

## § 1 Scope of Application

1.1 These General Terms and Conditions shall govern any and all – including future – quotations, offers, contractual relations and deliveries between Extra Aircraft Maintenance GmbH (“Supplier”) and the “Customer”. Differing conditions of the Customer, which are not accepted explicitly in writing or in textual form, are not binding, even if the Supplier executes a Contract without expressly contradicting such conditions.

1.2 Consumers in the meaning of these General Terms and Conditions are natural persons, entering into a business relation with the Supplier for a purpose not attributable to their commercial or autonomous professional activity. “Entrepreneurs” in the meaning of these General Terms and Conditions are any natural persons or legal entities or legal partnerships having legal capacity, entering into business relations with the Supplier in the exercise of their commercial or autonomous professional activity as well as legal persons under public law or a special fund under public law. “Customer” in the meaning of these General Terms and Conditions are both consumers as well as Entrepreneurs.

1.3 The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the provision customary in the industry for any such case and, in the absence of a permissible provision customary in the industry, by the corresponding provision of statutory law.

## § 2 Offer and Placing of an Order

2.1 Quotations of the Supplier are always non-binding and subject to confirmation. The Contract comes into effect only if the Supplier confirms his acceptance of the order in writing or in textual form or if the delivery is carried out. For the extent of the delivery the confirmation in writing or textual form of the order is decisive. The right to correct errors of offers, of confirmations of orders, and of (proforma) invoices is reserved.

2.2 Notices of the Supplier in writing or textual form shall be deemed to having been received by the Customer after the normal transit time of the mail if they have been dispatched to the postal address, fax-number or Email-address of the Customer known to the Supplier last and if the Supplier can deliver proof of that fact. This shall not apply to any declarations of material importance, in particular declarations of termination, revocations or the granting of periods of grace.

## § 3 Price Terms

The prices quoted in price lists and catalogues are understood as ex works of the Supplier’s premises (EXW according to INCOTERMS as amended from time to time) and do not include packaging and VAT, unless otherwise agreed upon. In case that the delivery shall be performed not earlier than after four months after the conclusion of the Contract, the Supplier reserves the right to adequately increase the purchase price in case that the circumstances given at the moment of the conclusion of the Contract and decisive for the determination of the purchase price, in particular costs for material, wages, transport and public taxes and duties should have changed to a non-negligible extent.

## § 4 Conditions of Payment, Default, Set-Off

4.1 All invoices are immediately payable without deductions at the date of issuance (due date). As of the 30<sup>est</sup> day after the due date the Supplier shall charge default interest in the statutory amount for entrepreneurial business transactions pursuant to § 288 para. 2 German Civil Code (“BGB”), if the Customer is an Entrepreneur. As of the 30<sup>est</sup> day after the due date the Supplier shall charge default interest of 5 percentage points above the current basis interest of the European Central Bank if the Customer is a Consumer. The Supplier reserves the right to prove additional damages in interest.

4.2 Payment orders and cheques are accepted only according to special agreement in writing or in textual form and only on

account of payment. Customer will be liable for all collection and discount charges.

4.3 The right of the Customer to determine which claims of the Customer shall be settled by payment is replaced by the statutory rule of terms of amortization of § 367 para. 1 BGB.

4.4 In case the Customer is in default with part payments in an amount of at least 10 % of the purchase price, the Supplier has the right to accelerate the maturity of the entire outstanding amount with immediate effect.

4.5 In case the Customer is in default of payment obligations, the Supplier can terminate the Contract and claim damages instead of the performance (“*Schadenersatz statt der Leistung*”) after the fruitless expiry of an appropriate period of grace. In the event of the Customer’s delay in performance caused by a significant deterioration of his financial situation, the Supplier may, in deviation from the preceding sentence, withdraw from the Contract without setting a grace period and claim damages instead of performance.

4.6 The Customer can only set off his claims if they are undisputed or if they have been established by a court with legally binding effect or such claims which are in a contractual relationship of reciprocity with the Supplier’s claim and/or if the Customer’s claim would entitle the Customer to refuse the fulfilment of his contractual obligations under § 320 BGB. The Customer may only invoke a right of retention if his counterclaim derives from the same contractual relationship.

## § 5 Delivery and Time of Delivery

5.1 Deviations in quality, design, and color, which are customary in the trade and usual with respect to the material, are reserved. Changes by the Supplier in construction and form, which are not customary in the trade, are also legitimate, unless the change or deviation is not tolerable for the Customer.

5.2 Delivery dates or terms of delivery have to be stated in writing or in textual form. In case they are supposed to be binding, this has also to be agreed upon in writing or in textual form. Decisive for the punctual delivery shall be the time when the goods delivered by the Supplier to the Customer (“Goods”) have been handed over to the carrier or loaded into a vehicle of the Supplier or – in such cases, in which the dispatch or the delivery of the Goods is delayed due to circumstances within the responsibility of the Customer – the time of readiness for transport. In case of later changes in the Contract due to an initiative of the Customer, which have an influence on the delivery time, the term of delivery is prolonged to an appropriate extent.

5.3 The Supplier’s duty to deliver is always subject to a correct and timely self-delivery, unless the Supplier intentionally or negligently causes the incorrect or untimely self-delivery.

5.4 In case the dispatch or the acceptance of a delivered Good is delayed because of reasons for which the Customer is responsible, he will be charged the costs which are caused by that delay after the expiry of one month after the notification of the readiness for dispatch or acceptance.

5.5 If the Customer is an Entrepreneur, the Supplier is entitled to partial delivery and partial performance customary in the trade at any time, unless the part delivery or part performance is unreasonable for the Customer; additional deliveries or deficiencies in the delivered quantities from the agreed amount customary in the particular trade are permissible.

5.6 The Supplier shall not be liable for any disturbances in the business operations of the Supplier, especially the absence of managerial personnel due to illness as well as for epidemics and pandemics, strikes, lockouts, lack of workers and employees – also on the part of furnishers and manufacturing companies of the Supplier – for the lack of dispatching possibilities and difficulties in the acquisition of raw material as well as for cases of force majeure. In such a case, the terms of delivery shall be extended according to the duration of the impairment of performance caused by the respective circumstances. The Supplier is

obliged to inform the other party of the beginning and the envisaged and actual end of such obstacles as described above as soon as possible.

**5.7** The Supplier is not liable for such obstacles as described in § 5.6 above even if they come into existence during a preexisting delay in performance.

**5.8** The Supplier shall be entitled to withdraw from the Contract if – without any possibility of interference from the side of the Supplier – essential circumstances for the further performance of the Contract have materialized after conclusion of the Contract in such a way that performance becomes impossible or unreasonably difficult for the Supplier (e.g. non-delivery by the sub-supplier for which the Supplier is not responsible or the possibility of delivery only under considerably more difficult conditions).

**5.9** If the delivery is not timely, the Customer has to set a period of grace, which has to run for at least fourteen working days. Any and all reminders and notices regarding the setting of periods by the Customer require written or textual form in order to be valid. If the grace period set by the Customer expires fruitlessly without notification that the Goods are ready for dispatch, the Customer is entitled to withdraw from the Contract or to terminate the Contract in any other way, if the Customer has threatened the Supplier in written or textual form with these consequences of a fruitless expiry of the set time period simultaneously with the setting of the period. The Supplier's extended liability pursuant to § 287 BGB shall be excluded.

**5.10** Unless expressly agreed otherwise, all Incoterms made reference to by the Supplier shall refer to the INCOTERMS as published by the International Chamber of Commerce (ICC) and as amended from time to time.

## § 6 Retention of Title

**6.1** The Supplier retains the title in the respective Goods until complete payment of the purchase price for the respective Good (the "Retained Good(s)").

**6.2** If the Customer is an Entrepreneur the retention of title in the Retained Goods shall apply until complete satisfaction of any and all claims arising from the business relation with the Customer, including future claims arising from contracts entered into with the Customer simultaneously or in the future; in addition, the following provisions shall apply if the Customer is an Entrepreneur:

**a)** The Customer has the right to handle or process the Retained Goods in the ordinary course of business. The Customer always undertakes an eventual handling or processing of the Retained Goods for and on behalf of the Supplier as the producer under § 950 BGB, without any obligations resulting herefrom for the Supplier. The handled or processed Goods are deemed to be Retained Goods as specified in § 6.1 of these General Terms and Conditions. If the Retained Goods are processed, joined or mixed with other objects in which the Supplier has no title, the Supplier acquires the title in the new object in the proportion the invoiced value of the Retained Goods bears to the invoiced value of the other goods used at the time of the combination. If the Retained Goods are joined, combined or mixed with other moveable assets to make one single object in a way that they cannot be separated, and if the other part is considered as the main part, the Customer already now transfers the co-ownership to the Supplier, insofar as the new object and main part belongs to the Customer, storing it for the Supplier free of charge. The rights of co-ownership of the Supplier are deemed to be the Retained Goods in the meaning of § 6.1 of these General Terms and Conditions.

**b)** The Customer is entitled to dispose of the Retained Goods only in the ordinary course of business, as long as he fulfils his obligations arising out of his business relation with the Supplier in due time. However, he may neither pledge the Retained Goods the title in which has been retained nor transfer them by

way of security. He is obliged to guarantee the rights of the Supplier in case the Retained Goods are resold on credit.

**c)** If the Customer has been in default of payment for a period of more than 30 days with an amount of at least 10% of the purchase price, the Supplier may, at the Customer's expense and subject to the setting of a reasonable period of grace, take back the Retained Goods until payment of the outstanding amount in order to secure his claims, to the extent that this is reasonable for the Customer, e.g. in the case that the Retained Goods are merely stored and have not yet been sold and are not subject to any current use. The provision in § 5.4 of these General Terms and Conditions shall apply mutatis mutandis with regard to the costs for the storage of the Retained Goods at the Supplier's premises. The repossession shall not be construed as a declaration of withdrawal from the Contract by the Supplier; insofar the parties deviate from § 449 para. 2 BGB which shall not apply. Any right of retention of the Customer is excluded in such case.

**d)** The Customer holds the title of ownership or co-ownership for the Supplier. Apart from that, the rules with regard to the Retained Goods apply also to the Goods deriving from the manufacturing, joining or mixing processes.

**e)** The Customer hereby assigns to the Supplier for the latter's security all current and future claims and rights arising from the sale of Retained Goods. They shall secure the Supplier to the same extent as the Retained Goods. The Supplier herewith accepts this assignment. If the Customer sells the Retained Goods together with other goods not sold by the Supplier, the claim arising from their sale shall be assigned in the proportion of the invoiced value of the other goods sold. As far as the sale of goods is concerned with respect to which the Supplier has a co-ownership pursuant to § 6.3 a) of these General Terms and Conditions, the Customer assigns an appropriate portion of such co-ownership to the Supplier.

**f)** The Customer is not entitled to assign these claims, including the sale of accounts receivable to factoring banks without prior written consent by the Supplier; § 354 a HGB remains unaffected. In case of a sale of accounts receivable to a factoring bank without recourse (true factoring) the Supplier gives his consent only under the condition precedent of the Customer immediately transferring the payment made to him by the factoring bank to the Supplier.

**g)** The Customer has the right to collect the assigned claims only as long as he complies with his contractual payment obligation vis-à-vis the Supplier.

**h)** Furthermore, the direct debit authorization can be revoked explicitly by the Supplier, if

- a. the Customer does not honor an invoice when it is due or
- b. the conditions of the right to refuse performance of the Supplier pursuant to § 9.1 of these General Terms and Conditions are met.

**i)** If the right to dispose of the Retained Goods expires, the Customer is obliged, at the request of the Supplier, to provide the Supplier with information about the stock of the Retained Goods and the goods owned or co-owned by the Supplier in accordance with § 6.3 a) of these General Terms and Conditions and to surrender the Retained Goods at the request of the Supplier; insofar the parties deviate from § 449 para. 2 BGB which shall not apply.

**j)** With regard to the collection of these claims, the Customer is considered as the trustee of the Supplier with the explicit obligation to transfer to the Supplier any and all proceeds, minus his profit.

**k)** On demand of the Supplier the Customer is obliged to notify his purchasers immediately of the transfer of title to the Supplier and to hand over all information and documents to the Supplier which are necessary for collecting the claims. In case of payment arrears, the Customer shall immediately nominate those

purchasers to whom he has sold the Retained Goods, unless they have already been entirely paid for.

**l)** The Supplier assumes the obligation to release the securities upon the Customer's request if and insofar the realizable value of the securities available exceeds the aggregate of the secured debts due by more than 10 % or exceeds their nominal value by more than 50 %; the choice of the securities to be released remains with the Supplier.

**m)** In case the Customer has foreseen the shipment of the Retained Goods abroad, he shall immediately give notice of this intention to the Supplier in writing or in textual form and, upon the request of the Supplier, to provide a security to the Supplier having the closest possible resemblance with and similar effects as the aforementioned retention of title under the laws of the country of destination of the Retained Goods. The Customer shall perform all respective necessary actions and declarations without undue delay at his own expense.

**n)** If the retention of title requires entry in a public register or other cooperation on the part of the Customer to become effective the Customer hereby irrevocably agrees to such registration and undertakes to perform all respective necessary actions and declarations without undue delay at his own expense.

**o)** The Customer is to inform the Supplier immediately of any and all threatening or already materialized seizures, in particular actions of execution of a third party with regard to the Retained Goods or with regard to the claims assigned to the Supplier or with regard to other securities of the Supplier. The Customer will disclose the Supplier's title in the Retained Goods or claim and is to hand over to the seller any and all documents necessary for an intervention. This applies also to impairments of other kinds. The costs for the aforesaid are borne by the Customer.

## § 7 Passing of Risk

**7.1** The risk in the Goods passes to the Customer in the moment the Goods are handed over to the carrier or loaded into a vehicle of the Supplier, at the latest, however, at the time the Goods leave the factory or the warehouse. This also applies, if part deliveries take place or if the Supplier has assumed other services, such as costs of transport or transport itself. An insurance against loss or damage of the Goods during transport will be effected by the Supplier only on demand and at cost of the Customer.

**7.2** In case the dispatch is delayed upon demand of the Customer or in case the Customer intentionally or negligently causes the delay of the collection of the Goods himself, the passing of the risk occurs when the notice of readiness for the dispatch or of readiness for collection is given.

**7.3** If notice has been duly given according to the Contract that the Goods are ready for dispatch, the Goods have to be retrieved immediately. Failing to do so, the Supplier is entitled after a reminder to dispatch the Goods according to his will, while the Customer has to bear costs of transport and risk of loss. The Supplier can also keep the Goods within his discretion and charge the Customer immediately.

**7.4** If the transport on the pre-arranged route or at the pre-arranged time becomes impossible without the Supplier's fault, the Supplier is entitled to deliver on a different route or at a different time. Additional costs of such an alternate transport have to be born by the Customer. However, the Supplier has to grant the Customer the occasion to comment on the change of route previously.

**7.5** If any damage occurs during transport, the Customer is to arrange a statement of facts at the responsible authorities and to inform the Supplier in writing or textual form without delay.

**7.6** The Customer has to accept delivered Goods notwithstanding his rights pursuant to § 12 of these General Terms and Conditions, even if the Goods have immaterial defects.

## § 8 Obligation of Inspection and Notification

**8.1** Defects of the Goods have to be notified by the Customer to the Supplier in writing or in textual form and under exact description of such defect without undue delay and at the latest fourteen days after delivery. Defects, which cannot be identified by the utmost careful inspection within the aforesaid term, shall be notified to the Supplier immediately after such defects have become apparent.

**8.2** If the Customer is an Entrepreneur, instead of § 8.1 above the following provisions apply:

**a)** The warranty rights of the Customer are subject to an observation of the duties of the Customer deriving from § 377 German Commercial Code ("HGB") and of the following provisions regarding the inspection of the Goods and the notification of the Supplier.

**b)** Notifications regarding obvious defects, which are not performed immediately, however at the latest within two weeks after the receipt of the good in writing or textual form and under exact description of such defect, will not be taken into consideration by the Supplier. Defects, which are not obvious and cannot be discovered in spite of fulfilling the obligations deriving from § 377 HGB must be notified immediately after they have become apparent, however at the latest within two weeks after they have become apparent in writing and under exact description of such defect; any further processing or handling of the good must be stopped immediately. In case of non-observation of this § 8.2 b), all the warranty rights of the Customer will expire.

**c)** The Goods which allegedly are defect are to be maintained in a condition in which they are at the moment of the discovery of the defect and are to be held ready for examination by the Supplier. The Supplier is entitled to examine the Goods where they are located. Upon request, the rejected Goods or a sample thereof shall be made available to the Supplier.

## § 9 Insufficient Capacity of the Customer

**9.1** If after entering into a Contract the Supplier recognizes, that his claim for payment is in jeopardy due to the insufficient capacity of performance of the Customer, he has the right to refuse performance unless the Customer issues a suitable security within an appropriate term upon demand of the Supplier.

**9.2** Should the Customer not adhere or not adhere in due time to such demand of the Supplier, the Supplier has the right to terminate the Contract and claim damages instead of the performance.

**9.3** In case of the Customer's default of payment, which is the result of a major deterioration in the Customer's financial position, the Supplier has the right to terminate the Contract without granting a period of grace and claim damages instead of the performance.

## § 10 Intellectual Property Rights of the Supplier

**10.1** Estimates of costs, drafts, drawings, and other documents remain in the ownership of the Supplier. The complete copyright with all rights to all information and documents handed over during the contractual relations in relation to the Customer belongs exclusively to the Supplier. This applies also to all information and documents coming into existence due to initiations and co-work by the Customer. Disclosure to third parties may only be effected with the Supplier's permission. Drawings and other documents which are part of offers have to be handed back to the Supplier on demand or, if the order is not placed, without undue delay.

**10.2** If during production of Goods according to drawings, samples, or any other specifications of the Customer any rights of third parties are violated, the Customer is obliged to release the Supplier from all claims against him if the Customer is an Entrepreneur. The Supplier is not obliged to verify the aforementioned documents with respect to existing Commercial Rights of Protection of third parties.



## § 11 Agreements on the Characteristics of the Goods

**11.1** Statements of the Supplier regarding the characteristics of the Goods are not to be considered as guarantees with regard to the characteristics ("*Beschaffungsgarantie*"), unless the parties explicitly agree upon such a guarantee in writing or in textual form. Only the legal representatives of the Supplier and its proxy holders ("*Prokuristen*") are entitled to give any guarantees. In such case the rights of the Customer are determined by the content of the guarantee given by the Supplier. The Customer has to assert his rights deriving from the guarantee in writing or in textual form within two months after a case of guarantee has materialized (term of foreclosure).

**11.2** Public statements, promotional statements and advertisements are deemed not to be descriptions of the characteristics ("*Beschaffungsangaben*") of the Goods. The afore-said information will only become part of the Contract, if and insofar as they are expressly confirmed by the Supplier in writing or in textual form as binding.

**11.3** If the Customer is an Entrepreneur, the characteristics of the Goods are conclusively described by the expressly agreed performance characteristics (e.g. specifications, markings, release, other information). Other than the expressly agreed characteristics of the Goods shall not be owed. Any further warranty for a specific purpose or or suitability exceeding the warranty for the agreement on the characteristics of the Goods shall only be assumed insofar as this is expressly agreed in writing or textual form; the further risk of suitability and use shall be borne exclusively by the Customer. In particular, insofar as the Goods are intended for the installation in the Customer's machines and equipment or containers and have not been specifically developed and/or constructed by the Supplier for such purpose, the Supplier does not guarantee the sufficient suitability, strength or durability of the Goods. In the absence of an agreement to the contrary, the Customer shall be solely responsible for testing the suitability of the Goods for the purposes of the Customer.

## § 12 Warranties

**12.1** The Supplier warrants that the Goods delivered by him shall be free from any defects according to the provisions of German Law regarding the sale of Goods and as modified according to the subsequent provisions.

**12.2** In case of proven defects, the Supplier will perform his duties according to his choice either by supplying the Customer with a new product free of defects (substitution delivery) or by eliminating the defect (repair). In case the Customer is a Consumer, it is not the Supplier but the Customer who is entitled to choose between the substitutional delivery and a repair of the good. However, in such case the Supplier is entitled to reject the type of repair chosen, if such repair will lead to disproportionate costs and another type of repair will remain without essential disadvantages for the Consumer.

**12.3** On the Supplier's request, in case of a repair of the product, the Customer has to specify his notification of defects and to present reports of defects and other information, which are suitable for an analysis of the defect, in writing or in textual form.

**12.4** If the substitution delivery or the repair according to the preceeding §§ 12.2 and 12.3 remains unsuccessful, the Customer is entitled to withdraw from the Contract or to make a reduction of the purchase price under the condition of having previously set an adequate term in writing or in textual form, unless according to German Law the setting of such a term is superfluous. However, in case of only minor defects the Customer is not entitled to withdraw from the contract. In the event that the Customer withdraws from the Contract because of a defect of the good, the Customer is not entitled to claim damages for such defect. In case the Customer withdraws from the Contract he is liable for deterioration, loss, and non-derivation of a profit from the Goods, not only for the care one usually employs in one's own affairs, but for any kind of negligence on his part.

**12.5** In case that a defect derives from any act of default of the Supplier the Supplier will reimburse the Customer for damages and expenses deriving from a defect only according to the limitations as provided for in § 14 of these General Terms and Conditions.

**12.6** The mere provision of supplementary performance by the Supplier shall not constitute an acknowledgement of the defect claimed by the Customer, irrespective of the scope of the supplementary performance. Only the legal representatives of the Supplier and its authorised proxy holders ("*Prokuristen*") are entitled to make any acknowledgements.

**12.7** The warranty shall not apply if the Customer modifies the goods or has them modified by a third party without the Supplier's consent and the rectification of the defect becomes impossible or unreasonably difficult as a result. In any case, the Customer shall bear the additional costs of remedying the defect resulting from such modification.

**12.8** In case of a proven defect in title, the Supplier will perform a supplementary fulfillment by means of granting the Customer a legally indisputable possibility of usage of the Goods or – according to the choice of the Supplier – on substituted or modified equivalent goods. If the Supplier does not succeed to do so within an adequate period of time the Customer is entitled to withdraw from the Contract or to reduce the purchase price adequately. Under the aforementioned conditions also the Supplier shall be entitled to withdraw from the Contract. Potential damage claims are subject to the restrictions as further specified in § 14 of these General Terms and Conditions.

**12.9** If the Customer is an Entrepreneur the following provisions shall additionally apply:

**a)** The Customer shall not be entitled to claim costs in connection with supplementary performance, rescission or claims settlement, in particular installation and dismantling costs, test, validation, transport, travel, labour and material costs (i) to the extent that such costs were incurred as a result of the Goods delivered by the Supplier having been taken to a location other than the agreed place of performance after the transfer of risk, unless the relocation of the Goods corresponds to their intended use and the Supplier is aware of this, or (ii) if the Customer was aware or could have been of the defect in question at the moment in which the costs were incurred, i.e. generally at the time of their delivery, however at the latest at the moment of the installation, processing or modification of the Goods.

**b)** In case the Customer has installed the Goods in accordance with the Goods' type and intended use, into another object or attached the Goods to another object, he may claim reimbursement of his necessary costs for the dismantling of the defective Goods and the installation or mounting of Goods free from defects ("*dismantling and installation costs*") only in accordance with the following provisions:

- Only such dismantling and installation costs shall be deemed necessary which directly result from the dismantling and/or removal of the defective Goods and the installation and/or mounting of identical Goods, have been incurred on the basis of customary market conditions and have been proven by the Customer vis-à-vis the Supplier by suitable documents (at least) in textual form.
- Any additional costs of the Customer regarding consequential damages such as e.g. loss of profit, down time costs or additional costs for replacement purchases do not qualify as dismantling and installation costs and, therefore, are not deemed recoverable pursuant to § 439 para. 3 BGB.
- The Customer is not entitled to request any advance payments for dismantling and installation cost or other expenses required for the remedy of the defective delivery.

**c)** Any recourse rights of the Customer pursuant to § 478 BGB remain unaffected. However, recourse rights pursuant to statutory law only exist if and to the extent that the Customer has not

made any agreements with his customers which exceed the warranty claims provided for by statutory law and insofar as the defect was notified in due time in accordance with § 8 of these General Terms and Conditions.

d) The delivery of used Goods shall be made under exclusion of any warranty.

e) In the event of any unjustified complaints, the Supplier reserves the right to charge the Buyer for reasonable travel, freight and handling costs as well as other reasonable inspection expenses.

## § 13 Third Party Intellectual Property Rights

If the Customer is an Entrepreneur, the following shall apply:

**13.1** The Customer shall notify the Supplier of any and all claims asserted by third parties infringing with the Customer's possibility of usage immediately and exhaustingly in writing. Already now, he authorizes the Supplier to solely conduct judicial or extra judicial legal disputes with the third party. If the Supplier exercises such right, which is exclusively in his discretion, the Customer must not recognize the claims of the third party without the consent of the Supplier and the Supplier is obliged to ward off the claims on his own expense and to hold the Customer harmless of any costs and damages deriving from such defense, unless they are based on a conduct of the Customer which qualifies as a breach of his obligations.

**13.2** In the event of the infringement of rights by Goods delivered by the Supplier but manufactured/supplied by another manufacturer/supplier the Supplier shall, at its own discretion, either enforce its claims against this manufacturer and/or supplier for the account of the Customer or assign any such claims to the Customer. In such case any claims against the Supplier in accordance with the conditions contained in this § 13 shall only exist if the judicial enforcement of the aforementioned claims against the manufacturer and/or supplier was unsuccessful or is deemed to be without prospect, for example due to insolvency.

**13.3** The Customer shall not be entitled to any claims for defects in title if (i) the Supplier has manufactured the Goods in accordance with drawings, models or other descriptions or information provided by the Customer and the Supplier did not know or did not need to know that any industrial property rights of third parties were infringed in connection with the Goods developed by the Supplier or (ii) the infringement of industrial property rights of third parties was caused by the fact that the Customer arbitrarily modified the Goods after delivery or used them in a manner not in accordance with the Contract. In the aforementioned cases, the Customer shall be liable vis-à-vis the Supplier for any infringements of industrial property rights that have already occurred or will occur.

## § 14 Liability

**14.1** The liability of the Supplier for compensation of damages, regardless of legal grounds, in particular due to impossibility, default, defective or incorrect deliveries, breach of contract, infringement of duties during contract negotiations and/or tort shall be restricted in accordance with the following provisions of this § 14 to the extent that the liability of the Supplier depends either on a negligent or intentional conduct:

a) The Supplier shall not be liable for cases of ordinary negligence by its executive bodies, legal representatives, employees or other vicarious agents unless such act is deemed to qualify as an infringement with the cardinal contractual obligations. A contractual obligation shall be deemed cardinal if its observation renders the proper execution of the Contract possible in the first place and if the Customer normally relies on and may trust in its observation.

b) Insofar as the Supplier generally is liable for the compensation of damages in accordance with this § 14.1 such liability shall be restricted to the reasonably predictable damages typical for the contract.

**14.2** The exclusions of and restrictions to liability specified in § 14.1 above shall apply to the same extent for the executive organs, legal representatives, employees and other vicarious agents of the Supplier.

**14.3** The exclusions of and restrictions to liability specified in § 14.1 above shall not be applicable to the liability of the Supplier (i) because of intentional acts or in case of a fraudulent concealment of a defect or in the event of defects the absence of which has been guaranteed by the Supplier, (ii) in case of qualities for which a guarantee was issued, (iii) because of loss of life, physical injury or damage to health or (iv) in respect of claims based on the Product Liability Act ("Produkthaftungsgesetz, ProdHG").

**14.4** Any claims of the Customer regarding the reimbursement of expenses are limited to the amount of the interest which the Customer has in the performance of the Contract.

**14.5** The Supplier shall not be liable for deterioration or destruction or improper handling of the Goods after the moment of transfer of risk.

**14.6** The rules of the burden of proof shall remain unaffected by the provision of this § 14.

## § 15 Statutes of Limitation

**15.1** Subject to the provision of § 15.2 below, the Customer's warranty claims in respect of any defects and defects of title shall become statute-barred, notwithstanding § 438 para. 1 no. 3 BGB (i) in one (1) year if the Customer is an Entrepreneur and (ii) in two (2) years if the Customer is a Consumer, in each case commencing upon delivery; if acceptance has been agreed, the limitation period shall commence upon acceptance. In the event of the delivery of used Goods, the aforementioned claims shall become statute-barred within one year from the aforementioned date if the Customer is a consumer. If a defect has become apparent within the limitation period and if the Customer is a consumer, the limitation period shall however not expire before the expiry of four (4) months after the time at which the defect first became apparent. In cases of subsequent performance, the limitation period shall not start to run again. Other contractual claims of the Customer due to breaches of duty by the Supplier and all non-contractual claims of the Customer shall also become statute-barred after one year, starting with the commencement of the limitation period provided for by law in each case.

**15.2** In derogation from the provisions contained in § 15.1 above the statutory limitation periods shall apply if and to the extent that a) the claim of the Customer against the Supplier is based on § 478 or on §§ 651 and 478 BGB, b) the claim of the Customer against the Supplier is based on the Supplier's or the Supplier's agents' or employees' intentional, fraudulent or gross negligent conduct or c) the claim of the Customer against the Supplier results from any loss of life, injury or loss of health, d) the claim of the Customer against the Supplier is based on the German Product Liability Act, e) the claims of Customer against the Supplier are based on a third party's title in rem which grants any such third party a title to the surrender of the Goods (§ 438 para.1 subpara. a BGB) or f) the claims of Customer against the Supplier are based on the grounds of any title recorded in any register of deeds (§ 438 para.1 subpara. b BGB). The provisions of § 15.1 shall further not apply if the claim is based on a guarantee given by the Supplier in accordance with § 443 BGB, in which case the provisions of § 15.3 hereinbelow shall exclusively apply.

**15.3** The limitation period for claims deriving from any guarantee shall be governed by § 438 BGB, unless a shorter period can be derived from the content of such guarantee.

**15.4** The suspension of the statutes of limitations concerning claims deriving from or in connection with the contractual relationship between the parties according to § 203 BGB shall cease in the moment of the Supplier's or the Customer's refusal to continue negotiating the claim or the circumstances on which the claim is based on. Unless one of the Parties expressly declares in

writing or in textual form that the negotiations have failed, the refusal is deemed to have occurred six months after the dispatch of the last correspondence, the object of which was the claim or the circumstances on which the claim is based on.

**15.5** The provisions of §§ 196, 197 and 479 BGB or any of the provisions of law applicable to the burden of proof shall not be affected by the provisions contained in §§ 15.1 to 15.4 hereinabove.

## **§ 16 Additional Special Conditions for the Performance of Maintenance, Repair and Overhaul Services**

Insofar as the subject matter of the Contract concluded between the Supplier and the Customer is the performance of maintenance or repair or overhaul services on objects of the Customer by the Supplier, the following provisions shall apply in addition to the above provisions:

### **16.1 Scope of the order**

**a)** By placing an order for the performance of maintenance, overhaul or repair services, the Customer at the same time authorises the Supplier to carry out scheduled and unscheduled maintenance and/or inspection work as far as required by aviation law. This may include in particular, without limitation, functional tests, disassembly and non-destructive testing. The prior express consent of the Customer is not required for such purpose. If the subject matter of the order is an aircraft, the Supplier shall also be authorised to carry out ground runs, workshop flights or other work necessary to inspect the aircraft or subject matter of the order without the prior express consent of the Customer. The Supplier shall resort to appropriately qualified personnel for such tasks. The Customer will ensure that these measures are covered by his aircraft insurance and, upon request, shall provide the Supplier with evidence thereof.

**b)** The Supplier shall be entitled, at his sole discretion, to have work carried out by affiliated companies or agents (including independent contractors) as subcontractors, provided that they are duly authorised under applicable aviation law or otherwise comply with regulatory requirements.

### **16.2 Cost estimates and quotations, advance payments**

**a)** Cost estimates of the Supplier are – in contrast to a price quotation – merely a non-binding forecast of the probable costs associated with a service of the Supplier. A cost estimate is not binding; the service will be invoiced in the final invoice according to actual working time and material costs.

**b)** If the Customer wishes a binding price quotation, a price quotation in text form shall be required; in this price quotation, the work and spare parts shall be listed in detail and the respective price shall be indicated. The Supplier shall only owe the professional calculation of the probable costs and shall not assume any warranty for the correctness of the price quotation; the provision of § 649 BGB shall remain unaffected. The Supplier shall be bound by the price quotation until the expiry of three (3) weeks after its submission. The services rendered for the purpose of submitting a cost estimate may be charged to the Customer if this is agreed in the individual case. If an order is placed on the basis of the price quotation, any costs for the price quotation shall be offset against the order invoice.

**c)** If and insofar as the Supplier during the execution of the order deems any other additional work to be necessary or economically reasonable, he shall be entitled to carry this out and invoice such work without separate authorisation provided that the invoice value for the additional expenditure in this respect does not exceed a total of 15% of the previous order volume. If the aforementioned 15% limit is exceeded, the Supplier shall inform the Customer of the additional costs likely to be incurred and carry out the work after a separate order.

**d)** If the performance of services is delayed by more than sixty (60) days after the order has been placed for reasons for which the Supplier is not responsible, the Supplier shall be entitled to adjust the prices adequately to any changes in labour costs, material prices or prices of third-party suppliers.

**e)** The Supplier shall be entitled at any time, also within the framework of an existing business relationship, to fulfil an order in whole or in part only against advance payment or against interim or milestone payments. The Supplier shall state a respective reservation at the latest with the order confirmation.

### **16.3 Deadlines**

**a)** Deadlines specified by the Supplier for the performance of maintenance, repair or overhaul services as a general rule are non-binding estimates, unless they have been expressly specified and confirmed as binding by the Supplier in text form.

**b)** The Compliance with a binding deadline by the Supplier is subject to the fulfilment of all necessary cooperation and obligations by the Customer in full and in due time. This includes in particular, but not exclusively, the timely delivery of the subject matter of the order, including keys and on-board documents, the submission of any necessary authorisations, approvals and clarifications, as well as the answering of any technical queries by the Supplier and also the receipt of any agreed advance payments. If the Customer fails to fulfil the aforementioned obligations or fails to do so in due time, the Supplier shall be entitled to suspend the work and/or extend binding deadlines accordingly. In such a case, the Supplier shall inform the Customer of the expected delay and the new deadline.

### **16.4 Delivery and obligations to co-operate; return delivery**

**a)** The Customer shall deliver the aircraft to be serviced or repaired (or the subject matter of the order) to the Supplier's operating site specified in the order or the order confirmation, at his own expense and risk and at the same time provide all information and documents necessary for the fulfilment of the order.

**b)** Serviced or refurbished/repaired order items shall be made available to the Customer 'Ex Works' (EXW according to INCOTERMS in the most recent version as modified from time to time) at the Supplier's premises specified in the order or the order confirmation, unless the parties expressly agree otherwise in text form.

### **16.5 Material provided by the Customer**

If the Customer provides his own work equipment, parts or materials for the purpose of installation or use within the scope of the order, the Supplier does not provide any warranty for their functionality, compatibility or performance and does not assume any liability for any resulting damage or delays.

### **16.6 Contractual lien; retention of title**

**a)** The Supplier shall be entitled to a contractual lien on the objects which have come into the Supplier's possession on the basis of the Contract due to claims arising from the Contract. If the Customer is an Entrepreneur, the contractual lien may also be asserted on the basis of claims arising from services previously rendered by the Supplier, if and to the extent that they are connected with the subject matter of the Contract; the contractual right of lien shall only apply to any other claims arising from the business relationship with the Customer if and to the extent that such claims are undisputed or have been legally established and if the Customer holds the legal title in the respective object.

**b)** If the object which has come into the possession of the Supplier on the basis of the order is an aircraft registered in the aircraft register, the Customer herewith agrees to the creation of a registered lien in the aircraft to the extent described in lit. a) above and to the registration of a respective registered lien in the register for liens on aircraft.

**c)** Insofar as installed or mounted spare parts or accessories have not become essential components of the aircraft, the Supplier shall retain title thereto until full settlement of the Supplier's claims in corresponding application of §§ 6.1 and 6.2 of these General Terms and Conditions.

**d)** Parts removed and not reinstalled in accordance with the order placed shall pass into the ownership of the Supplier unless the parties have agreed otherwise in text form or the Customer

has expressly requested their return prior to or upon placing the order. Removed parts shall be scrapped or labelled as non-air-worthy in accordance with standard industry practice.

#### **16.7 Notification of completion; acceptance**

a) The Supplier shall notify the Customer of the completion of the work.

b) At the Supplier's request, the Customer shall be obliged to formally accept the Supplier's performance. Acceptance shall generally take place at the Supplier's operating site as specified in the order or order confirmation on his premises or at the place where the performance was rendered – if outside the Supplier's premises. At the request of only one party, an acceptance protocol shall be drawn up and signed by both parties.

c) In the absence of a formal acceptance procedure in accordance with lit. b) above, the contractual performance of the Supplier shall be deemed to have been accepted upon hand-over to the Customer or his authorised representative.

d) If the performance is not in accordance with the terms of the contract and the Customer, therefore, legitimately refuses the acceptance or if acceptance only takes place subject to the rectification of defects specified in a protocol, the Supplier shall be obliged to provide the contractual performance without undue delay and to rectify any defects (stating the expected duration of the rectification of defects) and to notify the Customer of the rectification of defects after completion of the rework.

#### **16.8 Assumption of risk in relation to the object and default of acceptance**

a) The risk of accidental loss (total loss) or deterioration (damage) of the object or loss for which an external third party is responsible shall only be borne by the Supplier insofar as the risk of total loss or damage is covered by one of the general insurances taken out by the Supplier. However, the Supplier will not take out separate insurance cover for the objects of the order handed over by the Customer. The risk of insurance coverage regarding the object during the execution of the order shall be borne by the Customer.

b) In any case the risk of total loss or damage shall pass to the Customer at the latest as soon as the object is handed over to the Customer or to a third person at the Customer's request on the premises of the Supplier or at a third location, or is made available for collection there and the Customer is notified thereof.

c) Claims to which the Supplier is entitled against a third party due to the destruction or deterioration of an item shall be assigned by the Supplier to the Customer upon request.

d) The Customer shall be in default of acceptance of the object if he does not take possession of the object within seven (7) working days after he has been notified of completion. In case of repair work carried out within one working day, the aforementioned period shall be reduced to two (2) working days.

e) If the Customer is in default with the collection or acceptance of the subject matter of the order, he shall bear the costs for the additional expenses of the Supplier resulting therefrom (storage and warehousing costs, etc.). If the object is damaged or destroyed after default in acceptance has materialized, the Supplier shall only be liable in the event of total loss of or damage to the object of the order insofar as this was caused by him intentionally or gross negligently.

#### **16.9 No liability of the Supplier for any contractual penalties to be borne by the Customer**

The Supplier shall not be liable for any contractual penalties / liquidated damages to be borne by the Customer vis-à-vis any third parties arising from or in connection with the services performed by the Supplier, in particular – without limitation – insofar as the Supplier acts as a subcontractor for the Customer, unless the parties expressly deviate from this provision in individual cases in text form with reference to this provision.

#### **§ 17 Place of Performance, Jurisdiction, Applicable Law**

**17.1** The place of performance for all obligations deriving from the Contract is the place of the delivering factory or the warehouse of the Supplier. If the Customer is an Entrepreneur, for all lawsuits, also in respect of a bill or cheque lawsuit, the courts of the principle place of business of the Supplier, i.e. Hünxe, Germany, shall have exclusive jurisdiction.

**17.2** The Contract is subject to German Law under exclusion of the conflict of law provisions. The Vienna UN-Convention of April 11, 1980 on Contract for the International Sale of Goods (CISG) as well as other bilateral or multilateral agreements serving the standardisation of international sales shall not apply. The statutory provisions on the limitation of the choice of law and on the applicability of mandatory provisions, in particular of the country in which the customer who is a Consumer has his habitual residence, shall remain unaffected.

#### **§ 18 Final Provisions**

**18.1** Previous General Terms and Conditions of the Supplier are herewith rendered invalid.

**18.2** The Supplier stores personal data of the Customer within the scope of business transactions or transmits, uses, changes and deletes these in accordance with the applicable data protection regulations, in particular the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and the European General Data Protection Regulation (DS-GVO).

The English text of these General Terms and Conditions is a convenience translation only and the German version of the Supplier's Sales and Delivery Conditions which will be made available upon demand of the Customer shall be the decisive and legally binding version. In case of any inconsistency between the German and this English version of the Supplier's General Terms and Conditions Conditions, the German version shall always take precedence and prevail.

Extra Aircraft Maintenance GmbH

Hünxe, 08.29.2025