

## General Terms and Conditions of Elbe Flugzeugwerke GmbH for Sales within Germany

### 1 Scope of Application

- 1.1 The general terms and conditions for sales contained herein (the "Terms") shall apply to all quotations and sales made by Elbe Flugzeugwerke GmbH, a Gesellschaft mit beschränkter Haftung (GmbH) created and existing under the laws of the Federal Republic of Germany, registered at the Local Court in Dresden, Germany, under the Company Registration No. HRB 1378, with its Head Office at Grenzstrasse 1, 01109 Dresden, Germany (hereinafter "EFW") concerning the products and services directly or indirectly supplied by EFW (the "Products" and "Services").
- 1.2 The validity of any customer (the "Customer") general terms and conditions, especially Customer's standard terms and conditions of purchase, is herewith expressly refuted.
- 1.3 Deviations from these Terms require the explicit written approval of EFW.

### 2 Offer and Acceptance

- 2.1 EFWs quotations are non-binding offers but must be seen as invitations to Customer to submit a binding offer. The provision of samples and specimens is for information purpose only and does not in any case constitute an offer.
- 2.2 The Products and/or Services shall be subject to due ordering (offering) by the Customer and order acceptance by EFW in writing. In case EFW's order acceptance differs from the offer of the Customer, such acceptance constitutes a new non-binding offer of EFW.
- 2.3 The Customer commits to order Products and/or Services amounting to a minimum order value of 250 EUR.

### 3 Documentation

Any documents such as pictures, drawings, details of weights and dimensions, calculations, etc. that EFW has transferred or made available to the Customer shall not be deemed to be a constituent part of the accepted order, unless it is expressly stated by EFW that they are included. EFW also reserves the right to make changes in the technical concept underlying the subject-matter of the relevant order, if this will not impair the quality and specification profile of the Products and/or Services defined in the order.

### 4 Prices

- 4.1 Prices and charges shall apply exclusively as quoted in EFW's order acceptance.
- 4.2 All prices shall be understood net and in accordance with the trade term agreed in the contract. Such trade term (hereinafter "Trade Term") shall be interpreted in accordance with the

INCOTERMS in force on the date the contract is concluded. Prices are subject to VAT however exclusive of packing, unless otherwise agreed in writing.

- 4.3 Unless quoted as a fixed price for a specific period or agreed otherwise in writing, EFW may adjust all prices to the general cost trend (in particular to labour agreements, material and manufacturing costs alteration as well as significant exchange rate fluctuations).

### 5 Terms of payment

- 5.1 Payment shall be made no later than thirty (30) calendar days from the date of invoice. All payments shall be deemed to have been effected if and when they have been irrevocably credited for EFW's free disposal to EFW's bank account.
- 5.2 Failure to pay the purchase price by the due date causes the Customer to be in default without any further reminder by EFW.
- 5.3 If any payment due to EFW is not received on the due date, without prejudice to EFW's other rights at law, EFW shall be entitled:
  - a) to cease deliveries to the Customer until all outstanding and due payments arising under the business relationship have been effected, and
  - b) to claim default interest at the rate defined by law.
- 5.4 The Customer shall not be entitled to retain or set off payments due to EFW in respect of counterclaims except such claims are undisputed or legally valid. The Customer is entitled to exercise its retention rights only to the extent such rights are based on the same transaction.
- 5.5 If a substantial deterioration occurs in the financial circumstances of the Customer after the contract has been concluded or if circumstances become known to EFW that put at risk payment by Customer in total or in due time, EFW may, notwithstanding its other rights provided for by law, refuse to perform its obligations under the contract until full payment of due debts has been effected or Customer has provided sufficient security for debts not yet due.

### 6 Delivery

- 6.1 Delivery shall be effected as agreed in the contract. General Trade Terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded.
- 6.2 Unless otherwise agreed, the delivery shall be made "ex works" (EXW), Dresden.
- 6.3 EFW is entitled to make partial deliveries provided that this is reasonable for the Customer.

## **7 Lead Time**

- 7.1 Lead times shall only be binding if they have been agreed to by EFW in writing.
- 7.2 Adherence to the lead time shall be subject to clarification of all commercial and technical questions by Parties and Customer having fulfilled in due time all its obligations under the contract. The delivery time will be extended – notwithstanding EFWs other rights due to delay of the Customer – by the specific period for which the Customer falls short of its obligations under the contract.
- 7.3 In the event of despatch being delayed at Customer's request, EFW will demand reimbursement of any expenses incurred. If the Products are stored at EFWs premises, the storage fee shall amount to 0,5% of the total purchase price per week of storage or part thereof, but in no case more than 5%. The Parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.
- 7.4 If EFW delays delivery, the Customer shall be entitled to claim liquidated damages for delayed delivery in so far as it can be proved that the delay has been caused through the fault of EFW and that the Customer has suffered a loss as a result of such delay.  
The liquidated damages shall be 0,5% for each full week of delay, with a maximum liability of 5% of the purchase price corresponding to such part of the Products or Services in delay. EFW's liability shall be limited to compensation for typical, foreseeable damages.  
  
Any further liability on the part of EFW on account of delay shall be excluded subject to the provisions in clause 13.1.
- 7.5 After reaching the maximum liquidated damages for delay in delivery, the Customer may rescind the contract only upon unsuccessful expiry of a period of time set to EFW to effect the delivery, provided that the obstruction is not temporary, the delay is unreasonable to the Customer and EFW is responsible for such delay.  
In any event, exercising the right of rescission of the contract shall constitute a waiver by Customer of any claim for damages.

## **8 Transfer of Risk**

- 8.1 The risk of loss or random deterioration will be transferred to the Customer corresponding to the agreed Trade Term.
- 8.2 In the event of delivery being delayed due to circumstances attributable to the Customer, the risk shall be transferred on the date of EFW's notification of the readiness for shipment respectively readiness for acceptance.

## **9 Receipt**

Without prejudice to its rights under clause 11 of these Terms, the Customer shall take delivery,

respectively acceptance, even if the Products and/or Services show minor deficiencies.

## **10 Retention of Title**

- 10.1 EFW retains title to the Products delivered to the Customer until receipt by EFW of full payment of the entire price including principal and interest, if any. In addition EFW retains title to the Products delivered until all other outstanding debts arising out of the entire business relationship with the Customer have been completely paid.
- 10.2 During the period of retention of title the Customer shall at its own cost maintain the supplies and insure them for the benefit of EFW against theft, breakdown, fire, water and other risks. It shall further take all measures to ensure that EFWs title is in no way prejudiced.
- 10.3 The Customer is not allowed to pledge the Products in which title is retained by EFW, nor to offer them as security. In the event of any distraint, confiscation or any other impairment by third parties of Products and Services supplied by EFW with retention of title, Customer shall inform EFW immediately so that it can enforce its property rights. If the third party is unable to reimburse EFW for the court and out-of-court costs of an action, the Customer shall be liable for the loss suffered by EFW.
- 10.4 In the event the Customer processes the Products, EFW shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the Customer combines or blends the Products with material which is not property of EFW or the processing involves such other materials, EFW shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the Products to the invoice value (or, if the invoice value cannot be determined to the market value) of the other materials. The Customer shall hold in custody for EFW any sole or joint ownership originating therefrom at no expense for EFW.
- 10.5 The Customer shall have in the ordinary course of business free disposal of the Products owned by EFW, provided that the Customer meets its obligations under the business relationship with EFW in due time. The Customer already assigns to EFW all claims in connection with the sale of Products to which EFW reserves the right of retention of title when concluding the sales agreement with EFW; should EFW have acquired joint title in case of processing, combination or blending, such assignment to EFW takes place in the proportion of the value of the Products with retention of title to the value of the goods of third parties with retention of title. The Customer already assigns to EFW any future confirmed balance claims under current account agreements in the amount of the outstanding claims of EFW when concluding the sales agreement with EFW.
- 10.6 The Customer shall identify on the packaging EFW's title to the Products and shall notify its customers of the assignment of the claims to EFW and provide them all information necessary for the enforcement of EFW's rights.

10.7 The Customer shall reimburse EFW for all costs arising from necessary enforcement of claims or other interventions.

10.8 Should the value of the securities exceed EFWs claims by more than 20%, EFW waives securities to this extent.

## 11 Warranty

EFW shall be liable for defects of the Products and Services to the exclusion of any further claims notwithstanding however clause 13.1, as follows:

11.1 The Customer shall examine the supplied Products and Services immediately after delivery in order to identify any defects. The Customer shall notify EFW in writing within one (1) week of discovery by Customer of such apparent defect. If the Customer fails to provide notification within the exclusion period, the Products and Services shall be deemed to be approved and Customer thus waives its warranty rights hereunder.

11.2 In the event of a defect, EFW undertakes to first, at its option, repair or replace the defective Products or Services.

11.3 In AOG cases regarding P2F Conversion Services Customer shall contact EFW's AOG desk:

**AOG Desk P2F**  
Fax: +49 (0) 351 8839-3282  
Mobile: +49 (0) 171 5668474  
E-Mail: [aog.p2f.mro@efw.aero](mailto:aog.p2f.mro@efw.aero)

In the absence of a response to the AOG request within twelve (12) hours, the Customer shall be authorised to carry out the repair work to the converted Aircraft himself.

11.4 EFW will bear solely the costs necessary for the purpose of repair or replacement. Replaced Products become property of EFW.

11.5 EFW is entitled to refuse the repair or replacement according to the statutory rule. EFW may further refuse the repair or replacement if in spite of EFW's respective request Customer fails to return the defective Products to EFW's premises within due time or the Customer fails to pay a reasonable proportion of the remuneration taking into account the defect.

11.6 The Customer may within the frame of its statutory rights define a reasonable period for EFW - subject to the statutory exceptions - to repair or replace the defective Products or Services and after effectless expiry of such period of time the Customer may rescind the contract. If however the defect is insignificant the Customer may only claim a reasonable reduction of price. In all other cases the right of the Customer for price reduction shall be excluded.

11.7 With regard to claims for compensation and reimbursement of expenses on a defect, clause 13.1 shall apply.

11.8 The Customer shall not be entitled to any rights as a result of defects that are due e.g. to nonconforming storage, operation, maintenance or excessive or inappropriate use of the subject-matter of the contract, by the use of unsuitable tooling and resources, improper changes, corrective maintenance work and damage to seals in the subject-matter of the contract or by other breach of contractual specifications and product regulations on the part of the Customer or a third party.

11.9 EFW shall not be liable for defects resulting from normal wear and tear. For Products delivered as used or outclassed the Customer shall have no warranty rights.

11.10 Warranty will be limited to those defects, which become apparent twelve (12) months after delivery to the Customer. For Products and Services which are found defective within such period and are replaced or repaired by EFW the warranty period shall be extended to twelve (12) months from the date of such repair or replacement. However, the warranty period so extended shall at the latest expire twelve (12) months after the original warranty period has expired.

## 12 Industrial Property Rights, Defects in Title

12.1 In no event shall EFW be liable for infringement of patents or any industrial or intellectual or other similar proprietary rights under these terms.

12.2 Should other defects in title occur, clause 11 shall apply mutatis mutandis.

## 13 Limitation of Liability

13.1 EFW shall be liable – irrespective of the legal reason - only in case of:

- a) wilful misconduct,
- b) gross negligence on EFW's part, its directors or other senior management,
- c) culpable damage to life, body or health, and
- d) under the Product Liability Act.

13.2 In cases of culpable violation of fundamental contractual obligations, however, EFW shall be liable also for the gross negligence of its assistants and for simple negligence. In the latter case EFW's liability shall be limited to compensation for typical, foreseeable losses.

13.3 A further liability of EFW, however arising, to compensation for loss of use, production, revenue, profit or for any other direct, incidental or consequential damages is expressly excluded.

## 14 Force Majeure

14.1 Any delay in performance of EFW's obligations directly attributable to events which are at one and the same time compelling, unpredictable, unavoidable, outside of its control and not occasioned by its fault or negligence, even if such event occurs on the part of EFW's upstream

supplier, shall hereinafter be referred to as a case of Force Majeure. EFW shall not be deemed to be in default of its obligations in cases of Force Majeure but shall be entitled to postpone performance of its obligations for the duration of the event and a reasonable period for restart of its business.

14.2 If performance of EFWs obligations is suspended under this clause for more than one (1) month such period is to be understood as unreasonable and EFW may withdraw from the contract in whole or in part.

14.3 The Customer shall have no right to compensation in such event of Force Majeure.

#### **15 Insurance**

The Customer shall conclude and maintain adequate insurance policies to cover its liabilities under the respective contract with EFW. The Customer shall provide certificates of such insurances on request of EFW at any time.

#### **16 Confidentiality**

16.1 Any and all author rights, copyrights, industrial proprietary rights of whatever nature relating to quotations and cost estimates, as well as illustrations, drawings, calculations, brochures, catalogues, patterns, prototypes, tools or any other documentation or means provided by EFW under a binding order shall remain the property of EFW.

16.2 The Customer shall not make accessible or disclose to any third party, use itself or through any third party or copy the contents of any information or documentation provided by EFW under these Terms, in whole or in part, without the prior agreement of EFW, save as is obligatory pursuant to any governmental or legal requirement imposed on the Customer. In such event, the Customer having become aware of such a requirement shall inform EFW of its obligation to disclose if possible prior to such disclosure. If EFW wishes to counter such requirement, the Customer shall assist it in doing so.

16.3 Upon reasonable written request of EFW, the Customer shall return or destroy and irretrievably delete any confidential information furnished to it by EFW and any copy made of it and give EFW written notice about such destruction and deletion.

#### **17 Data Protection**

17.1 EFW processes personal data when it is necessary for the performance of a contract or in order to take steps prior to entering into a contract.

17.2 EFW does not transfer personal data of the Customer to third parties if it is not necessary for the fulfilment of the contract.

17.3 Further information on data protection is available [here](#).

#### **18 Export Control**

18.1 The Customer acknowledges that the Products and/or Services to be provided by EFW under these Terms may be subject to export control laws and regulations, and any supply or use of such Products and/or Services contrary to such laws and regulations is prohibited.

18.2 Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, and shall use its best efforts to ensure this prohibition further down the commercial chain.

18.3 Any violation of the foregoing paragraph shall constitute a material breach of this contract and EFW shall be entitled to all rights and remedies it may have under this contract and/or by law.

18.4 Customer shall indemnify and hold EFW harmless against any losses, damages, fees or monetary sanctions imposed on EFW as a result of Customer's failure to comply with any applicable export control law or regulation.

#### **19 Severability**

Should any of the above provisions be or become void, illegal or unenforceable, or should they contain a gap, the validity of the remaining provisions shall not be affected.

#### **20 No Assignment**

The Customer shall not assign any of its rights or obligations arising under its business relation to EFW (including the right to receive delivery) without the prior written consent of EFW.

#### **21 Place of Performance and Jurisdiction**

Place of performance for all statutory and contractual claims is EFW's premises. If the Customer is a registered trade, a legal entity under public law or a special asset under public law the exclusive place of jurisdiction for any dispute arising out of the Terms and any order placed hereunder shall be, at EFW's option, EFW's place of business or Customer's principal place of business.

**Issued March 20th, 2024**