



**Customer**

18633 SAN ANTONIO POLICE DEPARTMENT  
HELICOPTER DETAIL  
1223 99TH STREET  
SAN ANTONIO TX 78214

**Offer**

**Number :** 12088421

**Date :** 06/16/2022

**Your reference** : Arrius 2F ESN 34294 **Date** : 06/16/2022  
**Validity period** : **From** : 06/16/2022 **To** : 12/31/2022  
**Payment terms** : 30 days from date of invoice  
**Incoterm** : FCA DALLAS

**Your contact** : JASON HODGES  
Phone : +19726068137  
E-mail : jason.hodges@safrangroup.com

CONDITIONS OF SALE : this order is governed by the applicable Safran Helicopter Engines general sales and conditions (extract overleaf).

ARRIUS 2F OVERHAUL ESTIMATE  
CUSTOMER PROPERTY ESN 34294  
OVERHAUL AND RETURN  
\*ESTIMATE ONLY\*

ACTUAL OVERHAUL PRICE WILL BE DETERMINED AFTER OVERHAUL INSPECTION IS COMPLETED. AT THAT TIME A FIRM OVERHAUL QUOTE WILL BE PROVIDED.  
ESTIMATED TURN AROUND TIME 70-90 DAYS  
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Item	NATO Code	Part Number	Description	Quantity	Unit price	Total Price	
10		WP00276	OVERHAUL ESTIMATE ARRIUS 2F ESN 34294	1 EA.	550,000.00	550,000.00	
			<b>Lead time *</b>	:	92 days		
<b>Net amount</b>						:	550,000.00 USD

Prices are Net. All taxes, import or export duties and similar charges are excluded.

Economic conditions : 2022

**Safran Helicopter Engines USA Inc**

Mail code 5119  
P.O Box 660367  
Dallas, Texas 75266-0367  
Bank CITIBANK N.A.  
Bank code 031100209 - Account 38859937 - BIC CITIUS33

**EXTRACT FROM SAFRAN HELICOPTER ENGINES GENERAL SALES CONDITIONS  
(Safran Helicopter Engines General Sales Conditions are also provided with our annual price list)****GENERAL**

The General Sales Conditions (GSC's) are applicable in their entirety to contracts and Orders concerning the sale of Goods and/or the supply of Services by Safran Helicopter Engines :  
- excluding any other general or specific Customer purchasing conditions, unless otherwise specified in writing beforehand and accepted by Safran Helicopter Engines ;  
- unless there are provisions to the contrary in said contract or Order.  
Any Order placed by the Customer carries his acceptance of the General Sales Conditions without reservation.

**PRICES**

Prices are in DOLLAR. The prices that appear in the Catalogue apply to all Orders that are accepted by Safran Helicopter Engines as of January 1st and for which the delivery date of the Goods or date of supply of the Services is expected within twelve (12) months of the date of acknowledgement of receipt of said Order by Safran Helicopter Engines. Safran Helicopter Engines guarantees the validity of the Catalogue from January 1st to June 30th and reserves the right to modify the prices for orders for which receipt is acknowledged between July 1st and December 31st.

**DELIVERY**

Delivery will be deemed complete when Goods are made available according to applicable INCOTERMS 2010, at such time and under such conditions as have been agreed by the Parties. Unless otherwise stated in the Order or the contract, the Goods are delivered FCA - Safran Helicopter Engines Plant (ICC Incoterms 2010). In case of shipment of Goods, the transport documents agreed by the shipper or the carrier are conclusive evidence of quantities delivered at the named place of destination.

Delayed delivery will not give a right of cancellation of the affected Order, nor will it allow any deviation from payment terms. Safran Helicopter Engines will provide the Customer with the official compliance certificates, which will serve as acknowledgement by the Customer that Goods are compliant.

**AUTHORIZATION/EXPORT LICENSE**

If the supply of Goods within the framework of the contract or the Order requires export licenses or authorizations to be obtained, Safran Helicopter Engines will perform all the necessary steps to comply with export control regulations. In addition, the Customer undertakes to : Not assign or otherwise dispose of the Goods outside the territory to which they were shipped and for which the final use was defined on the Order or Contract without first obtaining written consent from Safran Helicopter Engines and/or the relevant Authorities in particular from the American authorities in the case of goods of US origin pursuant to American ITAR (International Traffic in Arms Regulations: war materials) and/or EAR (Export Administration Regulation : double use goods) regulations.

**TERMS OF PAYMENT**

Unless there is a specific provision in the contract or in the acknowledgement of receipt of the Order, the Customer will pay Safran Helicopter Engines a down payment of thirty percent (30%) of the amount of the Order, which is payable within thirty (30) days following the issue of the acknowledgement of receipt of the Order. The remaining balance will be paid to Safran Helicopter Engines by the Customer within thirty (30) days from the date of the invoice. No discount will be awarded by Safran Helicopter Engines in case of early payment of the invoice.

**LATE PAYMENT**

Without prejudice to Clause "Retention of Title" of the GSC's, in the event that payment is not received in full on the agreed due date, the Customer will be subject to a penalty for late fulfillment of payment of fifteen percent (15%) per year that is calculated on the basis of the total amount (including taxes) of the invoice, to be counted from the date of payment indicated on the invoice until full payment of the invoice is made and a fixed amount of forty (40) dollars will be charged automatically to the Customer to cover debt collection costs.

**RETENTION OF TITLE**

Safran Helicopter Engines retains ownership of the delivered Goods until the corresponding main price and its accessories have been fully paid and received by Safran Helicopter Engines in accordance with Clause "Payment" of the GSC's, as stipulated in the contract or the Order.

**WARRANTY**

All delivered Goods designed and manufactured by Safran Helicopter Engines are guaranteed to be free from defects in materials, design and manufacturing, and compliant with the Order or under the specific warranty conditions drawn up for each family of products and appended to the Order or contract or available in Safran Helicopter Engines Customer portal (<https://tools.safran-helicopter-engines.com>).

**ETHICS**

The Customer solemnly declares and warrants that it complies and shall comply with any anti-corruption laws or regulations. In the event of failure to comply with this clause, Safran Helicopter Engines shall automatically have the right to terminate the contract and the Orders in progress with immediate effect and without compensation, and without prejudice to any remedies Safran Helicopter Engines may take against the Customer.

**CONTRACTUAL LIABILITY**

Safran Helicopter Engines's liability for any claim(s) arising out of or in connection with the performance, non performance or defective performance of an Order or the Contract shall be strictly limited to the compensation of direct damages which compensation shall not exceed the limit of five percent (5%) of the amount invoiced under an Order for all claims arising under such Order subject to an aggregate limit of five percent (5%) of the total amount invoiced under the Contract for all claims arising under such Contract.

**APPLICABLE LAW**

The Orders and contracts are governed by and construed in accordance with French Law. They shall only be interpreted and executed according to French Law, excluding its conflict of laws rules.

International transactions shall not be governed by the Vienna Convention on Contracts for the International Sale of Goods, dated 11 April 1980.

Any dispute arising between the Parties concerning the execution, failure to execute or incorrect execution of an Order or contract that cannot be settled amicably within two (2) months following the written notification by one of the Parties to the other of the reasons for the dispute, will be submitted to the courts of Pau (France) which shall be the only competent court to have jurisdiction over the dispute, including in the event of impleader and plural defendants, and even for urgent or protective procedures, as summary proceedings or by petition.

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<b>Offer</b>	
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Item	NATO Code	Part Number	Description	Quantity	Unit price	Total Price
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(\*) Delivery lead-time runs once firm order is received. This lead-time may vary according to stock availability. A firm delivery lead-time shall be given on the order confirmation.  
Please note that the present offer from Safran Helicopter Engines is to be considered valid only insofar as all previous invoices due have been fully paid, except where legitimate reasons have been recognized.

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