

AIRBUS

HELICOPTERS



Pinellas County Sheriff's Office

PURCHASE AGREEMENT V-7206 REV 1

Offer Valid Until: 30 July 2021

H125

The Helicopter shown is for illustrative purposes only and may not be an exact representation of the final product defined in this document



Contract Number: V-7206
Pinellas County Sheriff's Office
Date: 15 July 2021
Revision 1

PURCHASE AGREEMENT
BETWEEN
PINELLAS COUNTY SHERIFF'S OFFICE
AND
AIRBUS HELICOPTERS, INC.



Contract Number: V-7206
Pinellas County Sheriff's Office
Date: 15 July 2021
Revision I

This Purchase Agreement is entered into by and between:

PINELLAS COUNTY SHERIFF'S OFFICE with its principal place of business at 10750

Ulmerton Road, Largo, FL 33778.

And

AIRBUS HELICOPTERS, INC., a Delaware corporation, with its principal place of business at

2701 N. Forum Drive, Grand Prairie, TX 75052



Contract Number: V-7206
 Pinellas County Sheriff's Office
 Date: 15 July 2021
 Revision I

PURCHASE AGREEMENT

1	GENERAL INFORMATION	
	Helicopter Type	H125
	Build Year	2021
	FAA Registration	N-Registered
	Quantity	Qty 1

2	EQUIPPED AIRCRAFT PRICE							
	Price of the helicopter with optional equipment <i>Detailed pricing defined in Exhibit 1</i>	<table> <tr> <td>Aircraft</td> <td>\$6,244,222</td> </tr> <tr> <td>Discount</td> <td>(\$66,140)</td> </tr> <tr> <td>TOTAL</td> <td>\$6,178,082</td> </tr> </table>	Aircraft	\$6,244,222	Discount	(\$66,140)	TOTAL	\$6,178,082
Aircraft	\$6,244,222							
Discount	(\$66,140)							
TOTAL	\$6,178,082							

3	MILESTONE PAYMENTS			
	<u>Deposits</u>	<u>USD</u>	<u>Percentage</u>	<u>Due</u>
	Balance	\$6,178,082	100%	Net-30 days upon delivery of the Aircraft
	TOTAL	\$6,178,082		

4	PAYMENT TERMS
	<p><u>Type of Payment:</u> Net-30 days</p> <p><u>Remit Instructions:</u> Submit U.S. funds to Airbus Helicopters, Inc., via wire transfer.</p> <p>Airbus Helicopters, Inc. C/O Bank of America 115 West 42nd Street New York, NY 10036</p> <p>ACH/EFT ABA # 111000012 Wire ABA # 026009593 AHI Account # 4427299827 Fed ID # 75-2416720</p> <p>Please reference the following identifying details in the wire transfer of funds: Invoice Number, Aircraft Model, Serial Number, and Contract Number.</p>

5	DELIVERY TERMS	
	Delivery Date	29 July 2022, subject to adjustment based on actual receipt of order
	Delivery Location	Shreveport, LA FCA INCOTERMS® 2020



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6	<p>ADDITIONAL PROVISIONS</p> <p>Revisions noted in this Section 6 take precedence over the related Exhibit 2 – Terms and Conditions. See Paragraph 16 of the Terms and Conditions for order of precedence.</p> <p>Discounts and Concessions: Special Consideration (\$66,140)</p>
7	<p>LIST OF EXHIBITS</p> <p>Exhibit 1 – Configuration Exhibit 2 – Terms and Conditions</p>
8	<p>NOTICES</p> <p>All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be given and received (a) when personally delivered by hand to the recipient or (b) three (3) days after deposit in registered or certified first class U.S. mail (or comparable national postal system, if appropriate), postage prepaid, or (c) transmitted by facsimile or electronically via email to the recipient at the address set forth under such recipient's name on the first page of this Agreement.</p> <p>AHI Christie White-Mays Contract Administrator/Manager Phone: 972.641.3455 Email: christie.white@airbus.com Address: 2701 N Forum Drive, Grand Prairie, TX 75052</p> <p>Pinellas County Sheriff's Office Bryan Smith Chief Pilot Phone: 407.222.8644 Email: bsmith@pcsonet.com Address: 10750 Ulmerton Road, Largo, FL 33778</p>

This Purchase Agreement, the attached Terms and Conditions (as defined herein) and all applicable Exhibits constitute the entire agreement between the Seller and the Buyer ("Agreement"). This Agreement supersedes all previous communications and/or agreements either oral or written, between the Seller and the Buyer with respect to the Products and/or Services (as defined herein).

The delivery date and price as defined herein will become firm upon receipt of deposit and executed Purchase Agreement no later than 30 July 2021.

The offer herein is subject to and contingent upon Buyer being cleared in Seller's Anti-Money-Laundering/Know Your Customer (AML/KYC) process. Seller will not sign this Purchase Agreement unless and until this AML/KYC clearance is obtained, and failure to obtain such clearance will render the offer herein null and void.



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This order is subject to the Terms and Conditions as defined in Exhibit 2 attached hereto. Any modifications to the Terms and Conditions are defined in Section 6 – Additional Provisions. This Document contains confidential information which is to be treated at all times in accordance with Paragraph 10 – Confidentiality of Exhibit 2 – Terms and Conditions.

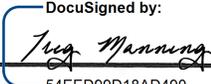
The Parties, intending to be legally bound as evidenced by the signatures below of each Party's authorized representative, agree to all terms as defined in this Purchase Agreement effective as of the final signature date shown below (Effective Date).

For PINELLAS COUNTY SHERIFF'S OFFICE

For AIRBUS HELICOPTERS, INC.



Signature

DocuSigned by:


Signature

Bob Gualbieri

Printed Name

Treg Manning

Printed Name

Sheriff

Title

VP,
Commercial
Sales

Title

7/16/2021

Date

7/19/2021

Date



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Exhibit 1
CONFIGURATION

Any changes to the configuration will be treated in accordance with Paragraph 16 – Modifications of Exhibit 2 – Terms and Conditions.

AIRBUS**2021 H125****BASIC AIRCRAFT:****\$3,307,013**

LH SLIDING DOOR W/REDUCED HI-VIS DOOR	COLLECTIVE ACTIVATED HOURMETER
CABIN HEATING/DEMISTING CIRCUIT	ROTOR BRAKE
HIGH SKID LANDING GEAR	WIRE STRIKE PROTECTION SYSTEM - EC - FIXED PROVISIONS
LONG BOARDING STEPS	ENERGY-ATTENUATING SEATS - PILOT & COPILOT
NVG VEMD	DUAL HYDRAULICS
200 AMP AUXELIC STARTER GENERATOR	LED POSITION LIGHTS - RH/LH
LED FIN ANTI-COLLISION LIGHT	CRASH RESISTANT FUEL SYSTEMS
VISION 1000 FLIGHT DATA MONITORING SYSTEM	AFT BAGGAGE DOOR MOD
ENHANCED THERMAL PROTECTION ON REAR TRANSMISSION	RG350 BATTERY, CONCORD LEAD ACID
RIGHT HAND REAR SLIDING DOOR	TAIL ROTOR GUARD, REMOVABLE PARTS
STEP - COWLING MAINTENANCE - LH/RH	PULSED LANDING AND TAXI LIGHT
HI-VIS MAIN ROTOR BLADES ONE OR TWO COLOR - IN CUSTOMER SELECTED SCHEME AND COLOR	
INTERIOR: FACTORY COVERED SEAT CUSHIONS WITH PROTECTIVE VINYL FLOORING OR COORDINATING UTILITY CARPET	

STANDARD AVIONICS:**INCLUDED**

COM/NAV/GPS / GTN650 / GARMIN	
LOOSE EQPT NAV/COM / GNC255A / GARMIN	<i>provide as loose equipment</i>
ELECTRONIC FLIGHT DISPLAY SYSTEM / G500H TXI / GARMIN	
CHARTVIEW OPTION	
SYNTHETIC VISION OPTION	
ELECTRONIC STANDBY INSTRUMENT / ESI-500 / L3	
LOOSE EQPT TRANSPONDER / GTX335R / GARMIN	<i>provide as loose equipment</i>
LOOSE EQPT AUDIO / GMA350H / GARMIN	<i>provide as loose equipment</i>
DUAL USB / TA202 / MID-CONTINENT	
ELT / 406AP-H INTEGRA EXT'D RANGE / KANNAD	

ADDITIONAL AIRFRAME EQUIPMENT: METRO AVIATION INSTALLED**\$1,010,631**

QTY	PART NUMBER	DESCRIPTION	MANUFACTURER	
1		Air Conditioner / Tailboom Condenser / RSG		76,061
1	350-7300-1	Avionics shelving - LH Baggage compartment		21,982
1	121001-101	Barrier Filter - B3, Donaldson		52,816
1	350-700324	Battery Relocation - RG390E Lead Acid - To Tailboom - (LARGE DOOR) - ECL		42,608
1	1741320	Engine - Facet oil filter - Purolator facet		12,044
1	350A82-1609-01	Instrument full width panel - AEC		36,223
1	350A82-1576-11	Light - Belly mounted strobe LED S/Multiblock - AEC/Whelen		7,898
2	D350-636-047	Skid shoes - Carbide Full Length - DART		7,840
1	350-700414-02	Tie Down MRB Kit (350-700414-02) - ECL		2,246
1		Tyler Fast Rope Bars - RH/LH - Fixed and Removable Parts		65,384
1	3501CC-2032-3	Window - LH AFT Sliding Door Comfort W/O Slide - Tinted Light Gray - TECH TOOL STC		3,849
1	3501CC-2032-4	Window - RH AFT Sliding Door Comfort W/O Slide - Tinted Light Gray - TECH TOOL STC		3,849
1	A84801-1	Wire Strike Protection System - B2/B3 REMOVABLE PARTS -		28,407
1	350A82-5070-0074	Engine Wash Kit B2/B3 AEC		9,890
1	STC# SR09510RC	Public Address (PA) Speakers - (We have to install 350A82-1655-01 PA Speaker Install.		64,571
4		Bose Headsets (includes blue tooth and panel connector kit)		7,424
1		Three Color Exterior Paint - price does not include custom paint mixes		46,512
1	MAI350-Commpl-####	Radio Comm panel - houses RC unit and Flip Down Monitor		7,382
1	MAI350-Storage Box	Storage between crew seats (includes Power USB and Keyboard USB)		5,529
2		Storage on back of Crew seats		2,570
1		Dual Controls w/ Twist Grip		33,523
1		AHCA Enlarged (Large) Pilot Floor Window		22,580
1		3-Axis Autopilot / Garmin		131,093
2		Cup holders - location TBD		1,811
1	200-280-03	Cargo Swing - ONBOARD 3086 LB Hydraulic Release (FIXED PROVISIONS ONLY)		83,508
1		Cargo Swing - Lipstick Camera to record cargo swing video		5,499
1		Human External Cargo Hook		119,961
1		Aft Bulkhead Hard Point with Cover		8,101
1		Track and Balance Provisions		9,171
1		RH Tail Rotor Pedal Extension		1,668
1		Engineering and Flight Test		29,921
1		Offsite Acceptance and Delivery		41,200
1		Ferry Flight From AHI, MS to MAI LA		17,510

AIRBUS**2021 H125**

MISSION EQUIPMENT: CNC SUPPLIED = METRO AVIATION INSTALLED				\$1,358,064
QTY	PART NUMBER	DESCRIPTION	MANUFACTURER	
		MX-10 Small Multi-Sensor, Multi-Spectral Imaging System		
		Wescam MX-10 Gen IV		299,000
		>Precision stabilized gimbal with inertial measurement unit (IMU) inside >Integrated electronics unit. HD digital and analog video output.> Multi Sensor Payload		
		Thermal imager, cooled MWIR, SD 640x 512 pixel, continuous zoom.		
		Color daylight imager, HD 1920 x 1080 pixel, continuous zoom.> Advanced real time image processing on all sensors		
1		> Hand controller unit (HCU), backlit, NVG compatible, with 1.8m (6') cord, bracket and shipping case.		
		> Transit Case> Operator Manual		
		> System Paint Color: black semi gloss (FED-STD-595C. Color Code 27028)> System Warranty will have 2yr/1000Hrs - Which ever occurs first		
		With each order for MX-10 system(s), Wescam will provide one 60 dayeLearning demo license for our Operation and Organizational Maintenance Course.		
		Note: Matching cables or connector kits are separately supplied items. Due to connector lead-time it is recommended that a connector kit be purchased at time of order.		
		MX-10 Small Multi-Sensor, Multi-Spectral Imaging System Continued		
1		Thermal Imager, cooled MWIR, HD 1280 x 720 pixel, continuous zoom		57,408
		> Replaces SD thermal imager		
1		EON-MX10 Electro Optic Narrow (EON) Day TV camera / spotter.		44,850
		> Spotter, Color HD 5 megapixel, 300mm focal length.		
1		AVT-MX10 Auto Video Tracker (AVT)		30,498
		> Functions on any imaging sensor video		
		> Selectable centroid, correlation and scenelock tracking algorithms		
1		IMAGE-FUSION-10 Image Fusion		22,425
		> Fuse IR and EO imagery		
		> Exportable to approved countries only		
		> Note: If this items selected, an accelerated delivery schedule may not be available.		
1		Laser illuminator (Wide Divergence) and laser rangefinder.		70,863
		> LRF required for use with LI per FDA for US non-federal government use.		
		> Complete with FDA guide with integration requirements.		
1		LAP-MX Laser Arming Panel for MX Series Systems		8,522
		> Compatible with MX-10 and MX-15 Series Systems only equipped with single Laser Illuminator		
		> Available with or without Key Switch and dimmable NVIS edge lit panel		
1		MX-GEO-GPS-10 MX-GEO with internal GPS		17,940
		> Geo-referenced target location		
		> GPS includes antenna and embedded receiver		
1		MX-RCS-IF-10 Remote control subsystem (RCS) interface		8,522
		> Control turret by a host computer / mission system		
		> Supported on one of RS-422, Ethernet or MIL-STD-1553b port		
		Wescam Ancillary Items and Cable Kits		
1		CONN-MX10 Connector Kit		4,485
		Primary, Signal & Video Turret mating connectors		
1		ICK-ST-MX10 Integrator Cable Kit for straight through applications, complete set of unterminated 10 meter cable bundles with standard connectors, contacts and straight backshells supplied.		15,502
		> MX-10 Primary Turret Cable (10m)		
		> MX-10 Enhanced Communications Cable (10m)		
1		> MX-10 Enhanced Video Cable (10m)		
		> Cable drawings provided for integrator support		
		Note: Subject to additional quote: add 90 degree backshells to this kit in addition to the straight backshells		
		Wescam Training		
1		MX-eLearn-60 eLearning - Operation/Organization Maintenance Training One license free with each order for MX-10 system(s)		
		Aero Computers UC-6000		
1		Ultichart Moving Map System AK-Selection Kit -		133,049
		AeroComputers AK4S Keyboard		
		> Included AIS (RX and Antenna)		
		> Garmin 650 interface (RTX)		
1		3g/4g Wifi Router (sim cards supplied by end user)		3,104
2		Comant External 3g/4g Antenna(s)		3,218
		AVI 8x8 HD Video Switcher		
1		8x8 Rugged 3-G SDI Video Switch		15,583
1		DZUS Rack Mount S000108-00 Remote Controller		5,865
		Monitor		
		7.0" Airborne Display with remote cable Model AB 7 HD MT (pig tail		
		Serial Number AB7=X		
1		with HD Wide (16:9 ratio) 1920x1080P Sunlight Readable LCD HDSDI input 3x HDSDI INPUTS AB7		11,011
		Dual-Mode HB+NVIS at 1,000 Nits Day,		
		1.71 Nits Night.		



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MISSION EQUIPMENT: CNC SUPPLIED = METRO AVIATION INSTALLED (continued)

	Monitor Continued:	
	17.3 AIRBORNE WIDE QUAD MONITOR FHD 16:9 1920X1080P	28,744
	Control buttons on bezel (lighted)	
1	SPECIAL 2/3rd 1/3rd PBP Custom firmware 1200NIT w/WHITE NVIS LIGHTING	
	QUAD with special sizing 4 HDSDI INPUTS	
	2 COMPOSITE INPUTS PCAP TOUCH	
	DO-160 TESTED S/N AB173SQ-18001	
	Airborne Mini2 6.5GHz DL System	
	Trolli SkyLink LinkBox Transmitter System	58,190
	> Band: C	
	> Frequency: 6400 - 6500 MHz	
	> Power: 8W linear> Video Inputs:	
1	- Composite	
	- (SD/HD) SDI - Ethernet> Power Outputs:	
	- Two (2) 28 VDC Switches - Three (3) 12 VDC Switches - 100 Watt max power	
	> Six (6) external Ethernet ports > Includes mounting tray	
1	Remote Interface Protocol Driver and Software for External Mapping System Control	6,325
1	TS LinkBox and Mini Antenna Control Software	3,163
	Installation Connector Kit, LinkBox	2,530
	> Connectors for	
	- Power	
1	- Ethernet	
	- Auxiliary	
	- LinkBox to Mini	
	> Cable termination instructions	
	SkyLink MINI II, high performance directional antenna with Internal INS	55,913
	> Stand-alone Antenna with built-in servo drive	
	- May be controlled from C90/100 or customer supplied control system (not included)	
	> Small and light weight	
	> Internal INS	
1	> Frequency: 6.5 GHz	
	> Az/EI control> Includes slip rings	
	> SkyLink MINI Coupler Assembly,with Downlook Antennas	
	> In-line 6 dB Coupler	
	> Integrated Downlook Antennas for 6.5 GHz> 75/25 split (HG/DL)	
1	GPS Antenna and Cable for C100 or Antenna Pod, 20 ft.	2,214
	Mounts	
1	AFDP-1-1R RIGHT HAND POST MOUNT (Mini II)	10,350
1	AFDP-1-1 LEFT HAND POST MOUNT (Wescam)	10,350
1	AMT-342 AFT MOUNT - Searchlight	13,225
2	DT-1-1 / DT-1-11 DOVETAIL SETS (MX-10/Mini II)	7,360
1	DOVETAIL DT-1-11 UPPER (Searchlight)	1,265
	Trakka TLX Searchlight	
	TLX Searchlight	103,548
	Power Conditioning Interface Unit (PCIU)Control Interface Unit - (Flight Control Interface)	
	Standard Cables MKII/MKIII Option 2	
	Optional Spectral Filters for Filter Wheel	
	> IR, 825 nm Filter	
1	> Visible Near Red Filter	
	> Amber Filter	
	> Blue Filter	
	Optional LRU Mounting	
	Pelican Cases	
	Training and Shipping	
	Project Engineering Management & Support - Aircraft	
	Project Engineering Management (Per Aircraft):	45,368
	> Complete System Design	
	> Full AMS Drawing Package	
1	> Engineering Support	
	> Installation Support of CFM Installer	
	> Final System Commission	
	> System Support - 1 Year (See Description Below)	



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MISSION EQUIPMENT: CNC SUPPLIED = METRO AVIATION INSTALLED (continued)

	Extended 24/7 Service and Support	
	> Oversight and coordination of aircraft mission suite equipment integration with new ground infrastructure:	
	> 24/7/365 live technical support	
	> Unlimited service calls with a tech on-site within 3 business days of repair request.	
	> Loaner systems provided within 48 hours after on-site service call, if available.	
	> On-site system and operational training for agency personnel.	
	> Comprehensive and ongoing training to operate mission suite solution with maximum ease and efficiency.	
1	> Training courses are done at PCSO facility with PCSO equipment and offer a hands-on learning experience that includes an in-depth review of all equipment, system functionality, user interface, and routine maintenance procedures	
	> Complimentary Service/Support to existing ground and air infrastructure.	
	> Valid transfers of OEM existing and new warranties to successful bidder for coverage plus expedited factory service from OEM's to winning bidder.	
	> All parts and labor to repair or replace defective components covered by warranty.	
	> Technical and operational consultation services for Local, State and Federal agencies.	
	1st Year	
	Shipping	
1	Shipping (including Wescam)	5,578
	Metro Aviation Mission System Integration	
1	Labor for Integration	252,096

ADDITIONAL AVIONICS: METRO AVIATION INSTALLED

\$547,221

QTY	PART NUMBER	DESCRIPTION	MANUFACTURER
1	GTN-750xi	GPS/NAV/Com	Garmin
1	CI428-410	GPS/XM Antenna	Comant
1	CI-1125	Nav Splitter	Comant
1	CI-122	Com Antenna	Comant
1	CI-105-6	Transponder Antenna	Comant
1		HTAWS enablement	Garmin
1	TDFM-9000	FM Transceiver Project # TBD - Budgetary pending project #	Technisonic
1		Antenna TBD - Budgetary	Comant
1	P178	Audio Mixer	Geneva
1	RC9000	NVG Remote Control Head RC-9000NV	Technisonic
1	GRA 5500	Radar Altimeter RT	Garmin
		Radar Altimeter enablement card for G500H	Garmin
2	S67-2002	Radar Altimeter Antenna	Sensor
		Geneva Audio System	
1	G13000	Audio Router	Geneva
1	G13116	Pilot Audio Panel	Geneva
1	G13116	Co-Pilot Audio Panel	Geneva
1	G13116	Rear Audio Panel	Geneva
1	LC-2 Clock	LC-2 Clock / 2-1/4 panel mount 12v-28v	Astrotech
3	TA-102	Dual USB Charging Port	Lonestar
1	RG-28	28-14VDC Converter	KGS
1	LS03-05025	12VDC Cigarette lighter	Lonestar
2	8870K4	Footswitch copilot and pilot	MIL-SPEC.
1		Rhoteta RT-600 - Does not include Extended Frequency Bands or Test equipment	
3	CIK-*****	Coil Cord (CIK6-24X-3/4C-6P)	Comm Innovations
1		NVG Compatible Avionics (Budgetary)	<i>ASU Aero Dynamix</i>
1		Maintenance Com Jack located in aft baggage	<i>MAI</i>
1		MP3 Jack - (location TBD)	<i>MAI</i>
1	GTS-800	Traffic System	Garmin
1	GDL-69HA	Data Link	Garmin
1	GTX345R	Transponder GTX-345R ADSB IN/OUT	Garmin
1		ADSB-OUT Disable Feature	
1	P132	Geneva Console	Geneva
1		Flightstream 510	Garmin

OPTIONAL ITEMS: METRO AVIATION INSTALLED

\$21,293

QTY	PART NUMBER	DESCRIPTION	MANUFACTURER
1	350A82-1094-02	Heavy Duty Cargo Tie Down Rings	AHI
1	P123 MAI/Geneva	Collective Barrier - AFT Pedestal - NON EMS	Geneva

SPECIAL CONSIDERATION:

(\$66,140)

TOTAL AIRFRAME AND COMPLETION, FCA, Shreveport, LA

\$6,178,082

AIRBUS

Contract Number: V-7206
Pinellas County Sheriff's Office
Date: 15 July 2021
Revision 1

Exhibit 2
TERMS AND CONDITIONS



TERMS AND CONDITIONS

Paragraph 1 - DEFINITIONS

- o **Affiliate** means a company which Controls or is Controlled by the Buyer or the Airbus Helicopters group of companies.
- o **Buyer** means the person, entity, or company to whom Seller sells any Products and/or Services under the Contract.
- o **Buyer Furnished Equipment and Customer Furnished Equipment (BFE/CFE)** means equipment owned by Buyer which has been furnished to Seller.
- o **Certificate of Conformity** means the document issued by Seller's quality assurance organization after completion of procedures approved by the respective authorized national agency certifying the Product's conformity with Seller's applicable specifications.
- o **Contract (or Purchase Agreement)** means the agreement between the Parties including these terms and conditions, along with all Exhibits, annexes, and appendices, applicable to the sale of Products and/or Services as defined therein.
- o **FAA** means Federal Aviation Administration.
- o **Control** (including with correlative meanings the terms "controlling", "controlled" and "under common control with"), shall mean the possession, directly or indirectly, whether through ownership of voting securities, by contract or otherwise of:
 - a majority of the voting rights exercisable at general meetings of the controlled undertaking on all, or substantially all, matters, or,
 - the power to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors on all, or substantially all, matters ; or
 - a power to exert a dominant influence over the affairs of the controlled undertaking
- o **FCA (Incoterms® 2020)** means Free Carrier International Commerce Terms
- o **Helicopter** means the specific helicopter(s) as defined in this Contract.
- o **Helicopter Manufacturer** means Airbus Helicopters S.A.S or Airbus Helicopters GmbH as applicable.
- o **IT Service Provider(s)** mean(s a) third parties(y) contracted by the receiving Party that provide(s) IT services, project management services or other office management services and which may have administrative rights to sustain the IT systems.
- o **Part** means a detail part with reference to a part number shown on a drawing parts list provided by the Helicopter Manufacturer.
- o **Party/Parties** mean either separately or collectively Buyer and/or Seller.
- o **Product(s)** means the goods to be provided by Seller under the Contract which comply with the applicable specifications and/or definition, including all types of Helicopters, optional equipment, Spare Parts, tools, other equipment, documentation, technology, data, software on a Product, and any other goods mentioned in the Specific Exhibit(s) when applicable.
- o **Seller** means Airbus Helicopters, Inc.
- o **Service(s)** means the services which may be performed under the Contract, consisting of:
 - performance of maintenance and repair,
 - provision of technical publications, technical assistance, and/or technical expert services,
 - tool rental,
 - performance of Training Services,
 - Software as a Service "SaaS", and
 - any other services mentioned in the Specific Exhibit(s), when applicable.
- o **Spare Parts** means replacement parts to be purchased from or otherwise supplied by Seller.
- o **Specific Exhibit(s) (or Exhibit)** means the exhibit of the Purchase Agreement outlining specific conditions.
- o **Terms and Conditions** means these terms and conditions applying to the sale of new Helicopters and associated Products and Services.
- o **Training Services** means training need analysis, training courses, and simulator sessions (if applicable), including training software, documentation and courseware.

All other defined terms used herein and not otherwise defined shall have the meanings assigned to those terms as set forth in the Maintenance Manual and Flight Manual (as such manuals are revised and amended from time to time) provided by Seller with each new Helicopter sold by Seller, copies of which have been supplied to Buyer.

Paragraph 2 - PRICES AND TERMS OF PAYMENT

- (a) Prices shown on the Purchase Agreement are in U.S. dollars for Products shipped FCA (Incoterms® 2020) Seller's facility or FCA to a common carrier at Seller's facility and do not include any preparation, packaging or crating charges, federal, state or local taxes, excise tariffs or charges, custom duties or other levies, applicable to the manufacture or sale of the Products , which charges, taxes, tariffs or other levies will be added by Seller to the purchase price and will be paid by Buyer, nor any modifications carried out at Buyer's request before and after delivery, expenses incurred for the inspection of Products by third parties, or expenses relating to freight forwarding, carriage by sea, air or land, ferry-flight, storage or insurance costs incurred after Buyer's acceptance.
- (b) Unless otherwise specified in this Contract, Buyer shall pay the total unpaid purchase price, plus all applicable preparation, packing and crating charges, taxes, tariffs, customs duties or levies, and other applicable charges, at the time of delivery of the Products. In the event Buyer claims sales tax exemption for its purchase of the Products and Buyer's purchase is subsequently found to be non-exempt by the applicable taxing authority, then Buyer agrees to reimburse Seller for any unpaid taxes, interest and penalties assessed against the purchase by the taxing authority.
- (c) All payments shall be made to Seller without setoff, in accordance with the payment terms and remittance instructions stated in Item 4 of the Purchase Agreement. Buyer represents and warrants that all payments made to Seller will be remitted from a bank account owned by Buyer or through a formal escrow closing.
- (d) Buyer shall remit all payments set forth in Item 3 of the Purchase Agreement with the initial deposit due immediately upon execution of the Contract by both Parties and final payment due at delivery of the Products and Services prior to acceptance and transfer of ownership. All deposits are non-refundable.
- (e) Payment shall under no circumstances be postponed or apportioned for any reason whatsoever. Without prejudice to the above, should Buyer fail to pay, or in the event of a delay in payment, Seller will be entitled to extend the schedule for an equivalent time period and/or suspend performance of the Contract and/or in all cases definitively retain the amount of any payments already made by Buyer. The retention of any such payments shall not preclude Seller from seeking compensation from Buyer for further damages and/or costs. In the event of a delay or failure by



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Buyer to pay for more than sixty (60) calendar days, Seller shall be entitled to terminate the Contract for default of Buyer under the conditions defined in Paragraph 13 of this Contract.

Paragraph 3 - DELIVERY AND ACCEPTANCE

- (a) The Products shall be delivered FCA (Incoterms® 2020) Seller's facility or FCA to a common carrier at Seller's facility for shipment at Buyer's expense to destination(s) designated by Buyer. Title to and risk of loss for Products shall pass to Buyer upon delivery thereof to Buyer at Seller's facility or upon delivery thereof to a common carrier at Seller's facility for shipment to Buyer unless otherwise specified in the Purchase Agreement.
- (b) The Products shall be accepted by Buyer by an authorized and qualified representative of Buyer after inspection and, in the case of Helicopters, flight test at Seller's facility or at such other location previously approved by Seller.
- (c) Prior to Buyer's acceptance activities for new Helicopters, the Seller shall perform production ground and flight tests on Helicopters. Flight tests will not exceed fifty (50) hours per Helicopter for the H215 and H225 model aircraft, thirty (30) hours per Helicopter for the H160 and H175 model aircraft and twenty (20) hours per Helicopter for all other model aircraft. Some equipment and components may be delivered with up to fifty (50) hours and/or the remaining time of some equipment and components may be reasonably affected by the manufacturing cycle. Additional hours may be flown in the event that development and installation of specific equipment is requested by the Buyer. The cost of such additional hours shall be borne by Buyer.
- (d) Buyer agrees to accept the Products in accordance with this Paragraph 3 within ten (10) calendar days after: (i) the delivery date set forth on the Purchase Agreement or (ii) the date that the Products are ready for delivery as specified in a written notice by Seller to Buyer, if said delivery has been delayed by Seller.
- (e) In the event Buyer fails to accept delivery of the Products as provided herein, or fails to make any payments that may be due to Seller prior to or at delivery of any Products, or breaches any other terms or provisions hereof, Seller may cancel this Contract and retain all payments, including all deposits, theretofore made by Buyer to Seller, whether pursuant to this Contract or otherwise, in satisfaction of any indebtedness of Buyer hereunder, and the retention by Seller of any such payments shall not preclude Seller from seeking additional or further damages from and against Buyer as Seller may elect.
- (f) Upon delivery of the Products to Buyer, Buyer shall immediately inspect the Products at its own cost. If the Products are found not to conform to the published specifications for such Products, Buyer shall give written notice to Seller of any claim to that effect within ten (10) calendar days after delivery of the Products, setting forth in reasonable detail the manner in which the Products do not conform. If Buyer retains the Products after delivery without giving Seller such notice as required, such failure shall constitute an irrevocable acceptance of the Products by Buyer except with respect to defects not reasonably discoverable by such inspection.
- (g) Immediately upon transfer of ownership to the Buyer, the Buyer shall be responsible, at its own cost, for appropriate insurance coverage. With respect to the Buyer's hull all risk and hull war risk insurance coverage, the Buyer shall cause the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller, its assignees and its directors, officers, agents and employees. From the transfer of risks, the Buyer shall bear all risks related to the Helicopter and waive the right of any recourse of any nature whatsoever against the Seller, its assignees and its directors, officers, agents and employees in this respect.
- (h) After delivery of the Helicopter, should Buyer delay flyaway from Seller's facility, Seller shall provide hangar keeper's care and charge Buyer according to prevailing rates. Buyer is responsible for any additional costs incurred by Seller due to such delay.
- (i) Seller will comply with all mandatory service bulletins and airworthiness directives prior to delivery. The Helicopter is to be delivered with an FAA Certificate of Airworthiness in the Standard category, or in the case of an unassembled delivery, capable of obtaining an FAA Certificate of Airworthiness in the Standard category upon completion at Buyer's designated completion center.

Paragraph 4 - DELAYS

- (a) Seller shall not be responsible for, or liable to Buyer, for any damages or expenses incurred by Buyer from any failure to perform or delay in performance by Seller due, in whole or in part, to "Excusable Delays." An "Excusable Delay" is any failure to perform or delay in performance that is due to causes beyond Seller's control including, but not limited to, acts of God, pandemic, epidemic, fire, explosion, acts of the public enemy, war, insurrection, sabotage, labor disputes (regardless of the reasonableness of demands of labor), shortage of labor, fuel, power or materials, failure or delays in transportation, equipment or machinery breakdown, failure or delay of Seller's sources of supplies, acts, orders or priorities (whether compliance therewith is mandatory or voluntary) of any government, state, or political subdivision or agency thereof or judicial action and any other case beyond the reasonable control of the Seller, including any of the above events which pre-existed at the time of the signature of the Contract and where unknown to Seller.
- (b) Buyer's failure to provide, not less than ninety (90) calendar days prior to the scheduled delivery date, complete materials, equipment, instructions, and authorizations to Seller for installation of BFE/CFE during the assembly process, which failure causes the Product to be nonconforming at the delivery date, shall not be cause for delay in acceptance pursuant to Subparagraphs 3(c) and 3(e) above or delay in payment. In the event BFE/CFE is nonconforming or inoperable, Buyer is responsible for any additional costs incurred by Seller and for any resulting delay in delivery. Detailed instructions concerning the external paint scheme of the airframe, and the colors of the interior upholstery and, if necessary, the selected type of upholstery, shall be provided to Seller at the latest sixty (60) calendar days after signature of the Contract by the last Party to sign, based on samples provided by Seller. Any delay in delivery date due to Buyer's failure to provide Seller such detailed instructions within this 60-day period may result in delays to the delivery of the Helicopter. Any additional costs incurred by Seller as a result of the occurrence of one or more of the events described in this Subparagraph 4(b) shall be invoiced by Seller and paid by Buyer at time of delivery over and above the price of the Contract.
- (c) Furthermore, any change request(s) by Buyer may extend the delivery date or require an adjustment to the purchase price stated in the Purchase Agreement. In order not to impact delivery schedules, the Parties agree to freeze the configuration at least ninety (90) calendar days prior to scheduled delivery date unless mutually agreed otherwise by the Parties. Certain configuration changes require configuration freeze more than ninety (90) calendar days prior to scheduled delivery. Upon Buyer request for changes, Seller is authorized to send Buyer an electronic sequential confirmation notice of change order by Buyer setting out the configuration change or Contract revision, the adjusted purchase price, if any, and the revised delivery date. Buyer may reject, in writing or electronically, any confirmation notice that is unacceptable within five (5) calendar days of receipt of a confirmation notice from Seller. If timely rejected by Buyer, the Contract, as amended, will remain in effect and the change order will lapse and not become a part of this Contract. Buyer's failure to respond timely to any confirmation notice will be deemed acceptance of the change order by Buyer, which will become part of the Contract, as amended. The Parties agree that any such configuration change request from Buyer within ninety (90) calendar days will be contracted through a separate retrofit agreement for the additional scope of work including the related price and delivery schedule, if applicable.



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- (d) Seller's adherence to the delivery date is conditioned upon Buyer fulfilling all of its contractual obligations.
- (e) For the avoidance of doubt, the delay or absence of payment by Buyer cannot be considered by itself as an Excusable Delay.
- (f) In case of Excusable Delay, the contractual delivery date shall be extended by such period of time reasonably required to remove and/or overcome the event of Excusable Delay and its effects.

Paragraph 5 - LIMITED WARRANTY

- (a) Seller warrants each new Helicopter and Parts and tools manufactured by Helicopter Manufacturer purchased under this Contract to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to replacing or repairing Parts or tools that have been returned to Seller's facility and, at the time of any repair or replacement, shall have been recognized by Seller, in its sole discretion, as subject to this warranty. To be eligible for repair or replacement under this warranty, the alleged failure must have occurred, as determined by Seller, within the following time limits:
 - (1) With respect to Helicopter(s) and optional equipment manufactured by Helicopter Manufacturer: 2000 flying hours or -36- months after delivered to Buyer, whichever occurs first.
Seller agrees to credit Buyer at the rate specified below for reasonable labor hours solely related to direct removal and re-installation of Parts covered by approved warranty claims, but only during the first 12 months of warranty coverage. The credit will be subject to prior investigation and acceptance by Seller and will be credited to Buyer's trade account for future spares orders only. All credits must be used within 12 months of issue. All compensation for labor rates will be credited at \$190/hour.
 - (2) With respect to new Spare Parts manufactured by Helicopter Manufacturer, the earlier of: (i) 1000 flying hours; (ii) 12 months after installation; or (iii) 24 months after delivery to Buyer; and
 - (3) With respect to tools manufactured by Helicopter Manufacturer, 24 months after the tool is delivered to Buyer.
- (b) The Parts provided under this warranty, as warranty replacement Parts, may be new, repaired or otherwise serviceable components/Parts and shall be covered by the balance of the warranty period still remaining against the new Helicopter and/or replaced Part as applicable.
- (c) As soon as possible, but no later than fifteen (15) calendar days after the discovery of an alleged defect, Buyer shall furnish to Seller, by using a warranty claim form provided by Seller, the full details of its claim and the basis thereof. As soon as it receives said form, Seller will forward to Buyer a warranty claim acknowledgment and a Return Material Authorization (RMA) number. Return Material Authorization means the form provided by Seller for purposes of this warranty paragraph and/or Repair & Overhaul Service. Within thirty (30) calendar days following the receipt of such documents, Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to timely return the allegedly defective Parts, Seller reserves the right to invoice the replacement Parts which have been ordered or produced for Buyer at the price stated in Seller's relevant price list then in force, or in the relevant quotation. Risk of loss or damage during transportation of Parts returned to Seller shall be borne entirely by Buyer. Risk of loss or damage during transportation of replacement Parts to Buyer shall be borne entirely by Buyer. Other than shipping costs from Seller to Buyer, any insurance, customs expenses and other charges, as well as the expenses incurred by Buyer for the removal, re-installation and related costs and expenses with respect to such Part or Parts, shall be borne by Buyer, except as specifically provided otherwise herein. With written approval from Seller's Warranty Administrator, selected Parts may be retained at Buyer's site to be scrapped locally. Claims will not be processed until a completed claim by Buyer has been approved in writing by a Technical Representative of Seller and forwarded to and received by Seller's Warranty office, Grand Prairie, Texas.
Note: Parts/Components ordered as replacement Parts must be identified by Buyer and acknowledged by Seller as "warranty replacements" at the time of order.
- (d) This warranty shall apply only to the extent the Helicopter and the Parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. This warranty shall apply to Spare Parts only to the extent they are properly stored and installed, operated, and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller rendering technical advice, assistance or service in connection with the Products.
- (e) In Seller's sole discretion, if Buyer modifies, repairs or alters any Helicopter or Part sold hereunder in any manner without the prior written approval of Seller, such modification, repair or alteration shall cause this warranty to terminate and be of no further force and effect.
- (f) This warranty may not be extended, altered or varied except by prior written agreement signed by Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.
- (g) **SELLER AND HELICOPTER MANUFACTURER DISCLAIM AND EXCLUDE FROM THIS CONTRACT ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, OTHER EXPRESS WARRANTIES, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTY SET FORTH ABOVE IS GIVEN IN LIEU OF: (i) ALL OTHER WARRANTIES AND (ii) ANY OBLIGATION OR LIABILITY OF, RIGHT OR CLAIM AGAINST, OR REMEDY FROM SELLER OR HELICOPTER MANUFACTURER, IN CONTRACT OR IN TORT, INCLUDING PRODUCTS LIABILITY BASED ON SELLER'S OR HELICOPTER MANUFACTURER'S STRICT LIABILITY OR NEGLIGENCE. THE RIGHTS AND REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE IN CONNECTION WITH THE SALE OF HELICOPTER MANUFACTURER'S AND SELLER'S PRODUCT(S). THE STATED EXPRESS WARRANTY PROVIDED HEREIN CONSTITUTES SELLER'S SOLE LIABILITY IN CASE OF BREACH OF THE WARRANTY OBLIGATIONS, AND IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY OR REMEDY AVAILABLE UNDER THE CONTRACT OR AT LAW.**
HELICOPTER MANUFACTURER AND SELLER MAKE NO WARRANTY WITH RESPECT TO TURBINE ENGINES OR AVIONICS EQUIPMENT. FOR WARRANTY ON THESE EXCLUDED PARTS, BUYER MUST LOOK TO THE ORIGINAL MANUFACTURER. AT BUYER'S WRITTEN REQUEST, SELLER WILL ASSIGN TO BUYER ANY WARRANTY RIGHTS IT MAY HAVE RECEIVED WITH RESPECT TO SUCH ITEMS OR PARTS TO THE EXTENT SUCH RIGHTS ARE ASSIGNABLE. NORMAL WEAR AND TEAR OF PARTS SUCH AS SEALS, TIRES, INNER TUBES, BULBS, LEAD-ACID BATTERIES, PACKINGS, AND SIMILAR CONSUMABLE PARTS, AS WELL AS THOSE PARTS WHOSE LIST PRICE IS \$50.00 OR LESS, ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY.



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Paragraph 6 - TECHNICAL PUBLICATIONS

- (a) Seller shall supply at no additional cost to Buyer:
- (1) One interactive electronic support O.R.I.O.N (Optimized Reader for Internet and Other Networks) with the documentation necessary for the identification and maintenance of Parts for operation and routine servicing, for each Helicopter delivered. Buyer has access through e-TechPub on AirbusWorld to:
 - o O.R.I.O.N Full Online for reading only
 - o O.R.I.O.N Light Online for download
 - (2) One Hard Copy of
 - o The Flight Manual for each Helicopter purchased by Buyer hereunder. Each Flight Manual will be customized to the specific configuration at delivery of the corresponding Helicopter. For H160 model aircraft, an electronic Flight Manual will be delivered to the Buyer.
 - (3) Access to Technical Information Publication on Internet (T.I.P.I.) for:
 - o The Service Bulletins and their subsequent updates;
 - o The Master Servicing Manual;
 - o An access to eDynamic Trouble Shooting (eDTS) for Helionix® equipped Helicopters.
 - (4) At no additional cost for three (3) years from acceptance of Product(s):
 - o One (1) electronic support (EVIDOC CMM) with the documentation necessary for the maintenance of the Parts installed on the Helicopter, and for which the suppliers have granted copyrights to Helicopter Manufacturer, for each Helicopter purchased. Buyer will have access to the technical publication through e-TechPub on AirbusWorld.
 - (5) The technical publication is initially provided at the latest available revision level.
 - (6) Seller shall supply at no additional cost and as long as the Helicopter is in operation, the updated versions of O.R.I.O.N and of the Flight Manual. The Master Servicing Manual and the Service Bulletins will be updated on T.I.P.I or such other system as Helicopter Manufacturer may implement for updating these publications.
 - (7) The Seller provides the Buyer, at no additional costs per delivered Helionix® equipped Helicopter, with a data pack to ease the initialization of Buyer's maintenance information system. The data pack will be delivered in standard electronic format. The Seller will choose the electronic format(s) at its sole option and may change from time to time.

Paragraph 7 - TRAINING

Unless otherwise stated in the Contract, Training Services shall be performed in accordance with the elements stated in the table below for the applicable aircraft model.

Model	Pilot Training	Airframe/Engine Technician Training	Avionics Technician Training
H125	2 slots	1 slot	N/A

Seller may modify the content of Training Services to incorporate new regulatory requirements without the consent of Buyer so long as the modifications do not affect the price and/or schedule. If new regulatory requirements affect the price, duration, or delivery date of the Training Services, Seller and Buyer shall agree in writing to any required adjustments to the Contract. If the Parties fail to reach an agreement within thirty (30) calendar days of Seller giving written notice to Buyer of proposed adjustments, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 13.

(a) Pilot Training

- (1) In accordance with the elements stated in the table above for each applicable aircraft model, Seller shall provide, at its facility in Grand Prairie, Texas, transition training for Buyer's pilots who are proficient in helicopter flying for each new Helicopter purchased hereunder provided (i) such training is commenced within one (1) year of the delivery date hereunder, and (ii) both pilots attend the same ground school. Separate ground schools are subject to additional charges. Flight training for each pilot shall be performed in Buyer's Helicopter(s) after transfer of title to the Helicopter(s) to Buyer, unless the Parties specifically agree otherwise. Transition training shall be in accordance with Seller program of instruction. Seller reserves the right to set minimum competency requirements for any pilot to be trained hereunder and to refuse to train any pilot not meeting those requirements.
- (2) Buyer may elect to have additional qualified pilots trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional pilot to be trained.
- (3) Buyer acknowledges that the transition procedures include, in addition to standard flight operations, the actual performance of emergency flight procedures simulating non-standard flight conditions. Buyer hereby accepts the risk of injury, loss, and damage associated with instruction in emergency flight procedures.
- (4) Buyer hereby assumes the risk of loss, injury and damage to Buyer's Helicopter(s), employees, representatives or agents during any training including without limitation, consequential or incidental damages, loss of use or injury, regardless of cause or fault, for the first \$200,000 in damages and Buyer waives all right of recovery and subrogation against Seller and its employees and agents for any such damage, injury or loss so sustained for the first \$200,000 in damages; provided, however, that this waiver and assumption of risk shall only apply to losses other than Product failures for which Seller may be responsible under the warranty provisions of this Purchase Agreement, in which case Seller's liability to Buyer, if any, shall be limited in accordance with the terms of that warranty.

(a) Maintenance Training

- (1) For each new Helicopter purchased hereunder, Seller will provide ground courses covering field maintenance on the airframe and engine. In accordance with the elements defined in the table above for each applicable aircraft model, Buyer may elect to send qualified technicians to any scheduled Field Maintenance training courses and any scheduled Avionics training course (as applicable) during the six (6) months prior to delivery of the Helicopter or up to one (1) year after its delivery. Seller reserves the right to set minimum competency requirements for any technician to be trained hereunder and to refuse to train any technician not meeting those requirements.



- (2) Buyer may elect to have additional qualified technicians trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional technician to be trained.

(C) General

- (a) Buyer shall be responsible for the first \$200,000 damages for any loss or injury to Buyer's property, employees, representatives or agents at all times while at Seller's facility when transition or maintenance training is a reason for such time spent at Seller's facility. Furthermore, Buyer shall hold Seller and its employees and agents harmless for any such loss or injury regardless of cause or fault up to \$200,000. Nothing herein is intended to waive the provisions of sovereign immunity found in 768.28 Florida Statutes.

- (2) All expenses and liabilities of Buyer or Buyer's personnel for travel to and from the Seller's training facility, and stay during training, shall be borne by Buyer. Seller reserves the right to refuse to provide training to any pilot or technician for any non-discriminatory reason.
- (3) The training and technical assistance provided for herein applies only to the original purchase of a new Helicopter and is not transferable without the prior written consent of the Seller.
- (4) Reasonable insurance coverage of risks arising from the Training Services will be included in Seller's insurance policy. Seller may provide the certificate for such coverage to Buyer at its request.

(d) Distance Training

Some training courses may also be conducted in a remote mode; the distance training being provided on an "as available basis". The Seller will use web videoconferencing applications to perform Training in a remote mode. Course duration may be impacted due to the remote mode.

Confidentiality is warranted as defined in the applicable conditions of the web videoconferencing applications. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through web videoconferencing application and shall hold the Seller harmless from and against any consequence of a breach thereof. The Seller will choose the web videoconferencing applications at its sole option and may change from time to time.

Appropriate equipment, connectivity and telecommunication services are required to allow the Buyer to perform the remote Training. The choice of the Buyer's equipment, connectivity and telecommunications service providers remains the sole responsibility of the Buyer. The costs of these connectivity and telecommunication services shall be borne exclusively by the Buyer. The Seller shall in no event be responsible for a degraded performance due to an inappropriate Buyer's choice. The Buyer recognizes also that the good performance of the connection during the remote Training depends on the bandwidth. The Seller shall not be liable of any defective bandwidth.

An IT requirement list is sent to the customer before the course. The Buyer shall ensure the availability of appropriate IT equipment and environment (hardware, software, internet, minimal bandwidth and e-mails access - in general a webcam is mandatory) and the appropriate comfort for its trainees (such as but not limited to thermal and acoustic environment allowing to work concentrated without disruption and proper lighting).

Training manuals are provided to trainees before the course as download file or paper version or on an electronic device, as available.

Each Party remains solely and exclusively responsible for the information exchanged and shall take any appropriate action in order to:

- o comply with the applicable laws and regulations;
- o ensure that none of the information exchanged contravene public policy.

Paragraph 8 - PRICE ADJUSTMENT AND PRODUCT SPECIFICATION CHANGE

- (a) Pursuant to new manufacturing or engineering requirements, obsolescence or new regulations or to any currently unknown and unforeseeable impacts of the COVID-19 pandemic, Seller shall be entitled to carry out modifications without the consent of Buyer, provided such modifications do not affect the specifications or performance of the Products and/or Services, related costs or delivery time. Should the requirements affect specifications or performance of the Product and/or Services, related costs and/or delivery time, Seller and Buyer shall mutually agree in writing to an equitable adjustment in the price and/or schedule. Notwithstanding anything to the contrary, if the Parties fail to reach an agreement within thirty (30) days of Seller notifying Buyer in writing of the proposed adjustment, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 13.
- (b) Any Buyer requested changes, including configuration changes, which result in an impact to cost and/or delivery schedule require written agreement of Seller and Buyer to an equitable adjustment in price and/or delivery schedule prior to implementation of Buyer's requested changes. Buyer agrees that the aircraft will remain registered on the FAA's civil registry and under U.S. ownership for a minimum period of nine (9) months after delivery.

Paragraph 9 - DELIVERY AND ACCEPTANCE OF TRADE-IN AIRCRAFT

- (a) In the event Seller agrees to accept a trade-in aircraft, Buyer must tender trade-in aircraft for acceptance by Seller in an airworthy condition and must satisfy all of the following conditions:
- (1) trade-in aircraft's engine(s) must pass power assurance checks conducted by Seller in its acceptance inspection of the aircraft;
 - (2) Buyer must deliver to Seller complete and accurate airframe and engine records showing compliance with all airworthiness directives and mandatory service bulletins applicable to trade-in aircraft;
 - (3) Buyer must deliver to Seller a complete set of updated maintenance manuals for trade-in aircraft unless originally delivered by CD ROM;
 - (4) trade-in aircraft must have no damage history or corrosion, unless acknowledged and accepted by Seller;
 - (5) Buyer must convey title to the trade-in aircraft free and clear of any liens, claims, security interests, charges or encumbrances of any kind;
 - (6) Buyer must deliver to Seller all standard ground handling equipment and protective covers for the trade-in aircraft;
 - (7) all equipment and systems installed on the trade-in aircraft at the time of the detailed inspection by Seller, which is provided for in Subparagraph 9(b) below, must be installed and fully operational and, if no detailed inspection is conducted, then all equipment and systems installed on the trade-in aircraft at the acceptance inspection by Seller, which is provided for in Subparagraph 9(b) below, must be installed and fully operational;
 - (8) no life-limited component installed on the aircraft at the time of the detailed inspection by Seller (provided for in Subparagraph 9(b) below) can be replaced thereafter unless required for the aircraft to remain airworthy, in which case the replacement component must have a time remaining value equal to, or greater than, the unit being replaced; and
 - (9) annual and/or other periodic inspection(s) as specified by Seller must be completed within the period(s) specified by Seller.

Seller will accept title to trade-in aircraft upon Buyer's compliance with all of the conditions enumerated above.



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- (b) Seller shall be entitled to conduct a detailed inspection of the trade-in aircraft at Buyer's facility at a mutually agreeable time following execution of the Contract by both Parties. Seller shall be entitled to conduct an acceptance inspection of trade-in aircraft at Buyer's facility within a specified period of time acceptable to Seller following the date on which Buyer tenders the trade-in for acceptance by Seller by giving notice of tender in accordance with the notice provisions herein. The delivery date for Buyer to tender the trade-in to Seller for acceptance is specified on the Purchase Agreement.
- (c) Any trade-in amount set forth in this Contract will be contingent upon and subject to AHI's acceptance of the applicable trade-in aircraft. If Buyer fails to comply with any of the conditions in Subparagraph 9(a), all costs necessary to correct the deficiencies, if correctable, will be borne by Buyer and all such deficiencies must be corrected to Seller's satisfaction before it shall be obligated to accept title to the trade-in aircraft. If Buyer fails to comply with any condition in Subparagraph 9(a) as of the delivery date specified herein for the trade-in aircraft, Seller, in its sole discretion, may specify, then or at any time thereafter, a period of time by which Buyer must cure the deficiencies to Seller's satisfaction; however, Seller is not obligated to allow Buyer any period of time to cure any such deficiencies. If Buyer fails to comply with Subparagraph 9(a), Seller may elect not to accept the trade-in aircraft, in which case the net purchase price owing by Buyer shall be adjusted accordingly. Any amount owing to Seller as a result of any such adjustment shall be due from and payable by Buyer on the payment terms specified on the Purchase Agreement unless otherwise specified herein. Seller, at its option, shall be entitled adjust any trade-in credit at time of delivery until such time as it can conduct a detailed inspection of the trade-in aircraft. Seller will provide a final trade-in credit value within thirty (30) calendar days of the delivery date provided the trade-in aircraft requires no maintenance actions under Subparagraph 9(a), normal wear and tear excepted.
- (d) Buyer represents and warrants that when it conveys title to the trade-in aircraft to Seller:
- (1) Buyer will have good and marketable title to said aircraft;
 - (2) Buyer will be the sole owner of said aircraft; and
 - (3) Buyer will be duly authorized and entitled to sell, transfer, convey, and assign all of its right, title and interest in and to said aircraft and will not violate any agreement or provision thereof by doing so.
- (e) In the event Seller shall acquire title to trade-in aircraft subject to any liens, claims, security interests, charges or encumbrances, Buyer shall promptly cause any such liens, claims, security interests, charges or encumbrances to be terminated, released, or otherwise discharged and shall hold Seller harmless against any liability arising from, relating to, or based upon any such lien, claim, security interest, charge, or encumbrance.

Paragraph 10 - CONFIDENTIALITY

During the performance of the Contract, the confidential information of the Parties shall be protected as follows: the term "Confidential Information" shall mean any information or data in whatever form (either in writing or orally, subject to the conditions set forth hereinafter, and including but not limited to any written or printed documents, samples, models or any means of disclosing such Confidential Information that the disclosing Party may elect to use during the life of the Contract), disclosed by either Party to the other and which is designated as confidential by the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) calendar days at the latest) confirmed and designated in writing as Confidential Information of the disclosing Party, or if not so designated would be understood by a reasonable recipient to be confidential.

The receiving Party hereby covenants that, to the extent permitted by law, from the effective date of the Contract, the Confidential Information received from the disclosing Party shall:

- (a) be protected and kept in strict confidence by the receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Confidential Information of like importance, but in no case any less than reasonable care;
- (b) be only disclosed to and used by those persons within the receiving Party's organization (including temporary workers) and its Affiliates, external counsels, lawyers, accountants, auditors, banks, insurers and IT Service Providers, who have a need to know and solely for the purpose specified in the Contract (and provided such entities are bound by confidentiality obligations either at least as constraining or resulting from a professional duty by operation of law);
- (c) not be used, in whole or in part, for any purpose other than the purpose of the Contract without the prior written consent of the disclosing Party;
- (d) neither be disclosed nor caused to be disclosed, whether directly or indirectly to any third Party or persons other than those mentioned in Subparagraph 10(b) above; and
- (e) neither be copied nor otherwise reproduced nor duplicated, in whole or in part, where such copying, reproduction or duplication has not been specifically authorized in writing by the disclosing Party.

The obligations of confidentiality/use restriction will not apply to any Confidential Information that the receiving Party proves:

- (a) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the receiving Party; or
- (b) was lawfully received by the receiving Party from a third party free of any obligation of confidence to such third party; or
- (c) was already in the possession of the receiving Party prior to receipt thereof, directly or indirectly, from the disclosing Party; or
- (d) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining the information in confidence have been exhausted including giving the disclosing Party such advance notice of the possibility of disclosure as practical so the disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure;
- (e) is subsequently and independently developed by employees, consultants or agent of the receiving Party without reference to the Confidential Information disclosed under this Agreement; or
- (f) a Party has a statutory obligation to disclose

Any Confidential Information and copies thereof disclosed by either Party to the other shall, subject to any third Party rights, remain the property of the disclosing Party and if permitted by law, shall be immediately returned by the receiving Party upon request. Notwithstanding the confidentiality obligations stated in the Contract, the receiving Party may disclose the Confidential Information to any governmental agency or judge legally authorized to have mandatory access to such information, provided however that in these circumstances, the receiving Party shall, prior to disclosure, notify the disclosing Party to give the disclosing Party the opportunity to take appropriate action(s), as far as available, against such disclosure. No right, license, interest or title to the Confidential Information is granted the receiving Party.

Paragraph 11 - INTELLECTUAL PROPERTY

Seller retains all rights in respect of developments, inventions, know-how, production procedures and any intellectual property rights relating to the Products and/or Services.

Nothing in the Contract shall be construed as a legal transfer of or license to (other than specified hereafter), any patent, utility or design model, copyright, trademark, know-how or other intellectual property right.



Copying and/or reproducing and/or communication and/or transmission to a third party of any of Seller's Products, Services, technical information, publications or training manuals, either wholly or partially, without Seller's express written consent is strictly forbidden (except for copying by Buyer of technical documentation provided by Seller exclusively for the purposes of operation and maintenance of the Helicopter(s) purchased by Buyer under the Contract).

Seller grants the Buyer a non-exclusive, non-transferable license to use

- (a) SaaS for the purposes of operating and/or maintaining Helicopter(s), and/or
- (b) the executable form of the software on the related Product, for the purposes of operating the Helicopter.

This license does not entitle Buyer to receive free of charge updates of such software. Buyer shall not decompile, disassemble, modify, reverse assemble, reverse engineer or reduce to human readable form, the software except to the extent the foregoing restriction is determined to be invalid or unenforceable under applicable law.

Paragraph 12 - DATA EXCHANGE

- (a) **General.** In order to improve the Products, their reliability and availability and Buyer services, Seller has set up a data exchange process based on maintenance and operational data coming from Buyer's Helicopters in Service. The data (hereinafter the "Data") will primarily consist of:
 - (1) Helicopter data generated by on-board recording systems,
 - (2) information system data, such as maintenance, operation, logistics and airworthiness data, and
 - (3) data loaded into, transmitted, stored, or generated by the SaaS as a result of the use of the SaaS.

For these purposes, Buyer, including its designated entity for operations and/or maintenance, hereby authorizes Seller on a free and non-exclusive basis:

- (1) to collect such Data.
- (2) to use the Data to create processed data (data which is reconciled, enriched, qualified and analyzed by the Seller, hereinafter the "Processed Data").
- (3) to anonymize such Processed Data (Processed data which is anonymized, not enabling to identify the Buyer) (hereinafter the "Anonymous Data"),
- (4) to disclose Data, Anonymous data and Processed data internally only to those of its employees (for the avoidance of doubt, this shall include temporary workers)
- (5) to disclose Data and Processed Data to partners, suppliers and/or subcontractors of the Seller (i) having a need to have access to such data for the purpose (*) stated below and (ii) being bound by confidentiality obligations,
- (6) to disclose Anonymous data to partners, suppliers and/or subcontractors of the Seller for the purpose (*) stated below.
- (7) to use and disclose to customers Anonymous data (including after being complemented with additional sources of anonymous data) for the purpose (***) stated below, and
- (8) to store Data, Processed data and Anonymous data.

(*) Disclosure shall be for the purpose of further software and service development, helicopter improvement and expert analysis.

(**) Trend monitoring, benchmarking services, report issuance, analyses and customer workshops for helicopter maturity.

Data, Anonymous Data and Processed Data may also be used for the purposes of supporting the Buyer subject to a specific agreement. Buyer remains solely and exclusively responsible for Buyer's data exchanged. Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure to the greatest extent possible that nothing in its data contravenes public policy and such data is free from any virus, Trojan or the like.

- (b) **Data Confidentiality and Intellectual Property.** The Parties agree that any and all data disclosed by Buyer or its designated entity to Seller shall be deemed confidential. Nevertheless, the Seller shall be entitled to disclose Data and Processed Data to the persons and entities and at the conditions described above. Anonymous Data (including after being complemented with additional sources of Anonymous Data) can however be used and disclosed by the Seller without being subject to any confidentiality limitations/obligations. Seller owns all foreground intellectual property and know-how, if any, generated by the outcome of the analysis of the Data, Processed Data and/or Anonymous Data.
- (c) **Data Related Liability.** Notwithstanding anything to the contrary in the Contract, the intent of data collection is not to analyze such data in order to detect/prevent potential incidents/accidents. Therefore, the Seller shall not be liable towards the Buyer as a result of the mere possession by the Seller of the Data or as the result of any exchange or analysis of information collected through the process.
- (d) **SaaS.** The Seller provides the Buyer at no additional cost with a package of one (1) year subscriptions to the following Services, as available depending on the helicopter's type, to be selected by the Buyer:
 - o Fleet Keeper® per delivered Helicopter;
 - o Flight Perfo apps per delivered Helicopter;
 - o Connectivity Services basic per delivered Helicopter equipped with wACS hardware;
 - o Flight analyser basic per delivered Helicopter;
 - o Fleet monitoring per delivered Helicopter.

The subscription will be then automatically renewed for subsequent periods of one (1) year at the respective rates annually published by the Seller except if one of the Parties terminates the subscription no later than thirty (30) days prior to the end of the current annual period by registered letter. The Buyer hereby acknowledges and agrees that the Buyer and the Users shall abide by the General Conditions of Use (GCU) of Fleet Keeper®. The Buyer shall also ensure that all Users comply with the relevant GCU, available to the Buyer by the Seller upon request and downloadable in their latest version from the application.

Should the Buyer wish to delegate to a third party the access to the SaaS, the Buyer shall ask in writing an authorization that the Seller may accept or refuse at its sole discretion.

SaaS will be provided in English and is designed to perform the services as described in the service specification, available to the Buyer by the Seller upon request.

Data loaded via the SaaS are hosted on a cloud. The conditions of the data access and protection are described in the GCU of the SaaS. The Customer declares to be fully aware of and authorizes expressly the Seller to store its Data on the cloud and also on secured data platform.



Buyer's Data integrity is warranted as defined in the applicable conditions of the Seller's cloud service provider(s) available on the Seller's website when acceding to the SaaS. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through its cloud provider(s). The Seller will choose the cloud provider(s) at its sole option and may change from time to time.

The Buyer remains solely and exclusively responsible for the Buyer's Data exchanged. The Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure that none of the Buyer's Data exchanged contravene public policy and that they are free from any virus, Trojan or the like.

The data to be exchanged in the frame of Fleet Keeper® use shall be understood as all data loaded to, transmitted by and/or stored by the Buyer and/or the User as well as data generated by the Fleet Keeper® as a result of the use of the Fleet Keeper® by the Buyer and/or the User.

Paragraph 13 - TERMINATION

(a) Extraordinary Termination

Either Party may immediately terminate the Contract by notice in writing to the other Party if:

- (1) If either Party becomes insolvent or commits an act of bankruptcy or becomes bankrupt, or takes the benefit of any law that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding-up or dissolution or liquidation proceedings, or if a receiver or receiver manager is appointed for all or any portion of a Party's property or if any steps are taken or any action or proceedings are instituted by a Party or any third party, including but not limited to, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of such Party or its assets, then the other Party may terminate the Contract by written notice to the insolvent Party at any time and without prejudice to any other rights or remedies, or
- (2) The other Party becomes bankrupt or insolvent.

(b) Termination for Default

In the event that either Party commits a material breach of its obligations under this Contract and fails to cure that breach within ninety (90) days after receiving written notice of the breach, the other party may terminate this Contract immediately upon written notice to the party in breach.

In the case of termination for default, the following shall apply:

- (1) In case of default by Buyer:
 - o Buyer shall reimburse Seller for all costs (including but not limited to raw materials, labor, overhead, storage and financial fees) incurred by Seller or which Seller could not avoid incurring (including termination indemnities, if any, under the contracts between Seller and its subcontractors or suppliers or under the second level contracts or subcontracts),
 - o Buyer shall pay to Seller a termination indemnity equal to ten percent (10%) of the price as well as an indemnity equal to the damages sustained by Seller,
 - o Buyer shall indemnify Seller in case remedies are available by Buyer under the Contract, in addition to those mentioned under Subparagraphs 13(a)(1) and 13(a)(2) above, and
 - o Seller shall be entitled to retain any prior payments and/or deposits previously made by Buyer.
- (2) In case of default by Seller:
 - o Seller shall return to Buyer any BFE/CFE remaining on its premises, and
 - o Seller shall refund Buyer, the amount of any payments received prior to such default.

Paragraph 14 - LIABILITY

Notwithstanding any provision to the contrary in the Contract, the total and cumulative liability of Seller under the Contract, due to any and all causes whatsoever, whether based on breach of contract or in tort or otherwise, shall in no event exceed in aggregate an amount equivalent to ten percent (10%) of the total net Contract price.

The above limitation shall not apply in the event of gross negligence, willful misconduct, death or bodily injury.

In no event shall the Parties be liable for any indirect, consequential, incidental, special or punitive damages of any kind, including, but not limited to, damages for any loss of use or profit, loss of assets, loss resulting from business disruption, loss of goodwill or loss of contractual opportunity by the other Party.

To the extent permitted at law, Seller's obligations and liabilities and Buyer's rights and remedies as set forth in the Contract are exclusive and are in replacement of any and all other remedies under law or otherwise.

Paragraph 15 - GENERAL

- (a) In the event of any dispute, claim, question or disagreement arising from or relating to this Contract or the breach thereof, the Parties agree to use their best efforts to settle the dispute, claim, question or disagreement by meeting to pursue resolution through negotiation before resorting to litigation. This Contract and the rights of the Parties hereto shall in every respect be governed by and construed in accordance with the substantive laws of the State of Florida without regard to its conflict of law principles or reference to the laws of any other state or jurisdiction. Buyer hereby irrevocably consents and agrees that any legal proceeding arising out of or in connection with this Contract or the rights of the Parties hereto may be commenced and prosecuted to conclusion in Pinellas County, Florida. Nothing herein is intended to waive the provisions of sovereign immunity found in 768.28 Florida Statutes.
- (b) Buyer shall neither assign any rights nor delegate any duty under this Contract without the prior written consent of Seller.
- (c) The signatory for Buyer hereby represents that he/she is Buyer's authorized representative and that Buyer is fully authorized and empowered to enter into this Contract and has full authority to perform the Terms and Conditions hereof. This Contract may be executed in multiple counterparts which together shall constitute the original hereof. The signature of either Party exchanged by facsimile transmission or electronically via email shall be binding to the same extent, and have the same force and effect, as the exchange of an original written signature.
- (d) The language of each provision of this Contract shall be construed as it relates to the entire agreement and accorded its fair meaning without regard to the person who drafted all or any part of this Contract.



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- (e) If any part of this Contract shall be held by any court of competent jurisdiction to be illegal or unenforceable, the rest of this Contract shall not be affected and shall remain in full force and effect.
- (f) Nothing in this Contract shall constitute or create a joint venture, partnership, agency, or any similar relationship between Buyer and Seller. Neither Party will have the authority to enter into contracts on behalf of or bind the other in any respect. Buyer agrees to take such other action and to execute and deliver such agreements or other documents as may be reasonably necessary or desirable to carry out the purposes of the provisions of this Contract.
- (g) This Contract may be executed and delivered by electronic means and upon such delivery the electronic signature shall constitute effective execution and is fully binding between the Parties for all purposes.
- (h) The provisions of the limited warranty, confidentiality, intellectual property, and liability paragraphs of the Contract shall survive and continue to have effect after the termination or expiry for any reason whatsoever of the Contract.
- (i) No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing and signed by both Parties. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach by either Party.

Paragraph 16 - MODIFICATIONS

This Contract constitutes the final written expression of all the terms of this Contract and is the complete and exclusive statement of those terms. No modification or amendment, except for approved change order, made to the printed Terms and Conditions of this Contract shall be effective until both Parties shall have signified their acceptance thereto by separately initialing each modification or amendment. Any subsequent modification, amendment, or waiver to this Contract must be in writing and signified by both Buyer and Seller. In the event of any contradictions and/or discrepancies between the parts of the Contract, precedence shall be given in the following decreasing order:

- (1) Purchase Agreement
- (2) Terms and Conditions
- (3) Any other Exhibits, or annexes, in their order of appearance

Paragraph 17 - REGULATORY RULES

The Buyer hereby undertakes to comply at all times with all applicable laws and regulations in particular and not limited to national and international anti-corruption, anti-money laundering and export control laws and regulations (together "Regulatory Rules").

- (a) The Products, goods, Parts, tooling, and data covered by this Contract may be subject to governmental rules and regulations including but not limited to the provisions of US Customs and Border Protection laws (Title 19 of the US Code) and regulations (Title 19 of the Code of Federal Regulations), the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768-799), the US Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-128 and 130), and non-U.S. export laws and regulations.

Buyer acknowledges that (1) these US statutes and regulations impose restrictions on the import from and export to countries outside the US of certain categories of goods, and data, (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such goods, and data can be exported and in some cases, imported, (3) these licenses may impose additional restrictions on use and further disclosure of such goods and data, and (4) the export or disclosure of such goods and data to foreign persons is subject to these statutes, regulations, license requirements and restrictions regardless of whether the export occurs in the US or abroad. Notwithstanding the foregoing, the obligation to comply with such regulation shall survive any novation, assignment, or transfer of obligation between the Parties.

- (1) The Buyer undertakes to provide truthful, accurate and complete information to the Seller such as may be required by the Seller from time to time to comply with its obligations pursuant to the Regulatory Rules, including but not limited to information on the Buyer's corporate structure and shareholding, and the source(s) of financing of the Contract.

The Contract will only come into force once the Seller has received from the Buyer all required information and performed all necessary verifications pursuant to the Regulatory Rules and to the "Know your Customer" policy of the Seller.

During Contract performance, failure by Buyer to comply with the Regulatory Rules and/or failure to timely provide all necessary information and/or cooperate with Seller shall entitle Seller to terminate the Contract in accordance with the terms of Article 13 for Buyer's default without any prior notice or liability whatsoever.

- (b) Irrespective of the applicable Incoterm, if Products are exported directly to a country outside the United States, Seller will provide appropriate export customs documentation to Buyer or its designated freight forwarder. Buyer guarantees correct closure of the related customs procedure(s) in due time on leaving the United States or the country of dispatch. In case of non-compliance, Buyer shall be liable for any additional costs and charges imposed on Seller by the applicable tax authority.