



General Terms and Conditions of Sale

Aviatec Global Aviation GmbH & Co. KG

General/Applicability

The following requirements define the terms and conditions to all offers and orders of products and services and to all agreements with Aviatec Global Aviation GmbH & Co. KG (Aviatec Global Aviation).

The applicability of terms and conditions of other third parties or customers of Aviatec Global Aviation GmbH & Co. KG is hereby definitely excluded. Regulations that deviate from these terms and conditions can be referred by the Customer only if and to extent that these regulations are accepted by Aviatec Global Aviation GmbH & Co. KG in writing.

Quotations, Orders and Agreements

All Quotations from Aviatec Global Aviation are non-binding. Unless otherwise stated all offered prices will be valid for 30 days. Aviatec Global Aviation takes out the right that stock is subject to prior sale. Orders and acceptance of quotations by the customer are irrevocable. A customer placed purchase order acknowledged by Aviatec Global Aviation cannot be cancelled by the customer without Aviatec Global Aviation written permission. Customer is fully liable for any applicable cancellation charges up to the sales price incl. charges of the parts and/or services ordered.

Only fixed written orders are binding. Verbal engagements or agreements by or with Aviatec Global Aviation staff do not bind Aviatec Global Aviation apart from and insofar as Aviatec Global Aviation confirms these in writing. These terms apply to any agreement changes.

Unless otherwise stated, amounts include the cost of standard packaging and the certificate of conformity. The price of the goods shall exclusive of any value added tax which amount the buyer will pay in addition. Aviatec Global Aviation reserves the right to charge packing costs according to expenditures for orders below one hundred fifty EURO (150€).

Delivery Times and Terms

Delivery Terms are FREE CARRIER Henstedt-Ulzburg (FCA) as referred to in the INCOTERMS2010 unless stated differently. All shipment and delivery dates are approximate dates only. Aviatec Global Aviation has the right to deliver products or services in part and/or services ordered. For consequences of delays in delivery, including resulting demands, Aviatec Global Aviation shall not be held responsible by the customer or other third parties.

Acceptance

The customer is obliged to take physical acceptance of the goods at the agreed location at the time of arrival. Complaints, claims and losses regarding the goods or short-shipments are to be made within ten (10) days after receipt of the goods. After this period goods are considered accepted. Replacement, repair or reimbursement can only take place after written confirmation by Aviatec Global Aviation.

Payment

Payment must take place within thirty (30) days after the invoice date unless agreed otherwise. Aviatec Global Aviation has however at all times the right to claim full or partial payment in advance and/or otherwise to obtain security for payment. The customer waives any right to set off amounts charged by and between parties. Warranty claims do not suspend the payment obligations of the customer.

Reservation of Ownership

The property in the goods delivered shall remain the property of Aviatec Global Aviation GmbH & Co. KG (reservation of title goods) and shall not pass to the customer until he has made payment in full of all sums due to ourselves under this or any other contracts between Aviatec Global Aviation GmbH

& Co. KG and the customer. Until then, the goods shall not be pledged nor transferred as security. The customer must immediately inform us in the event of attachment, impounding or other measures by third parties. The customer is liable for any costs or actions of intervention.

As long as the property of the goods remains the property of Aviatec Global Aviation GmbH & Co. KG, we shall be at liberty at any time to retake possession thereof and for that purpose to enter upon any premises of the customer. The customer shall insure the goods in the joint names of the customer and Aviatec Global Aviation GmbH & Co. KG. If, prior to the passing of the property of the goods to the customer, he shall make any addition or alteration in the goods or process or incorporate in other goods, the ownership of the goods as added to, altered, processed or incorporated in shall remain ours. Should the customer dispose the goods supplied, irrespective of their state, he assigns to us by acceptance of these conditions all proceeds, claims and ancillary rights he may obtain by reason of such disposal. The assignment is limited to the proportional amount, with precedence over all other rights of the respective claim which corresponds to the purchase price of the goods disposed of, payable when the buyer obtained them from Aviatec Global Aviation GmbH & Co. KG.

Limited Warranty

Goods are warranted only in accordance with the limited warranty of the manufacturer of the goods supplied. Customer acknowledges that Aviatec Global Aviation is passing through to Customer only the manufacturer's warranty for the goods and that Customer and the ultimate purchaser shall look solely to the manufacturer of the goods for all warranty claims, defects and the like. Customer hereby waives, releases and renounces all other warranties, guarantees, representations, obligations and liabilities of Aviatec Global Aviation and acknowledges that the Customer MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED AND MAKES NO WARRANTIES OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. In case of defects for which claims are submitted in a timely fashion, Aviatec Global Aviation will at its own option either redeliver conforming goods to customer at no cost, or credit the customer as far as reasonable in whole or in part the invoice value of the goods in question.

Liability and Indemnity

In no event shall either party be liable for, nor shall either party recover for any incidental or consequential losses, expenses or damages, except that the customer shall indemnify and hold Aviatec Global Aviation harmless for all losses, expenses and damages claimed or incurred by third parties, which may occur in connection with the goods sold or use of the goods. The customer shall look solely to the manufacturer as to any alleged patent, copyright or trademark infringement claims. Aviatec Global Aviation' sole and exclusive maximum liability, whether based in contract, tort, or otherwise, shall not in any event exceed the purchase price actually paid by the customer for the particular goods at issue.

Force Majeure

Aviatec Global Aviation reserves the right to defer the date of delivery or to cancel the contract without liability or reduce the goods quantity ordered by the customer (without liability to the customer) if it is prevented from or delayed in the carrying on its business due to circumstances beyond the reasonable control of Aviatec Global Aviation including, without limitation, governmental actions, war, terrorism, national emergency, riot, fire explosion, flood, strikes, lock out or other labor disputes, failure of energy sources or transport network, acts of God, import restrictions, or restraints or delays affecting carries or delay in obtaining supplies or adequate or suitable materials.

Confidentiality

All documents and/or pricing and other trade related information submitted by Aviatec Global Aviation in any form whatsoever, including hardcopy or electronic medium, in connection with quotations or orders, will remain property of Aviatec Global Aviation. Under no circumstances is it

allowed to show, hand out, copy or submit such to third parties without express prior written consent by Aviatec Global Aviation.

Applicable law

All sales and service agreements between Aviatec Global Aviation and its customer are subject to German law. The application of the UN Convention of Contracts for International Sales of Goods is excluded. Any dispute arising out of these terms shall be within the exclusive jurisdiction of the commercial court of Kiel, Germany.

Compliance with law and regulations

Customer shall prevent the sale, assignment or transfer of parts or services to persons, which are denied, debarred or sanctioned by the United Nations or by the governments of the USA, European Community or Germany. Upon request, customer informs Aviatec Global Aviation about the final end-user, the application of the goods and the other parties involved in the transfer of the goods to the end-user. Aviatec Global Aviation is allowed to cancel the order from its customer, without being held liable for any cancellation charges including penalties of customers and further third parties, when the supply of the goods (directly or indirectly) is prohibited by the United Nations or by the governments of the USA, the European Union or Germany or when customer does not provide the requested end-user data.

REACH

In the event that REACH Regulation No. 1907/2006 applies and if customer makes a new use known to Aviatec Global Aviation according to Art. 37.2 in order to extend the scope of registration of these goods, its chemical elements and/or its compound as well as each mixture or solution supplied as defined by Art 3.1 and Art. 3.2, it shall be responsible for providing all information and data which are necessary for the update of the registration and bear any related additional costs.

Severability

In case one or more provisions of these terms and condition would be invalid or unenforceable, the invalid or unenforceable part or provisions shall be replaced by a provision which accomplishes, to the extent possible, the original intent of such part or provision in a valid and enforceable manner. Failing such replacement, Aviatec Global Aviation shall have the option to cancel the entire transaction or proceed based on the other provisions which remain valid.