
General Terms and Conditions

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1. Scope

- a) Our General Terms and Conditions apply exclusively. We do not recognise any terms and conditions of the Purchaser that conflict with or deviate from our General Terms and Conditions unless we have expressly agreed to them in writing.
- b) Our General Terms and Conditions shall apply even if we carry out the delivery to the Purchaser without reservation in the knowledge that the Purchaser's terms and conditions conflict with or deviate from our General Terms and Conditions.

2. Conclusion of contract and subject matter of the contract

- a) Orders placed with us shall only and exclusively become binding based upon our written order confirmation. The scope and conditions of the order are stated in our written order confirmation.
- b) Offers, purchase and contracts as well as their amendments and supplements must always be made in writing (letter, e-mail or fax). An amendment or revocation of this written formal requirement shall only be possible in writing.
- c) Special requests deviating from the standard factory design as well as technical or commercial conditions must be expressly agreed and shall be charged on a time and material basis.
- d) If deliveries and services are produced and delivered in parts, we shall be the exclusive contractual partner of the Purchaser
- e) The ordered goods shall be manufactured by us at our own production sites in Germany and abroad and/or at the qualified subcontractors/ third parties.

3. Delivery time and obligation to accept

- a) The start of the delivery period stated by us requires punctual and proper fulfilment of the Purchaser's obligations. The right to claim non-performance of the contract remains reserved. Accordingly, delivery periods shall commence only after receipt of all documents required for execution of the order, the advance payment, if applicable, and receipt of materials, insofar as an order for materials has been agreed. If the Purchaser requests changes or additions to the order after the order has been placed or if other circumstances arise that make it impossible for us to comply with the delivery date, although we are not responsible for such circumstances, the delivery date shall be postponed by a reasonable period.
- b) Our delivery period shall also be extended appropriately in the event of force majeure, in particular natural disasters, terror, unrest and other hindrances for which we are not responsible, such as accidents, explosions, delays on the part of suppliers, insofar as such hindrances can be proven to have an influence on the delivery period. We shall inform the Purchaser immediately of the existence of such a hindrance and of the end of its duration. If the disruption results in a permanent impediment to performance which cannot be overcome by reasonable measures, we shall be entitled to withdraw from the contract. This shall even apply if these events occur at a time when we are in default or a subcontractor is in default.
- c) The delivery period shall be deemed to have been complied with upon notification of readiness for dispatch or completion of the delivery or service if dispatch of the goods is delayed or impossible without any fault on our part.
- d) If an agreed delivery period is not complied with due to fault on our part, the Purchaser shall be entitled to withdraw from the contract after expiry of a grace period to be agreed between the Purchaser and us, unless the Purchaser has acted with gross negligence or intent, with exclusion of any further claims. Withdrawal shall be excluded if the Purchaser himself is in default of acceptance.
- e) Reasonable partial deliveries and reasonable deviations from the ordered quantities up to +/-10% shall be permitted.
- f) After performance of a delivery or service, we may demand a written declaration from the Purchaser to the effect that the delivery or service has been performed in accordance with the contract (acceptance). Acceptance may be refused only in the event of significant deviations from the contract, in particular if the delivery or service has significant defects or defects that cannot be rectified.
- g) If the customer does not fulfil his acceptance obligations, we shall not be bound by the regulations on public auction, without prejudice to other rights, but may instead sell the delivery item by private treaty after prior notification to the Purchaser. Furthermore, we shall also be entitled to charge the Purchaser for costs incurred for storage. In the case of storage at our works, this charge shall amount to at least 1%

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of the invoice amount for each month or part thereof, starting one month after notification of readiness for dispatch.

4. Prices and payment

- a) All offers shall be subject to change unless they are expressly stated as fixed offers. We may revoke or correct erroneous information relating to prices or services at any time without incurring any obligations. This shall also apply to loss, damage and misunderstandings resulting from translation errors in documents in foreign languages.
- b) Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in labour, material and distribution costs for deliveries made 3 months or more after conclusion of the contract.
- c) We shall not be bound by previous prices for new orders, in particular for follow-up orders.
- d) All prices are quoted in euros plus statutory VAT, excluding freight, customs duties, insurance, ancillary import charges and packaging.
- e) Installation, commissioning and testing of the delivered goods or service or instruction of personnel are not included in the price. These services must be ordered separately if required. They shall then be delivered and invoiced at our installation conditions and cost rates.
- f) Payment for the delivered parts must be made within 30 days net. A discount of 2% shall be granted for payment within 14 days. Discounts shall not be granted if receivables from previous deliveries are still outstanding. Pure contract orders must be paid within 10 days.
- g) For orders over € 25,000.00, the Purchaser has to pay an advance of 1/3 of the gross order value after receipt the order confirmation.
- h) If the agreed payment date is exceeded, interest shall be charged at the statutory interest rate of 8 percentage points above the prevailing base rate of the ECB, unless we can prove that a higher loss has been incurred. The Purchaser reserves the right to prove that loss incurred was lower.
- i) We reserve the right to refuse checks or bills of exchange. Checks and rediscountable bills of exchange shall be accepted only on account of performance; all associated costs shall be paid by the Purchaser.
- j) The customer shall be entitled to offsetting rights only if his counterclaims have become res judicate, are undisputed or have been recognised by us. The Purchaser shall be entitled to exercise a right of retention only if their counterclaim is based on the same contractual relationship.
- k) If the Purchaser defaults on a payment in whole or in part, all claims to which we are entitled from the business relationship with the Purchaser shall become due. Furthermore, in this case we shall be entitled to demand advance payments for outstanding deliveries and to withdraw from the contract after unsuccessful expiry of a reasonable grace period.

5. Packaging, shipment and transfer of risk

- a) Unless otherwise agreed, we shall choose the packaging, shipping method and shipping route. At the written request of the Purchaser, the goods shall be insured at his expense against risks to be specified by him.
- b) Our prices are ex works. Unless otherwise agreed, the Purchaser shall pay the shipping costs. A flat-rate packaging fee shall be charged for each order. Unless otherwise agreed, we will not take back packaging material. If our returnable packaging is used, it must be returned to us undamaged, complete and free of charge within one week of delivery. If the Purchaser wishes the goods to be shipped in their own returnable packaging, this must be made available to us free of charge in good time, at the latest one week before the delivery date and in sufficient quantity. Wire crates and Euro-pallets shall be handled in exchange procedure. When using courier services and for shipments outside Germany, Austria and the Benelux countries, a pallet fee will be charged. Delivered pallet collars will be irrespective of the shipping method or delivery conditions.
- c) The risk shall also pass to the Purchaser in the case of carriage paid delivery and also in the case of partial deliveries when the goods leave the premises. In the case of delays in dispatch for which the Purchaser is responsible, the risk shall pass upon notification of readiness for dispatch.

6. Reservation of title

- a) We shall reserve title to all goods delivered by us until full payment has been made. In this respect, all deliveries shall be regarded as a connected delivery transaction. In the case of current claims, the retained title shall constitute collateral for the balance claim.
 - b) If the Purchaser is in default with payment, we shall be entitled to demand the return of the products delivered under retention of title without this constituting a withdrawal from the contract.
 - c) If the goods are combined by the Purchaser to form a single item and if the other item is to be regarded as the main item, the Purchaser shall be required to transfer co-ownership to us on a pro-rata basis insofar as the main item belongs to the Purchaser.
 - d) If the Purchaser resells the delivered goods as intended, he hereby assigns to us the claims against his customers arising from the sale, together with all ancillary rights, until all their claims have been settled in full. The Purchaser shall be entitled and authorized to resell the reserved goods only if the claim from the resale is transferred to us. The Purchaser shall not be entitled to dispose of the reserved goods in any other way. At our request, the Purchaser shall be required to inform the third party purchaser of the assignment.
- If the value of the collateral available to us exceeds the claim by more than 20%, we shall be required to release collateral of the Purchaser's choice at the request of the Purchaser or a third party affected by our excess collateral.

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7. Liability for defects

- a) We guarantee that the delivered goods shall comply to the agreed specifications. For contract work according to the Purchaser's illustrations or with the Purchaser's tools, we shall only be liable for professional and proper work and implementation. We shall not be responsible for checking the documents provided.
- b) Information in documentation, brochures, illustrations, descriptions etc. as well as references to technical standards are not assurances of characteristics or guarantees. The assurance of characteristics or the assumption of a guarantee shall require express confirmation by the use of the terms „assurance“/“assure“ or „guarantee“/“guarantee“.
- c) Delivered goods must be inspected by the Purchaser in accordance with the normal course of business. If a defect (including transport damage) is discovered, we must be notified in writing immediately, but no later than 24 hours after delivery. Defects that are not obvious (hidden transport damage) must be reported to us in writing within 7 calendar days of delivery. Otherwise, claims arising from these defects cannot be asserted. The Purchaser must accept responsibility for the failure of third party purchasers to report defects in good time. The defects must be described with as much detail and accuracy as possible. In the case of a defect claimed by the Purchaser (including transport damage), no changes may be made to the goods and they may not be put to use. If the Purchaser fails to make such notification, the delivery shall be deemed to have been approved, unless the defect was not recognisable during the inspection.
- d) Natural abrasion due to contractual use, wear and tear, improper commissioning, operation and maintenance, excessive use, exceptional influences caused by buildings or weather or other environmental influences and unauthorized modification of the goods in the delivered condition shall not constitute a defect. No claims for defects shall exist in the case of an insignificant deviation from the agreed quality or in the case of an insignificant impairment of usability, in the case of a breach of our warranty provisions, in the case of use or application of the goods beyond our approval or in environments or conditions of use or installation other than those provided for in the specification or if a fault/defect is attributable to breach of operating, maintenance or installation instructions, to unsuitable or improper use, to incorrect or negligent handling or to natural wear and tear or to interventions or reworking of the delivery item carried out by the Purchaser or by third parties.
- e) We shall be liable for material defects and other products from suppliers only insofar as these defects should have been recognised with professional care.
- f) In the case of defects in the goods, we shall first provide subsequent performance, at our discretion either by rectification of the defect or subsequent delivery/reproduction. In order to ensure subsequent performance, the Purchaser must grant us access to the goods at all times and grant us sufficient time. Our consent must be obtained before the goods are returned.
- g) If it becomes evident during subsequent performance that the alleged defect does not exist, the Purchaser shall be liable to us for all costs incurred.
- h) Insofar as we have advised the Purchaser outside of the contractual performance, we shall be liable only for the functionality and suitability of the delivery item if this has been expressly assured in advance.
- i) Warranty claims shall become statute-barred twelve months after the transfer of risk, in the case of subsequent performance from the statutory time, with the exception of claims under the German Product Liability Act [Produkthaftungsgesetz], other manufacturer liability or in cases of intent, gross negligence, absence of guaranteed characteristics or a breach of essential contractual obligations, in particular injury to life, limb or health.

8. Liability

- a) If we have caused loss or damage to the Purchaser, we shall be liable only insofar as we can be accused of intent or gross negligence. Furthermore, we shall also be liable for slight negligence in the case of the assumption of guarantees, in the event of a risk to essential legal interests, in the event of injury to life, limb or health and in the event of a breach of essential contractual obligations. Liability for indirect damage and consequential damage is excluded.
- b) These limitations of liability shall not apply if the damage was caused intentionally or through gross negligence or in the event of injury to life, limb or health.

9. Entry rights

In accordance with aviation regulations, BVS-Blechtechnik GmbH, its customers and the relevant authorities must be granted access to the relevant areas of the facility and to corresponding documented information at every level of the supply chain for the purpose of carrying out investigations.

10. Industrial property rights and defects in title

- a) The Purchaser shall be liable for ensuring that industrial property rights of third parties in the country of destination of the goods are not infringed if we are required to deliver according to illustrations, models, samples or using parts provided by the Purchaser. The Purchaser shall indemnify us against third-party claims and compensate us for any loss or damage incurred.
- b) If the Purchaser provides us with illustrations or samples, we shall return them on request. Otherwise, we shall destroy them three months after submission of our offer.
- c) We shall be entitled to the exclusive copyrights and industrial property rights, in particular all rights of use and exploitation, to the models, moulds and devices, designs and illustrations created by us or by third parties on our behalf.

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11. Termination and loss or damage

- a) Cancellation or withdrawal must be declared in writing.
- b) If the Purchaser withdraws from a placed order without justification, we may demand 10% of the sales price for costs incurred in processing the order and for loss of profit, without prejudice to the option of claiming higher actual damages. The Purchaser reserves the right to adduce evidence that the loss incurred was lower.
- c) If the delivery for which we are responsible becomes impossible for a reason for which we are responsible, the Purchaser shall be entitled to demand compensation. The Purchaser's claim for compensation shall be limited to 10% of the value of the part of the delivery that cannot be put to the intended use due to the impossibility.

12. Final provisions

- a) The validity of these Terms and Conditions shall not be affected by the invalidity of individual provisions. Invalid provisions shall be replaced by provisions that reflect their economic outcome as closely as possible.
- b) This contract shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- c) If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, our registered office is agreed as the place of performance and the exclusive place of jurisdiction for all claims arising from or on the basis of this Contract. However, we shall also be entitled to bring an action against the Purchaser at his registered office. The same shall apply to persons who do not have a general place of jurisdiction in Germany or persons who have moved their domicile or habitual residence outside Germany after conclusion of the contract or whose domicile or habitual residence is not known at the time when the action is brought.

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