1. TAE QUOTATION OFFER PERIOD

Unless previously withdrawn, the offer made by TAE Aviation Pty Ltd ACN 085 860 877 (“TAE”) to the Customer to supply Goods and/or Services contained in the TAE Quotation (“Customer”) a period of 30 days from the date the TAE Quotation is given or such other period as may be specified in the TAE Quotation.

2. BINDING AGREEMENT

The parties agree that there will be a binding agreement between the parties on the terms of these Terms and Conditions where the Customer accepts the offer to supply Goods and/or Services contained in the TAE Quotation either: (i) TAE receives the TAE Quotation with the ‘Acceptance of Quotation’ section duly completed and signed by a duly authorised representative of the Customer; or (ii) TAE receives a purchase order issued by the Customer in connection with the Goods and/or Services, in which case the Customer will be deemed to have accepted these Terms and Conditions and entered into these Terms and Conditions; or (iii) TAE receives in cleared funds any payment or deposit from the Customer in connection with the Goods and/or Services.

The Customer acknowledges and agrees that these Terms and Conditions are the sole basis of the supply of the Goods and/or Services by TAE to the exclusion of any terms and conditions of purchase or supply appearing on any other document of the Customer and any variation of these Terms and Conditions must be in writing signed by both parties. For the avoidance of doubt, the parties agree and acknowledge that (i) any terms and conditions of the Customer do not bind TAE or form part of these Terms and Conditions, irrespective of whether such terms and conditions have been communicated to TAE; (ii) any references in the TAE Quotation or any purchase order issued by the Customer to any terms and conditions of the Customer is not an acceptance of any such terms and conditions by TAE; and (iii) the Customer’s conditions to any correspondence or purchase order issued by the Customer to TAE will not result in an acceptance of those terms and conditions by TAE.

3. TERM

The term of these Terms and Conditions is as specified in the TAE Quotation.

4. PERFORMANCE

TAE agrees to provide parts, goods, equipment and materials specified in the TAE Quotation (“Goods”) to the Customer and/or carry out works and services on the Customer’s supplied equipment specified in the TAE Quotation (“Services”) in accordance with these Terms and Conditions.

5. PRICE AND PAYMENT

Subject to clause 6, where the TAE Quotation specifies that the quotation is “Fixed Price”, the price quoted for Goods and/or Services and contained in the TAE Quotation. If the TAE Quotation specifies that the quotation is not “fixed price”, the terms of clause 6 will apply.

TAE may invoice the Customer for the Goods and/or Services supplied in accordance with these Terms and Conditions in the manner specified in the TAE Quotation or otherwise by way of an invoice issued by TAE. In the event that TAE invoices the Customer’s representative specified in the TAE Quotation. Unless otherwise specified in the TAE Quotation, all prices shall be F.O.B. delivery location specified in the TAE Quotation. Unless otherwise specified in respect of Goods and/or Services shall be separately itemised on TAE’s invoice. The Customer will make payments for the Goods and/or Services at the price specified in the TAE Quotation as varied in accordance with these Terms and Conditions upon delivery unless TAE has granted credit to the Customer and in which case the Customer must make payment in accordance with the Terms and Conditions of Credit.

Unless otherwise specified in the TAE Quotation, all prices shall be F.O.B. delivery location specified in the TAE Quotation, and all Taxes in respect of Goods and/or Services shall be separately itemised on TAE’s invoice. The Customer will make payments for the Goods and/or Services at the price specified in the TAE Quotation as varied in accordance with these Terms and Conditions upon delivery unless TAE has granted credit to the Customer in which case the Customer must make payment in accordance with the Terms and Conditions of Credit.

6. NON-FIXED QUOTATION

Where the TAE Quotation does not specify that the quotation is “Fixed Price”, the prices quoted for Goods and/or Services in the TAE Quotation are non-binding estimates.

The prices contained in the TAE Quotation are based on the anticipated scope of the Services at the date of the TAE Quotation. Prices invoiced for Goods supplied may vary between the date of the TAE Quotation and the time the Goods and/or Services are provided to the Customer. The Customer agrees to pay any increase in prices resulting from: (a) increased procurement costs incurred by TAE (whether resulting from price escalation by its suppliers or exchange rate fluctuations); or (b) a change in the actual scope of the Services performed by TAE. TAE will use reasonable endeavours to advise the Customer as soon as possible of any variation in prices resulting from price escalation by its suppliers or exchange rate fluctuations or any resulting from a change in the actual scope of the Services performed by TAE. Where the prices for the Goods and/or Services have been varied by TAE pursuant to this clause 6, clause 9 or otherwise pursuant to these Terms and Conditions, TAE may adjust the overall price for the Goods and/or Services and the Payment Terms specified in the TAE Quotation and the Customer agrees to such variations.

7. CUSTOMER EQUIPMENT

Any aircraft, part or component thereof furnished by or on behalf of the Customer and purchased or in relation to which Services are or are to be performed by TAE (“Equipment”) shall at all times while in transit or in the care, custody or control of TAE be at the risk of the Customer provided that TAE will be liable for any damage to or loss of such Equipment to the extent that such damage or loss has been caused by act or default of TAE or its servants or agents. If the Customer is not the owner of the Equipment, the Customer warrants to TAE that it has the approval and consent of the owner to authorise the performance of the Services and the supply and installation of the Goods to the Equipment. If the Customer is not the owner of the Equipment, TAE may in its absolute discretion refuse to provide Services and Goods in respect of that Equipment.

8. AIRCRAFT PARTS

All Goods provided by TAE for use on an aircraft shall be accompanied by an appropriate release documentation required by the applicable airworthiness authority. If alternate Goods are supplied to those specified in the TAE Quotation, the documentation provided by TAE shall be endorsed to the effect that such Goods supersede or are completely interchangeable with the Goods ordered.

9. CORE UNITS

Where any price of the Goods is based upon trade-in of core units, such price is contingent upon core units being in normal run-out condition and acceptable to TAE. In the event that any core units traded-in shall pass to TAE forthwith upon replacement with new or overhauled units. Any parts or components replaced by TAE in the course of performing the Services will be returned to the Customer only if specifically requested by the Customer in writing. In the event that no such request is made, title to any such parts or components shall pass to TAE upon fitting replacement parts or components to the Equipment.

10. PACKING

All Goods and/or Services provided or performed under these Terms and Conditions shall be suitably packed and marked to secure the lowest reasonably available transportation costs and in accordance with the requirements of common carriers. The Customer shall pay to TAE any reasonable additional charges and a TAE margin for the packaging, boxing, crating or storage of the Goods and/or Services.

11. PROVISION OF GOODS AND PERFORMANCE OF SERVICES

Where these Terms and Conditions call for Goods to be supplied or Services to be performed by TAE, all work performed and materials used in connection therewith shall be at the risk and expense of the Customer and shall be replaced by TAE only in the event of any damage or destruction thereof prior to delivery to and acceptance by the Customer. If these Terms and Conditions require Services to be performed by TAE on any premises owned or controlled by the Customer (including Commonwealth Government premises), TAE will comply with all health and safety, hygiene, security and other applicable requirements at the premises.

12. DELIVERY

Delivery shall mean (i) the delivery of possession of the Goods, or completion and delivery of the Services being delivered under these Terms and Conditions to the Customer at the delivery location, and at the time and date for delivery specified by the Customer, as set out in the TAE Quotation, and (ii) other than those goods and services delivered in accordance with these Terms and Conditions, the transfer by TAE to the Customer of its right, title and interest in and to the Goods which TAE possesses, free and clear of all liens. If no time and date for delivery is specified in the TAE Quotation, TAE shall deliver the Goods or completed Services within a reasonable period of time. Upon delivery of the Goods to the Customer at the delivery location, title to, and risk of accidental loss or damage to such Goods and exclusive care, custody and control thereof, will pass to the Customer.

13. HANGARAGE OR STORAGE

If the Customer does not collect any of the Equipment and/or Goods within a reasonable time following notification by TAE to the Customer that the Equipment and/or Goods are available for collection, TAE may charge reasonable fees for hangarage or storage of the Equipment and/or Goods from the date of such notification until collection. Such fees shall be immediately payable by the Customer and shall not be subject to any credit terms. TAE reserves the right to terminate any hangarage or storage arrangement on 7 days notice to the Customer.

14. ACCEPTANCE

The Customer will be deemed to have accepted the Goods and/or Services on the date that is the earlier of: (i) the date that the Customer provides a written notice to TAE stating that it accepts the Goods and/or Services; or (ii) 14 days after the date of delivery of the Goods and/or Services to the Customer.

15. COMPLIANCE WITH LAWS AND REGULATIONS

TAE agrees to comply with all Australian Commonwealth, State and local laws, regulations and orders applicable to the supply of the Goods or performance of the Services.

16. TAXES AND GST

Where a supply made by TAE is subject to GST, the Customer will upon receipt of a valid tax invoice pay, in addition to any other consideration payable to TAE, an
amount equal to the GST on that supply. All other Taxes payable in Australia, other than Taxes charged and not net income derived by TAE, shall be the liability of the Customer. Taxes imposed by or on behalf of any government or country outside Australia are the liability of the Customer unless otherwise provided for in these Terms and Conditions. For the avoidance of doubt, TAE is liable for any Taxes on its net income whether derived from Australia or elsewhere and is responsible for any personal Taxes in relation to its employees.

For the purpose of these Terms and Conditions, 'Taxes' means all present and future taxes including without limitation GST, levies, imposts, duties, excise, charges, fees, deductions, or withholding of any nature imposed, levied, collected, withheld or assessed by any taxing authority.

17. INTELLECTUAL PROPERTY

TAE grants to the Customer a world wide, perpetual, non-exclusive, transferable licence with a right to sublicense to use TAE's background intellectual property and TAE's foreground intellectual property rights that TAE specifically develops in delivering the Goods and/or Services on delivery of the Goods and/or Services to the Customer in accordance with these Terms and Conditions.

The Customer must not without prior written consent of TAE register or cause a third party to register a 'security interest' (as defined in the Personal Property Securities Act 2001 (Cth) over any intellectual property rights in the Goods and/or Services licensed to the customer by TAE under these Terms and Conditions.

18. REPORTING & AUDIT

In respect of the supply of aviation authority approved and certified Goods and/or Services for aircraft use, TAE shall retain all records pertaining to such Goods and/or Services as required by law from the date of delivery of the Goods and/or Services and such records shall be retained in accordance with the requirements of the applicable airworthiness authority.

19. AUSTRALIAN CONSUMER LAW

Under the Australian Consumer Law (ACL), consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services.

Nothing under these Terms and Conditions shall be read or applied so as to exclude, restrict or modify in any way the effect of the ACL or any other rights which the Customer may have under these Terms and Conditions, or by operation of law or otherwise.

20. WARRANTIES

TAE warrants that all Goods and/or Services ordered pursuant to these Terms and Conditions, will; (i) be of merchantable quality; (ii) be fit and sufficient for the purpose for which they are ordered; (iii) comply with all Commonwealth, State and local laws, regulations and orders applicable to the supply of the Goods or performance of Services (including the Warranties), in each case, for the Warranty Period of 12 calendar months, or such other period specified in the TAE Quotation ("Warranty Period") from the date on which acceptance occurs in accordance with clause 14 of these Terms and Conditions.

Written notice of any claim (a "Warranty Claim") that Goods and/or Services ordered pursuant to these Terms and Conditions do not comply with the Warranties must be given by the Customer promptly (and in any event within 30 days of the date the Customer first becomes aware or should have become aware that the Goods and/or Services are not in accordance with the WARRANTY Claim) in accordance with clause 40. The Warranty Claim must provide sufficient details to enable the Goods and/or Services to be identified and must describe the nature and extent of the alleged non-compliance. TAE will, within 30 days after receipt of a notice issued by the Customer pursuant to this clause, evaluate the Warranty Claim and provide written notice to the Customer of its evaluation. In the event that the Customer disagrees with TAE’s evaluation of the Warranty Claim, the dispute shall be resolved in accordance with clause 32.

The Warranties are in lieu of and exclude, to the maximum extent possible by law, all other warranties, express or implied, arising by operation of law or otherwise.

The Warranties do not apply to the extent that the non-conformance is due to (i) normal wear and tear, (ii) the Goods and/or Services, having been subject to negligent, accident, contamination, damage, misuse or improper installation, removal, maintenance or operation by the Customer; or (iii) the Customer having altered, modified, repaired or attempted to correct a defect in the Goods and/or Services.

To the extent permitted by law and without limiting the Customer’s rights under the ALC, if TAE (a) breaches a Warranty; or (b) fails to comply with a statutory guarantee, the Customer is entitled to the remedy effective to substantially to subdivide to the extent of the law permits TAE to limit its liability, TAE’s liability for any breach of a Warranty shall be limited, at the election of TAE, to providing the Customer with any one or more of the following: (i) the repair of Goods or (ii) the replacement of Goods or (iii) the repair or correction of (or payment for repair or correction of) the Goods and/or Services; or (iv) the supply of Services, supplying of the Services again or payment of the cost of having the Services supplied again.

21. FORCE MAJEURE

No party will be liable for any failure or delay in complying with any obligation imposed on such party under these Terms and Conditions if and to the extent that:

(i) the failure or delay arises directly or indirectly from any circumstances or occurrence (including, but not limited to) force majeure, destruction to supply lines, war, riot, civil disorder, terrorism, fire, explosion, flood, earthquake, acts of God, epidemics, accident, or intervention of Government or other authority) or epidemics which is beyond the reasonable control of the party affected and which could not have been reasonably foreseen ("Force Majeure Event"); or

(ii) that party gives the other party prompt written notice as soon as possible, but within 5 days after that party becomes aware of the Force Majeure Event, providing details of the nature, extent and duration of the Force Majeure Event and the extent to which the other party informed of any changes in the nature of the Force Majeure Event and of the cessation of the Force Majeure Event; and (iii) that party uses its reasonable endeavours to mitigate the effects of the Force Majeure Event on that party’s obligations under these Terms and Conditions; and (iv) that party has not complied with its obligations under these Terms and Conditions, within the time specified by these Terms and Conditions despite the Force Majeure Event, provided that no party will, by virtue of this clause 21, be required against its will to settle any strike, lockout, work stoppage or other labour hindrance.

The date for delivery of the Goods or performance of the Services shall be automatically extended by a period equal to the number of days reasonably necessary to overcome the Force Majeure Event in TAE’s reasonable opinion. If the Force Majeure Event continues for more than 90 days, either party may terminate these Terms and Conditions and TAE shall be entitled to full payment for all Goods supplied and Services performed in accordance with these Terms and Conditions up to the date of such termination.

22. EXCUSEABLE DELAY

TAE is relieved of its obligations under these Terms and Conditions to the extent of any delay caused by Force Majeure Event or any delays otherwise beyond the reasonable control of the TAE. The time and date for delivery to the Customer of the Goods and/or Services as specified in the TAE Quotation will be extended for the period of the delay.

23. INSURANCE

TAE shall maintain the necessary insurances to allow it to meet its obligations under these Terms and Conditions.

24. LIABILITY

TAE’s liability in relation to the performance or otherwise of its obligations under these Terms and Conditions, including without limitation in respect of negligence and other tort, shall not exceed the price for the relevant Goods and/or Services, and TAE shall not be liable to the Customer, for loss of profits, or liability for any consequential or indirect loss of any nature whatsoever, including without limitation liabilities, losses, damages, damages, penalties, fines, taxes, judgments, legal and other expenses including but not limited to loss of use, revenue or any loss of business, loss of production, contract or goodwill.

25. LIEN

Unless TAE has granted credit to the Customer in accordance with clause 26, the Customer must not remove the Equipment from the premises before full payment for the Goods and/or Services has been paid. Without prejudice to the prior written consent of TAE. TAE shall have a lien over any property of the Customer (including the Equipment and any Goods) that is in the possession of TAE for all amounts due to TAE for Goods and/or Services, provided but not yet paid for under these Terms and Conditions and including where credit terms have been provided. For that purpose, TAE shall have the right to sell any such property by public auction or private treaty and out of monies arising from the sale, TAE may retain the sum so payable and all charges and expenses relating to the detention and sale. This clause is not intended to limit any rights TAE may have under these Terms and Conditions or the general law.

26. CREDIT ACCOUNT

Unless credit terms are expressly granted by TAE in the Quotation or previously granted, payment shall be made by the Customer cash on delivery of the Goods and/or Services in accordance with clause 5.

If specified in the Quotation, credit will be granted to the Customer, through application, for the first time from the date of invoice and the dollar amount of Goods and/or Services provided to the Customer by TAE (credit limit). Upon reaching the credit limit which is specified in the Quotation or previously granted, the amount of credit outstanding shall become immediately payable by the Customer to TAE. Upon reaching the credit limit, TAE may elect not to provide further Goods and/or Services to the Customer until payment of the amount of credit outstanding is made in full or may provide further Goods and/or Services on a cash on delivery basis in accordance with clause 5.

27. SUSPENSION AND TERMINATION OF CREDIT ACCOUNT

TAE may, in addition to any other remedies available to it, suspend or terminate the credit granted to the Customer to the Customer at any time without notice. TAE may, in its sole discretion, review and alter the amount of credit provided by TAE to the Customer at any time with immediate effect.

Without limiting the generality of the foregoing TAE may suspend or terminate the provision of credit by TAE to the Customer where:

(a) the Customer fails to make payment on time, has provided incorrect or misleading information to TAE or otherwise breaches these Terms and Conditions;

(b) the Customer becomes the subject of bankruptcy proceedings, is placed in receivership or judicial administration, goes into liquidation or becomes subject to a similar legal process, ceases to carry on its business or takes any
action for the purposes of preparing for or giving effect to any of the foregoing events;

(c) there is a change in the persons, body corporates and other entities (or any of them) with which TAE would (directly or indirectly) ultimately Control (as that term is defined in the Corporations Act 2001 (Cth)) the Customer; or

(d) there is in TAE’s sole discretion any change, event, effect, occurrence or state of facts that is, or would reasonably be expected to be, material and adverse to the assets, liabilities, business, operations, financial condition or prospects of the Customer.

28. PERSONAL PROPERTY SECURITIES ACT

The Customer acknowledges that any agreement entered into between TAE and the Customer in connection with Goods supplied (including, without limitation, pursuant to any leasing arrangements) and/or Services rendered in connection with these Terms and Conditions may constitute a security agreement for the purposes of section 20 of the Personal Property Securities Act 2009 (Cth) (PPSAct) and that a security interest and/or purchase money security interest may exist in certain Goods (and their proceeds) previously supplied by TAE to the Customer (if any) and in certain future Goods (and their proceeds) supplied by TAE to the Customer.

The Customer must execute documents and do such further acts as may be required by TAE to register any security interest and/or purchase money security interest granted to TAE under these Terms and Conditions under the PPSA.

Until ownership of goods passes, the Customer waives its following rights under Chapter 4 of the PPSA:

(a) receive notices under sections 95, 118, 120, 121(4), 123, 125, 129, 130, 135(2) AND 157(1);

(b) receive statements of account under sections 132(2) and 132(4);

(c) object to any proposals under section 137(2);

(d) redeem the goods under section 142;

(e) reinstate the security agreement under section 143.

Without limiting any other rights of TAE, the Customer irrevocably grants to TAE the right to enter upon the Customer’s property or premises, without notice, and without being in any way liable to the Customer or to any third party, if TAE has cause to remedy the breach (where such breach is capable of remedy) within 5 days of receipt of a notice in writing from the Terminating Party to remedy the breach and indicating that failure to remedy the breach may result in termination of these Terms and Conditions. If the Customer does not remedy the breach within 5 days from receipt of the notice, then TAE may enter upon the Customer’s property or premises and remove the Goods and proceed to sell the Goods. TAE is entitled to receive the proceeds of the sale after deducting its reasonable costs and expenses and other amounts owing to TAE.

31. TERMINATION

Either party (the ‘Terminating Party’) may terminate these Terms and Conditions in whole or in part by giving written notice to the other party (the ‘Defaulting Party’) if the Defaulting Party is in breach of these Terms and Conditions (including but not limited to by reason of failure to make payment of any amount due under these Terms and Conditions on the due date) and the Defaulting Party has failed to remedy the breach (where such breach is capable of remedy) within 5 days of receipt of a notice in writing from theTerminating Party to remedy the breach and indicating that failure to remedy the breach may result in termination of these Terms and Conditions. The termination of these Terms and Conditions in accordance with this clause 31 will not, of itself, relieve any party of its obligation to pay any amount which is properly due and payable under these Terms and Conditions at the date of termination, or affect the existence, exercise or performance by either party of their respective rights, powers and obligations under these Terms and Conditions which have accrued prior to the date of termination.

32. DISPUTE RESOLUTION, JURISDICTION AND GOVERNING LAW

Either party may require any dispute between the parties arising out of or connected to these Terms and Conditions (Dispute), which has not been resolved within 14 days, to be referred to the first instance to the senior management of the respective parties. If within 28 days of such referral, a resolution of the Dispute has not been achieved then the parties may refer the Dispute to mediation and shall be entitled to jointly appoint a mediator, or if the parties cannot agree to a mediator within 14 days of a party referring the Dispute to formal mediation, a mediator is to be appointed by the President of the Institute of Arbitrators and Mediators Australia. The mediator shall conduct the mediation in accordance with the model mediation guidelines of the Australian Institute of Arbitrators and Mediators Australia. The mediator is to be selected from a list of approved mediators and if within 28 days of the parties’ first meeting for mediation, the parties are unable to resolve the Dispute through mediation then either party may commence court proceedings. Notwithstanding the existence of a Dispute, or the undertaking of the dispute resolution steps set out in this clause, each party must continue to perform its obligations under these Terms and Conditions.

The provisions of this clause 32 shall not limit or affect the rights of either party to apply to the court at any time for any interim or preliminary relief in respect of the Dispute.

33. GOVERNING LAW

These Terms and Conditions are governed by the law in force in Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms and Conditions. Each party waives any objection to the venue of any legal process in those courts on the basis that the process has been brought in an inconvenient forum.

34. ENTIRE AGREEMENT

These Terms and Conditions (as may be amended from time to time in writing) constitute the entire agreement between the parties in relation to the Goods and/or Services. These Terms and Conditions supersede all other terms and conditions between the Customer and TAE otherwise than in accordance with these Terms and Conditions.

35. RELATIONSHIP

These Terms and Conditions do not create a relationship of principal and agent, joint venture, partnership or fiduciary relationship between TAE and the Customer.

36. NO ASSIGNMENT

The Customer must not assign, transfer or novate these Terms and Conditions or any rights or obligations under these Terms and Conditions, without the prior written consent of TAE.

37. SUB-CONTRACTING

The Customer authorises TAE to sub-contract any Services or to sub-contract the testing, taxiing, flying of the Equipment or the transportation or flying of the Equipment to another hangar or facility as TAE may require from time to time. TAE is entitled to receive the proceeds of the sale after deducting its reasonable costs and expenses and other amounts owing to TAE.

38. CONFIDENTIALITY

The Customer and its staff must not, without TAE’s prior written consent, disclose to any other person (other than a person authorised in writing by TAE) any commercially sensitive information whatever acquired by the Customer in connection with these Terms and Conditions.

39. WAIVER

Neither party may rely on the words or conduct of the other party as a waiver of any right unless that waiver is in writing and signed by the party granting the waiver.

40. NOTICES

All notices given in connection with these Terms and Conditions shall be in English and in writing and may be given by personal delivery, certified mail, e-mail, facsimile or any other customary manners of communication to the party’s address specified in the TAE Quotation. Notices given pursuant to these Terms and Conditions shall be effective (i) (in the case of delivery by hand) on delivery; (ii) (in the case of delivery by mail) on posting.
the case of prepaid post) on the second business day after the date of posting; (iii) (in the case of e-mail) when the e-mail and any attachment comes to the attention of the addressee; and (iv) (in the case of facsimile) on receipt of a transmission report confirming successful transmission.

41. SEVERABILITY

To the extent that any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. In the event this is not possible, the clause (or where possible, the offending part) is to be severed from these Terms and Conditions without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses as the case may be) which will continue in full force and effect.

42. INTERPRETATION

The parties agree that (i) 'Terms and Conditions' means the TAE Quotation and this document, as varied by the parties in writing from time to time; (ii) 'Agreement' means the agreement between the parties set out in the TAE Quotation and these Terms and Conditions; (iii) in the event of any inconsistency between the TAE Quotation and this document, the TAE Quotation prevails to the extent of any inconsistency; (iv) 'Goods' has the meaning given in clause 4; and (v) 'Equipment' has the meaning given in clause 7.

Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010 (Cth) and which by law cannot be excluded, restricted or modified.

43. WARRANTY SCHEDULE:

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<th>SERVICES</th>
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<td>Avionics Components – Repair</td>
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<td>Electrical Components – Repair or Overhaul</td>
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<td>Turbine Engine Ancillaries – Repair</td>
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<td>Turbine Engines/APUs – Repair</td>
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Warranty Notes:
1. The Warranties in relation to the repair and overhaul of Equipment are limited to those Goods supplied and Services performed by TAE only.
2. Any engine warranty will be voided on engine hot section components if fuel nozzles that have not been cleaned and tested by TAE are fitted to the engine during the specified warranty period.