

## General Terms and Conditions

### 1. Scope of application

1.1 The General Terms and Conditions of Aircraft Cabin Modification GmbH – hereinafter ACM – apply to all contracts for supplies and services, including contracts for labour and materials, in regard to companies, legal persons under public law or special funds under public law, within the meaning of Section 310 paragraph 1 of the German Civil Code (BGB). This also applies even if the customer has communicated its own, deviating general terms and conditions.

1.2 The General Terms and Conditions also apply to all future business with the customer, insofar as this involves legal transactions of a similar nature.

1.3 All deviating agreements require to be in writing and be signed by an authorised person from ACM in order to be effective. The same applies for the annulment of agreements or the annulment of the written form requirement. In this respect, the double written form requirement applies.

1.4 Verbal agreements are only binding on ACM if ACM confirms these in writing.

### 2. Offer and conclusion of contract

2.1 ACM's offers are always non-binding. Any verbal agreement by an employee may first be considered binding after express and demonstrable written confirmation.

2.2 Information contained in brochures, flyers, price lists or other documentation is always non-binding, unless expressly declared as binding in the order confirmation. The order confirmation for the content and scope of the delivery is decisive, also if it deviates from the customer order and the customer does not object to its content immediately.

### 3. Confidentiality

3.1 ACM retains ownership and copyright of all documents provided to the customer in connection with the placement of the order, e.g. prices, calculations, drawings or other confidential documents. This means all that all information provided to the customer must be handled confidentially, unless ACM expressly communicates that these need not be handled confidentially.

3.2 If ACM does not accept the customer's offer within two weeks, these documents must be returned without delay.

3.3 In addition to 3.1, it applies particularly in the case of utility models, that the customer is not entitled to the following actions without ACM's express approval:

- a.) The dissemination of the design and construction, including to third parties.
- b.) The transfer of the utility model or depictions thereof to third parties.
- c.) The use of the model for the customer's own production.
- d.) The copying or emulation of the design or any other violation of copyright, including by third parties.

3.4 If the customer culpably violates the obligations mentioned in 3.3 above, it shall be obligated to pay an appropriate contractual penalty, to the exclusion of the plea of continuation of the offence, of up to 250,000 EUR for each case of violation.

#### **4. Financial conditions**

4.1 Unless otherwise agreed in writing, all prices apply net and ex works, excluding packaging, shipping, fees and excluding VAT in the statutorily applicable amount. Any applicable taxes shall be borne by the customer.

4.2 The costs of packaging and shipping shall be borne by the recipient. Payment of the purchase price must be made exclusively to the bank account specified below.

4.3 For international customers, all deliveries and services are payable in advance. For customers in Germany, the purchase price must be paid within 10 days after delivery, unless otherwise agreed.

4.4 Default interest will be charged in accordance with Section 288 paragraph 2, currently in the amount of 9 percentage points above the basic rate p.a. A lump-sum fee of 40.00 EUR will be charged in addition. The right to assert higher default damages is reserved.

4.5 In the case of repeated exceedance of the credit limit, the company may, after informing the customer, adjust the payment targets and impose the suspension of deliveries until all invoices are paid. The amount of the credit limit extended to each customer should reflect the security requirements of the company's invoice.

4.6 The deduction of discounts is permissible only in the case of written, specific agreement.

4.7 To the extent that no fixed price agreement has been concluded, reasonable price adjustments due to changes in wages, materials and operational costs for deliveries, currency fluctuations and other costs such as energy or waste removal costs are subject to written consultation with the customer.

#### **5. Deliveries**

5.1 ACM's obligation to deliver is subject to it receiving proper delivery itself, provided that ACM is not itself responsible for any delay. The start of the delivery period stated by ACM is also subject to the timely and proper fulfilment of the customer's obligations.

5.2 All delivery dates may only be considered binding by means of our written order confirmation. The time of dispatch ex works is decisive for the adherence to deadlines. Deadlines shall become effective upon notification of readiness for dispatch.

5.3 Should damages be incurred due to delay in delivery caused by ACM, the customer is entitled to statutory compensation for any delay.

5.4 Insofar as no intent or gross negligence is involved, further claims for damages or reimbursement of expenses by the customer against ACM are excluded.

5.5 The company is not responsible for an unforeseeable delay due to force majeure and other events that could not be foreseen by the company at the time of conclusion of the contract and which make the agreed performance impossible for it, at least temporarily, or make adherence to the delivery dates unreasonable.

5.6 For customers with their head office in the Federal Republic of Germany, claims by a customer in accordance with Section 94 of the Insolvency Act (Insolvenzordnung) become due upon the opening of insolvency procedures, even if these were otherwise not yet due.

5.7 In the case of breaches of duty by the customer, such as payment or other obligations, follow-up deliveries may be delayed in accordance with the right of retention of Section 273 of the BGB, until the settlement of these commercial or technical issues.

5.8 If the customer falls into default of acceptance or breaches other duties of cooperation, ACM is entitled to claim compensation for damages incurred in this respect, including any additional expenses. Further claims are reserved. Insofar as the above criteria exist, the risk of accidental loss or accidental deterioration of the purchase object transfers to the customer at the point that it falls into default in acceptance or debtor's delay.

#### **6. Transfer of risk in dispatch**

6.1 If the goods are sent to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods is transferred to the customer upon dispatch to the customer, at the latest upon the goods leaving the business premises. This applies irrespective of whether the goods are sent from the place of performance, or whoever pays the transport costs.

6.2 If transport in the usual form is demonstrably impossible through no fault of ACM, ACM is entitled to deliver in an alternative way, invoicing any reasonable additional costs resulting thereof to the customer. This is subject to the customer being informed in writing in advance.

#### **7. Retention of title**

7.1 ACM retains title to the delivered goods until full payment for all claims arising from the contract has been made. This also applies to all future deliveries and services, even if no specific reference is made by ACM in this regard. ACM is entitled to repossess the purchase object at any time if the customer is in breach of contract.

7.2 The customer is obliged to take proper care of the goods until transfer of ownership. It undertakes, in particular, to adequately insure them at their replacement value against theft, fire and water damage, at its own expense.

7.3 Prior to the transfer of ownership, the customer must promptly notify us in writing if the goods are attached, or subject to another type of seizure, by a third party. If the third party is unable to reimburse the judicial and extrajudicial costs of an action as per Section 771 of the Code of Civil Procedure (ZPO), the customer shall be liable for the resulting loss.

7.4 If the customer is in breach of contract, for example default of payment, ACM is entitled to withdraw from the contract and to require the return of the goods from the customer. In the case of the return of the goods, ACM is entitled to invoice the customer for the incurred loss in value.

#### **8. Warranty and defect claims as well as recourse/manufacturer recourse**

8.1 The warranty rights of the customer assume that the customer has properly met its inspection and claim reporting duties due under Section 377 of the German Commercial Code (HGB). Discovered defects must be substantiated in writing immediately after their discovery. If the customer fails to produce immediate, timely, written notification, any claims for such defects are excluded.

8.2 Warranty claims by the customer lapse 12 months after successful delivery.

8.3 For claims for damages due to intent or gross negligence, as well as in the case of injury to life, body and health, which can be attributed to an intentional or negligent violation of the duties of the user, the statutory limitation period applies.

8.4 The customer is obliged to inform ACM of any defects, in writing, immediately after delivery. Generally, the opportunity to provide rectification performance within a reasonable period must be given.



8.5 There will be no claims for defects in the case of only slight variation from the agreed quality, in the case of only slight impairment of serviceability, where there is natural wear and tear, or in the case of damage, which occurs after the transfer of risk as a result of improper or negligent use, excessive stress, unsuitable operating equipment or by virtue of particular external influences, which are not presupposed by the contract. If repair work or modifications are carried out improperly by the customer or a third party, claims for defects cannot be asserted for these or the resulting consequences.

8.6 Any claims by the customer for expenses incurred for the purpose of rectification, in particular costs for transportation, travelling, labour and material, are excluded to the extent that the expenses have increased due to the fact that the delivered goods have been transferred to a place other than the branch office of the customer, unless such transfer corresponds to their intended use.

8.7 ACM is not liable for providing materials which the customer delivers itself. With regard to third-party deliveries, ACM can limit its liability to the assignment of the warranty claims it is entitled to, against the sub-contractors.

#### **9. Place of performance and jurisdiction**

Place of performance and jurisdiction for deliveries and payments (including cheques and bills of exchange), as well as all disputes between us and the customer arising from the contracts concluded between it and us, is our company headquarters. We are entitled, however, to sue the customer at its business location. The relationship between the contractual parties is regulated exclusively in accordance with the law applicable in the Federal Republic of Germany. The application of the CISG is excluded. All agreements made between the parties for the purposes of executing this contract are laid down in writing in this contract.

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