Fill in this information to identify the case:

Debtor CHC Group Ltd.

United States Bankruptcy Court for the: Northern District of Texas

Case number 16-31854

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Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Aircraft Component Design, Inc.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☒ No
☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Aircraft Component Design, Inc.
Name
376 College Highway
Number Street
Southampton, MA 01073
City State ZIP Code
Contact phone 413-527-8644
Contact email aliciaf@aircraftcomponentdesign.com

Where should payments to the creditor be sent? (if different)

Aircraft Component Design, Inc.
Name
376 College Highway
Number Street
Southampton, MA 01073
City State ZIP Code
Contact phone
Contact email aliciaf@aircraftcomponentdesign.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**

☒ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☒ No
☐ Yes. Who made the earlier filing?



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☐ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: C01038 ____ ____

7. **How much is the claim?** $ $1,383.80 . **Does this amount include interest or other charges?**
   - ☒ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Goods Sold

9. **Is all or part of the claim secured?**
   - ☒ No
   - ☐ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   Basis for perfection: _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

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   JUL 07 2016
   [illegible] INCARSON CONSULTANT

   Value of property: $_____
   Amount of the claim that is secured: $_____
   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
   Amount necessary to cure any default as of the date of the petition: $_____
   Annual Interest Rate (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☒ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☒ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06 / 29 / 2016
MM / DD / YYYY

Signature

RECEIVED
JUL 07 2016
KURTZMAN CARSON CONSULTANTS

Print the name of the person who is completing and signing this claim:

Name	William		Grimm
	First name	Middle name	Last name
Title	President / CEO		
Company	Aircraft Component Design, Inc.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	376 College Highway		
	Number Street		
	Southampton,	MA	01073
	City	State	ZIP Code
Contact phone	413-527-8644	Email	billg@aircraftcomponentdesign.com

"Dedicated to Excellence"

Aircraft Component Design Inc.

376 College Highway
Southampton, MA 01073

INVOICE

Invoice Number: SI02658

Invoice Date	Due Date	Ship Date
3/29/2016	4/28/2016	3/29/2016
Customer ID	**Contact**	**SalesPerson**
C01038	Glenn Rafanan/Kate	Dick Listro
Cust. Phone	**Cust. Fax**	
604-952-7727	604-952-8099	
Glenn.Rafanan@heli-one.ca/Kate.Weng@chc.ca		

Bill To: Heli-One Canada, Inc.
Glenn Rafanan/Kate Weng
4740 Agar Drive
Richmond, V7B1A3
BC Canada

Ship To: Heli-One Canada, Inc.
4300 80TH STREET
DELTA, CANADA V4K-3N3

Terms	Ext Doc No.	Your Reference	Ship Via	Loc Code	Loc Phone	Loc Fax
Net 30 Days	P0546116		FedEx Priority Overnight	STORES		

Item No.	Revision	Description		Unit	Qty	Unit Price	Total Price
90421015ACD	N/C	Packing, Preformed		Each	10	39.60	396.00
		ECCN#: 9A991.d	*ITAR:* No				
90421019ACD	N/C	Packing, Preformed		Each	11	41.80	459.80
		ECCN#: 9A991.d	*ITAR:* No				
90421022ACD	N/C	Packing, Preformed		Each	12	44.00	528.00
		ECCN#: 9A991.d	*ITAR:* No				
		FAA/PMA Shipment Complete					
		8130-3 Enclosed ECCN# 9A991.d					

CERTIFICATE OF CONFORMANCE

It is hereby certified that the above listed items are in conformance with applicable specifications and are of the quality indicated above and are in conformance with all requirements of this Purchase Order. Seller passes to buyer any warranties seller may receive from suppliers. In the event of seller,Äôs breach of warranty, liability shall be limited to replacement of material or refund of purchase price. Seller disclaims any other warranty of merchantability, warranty of fitness for a particular purpose, or a warranty that such merchandise is free from design defects. ALL CLAIMS FOR ERROR, SHORTAGE, OR DAMAGE MUST BE MADE WITHIN FIVE DAYS OF RECEIPT OF GOODS. NO CLAIMS OR RETURNS WILL BE CONSIDERED FOR ITEMS EXPORTED OUT OF THE USA. No materials may be returned without prior "RMA" authorization, and RMA numbers must be displayed on all packages. All return parts are subject to a restocking fee. Manufactures test reports and/or certifications are not required and/or obtainable, and are not a condition of this RFQ, invoice or purchase order.

IMPORTANT NOTE BELOW APPLIES TO ALL ITEMS FOR EXPORT.

IMPORTANT: Buyer is notified that articles for Export are controlled by the Dept. of State (DOS) or Dept. of Commerce (DOC). Buyer is responsible for determining the correct Export Dept. for each article and complying with the appropriate regulations. DOS controlled articles (22 CFR & 120, 730) are subject to the International Traffic and Regulations (ITAR). It is a violation of U.S. Law to Export Defense articles without first obtaining an Export License or other approval from the DOS. Contact us if you have any questions about U.S. Export Regulations.

This sale may include Munitions List Items or Commerce Controlled List Items which are controlled by the U.S. Gov't & in many cases cannot be exported to a foreign country, non U.S. citizen or non-permanent U.S. resident without State/Commerce Dept. export authority. It is the responsibility of the purchaser to determine applicable requirements and obtain necessary licenses. This invoice/Packing Slip is not to be used as an Export Document.

Website: www.aircraftcomponentdesign.com **Phone:** (413)527-8644 **Fax:** (413)527-8622

Amount Subject to Sales Tax	Amount Exempt from Sales Tax		
0.00	1,383.80	Subtotal:	1,383.80
		Invoice Discount:	0.00
		Tax:	0.00
		Total:	**1,383.80**

SHIPMENT

Shipment Number: 103673

Aircraft Component Design Inc.

Aircraft Component Design, Inc.
376 College Highway
Southampton, MA 01073

Shipment Date:	SalesPerson	P.O. Number
3/29/2016	Dick Listro	P0546116
Customer ID	**Contact**	**P.O. Date**
C01038	Glenn Rafanan/Kate	2/23/2016
Cust. Phone	**Cust. Fax**	
604-952-7727	604-952-8099	
Glenn.Rafanan@heli-one.ca/Kate.Weng@chc.ca		

Bill To: Heli-One Canada, Inc.
Glenn Rafanan/Kate Weng
4740 Agar Drive
Richmond, V7B1A3
BC Canada

Ship To: Heli-One Canada, Inc.
4300 80TH STREET
DELTA, CANADA V4K-3N3

Terms	Our Order No.	Export License	Ship via	Loc Code	Loc Phone	Loc Fax
NET 30	SO16-01053		FedEx Priority Overnight	STORES		

Item No.	Description	Shipped	Unit	Ordered	Back Ordered
90421015ACD	Packing, Preformed	10	Each	10	
	ECCN# 9A991.d *ITAR:* No				
	Serial Number(s): N/A				
90421019ACD	**Packing, Preformed**	**11**	Each	11	
	ECCN# 9A991.d *ITAR:* No				
	Serial Number(s): N/A				
90421022ACD	Packing, Preformed	12	Each	12	
	ECCN# 9A991.d *ITAR:* No				
	Serial Number(s): N/A				
	FAA/PMA				
	Shipment Complete				
	8130-3 Enclosed				
	ECCN# 9A991.d				

CERTIFICATE OF CONFORMANCE

It is hereby certified that the above listed items are in conformance with applicable specifications and are of the quality indicated above and are in conformance with all requirements of this Purchase Order. Seller passes to buyer any warranties seller may receive from suppliers. In the event of seller‚Äôs breach of warranty, liability shall be limited to replacement of material or refund of purchase price. Seller disclaims any other warranty of merchantability, warranty of fitness for a particular purpose, or a warranty that such merchandise is free from design defects. ALL CLAIMS FOR ERROR, SHORTAGE, OR DAMAGE MUST BE MADE WITHIN FIVE DAYS OF RECEIPT OF GOODS. NO CLAIMS OR RETURNS WILL BE CONSIDERED FOR ITEMS EXPORTED OUT OF THE USA. No materials may be returned without prior "RMA" authorization, and RMA numbers must be displayed on all packages. All return parts are subject to a restocking fee. Manufactures test reports and/or certifications are not required and/or obtainable, and are not a condition of this RFQ, invoice or purchase order.

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William Grimm
Aircraft Component Design, Inc
376 College Highway

SOUTHAMPTON, MA 01073
UNITED STATES, US

ActWgt: 1.00 LB
CAD: 4317989/INET3730

Dims: 12x9x2 IN

EIN/VAT:

TO Jason Weaving
CHC - Heli-One
4300 80 ST

DELTA, BC V4K3N3

(604) 952-7703

FedEx Express

(CA)

J161016020520uv

AWB

XQ YVRA

PKG TYPE: CUSTOMER

TRK# 7759 8386 1973

Form 0430

INTL PRIORITY

REF:
DESC1:Gasket
DESC2:
DESC3:
DESC4:
EEI: NO EEI 30.36

COUNTRY MFG: US
CARRIAGE VALUE: 25.00 USD
CUSTOMS VALUE: 25.00 USD

SIGN: William Grimm
T/C: R 479151903
D/T: R 479151903

These commodities, technology, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to US law is prohibited.

The Montreal or Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract on the reverse.

FEDEX AWB COPY - PLEASE PLACE IN POUCH

After printing this label:
FEDEX AWB COPY - PLEASE PLACE BEHIND CONSIGNEE COPY
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Purchase Order

Number: P0546116 Date: 23.Feb.2016

ODP0546116

Kindly quote above order no. and reference in all corespondence and when sending parts and invoice

SUPPLIER

AIRCRAFT COMPONENT DESIGN INC
47 GLENDALE ROAD SOUTHHAMPTON
MA 01073 USA
UNITED STATES
PHONE2: 1 413 527 8644
TELEFAX: 14135278622
E-MAIL: karol@aircraftcomponentdesign.co
CONTACT: KAROL A. JOHNSON

ISSUED BY

HELI-ONE CANADA ULC
4740 AGAR DRIVE RICHMOND BC V7B 1A3
CANADA (DIVISION 112)
PHONE: 604 952 7700
TELEFAX: 604 952 8000

Payment Condition: **NET PER 30 DAYS**
Priority: **ROUTINE STOCK REPLENISHMENT**

Responsible: **Rafanan, Glenn**
Telefax:
Email: **Glenn.Rafanan@heli-one.ca**

Order Text

PLEASE CONFIRM PO TO GLENN.RAFANAN@HELI-ONE.CA TEL 604-952-7904
URGENT STOCK REPLENISHMENT - PLEASE SHIP IMMEDIATELY
PLEASE SHIP FEDEX P1 ACCT 479151903
CERTIFICATE REQUIRED
STATEMENT OF CONFORMITY, NEW AIRCRAFT MATERIAL REQUIRES EASA F1, FAA 8130-3, TCCA F1 AS APPLICABLE
UNLESS CLASSIFIED AS NEW STANDARD PARTS, NEW RAW MATERIAL, NEW CONSUMABLE MATERIAL.
NOTE THE FF DETAILS SHOULD BE ENTERED IN THE COMMERCIAL INVOICE
1-COMMODITYHSHTS CODE, 2-COUNTRY OF ORIGIN, 3-VALUE AND CURRENCY CODE
4-EXPORT CONTROLS CLASSIFICATION NUMBER (IF APPLICABLE)

Item	Qty	UM	Partnumber	Description	Condition
1	10	EA	90421015ACD	PACKING	NEW
Specification: FAA PMA APPROVAL					
				Cost Center: 370412	Cost Type: PCF

Quotation No.	Target Date	Curr.	Unit-Price	Amount Gross	Discount	Surcharges	Amount Net.
	09.Mar.2016	USD	39.60 USD	396.00 USD	0.00 %	0.00 USD	396.00 USD

Item	Qty	UM	Partnumber	Description	Condition
2	11	EA	90421019ACD	PACKING, PREFORMED	NEW
Specification: FAA PMA APPROVAL					
				Cost Center: 370412	Cost Type: PCF

Quotation No.	Target Date	Curr.	Unit-Price	Amount Gross	Discount	Surcharges	Amount Net.
	09.Mar.2016	USD	41.80 USD	459.80 USD	0.00 %	0.00 USD	459.80 USD

Item	Qty	UM	Partnumber	Description	Condition
3	12	EA	90421022ACD	PACKING, PREFORMED	NEW
Specification: FAA PMA APPROVAL					
				Cost Center: 370412	Cost Type: PCF

Quotation No.	Target Date	Curr.	Unit-Price	Amount Gross	Discount	Surcharges	Amount Net.
	09.Mar.2016	USD	44.00 USD	528.00 USD	0.00 %	0.00 USD	528.00 USD

TOTAL AMOUNT GROSS	1'383.80 USD
DISCOUNT	0.00 USD
SURCHARGES	0.00 USD
TOTAL AMOUNT NET.	1'383.80 USD

SHIP TO

HELI-ONE CANADA ULC.
4300 80TH STREET
V4K 3N3 - DELTA
CANADA

BILL TO

HELI-ONE CANADA ULC
ACCOUNTING DEPARTMENT
4740 AGAR DRIVE
V7B1A3 - RICHMOND
CANADA

PLEASE ACKNOWLEDGE RECEIPT OF PURCHASE ORDER ON RETURN AWB COPY.

Master

Governing Purchase Orders and Contracts for the Supply of Goods and Services to Heli-One Canada ULC. and/or its corporate parent, subsidiaries or affiliates (collectively "**CHC Helicopter**").

In the context of these terms and conditions, the following words shall have the following meanings:

- "**Agreement**" means any agreement for supply of goods and/or services to which these terms and conditions relate;
- "**CFPOA**" means the *Corruption of Foreign Public Officials Act* of Canada;
- "**Code**" means the Code of Business Conduct, Ethics & Integrity of CHC Helicopter;
- "**FCPA**" means the *Foreign Corrupt Practices Act* of the United States of America;
- "**Goods**" means the goods to be supplied under and in terms of the Supply Contract;
- "**Purchaser**" means any person, persons, firm or company named in the Supply Contract to purchase goods and/or services and shall include CHC Helicopter and its personal representatives, successors or assigns;
- "**Supplier**" means the person, firm, company or entity supplying the Goods/Services under the Supply Contract;
- "**Services**" means the services to be provided under and in terms of the Supply Contract;
- "**Order**" means a purchase order issued by the Purchaser for the supply of Goods/Services to which the Supply Contract relates;
- **"SCAR"** means **S**upplier **C**orrective **A**ction **R**equest issued to a Supplier by Purchaser's Quality Department in the event of excessive quality escapes.

1. Applicable Terms and Conditions

The Agreement, the Order and these terms and conditions (together referred to herein as the "**Supply Contract**") represents the entire agreement between the Purchaser and the Supplier regarding the Goods/Services to be supplied thereunder. The Supply Contract supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. If any provision of the Supply Contract is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of the Supply Contract. The Supply Contract is made only upon and subject to the terms and conditions set out below and in any Order or Agreement relative hereto and shall be accepted by the Supplier. These terms and conditions and any special conditions of purchase prescribed in writing by the Purchaser as being applicable to the Supply Contract shall prevail over any terms and conditions of the Supplier whether contained in a quotation, catalogue, price list, order acknowledgement, invoice, or any other document.

2. Acceptance

In the absence of any agreement to the contrary, the performance of the Supply Contract in whole or in part shall constitute acceptance by the Supplier of all the terms and conditions contained therein. The Purchaser accepts no liability for any Goods/Services delivered or provided otherwise than in accordance with the Supply Contract signed by a Director of the Purchaser or Authorized Signatory (a list of Authorized Signatories is available on request).

3. Delivery and Ownership of the Goods/Services

3.1 Time shall be of the essence. The Purchaser reserves the right to extend the date of delivery. The Supplier must give the Purchaser advance notification of any site visits required to carry out the Services or deliver the Goods (as the case may be). Failure to do so may result in the Supplier not being given access. In such an event any costs incurred are the responsibility of the Supplier. Delivery of Goods/Services shall be deemed to take place at the Purchaser's premises but, as regards Goods, title in the Goods shall not be deemed to pass until the Purchaser has had a reasonable opportunity to inspect the Goods. Title in the Goods shall pass to the Purchaser following upon the Purchaser's inspection and acceptance of the Goods.

3.2 Delivery of Goods by Supplier to Company will be based on FCA Supplier's Facility (Free Carrier Supplier's Facility per Incoterms 2010).

3.3 Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Supplier until, and shall pass to the Company upon delivery to Company Risk of loss and title will transfer on delivery.

3.4 Where carriage of the Goods is the responsibility of or arranged by the Supplier, any loss, damage, or breakage in transit must be made good by the Supplier without any loss to the Purchaser.

3.5 Where transport of the Goods is provided by the Company, the Supplier shall be liable to make good any loss or damage in transit where this is the result of inadequate or faulty packing or packaging by the Supplier.

3.6 For the purchase of Goods subject to various hazardous materials legislation (TDG, WHMIS, HMIS, etc.), an appropriate Material Safety Data Sheet (MSDS) shall accompany each item.

3.7 In the event that the Goods/Services are not delivered per the date specified on the Purchase Order, the Purchaser reserves the right to cancel the Supply Contract or part thereof pursuant to Clause 4 and to obtain purchased Goods/Services in substitution for the Goods/Services (or any part thereof) from a third party and without prejudice to any rights or remedies available to the Purchaser.

3.8 The Purchaser shall be under no obligation to accept delivery of the Goods/Services before the date(s) specified in the Supply Contract.

3.9 The supply of the Goods/Services shall be made to the supply address as shown in the Supply Contract unless the Supplier is subsequently advised in writing by the Purchaser of a change of supply address. In the event that the Supplier delivers the Services to the wrong address, the Purchaser reserves the right (at its discretion) to refuse to accept delivery at that address or to charge the Supplier for the cost of subsequent transfer or utilize Supplier's courier account number to return product.

4. Rejection and Rescission

4.1 If the Goods/Services do not comply with the Supply Contract or any of the terms and conditions of the Supply Contract are breached or not complied with by the Supplier or it is the Purchaser's opinion that the Supplier will be unable to perform its obligations or any of them under the Supply Contract, the Purchaser shall at its discretion be entitled (but not obliged) to treat the Supply Contract as repudiated or reject the Goods/Services and/or rescind the Supply Contract (notwithstanding that property in the Goods may have passed) by giving written notice to the Supplier and the following conditions shall apply:

(i) the Supplier shall repay to the Purchaser any monies paid by the Purchaser in respect of rejected Goods/Services;

(ii) the Supplier shall be fully accountable to the Purchaser for any direct or indirect loss the Purchaser may have suffered arising from or out of such repudiation, rejection and/or rescission including (but not limited to) the reasonable costs incurred by the Purchaser in obtaining replacement Goods/Services from a third party; and

(iii) Any such repudiation, rejection, and/or rescission shall be without prejudice to the accrued rights of either party.

5. Quality and Regulatory Compliance

5.1 The HO-616 Vendor Quality Survey establishes the minimum quality standards required by the Purchaser. The Supplier must remain in compliance with these standards at all times. As required by The Purchaser, the Supplier shall provide proof of regulatory approval (Civil Aviation Authority) and/or their quality system accreditation against one of the following standards: ISO9001:2008 and AS9100, AS9110, AS9120 or NADCAP or equivalent. The Purchaser, relevant authorities and/or The Purchaser's customers shall have the right to audit the supplier's quality assurance system. All parts and goods for installation on aircraft shall be inspected and released by the Supplier subject to all applicable regulations effective to the Supplier and as required by The Purchaser. Release certification shall be duly signed by an inspector approved and qualified within the system described in item 5.1, as applicable to the Supplier. The Supplier shall ensure that the requirements of the Purchaser's Standard 15-G-01 are met before shipment.

5.2 The Goods will comply with the particulars of the Supply Contract and any statement or undertakings made by the Supplier, or his agents, prior to the issuance of the Supply Contract. The Supplier undertakes that all Goods shall be of first class quality, be equal in all respects to the samples, patterns or specifications provided or given by either party, be capable of any standard or performance specified either in writing or on the Supply Contract and the Goods shall be fit for the purpose for which they are intended.

5.3 All items are to be in factory-new condition unless otherwise specified on the face of the Supply Contract.

5.4 No superseded part number for Goods is acceptable without documented evidence for the direct interchangeability. Such documentation will be supplied with the delivery.

5.5 Where the Supply Contract provides for installation, erection or work of any nature to be carried out by the Supplier in connection with the Goods being supplied, the Supplier shall take all precautions necessary to ensure that such work is carried out safely and without risk to persons or property, and shall provide and bear the cost of all insurances necessary to indemnify the Purchaser in respect of any negligence or act or omission of the part of the Supplier, its employees, sub-contractors or agents.

5.6 Unless otherwise noted on the purchase order, the Supplier shall only use the latest revision of applicable technical data.

6. Nonconformity

6.1 In the event that the Purchaser identifies a non-conforming product the Purchaser may issue a SCAR to the Supplier. In this event, the Supplier shall provide immediate remediation and provide response to the SCAR with root cause and corrective action within the timeline specified by The Purchaser. Escalation may result if response(s) is not timely.

6.2 Findings resulting from audits from The Purchaser, their agents or customers will also be subject to issuance of SCARs that require response within agreed timelines.

6.3 Purchaser reserves the right to impose penalty if responses to nonconformity are not within Purchaser's timelines;

6.4 The Supplier is responsible to notify the Purchaser of non-conformities, over and above those already identified by the Purchaser, and request disposition of the parts/material affected from the Purchaser, prior to taking action.

7. Warranty

7.1 *Re Goods* - The Supplier warrants that the Goods will be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Purchaser. The Supplier will pay all charges for shipping and handling for Goods under warranty claim. Where the parties agree to a warranty period in excess of twelve months, this paragraph shall be deemed to be amended to provide for such longer period.

7.2 *Re Services* - The Supplier warrants that the Services will be performed in a professional and good workmanlike manner, on time and exercising the highest standards of care and diligence in so doing.

7.3 *Re Goods/Services and compliance with Statutory and Other Requirements* - Without prejudice to any other rights and remedies of the Purchaser, the Supplier warrants that the design, material, supply, use and quality of any Goods/Services to be supplied by it under the Supply Contract comply in all respects with any statute, statutory rule, order, directive or statutory license, consent or permits which may be in force at any time. Where applicable and unless otherwise agreed in writing by the Purchaser the Supplier warrants that the Goods/Services have any necessary licenses and comply with all relevant government regulations. The Supplier shall indemnify, defend and hold harmless the Purchaser against all claims, proceedings, damages, losses, expenses or liabilities that the Purchaser may suffer or incur by reason of any breach or alleged breach of the warranties contained in this Clause.

7.4 If within twelve (12) months from the date of the Goods/Services having been supplied any defect in Goods or shortcoming in Services shall be discovered or arise the Supplier shall without prejudice to any other rights or remedies of the Purchaser promptly remedy same to the Purchaser's satisfaction or, in respect of Goods, replace same without charge to the Purchaser. If the defect cannot be so remedied or replaced, the Supplier agrees to promptly refund to the Purchaser all compensation paid to it in respect of such Goods/Services.

7.5 The Supplier shall not be entitled to reject any claim made in respect of any defect arising within the guarantee period specified in this Clause 7 on the basis that the Purchaser failed to make the complaint during such period.

7.6 The provisions of this Clause shall apply to replacement Goods/Services effective from the date of supply of such replacement Goods/Services, but shall not prejudice any of the Purchaser's rights resulting from any defects in the Goods/Services.

7.7 Where the parties agree a guarantee period in excess of twelve months, the terms of this Clause 7 shall be deemed to be amended to provide for such longer periods.

8. Indemnity

8.1 The Supplier shall indemnify, defend and hold harmless the Purchaser against the following:

(i) loss, damage or injury (including death) whatsoever, whosesoever and whenever arising, due to the negligent act or omission or willful misconduct of the Supplier or its employees, servants, agents, or sub-contractors or arising from any breach of any terms and conditions of the Supply Contract or any alleged fault or defect (howsoever arising) in the materials, workmanship or quality and in the provision of the Goods/Services supplied by the Supplier or its servants, agents, or sub-contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto; and loss or damage to property of the Purchaser or third parties and all claims in respect of personal injury (including death) howsoever caused by the Supplier or any of the employees, servants, agents or sub-contractors of the Supplier while on the Purchaser's premises in performance of the Supply Contract.

(ii) Supplier agrees to fully cooperate with Purchaser in the investigation and settlement of any indemnity claim under this Clause 8.

9. Infringement of Intellectual Property Rights

9.1 Without prejudice to the other rights and remedies, the Supplier shall fully indemnify, defend and hold harmless the Purchaser against any and all actions, claims, demands, proceedings, damages, costs, charges and expenses (including without limitation legal fees and costs and consequential loss and damage resulting directly or indirectly at any time from the purchase, exploitation, marketing, supply or other use of the Goods) in respect of any alleged or actual infringement of any patent, registered design, copyright or other intellectual property right ("**IP Rights**"). If at any time allegation of infringement of any IP Rights is made in respect of any Goods/Services or in the Purchaser's reasonable opinion is likely to be made, then the Supplier shall at its own cost either:

(i) take all steps necessary to ensure the Goods/Services do not infringe any IP Rights and, generally, to procure for the Purchaser the right to continue to use the Goods/Services without infringing any IP Rights in any or all ways and in and for any or all purposes for which it dealt with or was dealing or intended to deal with the Goods/Services prior to the allegation of its likelihood arising; or

(ii) replace the Goods/Services with goods/services which do not infringe any IP Rights, so long as such replacement goods/services shall be entirely compatible with and of no lesser functionality than the allegedly infringing Goods/Services and shall comply in all material respects with the Purchaser's specifications; and provided that any such procurement or replacement as aforesaid shall not affect any other right or remedy of the Purchaser arising under the Supply Contract in respect of the loss or damage it has suffered; or refund the purchase price to the Purchaser.

10. Termination and Default

10.1 *Termination at Will* - Without prejudice to its other rights and remedies the Purchaser reserves the right to terminate the Supply Contract for any reason and at any time upon giving the Supplier notice thereof in writing. Save in the event of any breach of contract by the Supplier a reasonable price will be paid by the Purchaser for all work in progress at the date of termination which is subsequently accepted by the Purchaser. The Purchaser shall not be liable for any other direct or indirect cost or loss to the Supplier including (but not limited to) indirect loss, consequential loss or loss of business, profits or opportunity.

10.2 *Termination for Breach/Default* - Failure by the Supplier to perform any of the obligations or to meet any of the requirements of the Supply Contract shall entitle the Purchaser, at its option, to either retain or reject the Goods/Services and (if desired) terminate the Supply Contract without prejudice to such other rights as it may have for compensation and damages (whether for breach of contract, breach of duty, or otherwise).

10.3 *Termination on Bankruptcy/Insolvency* - Without prejudice to its other rights the Purchaser will have the right forthwith to terminate the Supply Contract by notice in writing to the Supplier in the event that an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Supplier or if a receiver or trustee in bankruptcy is appointed of the Supplier' s estate or (the Supplier being a company) a voluntary arrangement is proposed or approved or an administration order is made or a receiver or administrative receiver is appointed of any of the Supplier's assets or undertaking or a winding up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or if the Supplier takes or so offers any similar or analogous action on account of debt.

10.4 Expect as expressly stated in the Supply Contract, neither party will be liable to the other for any damages or compensation due to the termination of the Supply Contract.

10.5 In the event of termination, those provisions contained herein intended to survive termination shall remain in full force and effect. Such provisions shall include without limitation: Insurance, Indemnity, Confidentiality, and Infringement of Intellectual Property Rights.

11. Health and Safety at Work

11.1 The Supplier undertakes with the Purchaser as follows:

(i) all personnel working for or on the behalf of the Supplier must strictly adhere to the Purchaser's Permit to Work, Safety and Operational rules at all times;

(ii) that the Supplier has carried out all testing and examination and other work necessary to minimize and so far as is reasonably practical eliminate, any risk to health or safety resulting from use of the Goods/Services for any purpose for which they are designed;

(iii) that where conditions exist under which there will or may be any risk to health or safety, the Supplier shall immediately bring such conditions to the attention of the Purchaser in writing and shall provide free of cost adequate information about such conditions and the safeguards which should be observed to ensure that the Goods/Services can be transported, stored, processed and/or used safely and without risk to health; and

(iv) that where Goods/Services comprise rotating or moving parts or where there is any risk from explosion or flying parts then the Supplier shall provide, fit and bear the cost of suitable guards and/or protective devices to minimize or where reasonably practicable eliminate any risk to health or safety resulting from the use of the Goods/Services for any purpose for which they are designed.

12. Visits to Suppliers Premises

The Purchaser reserves the right to visit the Supplier's premises upon reasonable notice. The duly authorized representative(s) of the Purchaser (and/or Purchaser's customer) shall be given access at reasonable times to the Supplier's premises and shall be permitted to inspect approval documents and certifications related to the approval of goods supplied under the Supply Contract that are not pertaining to Supplier proprietary information.

13. Confidentiality and Intellectual Property Rights

The Supplier will not without the prior written consent of the Purchaser disclose or make use of any information contained in the Supply Contract, drawings or specifications (whether patentable or not) for purposes other than the execution and performance of the Supply Contract. All documents and drawings containing such information and copies thereof shall, on completion of the Supply Contract or its termination for any reason, be returned to the Purchaser. This Supply Contract does not grant to the Supplier any license under any patents or other industrial or intellectual property rights that the Purchaser may own, control or be licensed to use, except (if applicable) the non-exclusive right to manufacture the Goods for the sole use of the Purchaser.

14. Force Majeure

The Purchaser reserves the right to require the Supplier to suspend performance of the Supply Contract in the event of any act or occurrence outside the control of the Purchaser which prevents or hinders the use of the Goods/Services including, but not limited to, strike, riot, lockout, fire, lightning, war, Acts of God, pandemic, natural disaster, accident or stoppage of or material adverse change in the Purchaser's business or work, and payment shall be postponed until such time as the Purchaser's use of the Goods/Services can be resumed.

15. Prices and Payment

15.1 Prices shall remain as stated in the Supply Contract and shall not be subject to any variation without the prior written consent of the Purchaser (which consent may be freely withheld).

15.2 The Supplier shall send to the Purchaser as soon as reasonably practicable after supply of the relevant Goods/Services, a Value Added Tax or Goods and Services Tax invoice or other sales tax or similar invoice as may be required by law.

15.3 Value Added Tax or Goods and Services Tax at the appropriate rate where chargeable shall only be paid by the Purchaser on receipt of a valid Value Added or Goods and Services Tax invoice.

15.4 Payment shall be made with Net 30 Terms, unless otherwise stated.

15.5 The period for payment shall begin to run from the date of acceptance of the Goods/Services by the Purchaser or receipt of the correct and fully detailed invoice whichever is the later.

15.6 The Purchaser reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the Purchaser or any of its affiliates whether under the Supply Contract or otherwise in respect of goods/services supplied by the Purchaser or any of its affiliates to the Supplier or any other sums due to the Purchaser or any of its affiliates from the Supplier..

15.7 The Supplier further undertakes not to sell or otherwise dispose of (or agree to sell or otherwise dispose of) any Purchaser's Tools or Supplier's Tools or create or allow to be created any lien, charge or other encumbrances over all or any part thereof.

15.8 For as long as any of the Purchaser's Tools shall be in the Supplier's possession such Purchaser's Tools shall be clearly marked by the Supplier as the property of the Purchaser and shall be held at the risk of the Supplier. The Supplier shall be fully responsible for all obligations and liabilities in respect of such Purchaser's Tools or of their operation as though the Supplier were the owner thereof.

15.9 The Purchaser shall have the right at any time on giving reasonable notice to enter upon the premises of the Supplier to inspect or make tests upon any Purchaser's Tools or Supplier's Tools and at his discretion to take possession of and remove from the premises of the Supplier any Purchaser's Tools or Supplier's Tools of which it has become the owner by virtue of this Supply Contract.

16. Insurance

16.1 The Supplier shall maintain at all times adequate insurance with a reputable insurer acceptable to the Purchaser for and in respect of its obligations hereunder including but not limited to:

(i) If required, Professional Liability insurance with a limit of no less than $2,000,000 USD per occurrence;
(ii) Commercial or Comprehensive General Liability insurance, including contractual liability, with a combined single limit of no less than $2,000,000 USD per occurrence or Comprehensive Aviation Liability Insurance including contractual liability in an amount not less than $25,000,000 USD per occurrence; and Products Liability.
(iii) Comprehensive Crime Insurance or Commercial blanket bond insurance with a limit of no less than $1,000,000 USD million per occurrence;
(iv) Umbrella liability insurance with a limit of no less than $5,000,000 USD per occurrence;
(v) Worker's compensation coverage in appropriate amounts not less than required by law, or Employer's Liability insurance with a limit of no less than $2,000,000 USD per occurrence;
(vi) Commercial automobile liability insurance not less than $2,000,000 USD combined single limit on vehicles owned, non- owned leased or rented by the Supplier.

16.2 The Supplier shall ensure and provide a Certificate or Certificates of Insurance which evidence the above requirements and which confirm that none of the above insurance policies contain any exclusion relating to aviation, premises at an airport or for the purposes of an airport.

16.3 The Supplier shall, on or before the date of signing of the Supply Contract and thereafter at the Purchaser's request, produce for inspection any such policy or policies or such documentary evidence of the same and/or evidence of payment of premium as the Purchaser may require such as a certificate of insurance. Such insurances shall name the Purchaser as additional insured including a cross liability/severability on interest and shall be endorsed to provide waivers of underwriter's rights of subrogation against the Purchaser including thirty (30) days' notice of cancellation and /or material change in the policy (ies).

17. Documentation

17.1 All deliveries must be accompanied by documentation which clearly quotes the Supply Contract number.

17.2 Foreign Suppliers – packages must be marked for export, one copy invoice or priced packing list plus one packing list and material certification must be packed in the case with the goods: five copies of the invoice or the priced packing list must be affixed to the outside of the case or package in a waterproof envelope.

17.3 All invoices and statements must show the Value Added Tax or Goods and Services Tax amount charged, the Value Added Tax or Goods and Services Tax rate and the Supplier's Value Added Tax or Goods and Services Tax number.

17.4 All invoices must show the following part related information; Harmonized System Classification Code (aka "HS / HTS code"), country of origin, Original Equipment Manufacturer and, where applicable, the Export Control status in the form of an Export Control Classification Number proper to the Export Control Listing published by your government.

17.5 For the purchase of Goods subject to various hazardous materials legislation (TDG, WHMIS, HMIS, etc.), an appropriate Material Safety Data Sheet (MSDS) shall accompany each item. The MSDS shall be included in an accessible location both inside the packaging and on the outside of the shipment;

17.6 All parts/material which have undergone repair, restoration, overhaul, inspection/test or modification must include a teardown report from the Supplier and/or any Sub-contractor(s) detailing these actions upon return to the Purchaser.

18. Restricted Articles

All Goods which come under the classification of restricted articles in accordance with the IATA restricted article regulations must be identified, packaged, labelled, and marked for carriage by air in accordance with the IATA regulations. In addition, the consignment must be accompanied by a shipper's certification for restricted articles.

19. Packaging

Packaging of all Goods (including aircraft parts) must be suitable to give adequate protection from transit damage. The Purchaser will not accept liability for Goods delivered in any faulty or inadequate containers or packing cases.

20. Carriage

Where carriage of the Goods is the responsibility of or arranged by the Supplier, any loss, damage, or breakage in transit must be made good by the Supplier without any loss to the Purchaser. Where transport of the Goods is provided by the Purchaser, the Supplier shall be liable to make good any loss or damage in transit where this is the result of inadequate or faulty packing or packaging by the Supplier. Delivery of Goods by Supplier to Purchaser shall be based on FCA Supplier's Facility (Free Carriage per Incoterms 2010).

21. Relationship of the Parties

The relationship of the Supplier to the Purchaser will be that of an independent contractor, and the Supplier will have no authority to bind the Purchaser, or to assume or create any obligation or responsibility on their behalf, except as expressly provided by the Supply Contract.

22. No Waiver

Failure by the Purchaser to insist on or otherwise seek to enforce the Supplier's compliance with any of its obligations under the Supply Contract shall not be construed as a waiver thereof (in whole or in part) or a relinquishment of the Purchaser's right to insist upon strict compliance with such obligations at any other time.

23. Governing Law & Jurisdiction

23.1 The Supply Contract and all aspects thereof (contractual or non-contractual) shall be governed and construed in accordance with the laws of British Columbia, Canada and the parties hereby submit to the exclusive jurisdiction of the British Columbia, Canada courts.

23.2 The parties will attempt to settle any claim or controversy arising out of this Supply Contract through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail and the parties do not resolve the dispute within thirty (30) days, then the dispute may then be submitted to the courts of British Columbia for resolution. However, nothing in this Clause 23.2 shall prevent either party from raising proceedings in court immediately and at any time where necessary to protect that party's rights.

24. Compliance

24.1 Supplier acknowledges that it is familiar with, is in compliance with, and will continue to comply strictly with the Code and all applicable anti-corruption laws, which may include the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the anti-corruption laws of all countries in which Supplier has or will provide good or services for or on behalf of the Purchaser (collectively, "ABC Laws"). Supplier agrees to comply in all respects with all applicable ABC Laws, and agrees it will not engage in or support any occurrence of bribery or other corrupt practices. Supplier certifies and agrees that neither it nor any agent, affiliate, employee, or other person acting on Supplier's behalf has or will authorize, promise, offer, or give anything of value, nor authorize, promise, offer, or make any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment, directly or indirectly, to any person or entity—including but not limited to any Government Official (defined below)—for the purpose of obtaining or retaining an improper business advantage, or improperly directing business to any person or entity, on Purchaser's behalf. The offer, promise, or provision of anything of value, or any bribe, rebate, payoff, influence, payment, kickback, or other unlawful payment proscribed by this paragraph is a "Prohibited Payment."

24.2 The term "Government Official" includes any official, employee, or representative of any government (or agency, instrumentality, or entity owned or controlled by any government) or public international organization, any political party or employee thereof, or any candidate for political office.

24.3 If Supplier receives a request for a Prohibited Payment in connection with the Goods and/or Services, Supplier shall notify Purchaser immediately. Supplier may not make any payment, however nominal, to a Government Official in order to expedite or secure performance of a routine, non-discretionary governmental action. Such a payment, referred to as a "Facilitating Payment," is prohibited. Supplier understands that these prohibitions apply to the Goods and/or Services provided/undertaken by Supplier on behalf of Purchaser whether the Goods and/or Services are provided/ undertaken by Supplier, or rather indirectly by a third party engaged by Supplier to support the provision of Goods and/or Services. Supplier represents to Purchaser that compliance therewith is an integral part of Supplier's undertaking on behalf of Purchaser when providing/performing the Goods and/or Services.

24.4 Supplier certifies and agrees that it has fully disclosed to Purchaser any existing financial or familial relationships between any of its owners, directors, officers, employees, agents, contractors, sub-contractors, or any other persons working on Supplier's behalf, or the family members of the foregoing (spouse, parent, child, sibling, or sibling's spouse), and any Government Officials.

25. Trade Compliance

25.1 Supplier acknowledges that it is familiar with, is in compliance with, and will continue to comply with all applicable international and domestic laws and regulations relating to trade compliance, including without limitation the U.S. Export Administration Regulations, the U.S. Anti-Boycott regulations, the U.S. International Traffic In Arms Regulations, the U.S. Foreign Trade Regulations, various economic sanctions programs, including those administered by the U.S. Treasury Office of Foreign Assets Control and the U.S. Commerce Department, and antitrust/anti-competition laws that protect consumers from unlawful business practices by ensuring fair competition in an open-market economy (collectively, "Trade Compliance Laws").

25.2 Supplier agrees to comply in all respects with all applicable Trade Compliance Laws and understands that these prohibitions apply to the Goods and/or Services provided/undertaken by Supplier on behalf of Purchaser. Supplier represents to Purchaser that compliance therewith is an integral part of Supplier's undertaking on behalf of Purchaser when performing/providing the Goods and/or Services.

25.3 Supplier will identify at own cost whether any or all of the Goods, including technical documentation and/or services to be provided to the Purchaser under a Purchase Order are subject to any type of export control regulation.

25.4 If Goods and/or Services are identified by the Supplier as being subject to any type of export control regulation, the Supplier will at own cost secure an export permit, license or authorization, from the applicable export control authorities prior to the export of the Goods / supply of the Services to the Purchaser.

25.5 If the Goods and/or Services are identified by the Supplier as being subject to any type of export control regulation then the Purchaser will provide the Supplier with an End Use Statement for the purposes of securing the export permit, license, or authorization.

25.6 Should the export and/or re-export of the Goods and/or Services purchased from the Supplier require an export license or authorization from any government authorities, the coming into force of this Purchase Order shall be conditional upon the effective issuance of such export license or authorization. The Supplier shall forthwith inform the Purchaser of such issuance and shall provide a duplicate of such license or authorization to the Purchaser.

25.7 In the event that the export permit, license or authorization is withdrawn, revoked, not renewed or no longer valid and such circumstances would be attributable to the Supplier; the Purchaser shall be entitled to terminate, in whole or in part, all Purchase Orders, without prejudice to any rights or remedies of the Purchaser hereunder or by law. The Supplier shall indemnify the Purchaser and its Customers against all consequences of any claims of the applicable export control authorities against the Purchaser and its Customers in connection with the use or operation of the Goods and/or Services purchased from the Supplier. The Supplier shall defend and hold harmless the Purchaser and its Customers from all consequences, including without limitation any costs, outlays, losses and damages which they may suffer or incur there.

26. Remedy

Upon its discovery of a breach of any of the obligation set forth above, Supplier shall immediately report such breach to Purchaser. Supplier and Purchaser each acknowledge that Purchaser may suspend or terminate its business relationship with Supplier upon written notice to Supplier (a) if Supplier or its agents and/or representatives fail to comply with any of the obligations set forth above, or (b) if Purchaser has a good faith belief that Supplier and/or its representatives have violated, intend to violate, or have caused a violation of the ABC Laws and/or Trade Compliance Laws.

27. Record Keeping

Supplier recognizes that Purchaser, from time to time, may perform its own internal audits with respect to Purchaser's verification of its own compliance with the ABC Laws and/or Trade Compliance Laws. To this end, Supplier represents that it will maintain complete and accurate records (including amount, purpose and recipient) pertaining to this certification and the Goods and/or Services in accordance with applicable record keeping laws and policies. Supplier shall, at Purchaser's request made upon reasonable notice (such notice to be presumed reasonable if made at least 7 days in advance), provide Purchaser, or its designated representative, with full and unrestricted access to all business records relating to this certification and the Goods and/or Services, including but not limited to inspection of its available shipment and/or brokerage files (such files generally include all records maintained by Supplier that pertain to the Goods and/or Services provided by Supplier to Purchaser on a shipment-level or brokerage-file basis), at Supplier's principal place of business or at such other location mutually agreed upon by the parties, and shall fully cooperate in allowing Purchaser, or its designated representative, to inspect such records as requested.

28. Compliance with Laws and the Code

Supplier will fully observe and comply with all laws, decrees, ordinances, rules, and regulations which are applicable to the performance of its duties and obligations under the Supply Contract. While acting as a representative under the Supply Contract, Supplier, its employees, agents and subcontractors shall be subject to the Code and shall fully observe and be governed by the terms of the Code, as they are developed and adopted from time to time by Purchaser for its employees, contractors and representatives.

Alicia Fleming

From: Alicia Fleming
Sent: Friday, February 26, 2016 8:33 AM
To: 'Glenn Rafanan'
Subject: Heli-One Canada, Inc. Purchase Order # P0546116
Attachments: Acknowledgment SO16-01053; Heli-One Canada, Inc. PO# P0546116.pdf

Good morning Glenn,

I have attached a Sales Order Acknowledgement for PO# P0546116 for your review and records. Please don't hesitate to contact me if there are any questions, comments, or concerns. Thank you very much and have a lovely day.

Alicia Fleming
Office Administrator
Aircraft Component Design, Inc.
376 College Highway
Southampton, MA 01073
Tel: 413-527-8644
Fax: 413-527-8622
aliciaf@aircraftcomponentdesign.com
www.aircraftcomponentdesign.com

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Alicia Fleming

From: Glenn Rafanan <Glenn.Rafanan@heli-one.ca>
Sent: Tuesday, February 23, 2016 6:32 PM
To: Bill Grimm; Alicia Fleming
Subject: new PO P0546116
Attachments: P0546116.pdf

Hi Bill, Alicia,

Please confirm our new PO P0546116. Thanks.

Best Regards,

Glenn Rafanan
Purchaser, Strategic Sourcing

CHC

Direct: + 1 (604) 952.7904
glenn.rafanan@heli-one.ca
www.chc.ca
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Our Purpose: Providing unmatched helicopter services that enable customers to go further, do more and come home safely.

SMS Element of the Month: Management of Change

Failing to plan for change is planning to fail. At CHC we use focused project teams and comprehensive change management procedures to plan for success.

"Dedicated to Excellence"
Aircraft Component Design Inc.

376 College Highway
Southampton, MA 01073

Sales Order Acknowledgement

Sales Order Number **SO16-01053**

Sales Order Date	Due Date	Ship Date
2/23/2016	03/24/16	2/24/2016
Customer ID	**Contact**	**SalesPerson**
C01038	Glenn Rafanan/Kate	Dick Listro
Cust. Phone	**Cust. Fax**	
604-952-7727	604-952-8099	
Glenn.Rafanan@heli-one.ca/Kate.Weng@chc.ca		

Sold To: Heli-One Canada, Inc.
Glenn Rafanan/Kate Weng
4740 Agar Drive
Richmond, V7B1A3
BC Canada

Ship To: Heli-One Canada, Inc.
4300 80TH STREET
DELTA, CANADA V4K-3N3

Terms	Ext Doc No.	Shipping Account	P.O. Date	Ship Via	Loc Code	Loc Phone	Loc Fax
Net 30 Days	P0546116	479151903	2/23/2016	FedEx Priority Overnight	STORES		

Item No.	Description	Unit	Qty	Unit Price	Total Price	Planned Delivery
90421015ACD	Packing, Preformed	Each	10	39.60	396.00	4/9/2016
90421019ACD	Packing, Preformed	Each	11	41.80	459.80	4/9/2016
90421022ACD	Packing, Preformed	Each	12	44.00	528.00	4/9/2016

Amount Subject to Sales Tax	Amount Exempt from Sales Tax		
0	1,383.80	Subtotal:	1,383.80
		Invoice Discount:	0.00
		Tax:	0.00
		Total:	**1,383.80**