

# General Terms and Conditions for Maintenance and Delivery Aero-Dienst GmbH

## dated 11<sup>th</sup> March 2025

### 1. Scope and content of the contract

- 1.1. All deliveries and services agreed between Aero-Dienst GmbH ("ADN") and the customer are subject to the following General Terms and Conditions of Maintenance and Delivery ("GTCM") in addition to the terms and conditions of the offer. The quotation terms shall take precedence over the General Terms and Conditions of Maintenance and Delivery ("GTCM").
- 1.2. The following General Terms and Conditions of Maintenance and Delivery ("GTCM") shall apply to all deliveries and services agreed between Aero-Dienst GmbH ("ADN") and the principal after the quotation terms have been taken into account. All deliveries and services - including future deliveries and services - shall be provided exclusively on the basis of these GTCMs. The principals terms and conditions of purchase are hereby rejected. These shall not be recognized even if they are not expressly objected to again after receipt by ADN. These GTCMs shall be deemed accepted at the latest upon acceptance of the subject matter of the order by the principal.
- 1.3. Amendments or supplements to the contract must be made in writing, commitments by representatives must be confirmed in writing by ADN.
- 1.4. The rights of the principal under the contract are not transferable.

### 2. Offer

- 2.1. Offers are subject to change. An offer shall only be binding if it is submitted in writing and expressly designated as binding in the text. Documents attached to offers are for information purposes only and shall be returned to ADN upon request.
- 2.2. Should ADN deem additional work necessary during the execution of the order, this may also be carried out without the consent of the principal, if it concerns measures to maintain or restore the airworthiness of the subject of the order and the total value does not exceed EUR 2,500.

### 3. Prices

- 3.1. If no fixed price has been agreed, the hourly rates valid at ADN shall apply for the working time spent as well as the prices valid at ADN for materials, spare parts and services as well as the Environmental Fee. These prices are ex works ADN. To the extent required by law, value added tax at the respective statutory rate shall be added to the prices. ADN may also charge the principal additional costs for special packaging
- 3.2. ADN is entitled to issue appropriate advance or down payment invoices.
- 3.3. Unless otherwise agreed, invoices are due for payment immediately without deduction. Interest on arrears shall amount to 8 percentage points above the base interest rate in accordance with § 247 German Civil Code. Offsetting against counterclaims by the principal is excluded unless the counterclaim is undisputed or has been legally established. The same applies to any rights of retention of the principal.
- 3.4. Checks, money orders or similar means of payment shall only be accepted by ADN on account of payment. In such cases, payment shall not be deemed to have been made until the amount has been credited to ADN's account. All associated charges and fees shall be borne by the principal.

### 4. Acceptance

- 4.1. Acceptance by handover of the work to the principal shall be carried out in accordance with the regulations in the technical descriptions for partial and complete aircraft painting and aircraft cabin refurbishments at ADN's place of business. ADN is under no obligation to verify the authority of a collector or his flight authorization. Acceptance is also deemed to have taken place if the principal is more than 3 days late in accepting the subject of the order (section 5.).
- 4.2. If partial deliveries are to be tested according to special conditions, acceptance shall take place at ADN's place of business. ADN shall bear the costs of the acceptance test as such. All other costs, in particular travel and other costs of any official required to carry out the acceptance test, shall be borne by the principal.
- 4.3. If the Principal waives acceptance at ADN, the work shall be deemed accepted as soon as it leaves ADN's premises, at the latest upon expiry of the period of 3 days after notification of completion (clause 5.).

### 5. Delay in Acceptance

The principal is in default of acceptance of the work if he does not take delivery of it within 3 days after notification of completion of the work in accordance with section 4.1. or does not commence acceptance in accordance with the regulations in the technical descriptions for partial or complete aircraft painting (section 4.) or in the technical descriptions for aircraft cabin repairs (section 3.). If the work has not been collected after expiry of the deadlines, ADN may charge the usual storage and storage fees. At ADN's discretion, the subject of the order may also be properly stored or parked elsewhere under the usual conditions. If the subject of the order is an aircraft, the usual storage and parking fees will be charged from the time of completion, unless the client collects the aircraft within a period of 3 days after receipt of the notification of completion.

### 6. Transfer of Risks

The risk of deterioration or accidental loss of the works shall pass to the principal upon acceptance of the works or expiry of the period of 3 days for collection mentioned in clause 5, if the subject of the order is handed over at ADN's works (Incoterms EXW - ex works) or leaves the works at the principal's instruction or according to contractual agreement. If ADN undertakes the transfer of the works to another location at the request of the principal, the risk shall also pass as soon as the works leave ADN. In this case, the principal shall ensure that the transportation of the work is adequately insured. If the client wishes the object of the order to be delivered, this shall be at his own expense and risk.

### 7. Claims for defects and liability

- 7.1. The warranty covers the proper execution of maintenance, repair and replacement work in accordance with the state of the art and in accordance with the technical descriptions for partial or complete painting of aircraft or for refurbishment of the aircraft cabin.
- 7.2. In the event of a defect, ADN shall be entitled, at its discretion, to remedy the defect up to twice or to produce a new work or deliver a defect-free item. The principal shall

only be entitled to reduce the price or withdraw from the contract if subsequent performance has finally failed.

- 7.3. Recognizable defects must be reported in writing within two weeks of acceptance of the object of the order. If the complaint is not made in due time, the claim shall lapse. This period shall apply to other defects from the time they become recognizable.
- 7.4. The limitation period for claims for defects is 1 year for all deliveries and services, irrespective of the number of operating hours, and begins with the acceptance of the subject matter of the order.
- 7.5. No warranty shall be provided for externally procured replacement items or commissioned third-party services on the subject matter of the order. If legally possible, claims for defects against upstream suppliers shall be assigned to the principal for this purpose.
- 7.6. Claims for defects shall not exist for defects caused by the fact that the principal itself or third parties have carried out interventions or modifications to the subject matter of the order.
- 7.7. If ADN, in agreement with the Principal, settles its claims for defects with the suppliers, ADN may demand reimbursement of the costs incurred from the Principal.
- 7.8. ADN shall only be liable for damages resulting from a breach of duty by ADN or its legal representatives or vicarious agents if the damages are based on an intentional or grossly negligent breach of duty - also by a legal representative or vicarious agent. This limitation of liability does not apply in the event of injury to life, limb or health or in the event of a material contractual obligation. In the event of a breach of material contractual obligations by ADN and/or its vicarious agents, liability for property damage shall be limited to the amount of typical foreseeable damage. Liability for loss of profit, saved expenses and other indirect damage / consequential damage is excluded.
- 7.9. ADN shall not be liable for any damages or other direct or indirect financial losses arising from the fact that the provision of services or deliveries should be or become impossible due to the fact that these violate relevant economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany against third countries or other relevant international regulations of foreign trade law. This also applies in the same way to economic, trade or financial sanctions or embargoes of the United States of America, insofar as these do not conflict with European or German legal provisions. In such cases, ADN is released from the obligation to provide the agreed service.
- 7.10. If ADN makes a vehicle available to the principal or its representatives at their request in the course of processing the subject matter of the order, the vehicle driver shall be liable without limitation for violations of traffic law or other applicable regulations in the course of using the vehicle. The customer and its users shall indemnify and hold ADN harmless from and against all costs, legal fees, fines or other penalties arising from the use of the vehicles, as well as from claims of third parties, in particular lessors, against ADN due to the expenses, furthermore from losses and damage to their property, insofar limited to intent or gross negligence.

### 8. Reservation of title

- 7.11. ADN retains title to all accessories and spare parts as well as replacement units until full payment of all claims arising from the business relationship. If ADN's property is lost through combination, mixing or processing, ADN shall become co-owner of the item with which the items supplied by it have been combined, mixed or processed in proportion to their value.
- 7.12. The principal may only resell the items subject to retention of title in the ordinary course of business. All claims to which he is entitled from resale or for any other legal reason shall be assigned in advance to ADN as security. The client is authorized to collect the assigned claims. He shall keep the collected amounts separately and transfer them to ADN immediately when due. The client shall notify ADN immediately of any access by third parties to the items subject to retention of title or to the assigned claims. Any costs of intervention shall be borne by the client.

### 9. Right of retention and lien

ADN shall be entitled to a right of retention and a contractual lien on the items in its possession as a result of the order for all claims arising from the order. The right of retention and the contractual right of lien can also be asserted for claims from previously performed maintenance services, spare parts deliveries and other services, insofar as they are related to the subject matter of the order. The contractual right of lien shall only apply to other claims arising from the business relationship insofar as these are undisputed or a legally binding title exists and the object provided is the property of the client.

### 10. Insurance

The principal shall ensure that the object of the order is adequately insured.

### 11. Data Backup

- 11.1. ADN collects, processes and uses all data of the principal arising within the scope of a commissioned service exclusively on behalf of the principal and for the purpose of the contract. ADN undertakes not to disclose this data to third parties without the consent of the principal and only in accordance with the principals instructions.
- 11.2. ADN undertakes to observe the principles of proper data processing, to monitor compliance with them and to ensure the data backup and security measures necessary for the proper execution of the work and thus to take organizational and technical measures to prevent unintentional alteration, destruction or disclosure of the data

## **12. Final provisions**

- 12.1. The place of performance for all obligations arising from the contract shall be ADN's registered office in Nuremberg.
- 12.2. The place of jurisdiction for all disputes arising from the contractual relationship shall be Nuremberg. ADN shall also be entitled to bring actions before the court having general jurisdiction for the principal's registered office.
- 12.3. German law shall apply to the exclusion of the Hague Convention of July 1, 1964 on Uniform Laws on the International Sale of Goods and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.
- 12.4. The legal invalidity of individual parts of the contract shall not otherwise release the client from the contract. In this case, the validity of the remaining provisions shall not be affected.