

## GENERAL TERMS AND CONDITIONS FOR SALES & SERVICES

Issue: 12-October-2021

### 1. General

1.1 Only these GENERAL TERMS AND CONDITIONS of Deutsche Aircraft GmbH shall apply to all present and future sales and services by Deutsche Aircraft GmbH but only vis-à-vis commercial enterprises within the meaning of Sec. 14 German Civil Code (“BGB”) and entities under public law and public law special funds (hereinafter: “Customer“). Deutsche Aircraft GmbH does not acknowledge any conditions of purchase and contract or any other general terms and conditions of business which deviate from or conflict with these General Terms and Conditions. These General Terms and Conditions shall apply exclusively, even if Deutsche Aircraft GmbH conducts sales or renders services without reservations and with knowledge of Customer’s terms and conditions which conflict with or depart from these General Terms and Conditions of Business.

1.2 Except for Deutsche Aircraft GmbH’s binding offers accepted by Customer in the period of time stated therein, contracts are concluded upon Customer’s order and Deutsche Aircraft GmbH’s acceptance of such order. Where Customer accepts Deutsche Aircraft GmbH’s binding offers after the period of time stated therein, such acceptance shall be a new order by Customer. Deutsche Aircraft GmbH’s offers are non-binding and subject to change unless they are expressly marked as binding or include a specified period of time for acceptance.

1.3 Where a non-binding offer is made by Deutsche Aircraft GmbH, Customer is bound by its order for and Deutsche Aircraft GmbH is entitled to accept Customer’s order within 2 weeks after having received Customer’s order. Deutsche Aircraft GmbH can declare its acceptance in writing or by delivering the goods or providing services to the Customer as ordered within the timeframe of said 2 weeks.

1.4 Orders (e.g. AOG) placed by phone call must be confirmed by Deutsche Aircraft GmbH to be binding. Delivery is subject to Customer’s confirmation in writing, to be done without delay, in cases of AOG however no later than two hours after Deutsche Aircraft GmbH’s confirmation and only where placed by an aircraft operator or a directly appointed agent. Deutsche Aircraft GmbH does not accept confirmation by an overhaul agency or a dealer. In case of services pursuant to Article 9, customer first must provide a reservation request and must confirm Deutsche Aircraft GmbH’s subsequent offer in writing within the period stated in Deutsche Aircraft GmbH’s offer for it to become a binding contract.

Issue: 12. October 2021

Page 1 of 8

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Management: Anthony Shakesby, Dave Jackson

1.5 In case of design changes, product enhancements, changes due to mandatory law or deviations which are industry standard, Deutsche Aircraft GmbH may deliver such parts instead of those ordered provided that such parts do not limit the contractually agreed purpose of use. Any increase in purchase price requires Customer's consent.

1.6 Any specification of a part or service (e.g. weight, dimensions or other technical data) or the description of such part or service does not constitute any guarantee and is only approximate unless expressly stated otherwise or where exact specifications of such product or service are pre-requisite for the contractually agreed purpose.

1.7 Deutsche Aircraft GmbH reserves the right to rescind the contract, if due to Customer's lack of creditworthiness or payment history Deutsche Aircraft GmbH has reasonable grounds to believe that the payment of the purchase price is jeopardized. For the same reason Deutsche Aircraft GmbH may withhold delivery until Customer has demonstrated that its creditworthiness has improved, e.g. by paying all outstanding bills Customer has at that time with Deutsche Aircraft GmbH. Customer's right to withhold reasonable amounts for rectification of defects or where withholding such amounts has been accepted by Deutsche Aircraft GmbH or established by non-appealable court judgement remains unaffected.

## 2. Prices and Payments

2.1 The prices as quoted shall apply. The prices are net, excluding VAT and apply EX WORKS (EXW - Incoterms 2020) Deutsche Aircraft GmbH's place of business except for services rendered by Deutsche Aircraft GmbH under Article 9, for which services shall be rendered in Velbert, Germany. Where delivery of ordered spare parts takes place more than 4 months after acceptance of the order without Deutsche Aircraft GmbH being responsible for such delivery period, Deutsche Aircraft GmbH reserves the right to adjust the agreed price for additional costs incurred and evidenced by Deutsche Aircraft GmbH (e.g. due to an increase in price from Deutsche Aircraft GmbH's suppliers). If the price is increased by more than 10 % Customer is entitled to cancel the order.

2.2 AOG orders are subject to specific charges published in the then current Customer Support Manual. Upon request Deutsche Aircraft GmbH will provide Customer with Deutsche Aircraft GmbH's Customer Support Manual current at the time of placing Customer's order.

2.3 Payments shall be made within 14 days after receipt of the invoice by the Customer. If not paid within said period the Customer will be automatically in default. If the receipt date of the invoice by a Customer is uncertain Customer will be automatically in default at the latest 14 days after receipt of the ordered goods or services. For Consumers this applies only if the invoice draws attention to this consequence.

Issue: 12. October 2021

Page 2 of 8

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2.4 Where Customer is in delay of payment, Sec. 288 BGB shall apply. Deutsche Aircraft GmbH reserves its right to prove and claim additional damages caused by the default.

2.5 Place of performance for Customer payments is Deutsche Aircraft GmbH's place of business in Oberpfaffenhofen.

2.6 The Customer is entitled to offsetting only if Customer's counterclaim is undisputed by Deutsche Aircraft GmbH or has been recognized by a non-appealable court judgement.

2.7 Payment is due in the currency of the invoice and shall be effected by electronic bank transfer into the nominated bank account of Deutsche Aircraft GmbH. Charges are for account of the Customer.

2.8 In its reasonable business judgement Deutsche Aircraft GmbH is entitled to request adequate advance payments or sufficient letter of credit where agreed in advance.

2.9 In case we offer the option to pay via credit card payment we assign claims against our customers to First Data GmbH, Marienbader Platz 1, 61348 Bad Homburg, Germany ("First Data") and First Data processes our customers' credit card payments. In this capacity, First Data is acting as a 'controller' under Article 4 (7) of the General Data Protection Regulation (GDPR). You can find more information in our privacy policy under <https://deutscheaircraft.com/privacy-policy/> and in the privacy policy of First Data GmbH under <https://www.telecash.de/datenschutz>.

### 3. Delivery, Terms, Delay in Performance

3.1 Partial deliveries of goods and partial services are permitted provided that the partial delivery or service serves the contractual purpose, the delivery of the remaining parts or services is secured and the Customer will not be burdened by substantially increased work or cost. Deutsche Aircraft GmbH shall inform Customer without delay with respect to such partial deliveries or services.

3.2 Unless otherwise agreed Deutsche Aircraft GmbH - in particular with respect to services under Article 9 - delivers goods or provides services within the period stated under „Lead Time“ in the spare parts catalogue or in the quotation. Deviating dates for delivery of goods or rendering of services apply only if confirmed by Deutsche Aircraft GmbH in writing. Should advance payment or opening of a letter of credit have been agreed upon, Deutsche Aircraft GmbH may demand that periods will start to run once the Customer has fulfilled those obligations. Section 7.1 of General Terms and Conditions shall apply. Deutsche Aircraft GmbH's rights - in particular the right to claim non-fulfillment of Customer's obligations - remains unaffected. Delivery is timely in case of EXW (Incoterms 2020) where Customer has been informed by Deutsche Aircraft GmbH on the delivery date that the goods are ready for pickup.

Issue: 12. October 2021

Page 3 of 8

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3.3 Deutsche Aircraft GmbH's liability for delay in delivery or provision of services shall be limited in accordance with Article 5 hereof and for services rendered pursuant to Article 9 according to this Article 9.

#### 4. Defects in Quality or Title of Goods

4.1 The statutory claims of Customer in case of defects in quality or title of goods shall be modified as follows:

4.1.1 Where the Customer is entitled to rectification of a defect, Deutsche Aircraft GmbH may choose, considering Customer's justified interest, if the rectification will be achieved by repair, replacement or rework. In case the elimination fails once, the Customer may withdraw from the contract or may reduce the price in accordance with statutory provisions.

4.1.2 In case of delivery of new goods, claims based on defects shall be subject to a limitation period of 1 year after the statutory commencement of the limitation period unless Deutsche Aircraft GmbH has expressly given a guarantee.

4.2 Damage claims are governed by Article 5. below.

4.3 Claims in case of defects in quality or title of products are excluded in each case unless Deutsche Aircraft GmbH has given a guarantee or has fraudulently concealed a defect, if:

4.3.1 Customer has failed (i) to inspect the delivered goods without undue delay with respect to faultlessness and completeness and (ii) to give notice to Deutsche Aircraft GmbH about any discovered defects or defects which could have reasonably been discovered without undue delay, in each case describing a defect in as much detail as possible. Sections 377, 378 German Commercial Code ("HGB") shall apply accordingly.

4.3.2 the defect is due to normal wear and tear, Force Majeure, improper or negligent handling, excessive stress, nonobservance of legal requirements or technical or operating instructions unless Customer furnishes proof that the defect was not attributable to such circumstances.

4.3.3 defective goods have been modified, overhauled or repaired by the Customer or third parties after receipt unless proof is furnished by Customer that the defect was not attributable to such modification, overhaul or repair.

4.3.4 used goods were ordered by Customer and delivered. In this case, any claims for damages and frustrated expenditures under statutory law remain unaffected, however are subject to Section 5 of these General Terms and Conditions.

Issue: 12. October 2021

Page 4 of 8

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4.4 For warranty handling Deutsche Aircraft GmbH recommends observance of the procedure described in the Customer Support Manual. These procedural directives will ensure the smooth handling of warranty cases. In no case they shall extend or restrict Customer's warranty claims. The Customer is entitled at any time to receive an updated issue of such procedural directives.

4.5 If Deutsche Aircraft GmbH delivered goods not manufactured by Deutsche Aircraft GmbH, any claims Deutsche Aircraft GmbH may have against its suppliers may be assigned to the Customer. Should the Customer, without any fault on Customer's part, fail to obtain rectification of defects from the respective supplier such rectification will be performed by Deutsche Aircraft GmbH pursuant to Section 4 hereinabove.

4.6 Deutsche Aircraft GmbH may withhold repair, replacement or repayment of purchase price until Customer has handed over the defective part which shall become Deutsche Aircraft GmbH's property upon replacement or - as the case may be - Customer's rescission of the agreement.

## 5. Liability

5.1 Deutsche Aircraft GmbH shall (irrespective of the legal grounds thereof) bear unlimited liability in each case for damages arising from

- injury to life, limb or health based on an intentional or negligent breach/otherwise on intentional or negligent conduct
- by us or one of our legal representatives or vicarious agents;
- for the lack or the failure of a guarantee assumed by Deutsche Aircraft GmbH including a minimum shelf-life under the conditions
- outlined in these General Terms and Conditions of Business;
- based on an intentional or grossly negligent breach of obligation/otherwise on intentional or grossly negligent conduct by us or one of our legal representatives or vicarious agents;
- based on the fact that Deutsche Aircraft GmbH has concealed a defect in a fraudulent fashion.

Issue: 12. October 2021

Page 5 of 8

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5.2. Unless otherwise agreed in sub. 5.1, 5.4 or Article 9 hereof, Deutsche Aircraft GmbH's liability shall be limited to compensation of such losses as are typical to the contract and foreseeable for losses and damage which are based on simple or slightly negligent breach of material contractual obligations ("Kardinalpflichten") by Deutsche Aircraft GmbH or one of its legal representatives or vicarious agents. Material contractual obligations ("Kardinalpflichten") are obligations without satisfaction of which it is not possible to properly perform the contract at all and on compliance with which the Purchaser is entitled to rely.

5.3. Unless otherwise agreed in subs. 5.1, 5.2 and 5.4 hereof, Deutsche Aircraft GmbH shall bear no liability for cases of simple negligence.

5.4. The limitations and disclaimers of liability referenced above at subs. 5.2 and 5.3 shall not apply with respect to Deutsche Aircraft GmbH's liability under the German Products Liability Act.

5.5. The defence of contributory negligence ("Mitverschulden") (Sec. 254 BGB) shall remain unaffected by the foregoing.

5.6. The contractual provisions set out above shall apply mutatis mutandis in favour of Deutsche Aircraft GmbH's constitutive bodies, legal representatives, salaried employees and other vicarious agents.

5.7. The contractual provisions set forth above shall apply irrespective of whether claims are contractual or statutory in nature and shall apply likewise with respect to liability for compensation of frustrated expenditures.

## **6. Retention of Title, Pledge and Right of Retention**

6.1 Deutsche Aircraft GmbH retains title to the respective goods delivered or services provided including claims for default if any until such have been paid in full with respect to all claims resulting from the business relationship. Deutsche Aircraft GmbH commits itself, however, upon Customer's request, to release collaterals at Deutsche Aircraft GmbH's option if Deutsche Aircraft GmbH, at reasonable discretion, no longer needs such collaterals for securing Deutsche Aircraft GmbH's claims.

6.2 The Customer shall not be allowed to sell, pledge, transfer as a security or otherwise dispose of the goods subject to Deutsche Aircraft GmbH's retention of title unless Deutsche Aircraft GmbH's prior written approval is obtained.

6.3 If the goods subject to Deutsche Aircraft GmbH's retention of title are drawn upon by third parties (e.g. by seizure), Deutsche Aircraft GmbH's contractual partner shall point out such retention of title and immediately inform Deutsche Aircraft GmbH of the occurrence.

Issue: 12. October 2021

Page 6 of 8

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## 7. Export

7.1 Customer is responsible for compliance with all applicable export and import control laws and regulations in particular those of Germany, the EU and the USA. Customer will obtain import, export, and re-export approvals and licenses required for any goods, transfers, services and technical data delivered necessary and will retain documentation to support compliance with those laws and regulations. Deutsche Aircraft GmbH may withhold fulfilment of its duties under an agreement concluded with Customer in case fulfilment would be contrary to such export and import control laws.

The goods and services are intended for the contractual use in the dedicated country/countries only.

7.2 Deutsche Aircraft GmbH is not liable for any delay or failure to provide goods or services as a result of governmental actions which impact Deutsche Aircrafts GmbH's ability to perform.

## 8. Applicable Law and Jurisdiction

8.1 With the exclusion of the Hague Convention Relating to a Uniform Law on the International Sale of Goods and the United Nations Convention on Contracts for the International Sale of Goods, the laws of the Federal Republic of Germany shall apply to all agreements between Customer and Deutsche Aircraft GmbH.

8.2 If the Customer is a trader ("Kaufmann"), an entity under public law, a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising directly or indirectly out of this contractual relationship shall be Deutsche Aircraft GmbH's place of business at Wessling allowing Deutsche Aircraft GmbH, however, to take action also before the courts at the location of Customer's registered office.

## 9. Deutsche Aircraft GmbH's Flight Simulator Services

9.1 With respect to services rendered by Deutsche Aircraft GmbH in connection with enabling Customer to use the flight simulator, the following shall additionally apply.

9.2 Customer shall bare all of its costs in connection with enabling Customer to use the flight simulator, including, but not limited to travel expenses.

9.3 In case Customer is not able to use the flight simulator at the date and time agreed between the Customer and Deutsche Aircraft GmbH due to reasons not attributable to Deutsche Aircraft GmbH, Deutsche Aircraft GmbH's payment claim remains unaffected, but shall be reduced by expenditures saved by Deutsche Aircraft GmbH.

Issue: 12. October 2021

Page 7 of 8

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9.4 In lieu of Article 5.2 in case Customer is not able to use the flight simulator at the date and time agreed between the Customer and Deutsche Aircraft GmbH due to reasons attributable to Deutsche Aircraft GmbH, Deutsche Aircraft GmbH shall forfeit its right to (keep) payment for the specific service at such date and time, but shall not be liable for any costs incurred by Customer pursuant to Article 9.2.

Issue: 12. October 2021

Page 8 of 8

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