



HELINETWORK INTERNATIONAL

STANDARD EXCHANGE BINDING AGREEMENT

I, undersigned representing the company
 commit myself within a period of time corresponding to point 4. of
 the paragraph "Applicable standard exchange conditions" to return the following material in counterpart of the
 standard exchange; ; Designation :
 P/N:..... S/N:

I declare that I fully accept the general terms and conditions of sale relating to the standard exchange from all
 HELINETWORK INTERNATIONAL General Terms and Conditions of Sale, it being specified that I undertake to
 pay HELINETWORK INTERNATIONAL for any additional costs that may be necessary to overhaul the equipment
 supplied in the event that its condition does not correspond to normal wear and tear resulting from normal use.
 HELINETWORK INTERNATIONAL requests, prior to approval of the standard exchange, that it be provided with
 a complete copy of the documentation (Log Card and manufacturing history) of the customer's counterpart.
 The customer undertakes to ensure that the equipment is systematically sent with its original documentation (Log
 Card) as well as the manufacturing history. The counterpart becomes the property of HELINETWORK
 INTERNATIONAL upon receipt by HELINETWORK INTERNATIONAL.

Applicable standard exchange conditions

1. The Client is responsible for the condition of its counterpart, and undertakes to supply a core unit in normal conditions of use for expiry, which may require overhaul maintenance (TSN; CSN; TBO), and which has not suffered any accidents or incidents (e.g. material accident, fire, sudden stoppage, successive couples, etc.) or FOD.
2. The documentation (Log Card and manufacturing history) must be complete and up to date with the manufacturer's standards at the time the core unit is sent. In case of a Safran engine core unit, the T.U. must have been carried out.
3. In the event of non-return of the counterpart, or non-compliance with the required condition of the core unit (which could not be revised) rendering the standard exchange inapplicable, the amount of 40% of the new price, estimated value of the counterpart will be invoiced and due in addition to the price of the standard exchange.
4. The return period for the counterpart is 10 days (Europe Zone) and 15 days (International) following receipt of the manufacturer's invoice by HNI, for Safran parts. This period is extended to one month following dispatch of the order by HNI for other parts. The Client will be charged late delivery penalties set by the manufacturer (See Details of Penalties).
5. The core unit documents (Log Card) will be checked before the transaction.
6. Helinetwork International undertakes to provide a justification for the additional costs applied after the expertise of the Client's core unit (if applicable), and to proceed with reimbursement (if applicable), within a reasonable period of time, in accordance with the conditions sub-mentioned in the "Billbacks" appendix.

Aérodrome d'Aix-en-Provence – Chemin de la Badesse – 13290 LES MILLES – FRANCE
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SARL au capital de 250 000 EUROS – RCS 99 B 1061 – SIRET 401 262 068 00026 – APE 5110 Z

Prestations de services - Négoce Aéronautique

Bureau Veritas Certification – ISO 9001 & EN9120





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Potential additional costs NOT included in the standard exchange agreement

Additional costs will apply:

1. Any spare parts required that are not known in advance.
2. Physically missing parts and any normally serviceable/repairable parts that will require replacement or major refurbishment/work (as defined below), found during the detailed overhaul inspection and rejected.

Rejection is due to, but not limited to, corrosion, abuse, misuse, over-torque, abnormal wear or physical damage (non-exhaustive examples: bearings, housings, etc) or cycles and hours consumed in excess of what is stated on the Log Card or FOD. This damage will be invoiced to you in terms of time and materials once the Overhaul (O/H) inspection has been completed and will be deducted.

3. The application of any service bulletins required to bring your core unit up to standard following the last revision of the service bulletin.

Applicable penalties

Applicable penalties in the event of non-return of the counterpart within 10 days (Europe Zone) and 15 Days (International) following receipt of the manufacturer's invoice by HNI, for Safran parts. This period is extended to one month following dispatch of the order by HNI for other parts.

Safran Helicopters Engines

- Engines or engine components: €250 per day (2024 rates)
- Accessories or spares: €70 per day (2024 rates)

City _____, Date _____.

Signature and stamp (Preceded by the mention "Read and Approved")

Glossary

Original documentation: All documents specific to the S/N of the part issued by the manufacturer or a part-145 approved workshop or equivalent in accordance with EASA standards, contributing to the history and traceability of the part.

Counterpart: Refers to the Client part of which HELINETWORK INTERNATIONAL is aware (Designation; P/N; S/N), and for which HELINETWORK INTERNATIONAL approves a standard exchange request based on the history communicated. The counterpart acts as the residual value in the exchange.

Core Unit : Refers to the Client's counterpart.

FOD : Foreign Object Debris : refers to any type of substance, debris or element, whether mechanical or not, which is totally foreign to an aircraft or system but can cause it damage.

Accident or incident: Any known or unknown event that may have occurred during the use of the part, resulting in abnormal use of the part under these conditions.

Examples: material accident, fire, sudden stop, excessive torque; other.



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Appendix : Bill back

Here is how the exchange programme works and an explanation of "bill backs".

The basic standard exchange price includes :

1. The remaining TBO flight time to be reviewed with little or no downtime that the recipient will receive following the exchange.
2. The cost of the basic overhaul required by the manufacturer or workshop to restore your core unit to an airworthy condition, with airworthiness certificates, for use by the following Client as a TSO o.oo.
3. All 100% known parts that will be required to perform the above scheduled overhaul (i.e. seals, gaskets, hardware, locking devices, consumables, etc.).

The potential additional costs ****NOT**** included in the exchange are as follows (referred to as BILL BACK):

All necessary spare parts not 100% known, physically missing parts and all normally serviceable/repairable parts that will require replacement or major refurbishment/work (as defined below), found during the detailed overhaul inspection and rejected. Rejection is due to, but not limited to, corrosion, abuse, misuse, over-torque, abnormal wear or physical damage (non-exhaustive examples: bearings, housings, casings, etc.) or cycles and hours consumed in excess of what is indicated on the Log Card or FOD. This damage will be invoiced to you in terms of time and materials once the O/H inspection has been completed, and will be deducted. The remainder of the Client's deposit is returned by bank transfer.

1. Refurbishment/Major Rework means any special rework process required to bring a part back to the minimum standard overhaul specification (e.g. welding, plating, machining, sleeving, linear boring, plasma spraying or metallising).
2. The incorporation of all the service bulletins necessary for your core to reach at least the status of the service bulletin/unit modification you have received.
3. All shipping and insurance costs incurred for the exchange and/or base unit to and from our facilities.
4. Additional comments on the counterpart (core unit).
 - a. The counterpart must be in normal working condition and have NO history of accident or incident (fire, accident, sudden stop, over-torque, etc.) or FOD.
 - b. All historical data relating to the core unit must be complete from the date of the new delivery of components from the factory.
 - c. The core unit must be returned within 10 days (Europe Zone) and 15 Days (International) of receipt of the manufacturer's invoice by HNI, for Safran parts. This period is extended to one month following dispatch of the order by HNI for other parts. Safran delay charges are EUR 250 per day for engines and engine components, and EUR 70 per day for accessories or spares (2024 rates).
 - d. In the event of non-return of the consideration, or non-compliance with the required condition of the core unit (which could not be overhauled) rendering the standard exchange inapplicable, the amount of 40% of the new price, estimated value of the consideration will be invoiced and due in addition to the price of the standard exchange.
 - e. Counterpart files must be submitted for review prior to the exchange transaction.

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