

BLUE SKY TECHNICS UAB

GENERAL TERMS AND CONDITIONS



Effective date: 1 January 2026

1. GENERAL TERMS AND CONTRACT FORMATION

1.1. These General Terms and Conditions ("**Terms**") apply to all services, maintenance, repair, inspection, overhaul, modification, engineering, technical support, spare parts, components, materials, equipment, exchange units and other goods or services supplied by **Blue Sky Technics UAB** ("**Supplier**") to its customer ("**Customer**").

1.2. These Terms, together with the Supplier's quotation, proposal, purchase order accepted by the Supplier, work order, invoice and/or other written commercial document applicable to the relevant transaction, constitute the agreement between the Supplier and the Customer ("**Agreement**").

1.3. No terms or conditions contained in or referred to in the Customer's purchase order, order confirmation, specification, portal, supplier terms or other document shall apply unless expressly accepted by the Supplier in writing. Any conflict between such documents shall be resolved in favour of the Supplier's quotation/proposal and these Terms, unless the Supplier expressly agrees otherwise in writing.

1.4. Any deviation from these Terms shall be valid only if expressly agreed in writing by an authorised representative of the Supplier.

1.5. Acceptance of goods, delivery of an aircraft, engine, component or material to the Supplier, commencement of Services, or any other performance by the Supplier shall constitute the Customer's acceptance of these Terms.

1.6. If a separate written agreement signed by both parties expressly applies to a particular transaction, that agreement shall prevail over these Terms only to the extent of an actual conflict.

1.7. The Supplier may use qualified subcontractors, approved maintenance organisations, suppliers and other third parties for the performance of any part of the Services, while remaining responsible for its contractual obligations to the extent required by applicable law.

2. CUSTOMER OBLIGATIONS

2.1. The Customer shall provide the Supplier in a timely manner with all information, technical records, manuals, maintenance data, certificates, approvals, authorisations, export/import documentation and other information reasonably required for performance of the Services.

2.2. The Customer warrants that it is the lawful owner of, or is duly authorised by the owner/operator of, any aircraft, engine, component, material or other property delivered to the Supplier.

2.3. The Customer shall obtain and maintain all approvals, permissions, authorisations and consents required for the Supplier to perform the Services.

2.4. The Customer shall ensure that all information and documentation supplied to the Supplier is accurate, complete and current.

2.5. Any delay, additional cost or additional work resulting from incomplete, inaccurate or late information, documentation, approvals, materials or instructions provided by the Customer shall constitute an additional charge to the Customer and may extend the agreed delivery date.

2.6. The Customer shall not instruct or permit any third party to interfere with, modify, repair, inspect or otherwise work on an item while such item is under the Supplier's custody without the Supplier's prior written consent.

3. SCOPE OF SERVICES AND ADDITIONAL WORK

3.1. The Supplier shall perform only the Services expressly described in the applicable quotation, proposal or work order.

3.2. Initial quotations, estimates and turnaround times are based on the information available to the Supplier at the time of quotation and may be revised where additional defects, damage, corrosion, contamination, missing documentation, technical findings or other circumstances are identified during inspection or performance of the Services.

3.3. Any additional or non-routine work identified during inspection shall be subject to additional charges and, where commercially practicable, Customer approval before commencement.

3.4. Where immediate action is reasonably necessary to preserve safety, airworthiness, prevent further damage or comply with applicable aviation regulations, the Supplier may take such action and the reasonable resulting costs shall be payable by the Customer.

3.5. The Supplier may refuse to perform work which is outside its approved capability, certification, legal authority, technical capability or safety requirements.

4. DELIVERY, ACCEPTANCE AND COLLECTION

4.1. Unless otherwise expressly agreed in writing, delivery and collection terms shall be those specified in the applicable quotation or order.

4.2. Agreed turnaround times and delivery dates are estimates unless expressly identified in writing as binding.

4.3. Any delay caused by the Customer, including delayed delivery of aircraft, engines, parts, documentation, approvals, payment or instructions, shall automatically extend the applicable delivery or turnaround period.

4.4. Upon completion of the Services, the Supplier shall notify the Customer that the relevant item is ready for collection or delivery.

4.5. The Customer shall inspect and collect the item within **seven (7) calendar days** of such notification unless another period is agreed in writing.

4.6. If the Customer fails to collect the item within the applicable period, the Supplier may charge reasonable storage, parking, insurance, handling and other related costs until collection.

4.7. To the fullest extent permitted by applicable law, the Customer shall bear the risk and costs associated with any item remaining at the Supplier's premises after the agreed collection date, except to the extent caused by the Supplier's wilful misconduct or gross negligence.

4.8. If the Customer does not provide a written objection to the Services within **seven (7) calendar days** after delivery or collection, the Services shall be deemed accepted, without prejudice to valid warranty claims for latent defects.

5. AIRWORTHINESS AND CERTIFICATION

5.1. Where applicable, Services shall be performed in accordance with the Supplier's applicable approvals, quality system, approved maintenance data and applicable requirements of EASA, the competent aviation authority and/or other applicable regulatory authorities.

5.2. Where required and applicable, the Supplier shall issue the relevant Certificate of Release to Service, EASA Form 1, FAA Form 8130-3 or other applicable certification/documentation.

5.3. Certification or release documentation confirms only the scope of work and status expressly covered by such documentation and does not constitute a representation regarding matters outside the Supplier's performed Services.

5.4. The Customer remains responsible for the operation, continued airworthiness, configuration, maintenance and use of the aircraft, engine, component or other item after release by the Supplier, except to the extent directly attributable to a defect in the Supplier's Services established under the Agreement and applicable law.

6. PRICES, TAXES AND PAYMENT

6.1. Prices shall be stated in the applicable quotation, proposal, purchase order or invoice and, unless expressly stated otherwise, are exclusive of VAT and other applicable taxes, duties, levies and charges.

6.2. The Customer shall pay all amounts in the currency and to the bank account specified in the Supplier's invoice.

6.3. Unless otherwise agreed in writing, invoices shall be payable within **ten (10) calendar days** from the invoice date.

6.4. The Customer shall notify the Supplier of any genuine and documented invoice dispute within **five (5) calendar days** of receipt of the invoice. The undisputed portion shall remain payable on time.

6.5. The Customer shall not withhold, deduct or set off any amount against the Supplier's invoice unless such right is expressly established by mandatory applicable law or agreed by the Supplier in writing.

6.6. In the event of late payment, the Supplier shall be entitled to statutory or contractually agreed late-payment interest to the maximum extent permitted by applicable law, as well as reasonable debt recovery, legal, court, collection and enforcement costs.

6.7. If any amount remains overdue, the Supplier may suspend Services, withhold delivery, withhold warranty support to the extent legally permissible, require advance payment or additional security, and/or terminate the relevant Agreement in accordance with applicable law.

6.8. Suspension of Services due to Customer's payment default shall extend the applicable turnaround time and shall not constitute a breach by the Supplier.

7. RETENTION OF TITLE AND RIGHT OF RETENTION

7.1. To the fullest extent permitted by applicable law, title to goods, parts, components and materials supplied by the Supplier shall remain with the Supplier until all amounts due in connection with the relevant transaction have been paid in full.

7.2. The Customer acknowledges and agrees that, to the extent permitted by applicable law, the Supplier may exercise its statutory and/or contractual right of retention over any aircraft, engine, component, material, part or other property of the Customer in the Supplier's lawful possession where amounts due to the Supplier remain unpaid.

7.3. The Supplier may exercise all other rights and remedies available under applicable Lithuanian law in connection with unpaid amounts.

7.4. Nothing in this Clause shall be interpreted as granting the Supplier any right which cannot legally be created or exercised under mandatory applicable law.

8. WARRANTY

8.1. Unless a different warranty is expressly stated in the applicable quotation or Agreement, the Supplier warrants that Services will be performed with reasonable professional skill and care and in accordance with the applicable approved technical and regulatory requirements.

8.2. Unless otherwise agreed in writing, the warranty period for workmanship shall be **twelve (12) months or 2,000 flight hours**, whichever occurs first, calculated from the date of release or redelivery.

8.3. A warranty claim must be notified to the Supplier in writing within **seven (7) calendar days** after the defect becomes apparent, providing reasonable details and supporting evidence.

8.4. The Supplier shall have the right to inspect, test and determine the cause of the alleged defect before any third party repairs, modifies or dismantles the affected item.

8.5. The warranty shall not apply to defects, damage or failures caused wholly or partly by:

- a) normal wear and tear;
- b) FOD, IOD or contamination;
- c) incorrect, abnormal or improper operation or use;

- d) improper storage, transportation, handling, installation or maintenance;
- e) accident, incident, misuse or abuse;
- f) modification, alteration or repair by a person other than the Supplier or its authorised subcontractor;
- g) non-compliance with the manufacturer's recommendations or applicable maintenance data;
- h) OEM design deficiencies or defects not caused by the Supplier;
- i) Customer-supplied materials or instructions;
- j) acts or omissions of third parties;
- k) force majeure; or
- l) any other circumstance not attributable to the Supplier.

8.6. The Supplier's warranty obligation shall, at the Supplier's option, be limited to repair, re-performance of the affected Services or replacement of the defective item, as applicable.

8.7. If a warranty claim is determined to be invalid, the Customer shall reimburse the Supplier for reasonable inspection, testing, labour, materials, transportation and other costs incurred in investigating and processing the claim.

8.8. Supplier obligations and Customer remedies expressly stated in this Clause are the applicable contractual warranty remedies to the fullest extent permitted by law.

9. LIABILITY

9.1. Each party shall be liable for direct damage caused by its breach of the Agreement to the extent required by applicable law.

9.2. To the fullest extent permitted by applicable law, the Supplier shall not be liable for indirect, consequential, special or incidental losses, including loss of profit, revenue, use, business, production, contracts, customers, anticipated savings or business opportunity.

9.3. To the fullest extent permitted by applicable law, the Supplier shall not be liable for costs resulting from aircraft or equipment downtime, aircraft substitution, leasing of spare engines or components, passenger accommodation or compensation, loss of flight schedules or other consequential operational losses.

9.4. To the fullest extent permitted by applicable law, the Supplier's aggregate liability arising out of or in connection with an Agreement shall not exceed the total amount actually paid to the Supplier for the specific Services or goods giving rise to the claim.

9.5. The limitations in this Clause shall not apply to liability which cannot lawfully be limited or excluded under mandatory applicable law.

10. CUSTOMER INDEMNIFICATION

10.1. To the fullest extent permitted by applicable law, the Customer shall indemnify and hold harmless the Supplier, its directors, officers, employees, representatives, agents and subcontractors against claims, losses, damages, liabilities, costs and reasonable legal expenses arising from:

- a) the Customer's breach of the Agreement;
- b) inaccurate or incomplete information supplied by the Customer;
- c) improper use, operation, maintenance, storage, handling or transportation of the goods or aircraft;
- d) unauthorised modification or repair;
- e) violation of applicable export, sanctions or trade-control requirements by the Customer or persons acting on its behalf;
- f) claims relating to the Customer's ownership, possession or operation of the aircraft, engine, part or equipment, except to the extent caused by the Supplier's legally attributable fault; or
- g) acts or omissions of the Customer, its employees, agents, contractors or subcontractors.

10.2. The obligations under this Clause shall survive termination or expiry of the Agreement to the extent permitted by applicable law.

11. INSURANCE

11.1. The Customer shall maintain adequate insurance appropriate to the nature and value of the aircraft, engines, parts, equipment and Services involved in the transaction.

11.2. Where reasonably requested by the Supplier, the Customer shall provide evidence of valid insurance coverage.

11.3. For aircraft, engines or high-value components entrusted to the Supplier, the Customer shall maintain appropriate hull/all-risk and third-party liability insurance covering the relevant property for its full replacement or agreed insured value.

11.4. To the extent commercially available and permitted under the applicable insurance policy, the Customer shall procure a waiver of subrogation in favour of the Supplier, its employees, agents and subcontractors.

12. EXCUSABLE DELAY AND FORCE MAJEURE

12.1. The Supplier shall not be liable for delay or failure to perform caused by circumstances beyond its reasonable control.

12.2. Such circumstances include, without limitation:

- a) force majeure;
- b) natural disasters, fire, flood, epidemic or pandemic;
- c) war, terrorism, civil unrest or governmental restrictions;
- d) sanctions or export/import restrictions;
- e) strikes, labour disputes or shortages of qualified personnel;
- f) shortages or delays in materials or components;
- g) delays by suppliers or subcontractors;
- h) regulatory inspections or investigations;
- i) OEM approvals or technical data delays;
- j) unexpected technical findings or major defects;
- k) Customer delays in providing aircraft, material, documentation, approvals or payment; and
- l) changes in applicable laws, regulations or aviation authority requirements.

12.3. In the event of an excusable delay, the applicable performance period shall be extended for a period reasonably corresponding to the delay and its consequences.

12.4. The Supplier shall not be required to procure alternative resources at disproportionate cost solely to avoid or reduce an excusable delay.

13. TRADE COMPLIANCE, EXPORT CONTROL AND SANCTIONS

13.1. The Customer shall comply with all applicable European Union, Lithuanian, United Kingdom, United States and other applicable export-control, import, re-export, sanctions and trade-compliance laws and regulations.

13.2. The Customer represents and warrants that the goods and Services shall not be used, transferred, exported, re-exported or otherwise made available in violation of applicable sanctions, export-control or trade-compliance laws.

13.3. The Customer shall provide, promptly upon request, all information reasonably required by the Supplier concerning end user, end use, ownership, destination, export classification, licences, authorisations and other trade-compliance matters.

13.4. The Supplier may suspend performance, refuse delivery or terminate the relevant transaction if:

- a) required licences or authorisations are unavailable;
- b) the Supplier reasonably determines that compliance cannot be verified;
- c) the Customer provides incomplete, inaccurate or misleading information; or
- d) performance would expose the Supplier to a material sanctions, export-control or regulatory risk.

13.5. The Customer shall not directly or indirectly sell, supply, export or re-export goods or Services in violation of applicable EU sanctions, including applicable restrictions concerning the Russian Federation and Belarus.

13.6. Any breach of this Clause shall constitute a material breach of the Agreement and shall entitle the Supplier to suspend performance, refuse delivery and/or terminate the relevant Agreement to the fullest extent permitted by law.

13.7. The Customer shall indemnify the Supplier against losses, claims, penalties, costs and expenses arising from the Customer's breach of this Clause or applicable trade-compliance laws, to the extent permitted by applicable law.

14. CONFIDENTIALITY

14.1. All commercial, technical, financial, operational and other non-public information disclosed by the Supplier to the Customer shall be treated as confidential.

14.2. The Customer shall not disclose, copy, publish or use confidential information except as necessary for the performance of the Agreement or with the Supplier's prior written consent.

14.3. Confidential information shall include quotations, pricing, technical data, drawings, manuals, procedures, reports, inspection findings, designs, business information and other proprietary information.

14.4. The confidentiality obligations shall survive termination or expiry of the Agreement for **five (5) years**, and trade secrets shall remain protected for so long as they qualify as trade secrets under applicable law.

15. INTELLECTUAL PROPERTY

15.1. All intellectual property rights owned or controlled by the Supplier before the Agreement shall remain the exclusive property of the Supplier or its licensors.

15.2. No provision of the Agreement shall transfer any intellectual property right to the Customer unless expressly agreed in writing.

15.3. To the extent permitted by applicable law, intellectual property created specifically by the Supplier in the course of providing Services shall remain the property of the Supplier unless the applicable Agreement expressly provides otherwise.

15.4. The Customer shall not reverse engineer, reproduce, modify, distribute or commercially exploit the Supplier's proprietary technical information except to the extent expressly permitted by law or by the Supplier in writing.

16. PERSONAL DATA

16.1. Each party shall comply with applicable data protection legislation, including Regulation (EU) 2016/679 ("GDPR"), in relation to personal data processed in connection with the Agreement.

16.2. Where the Supplier processes personal data on behalf of the Customer as a processor, the parties shall enter into any additional data-processing arrangements required by applicable law.

17. EVENTS OF DEFAULT AND TERMINATION

17.1. The following shall constitute a material breach by the Customer:

- a) failure to pay amounts due;
- b) material breach of the Agreement;
- c) provision of materially false or misleading information;
- d) insolvency or material financial distress to the extent relevant under applicable law;
- e) breach of trade-control or sanctions requirements;
- f) unauthorised interference with the Services; or
- g) failure to provide required documentation, approvals or security.

17.2. Where permitted by applicable law, the Supplier may, upon written notice:

- a) suspend performance;
- b) withhold delivery;
- c) require advance payment or additional security;
- d) terminate the Agreement; and/or
- e) declare all amounts due and payable.

17.3. Termination shall not affect rights or obligations accrued before termination.

17.4. Clauses concerning payment, confidentiality, intellectual property, liability, indemnification, trade compliance, retention of title and dispute resolution shall survive termination to the extent applicable.

18. CANCELLATION

18.1. If the Customer cancels an accepted order or Services, the Customer shall reimburse the Supplier for all work performed, materials ordered, non-cancellable supplier commitments, transportation, inspection, labour and other reasonable costs incurred up to the date of cancellation.

18.2. Where expressly stated in the applicable quotation, cancellation charges or agreed compensation for reserved capacity or lost slots shall also apply.

18.3. Any Customer deposit may be applied against amounts payable as a result of cancellation, subject to applicable law and the terms of the Agreement.

19. NOTICES

19.1. Notices under the Agreement shall be made in writing and may be delivered by email to the addresses designated by the parties.

19.2. An email shall be deemed received when transmitted, provided that no delivery failure notification is received, unless the parties have agreed otherwise.

19.3. The Customer shall promptly notify the Supplier of any change in its contact, billing, legal or ownership information.

20. ASSIGNMENT

20.1. The Customer may not assign, transfer or subcontract its rights or obligations under the Agreement without the Supplier's prior written consent.

20.2. The Supplier may assign or transfer its rights and obligations to an affiliate or successor in connection with a restructuring, merger, sale of business or similar transaction, provided that such transfer does not materially prejudice the Customer's contractual rights.

21. ENTIRE AGREEMENT AND SEVERABILITY

21.1. The Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes prior discussions, correspondence and understandings concerning the same subject matter.

21.2. If any provision of these Terms is held invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

21.3. The invalid or unenforceable provision shall, to the extent legally possible, be replaced or interpreted so as to achieve the closest lawful commercial effect of the original provision.

21.4. Failure by the Supplier to exercise any right shall not constitute a waiver of that right.

22. GOVERNING LAW AND JURISDICTION

22.1. The Agreement and these Terms shall be governed by and construed in accordance with the **laws of the Republic of Lithuania**, excluding its conflict-of-law rules, to the extent permitted by applicable law.

22.2. The parties shall first attempt in good faith to resolve any dispute through negotiations.

22.3. Any dispute arising out of or in connection with the Agreement which cannot be resolved amicably shall be subject to the **exclusive jurisdiction of the competent courts of the Republic of Lithuania**, with the court having jurisdiction over the registered office of **Blue Sky Technics UAB** having jurisdiction to the extent permitted by applicable procedural law.

22.4. Nothing in this Clause shall prevent the Supplier from seeking interim, provisional, protective or enforcement measures before any court having jurisdiction to grant such relief.

23. LANGUAGE AND INTERPRETATION

23.1. These Terms are prepared in the English language.

23.2. If these Terms are translated into another language, the English version shall prevail to the extent permitted by applicable law, unless the parties expressly agree otherwise in writing.

23.3. Headings are for convenience only and shall not affect interpretation.

24. ACCEPTANCE OF TERMS

By accepting a quotation, purchase order, delivery, aircraft, engine, component, material, Service or other performance from **Blue Sky Technics UAB**, the Customer acknowledges that it has received, reviewed and accepted these General Terms and Conditions.

BLUE SKY TECHNICS UAB