

HELICOPTERS MI-24/35 PROCEDURE:

[FULLY REDACTED CONTRACT DRAFT]

Terms and Conditions:

The said articles were made available to another customer earlier in November 2025 but the documentation protocols have not been completed by the said customer, so far. Therefore, we are offering these units to XXX, hoping for completion of documentation by XXX in earlier timeframe including agreement on following terms:

Confirmation of Terms and Conditions from Purchaser.

The terms mentioned herein will be confirmed by the Purchaser by XXX.

Master Contract.

The sale-purchase contract will be signed between Seller and Purchaser by or before XXX. The Seller will share the draft contract with the Purchaser for review just after receipt of confirmation of this Commercial Proposal by the Purchaser.

Payment Schedule and Related Banking Activities

a. Opening of TCILC on Signing of Contract

- i. The Purchaser will either open a "Transferable Confirmed Irrevocable Letter of Credit" (TCILC) between the Purchaser's bank in XXX and Seller's bank in XXX by XXX (the banker's details will be shared in the contract); OR,
- ii. The payments to be made by Purchaser through SWIFT. However, pre-payment must be made by Purchaser as guarantee in case of payments through SWIFT, as mentioned herein this commercial proposal.

b. Signing of Master Contract.

5% of contract value will be paid by Purchaser to Seller within 24 hours of signing of Master Contract through TCILC/SWIFT.

c. EUC.

The Purchaser will sign the EUC (draft format of EUC is attached). The EUC will also be countersigned by MOD of XXX.

d. Verification Inspection of Units

- i. After signing of the Master Contract and opening of TCILC or pre-payment of 5% (clause 3b), the Purchaser's Team will visit XXX in XXX, for Inspection of Units at XXX premises. The Purchaser's Inspection Team can visit between XXX (on mutually agreed dates).
- ii. First page of passports of Purchaser's team members will be shared with the Seller by the Purchaser, by XXX, for processing the security clearance with XXX.
- iii. 25% of contract value will be paid by Purchaser, through the TCILC or SWIFT, on the day "Verification Inspection Certificate" is signed by the Parties (Seller & Purchaser) in XXX.

e. Export Permit From XXX By Seller.

After receiving pre-payment of 5% (clause 3b) and EUC (clause 3c), the Seller will apply for the Export Permit from XXX. This Export Permit will be obtained/received from XXX by the Seller just after the successful Verification Inspection (clause 3d iii). On receipt of Export Permit, the Purchaser will pay additional 20% of contract value to the Seller through the TCILC or SWIFT, on the day the "Export Permit" is received and shared with Purchaser by the Seller.

f. Pre-Shipment Inspection (PSI).

PSI of consignment will be conducted by the Purchaser's Team at XXX Airport and PSI-Note will be signed by the Parties prior to loading of units onto the aircraft.

g. Consignment – Ready for Loading (FOB XXX Airport).

The Units will be supplied in one consignment by the Seller at FOB XXX Airport. Remaining balance of 50% of contract value will be paid by Purchaser on sharing of final airway bill and Shipping Documents. This payment will be received by the Seller just prior to loading of the consignment on the aircraft at XXX Airport, through the said TCILC or SWIFT. The air cargo aircraft will be arranged by the Purchaser and exact date of transportation will be communicated with the Seller in advance.

Payments Modes.

"Payment Mode" at Seller's end is flexible. The mode of payment can be through TCILC originated by Purchaser or through SWIFT. However, prepayment must be made by Purchaser against guarantees, in case the Purchaser chooses to make all payments through SWIFT.

Sequence of Activities and Timeframe

- a. This Commercial Proposal to be confirmed by Purchaser by or before XXX.
- b. Draft Contract will be shared by the Seller on XXX based on the terms reflected in this commercial proposal.
- c. The sale-purchase contract will be signed between Seller and Purchaser by or before XXX and 5% of contract value is paid by the Purchaser to the Seller by XXX just after signing of Contract.
- d. EUC to be delivered by Purchaser to the Seller by XXX for processing of export permit by the Seller with XXX, in time.
- e. Purchaser's Team to visit XXX for Verification Inspection of Products on mutually agreed dates between XXX.
- f. Part Advance Payment of 25% of contract value to be made by the purchase to the Seller upon signing of "Verification Inspection Certificate" by the Parties in XXX, as mentioned above.
- g. Export Permit will be obtained by the Seller from XXX just after receipt of part Advance Payment of 25% of contract value. Purchaser will pay additional 20% of contract value to the Seller, on the day the "Export Permit" is received and shared with Purchaser by the Seller.

- h. PSI of consignment will be conducted by the Purchaser's Team at XXX Airport and PSI-Note will be signed by the Parties prior to loading of units in the aircraft.
- i. The Units will be supplied in one consignment by the Seller at FOB XXX Airport. Remaining balance of 50% of contract value will be paid by Purchaser on sharing of final airway bill and Shipping Documents.
- j. The payment of freight charges and insurance beyond FOB XXX Airport will be paid by the Purchaser.

Validity.

The validity will automatically extend in consonance with the terms mentioned and signed in the Master Contract by the parties.

Licensing Protocols from OEM End.

Will be managed/obtained at the Purchaser's end.

Signatures:

Seller.....buyer