



GENERAL TERMS OF SALE, PURCHASE AND SERVICES

Version 1.0

Effective Date: 01 July 2026

Document N°: MRO-GTC-001

Document	General Terms of Sale, Purchase and Services
Document No.	MRO-GTC-001
Version	1.0
Effective Date	01 July 2026
Approved By	CEO

1. SCOPE OF APPLICATION

These General Terms and Conditions ("Terms") govern all quotations, sales, purchases, repair services and other commercial transactions involving MROCARE, Unipessoal Lda. ("MROCARE"), unless otherwise expressly agreed in writing.

These Terms form an integral part of every quotation, Purchase Order, Order Confirmation, Sales Order, invoice and any other commercial document issued by MROCARE.

Any terms and conditions proposed by a Customer, Supplier or other third party that differ from or conflict with these Terms shall not apply unless expressly accepted in writing by MROCARE.

Any Customer, Supplier or other contracting party who accepts a quotation or Purchase Order, places or accepts an order, supplies or receives goods or services, commences performance, or otherwise enters into a commercial transaction with MROCARE acknowledges and agrees to be bound by these Terms.

2. QUOTATIONS, ORDERS AND ACCEPTANCE

Unless otherwise expressly stated in writing, all quotations issued by MROCARE are subject to prior sale, supplier confirmation and availability.

Quotations remain valid for thirty (30) calendar days from the date of issue unless otherwise specified in writing.

All goods and services supplied by MROCARE may be subject to applicable export control regulations.

No quotation shall be binding upon MROCARE, and no order placed by the Customer shall become binding upon MROCARE unless and until accepted in writing through an Order Confirmation, Sales Order or other written acceptance issued by MROCARE.

Any request by the Customer to amend or cancel an accepted order shall require MROCARE's prior written approval and may result in cancellation charges, supplier costs or other reasonable expenses incurred by MROCARE.

3. REPAIRS AND THIRD-PARTY SERVICES

Repair, overhaul, testing, calibration and other third-party services arranged and managed by MROCARE are performed by appropriately qualified repair organisations or service providers.

MROCARE shall coordinate and manage the repair process on behalf of the Customer, including, where applicable, communication with the repair organisation, commercial administration and logistics.

Lead times provided for repair services are estimates only and may vary depending on inspection findings, the scope of work, availability of spare parts, additional work required, regulatory requirements or circumstances beyond MROCARE's reasonable control.

Any additional work identified during inspection shall be subject to the Customer's approval, where applicable, and may result in revised pricing, delivery schedules or repair scope.

Unless otherwise expressly agreed in writing, any warranty applicable to repaired items shall be limited to the warranty provided by the repair organisation performing the work, which MROCARE shall pass through to the Customer to the extent permitted.

4. DELIVERY, TITLE AND RISK

Unless otherwise agreed in writing, deliveries shall be made in accordance with the Incoterms® 2020 rule specified in MROCARE's quotation, Order Confirmation, Sales Order or invoice.

Risk of loss or damage to the goods shall transfer in accordance with the applicable Incoterms® 2020 rule. Title to the goods shall remain with MROCARE until MROCARE has received full payment of all amounts due in respect of the relevant transaction, unless otherwise expressly agreed in writing.

Delivery dates are estimates only and do not constitute a guarantee of delivery on a specific date. MROCARE shall not be liable for any delay resulting from supplier delays, transportation disruptions, customs procedures, governmental actions, export licensing requirements, force majeure events or any other circumstances beyond its reasonable control.

Transit insurance shall be arranged by MROCARE only where expressly requested by the Customer and confirmed in writing. Any related costs shall be borne by the Customer.

Upon shipment, MROCARE will provide the commercial documents applicable to the transaction.

5. INSPECTION, ACCEPTANCE, CLAIMS AND RETURNS

The Customer shall inspect the goods and all accompanying documentation immediately upon receipt. Any visible damage, shortage, discrepancy, missing or incorrect documentation, or other apparent non-conformity shall be notified to MROCARE in writing within five (5) business days following delivery.

Failure to notify MROCARE within this period shall constitute acceptance of the goods and accompanying documentation as delivered, without prejudice to any rights in respect of latent defects that could not reasonably have been identified upon receipt.

No goods may be returned without MROCARE's prior written Return Material Authorisation (RMA) or other written authorisation.

The issuance of an RMA or other return authorisation does not constitute an admission of liability or acceptance of the Customer's claim. All returned goods remain subject to inspection and evaluation by MROCARE and, where applicable, by the original manufacturer, repair organisation or other supplier.

Except in the case of authorised warranty returns or unless otherwise agreed in writing by MROCARE, returned goods shall be shipped unused, in their original condition and packaging, where applicable, suitably protected against damage during transport and accompanied by all original documentation.

MROCARE reserves the right to refuse any return of goods that:

- has not been authorised in advance;
- has been improperly packed or transported;
- has been installed, used, modified or damaged after delivery;
- is incomplete or missing documentation;

- is returned outside the agreed return conditions or applicable warranty procedures.

Any unauthorised or non-compliant return may be rejected and returned to the Customer at the Customer's risk and expense.

6. SUPPLIER OBLIGATIONS

The Supplier shall provide all documentation required by MROCARE or specified in the applicable Purchase Order, quotation or other contractual document to enable the verification, acceptance, traceability and regulatory compliance of the goods or services supplied. Unless otherwise agreed, such documentation may be provided in original form or as electronic copies acceptable to MROCARE. MROCARE reserves the right to request original documentation where reasonably required.

For material purchases, the Supplier shall provide, where applicable:

- Photographs of the items prior to shipment, if requested by MROCARE;
- Certificates of Conformity (CoC), FAA Form 8130-3, EASA Form 1 or other applicable release or airworthiness documentation;
- Traceability documentation, where applicable;
- Packing list;
- Commercial invoice; and
- Shipping documents.

For repair, overhaul, testing, calibration or other services, the Supplier shall provide, where applicable:

- Repair or overhaul reports;
- Test or inspection reports;
- FAA Form 8130-3, EASA Form 1 or other applicable release certificates;
- Serviceable tags or equivalent release documentation;
- Applicable certifications;
- Commercial invoice; and
- Any other documentation or deliverables required under the agreed scope of work.

MROCARE reserves the right to reject any non-compliant goods or services, withhold acceptance, or suspend payment until all required documentation has been received and verified for compliance with the applicable contractual and regulatory requirements.

6.1 Quality Management

The Supplier shall maintain a quality management system appropriate to the nature of the goods or services supplied. Where applicable, the Supplier shall maintain any certifications, approvals or regulatory authorizations required for the performance of its activities and shall notify MROCARE without undue delay of any suspension, withdrawal or material limitation affecting such certifications or approvals.

6.2 Counterfeit Parts Prevention

The Supplier represents and warrants that all goods supplied are genuine and are new, overhauled, repaired, inspected, tested or otherwise in the condition specified in the applicable contractual documents, and are obtained through authorized, traceable and legitimate sources. The Supplier shall not knowingly supply counterfeit, suspected counterfeit, unapproved or fraudulently misrepresented parts, materials or components.

Upon becoming aware of any actual or suspected counterfeit or non-conforming item supplied to MROCARE, the Supplier shall immediately notify MROCARE in writing, cooperate fully in any investigation, and promptly replace or refund the affected goods at the Supplier's cost, without prejudice to any other rights or remedies available to MROCARE.

6.3 Supplier Audit Rights

Where reasonably required to verify compliance with the applicable contractual requirements, regulatory obligations, quality standards or traceability requirements, MROCARE may, upon reasonable prior notice and during normal business hours, request relevant records or conduct, or appoint an independent representative to conduct, a reasonable audit of the Supplier's facilities, processes or quality records relating to the goods or services supplied.

The Supplier shall cooperate in good faith with such audit and provide reasonable access to the relevant documentation and personnel, subject to its legitimate confidentiality obligations and applicable legal restrictions.

Unless the audit identifies a material non-conformity, each Party shall bear its own costs associated with the audit.

7. CUSTOMER RESPONSIBILITIES

The Customer shall cooperate in good faith and promptly provide all information, documentation and approvals reasonably required for the performance of the transaction.

Where technical specifications, drawings, part numbers, technical data or other information are provided by the Customer, MROCARE shall be entitled to rely upon their accuracy and completeness and shall not be responsible for any errors, delays, additional costs or other consequences resulting from incorrect, incomplete or misleading information supplied by the Customer.

8. PRICES AND TAXES

Unless otherwise agreed in writing, all prices are quoted in the currency specified in MROCARE's quotation and are exclusive of VAT, customs duties, import duties, import taxes, withholding taxes, bank charges and any other applicable governmental taxes, fees or charges.

Prices are based on the costs applicable at the date of MROCARE's quotation. Prior to MROCARE's acceptance of the Customer's order, MROCARE reserves the right to adjust its prices to reflect any increase in supplier costs, freight costs, governmental charges or other costs beyond MROCARE's reasonable control. If the Customer does not accept the revised price, MROCARE may withdraw its quotation without liability.

The Customer shall be solely responsible for obtaining any import licences, permits or governmental approvals required in the country of destination, unless otherwise expressly agreed in writing.

Any taxes, duties, fees or governmental charges imposed or increased after the date of MROCARE's quotation and affecting the transaction shall be borne by the Customer.

Where the Customer is required by applicable law to deduct or withhold any tax from any payment due to MROCARE, the Customer shall pay such additional amount as may be necessary to ensure that MROCARE receives the full amount that it would have received had no such deduction or withholding been required by law.

9. PAYMENT TERMS

Payment shall be made strictly in accordance with the commercial terms specified in MROCARE's quotation, Order Confirmation, Sales Order, invoice or any other agreed commercial document.

Depending on the nature of the transaction, MROCARE may require advance payment, milestone payments, partial prepayments, irrevocable letters of credit, bank guarantees or other payment security acceptable to MROCARE.

All payments shall be made in full, without any deduction, set-off, counterclaim or withholding, except where required by applicable law or expressly agreed in writing by MROCARE.

MROCARE may apply any amount received first against accrued interest, recovery costs and then against the principal outstanding.

Failure to make payment by the agreed due date shall constitute a material breach of these Terms and Conditions.

Late payments shall accrue interest at the maximum rate permitted by applicable law, without prejudice to any other rights or remedies available to MROCARE.

The Customer shall reimburse MROCARE for all reasonable costs incurred in recovering overdue amounts, including legal fees, debt collection costs and administrative expenses.

MROCARE reserves the right, without liability, to suspend deliveries, the performance of services or acceptance of further orders until all outstanding amounts have been paid in full and any payment security required by MROCARE has been provided.

10. EXPORT CONTROL, SANCTIONS AND END USE

Items supplied by MROCARE may be subject to the export control laws and regulations of the United States, the European Union and any other applicable jurisdiction.

The Customer shall indemnify and hold harmless MROCARE against any loss, penalty, claim, fine or liability arising from the Customer's breach of applicable export control or sanctions laws.

Without MROCARE's prior written consent, the Customer shall not:

- export, re-export or transfer any item in violation of applicable export control laws;
- sell, transfer or otherwise provide any item to any sanctioned person, entity or country;
- use any item for military, nuclear, chemical, biological, missile or other prohibited purposes where restricted by applicable law;
- alter or falsify any End User Statement or export documentation.

Where required, the Customer shall promptly provide any End User Statement, End User Certificate, import licence or other documentation reasonably requested by MROCARE or by the competent authorities.

Should any governmental authority deny, suspend or revoke an export licence or authorisation required for the transaction, MROCARE shall have no liability for any resulting delay, suspension or cancellation of the order.

11. ANTI-CORRUPTION AND ETHICAL COMPLIANCE

Each Party shall comply with all applicable anti-corruption, anti-bribery, anti-money laundering and anti-fraud laws and regulations, including, where applicable, the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010 and any equivalent laws applicable to the relevant transaction.

Neither Party shall, directly or indirectly, offer, promise, authorise, solicit or accept any bribe, improper payment, gift, benefit or other undue advantage in connection with any transaction governed by these Terms.

Each Party represents and warrants that it has implemented and maintains appropriate compliance policies, procedures and internal controls designed to ensure compliance with such laws and regulations.

Any material breach of this Clause shall entitle the non-breaching Party to suspend performance or terminate the relevant transaction immediately upon written notice, without liability and without prejudice to any other rights or remedies available under these Terms or applicable law.

12. WARRANTIES

Unless otherwise expressly agreed in writing, MROCARE does not manufacture the goods supplied and therefore provides only such warranty as is expressly provided by the original manufacturer, repair organisation or other supplier, to the extent that such warranty is transferable or otherwise capable of being passed on to the Customer.

MROCARE shall not be responsible for any defect or failure resulting from improper installation, misuse, abuse, improper storage, accident, unauthorised modification, inadequate maintenance, normal wear and tear, or use contrary to the instructions or recommendations of the original manufacturer or the repair organisation.

Except as expressly provided in this Clause, MROCARE makes no express or implied warranty, including any warranty of merchantability, fitness for a particular purpose or non-infringement, to the fullest extent permitted by applicable law.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, MROCARE's total aggregate liability arising out of or in connection with any transaction, whether in contract, tort (including negligence), strict liability or otherwise, and regardless of the number of claims, shall not exceed the total amount paid by the Customer for the specific goods or services giving rise to the claim.

In no event shall MROCARE be liable for any indirect, incidental, consequential, special, exemplary or punitive damages, including, without limitation:

- loss of profit;
- loss of revenue;
- loss of business;
- loss of contracts;
- loss of opportunity;
- loss of production;
- aircraft downtime or operational interruption;
- loss of use;
- loss of data;
- reputational damage; or
- any consequential commercial or economic loss,

whether arising in contract, tort (including negligence), strict liability or otherwise, even if MROCARE has been advised of the possibility of such damages.

Nothing in these Terms and Conditions shall exclude or limit any liability which cannot be excluded or limited under applicable law.

14. FORCE MAJEURE

MROCARE shall not be liable for any delay, failure or inability to perform its obligations where such delay, failure or inability results from events beyond its reasonable control, including, without limitation, acts of God, natural disasters, war, terrorism, armed conflict, civil unrest, pandemics, epidemics, governmental actions, export restrictions, trade sanctions, labour disputes, cyber-attacks, interruptions to transportation networks, supply chain disruptions, or failures of utilities, communication systems or critical suppliers.

MROCARE shall notify the Customer as soon as reasonably practicable of the occurrence of the Force Majeure event and shall use commercially reasonable efforts to mitigate its effects.

Where a Force Majeure event continues for more than ninety (90) consecutive days, MROCARE may suspend or terminate the affected quotation, order or transaction without liability, except in respect of obligations accrued prior to the effective date of such suspension or termination.

15. CONFIDENTIALITY

Each Party shall keep confidential all non-public commercial, technical or business information ("Confidential Information") disclosed by the other Party in connection with any quotation, order or transaction.

Neither Party shall disclose any Confidential Information to any third party except:

- with the prior written consent of the disclosing Party;
- where disclosure is required by applicable law, regulation or a competent governmental or judicial authority;

- to its employees, affiliates, subcontractors, service providers, professional advisers, auditors or insurers who have a legitimate need to know such information and are subject to confidentiality obligations no less protective than those set out in these Terms.

The obligations set out in this Clause shall not apply to Confidential Information which:

- is or becomes publicly available other than through a breach of these Terms;
- was lawfully known by the receiving Party prior to disclosure;
- is lawfully obtained from a third party without any obligation of confidentiality; or
- is independently developed without reference to or use of the Confidential Information.

The obligations contained in this Clause shall survive the termination or completion of the relevant transaction for a period of ten (10) years.

16. INTELLECTUAL PROPERTY

All intellectual property rights relating to quotations, drawings, specifications, technical documentation, procedures, software, reports, manuals, digital content and any other materials supplied or made available by MROCARE shall remain the exclusive property of MROCARE or the respective rights holder.

Nothing contained in these Terms and Conditions shall be construed as granting the Customer any licence, ownership right or other intellectual property right except as expressly agreed in writing.

The Customer shall not reproduce, distribute, modify, disclose or otherwise use any documentation or materials provided by MROCARE other than for the purpose for which they were supplied, without MROCARE's prior written consent.

The Customer shall not reverse engineer, decompile or disassemble any software or other proprietary technology supplied by MROCARE, except to the extent expressly permitted by applicable law.

17. DATA PROTECTION

Each Party shall comply with all applicable data protection and privacy laws and regulations, including, where applicable, Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) and any applicable national implementing legislation.

Where the performance of a transaction requires the processing of personal data, each Party shall process such personal data solely for the purposes of performing its contractual obligations and shall implement appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing, accidental loss, destruction or damage.

18. GOVERNING LAW

These Terms and Conditions and all transactions governed by them shall be governed by and construed in accordance with the laws of Portugal, excluding its conflict of law rules. Nothing in these Terms shall exclude the application of any mandatory laws or regulations applicable to the relevant transaction.

19. DISPUTE RESOLUTION

The Parties shall endeavour to resolve amicably any dispute arising out of or in connection with these Terms and Conditions through good faith negotiations.

If no amicable settlement is reached within thirty (30) days after written notice of the dispute, any dispute, controversy or claim arising out of or in connection with these Terms and Conditions or any transaction governed by them shall be submitted to the exclusive jurisdiction of the competent courts of Lisbon, Portugal.

Nothing in this Clause shall prevent MROCARE from bringing proceedings before any other court of competent jurisdiction solely for the purposes of enforcing a judgment, recovering debts, protecting its intellectual property rights or seeking interim or protective measures.

20. MISCELLANEOUS

These Terms and Conditions constitute the entire agreement between the Parties with respect to their subject matter and supersede all prior discussions, negotiations, understandings and agreements relating to their subject matter.

No amendment, modification or waiver of any provision of these Terms and Conditions shall be valid unless made in writing and signed by the authorised representatives of both Parties.

No failure or delay by MROCARE in exercising any right or remedy under these Terms and Conditions shall constitute a waiver of that or any other right or remedy.

If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

Neither Party may assign or transfer its rights or obligations under these Terms and Conditions without the prior written consent of the other Party, except that MROCARE may assign its rights or obligations to an affiliated company or in connection with a merger, acquisition, corporate reorganisation or transfer of all or substantially all of its business.

Nothing contained in these Terms shall be construed as creating any partnership, agency, joint venture or employment relationship between the Parties.

Any notice required or permitted under these Terms and Conditions shall be in writing and may be delivered by email, courier or registered mail to the addresses designated by the Parties.

Electronic signatures and electronically transmitted copies of these Terms and Conditions and any related contractual documents shall have the same legal effect as original handwritten signatures, to the extent permitted by applicable law.

The provisions relating to payment obligations, warranties, limitation of liability, confidentiality, intellectual property, export control, governing law, dispute resolution and any other provision which by its nature is intended to survive shall survive the termination or completion of the relevant transaction.



José Salvada
President