

SALUS AVIATION (AW) LTD STANDARD TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1. Unless expressly agreed otherwise in writing by an authorised representative of Salus Aviation:
 - 1.1.1. these Terms and Conditions and the Account Terms apply to the sale, supply and/or manufacture of all Goods and Services by Salus Aviation, and prevail over the terms of any other document, including any terms sought to be imposed by the Customer, provided that where the Services to be provided are aviation design services, the "Design Service Terms and Conditions" below will apply to those services.
 - 1.1.2. notwithstanding anything to the contrary in any Order, the making of an Order will be deemed as acceptance by the Customer of these Terms and Conditions.
 - 1.1.3. no action by Salus Aviation will be deemed to be acceptance by Salus Aviation of any terms proposed by the Customer or a waiver by Salus Aviation of these Terms and Conditions or any provision contained in them.

2. ACCEPTANCE AND VARIATIONS

- 2.1. Salus Aviation will not be deemed to have accepted any Order until it provides a formal written acceptance (which may be by way of email) or commences the provision of Services or supply of Goods pursuant to the Order.
- 2.2. Any requested variation to the Goods or Services required to be supplied by an Order must be notified to Salus Aviation in writing by the Customer. If Salus Aviation agrees to such variation in writing, the estimated or quoted price for the Contract will be adjusted accordingly.

3. PRICE

- 3.1. Any quoted price remains fixed for 30 days or for such other period as is specified. Once the relevant period expires without an Order being placed and Salus Aviation accepting the same, all prices may change without notice at any time.
- 3.2. Where no fixed price has been quoted, all Orders for Goods and / or Services will be charged at the prices prevailing at the date of delivery of Goods and/or performance of Services.
- 3.3. Notwithstanding any other provision of the Contract, if the final price is dependent on the condition of any Component (including where being provided for exchange), the price will be determined following inspection of the condition of that Component and final determination of the Services and / or Goods required to complete the Order by Salus Aviation or to reinstate the Component to the required condition.
- 3.4. Where the Customer requests Salus Aviation to estimate the quantity of Goods to be supplied or manufactured from sketches, plans, schedules, specifications or otherwise, the Customer agrees to pay for any variation between the estimated and actual quantities used or, as the case may be, supplied.
- 3.5. Unless otherwise specified, all prices given are exclusive of GST which shall (if applicable) be payable in addition to those prices.
- 3.6. All prices are exclusive of freight costs, insurance charges, duties, taxes, installation costs (unless installation is included in the Services provided by Salus in respect of the Goods) and maintenance costs unless otherwise agreed by Salus Aviation and the Customer in writing.
- 3.7. Unless otherwise agreed by Salus Aviation, all parts required for the provision of any Services will be supplied by Salus Aviation. Where it is agreed that parts are to be supplied by the Customer, Salus Aviation will charge a surcharge equivalent to 25% of the retail price of the supplied parts. Such Customer-supplied parts will, in all respects, be at the sole risk and cost of the Customer and the Customer releases Salus Aviation from, and indemnifies Salus Aviation against, any loss, cost, claim or expense arising out of or in respect of the fitting, operation or use of such parts.
- 3.8. The Customer shall, upon invoice by Salus Aviation, pay storage costs (as reasonably determined by Salus Aviation) for any period in which any Goods or Components are in Salus Aviation's possession or in any Salus Aviation Facility:

- 3.8.1. after the required delivery period determined under clause 5.3 and where the Customer has not promptly provided instructions or consent for the transfer of the Goods or Components or, as the case may be, completion of the Services.
- 3.8.2. at any time in respect of any other property deposited or left with Salus Aviation by, or on behalf of, the Customer and in respect of which no instruction for Services has been given to Salus Aviation.

4. TERMS OF PAYMENT

- 4.1. Except where Salus Aviation has agreed to Credit Terms, Salus Aviation may require payment in full in cleared funds:
 - 4.1.1. at the time of acceptance of the Order.
 - 4.1.2. prior to the performance of any Services or the delivery to the Customer of any Goods or any Component or other property in respect of which Services have been performed or items manufactured.
- 4.2. Where Goods and/or Services are supplied on Credit Terms, payment is due by the 20th of the month following the date of the relevant invoice or within such other time(s) as may be specified by Salus Aviation.
- 4.3. Payment of all monies must be made in the currency invoiced and without set-off or deduction of any kind, whether or not the Customer believes that it has a claim against Salus Aviation. If the Customer is required by law to deduct or withhold any sum from any amount due, the Customer will pay to Salus Aviation such additional sum as is required to ensure that Salus Aviation receives from the Customer the entire invoiced amount as if no such deduction or withholding had been made.
- 4.4. Salus Aviation may, at its absolute discretion and at any time:
 - 4.4.1. agree to extend or withdraw Credit Terms to the Customer.
 - 4.4.2. determine any terms, conditions, or limits to the Credit Terms.
 - 4.4.3. vary, amend or suspend any Credit Terms, including the credit limit.
- 4.5. If any payment received or recovered by Salus Aviation in respect of any Goods or Services is avoided by, or is required to be refunded, repaid, or accounted for under, any applicable law (including any law relating to preferences or insolvency), then:
 - 4.5.1. that payment or application will be deemed not to have discharged or affected the liability or obligation in respect of which the payment or application was received or made, and
 - 4.5.2. Salus Aviation and the Customer will, to the maximum extent permitted by law, be deemed to be returned to the position in which each would have been and will be entitled to exercise all the rights which each would have had, if that payment had not been received or recovered.

5. DELIVERY

- 5.1. Except where Salus Aviation has agreed to deliver any Goods or Component to the Customer's premises, delivery shall take place at Salus Aviation's Facility. Subject to any rights the Customer may have under the Consumer Guarantees Act 1993, Salus Aviation is not liable for, and the Customer releases Salus Aviation from and agrees to indemnify Salus Aviation against, any loss or damage to the Goods or Components during transportation except where such loss or damage is caused solely by Salus Aviation's gross negligence or willful default, act, or omission.
- 5.2. Dates given for shipment or delivery are indicative only. Salus Aviation shall not be liable in any way to the Customer or any other party for any cost, loss, damage, or expense sustained or incurred due to any delay.
- 5.3. Salus Aviation will notify the Customer when any Goods and/or Components are available for delivery. The Customer shall take delivery of the Goods and/or Components within 2 business days of such notification or such later period as may be agreed, provided that Salus Aviation has no obligation to release any Goods and/or Components until such time as payment has been received.

- 5.4. No claim in respect of any discrepancy in Goods and/or Components delivered will be accepted, and Salus Aviation will have no liability for the same, unless notified in writing to Salus Aviation within 2 business days of delivery.
- 5.5. Delivery by Salus Aviation to a carrier, or any other third party acting for the Customer, shall be deemed to be delivery to the Customer. Where any sale of Goods and / or Services is to be zero rated for GST on the basis that the items are to be exported, Salus Aviation and the Customer will cooperate to ensure that appropriate export entries are made to meet the requirements for zero rating of the sale.

6. DEFAULT

- 6.1. If an Event of Default occurs or Salus Aviation (in its sole discretion) considers that an Event of Default may occur, Salus Aviation may:
- 6.1.1. demand immediate payment of all or part of any sums owing by the Customer irrespective of the Due Date,
 - 6.1.2. require security for the Customer's obligations to Salus Aviation's full satisfaction before any further work is undertaken or supplies are made to the Customer,
 - 6.1.3. without notice withhold, cease, or suspend all work in relation to, or supply of, Goods and Services ordered or requested by the Customer, and/or
 - 6.1.4. cancel any Contract and seek appropriate remedies (including damages) from the Customer.
- 6.2. Without prejudice to Salus Aviation's other remedies, the Customer shall pay interest on all sums not paid on or by the Due Date, calculated and compounded daily on the amount due from the Due Date until the actual date of payment at a rate equal to 1.5% per month.
- 6.3. The following shall constitute **Events of Default**:
- 6.3.1. the Customer failing to, or intimating that it will not, pay any sum by the Due Date.
 - 6.3.2. the seizure of any Goods by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.
 - 6.3.3. any Goods or Components in respect of which Services have been provided in the possession of the Customer are damaged while any sum due from the Customer to Salus Aviation remains unpaid.
 - 6.3.4. the Customer becomes bankrupt, insolvent or is put into liquidation, a receiver or administrator is appointed to the Customer or any of the Customer's assets or the Customer gives notice of a proposed compromise with all or any of its creditors.
 - 6.3.5. a Court judgment is entered against the Customer and remains unsatisfied for 7 days.
 - 6.3.6. any material adverse change occurs (in Salus Aviation's opinion) in the financial position of the Customer.
 - 6.3.7. the Customer no longer carries on business or threatens to cease carrying on business.
 - 6.3.8. ownership or effective control of the Customer is transferred, or the nature of the Customer's business is materially altered.
 - 6.3.9. the Customer, in Salus Aviation's opinion, acts unreasonably in delaying delivery or refusing to accept delivery of any Goods, Component or Services.
- 6.4. The Customer agrees to indemnify Salus Aviation against all costs, including costs on a solicitor-client basis and debt collectors' costs, incurred in the recovery, or attempted recovery, of assets or outstanding amounts and the enforcement of these Terms and Conditions.

7. OWNERSHIP AND RISK

- 7.1. In this clause 7 unless context otherwise requires:
- 7.1.1. **PPSA** means the Personal Property Securities Act 1999; and

- 7.1.2. The terms **accession, collateral, Purchase Money Security Interest, financing change statement, financing statement, security interest, and verification statement** have the meanings given to them in the PPSA.
- 7.2. Risk in the Goods shall pass to the Customer on delivery in accordance with clause 5.1. Risk in any Component remains with the Customer throughout the period in which the Component is in Salus Aviation's care, custody or control or in transit to, from or between any Salus Aviation Facility. The Customer releases Salus Aviation from, and will indemnify Salus Aviation for, any and all liability in respect of any damage to any Goods or Component arising while the risk in such Goods or Component lies with the Customer.
- 7.3. The Customer shall:
- 7.3.1. at all times maintain appropriate insurance including transit, hull and liability, and product liability insurances, to the extent relevant, over any Component whilst the same is in transit or in Salus Aviation's care, custody, or control.
- 7.3.2. where payment has not been made for any Goods at the time of delivery by Salus Aviation (and accordingly title has not passed to the Customer), insure the Goods in the name of Salus Aviation and the Customer for their respective interests and, if requested, provide evidence of such insurance to Salus Aviation.
- 7.4. Notwithstanding any period of credit granted by Salus Aviation, legal and beneficial title and ownership of any and all Goods supplied or manufactured by Salus Aviation passes to the Customer only when the Customer has made payment in full in cleared funds for all Goods and Services provided by Salus Aviation and for any other amounts owing by the Customer to Salus Aviation from time to time.
- 7.5. For the avoidance of doubt, clause 7.4 also applies to Goods which are or have been attached to, fixed, installed, mixed or incorporated in any way into any Component or other goods of the Customer or in any goods over which the Customer has rights.
- 7.6. Until title / ownership in any Goods passes to the Customer, the Customer holds the Goods as fiduciary, bailee and agent for Salus Aviation and will (to the extent possible) store the Goods in such manner that they are clearly identifiable as the property of Salus Aviation and will keep separate records in respect of such Goods.
- 7.7. In consideration of Salus Aviation providing Goods and/or Services to the Customer and for the purposes of section 36(1) of the PPSA, the Customer grants to Salus Aviation the following security interests:
- 7.7.1. a Purchase Money Security Interest over the Goods and the proceeds of the sale of the Goods existing until all amounts owed by the Customer in respect of those Goods is paid in full;
- 7.7.2. a security interest over all Goods and their proceeds until Salus Aviation discharges such security interest; and
- 7.7.3. a security interest in all the Customer's present and after acquired property.
- 7.8. Each security interest is a continuing interest irrespective of whether there may be monies or obligations owing by the Customer to Salus Aviation at a particular time.
- 7.9. Salus Aviation may register a financing statement in respect of its security interests. The Customer waives its right to receive a copy of any verification statement confirming registration of a financing statement or financing change statement.
- 7.10. The Customer agrees to do anything Salus Aviation reasonably requires to ensure Salus Aviation has perfected security interests, including signing any further documents and/or providing any further information (such information to be complete, accurate and up to date in all respects), as Salus Aviation may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register.
- 7.11. The Customer gives irrevocable authority to Salus Aviation to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after an Event of Default has occurred, or before an Event of Default occurs if Salus Aviation believes such default is likely, and to remove and

repossess any Goods and any other property to which Goods are attached or in which Goods are installed or incorporated. Salus Aviation will not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless such liability cannot be excluded by statute. Salus Aviation may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all liabilities and expenses (including legal expenses, enforcement, repossession, storage and selling costs) incurred by Salus Aviation in enforcing, or attempting to enforce, its rights under these Terms and Conditions) or may retain any repossessed Goods and credit the Customer's account with the invoice value of such Goods less such sum as Salus Aviation determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs and expenses of Salus Aviation.

- 7.12. Where Goods are retained by Salus Aviation pursuant to clause 7.11, the Customer waives the right to receive notice under section 120 of the PPSA and to object under section 121 of the PPSA.
- 7.13. The Customer waives its rights under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 132, 133 and 148 of the PPSA.
- 7.14. Salus Aviation may in its discretion allocate any payment received from the Customer towards any interest, costs, invoice, or portion of an invoice that Salus Aviation determines (and in any order that Salus Aviation determines) and may do so at the time of receipt or at any time afterwards and on default by the Customer, Salus Aviation may reallocate any payments previously received and allocated. In the absence of any payment allocation by Salus Aviation, payment shall be deemed to be allocated in such manner as preserves the maximum value of Salus Aviation's Purchase Money Security Interest in the Goods.
- 7.15. Notwithstanding anything in this clause 7, Salus Aviation shall have a particular and general lien over all property of the Customer that is in, or which comes into, its possession and for all sums due to it at any time whether or not such sums are overdue for payment. These rights are in addition to, and not in substitution for, any rights that Salus Aviation may have under the PPSA and the exercise of rights either under such lien or under the PPSA shall not constitute a waiver of any other rights or give rise to an estoppel against Salus Aviation.

8. CREDITS AND RETURN OF GOODS

- 8.1. Credits sought by the Customer for returned Goods are at Salus Aviation's exclusive discretion.
- 8.2. All Goods returned to Salus Aviation must be:
 - 8.2.1. returned within 7 days of receipt, and Customer must notify Salus Aviation prior to returning the Goods;
 - 8.2.2. returned free into Salus Aviation's store with all transportation charges, insurance costs, taxes, duties and additional charges being borne by the Customer;
 - 8.2.3. in the condition as supplied by Salus Aviation and in Salus Aviation's original containers, all unsoiled and undamaged; and
 - 8.2.4. accompanied by the number and date of the supplying invoice.
- 8.3. All Goods or property returned to Salus Aviation under any warranty or to correct any defect under clause 12 must be returned free into the relevant Salus Aviation Facility with all transportation charges, insurance costs, taxes, duties and charges being borne by the Customer.

9. SUPPLY FOR BUSINESS PURPOSE

- 9.1. The Customer acknowledges that all Goods and Services are supplied and acquired solely for business purposes, both the Customer and Salus Aviation are in trade and that the Customer and Salus Aviation agree to contract out of the Consumer Guarantees Act 1993 in respect of those Goods and Services.
- 9.2. Notwithstanding clause 9.1, where the Customer is a Consumer for the purposes of the Consumer Guarantees Act 1993, it will promptly notify Salus Aviation and nothing in these Terms and Conditions is intended to contract out of, or limit the application of, the Consumer Guarantees Act 1993.

10. WARRANTIES AND CONDITIONS

- 10.1. This clause 10 shall apply where the Customer is not a Consumer.
- 10.2. Except as provided in any express warranty given by Salus Aviation, no warranty or condition shall be implied against Salus Aviation by any statute, at common law or otherwise and no representation, express condition, warranty or variation of these Terms and Conditions shall be binding on Salus Aviation unless it is in writing and signed by a director or other authorised representative of Salus Aviation.
- 10.3. Express warranties on workmanship and Goods manufactured by Salus Aviation are available on Salus Aviation's website.
- 10.4. If Goods are to be supplied to the Customer's design or specifications, the Customer warrants to Salus Aviation that the manufacture and / or supply of such Goods by Salus Aviation will not infringe any patent, copyright, registered design or other rights of any person. The Customer agrees to indemnify Salus Aviation for any liability it incurs (including any costs and expenses) as a result of any claim that the manufacture or supply of Goods infringes any patent, copyright, registered design or other rights of any other person.

11. CONSUMER GUARANTEES ACT 1993

- 11.1. This clause 11 only applies where the Customer is a Consumer.
- 11.2. If Goods supplied or manufactured or Services provided fail to comply with the guarantees set out in the Consumer Guarantees Act 1993, Salus Aviation will comply with its obligations under the Consumer Guarantees Act 1993.
- 11.3. With the exception of the guarantees contained in the Consumer Guarantees Act 1993, no other warranty or condition shall be implied against Salus Aviation by any other statute, at common law or otherwise and no representation, express condition, warranty or variation of the Terms and Conditions shall be binding on Salus Aviation unless it is in writing and signed by a director or other authorized representative of Salus Aviation .

12. CLAIMS

- 12.1. This clause 12 shall apply where the Customer has a claim which is not subject to the Consumer Guarantees Act 1993 or any express warranty published by Salus Aviation.
- 12.2. Where Goods are returned by the Customer due to alleged defect or if the Customer is making a claim for defective or inadequate provision of Services, Salus Aviation may, in its sole discretion (if it accepts the claim), repair the Goods, remedy such defect or make a reasonable allowance on the purchase from, or performance by, Salus Aviation of replacement Goods or Services, provided that the following conditions are met:
 - 12.2.1. all claims must be received by Salus Aviation within 7 days of either the date of delivery of the Goods to the Customer or the date of completion of the Services by Salus Aviation;
 - 12.2.2. all claims must be accompanied by the number and date of supplying invoices;
 - 12.2.3. all claims must specifically identify the defect and, if applicable, be accompanied by the defective Goods or other property; and
 - 12.2.4. Salus Aviation shall have a reasonable opportunity to investigate the claim.
- 12.3. If claims are not received by Salus Aviation in accordance with the requirements specified in subclause 12.2, the Customer shall be conclusively deemed to have accepted the Goods and/or Services and Salus Aviation shall not have any liability whatsoever in relation to the Goods or Services.

13. LIMITATION OF LIABILITY

- 13.1. To the extent permitted by law, Salus Aviation's total aggregate liability in respect of, or arising out of, the supply or manufacture of any Goods or Services, whether in contract, tort (including negligence), for breach of statutory duty or otherwise shall be limited to the total price paid by the Customer for the relevant Goods and/or the Services to which the issue relates. Salus Aviation shall not be liable for any incidental, indirect, special or consequential injury, loss, cost, expense or damage whatsoever and

howsoever arising (including, without limitation, loss of revenue, profit, opportunity, or of a client relationship), even if such loss was reasonably foreseeable. Notwithstanding the foregoing, nothing in this subclause is intended to limit or exclude Salus Aviation's liability or the Customer's rights if the Customer is a Consumer for the purposes of the Consumer Guarantees Act 1993 or any liability arising under health and safety law.

- 13.2. Salus Aviation shall not be responsible for any damage whatsoever caused either to the Goods supplied and/or manufactured or as a result of the malfunction of such Goods if:

- 13.2.1. the Goods are in any way adapted or put to a use for which they are not specifically intended;
- 13.2.2. the Goods are added to or repaired using components not recommended or approved by the manufacturer of such Goods; or
- 13.2.3. the Goods are improperly or inadequately transported, handled, maintained, installed, operated, or stored.

14. GENERAL PROVISIONS

- 14.1. Salus Aviation shall be relieved of all obligations under a Contract in the event of any delay or non-performance arising from any event beyond Salus Aviation's reasonable control including (without limitation) wars, strikes, lockouts, delay or defaults of manufacturers or suppliers, acts of God or nature and any national or global health emergencies or pandemics. Salus Aviation shall have no liability to, and the Customer releases Salus Aviation from, all loss, cost, damage or expense arising from or in consequence of any such delay or non-performance.
- 14.2. To the extent any personal information relating to the Customer (or its directors or shareholders) is collected by Salus Aviation in connection with these Terms and Conditions, such information will be handled in accordance with the Privacy Act 2020 and Salus Aviation's privacy policy available on its website.
- 14.3. If any of these Terms and Conditions or the terms and conditions of any Contract are held by a Court to be invalid, void or ineffective by virtue of illegality or otherwise, such terms or conditions, or part of them, shall be severed from all other terms and conditions without affecting the validity or enforceability of all other terms and conditions or part of them.
- 14.4. The Customer may not assign, transfer or otherwise deal with any Contract without Salus Aviation's prior written consent.
- 14.5. The Customer acknowledges that Goods manufactured or supplied by Salus Aviation may be subject to export control laws, rules and regulations of the United States of America, the European Union, New Zealand and other applicable jurisdictions (**Export Control Laws**). The Customer agrees:
 - 14.5.1. to provide to Salus Aviation all necessary and relevant information as may be appropriate to allow Salus Aviation to assess the applicability of Export Control Laws to any sale, manufacture or supply of Goods or Services;
 - 14.5.2. Salus Aviation will not be liable to the Customer for any failure to provide Goods or Services as a result of government or supplier actions that impact Salus Aviation's ability to perform, including:
 - (a) the failure to provide, or the cancellation of, export or re-export licenses;
 - (b) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Salus Aviation's performance; or
 - (c) delays due to Customer's failure to follow applicable import, export, transfer or re-export laws and regulations;
 - 14.5.3. Salus Aviation may cancel any Contract that Salus Aviation reasonably believes may be in breach of any Export Control Laws; and
 - 14.5.4. to comply strictly with all applicable Export Control Laws in relation to any sale, resale, transfer, supply or disposition of any Goods supplied by Salus Aviation, and to assume sole responsibility

for obtaining licenses to export or re-export as may be required and will indemnify Salus Aviation for any loss or liability Salus Aviation incurs as a result of the Customer's failure to comply with these requirements.

- 14.6. Salus Aviation may vary these Terms and Conditions from time to time and the Customer agrees that any such variation will be effective from the date of publication of such terms on Salus Aviation's website or any earlier delivery or notification to the Customer. It is the Customer's responsibility to review the terms prior to placing any Order or entering into any Contract.
- 14.7. Every Contract and these Terms and Conditions are governed by the laws of New Zealand and the Courts of New Zealand have exclusive jurisdiction in connection with any disputes which may arise.

15. INTERPRETATION

- 15.1. Unless the context requires otherwise, in these Terms and Conditions:

Account Terms means the terms included in the Salus Aviation customer account application form.

Component means any item (including an aircraft or any part of an aircraft) belonging to the Customer in respect of which the Customer has requested Salus Aviation to provide Services (including an exchange of parts), which may include the installation of Goods.

Consumer means a consumer as defined in Section 2 of the Consumer Guarantees Act 1993 but does not include a Customer who, by clause 9 of these Terms and Conditions, has contracted out of that Act.

Contract means any contract between Salus Aviation and the Customer comprising these Terms and Conditions together with any relevant quote or estimate provided by Salus Aviation, any documents or materials either provided by the Customer or which Salus Aviation intends to be part of such contract, and the Order placed by the Customer (but excluding any Customer terms not expressly accepted by Salus Aviation).

Credit Terms means the credit terms approved by Salus Aviation from time to time for payment by Customer for any Goods and / or Services.

Customer means any purchaser of Goods and/or Services from Salus Aviation.

Due Date means the due date for payment to Salus Aviation.

Event of Default has the meaning given to it in clause 6.

Goods means all goods supplied or, as the case may be, manufactured by Salus Aviation, including as part of the provision of any Services.

GST means Goods and Services Tax in accordance with the Goods and Services Tax Act 1985 or any other applicable consumption tax applicable to the sale or supply of Goods and/or Services.

Order means any purchase order (in whatever form, including verbally) issued by the Customer for the design, manufacture or supply of Goods and / or Services by Salus Aviation. An order is an irrevocable offer by the Customer to purchase the stated Goods and Services in accordance with these Terms and Conditions and such other conditions as Salus Aviation may agree.

Salus Aviation means Salus Aviation (AW) Ltd and its successors and assigns;

Salus Aviation's Facility means the Salus Aviation facility at which the Goods are to be manufactured or supplied or the Services are to be performed, as determined in the applicable Contract or by Salus Aviation;

Services means all services of any nature provided by Salus Aviation to the Customer.

Terms and Conditions means these Standard Terms and Conditions together with Salus Aviation's Account Terms and Credit Terms (if applicable).

These Terms and Conditions are effective from 1 August 2025.

SALUS AVIATION (AW) LTD DESIGN SERVICES TERMS AND CONDITIONS**1. APPLICABILITY**

- 1.2. Unless expressly agreed otherwise in writing by an authorised representative of Salus Aviation:
 - 1.2.1. these Terms and Conditions, the Account Terms, and any terms included in a Proposal apply to the sale and supply of Design Services by Salus Aviation and prevail over the terms of any other document, including any terms sought to be imposed by the Customer.
 - 1.2.2. notwithstanding anything to the contrary in any Order, the making of an Order will be deemed as acceptance by the Customer of these Terms and Conditions and any other applicable terms.
 - 1.2.3. no action by Salus Aviation will be deemed to be acceptance by Salus Aviation of any terms proposed by the Customer or a waiver by Salus Aviation of these Terms and Conditions or any provision contained in them.

2. ACCEPTANCE AND VARIATIONS

- 2.1. Salus Aviation will not be deemed to have accepted any Order until it provides a formal written acceptance (which may be by way of email) or commences the provision of Design Services pursuant to the Order.
- 2.2. Any requested variation to the Design Services required to be supplied by an Order must be notified to Salus Aviation in writing by the Customer. If Salus Aviation agrees to such variation in writing, the estimated or quoted price for the Contract will be adjusted accordingly.

3. PRICE

- 3.1. Any quoted price remains fixed for 30 days or for such other period as is specified. Once the relevant period expires without an Order being placed and Salus Aviation accepting the same, all prices may change without notice at any time.
- 3.2. Where no fixed price has been quoted, all Orders for Design Services will be charged at Salus Aviation's standard rates prevailing at the date of performance of the Design Services.
- 3.3. Unless otherwise specified, all prices given are exclusive of GST which shall (if applicable) be payable in addition to those prices.
- 3.4. Where the Design Services include holding any approval and any associated ongoing airworthiness obligations the Customer shall be liable for all costs incurred in respect of complying with those obligations.

4. TERMS OF PAYMENT

- 4.1. Except where Salus Aviation has agreed to Credit Terms, Salus Aviation may require payment in full in cleared funds:
 - 4.1.1. at the time of acceptance of the Order.
 - 4.1.2. prior to the performance of any Design Services or the delivery to the Customer of any Deliverable.
- 4.2. Where Design Services are supplied on Credit Terms, payment is due by the 20th of the month following the date of the relevant invoice or within such other time(s) as may be specified by Salus Aviation.
- 4.3. Payment of all monies must be made in the currency invoiced and without set-off or deduction of any kind, whether or not the Customer believes that it has a claim against Salus Aviation. If the Customer is required by law to deduct or withhold any sum from any amount due, the Customer will pay to Salus Aviation such additional sum as is required to ensure that Salus Aviation receives from the Customer the entire invoiced amount as if no such deduction or withholding had been made.
- 4.4. Salus Aviation may, at its absolute discretion and at any time:
 - 4.4.1. agree to extend or withdraw Credit Terms to the Customer.
 - 4.4.2. determine any terms, conditions, or limits to the Credit Terms.

- 4.4.3. vary, amend, or suspend any Credit Terms, including the credit limit.
- 4.5. If any payment received or recovered by Salus Aviation in respect of any Design Services is avoided by, or is required to be refunded, repaid, or accounted for under, any applicable law (including any law relating to preferences or insolvency), then:
 - 4.5.1. that payment or application will be deemed not to have discharged or affected the liability or obligation in respect of which the payment or application was received or made, and
 - 4.5.2. Salus Aviation and the Customer will, to the maximum extent permitted by law, be deemed to be returned to the position in which each would have been and will be entitled to exercise all the rights which each would have had, if that payment had not been received or recovered.

5. DELIVERABLES

- 5.1. The Deliverables shall be as described in the Proposal.
- 5.2. Unless expressly agreed in writing dates or periods advised by Salus Aviation for completion of any Design Services and / or Deliverables are indicative only. Salus Aviation shall not be liable in any way to the Customer or any other party for any cost, loss, damage, or expense sustained or incurred due to any delay.
- 5.3. Salus Aviation will notify the Customer when any Deliverables are complete and available for delivery. Unless Credit Terms have been agreed and remain in effect Salus Aviation has no obligation to release any Deliverables until such time as payment has been received.
- 5.4. No claim in respect of any discrepancy in any Deliverables will be accepted, and Salus Aviation will have no liability for the same, unless notified in writing to Salus Aviation within 14 days of delivery.

6. DEFAULT

- 6.1. If an Event of Default occurs or Salus Aviation (in its sole discretion) considers that an Event of Default may occur, Salus Aviation may:
 - 6.1.1. demand immediate payment of all or part of any sums owing by the Customer irrespective of the Due Date,
 - 6.1.2. require security for the Customer's obligations to Salus Aviation's full satisfaction before any further work is undertaken or supplies are made to the Customer,
 - 6.1.3. without notice withhold, cease, or suspend all work in relation to, or supply of, Design Services ordered or requested by the Customer, and/or
 - 6.1.4. cancel any Contract and seek appropriate remedies (including damages) from the Customer.
- 6.2. Without prejudice to Salus Aviation's other remedies, the Customer shall pay interest on all sums not paid on or by the Due Date, calculated and compounded daily on the amount due from the Due Date until the actual date of payment at a rate equal to 1.5% per month.
- 6.3. The following shall constitute **Events of Default**:
 - 6.3.1. the Customer failing to, or intimating that it will not, pay any sum by the Due Date.
 - 6.3.2. the Customer becomes bankrupt, insolvent or is put into liquidation, a receiver or administrator is appointed to the Customer or any of the Customer's assets or the Customer gives notice of a proposed compromise with all or any of its creditors.
 - 6.3.3. a Court judgment is entered against the Customer and remains unsatisfied for 7 days.
 - 6.3.4. any material adverse change occurs (in Salus Aviation's opinion) in the financial position of the Customer.
 - 6.3.5. the Customer no longer carries on business or threatens to cease carrying on business.
- 6.4. The Customer agrees to indemnify Salus Aviation against all costs, including costs on a solicitor-client basis and debt collectors' costs, incurred in the recovery, or attempted recovery, of assets or outstanding amounts and the enforcement of these Terms and Conditions.

7. INTELLECTUAL PROPERTY

- 7.1. Salus Aviation will retain all IP Rights in all of Salus Aviation's information and materials that it has developed prior to the date of any Order and which may be incorporated in any Deliverable.
- 7.2. Where the Customer supplies any intellectual property to Salus Aviation in association with the provision of the Design Services, the Customer:
 - 7.2.1. warrants that the use of such intellectual property by Salus Aviation in the provision of the Design Services will not breach in IP Rights of any third party;
 - 7.2.2. shall retain all IP Rights in the information and materials it provides to Salus Aviation; and
 - 7.2.3. grants Salus Aviation a perpetual, transferrable, sublicensable, fully paid, royalty free, and non-exclusive licence to use the Customer's intellectual property supplied to Salus Aviation to:
 - (a) carry out the Design Services,
 - (b) provide supplies to third parties which include or incorporate the Customer's intellectual property.
- 7.3. The Customer agrees that Salus Aviation shall own all New IP Rights in the Deliverables and any other property developed as part of the Design Services, and that nothing under this Agreement or at law shall confer any ownership rights upon the Customer in respect of such New IP Rights. Salus Aviation grants to the Customer a perpetual, non-exclusive, worldwide and royalty-free licence to use the IP Rights in the Deliverables for the purpose described in the Proposal. The Customer may transfer this licence to any subsequent owner of any aircraft (or part thereof) in which any aspect of the Deliverables have been embodied.
- 7.4. Salus Aviation warrants that it holds the rights to licence the use of all IP Rights in the Deliverables provided to the Customer.
- 7.5. The Customer warrants that it shall not, whether directly or indirectly, infringe or allow any party to infringe on any IP Rights of Salus Aviation in the Deliverables.
- 7.6. The Customer hereby indemnifies and agrees to keep indemnified Salus Aviation against all losses, liability, and or expenses incurred by Salus Aviation in relation to and/or in any way related with:
 - 7.6.1. any breach of IP Rights in the Deliverables by the Customer.
 - 7.6.2. any claim by any third party that the use of intellectual property supplied by the Customer to Salus Aviation in relation to the Design Services breaches any IP Rights of the third party.
- 7.7. The Customer agrees to provide Salus Aviation with written notice within ten (10) days of becoming aware of any claim that the use of any intellectual property provided by the Customer and used by Salus Aviation in the Design Service infringe any IP Rights of any third party. Such notice must set out full details of the claim insofar as they are available.
- 7.8. In the event that any party brings a claim against the Customer or Salus Aviation alleging that intellectual property supplied by Salus Aviation (excluding any intellectual property supplied to Salus Aviation by the Customer) as part of the Design Services or Deliverables infringes their IP rights, the Customer agrees to:
 - 7.8.1. notify Salus Aviation immediately in writing of any such alleged infringement;
 - 7.8.2. give Salus Aviation the option to conduct the defence of such a claim, including negotiations for settlements or compromise prior to the commencement of legal proceedings;
 - 7.8.3. not admit, handle, deal with, or compromise any claim except with Salus Aviation's prior written permission;
 - 7.8.4. follow all reasonable directions provided by Salus Aviation in relation to any claim and provide Salus Aviation with reasonable assistance in conducting the defence of such a claim;
 - 7.8.5. permit Salus Aviation (at Salus Aviation's expense) to modify, alter, or substitute the infringing part of the Deliverables to render the supply non-infringing.

- 7.9. If Salus Aviation is unable to resolve the dispute on terms acceptable to Salus Aviation, it may direct the Customer to cease using the relevant intellectual property and Salus Aviation will pay the Customer reasonable compensation as determined by Salus Aviation up to an amount not exceeding the amount paid by the Customer for the Design Services. Salus Aviation may, without liability, suspend or cancel any supply of Design Services and related Contract which has become the subject of a claim by a third party alleging infringement of any IP Rights.

8. SUPPLY FOR BUSINESS PURPOSE

- 8.1. The Customer acknowledges that all Design Services and associated Deliverables are supplied and acquired solely for business purposes, both the Customer and Salus Aviation are in trade, and that the Customer and Salus Aviation agree to contract out of the Consumer Guarantees Act 1993 in respect of those Deliverables and Design Services.
- 8.2. Notwithstanding clause 8.1, where the Customer is a Consumer for the purposes of the Consumer Guarantees Act 1993, it will promptly notify Salus Aviation and nothing in these Terms and Conditions is intended to contract out of, or limit the application of, the Consumer Guarantees Act 1993.

9. WARRANTIES AND CONDITIONS

- 9.1. This clause 9 shall apply where the Customer is not a Consumer.
- 9.2. Except as provided in any express warranty given by Salus Aviation, no warranty or condition shall be implied against Salus Aviation by any statute, at common law, or otherwise and no representation, express condition, warranty, or variation of these Terms and Conditions shall be binding on Salus Aviation unless it is in writing and signed by a director or other authorised representative of Salus Aviation.

10. CONSUMER GUARANTEES ACT 1993

- 10.1. This clause 10 only applies where the Customer is a Consumer.
- 10.2. If the Design Services provided fail to comply with the guarantees set out in the Consumer Guarantees Act 1993, Salus Aviation will comply with its obligations under the Consumer Guarantees Act 1993.
- 10.3. With the exception of the guarantees contained in the Consumer Guarantees Act 1993, no other warranty or condition shall be implied against Salus Aviation by any other statute, at common law or otherwise and no representation, express condition, warranty or variation of the Terms and Conditions shall be binding on Salus Aviation unless it is in writing and signed by a director or other authorized representative of Salus Aviation .

11. CLAIMS

- 11.1. This clause 11 shall apply where the Customer has a claim which is not subject to the Consumer Guarantees Act 1993 or any express warranty published by Salus Aviation.
- 11.2. Where Customer makes a claim for defective or inadequate provision of Design Services, Salus Aviation may, in its sole discretion (if it accepts the claim), remedy such defect or make a reasonable allowance on the purchase from, or performance by, Salus Aviation of Design Services, provided that the following conditions are met:
- 11.2.1. all claims must be received by Salus Aviation within 14 days of the date from which such defect is discovered or ought reasonably have been discovered;
 - 11.2.2. all claims must be accompanied by the number and date of supplying invoices;
 - 11.2.3. all claims must specifically identify the defect; and
 - 11.2.4. Salus Aviation shall have a reasonable opportunity to investigate the claim.
- 11.3. If claims are not received by Salus Aviation in accordance with the requirements specified in subclause 11.2, the Customer shall be conclusively deemed to have accepted the Design Services and Deliverables and Salus Aviation shall not have any liability whatsoever in relation to Design Services.

12. LIMITATION OF LIABILITY

- 12.1. Salus Aviation's total aggregate liability in respect of, or arising out of, the supply of any Deliverables and

Design Services, whether in contract, tort (including negligence), for breach of statutory duty or otherwise shall be limited to the total price paid by the Customer for the relevant Deliverables and/or Design Services to which the issue relates. Salus Aviation shall not be liable for any incidental, indirect, special or consequential injury, loss, cost, expense or damage whatsoever and howsoever arising (including, without limitation, loss of revenue, profit, opportunity, or of a client relationship), even if such loss was reasonably foreseeable. Notwithstanding the foregoing, nothing in this subclause is intended to limit or exclude Salus Aviation's liability of the Customer's rights if the Customer is a Consumer for the purposes of the Consumer Guarantees Act 1993.

13. GENERAL PROVISIONS

- 13.1. Salus Aviation shall be relieved of all obligations under a Contract in the event of any delay or non-performance arising from any event beyond Salus Aviation's reasonable control including (without limitation) wars, strikes, lockouts, delay or defaults of manufacturers or suppliers, acts of God or nature and any national or global health emergencies or pandemics. Salus Aviation shall have no liability to, and the Customer releases Salus Aviation from, all loss, cost, damage or expense arising from or in consequence of any such delay or non-performance.
- 13.2. To the extent any personal information relating to the Customer (or its directors or shareholders) is collected by Salus Aviation in connection with these Terms and Conditions, such information will be handled in accordance with the Privacy Act 2020 and Salus Aviation's privacy policy available on its website.
- 13.3. If any of these Terms and Conditions or the terms and conditions of any Contract are held by a Court to be invalid, void or ineffective by virtue of illegality or otherwise, such terms or conditions, or part of them, shall be severed from all other terms and conditions without affecting the validity or enforceability of all other terms and conditions or part of them.
- 13.4. The Customer may not assign, transfer or otherwise deal with any Contract without Salus Aviation's prior written consent.
- 13.5. The Customer acknowledges that Deliverables supplied by Salus Aviation may be subject to export control laws, rules and regulations of the United States of America, the European Union, New Zealand and other applicable jurisdictions (**Export Control Laws**). The Customer agrees:
 - 13.5.1. to provide to Salus Aviation all necessary and relevant information as may be appropriate to allow Salus Aviation to assess the applicability of Export Control Laws to any sale or supply of Deliverables and Design Services;
 - 13.5.2. Salus Aviation will not be liable to the Customer for any failure to provide Deliverables and Design Services as a result of government or supplier actions that impact Salus Aviation's ability to perform, including:
 - (a) the failure to provide, or the cancellation of, export or re-export licenses;
 - (b) any subsequent interpretation of applicable import, transfer, export, or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Salus Aviation's performance; or
 - (c) delays due to Customer's failure to follow applicable import, export, transfer, or re-export laws and regulations;
 - 13.5.3. Salus Aviation may cancel any Contract that Salus Aviation reasonably believes may be in breach of any Export Control Laws; and
 - 13.5.4. to comply strictly with all applicable Export Control Laws in relation to any sale, resale, transfer, supply or disposition of any Deliverables supplied by Salus Aviation, and to assume sole responsibility for obtaining licenses to export or re-export as may be required and will indemnify Salus Aviation for any loss or liability Salus Aviation incurs as a result of the Customer's failure to comply with these requirements.
- 13.6. Salus Aviation may vary these Terms and Conditions from time to time and the Customer agrees that any such variation will be effective from the date of publication of such terms on Salus Aviation's website or

any earlier delivery or notification to the Customer. It is the Customer's responsibility to review the terms prior to placing any Order or entering into any Contract.

- 13.7. Every Contract and these Terms and Conditions are governed by the laws of New Zealand and the Courts of New Zealand have exclusive jurisdiction in connection with any disputes which may arise.

14. INTERPRETATION

- 14.1. Unless the context requires otherwise, in these Terms and Conditions:

Account Terms means the terms included in the Salus Aviation customer account application form.

Consumer means a consumer as defined in Section 2 of the Consumer Guarantees Act 1993 but does not include a Customer who, by clause 9 of these Terms and Conditions, has contracted out of that Act.

Contract means any contract between Salus Aviation and the Customer comprising these Terms and Conditions together with the Proposal, and any documents or materials which Salus Aviation intends to be part of such contract, and the Order placed by the Customer (but excluding any Customer terms not expressly accepted by Salus Aviation).

Credit Terms means the credit terms approved by Salus Aviation from time to time for payment by Customer for Design Services.

Customer means any purchaser of Design Services from Salus Aviation.

Deliverables means the documents (whether physical or electronic), approvals, or other outputs described in the Proposal that are to be produced and delivered to the Customer as part of the Design Services.

Design Services means the aircraft design services provided under part 146 of the New Zealand Civil Aviation Rules.

Due Date means the due date for payment to Salus Aviation.

Event of Default has the meaning given to it in clause 6.

GST means Goods and Services Tax in accordance with the Goods and Services Tax Act 1985 or any other applicable consumption tax applicable to the sale or supply of Goods and/or Services.

IP Rights means all intellectual property rights and interests, including copyright, trademarks, designs, patents, and other proprietary rights, recognized, or protected by law.

New IP Rights means IP Rights developed after the date of the Order and incorporated into the Deliverables.

Order means any purchase order (in whatever form, including verbally) issued by the Customer for the supply of Design Services and Deliverables by Salus Aviation. An order is an irrevocable offer by the Customer to purchase the stated Design Services and Deliverables in accordance with these Terms and Conditions and such other conditions as Salus Aviation may agree.

Proposal means any proposal, quote, or estimate provided by Salus Aviation in respect of any Design Services.

Salus Aviation means Salus Aviation (AW) Ltd and its successors and assigns;

Terms and Conditions means these Design Service Terms and Conditions together with Salus Aviation's Account Terms and Credit Terms (if applicable).