

# Pre-owned Aircraft

## Terms And Conditions

### I. GENERAL

In the Internet site <http://www.airbushelicopters.com/> of Airbus Helicopters (hereinafter "AH"), a "pre-owned aircraft" section (hereinafter referred to as "the Pre-owned Website") allows users to post or find advertisements for pre-owned helicopters for sale. The present Terms & Conditions are to rule the use of the Pre-owned Website by any of its users. The present Terms & Conditions are subject to modifications by Airbus Helicopters at any time.

#### 1. DEFINITIONS

- User: any person or legal entity who uses the Pre-owned Website for the Service it offers.
- Agent: User who acts on behalf of a third party called principal.
- Service: the opportunity provided by AH to the network or actual or potential users of its helicopters, to put them in contact with one another for the sale or purchase of new and/or pre-owned Helicopters via the Pre-owned Website.
- Helicopters: pre-owned civil helicopters of the Airbus Helicopters range of products.
- Information: commercial, financial, technical, personal information or other types of information including but not limited to information related to the Helicopters and their owners, communicated or obtained directly or indirectly in writing, orally or by any other means and whatever the medium, at the time of the access to the Website.
- Content: Information given by Users for posting on the Pre-owned Website.
- Transaction: agreement for the sale of one or more Helicopters, where the Parties are Users.

#### 2. GENERAL PROVISIONS

User warrants and represents to AH that they will not use the Pre-owned Website for any purpose that is unlawful or prohibited by these Terms and Conditions.

Recognizing the global nature of the Internet, User agrees to comply with all local rules regarding online conduct. User also agrees to comply with all applicable laws regarding the transmission of technical data exported from France or the country in which they reside.

User warrants and represents to AH that they will not use the Pre-owned Website for any purpose that is unlawful or prohibited by these Terms and Conditions.

Recognizing the global nature of the Internet, User agrees to comply with all local rules regarding online conduct. User also agrees to comply with all applicable laws regarding the transmission of technical data exported from France or the country in which they reside.

User may not use any device, software, or action, including, but not limited to viruses, Trojan horses, worms, time bombs or cancelbots, which are designed to:

(1) damage or otherwise interfere with the Pre-owned Website or any other AH systems; or

(2) intercept or expropriate any system, data or personal information contained on the Pre-owned Website or in any other AH systems. User acknowledges that AH's express business policy is to comply with all laws.

User warrants and represents to AH that they will not use the Pre-owned Website as a means of violating or facilitating the violation of any laws.

Using the Pre-owned Website implies unconditional acceptance of the present Terms and Conditions.

Should you have any questions or concerns in connection with the Pre-owned Website, you may contact AH:

-in writing to:

Airbus Helicopters  
Pre-Owned Helicopters Department

e-mail: [pre-owned@eurocopter.com](mailto:pre-owned@eurocopter.com)

## II. USERS CONDUCT

User understands that all information, data, text, software, photographs, graphics, videos, messages, or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated.

This means, that Users, and not AH, are entirely responsible for all Content that is uploaded, posted, emailed, transmitted, or otherwise made available via the Pre-owned Website. AH does not guarantee the accuracy, integrity, or quality of such Content.

Under no circumstances will AH be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Pre-owned Website.

User acknowledges that AH has the right, but no obligation, at its sole discretion to refuse or move any Content that is made available via the Pre-owned Website when it has reason to believe that the Content might be in violation of the laws or of these Terms and Conditions.

User agrees that they must evaluate, and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

User acknowledges and agrees that AH may preserve Content and may also disclose Content where required to do so by law or in the good belief that such preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the present Terms and Conditions;

(c) respond to claims that any Content violates the rights of third-parties; or

(d) protect the rights, property, or personal safety of AH's Pre-owned Website, its Users and the public;

User understands that the technical processing and transmission of the Pre-owned Website, including their Content, may involve:

(a) transmissions over various networks; and

(b) changes to conform and adapt to technical requirements of connecting networks or devices.

When User is an Agent, they commit to disclose to AH the identity of their principal.

## **1. SELLERS**

### **(a ) Offer**

AH has a right to delete any offer to sell Helicopters from the Website after 90 days with no prior notice, unless withdrawn before when Seller informs the Pre-owned Website administrator that the Helicopters have been sold or that they should not appear longer on the Pre-owned Website. To maintain the Content posted after the 180 days, Seller shall send a request by e-mail to the Pre-owned Website administrator.

### **(b) Responsibility**

Seller is responsible for the accuracy, completeness, and validity of all Information describing the Helicopters included in the data sheet.

Seller commits themselves to post the aforementioned Information where applicable when listing Helicopters on the Pre-owned Website.

Seller who posts Helicopters for sale on the Pre-owned Website represents and warrants that they are the lawful owners of the Helicopters or have the entitled right to dispose of the Helicopters and that such Helicopters:

- are airworthy with proper civilian airworthiness release certifications,
- are maintained and stored according to the civilian aviation authority, and the manufacturers' requirements and have the relevant traceability documents,
- have been repaired or overhauled by the manufacturer's approved repair centers only
- are not counterfeit or bogus, nor infringe on any intellectual property rights,
- comply with all applicable laws and regulations concerning export control,
- have not been in military use.

Seller understands and agrees that AH may take any action it deems necessary to make Seller comply with the present Terms and Conditions.

## 2. BUYERS

Buyer represents and warrants that the Helicopters posted on the Pre-owned Website are exclusively dedicated to civilian market and that they are responsible for:

- ensuring that the Helicopters they will purchase are airworthy with proper civilian airworthiness release certification;
- ensuring that the Helicopters they will purchase are delivered with relevant traceability documents such as the log card comprising information including, but not limited to, the time since new, the time since overhaul, the version, the repairs and the modifications carried out;
- complying with all applicable laws and regulations concerning export control.

## III. TRANSACTION

Where Seller is AH, the transaction is subject to AH's Second-hand Helicopters Standard Conditions of Sale.

Where Seller is not AH, AH does not take part in the transaction and assumes no responsibility attributable to the transaction.

## IV. WARRANTY, LIABILITY, INDEMNIFICATION

AH provides the Pre-owned Website "as is" and without any warranty of any kind.

AH does not assume any warranty or liability, express or implied, for the use of the Pre-owned Website by Users.

AH does not assume any warranty or liability, express or implied, for the condition, equipment, fitness for any purpose, or any advertised properties of any Helicopter offered for sale by any other party on the Pre-owned Website.

### 1. NO WARRANTY

It is expressly understood that all Helicopters listed on the Pre-owned Website are without warranty of any kind from AH.

AH does not warrant the accuracy of any data or information stored on the Pre-owned Website or entered by users, including but not limited to the identity of users, their legal capacity, solvency or good faith. Compliance with all applicable laws and with these Terms & Conditions is the responsibility of the users without any obligation on the part of AH.

AH does not warrant:

- (1) that access to the Pre-owned Website will be continuous, uninterrupted, and secure; nor
- (2) that any and all Information provided in connection with the Pre-owned Website will be free from errors, viruses, or other defects.

AH disclaims all warranties and conditions of any kind, expressed or implied

## 2. LIABILITY

### (a) Liability arising out of the use of the Pre-owned Website:

In no event shall AH be liable for any direct, indirect, incidental, special, consequential or other damages arising out of or in any way connected to the use of the Pre-owned Website or to the delay or inability to use this Pre-owned Website, or any information obtained through this Pre-owned Website, or otherwise arising out of the use of this Pre-owned Website whether based on contract, tort, strict liability, or otherwise, even if AH or any of its suppliers has been advised of the possibility of damages.

In no event shall AH assume any liability or responsibility for the accuracy, completeness, or usefulness of any information contained on the Pre-owned Website for any purpose.

### (b) Liability arising out of the Transaction:

In no event shall AH be liable for legal consequences arising out of Users Transactions.

In case of any actions, claims or suits or other proceedings against AH which are based on the Transaction, Users must take over, at their own costs, the defense against such actions, claims, or suits or other proceedings, and must hold AH harmless from any liability, loss, damage, or expenses arising out of such Transaction or defect of the Helicopters.

## 3. INDEMNIFICATION

User agrees to indemnify, defend and hold AH harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind, including attorney's fees, resulting from:

- (1) their use of the Pre-owned Website;
- (2) their breach of any provision of the present Terms and Conditions; or
- (3) their intentional wrongdoing of any kind. AH reserves the right, at AH's expense, to participate in the defense or settlement process. AH further reserves the right to report any wrongdoing, of which AH becomes aware, to the appropriate authorities, including any government agency.

## V. INTELLECTUAL PROPERTY, LINKS

### 1. AH'S PROPRIETARY RIGHTS

User acknowledges and agrees that the Pre-owned Website and any necessary software used in connection with the Pre-owned Website contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

Except as expressly authorized by AH, User agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Pre-owned Website and/or any necessary software, in whole or in part.

## **2. LINKS**

The Pre-owned Website may provide, or third parties may provide, links to other World Wide Web sites or resources.

Because AH has no control over such sites and resources, User acknowledges and agrees that AH is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content or other materials on or available from such sites or resources.

User further acknowledges and agrees that AH shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content available on or through any such site or resource.

## **VI. PRIVACY POLICY, TERMINATION**

### **1. PRIVACY POLICY**

Although AH has implemented multiple security measures to protect against the loss, misuse, and alteration of any Information, AH does not guarantee complete security for Users.

### **2. TERMINATION**

At any time, based on User's failure to comply with any of the present Terms and Conditions, AH may immediately terminate User's use of the Pre-owned Website.

To remove their User's Information from the Pre-owned Website database, or to change information previously provided, User shall send a request by e-mail to the Pre-owned Website administrator.

## **VII. GENERAL CLAUSES**

### **1. APPLICABLE LAW / ATTRIBUTION OF AUTHORITY**

The present Terms and Conditions are governed by French law.

Any disagreement relating to the execution of the present Terms and Conditions that is not liable to be solved amicably within a period of one (1) month of its notification shall be the exclusive competence of the Aix en Provence legal courts.

### **2. DIVISIBILITY**

If any court of competent jurisdiction holds any provision of these Terms and Conditions invalid or unenforceable, the other provisions of these Terms and Conditions will remain in full force and effect.

Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable, provided that to the extent such provision is held invalid or unenforceable, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches up to the intent of the original provision.