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## HELICOPTER SUPPORT, INC.

### Logistics Support - Standard Terms and Conditions of Sale (Rev. 1/09)

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#### I. ACCEPTANCE

These terms and conditions ("Agreement") apply to the goods and services (the "Products") ordered from Helicopter Support, Inc. or any of its subsidiaries or divisions ("Seller"). Products shall be deemed as including, but shall not be limited to any and all Spare Parts, Repair and Overhaul Services, Ground Support Equipment, Publications, Training Courses, Technical Field Support, or Component Exchanges ordered by Buyer. Seller's performance of Buyer's order and supply of Products to Buyer is expressly conditioned upon the exclusive application of the terms and conditions in this Agreement. Any other terms and conditions, including those set forth in Buyer's purchase order or other ordering document is hereby rejected and deemed null and void.

#### II. PAYMENT

**A. Terms of Sale** – Seller's payment terms vary by Buyer. If a Buyer does not have open account status any of the following payment terms may apply:

- Prepaid
- COD (U.S. Customers only)
- Credit Card (MasterCard, VISA and American Express)
- Letter of Credit

Buyers granted open account status may pay by credit card, but, without exception and regardless of open account status, all credit card payments must be processed at the time of shipment.

Sales made under a Letter of Credit are subject to the terms and conditions set forth in Seller's Letter of Credit Instructions document, a copy of which can be provided upon request.

**B. Open Account Terms** – Upon request, Buyers will be considered for open account terms upon receipt by Seller of at least the second purchase order within any twelve (12) month period of \$1,000.00 USD or more. Credit limits are established by Seller at the time open account terms are offered, but such credit limits may be modified thereafter by Seller. Seller's open account terms with all Buyers are detailed in Seller's Open Account Terms and Conditions Document, a copy of which can be provided upon request, and any exception or variation thereof must be agreed to in writing by Seller.

**C. Payment** - All payments shall be made in United States Dollars. to Account No. 3751418728, Wire transfers use ABA No. 026009593, EFT and ACH Transactions use ABA No. 111000012, Swift No. BOFAUS3N at Bank of America, 1401 Elm Street, Dallas, Texas 75283. Buyers located in the United States shall make payment by Automated Clearing House (ACH) Electronic Funds Transfer (EFT) or shall mail payment to Attn: Accounts Receivables Supervisor, Helicopter Support, Inc., PO Box 111068, 124 Quarry Road, Trumbull, CT, 06611-4816. Buyers located outside the United States shall make payment by wire transfer. Twenty-four (24) hours before payment, Buyer shall fax a statement detailing the payment amounts and invoice numbers to HSI at 203-416-4297, Attn: Accounts Receivables Supervisor.

**D. Letter of Credit** – If requested by Seller in writing, Buyer shall establish for the benefit of Seller an irrevocable Letter of Credit in accordance with Seller's Letter of Credit Instructions, a copy of which can be provided upon request. Such Letter of Credit shall be established within thirty (30) days of Buyer's execution of this Agreement and shall expire no earlier than six (6) months after the termination of this Agreement. All costs associated with opening and/or confirming such Letter of Credit outside the U.S.A. are the responsibility of Buyer.

#### III. DELIVERY/INSPECTION PROCEDURE

**A. Products** - All Products shall be delivered Ex Works [INCOTERMS 2000 or latest version] Seller's U.S.A. facility, unless otherwise indicated by Seller. Products delivered hereunder will be packed for shipment in accordance with Seller's standard packing procedures for such Products. If, upon receipt of the Products by Buyer at destination, the same shall appear not to conform to this Agreement, Buyer shall, within thirty (30) calendar days after receipt thereof, notify Seller of such condition and afford Seller a reasonable opportunity to inspect the

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## HELICOPTER SUPPORT, INC.

### Logistics Support - Standard Terms and Conditions of Sale (Rev. 1/09)

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Products and make any appropriate adjustment or replacement. Buyer's remedies for Products discovered upon inspection to be defective are limited to those set forth herein in Article IV "Warranties". Buyer shall not delay payment for the Products pending their inspection. Buyer will furnish written shipping instructions for all Products as promptly as possible. In the absence of such instructions Seller may, at any time beginning ten (10) days after forwarding notice to Buyer by mail, facsimile or otherwise that the Products are ready for shipment, do either of the following for the account of and at the expense and risk of Buyer: (i) arrange for shipment of the Products by a carrier of its own selection to Buyer's place of business or other destination reasonably believed to be suitable or (ii) warehouse the Products.

**B. Accelerated Delivery/Partial Shipment** - Unless otherwise specified by Buyer, Seller is authorized to advance the delivery date, or complete performance of any order, prior to the time set forth in such order and shall have the right to deliver the Products in partial shipments and invoice Buyer for that portion which was shipped in accordance with Seller's standard payment terms as set forth herein.

**C. Returns/Cancellations** - Buyer shall not, for reasons other than Seller's adjudicated default, terminate or cancel its order for Products. Should Buyer nonetheless terminate or cancel its order for Products for reasons other than Seller's adjudicated default, Seller shall be entitled to recover from Buyer as a termination/cancellation and/or restocking fee, and not as a penalty, an amount equivalent to: (i) one-hundred percent (100%) of Seller's established price for such Product of such Product is not listed Seller's Commercial Price Catalog; or (ii) thirty-five percent (35%) of Seller's established or quoted selling price for such Product if such Product is listed in Seller's Commercial Price Catalog. In the event Buyer cancels or terminates its order for Products categorized as "hazardous" or as containing "hazardous material" by the appropriate governmental authorities, in addition to the termination/cancellation and/or restocking fee, Buyer shall reimburse Seller for any and all costs or expenses associated with the disposal, storage, or other disposition of the Products. The rights and remedies afforded to Seller herein are non-exclusive and Seller shall have the right to pursue any other right or remedy available to it at law or in equity.

#### IV. WARRANTIES

**A. Products and Ground Support Equipment** - Seller warrants to Buyer that, at the time of delivery, the Products and Ground Support Equipment sold hereunder will be free from defects in material and manufacture. Seller's liability and Buyer's remedy under this warranty are limited to the repair or replacement, at Seller's election, of Products or components thereof ("part(s)") which are shown to Seller's reasonable satisfaction to have been defective; provided that written notice of the defect is given by Buyer to Seller within one (1) year after the date of delivery of the part by Seller or one thousand (1000) operating hours, whichever comes first, but in no event later than sixty (60) days after Buyer's discovery of the defect within the warranty period. Transportation charges (excluding related import and export charges) for the return of such defective Products to Seller and its reshipment to Buyer and the risk of loss thereof will be borne by Seller only if returned in accordance with written shipping instructions from Seller. Replacement (newly manufactured or repaired) Parts are warranted for the remainder of the applicable one (1) year or one-thousand (1000) hour original warranty period, if any. This warranty shall not apply to any Products which in Seller's judgment (1) shall have been repaired or altered outside the facilities of Seller in any way so as to affect the safety, function or reliability of the helicopter or Product, or (2) has been subject to misuse, negligence, accident or other abuse.

**B. Overhaul/Repair Services** - Seller warrants to Buyer that services performed by Seller will have been performed in a workmanlike manner. Seller's liability and Buyer's remedy under this warranty are limited to the correction of such services, at the factory of manufacturer and/or on site at the Buyer's facility, as are shown to Seller's reasonable satisfaction to have been defective; provided that written notice of the defect shall have been given by Buyer to Seller within one (1) year or one-thousand (1000) flight hours, whichever occurs first, after the date of performance of the original (non-warranty) overhaul/repair services by Seller, but in no event later than sixty (60) days after Buyer's discovery of a defect within the warranty period. Transportation charges (excluding related import and export charges) for the return of defectively serviced goods to Seller and their reshipment to Buyer and the risk of loss thereof will be borne by Seller only if returned in accordance with Seller's written shipping instructions. Any parts provided in the performance of services hereunder and sold hereunder shall be subject to the warranty set forth in paragraph A above.

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## HELICOPTER SUPPORT, INC.

### Logistics Support - Standard Terms and Conditions of Sale (Rev. 1/09)

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**C. New Surplus Material** - Buyer understands and agrees that New Surplus Material is sold by Seller hereunder on an 'as is', where is' basis, and that no warranty, express or implied is made by Seller. Buyer understands that the New Surplus Material sold hereunder has not been subjected to Seller's quality system. Buyer acknowledges that Buyer has not relied on any representations of any nature concerning the New Surplus Material, if any, other than as to Seller's title thereto and as expressly set forth in this paragraph.

**D. Publications** - Seller warrants to Buyer that any publications furnished hereunder will have been prepared in good workmanlike manner. Seller's liability and Buyer's remedy under this warranty are limited to the correction of such publications as shown to Seller's reasonable satisfaction not to have complied with this warranty; provided that written notice of such noncompliance shall have been given by Buyer to Seller within ninety (90) days after the delivery of such publications by Seller.

**E. Training Courses** - Seller warrants to Buyer that instruction given in the course(s) shall be given by personnel experienced and knowledgeable in the subject matter of the course. Seller will not incur any responsibility or liability of any nature, for anything done or not done by the instructor, or for the results of the instruction furnished by said instructor. Buyer's remedy hereunder is limited solely to the correction of such instruction by Seller as is shown to Seller's reasonable satisfaction not to have complied with this warranty; provided that written notice that such instruction has not complied with this warranty shall have been given by Buyer to Seller within thirty (30) days after the performance of such instruction by Seller.

**F. Technical Field Support Services (Technical Representative)** - Seller warrants to Buyer that it will select and furnish personnel reasonably experienced and skilled in the type of work they are to perform hereunder. Seller will not incur any responsibility or liability of any nature, for anything done or not done by any Technical Representative or for the results of the services furnished hereunder. Seller's liability and Buyer's remedy under this warranty are limited to the correction of such services as are shown to Seller's reasonable satisfaction not to have complied with this warranty, provided that written notice of such noncompliance shall have been given by Buyer to Seller within thirty (30) days after the furnishing of such services.

**G. Component Exchange Products** - Seller warrants to Buyer that, at the time of delivery, Products sold pursuant to the Component Exchange Program will be free from defects in material and manufacture. Seller's liability and Buyer's remedy under this warranty are limited to the repair or replacement of such defective Products at Seller's election, at the factory of the manufacturer, as are shown to Seller's reasonable satisfaction to have been defective; provided that written notice of such defect shall have been given by Buyer to Seller within one (1) year or one thousand (1,000) flight hours, whichever first occurs, after the first date of delivery of the component exchange Products (excluding deliveries of component exchange Products repaired or replaced under warranty), but in no event later than sixty (60) days after Buyer's discovery of the defect within the warranty period.

**H. Title** - Seller warrants to Buyer that it will convey good title to the Products sold hereunder. Seller's liability and Buyer's remedy under this warranty are limited to the removal of any title defect or at the election of Seller to the replacement of the Products which are defective in title; provided, however, that the rights and remedies of the Parties with respect to patent infringement shall be limited to the provisions of paragraph I below.

**I. Patent Infringement** - Seller shall conduct, at its own expense, the entire defense of any claim, suit, or action alleging that, without further combination, the use or resale by Buyer or any subsequent purchaser or user of the Products delivered hereunder directly infringe any United States patent, but only on the conditions that (a) Seller receives prompt written notice of such claim, suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Buyer and defendant for such defense; (b) said Products are made according to a specification or design furnished by Seller or, if a process patent is involved, the process performed on the Products is recommended in writing by Seller; and (c) the claim, suit, or action is brought against Buyer or one expressly indemnified by Buyer. Provided all of the foregoing conditions have been met, Seller shall, at its own expense, either settle said claim, suit, or action or shall pay all damages, excluding consequential damages, and costs awarded by the court therein, and, if the use or resale of such Products is finally enjoined, Seller shall, at Seller's option: (i) procure for defendant the right to use or resell the Products, or (ii) replace them with equivalent noninfringing Products, or (iii) modify them so they become noninfringing but

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## HELICOPTER SUPPORT, INC.

### Logistics Support - Standard Terms and Conditions of Sale (Rev. 1/09)

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equivalent, or (iv) remove them and refund the purchase price (less a reasonable allowance for use, damage, and obsolescence). If a claim, suit or action is based on a design or specification furnished by Buyer, or on the performance of a process not recommended in writing by Seller, or on the use or sale of the Products delivered hereunder in combination with other Products not delivered to Buyer by Seller, Buyer shall indemnify and save Seller harmless therefrom.

**J. Exclusive Warranties and Remedies** - THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SELLER'S, UNITED TECHNOLOGIES CORPORATION'S, OR ANY OF THEIR AFFILIATE'S NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. THE REMEDIES OF BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SELLER, UNITED TECHNOLOGIES CORPORATION, OR ANY OF THEIR AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SELLER, UNITED TECHNOLOGIES CORPORATION, OR SUCH AFFILIATE.

#### V. STANDARD CONTRACT TERMS AND CONDITIONS

**A. Title** - Title to and risk of loss of all Products shall pass to Buyer upon delivery to a common carrier at Seller's facility. Unless otherwise expressly agreed to by Seller, Buyer expressly assumes all risk of loss and/or damage to the Products subsequent to shipment of the Products from Seller's facility. Buyer shall further bear the responsibility to procure and maintain the appropriate insurance for the Products subsequent to departure from Seller's facility.

**B. Excusable Delays** - Buyer acknowledges that the delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Seller. Seller shall not be charged with any liability for delay or non-delivery when due to delays of common carriers, suppliers, acts of God, terrorists or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Seller. The provisions of this clause shall also apply in the event that Buyer is not in "good credit standing" with Seller as measured by outstanding unpaid invoices and other items that may constitute breach of contract by Buyer. Therefore, Seller's excusable delay shall be interpreted to include outstanding unpaid invoices by Buyer. To the extent that such causes actually retard deliveries on the part of Seller, the time for the performance shall be extended for as many days beyond the date therefrom as is required to obtain removal of such causes. This provision shall not, however, relieve Seller from using reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

**C. Liability Limitation** - With respect to any Product purchased under this Agreement and alleged to be the direct or indirect cause of any loss or damage to Buyer, the sum equal to the invoiced price of such Product (or if not separately priced, Seller's established selling price for such item) shall be the ceiling limit on Seller's, United Technologies Corporation's, or any of their affiliate's liability, whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof or (ii) the design, manufacture, delivery, sale, repair, replacement, use or furnishing of any such Product. In no event shall Seller, United Technologies Corporation, or any of their affiliates have any liability for any indirect, incidental, consequential or special damages.

**D. Inability or Refusal to Pay** - If Buyer is unable or refuses to make payment to Seller in accordance with any of its obligations to Seller, Seller may, at its option, terminate this Agreement by giving to Buyer a written notice of its intention to terminate. In addition, for Buyers other than foreign governments, if a receiver or trustee is appointed to any of Buyer's property, or Buyer is adjudicated a bankrupt, or application for reorganization under the Bankruptcy Act is filed by or against Buyer which shall not be dismissed within thirty (30) days, or if Buyer becomes insolvent

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## HELICOPTER SUPPORT, INC.

### Logistics Support - Standard Terms and Conditions of Sale (Rev. 1/09)

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or makes an assignment for the benefit of creditors, or takes, or attempts to take, the benefit of any insolvency acts, or an execution be issued pursuant to a judgment rendered against Buyer, Seller may also, at its option, terminate this Agreement by giving to Buyer a written notice of its intention to terminate. Upon any such termination, Seller shall be relieved of any further obligations to Buyer and Buyer shall reimburse Seller for its termination costs and expenses and a reasonable allowance for profit. All sums paid to Seller from whatever sources may be retained by Seller and applied toward any amount owed to Seller. In addition, Seller shall have the right to reduce and set-off against any amounts payable by Seller to Buyer or against Buyer's property in Seller's possession any indebtedness or other claim which Seller may have against Buyer. The excess, if any, of such sums over the total termination amount shall be returned to Buyer by Seller.

**E. Export Licenses** - Seller will, on Buyer's request, assist Buyer in Buyer's efforts to obtain any United States Government export license or similar authorization which may be required now or hereafter for exportation of the Products. Seller and Buyer specifically acknowledge that this Agreement is conditioned upon the ability of Seller and Buyer to conform to the laws and regulations of the United States Government and its various cognizant departments regarding the sale of the Products to Buyer. Buyer also agrees that this Agreement is conditioned on Buyer's agreement to not re-transfer, re-export or divert any Products if such re-transfer, re-export or diversion would be a violation of any U.S. export or sanctions laws. Any technical data or defense service exported from the United States in furtherance of this Agreement shall not be used for the production or manufacture of any defense article. Such technical data or defense service shall not be transferred to a person in a third country or to a national of a third country, except as specifically authorized in this Agreement, unless the prior written approval of the U.S. Department of State has been obtained, and this obligation will remain binding on the Buyer after the termination of this Agreement.

**F. Import Licenses** - With respect to any import laws and other regulations of the country of destination and its various cognizant departments regarding the import of the Products hereunder, Buyer shall be solely responsible for obtaining and complying with any and all import licenses or other authorizations which may be required for importing the Products.

**G. Modifications Prior to Delivery** - Seller shall have the right to incorporate at any time and without Buyer's consent changes in any Product to be furnished to Buyer hereunder where such changes are meant to improve the manufacturing or maintenance conditions of the Product, providing such changes do not materially prejudice the performance of the Product or the delivery schedule. Seller shall also have the right, at any time without Buyer's consent, to incorporate such changes in any Product as are specified by the U. S. Government for this type of Product.

**H. Taxes and Other Charges** - In addition to the Product price, Buyer shall pay to Seller any and all taxes (not including any income taxes), fees or duties which may be imposed by any taxing authority arising from the sale, delivery, or use of any Product (including, without limitation, excise and value added taxes, and any import or export duties), and for which Seller may be held responsible for collection or payment, either on its own behalf or that of Buyer, upon receipt by Buyer of Seller's invoice therefor. Buyer shall minimize, to the greatest extent possible, any taxes that may be imposed on Seller. In the event that Buyer pays income tax on behalf of Seller, or there are withholding taxes imposed on Seller, Buyer shall provide Seller with appropriate documentation to evidence the taxes or the payment thereof. Buyer's obligations under this paragraph H shall survive delivery of the Product(s) sold hereunder.

**I. Notices** - All notices, or communications of any kind under and with respect to this Agreement and the Products shall be in the English language. All legal notices required hereunder shall be given by hand delivery or courier mail. The effective date of each such notice shall be the date upon which it is received.

**J. Construction/Jurisdiction/Disputes** - This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Connecticut, U.S.A., without regard to Connecticut's conflict of laws principles. The exclusive forum for any disputes, claims, differences, actions or lawsuits arising out of or under this Agreement will be the state or federal courts of Connecticut. The Parties agree to submit to the jurisdiction of the state and federal courts of Connecticut with respect to any such dispute, claim, difference, action or lawsuit.

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## HELICOPTER SUPPORT, INC.

### Logistics Support - Standard Terms and Conditions of Sale (Rev. 1/09)

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**K. Assignment/Merger** - This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, but it may not be voluntarily assigned, wholly or in part, by either Party hereto. However, Seller may assign this Agreement to a wholly-owned subsidiary of Seller without Buyer's prior consent. The terms and conditions herein contained constitute the entire agreement between the Parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon either Party hereto unless in writing, signed by a duly authorized officer or representative thereof. If any term of this Agreement is determined to be invalid or unenforceable under applicable law, such term shall not apply; but the remaining terms of this Agreement shall remain in effect.

**L. Waiver** - Any failure by either Party to exercise any right granted by the terms and conditions of this Agreement shall not be construed as a waiver of such right or any other rights under this Agreement, and shall in no way affect the subsequent exercise of such right or of any other rights under this Agreement by such Party.

#### VI. ADDITIONAL PROVISIONS RELATED TO OVERHAUL AND/OR REPAIR SERVICES

**A. Ground and Flight Risk** - It is understood and agreed that, as a result of certain work done by Seller, it may be necessary for Seller to make certain ground tests and flight tests of Buyer's helicopter. The Buyer agrees to secure, indemnify, and hold harmless Seller, Sikorsky Aircraft Corporation, their affiliates, and their directors, officers, employees, service representatives, and agents from any liability, claim of liability, expense, cause of action, loss or damage whatsoever for any injury including death, to any person or property whatsoever, including Buyer's helicopter, from any cause whatsoever, including Seller's, or their affiliate's actual or imputed negligence or other tort, arising out of or as a result of such ground or flight operations of Buyer's helicopter.

**B. Scrap Materials** - Goods and parts thereof received from Buyer which, in the opinion of Seller, have no value other than as scrap will be disposed of by Seller and no accounting or liability therefor will be imposed on Seller by Buyer. However, Seller agrees to comply with instructions set forth on the face of Buyer's order providing for immediate disposition of any such scrap at Buyer's expense.

**C. Shipment** - Buyer shall ship such item to be overhauled or repaired to Seller's designated facility within sixty (60) days of Seller's receipt of Buyer's order.

#### VII. ADDITIONAL PROVISIONS RELATED TO PUBLICATIONS

**A. Proprietary Rights** - Buyer recognizes that the publications, training courses, support and other information delivered hereunder constitute or incorporate information which is proprietary to Seller, its affiliates, suppliers or licensors (collectively, "Seller Proprietary Information"). Buyer shall (a) use Seller Proprietary Information solely for its own benefit to support its aircraft concerning which the Seller Proprietary Information is provided, and not to support the aircraft or provide services to any third party unless expressly authorized by Seller in writing in Seller's sole discretion, or for any other purpose whatsoever, including, without limitation, to design, manufacture, reverse engineer, or obtain FAA Parts Manufacturer Approval or any other government approval relating to goods, services, parts or components, and (b) not disclose Seller Proprietary Information to any third party without Seller's express written authorization in Seller's sole discretion. The provisions of this paragraph shall not restrict or affect Buyer's rights to use or disclose any information that Buyer can document (a) was or becomes generally available to the public through no action or inaction of Buyer or any individual or entity that receives Seller Proprietary Information by or through Buyer, (b) was known to the Buyer on a non-confidential basis prior to the disclosure by Seller, or (c) was independently developed by the Buyer without reference to or use of Seller Proprietary Information. All rights not expressly granted by Seller hereunder are reserved, including without limitation all rights in U.S. or foreign patents. Buyer shall not remove or obstruct any copyright notices or other proprietary notices present on any Seller Proprietary Information.

**B. Buyer-Furnished Data** - In connection with any data or other information furnished by Buyer for use in any publication delivered hereunder, Buyer warrants and represents that no trade secrets or confidential information of

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## HELICOPTER SUPPORT, INC.

### Logistics Support - Standard Terms and Conditions of Sale (Rev. 1/09)

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any other person, firm, corporation, or government has been or will be wrongfully disclosed by Buyer to Seller and that all information disclosed by Buyer to Seller may be used or disclosed by Seller without restriction.

#### VIII. ADDITIONAL PROVISIONS RELATED TO TECHNICAL FIELD SUPPORT (TECHNICAL REPRESENTATIVE)

**A. Technical Representative Functions** - The Technical Representative will function as a technical advisor in the operation and maintenance of Sikorsky model helicopters only and will not be utilized by Buyer in lieu of Buyer's normal supervision. The Technical Representative shall remain an employee exclusively of Seller, and the decision as to whether the working conditions are sufficiently safe to allow the Technical Representative to perform services hereunder shall remain entirely within the discretion of the Technical Representative. The Technical Representative will be available during normal working hours for consultation and technical support related to the Sikorsky helicopter. In emergency cases related to safety, flight conditions or aircraft ground conditions, Seller will endeavor to make the services of the Technical Representative available outside of normal working hours. The normal work week is understood to be eight (8) hours per day, five (5) days per week. The Technical Representative shall observe those holidays observed by Buyer and by Seller.

**B. Seller's Relationship to Buyer** - The relationship of Seller to Buyer shall be that of independent contractor and nothing herein contained shall be construed as creating a joint venture or any other relationship between Seller and Buyer.

**C. On-Site Labor and Equipment** - Buyer will furnish proper working facilities such as buildings, communication equipment (for local communication only), desks, etc. as well as any additional on-site labor, labor supervision, equipment, material, tools and instrumentation found necessary to accomplish the desired task(s).

#### IX. ADDITIONAL PROVISIONS RELATED TO COMPONENT EXCHANGE PROGRAM

**A. Shipment** - If Buyer's component is not received at Seller's designated facility within sixty (60) days after receipt of Buyer's order, then Seller may, at its own discretion: (1) treat the order as a new part order and Buyer will be billed the additional amount between the new part price and the Component Exchange price; or (2) allow Buyer to return Buyer's component subsequent to such sixty (60) day period upon Buyer's payment to Seller of a late return fee equivalent to the greater of \$250 or ten percent (10%) of the additional amount between the new part price and the Component Exchange price.

**B. Exclusions** - Prices quoted cover only the repair and overhaul of parts resulting from normal operations including fair wear and tear. The cost of repair or overhaul of Buyer's returned components arising as a result of any of the following are specifically excluded from the Component Exchange Program and will be billed separately: (a) the replacement of any detail part with a published retirement time if replacement is required due to the expiration of its published life; the cost of replacing such time expired items shall be billed separately; (b) damage caused by combat, accidents, crashes, foreign objects or external causes including environmental conditions; (c) failure to operate and/or maintain the helicopter in accordance with contractor recommended operation and/or maintenance procedures; (d) operation of the helicopter outside of the limits contained in the flight manual; (e) damage resulting from contaminated fluids (fuel, oil, nitrogen, hydraulics or other), abuse, acts of God or the public enemy, sabotage, riots and vandalism; (f) any repair or overhaul for which the price of repair exceeds sixty-five (65%) of the then-current selling price of a new component; and (g) the price of updating components with any optional or mandatory product improvements.

**C. Buyer's Warranty** - Buyer warrants and represents that (1) at the time of delivery of the returned component(s) to Seller, the Buyer has good title and the authority to transfer title to Seller, and the returned component(s) and title thereto is free and clear of all liens, claims and encumbrances; (2) each returned component delivered by Buyer to Seller shall have been originally purchased by Buyer from Seller or another Sikorsky entity, shall not have been overhauled or repaired by any person other than Seller or another Sikorsky entity; and (3) each returned component delivered by Buyer to Seller shall have been installed by Buyer and maintained in accordance with Seller's recommendations and instructions set forth in applicable publications such as operating and maintenance manuals and service bulletins.

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**HELICOPTER SUPPORT, INC.**  
Logistics Support - Standard Terms and Conditions of Sale (Rev. 1/09)

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**D. Delivery of Returned Components** - Returned components shall be delivered to Seller, Ex Works [2000 INCOTERMS] Seller's factory and title thereto shall pass to Seller at the time an invoice for the returned component(s) has been issued by Buyer to Seller. All transportation costs and risk of loss of returned components in transit shall be borne by Buyer.

**X. ADDITIONAL PROVISIONS RELATED TO THE RETURN OF EXCHANGE PROGRAM COMPONENTS**

Buyer agrees to return core units within fourteen (14) calendar days for domestic transaction (twenty-one (21) calendar days for international transactions), from the date the exchanged unit is shipped from Seller's facility ('date shipped'). If the core unit is not received by Seller within thirty (30) days from 'date shipped', the exchanged unit shall be considered to be purchased outright by Buyer and the Buyer will be invoiced at list price for CPL items or at current core unit value for non CPL items.

**XI. ADDITIONAL PROVISIONS RELATED TO U.S. GOVERNMENT ORDERS**

Buyer and Seller agree that Buyer will only place Orders to Seller in support of a U.S. Government Prime Contracts when procuring Products, goods, or services from Seller which Buyer has, in its sole judgment determined meets the Federal Acquisition Regulation (FAR) Part 12 definition of a "Commercial Item". When procuring Commercial Items, only the following clauses set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) in effect as of the date of Buyer's Prime Contract are incorporated herein by reference. In all clauses listed herein the terms "Government" and "Contractor" shall be revised to identify properly the contracting Parties under this Order.

- Utilization of Small Business Concerns 52.219-8 (applicable only to Orders greater than \$500,000)
- Equal Opportunity 52.222-26
- Affirmative Action for Special Disabled and Vietnam Era Veterans 52.222-35
- Affirmative Action for Handicapped Workers 52.222-36
- Subcontracts for Commercial Items and Commercial Components 52.244-6
- Subcontracts for Commercial Items and Commercial Components (DoD Contracts) 252.244-7000
- Restriction on Acquisition of Ball and Roller Bearings 252.225-7016
- Transportation of Supplies by Sea (DoD Contracts) 252.247-7023
- Notification of Transportation of Supplies by Sea (DoD Contracts) 252.247-7024

Buyer and Seller expressly agree that no Defense Priority Allocation System (DPAS) rating shall apply to this Agreement and that Seller's only obligation shall be to meet the delivery schedule set forth in Seller's quotation.