

General Terms and Conditions for Aircraft Maintenance and Repair

(Status: revised in November 2025)

§ 1 Scope, form

(1) These General Terms and Conditions (GTC) apply only if the customer is an entrepreneur (§ 14 BGB), 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 aircraft components in accordance with the specifications of the commissioning Continuous Airworthiness Management Organisation (CAMO) and the specifications of the respective development company. This includes the disassembly and/or assembly of aircraft and/or aircraft components, inspection, overhaul, repair, and/or replacement of units, as well as the installation of accessories, maintenance, and other work. These GTC do not apply to the mere sale of replacement or spare parts without installation. The "GTC Manufacturing Company" apply to such transactions.

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

(4) Our General Terms and Conditions 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 agreed to their validity. This requirement of consent shall apply in all cases, for example, even if we carry out the delivery to the customer without reservation in the knowledge of the customer's general terms and conditions.

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

(6) Legally relevant declarations and notifications by the customer in relation to the contract (e.g., setting a deadline, notification of defects, withdrawal, or reduction) must be made in writing, i.e., in written or text form (e.g., letter, email, fax, including qualified electronic signatures, if legally permissible). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

(7) References to the validity of statutory provisions are for clarification purposes only. 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 includes the performance of scheduled and unscheduled maintenance and/or inspection work required by aviation law. This always includes the rectification of all defects identified by the responsible inspector of the aeronautical engineering company that are necessary to maintain or restore airworthiness, and the performance of all necessary inspection measures.

(2) If, during the execution of the order, we deem other additional work to be necessary or economically reasonable, this work may be carried out and invoiced separately without requiring separate approval, provided that the invoice value for the additional part of the order does not exceed 15% of the previous order volume. If this work exceeds the aforementioned 15% limit, we shall inform the customer of the anticipated additional costs and carry out the work after receiving a separate order, provided that it does not concern safety-critical systems and/or is not required due to official approvals and/or official specifications.

(3) The work order includes authorization to perform ground runs, workshop flights, or other work necessary to inspect the aircraft without special approval from the client. The contractor will use appropriately licensed personnel for these tasks, including subcontractors if necessary. The client shall ensure that this work is covered by its aircraft insurance and shall provide us with proof of this upon request.

§ 2a Data protection

The contractor processes personal data exclusively in accordance with the applicable data protection regulations, in particular the GDPR. Further information on data processing can be found in the privacy policy at [\(insert link here\)](#).

§ 3 Conclusion of contract, subcontractors

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

(2) If, after an estimate has been prepared and before an order has been completed, the prices for accessories and spare parts required to carry out the order change, we are entitled to pass on the price difference 1:1.

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

(4) We shall declare our acceptance to the customer in writing (e.g., by means of an order confirmation).

(5) We are entitled to commission subcontractors in whole or in part for the fulfillment of the contract.

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

(7) All offer and cost estimate prices are subject to the applicable statutory value added tax, unless otherwise required by law (e.g., reverse charge procedure for intra-Community services), even if this is not listed separately in the offers/cost estimates in individual cases.

§ 4 Changes to services

(1) The customer may request changes to the content and scope of the services. This also applies to services already rendered.

(2) If the changes are not insignificant, we will determine the time delays and additional expenses resulting from the requested changes, inform the customer thereof, and the parties will agree on a corresponding contract adjustment. If the parties cannot reach an agreement, we are entitled to reject the change request.

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

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

§ 5 Customer's obligations to cooperate

The customer is obliged to cooperate insofar as this arises from the contract and the obligations stipulated therein. In any case, the customer must make its aircraft available on the execution date in accordance with the contract and provide the information necessary for the fulfillment of 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 immediately and at the same time notify them of the expected new completion date. If the service is still not available within the new deadline, we shall be entitled to withdraw from the contract in whole or in part; and we shall reimburse the

customer in full or in part for any consideration already paid. In this context, non-availability of the service shall include, in particular, late delivery by our supplier, if we have concluded a congruent covering transaction, neither we nor our supplier are at fault, or we are not obliged to procure the goods in individual cases.

(3) Compliance with completion dates designated as binding requires the fulfillment of the contractual obligations by the client, in particular the proper handover of the object of the order, including keys, vehicle documents, etc., and the clarification of open technical questions, as well as the receipt of agreed advance payments; otherwise, a reasonable extension shall be deemed agreed.

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

(5) The rights of the customer pursuant to § 8 of these General Terms and Conditions 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), 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. Upon handover to the client or its representative, the contractual service shall be deemed to have been accepted. The handover shall take place with the certificate of release to service (or EASA Form 1) required by aviation law at the aircraft maintenance company's premises. 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 service is not in accordance with the contract and the customer therefore rightly refuses acceptance, or if acceptance is made subject to the rectification of defects to be specified in the report, we shall be obliged to immediately provide a service in accordance with the contract and to remedy the defects, to notify the customer of the expected duration of the remedial work and to notify the customer when the remedial work has been completed.

§ 8 Place of performance, transfer of risk, default of acceptance

(1) The place of performance for the execution of the service and any subsequent performance is the location of our maintenance facility, unless another location is agreed for the performance of the service. At the customer's request and expense, the aircraft will be shipped to another destination after acceptance of the service. Unless otherwise agreed, we are entitled to determine the type of shipment (in particular the 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 service. If it has been agreed that the aircraft is to be taken to a location 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 pass to the customer upon delivery of the aircraft to the forwarding agent, the carrier, or any other person designated to carry out the shipment. In all other respects, the statutory provisions of the law on contracts for work and services shall apply to an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the customer is in default of acceptance.

(3) If the customer is in default of acceptance, fails to cooperate, or 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 storing the aircraft). For this, we shall be entitled to a lump-sum compensation of EUR 300.00 per calendar day, beginning on the completion date or, in the absence of such a date, on the date of notification that the aircraft has been made available for collection or shipment.

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

§ 9 Remuneration and terms of payment

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

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

(3) Upon expiry of the above payment period, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by default. Our claim to commercial interest on arrears (§ 353 HGB) against merchants remains unaffected.

(4) The customer shall only be entitled to set-off or retention rights to the extent that their claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counterclaims, in particular pursuant to § 11 (6) sentence 2 of these General Terms and Conditions, shall remain unaffected.

(5) If, after conclusion of the contract, it becomes apparent (e.g., through an application to open insolvency proceedings) that our claim to remuneration is at risk due to the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, to withdraw from the contract after setting a deadline (§ 321 BGB).

(6) We shall have a lien on all movable property of the customer provided to us for servicing, maintenance, repair, or overhaul for our claims arising from the contract as soon as it comes into our possession for the purpose of executing the order.

§ 10 Retention of title

(1) Until all our current and future claims arising from the contract and an ongoing business relationship (secured claims) have been paid in full, we reserve title to the items that we have installed in the aircraft to fulfill the order.

(2) The items subject to retention of title may not be pledged to third parties or transferred as security before the secured claims have been paid in full. The customer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g., garnishments) access the goods belonging to us.

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

(4) Until revoked in accordance with (c) below, the customer is authorized 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 extends to the full value of the products created by processing, mixing, or combining our items, whereby we are considered the manufacturer. If, in the event of processing, mixing, or combining with third-party goods, their ownership rights remain in force, 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 as security all claims against third parties arising from the resale of the items or the product, either in full or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The customer's obligations mentioned in paragraph 2 also apply with regard to the assigned claims.

(c) The customer remains authorized to collect the claim alongside us. We undertake not to collect the claim as long as the customer meets its payment obligations to us, there is no deficiency in its ability to pay, and we do not assert our retention of title by exercising a right in accordance with paragraph 3. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents, and informs the debtors (third parties) of the assignment. In addition, we shall be entitled in this case to revoke the customer's authority to resell 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) Unless otherwise specified below, the statutory provisions shall apply to the customer's rights in the event of material defects and defects of title.

(2) We are generally not liable for defects that the customer is aware of at the time of conclusion of the contract or is not aware of 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 are entitled to make the subsequent performance owed dependent on the customer paying the remuneration due. However, the customer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

(4) The customer must give us the time and opportunity necessary 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 must return the defective parts to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or its reinstallation 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, as well as any removal and installation costs, in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand reimbursement from the customer for the costs incurred as a result of the unjustified request to remedy 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. if operational safety is at risk or to prevent disproportionate damage, the customer has the right to remedy the defect themselves and to demand reimbursement from us for the objectively necessary expenses incurred, provided that no safety-relevant parts are affected. We must be notified of such self-remedy immediately, if possible in advance. The right to remedy the defect yourself does not apply if we would be entitled to refuse corresponding subsequent performance in accordance with the statutory provisions.

(7) If the subsequent performance has failed or 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. However, there is no right of withdrawal in the case of an insignificant defect.

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

§ 12 Other liability

(1) Unless otherwise specified in these General Terms and Conditions, including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We shall be liable for damages – regardless of the legal basis – within the scope of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, we shall not be liable, subject to statutory limitations of liability (e.g., diligence in our 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, limb, or health,

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

(3) The limitations of liability resulting from paragraph 2 also apply to third parties and to breaches of duty by persons (including for their benefit) for whose fault we are responsible according to statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods, or to claims by the customer under the Product Liability Act.

(4) The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. If the client exercises its right of termination in accordance with § 649 sentence 1 BGB, we may demand 15% of the agreed remuneration from the customer as a lump-sum payment if performance has not yet commenced. If performance has already commenced, 80% of the agreed remuneration and the costs of the parts already installed shall be payable. In all other respects, the statutory requirements and legal consequences shall apply.

(5) We are not obliged to insure the object of the order handed over by the client. The risk of insurance cover for the object of the order is borne solely by the client.

(6) The client must provide us with proof of adequate insurance coverage at any time upon request.

(7) If the client violates this obligation or if the necessary insurance cover is lacking, we shall be entitled to take out appropriate insurance at the client's expense, to advance the premium and to assert it as part of our claims.

§ 13 Limitation period

(1) Notwithstanding § 634a (1) No. 1 BGB, the general limitation period for claims arising from material defects and defects of title is one year from acceptance of the service. If no acceptance has been agreed, the limitation period shall commence upon delivery of the aircraft.

(2) The above limitation periods shall also apply to non-contractual claims for damages by the customer. Claims for damages by the customer pursuant to § 8 (2) sentence 1 and sentence 2(a) as well as under the Product Liability Act shall be subject exclusively to the statutory limitation periods.

§ 14 Force majeure

Serious events, such as force majeure, pandemics, labor disputes, unrest, embargoes, war or terrorist conflicts, which have 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 are in default. This does not result in automatic termination of the contract. The contracting parties are obliged to notify each other of such an obstacle and to adjust their obligations to the changed circumstances in good faith.

§ 15 Choice of law and place of jurisdiction

(1) These General Terms and Conditions and the contractual relationship between us and the customer are governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including 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 (German Civil Code). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions or a prior individual agreement, or at the customer's general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.