



SLING AIRCRAFT (PTY) LTD ("Sling")

GENERAL TERMS AND CONDITIONS: AIRCRAFT MAINTENANCE

("these GENERAL TERMS AND CONDITIONS")

The Customer engages the services of Sling Aircraft, from time to time, to supply Service Work, and/or Parts in respect of the Aircraft and/or carry out inspections and/or maintenance and/or repairs and/or overhaul of the Aircraft on the terms and conditions as set forth in these GENERAL TERMS AND CONDITIONS.

The Customer has, from time to time, been furnished with and signed one or more Sling Aircraft Quotations which records the fact that he/it has received a copy of these GENERAL TERMS AND CONDITIONS (whether in hard copy or digital format) and has expressly agreed to be bound by all terms and/or conditions set out in these GENERAL TERMS AND CONDITIONS.

The Customer warrants that he/it is the owner or beneficial owner or lawful possessor of the Aircraft and entitled to engage the services of Sling Aircraft to carry out all tasks and/or Service Work as contemplated in these GENERAL TERMS AND CONDITIONS.

1. In these GENERAL TERMS AND CONDITIONS, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
 - 1.1. **"Aircraft"** shall mean any one or more aircraft delivered to or collected by Sling Aircraft from the Customer from time to time in respect of which Sling Aircraft performs Service Work.
 - 1.2. **"Delivery"** shall mean the act by which the Customer (or anybody on behalf of the Customer) delivers, or causes to be delivered, the Aircraft to Sling Aircraft in order to perform the Service Work.
 - 1.3. **"Defects"** shall mean material defects in the condition or quality of the Aircraft or any part thereof, which affect the safety, serviceability and/or airworthiness of the Aircraft.
 - 1.4. **"Maintenance"** shall mean any or all work required to maintain the Aircraft in, or return it to, serviceable and airworthy condition, whether through inspection, overhaul, repair, calibration, supply of replacement Parts or otherwise.
 - 1.5. **"Manual(s)"** shall mean any relevant aircraft maintenance manuals, documents or records as may be required by Sling Aircraft in order to perform the Service Work.
 - 1.6. **"Necessary Additional Work"** shall mean the supply of all labour, supply and fitment of all parts and/or the carrying out of all tests not set out in the Quotation that is/are necessary for purposes of Sling Aircraft complying with its obligations under these GENERAL TERMS AND CONDITIONS.
 - 1.7. **"Parties"** shall mean the Customer and Sling Aircraft and "Party" shall mean any one of them as the context may indicate.
 - 1.8. **"Parts"** shall mean any one or more parts supplied by Sling Aircraft in connection with the Service Work. Sling shall have the right to supply Parts in new or in overhauled condition, in its discretion and depending on availability. Sling does not guarantee the availability of any Parts and will not be liable for any delays in obtaining same.
 - 1.9. **"Quotation"** shall mean Sling's written quotation, duly signed or accepted by the Customer, setting out all tasks, part costs, labour charges, and other expenses in respect of or related to the inspection and/or repair and/or service and/or overhaul of the Aircraft.

- 1.10. **“Service Work”** shall include all work carried out by Sling on the Aircraft and shall include the supply of parts, materials, Maintenance, labour and/or tests (including test flights) and shall include Necessary Additional Work.
- 1.11. **“Sling”** shall mean SLING AIRCRAFT (PTY) LTD and its shareholders, directors, employees, contractors and agents, and their successors and assigns. SLING AIRCRAFT (PTY) LTD is incorporated under the laws of South Africa, having its physical address and principal place of business at Hanger 8, Tedderfield Airpark, Nettleton Rd, Eikenhof, Johannesburg South is a South African Civil Aviation Authority registered Aircraft Maintenance Organisation with AMO license number 1264, with the necessary authorisation and capacity to undertake the inspection, maintenance, repair and overhaul of Sling and certain other aircraft, and has the facilities and capabilities to supply the Services and Parts in respect of Sling and certain other aircraft as contemplated in this Agreement,
- 1.12. **“Taxes”** shall mean any and all sales, use, business, gross income, personal property, transfer, fuel, leasing, value added, excise, gross receipts, franchise, stamp, income, levies, imposts, withholdings or other fees, taxes or duties of any nature, together with any penalties, fines, charges or interest thereon.

2. INTERPRETATION

- 2.1. These GENERAL TERMS AND CONDITIONS unless the contrary intention is stated or clearly apparent from the context, shall be interpreted as follows:
 - 2.1.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
 - 2.1.2. an expression which denotes –
 - 2.1.2.1. any gender includes the other genders;
 - 2.1.2.2. a natural person includes a juristic person and vice versa;
 - 2.1.2.3. the singular includes the plural and vice versa;
 - 2.1.3. a reference to a Party includes a reference to that Party's successors in title and assigns allowed at law;
- 2.2. If any definitions in clause 1 above or the interpretation provisions in this clause 2 contain or purport to contain a right, obligation or restriction, then such right, obligation or restriction (as the case may be) shall be binding on the Parties notwithstanding that it is contained in the definitions and interpretation clauses;
- 2.3. The rights of each of the Parties under these GENERAL TERMS AND CONDITIONS are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights under common law;
- 2.4. These GENERAL TERMS AND CONDITIONS shall not be interpreted against the Party responsible for drafting it (i.e., the contra proferentem rule shall not be applied in the interpretation of this Agreement);
- 2.5. Any reference in these GENERAL TERMS AND CONDITIONS to "this Agreement" shall be construed as a reference to these GENERAL TERMS AND CONDITIONS.

3. AUTHORIZED REPRESENTATIVES

The Customer shall be bound by the actions of any person he/it holds out or represents as being authorised to deal with Sling in connection with the Aircraft, including accepting/signing Sling's Quotation(s) from time to time.

4. CUSTOMER FURNISHED DATA / MANUALS

The Customer shall furnish Sling with all documents requested from time to time.

5. STANDARD OF WORK AND SERVICES

- 5.1. Sling shall perform all Service Work in terms of this Agreement in accordance with accepted aviation industry practices and the rules of the South African Aviation Authority, where applicable. Sling shall be entitled to sub-contract certain aspects of the Service Work, provided that Sling shall use all reasonable endeavours to ensure that subcontractors do not unduly delay the Service Work, and supply their goods and services in accordance with the standards, specifications and requirements referred to in this Agreement.
- 5.2. All Service Work shall furthermore be performed in accordance with the relevant Manuals.
- 5.3. Where required or appropriate, Sling will perform a post maintenance test flight or flights.

6. DELIVERY, INSPECTION AND RELEASE

- 6.1. Delivery and return of the Aircraft shall be made at Sling's AMO at Tedderfield Airpark, (the "designated facility"), unless otherwise agreed between the Parties.
- 6.2. Where the Aircraft is required to be ferried to or from the designated facility, the Customer shall be responsible for the ferry flight, or transfer by other means if necessary, of the Aircraft (the "ferry"). Subject to reasonable and timely notice by the Customer, Sling may assist with the ferry of the Aircraft at the Customer's sole risk and cost.
- 6.3. On completion of the Service Work, Sling shall notify the Customer that the Aircraft is ready for collection and the Customer shall collect the Aircraft from the designated facility with 5 days of such notification, failing which Sling shall be entitled to charge the Customer a daily hangarage fee at its usual or customary rates.
- 6.4. With effect from the date upon which Sling completes all its obligations to the Customer and tenders the delivery of the Aircraft to the Customer, the Customer shall bear all risks of loss, theft, damage and destruction of, or to, the Aircraft.

7. SERVICE WORK CARRIED OUT IN THE ABSENCE OF A QUOTATION

- 7.1. Sling shall use its reasonable endeavours to ensure all Service Work is carried out pursuant to a Quotation. For the avoidance of doubt, in the event the Customer requests Sling to carry out Service Work and such Service Work is carried out in the absence of a written Quotation signed or accepted by the Customer, Sling shall be entitled to charge it usual or customary rates.

8. NECESSARY ADDITIONAL WORK

- 8.1. Sling shall not be obliged to proceed with any Necessary Additional Work before payment arrangements for such work have been made. For the avoidance of doubt, Sling shall be entitled to carry out or perform all necessary additional work and shall be entitled to charge for such work at its usual or customary rate notwithstanding the absence of agreement in respect of the scope, nature or cost of such work.
- 8.2. Prior to performing any Necessary Additional Work, Sling shall use its reasonable endeavours to secure the Customer's consent for such work to be performed.

9. PRICE

- 9.1. In the event Sling carries out or performs the Service Work set out in a Quotation signed or accepted by the Customer, the Customer shall pay Sling the sum set out in the Quotation.
- 9.2. In the event that Sling carries out or performs:

9.2.1. Service Work not set out in a Quotation (as contemplated in clause 7 above), and/or

9.2.2. Necessary Additional Work

then Sling shall be entitled to charge its usual or customary rates for such work.

9.3. All charges and prices expressed are exclusive of VAT unless specifically included.

10. TERMS OF PAYMENT

10.1. The Customer shall make full payment of all amounts due to Sling Aircraft prior to taking possession of the Aircraft.

10.2. Sling Aircraft shall be entitled to request and secure payment of a deposit in advance of carrying out any Service Work.

10.3. Payment shall be made in a manner acceptable to Sling Aircraft or into the following bank account:

Sling Aircraft (Pty) Ltd

Bank: First National Bank
Account No: 622 4664 0074
Branch Code: 261 251

10.4. All payments by the Customer under or in connection with this Agreement will be made free and clear of any deduction of any Taxes or other amounts, which are for the sole account of the Customer. The Customer shall not have the right to set off any other amounts or claims against the payments due to Sling in terms of this Agreement.

10.5. Sling shall have the right to charge daily interest at the then prevailing prime interest rate of First National Bank, plus 2 percentage points, on all invoices not settled by the Customer according to the terms of payment as stipulated in these GENERAL TERMS AND CONDITIONS.

10.6. Sling shall be entitled to allocate any payments made by, on behalf of, or at the instance of, the Customer to any debt or cause of any nature whatsoever identified by Sling in its discretion, irrespective of the Customer's designation or allocation thereof, and irrespective of whether such debt or cause arises from this Agreement, any other agreement between Sling and the Customer, or any other source whatsoever.

10.7. Sling shall be entitled to cede any claims against the Customer relating to subcontracted work to the applicable subcontractor, without prior notice to or consent from the Customer.

11. LIEN

11.1. In the event the Customer fails to pay Sling Aircraft all amounts due and owing by it to Sling in respect of any Service Work Sling shall be entitled to retain possession of the Aircraft until such time as:

11.1.1. The Customer has paid all amounts due and owing to Sling; alternatively,

11.1.2. The Customer has made satisfactory arrangements to pay all amounts due and payable to Sling.

12. WARRANTY

12.1. Sling warrants that all labour and/or parts supplied by it shall be in accordance with the relevant, applicable documents and shall be free of any material defect, failure or error.

12.2. The customer shall bear the onus to prove the existence and cause of any alleged material defect, failure or error.

- 12.3. The warranty referred to in this warranty clause shall only apply where the relevant material defect, failure or error arises solely from a negligent act or omission on the part of Sling. Sling's liability under this warranty shall not exceed the express provisions of this clause 12.
- 12.4. Save as provided for herein, all other warranties (implied, tacit or otherwise) of any nature whatsoever are hereby expressly excluded save for any warranty claims honoured by Sling's own suppliers as and when such benefit is actually received by Sling. For the avoidance of doubt, Sling warrants only the parts manufactured by it and then only to the extent set out in this clause 12.
- 12.5. Sling's liability in terms of this warranty shall be expressly limited to corrections, free of charge, of defects in labour and/or parts supplied. Sling's liability to correct such labour and/or part defects shall only arise in the event the labour/part defect(s) become apparent within the warranty period as defined in clause 12.6 below, and subject to payment of all amounts due to Sling.
- 12.6. The warranty period shall start on completion of the Service Work and shall continue for a period of six (6) months, or fifty (50) flight hours, whichever period is shorter ("the warranty period").
- 12.7. In order to preserve the Customer's warranty rights, warranty claims shall be brought to Sling's attention in writing as soon as possible after detection.
- 12.8. Warranty claims shall be excluded when the Aircraft has not been operated, maintained and/or flown in accordance with:
- 12.8.1. The regulations of the appropriate civil aviation authority;
 - 12.8.2. The Aircraft Manuals and manufacturer's restrictions, guidelines and specifications in respect of the Aircraft; and
 - 12.8.3. The relevant operating procedures, flight handbook(s) and latest revisions thereof issued by Sling.
- 12.9. The Customer shall have an obligation to limit and mitigate the extent of any defect and shall not operate the Aircraft further once the defect becomes known, unless it is safe to do so and the defect will not become worse with further operation of the Aircraft.

13. INSURANCE

- 13.1. The Customer shall insure the Aircraft and warrants that it will remain insured at all times while in Sling possession. The Aircraft shall be comprehensively insured under a hull and all risks policy (including flight and ground risks, and public liability), including loss, theft, damage, fire, explosion and destruction.
- 13.2. The Customer shall provide Sling with proof of insurance in terms of this clause upon request.
- 13.3. In the insurance policy or policies concerned, the Customer shall note the interests of Sling Aircraft at Sling's request, and Sling shall be entitled to notify the Customer's insurers of Sling's security interests in the Aircraft arising from the Service Work supplied by Sling in terms of this Agreement. The Customer hereby cedes to Sling the rights to the proceeds of any insurance over the Aircraft as security for the due payment by the Customer of all amounts owed to Sling in terms of this Agreement.

14. WAIVER

- 14.1. The Customer expressly waives all claims, causes of action and other rights it has (or may in the future have) against Sling and/or its directors and/or employees for all and any damages and/or losses (including any and all consequential losses) caused by or attributable to Sling's Service Work or any other conduct arising from or pursuant to this agreement, save for such damages and/or direct losses caused by or attributable to Sling's reckless or willful act(s) or omission(s).

14.2. Sling shall not be liable to the Customer for any losses and / or damages (whether direct, indirect or consequential) caused by or arising from, or attributable to, any delay in performance and / or completion of any obligations under these GENERAL TERMS AND CONDITIONS whether or not such delay is as a result of any cause or matter within Sling's control. For the purposes of this Agreement, a *force majeure* shall be deemed to be an excusable delay.

15. INDEMNITY

15.1. The Customer hereby indemnifies and holds Sling, its directors/employees, subcontractors and their respective directors, officers and employees harmless from and against any and all claims, proceedings, actions, losses, damages, judgments, costs, including penalties of whatsoever nature and howsoever arising, including but without limitation, for or on account of, or arising from, or in any way connected with injury to, or death of, any persons or loss or damage to any property which may be suffered or incurred, whether directly or indirectly, as a result of, or in any way connected with or attributable to the Service Work. The foregoing indemnity shall not extend to direct damage and/or loss that arises out of, or is attributable to Sling's reckless or willful conduct.

16. NOTICE AND REQUESTS

16.1. All notices and correspondence in connection with these GENERAL TERMS AND CONDITIONS shall be sent by e-mail as follows:

16.1.1. Sling Aircraft: Attention: Sling AMO Manager. e-mail: amo@slingaircraft.com

16.1.2. The Customer: his/its address disclosed in the Quotation or any other document or email sent to or received by Sling.

The effective date of any notice or request given in connection with these GENERAL TERMS AND CONDITIONS shall be the date on which it was sent by email.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

17.1. These GENERAL TERMS AND CONDITIONS shall be construed, interpreted and governed in accordance with the laws of South Africa. The Customer hereby irrevocably agrees and submits to the jurisdiction of the South Gauteng Division of the High Court of South Africa in respect of any and all dispute arising from or in connection with this agreement.

18. MISCELLANEOUS

18.1. Save as otherwise expressly provided herein, no addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of these GENERAL TERMS AND CONDITIONS will be of any force or effect unless in writing and signed by the Parties.

18.2. If at any time any of the provisions hereof prove to be or become illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall execute such additional documents as may be required in order to give effect to any provision hereof which is determined to be invalid, illegal or un-enforceable.

- 18.3. No latitude, extension of time or other indulgence which may be given or allowed by a Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 18.4. The Customer shall have no right to assign or transfer its rights or obligations hereunder except with the prior written approval of Sling.