

<b>Safran Nacelles Lease Form General Terms</b>		<b>BCR0133Form1 Rev. B</b>  Page 1 December 2024
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## LEASE FORM

### A. SPECIFIC COMPONENT(S)

Safran Nacelles (Lessor) is hereby leasing to **OPERATOR** (Lessee) the following UNIT (hereafter "the UNIT")

<u>Part number</u>	<u>Description</u>	<u>S/N</u>	<u>Qty</u>	<u>Lease Order</u>	<u>VALUE</u> (hereafter "the VALUE") in USD
TBC	TBC	TBC	TBC	TBC	TBC

pursuant to the following terms and conditions:

<b>Lease Charges (daily rate) :</b> xxx usd/day	<b>Delivery Point :</b> FCA xxxx international airport
<b>Lease Duration :</b> xxxxx	<b>Redelivery Point:</b> DAP place to be advised at time of return
<b>Restoration Charges :</b> N/A for Normal Wear and Tear	
<b>Lease Start :</b> on receipt of signed lease form	

### B. SHIPPING INFORMATION

(to be filled by Lessee) :

- Lessee's freight forwarder :
- Lessee's contact name :
- Lessee's invoicing address :

### C. PAYMENT

Payment terms are set forth in Article 5 of Safran Nacelles' Lease Form General Terms attached hereafter. All payments due under the provisions of the lease shall be made in United States dollars. Payment shall be by wire-transfer to the following Lessor's bank account, unless otherwise agreed:

To	: Account Holder: Safran Nacelles
Bank	: SOCIETE GENERALE NEW YORK
Code Swift	: SOGEUS33
Account Number	: 182303
Code ABA	: 026004226

By signing this Lease Form, Lessee and Lessor agree to be bound by Safran Nacelles' Lease Form General Terms attached hereafter. According to Article 9 of such General Terms, Lessee shall provide Lessor with an insurance certificate prior to the delivery by Lessor of the Unit.

**Safran Nacelles:**

By:

Title

Date

Signature

**Operator:**

By:

Title

Date

Signature

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#### D. MATERIAL RETURN FORM

All information below is mandatory and this form must be returned fill out and sign by fax to Safran Nacelles Asset Manager Via CSC (Fax: +33 1 64 14 84 10 or Email: [support.sna@customer.safrangroup.com](mailto:support.sna@customer.safrangroup.com)) on the day of the redelivery of the UNIT

Description	P/N	S/N	Qty	Original Container Y/N	Return Address

#### 1.1 - HOURS & CYCLES HISTORY

Aircraft Registration	Installed on engine position #	Date at UNIT installation	A/C TSN at UNIT installation	A/C CSN at UNIT installation	Date at UNIT removal	A/C TSN at UNIT removal	A/C CSN at UNIT removal

#### 1.2 - NON INCIDENT STATEMENT

- ☐ By ticking that box, Lessee declares hereby the leased UNITS **HAVE NOT BEEN INVOLVED** in any accident or incident, such as but not limited to extreme stress or heat, major failure or fire, as defined by EASA AMC 20-8. **Otherwise, Lessee shall provide the incident or accident declaration and the detailed report upon redelivery of the UNITS.**

#### 1.3 - MAINTENANCE HISTORY

DATE dd/mm/yyyy	A/C TSN when maintenance performed	A/C CSN when maintenance performed	Maintenance performed (SBs numbers, Line Maintenance activities, repairs...))

**Operator:**

By:

Title

Date

**Signature**

# **SAFRAN NACELLES LEASE FORM**

## **GENERAL TERMS**

**Title : Safran Nacelles  
Lease Form  
General Terms**



**BCG0057 Form1 E :  
LEASE**

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## ARTICLE 1 - DEFINITIONS

As used throughout the Lease Form and these general terms ("General Terms"), the following terms shall have the meanings set forth below:

Terms	Definitions
"Aircraft"	means the aircraft owned and/or operated by Lessee on which the Unit will be fitted.
"AOG"	means Aircraft On Ground.
"Delivery Point"	means the place where Lessor will make the Unit available to Lessee, as specified in the Lease Form.
"Lease Form"	means the form issued by Lessor and signed by Lessee describing, in particular, the Unit rent by the Lessee, the duration of the lease and the price.
"Lessee"	means the company leasing the Unit.
"Lessor"	means Safran Nacelles, a French company incorporated under the legal form of a "Société par Actions Simplifiée", registered at Registre du Commerce et des Sociétés of Le Havre under n° 352 050 512, whose registered head office is located at Route du Pont VIII, BP 91 – 76700 Gonfreville l'Orcher – France.
"N.I.S"	means Non Incident Statement.
"Normal Wear and Tear Damage"	means any damage occurring due to the utilization of the Unit, when the Unit is utilized in accordance with the manufacturer recommendations and within normal operational conditions. For the sake of clarity, this does not include Foreign Object Damage, neither handling nor maintenance issues.
"Redelivery Point"	means Lessor's designated repair facility as designated in the Lease Form.
"Specified Date"	means the date on which the lease term ends according to the Lease Form.
"Unit"	means spare parts and/or end item, as described in the Lease Form and including any packaging/container, leased by Lessor to Lessee.
"Value"	means the replacement value of the Unit as set forth in the WLP and as specified in the Lease Form.
"WLP"	means Safran Nacelles' annual World List Price.

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Other capitalized terms used herein, not otherwise defined in these General Terms, shall have the same meaning as defined in the ATA Common Support Data Dictionary (CSDD).

## ARTICLE 2 - SCOPE – LEASE ORDER PROCESS

These General Terms set forth the terms and conditions according to which Lessor will lease to Lessee the Unit for Lessee's own use.

When Lessee needs to lease a part, Lessee shall send a lease request to Lessor (Safran Nacelles CSC: Phone: +33(0)1.64.14.80.33, Fax: +33(0)1.64.14.84.10, E-mail: support.sna@customer.safrangroup.com).

Any lease request for which Lessor has not acknowledged receipt in writing shall not be deemed received by Lessor.

A lease request will be deemed to be accepted by Lessor upon receipt by Lessee of a Lease Form. Lessee shall sign and complete the Lease Form. **No Unit will be made available to Lessee prior to the receipt by Lessor of a Lease Form fully completed and duly signed by Lessee.**

The Unit will be new or used, in serviceable condition, and will be duly accompanied with its appropriate certificate of conformity, EASA Form One or FAA Form 8130-3 if applicable.

In case of irreconcilable contradiction between the Lease Form and these General Terms, these General Terms shall prevail. No other terms or conditions shall govern the leasing of the Unit and acceptance of Lease Form by Lessee will constitute acceptance of these General Terms and the application of any general terms and conditions of Lessee are excluded.

## ARTICLE 3 - LEASE DURATION

The lease term shall be for a minimum of thirty (30) calendar days. The lease term shall commence upon the date the Unit is made available to Lessee at the Delivery Point (see "Lease Start", Section A of the Lease Form), and shall end at the Specified Date upon receipt by Lessor of the Unit at the Redelivery Point together with all related documentation and the material return form (see Section D of the Lease Form) completed and signed by Lessee. **The lease charges, as set forth in Article 5, will continue to apply until the Unit and all related documentation has been delivered by Lessee to Lessor at the Redelivery Point.**

The lease term may be extended subject to the prior written acceptance of Lessor.

## ARTICLE 4 - DELIVERY

After receipt by Lessor of a Lease Form duly signed and completed by Lessee, Lessor will make the Unit available to Lessee FCA (ICC Incoterms 2020 ed.) at the Delivery Point. At the Specified Date, Lessee shall return the Unit to Lessor DAP (ICC Incoterms 2020 ed.) at the Redelivery Point.

Lessee will be liable for all the risks and expenses relating to the transportation of the Unit from the Delivery Point and to the Redelivery Point. Consequently, Lessee will pay the transportation costs and operating charges, including but not limited to the following: property, sales tax and use taxes, insurance premiums relating to the Unit during the transportation, customs duty, commissions, import permits, stamps and other rights and charges that are likely to be applied by the national legislation of the country

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where the Unit is delivered. Upon request, Lessee must be able to provide Lessor with proof that all the above mentioned fees and declarations have been made and paid.

## ARTICLE 5 - LEASE CHARGES - PAYMENT TERMS - TAXES

The amount of the lease charges (daily rate) are specified in the Lease Form. Lessor will invoice Lessee for lease charges on a monthly basis, at the beginning of each calendar month for the coming month.

Payment terms are either, at Lessor's own discretion, (i) thirty (30) calendar days as from invoice issuance date or (ii) cash in advance payment of an amount equal to forty-five (45) calendar days of lease of the Unit payable at the date of placement of the lease request. In the event of cash in advance payment, no Unit will be made available to Lessee until Lessee's payment is fully settled and wire transferred on Lessor's bank account.

As a guarantee for Lessee's obligations of payment and return of the Unit under these General Terms and any subsequent Lease Form, Lessor may request Lessee to provide Lessor with a Stand By Letter of Credit of the amount required by Lessor issued by an international bank of first rank acceptable by Lessor. The relevant costs will be borne by Lessee. At any time, Lessor is entitled to request Lessee an increase of the amount guaranteed under the Stand By Letter of Credit.

Lessee shall pay all invoices issued by Lessor:

- (i) In US Dollars ; and
- (ii) To the bank account designated by Lessor in the Lease Form :

All the amounts paid by Lessee to Lessor shall be in full without offset or counterclaim and without deduction/discount or withholding of any kind.

Any and all taxes, customs duties or other charges which may be imposed by any taxing or regulatory authority as a result of these General Terms and any subsequent Lease Form shall be paid by Lessee, and Lessee agrees to indemnify Lessor for any and all taxes related to this transaction, if charged to Lessor.

If any sum due and payable under a Lease Form is not paid on its due date, an interest for late payment shall apply, calculated on the French legal interest rate multiplied by three (3), from the due date until the payment is received by Lessor. Claiming such interest for late payment shall not prejudice any other rights Lessor may have under these General Terms and any subsequent Lease Form or by law including, but not limited to, the suspension or termination of any or all of its obligations under these General Terms and any subsequent Lease Form.

In case of non payment by Lessee of any lease invoice within the due dates for payment as defined herein and should Lessee has given to Lessor or its subsidiaries a nacelle or part of nacelle for repair, Lessee acknowledges and agrees that Lessor or its subsidiaries have an unconditional and automatic right of retention and a possessory lien and pledge over the Lessee's nacelle or part of nacelle and its documentation delivered to Lessor or its subsidiaries by Lessee for repair while the nacelle or part of nacelle and its documentation is in Lessor or its subsidiaries' facilities or under its custody, and without consideration to the date when the nacelle or part of nacelle and its documentation is entrusted to

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Lessor by Lessee or the date when the repair on the nacelle or part of nacelle is invoiced by Lessor or its subsidiaries to Lessee.

## ARTICLE 6 EXPORT CONTROL & COMPLIANCE

The Lease Form is subject to all applicable laws and regulations now or hereafter in effect, such as but not limited to, of the United States Government and French Government and their departments and agencies.

Lessee undertakes to keep itself informed of and shall abide by any applicable regulations issued by (1) the United States Government and (2) the French Government including without limitation any amendments and changes to (1) and (2) above.

Any product, technology and/or information covered by these General Terms may be subject to requirement set forth in (i) Article 12g of Council Regulation (EU) No 833/2014 of 31 July 2014 as amended from time to time, concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine and/or in (ii) Article 8g of Council Regulation (EU) No 765/2006 of 18 May 2006 (as amended by Council Regulation (EU) No 2024/1865 of 29 June 2024 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine) as amended from time to time. Lessee undertakes not to retransfer or re-export, directly or indirectly, any such products, technology and/or information subject to these General Terms, as is or integrated, to a country subject to sanctions and/or embargo or for the use in this country, including but not limited to Russia, to Belarus or for use in Russia (or any Ukrainian territories controlled by Russia).

Export Administration Regulations (see [http://www.bis.doc.gov/bis/ear/ear\\_data.html](http://www.bis.doc.gov/bis/ear/ear_data.html)) enforced by the United States Department of Commerce and European Regulation (see <http://www.ec.europa.eu/trade/creating-opportunities/trade-topics/dual-use/>) enforced by the French Government (thereafter called "Regulations") prohibit the export and re-export of certain technical data and products unless assurance are first obtain from the foreign importer. Accordingly, Lessee gives its assurance that, unless prior authorization is obtained from concerned Government, it will not knowingly re-export the Unit and associated commodities, software and technical data, directly or indirectly, to embargoed destinations, prohibited parties or parties involved in proscribed activities, to the extend required in the relevant part of the Regulations.

The case a rising, Lessee shall be the importer and exporter of record of the Unit and shall be responsible for the timely application for, obtaining and maintaining, any required governmental authorization such as import and export licenses, exchange permit or any other required governmental authorization relating to the Unit.

In no event Lessor shall be liable if any authorization is delayed, denied, revoked, restricted or not renewed, and Lessee shall not thereby be relieved of its obligation to pay Lessor for all services performed and/ or initiated and any other charges which are the obligation of Lessee hereunder.

Each Party shall comply with all applicable laws and regulations such as but not limited to, trade compliance, personal data and export regulations from the United States of America, the European Union and its relevant member country.

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Each Party shall comply with the legal provisions against corruption in accordance with any applicable anti-corruption laws or regulations including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the OECD Convention of 1997, the United Nations Convention Against Corruption of 2003 (UNCAC) and the Sapin II Law in France.

In accordance with the aforementioned regulations, each Party declares that:

- (i) It has not and will not infringed any anti-corruption laws or regulations;
- (ii) It has not been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it;
- (iii) To the best of its knowledge, no executive or manager of its company has been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against such persons;
- (iv) It has not granted and shall not grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone with a view to or in exchange for the conclusion of the Lease Form.

## ARTICLE 7 - TITLE AND RISK

Title to the Unit is and shall remain with Lessor (or any relevant owner). Lessee shall not loan, sub-let, sell, assign, mortgage, or allow for the placement of any and all liens, encumbrances, security interest in the Unit to any third party, or to permit the Unit to be subject to any legal process or considered as its own assets.

Lessee shall be responsible for any and all loss of or damage to the Unit howsoever caused, from the time of its delivery to Lessee according to Article 4 until its redelivery at Lessor's repair facility according to Article 4. Lessee shall immediately inform Lessor of such loss or damage and shall promptly return the Unit, if possible, at its own expense and shall promptly reimburse Lessor for the costs of repair or replacement of the Unit up to the Value. Lessee hereby waives and releases and ensures that its insurers waive and release all claims and recourses against Lessor and its insurers in case of loss or damage to the Unit.

## ARTICLE 8 - LESSEE'S OBLIGATIONS

Lessee shall operate and maintain the Unit by applying the best standard methods for maintenance as required by applicable EASA or FAA regulations and as per Lessor maintenance manuals and applicable instructions.

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Lessee agrees not to modify or alter the Unit, in any way, except pursuant to the written pre-authorization of Lessor and only for the purpose of line maintenance or compliance with mandatory notes, service bulletins and similar requirements applicable to the Unit which are required by the aviation authorities or by the manufacturer of the Unit.

Lessee agrees to keep Lessor informed of the location of the Unit.

At the end of the lease term, Lessee shall declare if the Unit has suffered or been involved in any accident or incident, as defined by EASA AC20-8 or equivalent, during the lease according to the material return form (see Section D of the Lease Form). In case of any accident or incident as defined by EASA AC20-8 or equivalent or if Lessee does not provide Lessor with the N.I.S declaration upon redelivery according to the material return form (see Section D of the Lease Form), Lessor will claim to Lessee and Lessor shall be entitled to collect from Lessee all reasonable indemnification.

## ARTICLE 9 - INSURANCE

During the course of the Lease Form, Lessee shall:

- a) cause its underwriters of its Hull All Risks and Hull War Risks insurance in the case of the Unit and otherwise to waive their rights of subrogation against Lessor and shall have Lessor named as loss payee, or as may be applicable, Lessee shall subscribe a hangarkeeper's liability insurance (whilst on ground or in flight) for damage caused to the Unit and for damage caused by the Unit in an amount sufficient to cover damage to the Unit up to its Value and to cover damage caused by the Unit;
- b) maintain appropriate Aircraft Liability insurance, including bodily injury and property damage and passengers liability, and shall cause Lessor to be included as additional insured under such policies;
- c) maintain appropriate general professional liability insurance, including aviation liability and shall cause Lessor to be included as additional insured under such policies.

Lessee shall furnish evidence satisfactory to Lessor prior to delivery by Lessor of the Unit that such insurance policies are in force.

Should such insurance policies be insufficient to cover Lessee's liability under these General Terms and any subsequent Lease Form, either in amount, or in regard to the financial position of the insurers thereof, Lessor may require Lessee to take out, at Lessee's costs, any additional policy.

## ARTICLE 10 - USE AND INVENTORY

Lessee will be entitled to use the Unit at any time as deemed necessary for the proper operation of its Aircraft and for this purpose only.

Lessor or its authorised agent will have the right to inspect the Unit and its container, and to audit any records relating thereto at any reasonable time upon giving prior written notice to Lessee. Should the Unit and/or its container be missing, partially or totally damaged, or not have its appropriate airworthiness documentation at the time Lessor or its agent carries out its inspection/audit, and if Lessee cannot justify the Unit and/or container location, Lessee will have a period of five (5) calendar days to remedy the situation to the satisfaction of Lessor.

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## ARTICLE 11 - RETURN OF THE UNIT

On the Specified Date, Lessee shall return the Unit to the Redelivery Point, at Lessee's risks and expense, **duly accompanied all together with an appropriate airworthiness documentation (certificate of compliance, EASA Form One or Form 8130-3 FAA), as well as the Lessor's "Material Return Form" (provided in Section D of the Lease Form) duly fulfilled**, included the N.I.S declaration, and packed with the original container(s) supplied by Lessor or with a container of equal quality to the container used for shipment to Lessee by Lessor which is compliant with ATA n°300 specification.

In the event that (i) the Unit is returned without the appropriate airworthiness documentation (certificate of compliance, EASA Form One or Form 8130-3 FAA) or (ii) if Lessor has to repair such returned Unit and/or its original container due to damage or deterioration other than Normal Wear and Tears Damage, Lessee will be liable for any associated re-certification, repair or overhaul costs and shall reimburse Lessor for such costs within thirty (30) calendar days as from the invoice issuance date .

In the event such repair or overhaul costs exceed sixty-five (65) per cent of the Value, Lessee will be liable for the full replacement costs for the Unit at its Value and shall promptly reimburse Lessor.

If Lessee fails to return the Unit at the Specified Date, a late return fees shall automatically apply equal to one (1) per cent of the Value of the non returned Unit, per calendar day from the Specified Date, until the missing Unit is duly delivered by Lessee at the Redelivery Point and Lessor will be entitled to take any appropriate action to re-possess the Unit in accordance with the laws and Lessor or its agent may, for this purpose, enter into any premises belonging to or occupied by Lessee. Such late return fees are owed without prejudice to any other rights Lessor may have including the right to claim damages and Lessor's termination rights under Article14.

## ARTICLE 12 – FORCE MAJEURE

Except for the obligation of payment by Lessee, Lessor and Lessee shall not be liable for delay in performing or failure to perform obligations under these General Terms and any subsequent Lease Form if the delay or failure results from events, circumstances or causes beyond its reasonable control ("Force Majeure Event") and not occasioned by its fault or negligence, such as but not limited to: acts of God, natural disasters, fire, floods, strikes or other labor disputes, explosions or earthquakes, epidemics or quarantine restrictions, serious accidents, any acts of the Governments or Government-set priorities, war (whether declared or not), insurrection or riots, revolution, sabotage, inability after due and timely diligence to obtain necessary and proper labor, materials, components, facilities, transportation, or failure of a subcontractor to perform a subcontracted work due to the above mentioned causes. The prevented party shall promptly notify the other in writing of any Force Majeure Event and resume performance of its obligations immediately after cessation of such Force Majeure Event. Such delay or failure shall not constitute a breach of these General Terms and any subsequent Lease Form and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

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## ARTICLE 13 – WARRANTY - DISCLAIMER

Lessor hereby warrants that it will have right and title to lease or sublease any Unit which it tenders for delivery under a Lease Form to Lessee.

Lessor will not interfere with the quiet use, possession and enjoyment of any Unit by Lessee during the relevant Lease Form term, but the exercise by Lessor of its rights under or in connection with these General Terms and/or the Lease Form shall not be deemed to constitute such an interference.

The Unit is leased and accepted by Lessee in “as is” conditions.

LESSOR MAKES NO ASSURANCE NOR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE AIR WORTHINESS CONDITION, DESIGN, OPERATION, MERCHANTABILITY OF FITNESS OF THE UNIT OR ANY OTHER REPRESENTATION WHATSOEVER, EXPRESSED OR IMPLIED EXCEPT AS CONVEYED THROUGH THE DOCUMENTATION SUPPORTING SERVICEABILITY ON THE UNIT.

## ARTICLE 14 - LIMITATION OF LIABILITY - INDEMNIFICATION

For the purpose of this Article:

- Lessee means Lessee and its insurers.
- Lessor means Lessor, its insurers and the relevant owner of the Unit.

LESSOR'S LIABILITY FOR ANY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ITS OBLIGATIONS UNDER THESE GENERAL TERMS AND ANY SUBSEQUENT LEASE FORM SHALL NOT EXCEED THE LEASE CHARGES PAID BY LESSEE UNDER THE LEASE FORM WHICH GIVE RISE TO THE CLAIM.

UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE TO LESSEE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING WITHOUT ANY LIMITATION ANY LOSS OF REVENUE OR PROFIT, ANY LOSS OF USE OF PROPERTY OR RIGHT, ANY LOSS OF CLIENTELE, ANY LOSS OF GOODWILL OR LOSS OF REPUTATION OR LOSS RESULTING FROM BUSINESS DISRUPTION, EVEN IF FORESEEABLE.

LESSEE UNDERTAKES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY CLAIM OR RECOURSES FROM ANY THIRD PARTY (INCLUDING THE OWNER OF THE AIRCRAFT) PERTAINING TO ANY UNIT LEASED BY LESSOR TO LESSEE.

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## ARTICLE 15 - TERMINATION

These General Terms and/or any subsequent Lease Form will be immediately terminated (without prejudice to any other right or remedy) in case of:

- Lessee fails to perform any of its obligation under these General Terms and/or any subsequent Lease Form and fails to remedy such failure within ten (10) calendar days after receipt of a written notice from Lessor specifying the facts constituting the default ;
- Lessee fails to comply with its obligations as provided in Articles 14 « LIMITATION OF LIABILITY - INDEMNIFICATION » and 6 "EXPORT CONTROL & COMPLIANCE" with immediate effect, without need of judicial recourse, and without further compensation to Lessee ;
- Bankruptcy of Lessee or the commencement of insolvency proceedings or the filing of a voluntary or involuntary petition in bankruptcy ;
- Lessee makes an agreement with creditors compounding debts or enters into liquidation whether compulsory or voluntary other than for the purpose of amalgamation or reconstruction or become insolvent or suffers a receiver of the whole or part of its components to be appointed ;
- Lessee disposes of the Aircraft or ceases to be an operator of the Aircraft ;
- Lessee ceases to benefit from insurance coverage according to these General Terms ;
- The lessor of the Aircraft threatens to or takes action to enforce its security in respect of the Aircraft.

In such case, Lessee shall return the Unit to Lessor at the Redelivery Point, at Lessee's cost and expense, within five (5) calendar days from the termination date.

If Lessee fails to return the Unit within five (5) calendar days from the termination date, a late return fees shall automatically apply equal to one (1) per cent of the Value of the non returned Unit, per calendar day from the Specified Date, until the missing Unit is duly delivered by Lessee at the Redelivery Point and Lessor will be entitled to take any appropriate action to re-possess the Unit in accordance with the laws and Lessor or its agent may, for this purpose, enter into any premises belonging to or occupied by Lessee. Such late return fees are owed without prejudice to any other rights Lessor may have including the right to claim damages.

In the event that (i) the Unit is returned without the appropriate airworthiness documentation (certificate of compliance, EASA Form One or Form 8130-3 FAA), or (ii) if Lessor has to repair such returned Unit and/or its original container due to damage or deterioration other than Normal Wear and Tears Damage, Lessee will be liable for any associated re-certification, repair or overhaul costs and shall reimburse Lessor for such costs within thirty (30) calendar days as from the invoice issuance date.

In the event such repair or overhaul costs exceed sixty-five (65) per cent of the Value, Lessee will be liable for the full replacement costs for the Unit at its Value and shall promptly reimburse Lessor.

Any lease charges and other sums payable by Lessee to Lessor under these General Terms and any subsequent Lease Form shall become immediately due and payable upon the termination date.

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## ARTICLE 16 - APPLICABLE LAW - JURISDICTION

These General Terms and any subsequent Lease Form shall be construed, interpreted and applied in accordance with the laws of the France, excluding its conflict of laws provisions. All disputes between Lessor and Lessee relating to these General Terms and any subsequent Lease Form that Lessor and Lessee cannot settle by mutual agreement will be finally settled by the Commercial Court of Paris.

## ARTICLE 17 - MISCELLANEOUS

These General Terms and any subsequent Lease Form constitute the entire agreement between Lessor and Lessee and shall supersede all previous communications, representations, agreements, or understandings either oral or written between them with respect to the subject matter hereof, and no agreement varying or extending the same will be binding unless in writing, signed by Lessor and Lessee's duly authorized representatives.

Lessor and Lessee agree not to disclose any of the terms of the Lease Form to any third party without the other party's written approval.

Lessor may assign or transfer all or part of its rights and obligations under these General Terms and any subsequent Lease Form to any third party without the prior written consent of Lessee.

Lessor's failure to enforce any provision of these General Terms and any subsequent Lease Form or to exercise any of its rights hereunder shall neither constitute a waiver of such provisions nor prejudice the rights of Lessor to enforce such provisions at any subsequent time, unless a written waiver has been signed by Lessor's duly authorized representative.