



General Purchasing Terms and Conditions
Aviatec Global Aviation GmbH & Co. KG

General/Applicability

These requirements are applicable to all vendors and their services provided to Aviatec Global Aviation GmbH & Co. KG (Aviatec Global Aviation), whether Manufacturer, Distributor or Service Provider. In case that vendor terms and condition are divergent or dissimilar from Aviatec Global Aviation Purchasing Terms and Conditions these shall only be valid if they have been particularly accepted in writing by Aviatec Global Aviation.

Approvals of vendors by Aviatec Global Aviation is facilitated by completion of a questionnaire and acceptance of these requirements by the vendor. In addition quality audits or other forms of evaluation may be used at the discretion of the Aviatec Global Aviation Quality Department.

Purchase Order and Order Acknowledgements

The Aviatec Global Aviation Purchase Order encloses a comprehensive description of the items to be supplied, the price and the fixed delivery date. The item price stated in the purchase order is binding and includes packing, certification and value added tax if applicable. If not otherwise agreed no delivery charges will be accepted by Global Aviation and Industry Services

The vendor should send an order acknowledgment (purchase order confirmation) within maximum two (2) business days of receiving the Aviatec Global Aviation purchase order. After this period Aviatec Global Aviation reserves the right to cancel the purchase order at no cost to Aviatec Global Aviation. After this period of time the Purchase Order is considered to be accepted including all conditions shown on it.

No deviation from the purchase order will be accepted without written permission from Aviatec Global Aviation. Should the vendor be unable to meet all of the requirements of the order they should inform the Aviatec Global Aviation Purchasing Department immediately. If the deviation is considered acceptable the vendor will be informed by an amended purchase order.

The vendor invoices should be sent in duplicate. The vendor shall indicate on the invoices, shipping documents and delivery notes the Global Aviation & Industry order number, order date, references to ordered quantity, batch or Lot number, specification number and its vendor number. To the extent that this is not done, Aviatec Global Aviation shall not be responsible for delays that result.

Delivery

The delivery schedule stated in the purchase order is firm and binding. All delivery times begin from the date of the order. If the vendor determines it is not able to meet the delivery date, Aviatec Global Aviation must be immediately notified in writing. If the vendor fails to deliver all items in accordance with the purchase order requirement or delays occur in making delivery Aviatec Global Aviation may at its option cancel this purchase order or any part thereof without incurring any obligation or liability to Seller and at no cost to Aviatec Global Aviation.

In case of a delay by the vendor, Aviatec Global Aviation is entitled to demand compensation for the delay, including the right to demand damages for liability to its customers if Aviatec Global Aviation cannot deliver on time resulting from delays on the part of the Supplier, as well as any standard industry contractual penalties that Aviatec Global Aviation must pay to its customers due to the delay. All other statutory claims are not affected.

Partial delivery is only permitted with the written approval of Aviatec Global Aviation.

Packaging



Regarding the Air Transport Association of America (ATA 300) and/or International Air Transport Association (IATA) Dangerous Goods Regulations all ordered items shall be packed in accordance these guide lines.

Delivery Terms

Unless otherwise specified in the purchase order, the goods shall be delivered by the vendor DDP (within the EU) or DAP (outside of the EU) to the destination named by Aviatec Global Aviation. Incoterms2010 shall be applicable.

Traceability

Material supplied to Aviatec Global Aviation must be traceable back to source. All ordered items shall be accompanied by documents showing full traceability of the items to the original manufacturer or approved source. Records are to be maintained tracing all materials used in the manufacturer of each batch of product back to the original supplier of the materials. These records must be maintained for a minimum period of ten (10) years. Material shall be Factory New (FN). Shelf life limited items shall have at least eighty percent (80%) if not expressly accepts by Aviatec Global Aviation in written.

Inspection & Deviations

Following receipt of the goods, Aviatec Global Aviation shall be obliged within a reasonable amount of time to examine the goods for possible deviations of quality and quantity. Notification of defects must be made within a reasonable period minimum ten (10) working days. Aviatec Global Aviation has the right to reject all, or any portion, of the delivered goods which in Aviatec Global Aviation reasonable opinion is defective or inferior in quality of material or design. The vendor, at its expense, will immediately replace the rejected items to meet the agreed delivery schedule or cancel the Purchase Order.

Warranty

The vendor warrants that the products will conform to the Aviatec Global Aviation Purchase Order, will be fit and sufficient for the purpose intended, or satisfactory quality, merchantable, and free from any defects in material or design for a period of twelve (12) months after being placed in operation, or twenty four (24) months from date of delivery of the products or completion of the work, whichever occurs first

Compliance with law and regulations

The goods supplied must match the national and international legal provisions in force, regulations and directives of the government, security agencies of the government and trade associations, and with the latest technology and specifications, data, standards and quality requirements in the particular purchase order, in particular for export control (ITAR, EAR, the EU) or national regulations and environmental regulations (REACH, CLP, ROHS). The Supplier shall inform Aviatec Global Aviation in writing of any limitations on the use and reporting of customs duties for the goods supplied.

Applicable Law

The relationship between Aviatec Global Aviation and the vendor is governed by German law. Any dispute regarding the existence, validity, interpretation, performance, termination of agreements shall be in the jurisdiction of the Commercial Court of Kiel, Germany even in cases of multiple defendants or call of guarantee.

Severability

If any provision of these terms of purchase or any provision under other agreements are invalid or become invalid, the validity of the other provisions or agreements would not be affected.