



## General terms and Conditions of Purchase

Issued: March 2015

### **1. General**

1. Any delivery, service or offer of Supplier is provided solely under these Terms and Conditions of Purchase. The Terms and Conditions of Purchase also apply on any future delivery, service or offer, even if there application is not separately agreed.
2. Any terms and conditions stipulated by Supplier and divergent from or supplementary to these Terms and Conditions of Purchase will not be binding upon Purchaser, even if not expressly objected to or in cases where Supplier stipulates his terms and conditions as the exclusive basis for delivery. Even if we refer to a document that contains general terms and conditions of Supplier or refers to them, this shall not be interpreted as consent to their application.
3. Orders and their acceptance, as well as any additions or amendments thereto have to be made in writing. Verbal subsidiary agreement will not be binding unless confirmed in writing by Purchaser. This applies also for any amendments entered into after conclusion of a contract.
4. Supplier's failure to accept the order within 14 days will entitle Purchaser to cancellation. Relevant for the timely acceptance is the receipt of the declaration of acceptance by Supplier.
5. Without first obtaining Purchaser's written approval, Supplier may not fully delegate or subcontract to a third party the supply of the goods or services ordered hereunder.
6. The adherence to all relevant purchasing/product requirements must also be ensured for all subordinated suppliers.
7. Supplier ensures that, on request, purchaser and/or his regulatory authority (EASA, LBA, FAA etc.) will be granted access to all the facilities and records that are involved/relevant in/for the processing of the purchase order.

### **2. Delivery date and Place of Performance**

1. The agreed delivery date will be binding. Any early delivery will require Purchaser's consent. Deliveries not involving installation or erection are considered timely when received in due course at the delivery address indicated by Purchaser, while those requiring installation or erection, as well as services purchased, will be deemed made or rendered timely when provided ready for acceptance.

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Geschäftsführung: Anthony Shakesby, Dave Jackson

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2. Upon Supplier's default, Purchaser is entitled to claim a contractual penalty of 0.5% of the order value for each week of delay, up to an aggregate maximum of 5.0 % of the order value. The penalty shall be credited against any damages for delayed owed by Supplier. Purchaser may claim such penalty if Purchaser has reserved the right to do so within one month after acceptance of the final part of any goods or services to be provided under the order.
3. Place of performance with respect to goods or services provided by Supplier shall be the delivery address specified in the underlying order. Where no delivery address is specified and if the place of performance does not result from the nature of the contractual obligation, Purchaser's registered office shall be deemed the place of performance.

### **3. Shipment, Transport insurance and Pricing**

1. Goods to be delivered hereunder shall be duly and properly packed and shipped. Pack(ag)ing and shipping specification shall be adhered to. Each consignment shall be accompanied by shipping documents such as delivery slips, packing notes, etc. All pertinent documents shall indicate the order numbers and other Purchaser data specified in the order. On or before dispatch, Purchaser shall be provided with a shipping advice.
2. Any additional charges attributable to noncompliance with said instructions and specifications shall be borne by Supplier.
3. Transport insurance is covered by Purchaser. Any expenses arising out of transport insurance taken out by Supplier may not be invoiced to Purchaser.
4. Except as otherwise agreed , all prices shall be based on FCA (Incoterms 2000)

### **4. Invoicing, Payment, Nonassignment**

1. The invoice shall be made in single and shall include all identification data for each consignment specified in the order.
2. Except as otherwise agreed Payments shall in principle be made by bank transfer or cheque, either within 15 days after acceptance or delivery respectively, and receipt of bill with 3% discount, or within 30 days with 2% discount, or within 90 days net. Cash discount may be deducted even where Purchaser offsets or withholds certain sums due to faults or defects.
3. Supplier shall not be entitled, without first obtaining Purchaser's written approval, to assign, or collect through a third party, any account receivable from Purchaser. This provision will not apply the extended reservation of

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owner- ship. Sect. 354a of the German Commercial Code shall not be affected.

## 5. Defects

1. Supplier has to deliver the goods to Purchaser and to provide transfer of ownership free from any defects as to quality and title. In case of any defects, Purchaser's claims shall be based on the statutory law.
2. Any defect shall promptly be communicated to Supplier in writing without undue delay as and when detected or identified in the proper course of business. The limitation period of any claims for defects shall be suspended with Supplier's receipt of the written notification of the defect.
3. In case Suppliers fails or denies to eliminate a defect or does not perform within a time limit set by Purchaser, Purchaser shall additionally have the right to proceed thereto on Supplier's behalf, all at Supplier's cost and expense. Purchaser may deem the elimination of a fault or defect to have failed where unsuccessful at the second attempt.
4. In the event of a replacement or elimination of a defect the limitation period of the replaced or repaired part commences again, except if it was transparent to Purchaser that the part was only repaired or replaced as a gesture of goodwill or for similar reasons.

## 6. Industrial property rights

1. Supplier guarantees, that regarding his deliveries or services he does not infringe any industrial property rights of third parties in Germany or any other country, where he produces goods or renders services.
2. Supplier is obliged to hold harmless Purchaser from any claims that third parties might rise against the Purchaser because of any of the in para. 1 mentioned infringements and to reimburse Purchaser all necessary expenses in connection with these claims. This right exists independent of a default of Supplier.

## 7. Duty of instruction, information and care

1. Provided that Purchaser has informed Supplier about the intended use of the goods or services or that such use is apparent to Supplier even without any express mention, Supplier is obligated forthwith to inform Purchaser if Supplier's goods or services are not suitable for such intended use.
2. Any circumstances jeopardizing compliance with agreed delivery dates shall promptly be communicated to Purchaser in writing to agree on further action.

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3. Supplier shall duly notify Purchaser in writing of any changes or modifications with respect to the composition of materials used or the underlying engineering design if different from similar or comparable goods or services previously provided by Supplier for Purchaser. Any such changes or modification shall require Purchaser's written consent. Supplier shall ensure that the goods and services will conform with all applicable environmental - protection, accident-prevention and other industrial safety regulations, as well as with generally accepted safety and occupational health provisions and all legal requirements valid in the Federal Republic of Germany. For each shipment, Supplier shall advise Purchaser of any specific treatment and waste disposal requirements unless generally known.
4. For any cross-border delivery or service Supplier has to ensure, that all export control regulations are complied with and any necessary approval is achieved. In case the Purchaser's cooperation is required, Supplier will inform Purchaser in time and will do anything possible and reasonable in order to support Purchaser in his cooperation.
5. Supplier is obligated to immediately notify Purchaser in writing of any faults or defects, either identified or assumed by Supplier or a third party / subcontractor after delivery of the goods to Purchaser. In case of such faults or defects Supplier shall inform Purchaser about any necessary action involved (such as product recall, etc.).

## 8. REACH Conformity and Information Obligation

1. Seller is obliged to comply with REACH Regulation (EG no. 1907/2006) concerning any goods delivered to Purchaser. In particular, Seller assures that the delivered goods do not contain any Substances of Very High Concern (SVHC) as listed on the then valid list of candidates of the European Chemicals Agency ECHA in a concentration exceeding 0.1 mass percent. In case Seller delivers goods, containing a SVHC-substance, Seller shall be obliged to inform Purchaser in this regard at deliverance on a separate written document. Seller shall be obliged to have all REACH relevant substances registered either by itself or by its respective pre-supplier, if and to the extent Seller is the addressee of any registration obligations according to REACH. If and to the extent Seller itself may not be obliged to make any registration according to REACH, Seller shall be obliged to ensure that its pre-suppliers shall be in compliance with their obligations according to REACH or Seller ensures registration by an Only Representative in accordance with Art. 8 of REACH Regulation. Upon Purchaser's request Seller has to submit written proof of registration of any delivered goods, either such registration has been made by Seller itself or by any of Seller's pre-suppliers or by any Only Representative of Seller. In case delivered substances are so called

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“phase-in-substances”, Seller shall be obliged to provide evidence to Purchaser about the pre-registration of those substances.

2. Seller ensures that, to the extent any REACH relevant substances (in particular, SVHC substances) are contained in goods delivered to the Purchaser that those substances are registered in accordance with REACH. Seller shall be obliged to submit any and all information and documentation as required by REACH Regulation (in particular, acc. to Art. 31 ff. of the REACH Regulation) within the appropriate time limits set out in REACH to Purchaser or, respectively, to pass on those information and documentation to Purchaser received from its pre-suppliers without any delay.
3. In case customers or public authorities bring any claim or impose any sanctions against Purchaser for non-compliance with REACH Regulation which are attributable to any goods delivered by Seller, Purchaser has the right to claim from Seller to be indemnified from those claims or to claim for compensation of damages, based on any non-compliance with REACH and having either been caused intentionally or negligently by Seller or being attributable to Seller.

## 9. Provision of material or products

1. Materials or products of any kind whatsoever provided by Purchaser to Supplier shall remain Purchaser's property and be exclusively used in or for the performance or the goods or services ordered hereunder.
2. Supplier is obligated, at his own cost and expense, to duly keep the materials or products in his custody, to perform any maintenance and inspection work as needed and to adequately insure the items, and to substantiate this on request to Purchaser.
3. To the extent that any of the items provided by Purchaser are processed, converted or transformed by Supplier to form a new movable product, Purchaser shall be deemed such product's manufacturer. If combined with or inseparably integrated in other objects, Purchaser shall acquire joint title and ownership in said objects in the ratio of the value the provided items had at the time of combination or integration. If combined or integrated in such manner that Supplier's property is to be regarded as the primary products, it is understood and agreed that Supplier assigns and transfers to Purchaser prorated interest in and joint title to such products; Supplier shall hold the products subject to joint ownership in trust on Purchaser's behalf.

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## 10. Confidential and secrecy

1. Supplier undertakes and agrees to keep secret and confidential, as well as to exclusively use for the goods or services ordered, any such commercial or technical information and documents as are not known to the general public and which have been disclosed under the business relationship. Subcontractors or other vendors shall be committed hereto analogously.
2. Supplier may only use Purchaser's firm, corporate name or trademark in references or publications if Purchaser has given his prior written consent.

## 11. Parts and their availability

1. Supplier is obligated to supply and deliver, on reasonable conditions, spare parts required for a period equivalent to the anticipated technical service life or for 10 years after last delivery, whichever is longer.
2. In the event that Supplier discontinues, after expiration of the period mentioned in clause 10.1 hereof, the delivery of spare parts, or, during said period, the manufacture of the parts, Purchaser shall be offered the opportunity to place a final order.

## 12. Place of jurisdiction, Applicable law

1. If Supplier is an entrepreneur the exclusive of jurisdiction shall be Purchaser's registered place of business; this provision shall also apply to any action for assertion of claims concerning payment of a check, draft or note/bill of exchange, as well as in the event that Suppliers is not generally subject to the jurisdiction of German court when a lawsuit is instituted against him. However, Purchaser has also the right to bring an action before any court of law of competent jurisdiction.
2. This contract shall be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall not apply.

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