

General Terms and Conditions for Aircraft Maintenance and Repair (as of November 2021)

§ 1 Scope, Form

(1) These General Terms and Conditions (GTC) shall only apply if the customer is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.

(2) The GTC apply to contracts for the maintenance and repair of aircraft and aviation components in accordance with the specifications of the commissioning Continuous Airworthiness Management Organization (CAMO) as well as in accordance with the specifications of the respective development organization. This includes the disassembly and/or assembly of aircraft and/or components of aircraft, inspection, overhaul, repair and/or replacement of aggregates as well as installation of accessories, maintenance and other work. These GTC do not apply to the mere sale of exchange or spare parts without assembly. The "General Terms and Conditions for Manufacturing Operations" shall apply to such transactions.

(3) Unless otherwise agreed, the GTC in the version valid at the time of the customer's order or in any case in the version last notified to the customer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.

(4) Our General Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the customer without reservation in the knowledge of the customer's GTC.

(5) Individual agreements made with the Customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

(6) Legally relevant declarations and notifications by the customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in case of doubt about the legitimacy of the declarant, shall remain unaffected.

(7) References to the applicability of statutory provisions shall only be of a clarifying nature. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 2 Scope of the order

(1) Unless otherwise agreed, the maintenance and repair of aircraft and aircraft components shall include the performance of scheduled and unscheduled maintenance and/or inspection work required by aviation law. These always include the rectification of all complaints identified by the responsible inspector of the aeronautical operation and the performance of all necessary inspection measures required to maintain or restore airworthiness.

(2) Should we consider other additional work to be necessary or economically reasonable during the execution of the order, such work may be carried out and additionally invoiced without separate approval, provided that the invoice value for the additional part of the order in question does not exceed 15% of the previous order volume. If such work exceeds the aforementioned 15% limit, we shall inform the customer of the additional costs likely to be incurred and shall carry out the work after separate commissioning.

3) The work order shall include authorization to perform ground runs, workshop flights or other work necessary to inspect the aircraft without special authorization from the customer. The Contractor shall use appropriately licensed personnel for these tasks, if necessary also from subcontractors. The Customer shall ensure that such work is covered by its aircraft insurance policies and shall submit proof thereof to us upon request.

§ 3 Conclusion of Contract, Subcontractor

(1) Our offers as well as cost estimates are subject to change and non-binding. This shall also apply if we have provided the customer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights.

(2) If the prices for accessories and spare parts required for the execution of the order change after the preparation of a cost estimate and before the completion of an order, we shall be entitled to pass on the price difference 1:1.

(3) The order of the order by the customer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 14 days of its receipt by us.

(4) Acceptance shall be declared by us to the customer in writing (e.g. by order confirmation).

(5) We shall be entitled to engage subcontractors for the performance of the contract in whole or in part.

(6) We are entitled to demand a reasonable advance payment from the Customer at any time.

(7) All offer and cost estimate prices are exclusive of the applicable statutory value added tax, even if this has not been listed separately on the offers/cost estimates in individual cases.

§ 4 Changes in services

(1) The customer may request changes to the content and scope of the services. This shall also apply to services already provided.

(2) If the changes are not merely insignificant, we shall determine the time delays and the additional expense incurred as a result of the requested changes, inform the customer thereof and the parties shall agree on a corresponding adjustment of the contract. If the parties fail to reach an agreement, we shall be entitled to reject the change request.

(3) We shall not claim additional remuneration for changes in performance for which the customer is not responsible.

(4) All changes in performance shall be regulated in a written supplementary agreement prior to the start of performance, in which the additional remuneration and any changes in the time schedule shall be recorded.

§ 5 Cooperation obligations of the customer

The customer shall be obliged to cooperate insofar as this results from the contract and the obligations regulated therein. In any case, he must make his aircraft available on the execution date in accordance with the contract and provide the information required to fulfill the order.

§ 6 Completion date and delay

(1) The completion date shall be agreed individually or specified by us upon acceptance of the order.

(2) If we are unable to meet a binding completion date for reasons beyond our control (e.g. unavailability of spare parts or force majeure), we shall inform the customer thereof without delay and at the same time notify the customer of the expected new completion date. If the service is also not available within the new deadline, we shall be entitled to withdraw from the contract in whole or in part; we shall refund any consideration already paid by the customer in whole or in part. A case of non-availability of the service in this sense shall be deemed to be in particular the failure of our supplier to deliver to us on time if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case.

(3) The observance of completion dates designated as binding presupposes the fulfillment of the contractual obligations by the customer, in particular the proper handover of the object of the order including keys, boarding papers, etc. and the clarification of open technical questions, as well as the

receipt of agreed advance payments, otherwise a reasonable extension shall be deemed to have been agreed.

(4) The occurrence of our default shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required.

(5) The rights of the customer pursuant to § 8 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 7 Acceptance

(1) Acceptance of the contractual service shall take place upon collection of the aircraft after completion. Partial acceptance shall not take place. The contractual service shall be deemed to have been accepted upon handover to the Customer or its agent. The handover shall take place with the release certificate required by aviation law (Certificate of Release to Service, or EASA Form 1) at the factory of the aeronautical operation. If requested by one of the parties, a separate protocol shall be drawn up for the acceptance, which shall be signed by both parties.

(2) If the performance is not in accordance with the contract and the Customer therefore justifiably refuses acceptance or if acceptance takes place subject to the elimination of defects to be named in the protocol, we shall be obliged in each case to provide performance in accordance with the contract without delay and to eliminate the defects, to notify the Customer of the expected duration of the elimination of the defects and to notify the Customer of the elimination of the defects after completion of the rework.

§ 8 Place of Performance, Transfer of Risk, Default of Acceptance

(1) The place of performance for the performance of the service and any subsequent performance shall be the place where we have our maintenance facility, unless another place is agreed for the performance of the service. At the customer's request and expense, the aircraft shall be shipped to another destination after acceptance of the performance. Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration of the aircraft shall pass to the customer at the latest upon acceptance of the performance. If it is agreed that the aircraft is to be transported to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the aircraft, as well as the risk of delay, shall already pass to the customer upon delivery of the aircraft to the forwarding agent, the carrier or the person otherwise designated to carry out the shipment. In all other respects, the statutory provisions of the law governing contracts for work and services shall apply to any agreed acceptance. Handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.

(3) If the customer is in default of acceptance, fails to cooperate or if our performance is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. costs for the storage of the aircraft). For this purpose, we shall be entitled to claim a lump-sum compensation in the amount of EUR 300.00 per calendar day, starting with the completion date or - in the absence of such a date - with the notification that the aircraft has been made available for collection or dispatch.

The proof of a higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

§ 9 Remuneration and terms of payment

(1) Unless otherwise agreed in individual cases, our current remuneration for the agreed services at the time of conclusion of the contract shall apply from the location of our workshop, plus statutory value added tax.

(2) The remuneration shall be due upon invoicing, unless the contracting parties expressly agree otherwise. However, we shall be entitled at any time, also within the framework of an ongoing business relationship, to perform a service in whole or in part only against advance payment.

(3) The customer shall be in default upon expiry of the aforementioned payment period. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) shall remain unaffected.

(4) The customer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter rights shall remain unaffected, in particular pursuant to § 11 para. 6 sentence 2 of these GTC.

(5) If, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that our claim to remuneration is jeopardized by the Customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB (German Civil Code)).

(6) For our claims arising from the contract, we shall have a lien on all movable property of the customer provided by us for maintenance, servicing or repair, as soon as it has come into our possession for the execution of the order.

§ 10 Retention of title

(1) Until full payment of all our present and future claims arising from the contract and an ongoing business relationship (secured claims), we retain title to the items installed by us on the aircraft for the purpose of fulfilling the order.

(2) The items subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to us.

(3) In the event of conduct by the customer in breach of contract, in particular in the event of non-payment of the remuneration due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the item on the basis of the reservation of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the customer does not pay the due remuneration, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

(4) Until revoked in accordance with (c) below, the customer shall be entitled to resell and/or process the items subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title shall extend to the products resulting from the processing, mixing or combination of our items at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined items. In all other respects, the same shall apply to the resulting product as to the items delivered under retention of title.

(b) The customer hereby assigns to us by way of security any claims against third parties arising from the resale of the items or the product in total or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. We accept the assignment. The obligations of the customer stated in paragraph 2 shall also apply in respect of the assigned claims.

(c) The customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right pursuant to

para. 3. If this is the case, however, we may demand that the customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the customer's authorization to further sell and process the items subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

§11 Customer's claims for defects

(1) The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title, unless otherwise stipulated below.

(2) As a matter of principle, we shall not be liable for defects of which the customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). If a defect becomes apparent after acceptance, we must be notified of this in writing without delay.

(3) We shall be entitled to make the subsequent performance owed dependent on the customer paying the remuneration due. However, the customer shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.

(4) The customer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the aircraft or the defective part for inspection purposes. In the event of a replacement delivery, the customer shall return the defective parts to us in accordance with the statutory provisions. Subsequent performance shall neither include the removal of the defective item nor the re-installation if we were not originally obliged to install it.

(5) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions if there is actually a defect. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request for rectification of the defect (in particular inspection travel and transport costs), unless the lack of defectiveness was not apparent to the customer.

(6) In urgent cases, e.g. in the event of a risk to operational safety or to prevent disproportionate damage, the customer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We are to be notified immediately of any such self-execution, if possible in advance. The right of self-execution shall not apply if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

(7) If the subsequent performance has failed or if a reasonable period to be set by the customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there shall be no right of withdrawal.

(8) Claims of the customer for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with §12 and shall otherwise be excluded.

§ 12 Other liability

(1) Insofar as nothing to the contrary arises from these General Terms and Conditions including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

(2) We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence. In the case of simple negligence, we shall not be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), for indirect damages and consequential damages (e.g. loss of profit) and only

a) for damages resulting from injury to life, body or health,

b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from para. 2 shall also apply to third parties as well as in the event of breaches of duty by persons (also in their favor) whose fault we are responsible for according to statutory provisions. They shall not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.

(4) Due to a breach of duty that does not consist of a defect, the customer may only withdraw from or terminate the contract if we are responsible for the breach of duty. If the customer makes use of his right of termination according to § 649 (1) BGB, we may demand 15% of the agreed remuneration from the customer as a lump-sum payment if the execution has not yet started. If the execution has already started, 80% of the agreed remuneration as well as the costs of the parts already installed shall be paid. Otherwise, the statutory requirements and legal consequences shall apply.

(5) We are not obliged to insure the object of the order handed over by the customer. The risk of insurance coverage of the object of the order shall be borne solely by the Customer.

(6) The Customer shall prove the existence of sufficient insurance coverage to us at any time upon request.

(7) If the Customer violates this obligation or if the required insurance coverage is missing, we shall be entitled to take out a corresponding insurance policy at the Customer's expense, to disburse the premium and to assert it as part of our claims.

§ 13 Statute of Limitations

(1) Notwithstanding § 634a (1) no. 1 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from acceptance of the performance. If no acceptance has been agreed, the limitation period shall begin with the handover of the aircraft.

(2) The above limitation periods shall also apply to the customer's non-contractual claims for damages. Claims for damages of the customer pursuant to § 8 para. 2 sentence 1 and sentence 2(a) as well as pursuant to the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

§ 14 Force majeure

Serious events, such as in particular force majeure, pandemics, labor disputes, riots, warlike or terrorist conflicts, which entail unforeseeable consequences for the performance of services, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they should be in default. This does not imply an automatic termination of the contract. The contracting parties shall be obliged to notify each other of any such impediment and to adjust their obligations to the changed circumstances in good faith.

§ 15 Choice of Law and Place of Jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GTC and the contractual relationship between us and the customer to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the customer is a merchant as defined by the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Munich. The same shall apply if the customer is an entrepreneur within the meaning of § 14 BGB. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.