

1. Scope of Validity

- 1.1. These *General Conditions of Business for Component Services* ("GBCS") are valid for (a) all component maintenance services performed and (b) all component supplies by means of sale, loan or exchange (collectively "Services") by *Asia Pacific Aircraft Component Services Sdn Bhd* ("APACS"). For the avoidance of doubt, Services shall include any work performed or supply of goods or parts provided by APACS related to inspection, testing, repair, overhaul, modification or supply of a component. In the context of these GBCS, "Component" means a repairable or rotatable device, module or individual part of an aircraft identified by part number and serial number in the purchase order and/or offer described in clause 2 hereunder. These GBCS shall apply to the Services to the exclusion of any terms and conditions in any of the Customer's documents given to APACS. These GBCS shall not be amended unless both parties do so in writing.

2. Offers and Conclusion of Contract

- 2.1. Offers which do not contain an acceptance period shall not be binding. A contract shall be deemed to have been concluded when the Customer acknowledges in writing acceptance of APACS' offer or when Customer submits a purchase order incorporating the GBCS by reference and APACS accepts such purchase order.
- 2.2. If the Customer issues a purchase order (term equally used for shop order, repair order or similar document requesting APACS' Services) without reference to an offer of APACS and/or to the GBCS, APACS may accept and amend such purchase order to include the GBCS and may request Customer's written approval prior to performance of any Services.
- 2.3. APACS shall not be under any obligation to perform any Services that have not been agreed in accordance with this clause 2.

3. Standard of Services

- 3.1. The Services shall be performed in accordance with (a) APACS' EASA Part-145 maintenance organization approval, (b) APACS' working methods and procedures based upon manufacturer's manuals, (c) the current version of APACS' Maintenance Organization Exposition, (d) the current requirements of the competent authority as defined in EASA Part M Art. M.1 as may be applicable and (e) the applicable component maintenance manual.

4. Delivery and Redelivery

- 4.1. The Customer at its risk will deliver or cause to be delivered the Component DAP (Incoterms 2020) to delivery location designated by APACS and will accept or cause to be accepted the Component FCA (Incoterms 2020) at delivery location designated by APACS.
- 4.2. In the context of these GBCS, delivery location means APACS's maintenance facility at Shah Alam, Selangor, Malaysia if no other delivery location is otherwise agreed and

stated in either APACS offer or purchase order. On all shipments to and from the Customer, the Customer shall be importer and exporter of record at any other destination other than Kuala Lumpur International Airport.

- 4.3. Any shipment that includes one or more Component that is deemed hazardous material, and which requires specific hazardous packing and/or a dangerous goods declaration to be issued prior to shipment, will be subject to a hazardous material fee. The fee may not be waived in case the Customer cancels the relevant purchase order or Service.
- 4.4. The Customer shall ensure that all Components are properly packed and secured in accordance with ATA 300 specifications. In case the shipping containers cannot be used by APACS for the redelivery, Customer shall bear the costs for new shipping containers.
- 4.5. In the event of a loan and/or exchange, if the Customer does collect the Component within seven (7) days after the agreed delivery date in accordance with clause 4.1, APACS will consider such case as cancellation of Service by the Customer for which the minimum charge quoted by APACS shall apply. In case it is not collected, APACS reserves the right to ship the Component with its preferred freight forwarder at actual cost with a markup of 10%.

5. Beyond Economical Repair

- 5.1. If APACS estimates that the cost to repair a Component will exceed 65 % of the fair market value, such Component shall be deemed to be in a condition beyond economical repair. In the event the Component is owned by the Customer and sent for component maintenance services to APACS, APACS shall notify the Customer accordingly. The Customer shall either (a) authorize APACS to proceed with the repair, (b) request APACS to scrap the Component on site or (c) request APACS to re-deliver the Component as is to the Customer. Charges for cleaning, inspecting, scrapping or redelivery shall be borne by the Customer. If the Customer authorizes APACS to repair such Component, the repair shall be charged at time and material rates notwithstanding any fixed prices or other agreed price for such repair. In the event of loan and/or exchange the clause 7.6 and/or clause 8.4 respectively shall apply.
- 5.2. In the event a shop replacement unit ("SRU") (term equivalent subassembly, subunit) supplied by the Customer and replaced by APACS during maintenance Services, is deemed to be in condition of beyond economical repair or not anymore repairable according to manufactures current manual, APACS reserves the right to substitute such SRU with another SRU of similar condition as the one supplied by APACS. Any expenses incurred to APACS related to the substitution shall be borne by the Customer.
- 5.3. In the event a Component can only be deemed to be in a condition beyond economical repair during the final test due to the nature of the repair procedure described in the Component Maintenance Manual ("CMM"), APACS can notify the Customer after the final test accordingly. The Customer shall either (a) authorize APACS to proceed with the repair, (b) request APACS to scrap the Component on site or (c) request

APACS to re-deliver the Component as is to the Customer. Charges for cleaning, inspecting, scrapping or redelivery as well as any material used by APACS during the repair to reach the stage of final test shall be borne by the Customer.

6. Turn around time

6.1. For any agreed turn around time ("TAT"), such TAT starts on the first business day after a Component arrives at the workshop and the relevant documentation required have been received by APACS as set out in clause 13. It ends on the day the Component is declared serviceable by APACS.

6.2. Any TAT is binding only if agreed in writing and none of the following events occurs: (a) Components show abrasion and defects exceeding normal operational conditions as described in OEM current manual (beyond normal wear and tear conditions); (b) unusual major defects due to Foreign Object Damage ("FOD"), Internal Object Damage ("IOD"), incidents accidents and/or Out Of Scope Repairs ("OOSR") and/or additional work and/or deviations of Services required by the Customer affecting the length of shop visit; (c) modifications which cannot be performed within the TAT and all warranty related repair; (d) idle time due to waiting for Customers instructions; (e) material, documents and/or services ordered through and/or to be provided by the Customer (from suppliers or from the Customer's stocks) being delivered late, incomplete, not in accordance with the technical status of the Component and/or not at all; (f) in any case of circumstances beyond APACS' control including delays in material supply not attributable to APACS; (g) if invoices due for payment prior to completion of Service and the Customer has not paid such invoices after APACS has given a three (3) business days prior written notice; (h) in case of force majeure as stated in clause 20 or in the event of conditions of beyond economical repair as stated in clause 5.

7. Loan

7.1. The loan period shall commence upon delivery of a Component from APACS to the Customer. The loan period shall terminate on re-delivery of the loaned Component in serviceable or unserviceable condition to APACS. APACS shall invoice for the loan at the end of each period of thirty (30) days starting at commencement of the loan period. If the loan or the remaining loan period is shorter than thirty (30) days, APACS will issue respective invoices on a pro-rata per day basis.

7.2. Title to the loaned Component shall remain vested in APACS at all times. The Customer may not loan or otherwise make available a loaned Component to any third party without the prior written approval of APACS.

7.3. Any loaned Components returned to APACS in a serviceable condition shall be accompanied by a release to service (airworthiness) certificate issued by the OEM or a maintenance supplier approved by APACS. The list of APACS's approved repair stations is available upon request. All cost relating to bringing the loaned Component to a serviceable condition shall be borne by the Customer.

7.4. If the loaned Component is returned to APACS in unserviceable condition, without an airworthiness certificate attached, with incorrect paperwork or without data on number of operating hours or cycles, the Customer shall pay all charges in respect of test, repair and any other maintenance service to return the loaned Component to the standard it was supplied at commencement of loan. APACS may apply loan charges at the agreed rates until hours and cycles have been reported where applicable, the loaned Component has been re-certified and returned to the designated storage location.

7.5. The Customer shall not return a different Component as an alternative to that loaned Component in order to terminate the loan (i.e. the Customer must return the Component with the same serial number), except with the prior written approval of APACS. Any such alternative Component shall be identical to, have a full traceable history, be of a similar condition and age to that of the loaned Component and be free of any lien or encumbrance. APACS may reject the returned Component and the loan will not terminate until receipt of an acceptable Component.

7.6. If a loaned Component is either not returned on the agreed date or is lost or damaged beyond economical repair, as determined by APACS, the loan may, at the sole option of APACS, be converted to a sale and the Customer shall be invoiced for the unit price (as stated in the offer) in addition to any costs, charges or fees already incurred, including loan charges, whilst a replacement Component is acquired.

7.7. If the Customer prior to delivery of the loaned Component cancels a loan, the Customer shall pay the minimum charge quoted by APACS together with any other costs incurred in respect of such cancellation.

7.8. In the event a loaned Component is returned unused, the minimum charge or the daily loan rate per day of non-availability of the Component at APACS shall apply, whichever is higher. The Customer shall return such unused Component with the original documentation and a written confirmation (non-usage statement) that the Component has not been installed on an aircraft. APACS may perform a bench test on the unused and returned Component and the expenses thereof shall be borne by the Customer.

8. Exchange

8.1. In the event of an exchange, APACS shall deliver a serviceable Component (the "Replacement Component") in exchange for a serviceable or unserviceable Component (of the same part and model as the Replacement Component but different serial number) to be delivered by the Customer (the "Replaced Component").

8.2. If the Replaced Component is returned by Customer to APACS in a serviceable condition, the Customer shall deliver such Replaced Component with a dual release tag (FAA and EASA) not older than one hundred and eighty (180) days accompanied by the required documentation including but not limited to the shop visit report and non-incident statement. The Replaced Component shall have a warranty of at least (a) one hundred and eighty (180) days if it has been tested or repaired only or

(b) three hundred and sixty (360) days if it has been overhauled or if it is new. The foregoing warranty period will be calculated from the date of delivery to APACS. The warranty shall provide for the Replaced Components to be free from defects in workmanship, material and design and be fit for the intended purpose. The Replaced Component must have only been maintained and re-certified by the OEM or a maintenance organization approved by APACS. The list of APACS' approved repair stations is available upon request.

- 8.3. If the Replaced Component is returned (a) in unserviceable condition, (b) without EASA and FAA release certificate and/or (c) if the Customer does not provide the historical data and documentation as required within the period agreed, APACS or its subcontractors shall inspect, test and perform routine maintenance including repair, overhaul and/or modification of the Replaced Component at Customer's expenses in order to achieve the same standard as the Replacement Component initially supplied by APACS in exchange.
- 8.4. If the Replaced Component received from the Customer is either not repairable or is deemed to be of a condition beyond economical repair, APACS may charge the Customer the replacement cost that is equivalent to the unit price as stated in the offer.
- 8.5. The Replaced Component shall be identical ("like for like"), including warranty terms, and be in same or better condition than the Replacement Component, have a full traceable history, be of same age and life time limitations, be free of Parts Manufacturer Approval ("PMA") parts or products (non-OEM licensed manufactures) and be of a modification standard that is acceptable to APACS. APACS may (a) reject the returned Replaced Component and convert the exchange transaction into a sale or (b) have the Replaced Component overhauled at Customer's expense or (c) apply a depreciated condition differentiation fee according the following table:

CCP = Current Catalogue Price	New unit in	Overhauled unit in	Repaired or Tested/Inspected unit in
New unit out	-	30% CCP	40% CCP
Overhauled unit out	-	-	10% CCP
Repaired or Tested/Inspected unit out	-	-	-

In case of conversion to sale, the original exchange fee as well as late fees as provided for in clause 8.11 shall apply. Notwithstanding foregoing, clause 8.6 shall apply for any Replaced Component subject to a manufacturer's life limitation.

- 8.6. If the Replaced Component is subject to a manufacturer's life limitation, the Customer shall provide a Replaced Component with an equal or newer date of manufacture ("DOM") than the Replacement Component supplied by APACS. For any Replaced Component not fulfilling the aforementioned requirement, the Customer shall be charged a life depreciation fee.

- 8.7. The life depreciation fee is equivalent to the difference of life in months since DOM of the Replacement Component and the Replaced Component multiplied by the monthly straight-line depreciation of the value based on 100 % of the current CCP. The life depreciation fee will be charged in addition to any other charges that apply to the exchange. Upon mutual agreement, the Customer may return an alternative Component, instead of paying the life depreciation fee, provided that such alternative Component is interchangeable and fulfils the requirement of this clause 8 to the extent applicable. Notwithstanding the foregoing, APACS will not accept any life limited Component with a life remaining of less than 20%.

- 8.8. Title to the Replaced Component shall transfer to APACS when the Replaced Component is delivered to APACS as set out in clause 4.1 and provided APACS does not reject the Replacement Component in accordance with the terms of the GBCBS. Title to the Replacement Component shall transfer to the Customer when (a) the Replaced Component has been delivered to APACS and (b) when APACS has been paid in full for the exchange. Any Component exchanged under the provisions of these GBCBS shall be free of encumbrances or liens.

- 8.9. If the Customer cancels an exchange prior to delivery of the Replaced Component, the Customer shall pay the minimum charge together with any costs incurred in respect of such cancellation.

- 8.10. If a Replacement Component is returned unused, the exchange fee shall apply and the Customer shall return such unused Replacement with the original documentation and a written confirmation (non-usage statement) that the Replacement has not been installed on an aircraft. APACS may perform a bench test on subject Component and the expenses shall be borne by the Customer.

- 8.11. If the Customer does not return the Replaced Component within (a) twenty-one (21) days in case of an unserviceable or unused unit, or (b) thirty (30) days in case of a serviceable unit after delivery of Replacement Component from APACS' facility, APACS may, in its sole discretion, apply a late return fee that is equivalent to the exchange fee stated in the offer.

- 8.12. Pursuant to Clause 8.11, the late fee shall be invoiced after the initial period of twenty-one (21) days or thirty (30) days respectively has lapsed and after an additional period of 15 days to return the unit is granted to the Customer immediately following the expiry of the initial period of twenty-one (21) days or thirty (30) days respectively to return the Replaced Component. APACS may also, in its sole discretion, charge the late fee recurrently for periods of fifteen (15) days, however after the late fee has been charged three times, APACS may convert the exchange into a sale and charge the unit price (as stated in the offer) as well as the exchange fee in addition. Any return of a unit shall only be completed when APACS has received and accepted the unit and the required documentation has been received.

9. Sale

- 9.1. The Customer may cancel a sale within a maximum period of seven (7) days after delivery subject to prior written approval of APACS provided that Customer has not yet collected the Component from the delivery location designated by APACS. A fee of 20% of the agreed sales price or the minimum charge shall apply, whichever is higher. No cancellation of a sale will be accepted later than seven (7) days after delivery.

10. Warranty for Component Maintenance Services

- 10.1. APACS warrants that the component maintenance services carried out by APACS or its subcontractors under these GBCBS will be free from defects in workmanship. The extent of APACS' liability under this warranty is limited to the rectification of such defects in workmanship free of charge to the Customer. This warranty is further limited to defects in workmanship established within three hundred and sixty (360) days or 2400 flight hours for overhauled Components and one hundred and eighty (180) days or 1800 hours for serviceable Components after the date of the release certificate, whichever occurs first, and which defects are reported in writing by the Customer to APACS as soon as practical and in any event within fourteen (14) days after the Customer becomes aware of the defect. This warranty does not apply to defects caused by normal wear and tear or if the Component is not operated, handled or stored by the Customer in accordance with manufacturer's recommendations or the flight manual or in accordance with the intended purpose. APACS's liability under this clause is limited to the repair or correction of the defect in the Component or part in which the defect appears. As APACS accepts responsibility subject to the terms of the GBCBS for the work performed by any of its subcontractors, the Customer shall not make any claims against any of APACS' subcontractors for or in respect of any work subcontracted to them save under any warranties that APACS assigns to the Customer under clause 10.2.
- 10.2. Without limiting the terms of clause 10.1, APACS assumes no liability of whatever nature relating to material or parts which (a) have only been tested and/or been installed by APACS or (b) were declared satisfying but have not been restored, manufactured or repaired by APACS. APACS shall assign to the Customer (to the extent possible and at the Customer's cost) any warranties it receives from manufacturers or suppliers of parts and material.
- 10.3. Components repaired under warranty shall not be subject to any predefined TAT for such service, and APACS shall not provide free of charge replacement Components during the warranty evaluation period or the warranty repair period.

11. Warranty for Sale, Loan and Exchange

- 11.1. APACS warrants that any Component supplied by APACS pursuant to an exchange, loan or sale transaction is free from defects in material and workmanship for a period of one hundred and eighty (180) days for serviceable Components (repaired) and three hundred and sixty (360) days for

overhauled or new Components starting from the date of delivery of the Component to the Customer. Any Component that (a) is not new nor repaired but has only been inspected and tested (b) has been individually sourced from a third party on Customer's specific order or (c) has paperwork that is older than eighteen (18) months, will be delivered with a ninety (90) day warranty. Unserviceable components are sold as is without any warranty.

12. Warranties: Common Provisions Remedies

- 12.1. If a Component fails during the applicable warranty period due to a defect which qualifies for warranty, APACS shall at its discretion and as full and final satisfaction of any liability for such defect (a) rectify the defect free of charge, (b) replace the defective Component with a serviceable equivalent Component on basis of exchange, (c) offer a refund or (d) assign to the Customer any warranties (or the proceeds thereof) APACS has received from the manufacturer or supplier of the Component. If the Defect is due to APACS's or its subcontractor's faulty workmanship, only option (a) or (b) shall apply.
- 12.2. The warranties provided in clauses 10 and 11.1 are in lieu of, and the Customer waives, all other warranties, obligations and liabilities (express or implied) of APACS arising by law or otherwise arising out of or relating to the work performed and/or material supplied and/or Services rendered by APACS.
- 12.3. No warranty or protection is provided if the Customer or a third party undertakes modifications or repairs without APACS's written consent. Any dismantling or attempt to dismantle a Component by the Customer or a third party unless approved by APACS will void any warranty.
- 12.4. The Customer shall report any defect in writing to APACS as soon as practical and in any event within fourteen (14) days after the Customer becomes aware of the defect.
- 12.5. This warranty does not apply to defects caused by normal wear and tear or if the Component is not operated, handled or stored by the Customer in accordance with the manufacturer's intended purpose.
- 12.6. Where APACS carries out Component Maintenance Services under a warranty claim, APACS warrants that such Component Maintenance Services meet the warranty terms of clause 10.1 provided that the length of this future warranty shall not extend beyond the original warranty period.
- 12.7. No warranty period may exceed the mean time between removals ("MTBR") of a Component as defined by the manufacturer. If the MTBR is less than the warranty period provided in these GBCBS, then the MTBR shall apply.

13. Documentation

- 13.1. The Customer shall supply at its cost all technical documentation necessary for performing the Services.
- 13.2. All rights to technical documents shall remain with the party providing such technical documents. The party receiving such documents recognizes these rights and shall not (without the prior written consent of the other party) make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were provided.
- 13.3. The Customer confirms and warrants that any of the Components sent to APACS have not been maintained under any other regulations other than the civil aviation regulations requirements (e.g. military) and have not been involved in any major incident or accident (as defined by ICAO), nor has it been subjected to severe stress, heat, fire damage, immersed in salt water or otherwise exposed to corrosive agents outside normal operation. Upon APACS's request, the Customer shall deliver such statement on individual Component serial number level.
- 13.4. APACS will not accept any Component with military traceability.

14. Subcontracting

- 14.1. APACS may subcontract Services to appropriately EASA-145 approved subcontractors if (a) such Services are normally done by a third party or (b) cannot be performed by APACS for reason of its own operational convenience or (c) non-existence of in-house capabilities or (d) for any other reason.
- 14.2. In the event that clause 14.1 applies, APACS shall charge the Customer on basis of the subcontractor's invoice plus a handling fee of ten percent, if not quoted otherwise.

15. Prices

- 15.1. APACS will provide the cost estimate upon completion of the evaluation of the incoming Component from Customer and will not perform any further work until the instructions to proceed and the approval of the offer has been received in writing from the Customer. In the event that no instructions and/or approval of the quotation are provided by the Customer within forty-five (45) days of the date of the offer, APACS reserves the right to return the Component in its received condition and invoice all costs related to the performed work on Time & Material terms, as referenced in clause 15.6.
- 15.2. Unless a fixed price has been agreed to in writing between APACS and Customer, APACS shall invoice the Customer for the Services on a time and materials basis at the rates applicable at the time of execution of the Services. APACS may also invoice other incidental costs, expenses and handling charges incurred in performing the Services.
- 15.3. If a fixed price has been agreed upon, such price does not include implementation of service bulletins or airworthiness directives, replacement of missing parts, housings or racks, removal of non-approved repairs or materials, damage due to

mishandling and/or non-observance of manufacturers' maintenance instructions or repair of foreign or internal object damage unless any of aforementioned services has expressly been agreed upon as included in the fixed price.

- 15.4. A price quoted as an estimate shall not be binding and APACS may charge the Services on basis of actual time and material.
- 15.5. Taxes, withholding taxes, duties, dues, fees and the like, which are levied at APACS expense in connection with the Services, but not income taxes, shall be borne by the Customer. VAT and the like shall be charged to the Customer if applicable.
- 15.6. Standard Time & Material rates if not contractually agreed otherwise:
- | | |
|--|--|
| Labour: | 55.00 USD |
| Engineering (Standard Hours) per hour: | 90.00 USD |
| Automatic test Equipment per machine hour: | 250.00 USD |
| Material: | OEM CCP plus 15% handling charge |
| Subcontracted work if any: | 10% handling charge on subcontractors' invoice |
| Minimum charge per event: | 300.00 USD |

16. Terms of payment

- 16.1. Unless stated otherwise in these GBCBS, prices and costs are invoiced upon performance of Services or part thereof and shall be paid by the Customer in the invoiced currency within thirty (30) days of the date of the invoice. APACS reserves the right to require partial or complete payment in advance of completion of the Services or prior to the return of the Component to the customer.
- 16.2. The Customer shall make all payments to APACS by bank transfer to APACS' account at OCBC BANK, Kuala Lumpur, Malaysia, Account number: 708-126710-7 for USD (US dollars) or 708-126-709-3 for MYR (Malaysian Ringgit) according to the invoiced currency or to such other bank account as APACS may from time to time notify to the Customer. All payments shall be made in full without any deduction, defense, set-off, counterclaim, recoupment, or other right of any kind or for any other circumstance.
- 16.3. All payments shall be made even if the Services are delayed or are impossible to complete for reasons beyond APACS's control.
- 16.4. If the Customer fails to make payment on the due date, the Customer shall pay interest on the overdue amounts from the due date to the date of payment in full at a monthly rate of 1%. Payment of default interest shall not release the Customer from paying the sums due under the terms of these GBCBS.
- 16.5. The Customer shall report any discrepancies or disputes in writing to APACS within thirty (30) days from the date of the relevant invoice. In case an invoice is only disputed in parts, the Customer shall pay the undisputed part to the respective invoice within the period stated in these GBCBS. Any invoice or part thereof not disputed within thirty (30) days shall be deemed

accepted by the Customer and payment shall be made as specified in these GBCBS. Disputes reported thereafter shall be of no legal effect. The Parties shall negotiate in good faith to resolve invoice disputes within thirty (30) days. If such dispute is resolved in favour of APACS, the Customer shall pay the amount agreed including daily interest at the rate of 12% per annum from the date the payment would have been due.

16.6. APACS has a general and a particular lien and the right to withhold any of the Customer's property or goods in APACS's possession until all monies payable to APACS have been paid in full.

16.7. Should Customer make payment of any invoices in currency other than invoiced currency, APACS reserves its right to convert the same to the invoiced currency at the IATA exchange rate on the date the same is recognized within APACS's account. APACS in this event, reserves its right to recover any shortfall in payment from the Customer.

17. Risk of Damage and Loss

17.1. Unless otherwise specified, the Customer assumes the risk of loss or damage immediately upon completion of the Services by APACS or, in the case of goods, when APACS makes the goods available for collection.

17.2. In the case of delayed delivery or service performance caused by the Customer or by circumstances beyond APACS's control, risk of damage and loss passes to the Customer at due time of delivery or service performance.

18. Liability

18.1. APACS shall only be liable to the Customer for (i) property damage directly caused by its personnel through gross negligence or wilful misconduct during the performance of the Services limited to the price of the Services and (ii) personal injury, for which the statutory liability shall apply. All other liability of APACS is precluded. To the extent permitted under applicable law, these limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise. Notwithstanding anything in these GBCBS to the contrary, in no event will seller be liable for any incidental, consequential, special, or indirect damages, including, but not limited to, loss of profits or revenues or use even if informed of the possibility of such damages. These exclusions of damages shall be deemed independent of, and shall survive, any failure of the essential purpose of any limited remedy under the terms of these GBCBS.

18.2. The Customer shall be responsible for any damage caused through deficiency in the tools, equipment and materials etc. which Customer provides.

18.3. Customer agrees to indemnify and hold harmless APACS and its affiliates and their directors, officers, employees and agents from and against any and all claims, suits, damage, loss, liability, cost or expense (including, without limitation, reasonable legal fees and expenses and any claims made by third parties) ("Losses") which APACS may sustain or incur or

pay resulting from, arising out of, or relating to, directly or indirectly, any of the Services or material provided by APACS unless such Losses are covered under APACS's liability under Clause 18.1.

19. Insurance

19.1. The Customer shall insure the Component whilst held as a spare and/or in transit for its full value for all risks. In addition, both parties shall arrange insurance to support their respective obligations under clause 18 with a liability limit of not less than USD 750,000,000 and in accordance with standard industry practice. If required by APACS, the Customer will provide evidence of compliance with this clause 19 by supplying an insurance certificate acceptable to APACS.

20. Force Majeure

20.1. Save that all payments shall be made on time, in other cases no delay or failure to perform by either party shall give rise to any claim for any losses including anticipated profits if caused by Force Majeure.

20.2. "Force Majeure" means an occurrence beyond the control of the party affected and which the party cannot prevent or provide against by exercising reasonable diligence. It includes act of God or public enemy, expropriation or confiscation of facilities, any form of Government intervention, hostilities, rebellion, terrorist activity, local, national or regional emergency, sabotage, riots, floods, unusually severe weather conditions which could not reasonably be anticipated, fires, explosions or other catastrophes, strikes or any other concerted act of workmen or other similar occurrences.

If any delay or failure in performance caused by Force Majeure continues for seven (7) days or more, either party may terminate the contract by giving seven (7) days' notice in writing.

21. Miscellaneous

21.1. Unenforceability: If any term in the contract or these GBCBS is ineffective, this shall not affect the validity of the remaining terms. The parties agree to replace any ineffective term with a new one, which is consistent as far as possible with the economic objectives of the contract and/or these GBCBS.

21.2. Confidentiality: Information contained in APACS's offers, contracts and/or correspondence, including information from third parties, is intended for the exclusive use of the Customer. Any distribution, copying, publicizing or other disclosure to third parties without prior written consent of APACS is prohibited.

21.3. International Trade Regulations: The parties agree to comply with all applicable export laws, regulations and orders, including but not limited to those imposed by the United States of America and any other jurisdictions to the extent applicable to any activity conducted in furtherance of this agreement. The parties shall not sell, lease, trade, (re-) export, transfer or otherwise dispose of any good or service (including its technical documentation, technology or know-how) provided under this agreement to any country, company or individual without the

necessary government authorization or license required by such laws, regulations and orders. The parties shall provide information required to comply with relevant domestic and foreign trade regulations on each invoice and shipping document and for each item, including the export classification (ECCN), Harmonized System (HS) tariff number, customs value and country of origin (non-preferential).

21.4. End Use: Items purchased or serviced from APACS shall not be used, directly or indirectly, in the development, production, or proliferation of weapons of mass destruction (WMD) or any other illegal activities that may contribute to the risk of WMD proliferation. Customer agrees to ensure that the Items will not be diverted or utilized for purposes that would violate applicable international laws, regulations, or agreements related to the control of WMD and related technologies.

21.5. Notices: All notices, correspondence, and documents to be given under these GCBCS shall be in English or a signed English translation. If there is any difference between the English version and any version in any other language, the English version shall prevail. All notices hereunder between the parties will be made in writing and directed to their authorized representatives at the addresses stated in the individual orders placed for the Services. Notices will be deemed received (i) if sent by courier, when received; and (ii) if sent by AR Registered post, upon the expiry of seven days from posting.

21.6. These GCBCS and the contract supersedes all previous agreements and understandings between the Parties with respect to the sale and purchase of Services, and may not be modified except by a written document. The terms of these GCBCS have been fully negotiated by the Parties.

21.7. Customer shall not assign or transfer any of its rights or obligations under these GCBCS or any part thereof without APACS's prior written consent. APACS may assign or transfer any of its rights or obligations under these GCBCS or any part thereof to any affiliate without Customer's consent.

21.8. No failure on the part of either party to exercise, and no delay on its part in exercising, any right or remedy under these GCBCS will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in these GCBCS are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise). Any waiver granted by either party under these GCBCS must be made expressly in writing, and may be granted subject to conditions, and any such waiver granted shall be effective only in the instance and for the purpose for which it is expressly made. No waiver of any breach of the GCBCS by either party shall be deemed to be a waiver of any other or of any subsequent breach.

22. Governing Law and Jurisdiction

22.1. The governing law of these GCBCS and the contract is the laws of Singapore.

23. SIAC Arbitration

23.1. Any dispute arising out of or in connection with these GCBCS and/or contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

24. Anti-Bribery and Anti-Corruption

24.1. Customer represents, warrants and undertakes that it is in compliance with all laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and shall remain in compliance with all such laws. Customer further represents and warrants that it has not made, authorised or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to:

- (a) improperly influence any act, decision or failure to act by that official or person;
- (b) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity; or
- (c) secure any improper advantage;

and undertakes that it shall continue not do so for the duration that these GCBCS and/or contract remain applicable.

24.2. Should Customer learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, Customer shall immediately disclose such activity to APACS. If, after consultation by all parties, any concern cannot be resolved in the good faith and reasonable judgment of APACS, then APACS, on written notice to Customer, may withdraw from or terminate the Services and contract with no liability.

25. Personal Data

25.1. The Customer shall, in its collection, processing, disclosure or other use of any information or data relating to an identified or identifiable individual (collectively, the "Data"), for any purpose arising out of or in connection with these GCBCS, adhere to the requirements under the Personal Data Protection Act 2010 of Malaysia (the "Act"). Without prejudice to the generality of the foregoing, the Customer shall, where required and in the manner required by the Act and any other applicable laws or legal requirements ("Law"): (a) use Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying or obtaining the consent of the individual to whom the Data relates ("Subject Individual"); (b) provide Subject Individuals with access to their Data and the ability to correct such Data upon request; (c) use reasonable efforts to ensure the accuracy of Data; (d) institute reasonable security arrangements to protect the Data; (e) securely destroy the Data where it is no longer required; and (f) transfer Data outside Malaysia only as

prescribed by Law. In respect of any Data provided to the Customer by APACS, the Customer shall return the Data to APACS and destroy any copies in the Customer's possession either:

(i) forthwith upon being required by APACS; or

(ii) immediately without request upon the expiry or termination of these GCBCS or contract,

whichever occurs earlier, unless otherwise informed by APACS.

- 25.2. Notwithstanding the termination or expiry of these GCBCS or contract, the Customer shall be liable for and keep the APACS fully indemnified against all damage, losses, costs, legal fees (solicitor-client basis), penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, arising out of or in connection with an act or omission of the Customer or any of its officers, employees, advisors, agents and representatives for a breach of or non-compliance of this Clause 25.

26. Competition Laws

- 26.1 The Customer represents and warrants that it is in compliance with all competition laws applicable to the performance of the Services, including without limitation the Competition Act 2010 of Malaysia and undertakes to remain in compliance of such laws for the duration of the Services. Notwithstanding the termination or completion of the Services, the Customer shall be liable for and keep APACS fully indemnified against all Losses suffered by APACS or any of its officers, employees, advisors, agents and representatives for a breach of or non-compliance with this Clause.