



Invoice # : 0015550857

Reprint

Order type: EXPRESS

Date: JAN.09.2023

Page: 1/2

Bill to 544044
LIMITED LIABILITY COMPANY
BIG MOUNTAIN GROUP
OLEG PIVORAVOV
- IGEMBERDIEVA STREET 1, OFFICE 2/3
BISHKEK - 00
720005 - Kyrgyzstan

Ship-to 544044
LIMITED LIABILITY COMPANY
BIG MOUNTAIN GROUP
- IGEMBERDIEVA STREET 1, OFFICE 2/3
BISHKEK - 00
720005 - Kyrgyzstan

Shipping Instructions: DHL#952857079#1 business day

Shipp. Point :

Payment terms : Net 30 days

Delivery Terms: EXW Mitry Mory

Currency: USD

Part Number Description / Comments	Country of Origin	Stock Type	Unit	Qty Shipped	Unit Price Pricing Unit	Extended Price
Packing list: 802947369 Customer P.O.: PO 5 M81714/11-12D MOVABLE SINGLE WIRE SPLICE HS Code: 85369090 Manufacturer: BLUE SKY INDUSTRIES INC 595 MONTEREY PASS RD 0000070719 MONTEREY PARK/CA91754-2416 Ctry Source: FR / Ctry Acquisi: FR 0001/0001 0030 X 0020 X 0010 CM = CARTON BOX = Gross weight: 0,500 KG (6000 CM³) EXONERATION DE TVA - 44 DIR 2006 / 112 / CE	US	N	EA	5	174,74 EA	873,70

Net weight: 0,150 KG Gross weight: 0,500 KG

EMBRAER AVIATION INTERNATIONAL EAI SAS

Adresse postale : Aeroport du Bourget - Zone aviation affaires

BP74 - 93352 LE BOURGET Cedex

Adresse légale : Aeroport du Bourget

BAT 379 - 95500 Bonneuil en France (95088)

Tel : (33.1) 74.25.61.00

Fax : (33.1) 74.25.63.28

Société par Actions Simplifiée au capital de 240 530 807 Euros

SIRET 432 159 150 000 64. APE 4652Z

R.C.S. BOBIGNY B 432 159 150 (2000B02607)TVA/VAT FR03-432159150

Sub Total

873,70

Grand Total
Currency: USD

873,70

STOCK TYPE: N - NEW R - REPAIRED O - OVERHAULD U - USED

Order Entry: NABIL



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STANDARD TERMS AND CONDITIONS OF SALE - Embraer Aviation International EAI SAS ("Embraer")

1. Scope: These Terms and Conditions contained herein ("Terms") shall apply to all sales of spare parts ("Parts"), ground support equipment ("GSE") and software ("Software") applicable to an EMBRAER aircraft (together defined as "Materials") except to the extent that these Terms conflict with a sales agreement signed by Embraer and Buyer in which case the terms of the sales agreement shall prevail. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. The acceptance of Buyer's order is conditioned upon Buyer's acceptance of the Terms herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of Materials ordered hereunder. Embraer's failure to object to provisions contained in any communication from Buyer (including the purchase order which gave rise to the issuance of the invoice to which these Terms are a part of) shall not be deemed a waiver of the provisions herein. These Terms, together with all written instructions issued hereunder, constitute the complete and final agreement between Embraer and Buyer, and no agreement or other understanding in any way purporting to modify the Terms shall be binding upon Embraer unless agreed to by Embraer in writing.

2. Acceptance: These Terms become binding when accepted by Buyer, such acceptance to be evidenced by Buyer's acknowledgment either express or implied through its conduct or by Embraer's commencement of performance hereunder. Shipment of any Materials provided for herein shall constitute acceptance of these Terms herein, and any such acceptance is expressly limited to the Terms herein.

3. Payment: Buyer agrees to pay Embraer the amounts specified on the front of the Invoice based on the payment date specified on the front of the Invoice ("the Payment Date") and in accordance with the Terms set forth herein. In the event the amounts specified on the invoice are not paid on the Payment Date, such unpaid amounts shall bear interest payable in arrears at a rate of 3 (three) times the French legal interest rate or the higher rate allowed by applicable law, per month or pro rated, from the Payment Date until full payment is made. Interests are due as of the expiry of the Payment Date. For the purposes of this Section, the presentation of a bill of exchange, check, or any other title creating an obligation to pay will not constitute a payment. The prices specified in the Invoice shall be paid by Buyer in the currency indicated on the Invoice, to the bank account specified on the Invoice. The amount due will only be considered as paid upon the actual receipt of the amount by Embraer.

4. Delivery and Risk of Loss and Transfer of Title: Unless otherwise agreed in writing on the front page of the Invoice, Embraer sales are "Ex Works" (Incoterms 2000) at Embraer's facility. Buyer must indicate all delivery instructions on its purchase order, including the place of destination of the Materials. In the absence of such instructions, Embraer shall contract carriage as it deems most appropriate, at Buyer's expense, to ship Materials to Buyer's main place of business or to the place Embraer deems most appropriate for Buyer to receive the Materials, including a warehouse. In such case Embraer shall inform Buyer of the name of the carrier and the destination of the shipment. Embraer shall not be liable to Buyer for delay, loss or damage arising out of either selection of the carrier or warehouse, or the contract terms with the carrier or warehouse entered into on Buyer's behalf, unless otherwise agreed in writing. Delivery time is not of the essence. Embraer does not accept liability for any loss arising from delay in delivery of Materials. Embraer shall make reasonable efforts to deliver Materials in the quantity and at the time specified by the Buyer in its purchase order. Embraer may, from time to time, make changes in the scheduled deliveries or may direct the temporary suspension thereof. These changes shall not constitute material changes to any sale. Embraer shall not be liable in any way whatsoever in connection with the shipment performed according to the provisions of this Section.

5. Risks of loss shall pass to Buyer as soon as the Materials have been placed with a transport agent at Embraer's facility. Buyer undertakes to take all the necessary precautions for the care and conservation of the Materials and to take out all necessary insurance policies to cover damage and accidents that may be caused to or by the Materials. Notwithstanding that risk in the Materials shall pass to Buyer in accordance with this Section, title of the delivered Materials shall remain with Embraer until payment in full has been received by Embraer from Buyer.

6. Non-conforming Delivery: Buyer shall notify Embraer of any visible defects, quantity shortages or incorrect Materials shipments within 05 (five) working days of receipt of the shipment. Failure to notify Embraer in writing of any visible defects in the Materials or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return Materials on the basis of visible defects, shortages or incorrect shipments and shall be deemed an acceptance of such Materials by the Buyer.

7. Limited Warranty: Embraer does not warrant used Parts, GSE and Software. Except as specified below, new Parts sold hereunder shall be free from defects in materials and workmanship and shall conform to Embraer's applicable specifications or other specifications accepted in writing by Embraer for the period of: (i) 12 (twelve) months from the date of the Invoice issuance for new Parts manufactured by Embraer or its subcontractors, bearing an Embraer part number; and (ii) 6 (six) months from the date of the Invoice issuance for new Parts manufactured by Embraer's suppliers (Vendors). The foregoing limited warranty does not apply to new Parts which have been subject to misuse, abuse, neglect, accident or modification or which has been repaired or altered by Buyer or any third party. Embraer shall make the final determination as to whether the new Parts are defective. The warranty period does not apply to those parts which service life or maintenance cycle is lower than the warranty period and to materials or parts subject to deterioration. Embraer's sole obligation for new Parts failing to comply with this warranty shall be, at its option, to either repair or replace the nonconforming new Part where, (i) such nonconformity becomes apparent to Buyer and is notified to Embraer during the warranty period; and (ii) Embraer receives written notice of any nonconformity within thirty (30) days following such discovery by Buyer; and (iii) after Embraer's written authorization, Buyer returns the nonconforming new Part to Embraer's facility within 30 days of the issuance of such authorization; and (iv) Embraer has determined that the new Part is nonconforming and that such nonconformity is not the result of improper installation, repair, misuse or otherwise the result of conduct excluded from the limited warranty by the Terms hereof. Transportation charges relating to the return of that new Part and its reshipment to Buyer are for Buyer's account, and the risk of loss thereof shall be held by Buyer, unless otherwise previously agreed upon in writing by the parties.

8. THE CLIENT PERMITTED IN SUBSTITUTION FOR AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, CONDITIONS, OBLIGATIONS, REPRESENTATIONS AND LIABILITIES OF EMBRAER AND ANY ASSIGNEE OF EMBRAER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST EMBRAER OR ANY ASSIGNEE OF EMBRAER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT OR FAILURE OR ANY OTHER REASON IN ANY NEW PART, PARTS AND MATERIALS SOLD HEREBY INCLUDING DATA DOCUMENT, INFORMATION OR SERVICE, INCLUDING BUT NOT LIMITED TO:

(i) ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

(ii) ANY OBLIGATION OR LIABILITY RIGHT CLAIM OR REMEDY IN TORT, WHETHER ARISING FROM THE NEGLIGENCE OR OTHER RELATED CAUSES OF EMBRAER OR ANY ASSIGNEE OF EMBRAER, WHETHER ACTIVE, PASSIVE OR IMPLIED; AND

(iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY MATERIALS OR AIRCRAFT, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO ANY PARTS AND MATERIALS OF AIRCRAFT.

9. Aggregated Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DOCUMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF EMBRAER FOR ANY AND ALL CAUSES OF ACTION, IRRESPECTIVE OF THE FORM OF THE CLAIM OR ACTION, ARISING OUT OF OR RELATING TO THIS INVOICE SHALL BE LIMITED TO THE CONTRACTUAL VALUE OF THE MATERIALS THAT ARE SUBJECT TO THIS INVOICE. UNDER NO CIRCUMSTANCES SHALL EMBRAER BE LIABLE TO THE BUYER OR ANY THIRD PARTY FOR PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, EVEN IF EMBRAER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR WARRANTIES, MISFEASANCE, OR FOR ANY OTHER CAUSE OF ACTION. THE BUYER KNOWS, UNDERSTANDS AND AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO ACTION, REGARDLESS OF FORM ARISING UNDER THIS DOCUMENT MAY BE BROUGHT BY THE BUYER MORE THAN ONE YEAR AFTER THE OCCURRENCE OF THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION.

10. Buyer's Purchase Order Cancellation: Buyer may only cancel any of its order for convenience up to the date of the delivery of the Materials on the following terms: (i) For standard Materials, a 10% cancellation charge based on the invoice price, will be charged to cover labor and material costs, including overhead, if ship time or material charges have been incurred by Embraer; and (ii) For nonstandard Materials or Materials manufactured specially to comply with Buyer's specific purchase order, cancellation will not be accepted and Buyer shall pay full price for the Materials. Embraer may cancel any unfulfilled sale immediately upon notice to Buyer in the event that Buyer becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any insolvency or bankruptcy laws or (in Embraer's reasonable opinion) becomes unable to meet its financial obligations in the normal course of business.

11. Intellectual Property: The sale of any Materials does not convey any license by implication, estoppel or otherwise covering combinations of the parts with other equipment data or programs. Buyer shall promptly notify Embraer of any claims of infringement of third party intellectual property rights or any infringement by a third party of Embraer's intellectual property rights. Failure to notify Embraer shall relieve Embraer of any liability that it may have to Buyer to the extent that the defense of any such claim is prejudiced thereby. Buyer shall assist Embraer in any claim brought by or defended by Embraer in respect of the infringement of intellectual property. Buyer shall promptly furnish to Embraer all information, documents, records under Buyer's possession, custody or control that Embraer considers potentially relevant or material to the claim.

12. Confidential Information: Except as required by law, neither party shall use except for purposes connected with the performance of its obligations hereunder, divulge or communicate to any third party any information regarding any sales of Materials (including price and payment conditions informed on a quotation or invoice) or any other information the parties reasonably know to be confidential.

13. Export Regulations: Buyer agrees to comply fully with export control laws and regulations of the United States and any other country concerning the purchase and sale of Materials, spare parts, software and products. In particular, Buyer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of Materials, spare parts, software and products. The Materials are licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion is prohibited. Buyer represents and warrants that the Materials, any of its components, technology and software will not be transferred to or used in a "military end-use", which is defined as incorporation into a military item described on the U.S. Munitions List (U.S. International Traffic In Arms Regulations, 22 C.F.R. part 121) or the International Munitions List (as set out in the Wassenaar Arrangement); incorporation into, or for the use, development, or production of, any item designated as a military item by a competent U.S. or non-U.S. government agency; or the deployment of an Embraer aircraft by placing it in battle formation or appropriate strategic positions. Export of (i) IESL (Integrated Electronic Standoff Instrument System) manufactured by Thales Avionics with an embedded QRS-11 gyroscopic microchip used for emergency backup and flight safety information and (ii) IRU (Inertial Reference Unit) manufactured by Honeywell International are subject to export control under United States laws. Transfer or re-export of such items, as well as their related technology and software, may require prior authorization from the U.S. Government.

14. Notices: Any notice hereunder shall be deemed to have been given if sent by prepaid first class mail to the party concerned at its last known address.

15. Relationship and Assignment: Buyer and Embraer are independent contractors of one another. Nothing herein shall be deemed to create any relationship of agency, partnership or joint venture between Buyer and Embraer. Buyer shall not assign, or otherwise transfer, directly or indirectly, its rights and/or its obligations under these Terms, by operation of law or otherwise, without the prior written consent of Embraer (such consent not to be unreasonably withheld or delayed).

16. Severability and Non-Waiver: Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms nor affect the validity or enforceability of that provision in any other jurisdiction. Failure by Embraer to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or thereafter.

17. Applicable Law and Jurisdiction: The Terms contained herein shall be governed by and construed under the laws of the England, UK. All disputes arising out of or in connection with this Agreement shall be exclusively and finally solved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ICC - Paris, France. The language of arbitration shall be English. The arbitration shall be conducted and decided by one arbitrator appointed in accordance with said Rules. Each party hereto hereby expressly waives to the fully extent permitted by applicable law, any right it may have to a jury trial in respect of any litigation directly or indirectly arising out of, under or in connection with the sale under the Terms. The Contracts (Rights and Liabilities) Act 1999 (Act). No party who is not party to these Terms shall have any right under the Act to enforce any term of these Terms. This clause does not affect any right or remedy of any party which exists or is available otherwise than pursuant to the Act.

REMIT PAYMENT TO:
Beneficiary Name: EMBRAER AVIATION INTERNATIONAL EAI SAS
Beneficiary Address: Zone aviation affaires BP74 - 93352 LE BOURGET - France
Beneficiary Bank: CITIBANK
Bank Address: 21 25 RUE BALZAC, PARIS, FRANCE
Agency: 700
Swift Code: CITIFRPP
Account Number: 658588915
IBAN: FR7611689007000065858891545