

GENERAL TERMS OF RENTAL FOR TOOLS & GSE

Issued by:
AviaHub S.A.
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1. PREAMBLE & SCOPE

- 1.1. These General Terms of Rental ("GTR") define the standard terms and conditions under which AviaHub S.A. (joined stock company), the owner and operator of the AviaHub.com integrated aviation support services platform (the "Platform"), ("Lessor") rents out tools and Ground Support Equipment ("GSE") (collectively "Tools") to its customers ("Lessee").
- 1.2. These GTR shall apply to all orders, offers, and rental agreements concerning Tools between the Lessor and the Lessee, unless otherwise expressly agreed in a separate written agreement (e.g., a Framework Agreement or a specific Loan Agreement) signed by both parties. In case of conflict, the terms of such separate agreement shall prevail.
- 1.3. The Lessor is the operator of the Tools and has the right to rent them.

2. ORDERING, AVAILABILITY & CONCLUSION OF CONTRACT

- 2.1. All tools presented on the AviaHub.com platform or in any quotation are subject to availability. The Lessor shall make all reasonable efforts to provide the Tools on time but does not guarantee their availability at the requested period. A binding commitment is only made upon the Lessor's written order confirmation or signing of a specific Loan Agreement.
- 2.2. A binding rental contract is concluded when the Lessee accepts the Lessor's offer by replying with their confirmation to the email generated by the AviaHub.com platform and the Lessor subsequently confirms this acceptance in writing via an order confirmation email. The contract is deemed concluded upon the Lessor's sending of the order confirmation email.
- 2.3. By accepting an offer or placing an order pursuant to clause 2.2, the Lessee explicitly and unconditionally agrees to be bound by these General Terms of Rental (GTR) in their entirety.

3. LOAN PERIOD & LOGISTICS

- 3.1. The loan period is counted from the day the Tools are shipped out from the Lessor's premises (the "**Start Time**") and ends on the day the Tools have been returned, have arrived at Lessor's premises (the "**Return Time**") (the "**Loan Period**"). For the avoidance of doubt:
 - a) the day of dispatch of the tools shall be deemed to be the first day of the Loan Period, while the day of arrival back to Lessor's premises shall be the final day of Loan Period
 - b) for shipments requiring customs clearance, the Loan Period ends only upon completion of such clearance at the Redelivery Location. The Loan Period is continuous and includes all days (including weekends and holidays).

- 3.2. Presented tools & GSE availability in a required period is always subject to final check and confirmation by AviaHub representatives. The Lessor shall make all reasonable efforts to provide the Tools on time but does not guarantee that all tools currently stated as available for rent will be available at the requested period in full.
- 3.3. The Lessee is solely responsible for organizing, managing, and paying for all costs associated with the collection of the Tools from the Lessor and their return to the Redelivery Location. This includes, but is not limited to, transportation, packaging, customs clearance, and all customs fees, duties, or any charges (both outgoing and incoming). Should the AviaHub.com be requested to act as the transport provider, it shall be regulated under a separate agreement and invoice. If the Lessor incurs any costs related to delivery or redelivery, the Lessee shall reimburse them immediately upon demand.
- 3.4. Tools shall be returned to the address specified in the order confirmation or Loan Agreement, or as otherwise notified by the Lessor.

4. CHARGES, FEES, AND PAYMENT TERMS

- 4.1. The rental charges are calculated based on the actual Loan Period, as defined in clause 3.1, regardless of any preliminary or estimated dates stated in the order confirmation or quotation. Billing commences from the Start Time and ends upon the Return Time.
- 4.2. The rental charges (daily, weekly, monthly) will be as specified in the Lessor's quotation, order confirmation, or proforma invoice.
- 4.3. The minimum billing period specified in the relevant rental document shall apply. If no minimum period is specified, and the Tools are rented for less than the defined billing period (e.g., one month), a full period's fee will be charged, NOT on a pro-rata basis.
- 4.4. In case the Tools are returned earlier than the contracted period, the originally agreed fee for the minimum or contracted period will apply, and no refund will be issued for the unused portion.
- 4.5. A non-refundable administration fee may be applied per rental transaction, as specified in the relevant rental document.
- 4.6. An AOG (Aircraft on Ground) or urgent handling fee may be charged for services outside standard business hours, as specified in the relevant rental document. If the Tools are not received by the Lessor by the end of the agreed Loan Period, and unless a formal extension has been agreed in writing by the Lessor prior to that date, the Lessor is entitled to charge the Lessee double the standard daily rental rate for each day of delay. The delay period is calculated from the day after the agreed end date until the day the Tools are received by the Lessor.
- 4.7. A final test and inspection charge may be applied to returned Tools. The applicable charge will be as specified in the relevant rental document.

- 4.8. Invoices are payable within the number of days stated in the invoice or relevant rental document. If no payment term is specified, the default term shall be 15 days net from the date of invoice. All payments shall be made in the invoiced currency, in cleared funds, and without any deduction or set-off.
- 4.9. If any payment is not received by its due date, the Lessor shall be entitled to charge interest on the unpaid amount at a rate of statutory interest for late payment in commercial transactions, accruing daily from the due date until the date of full payment.
- 4.10. The final invoice will be issued after the Return Time, based on the actual Loan Period and any additional charges incurred. The invoice is payable per the terms in clause 4.9.
- 4.11. A supplementary handling fee may be charged for Tools that are overweight, oversized, or require special handling. The applicable fee will be as specified in the relevant rental document or quoted on a case-by-case basis.

5. RESPONSIBILITIES AND LIABILITIES OF THE LESSEE

- 5.1. The Lessee will transport, operate, and store the Tools safely, responsibly, and in accordance with all relevant laws, regulations, good industry practice, the Lessor's reasonable instructions, and applicable technical manuals. The Lessee agrees that anyone operating the Tools shall be adequately trained and competent.
- 5.2. The Lessee is not allowed to loan, sub-lease, assign, or otherwise make available the Tools to any third party.
- 5.3. The Lessee will keep and redeliver the Tools in the same good, serviceable condition as received, fair wear and tear excepted. The Lessee shall not repair, alter, or modify the Tools without the Lessor's prior written consent. If any Tools are damaged or require repair, the Lessee shall immediately notify the Lessor.
- 5.4. The Lessee is fully responsible for any loss, theft, or damage to the Tools beyond normal fair wear and tear during the Loan Period.
 - 5.4.1. In the event the Tools are lost, stolen, or damaged, the Lessee shall be liable for the Liquidated Damages for Unavailability under clause 5.4.2 and, where applicable, the Replacement Cost under clause 5.4.3.
 - 5.4.2. Liquidated Damages for Unavailability:
 - 5.4.2.1. The Lessee shall pay a daily compensation fee for the period the Tools are unavailable for rent ("Unavailability Period").
 - 5.4.2.2. The daily fee shall be equal to the standard daily rental rate. The Unavailability Period runs from the date the Tools are lost, stolen, or damaged until the date a replacement tool is delivered and accepted by the Lessor or the Tools are repaired and returned to rentable inventory.
 - 5.4.2.3. This liability is separate from and in addition to any other liability under this Section 5.4.

- 5.4.2.4. The Lessor shall be entitled to issue monthly interim invoices for the accrued Liquidated Damages. These interim invoices are payable within 15 days of their date and shall be deducted from the final settlement once the Unavailability Period ends.
- 5.4.3. Replacement Cost:
 - 5.4.3.1. If the Tools are lost, stolen, or damaged beyond economical repair, the Lessee shall, unless otherwise agreed in writing, procure and deliver to the Lessor a replacement tool.
 - 5.4.3.2. Any replacement tool must be of equivalent type, model, and specification, in serviceable condition, with all certifications, and is subject to the Lessor's prior written approval.
 - 5.4.3.3. If the Parties do not agree on the Lessee procuring the replacement, or if the Lessee fails to do so within a reasonable time, the Lessee shall pay the Lessor the latest market price plus all associated purchasing costs.
- 5.4.4. A Tool is deemed beyond economical repair if the estimated repair costs exceed 75% of its latest market price.
- 5.5. The Lessee is responsible for satisfying itself at Delivery that the Tools are suitable for its purpose. The Lessor provides no warranty for the condition of the Tools, except as required by law.
- 5.6. The Lessee is solely responsible for the selection of the Tools for its intended purpose. The Lessor provides no advice, recommendation, or warranty that the Tools are fit for any particular purpose or use intended by the Lessee. The Lessee acknowledges that it has relied on its own skill and judgment in selecting the Tools.
- 5.7. The Lessee agrees to identify the Tools as the property of the Lessor at all times and shall not remove, deface, or obscure any identifying marks, tags, or plates on the Tools.
- 5.8. The Lessee shall be solely and fully liable for any and all damage caused by the Tools during the Loan Period.

6. RESPONSIBILITIES AND LIABILITY OF THE LESSOR

- 6.1. The Lessor shall provide the Tools in a serviceable condition and in working order at the time of dispatch. The relevant documentation shall be provided in digital form,
- 6.2. The lessor makes no warranties, guarantees, or representations of any kind, either expressed or implied, statutory or otherwise, including any implied warranty of merchantability or fitness for a particular purpose.
- 6.3. The lessor's total aggregate liability under these GTR and any specific rental agreement, whether in contract, tort, or otherwise, shall be limited to the amount of rental charges paid by the Lessee for the specific rental transaction giving rise to the claim.

- 6.4. Nothing in this clause shall exclude or limit the lessor's liability for fraud or personal injury or death caused by its gross negligence.
- 6.5. The Lessor shall not be liable for any delay or failure in performance caused by force majeure events. These include, but are not limited to: acts of God, war, civil unrest, terrorism, strikes, lockouts, embargoes, government regulations, epidemics, fire, flood, or any other cause beyond the Lessor's reasonable control. The Lessee's obligations, including the payment of rental charges, shall continue during any such force majeure event.
- 6.6. The Lessee shall inspect the Tools immediately upon receipt. Any claim for a defect or non-conformance must be notified to the Lessor in writing within 24 hours of receipt of the Tools. The Lessee shall follow the Lessor's instructions regarding the return of the allegedly defective Tools for investigation. If the defect is confirmed by the Lessor, no rental charges for the period will apply.

7. GENERAL PROVISIONS

- 7.1. These GTR and any contractual relationship arising from them shall be governed by and construed in accordance with the laws of Poland, without regard to its conflict of law principles. Any disputes shall be subject to the exclusive jurisdiction of the court competent for the Lessor's registered office in Poland.
- 7.2. If any provision of this GTR is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 7.3. Either party may terminate a specific rental agreement immediately if the other party commits material breach of these GTR or becomes insolvent. Upon termination, the Lessee shall immediately return the Tools, and all outstanding amounts become immediately payable.
- 7.4. Without prejudice to its other rights, the Lessor may, at its sole discretion, immediately suspend performance or terminate any rental agreement if the Lessee fails to pay any amount due under these GTR or any related invoice on the due date for payment.
- 7.5. The Lessee shall not assign, delegate, or transfer any of its rights or obligations under any rental agreement governed by these GTR without the prior written consent of the Lessor.
- 7.6. The Lessee shall comply with all applicable export control laws and regulations, including those of the United States (EAR, ITAR) and the European Union.
- 7.7. The Lessee shall be responsible for all costs and expenses, including but not limited to reasonable legal fees and collection agency fees, incurred by the Lessor in enforcing its rights and remedies under these GTR or any related rental agreement.
- 7.8. The Lessee represents and warrants that it is not, and is not owned or controlled by any person or entity that is, the target of economic or trade sanctions administered by the United Nations, the European Union, any EU Member State,

the United States OFAC, or other relevant sanctions authority ("Sanctions"). The Lessee shall not use the Tools in any manner that would cause the Lessor to violate any Sanctions.

- 7.9. These GTR, together with the specific order confirmation or rental agreement, constitute the entire agreement between the parties concerning the rental of the Tools and supersede all prior agreements, understandings, and representations. No variation to these GTR shall be effective unless it is in writing and signed by an authorized representative of both parties.