



General Terms of Business (GTB)

Valid as from: 01.01.2019

1. GENERAL

- 1.1. Design4Pilots GmbH operates exclusively on the basis of these General Terms of Business (GTB); they form an essential part of each delivery and service by Design4Pilots GmbH and shall be valid also in the future for all further business and agreements.
- 1.2. Purchasing terms or other terms of business of the principals (hereinafter called principal or buyer or customer) shall not be valid and are thus renounced explicitly. Design4Pilots GmbH thus states explicitly that it solely wants to contract on the basis of these GTB. If, as an exception, the application of the GTB of the principals is agreed in writing, their stipulations shall be valid only as far as they do not collide with these GTB. Non-colliding stipulations in the GTB shall continue to be valid side by side.
- 1.3. Amendments and supplements to these GTB shall require the written form to be legally valid. Similarly, this requirement of the written form may be abandoned only in writing. It is stated that there are no collateral agreements.

2. OFFERS, PRICES, PAYMENTS, CONDITIONS

- 2.1. The offers in the dealer web portal represent a non-binding invitation to the customer for ordering goods there. By ordering the goods, the customer submits a binding offer for the conclusion of a purchase agreement.
- 2.2. The prices offered and the discount rates of Design4Pilots GmbH shall be valid only for the respective individual order. Unless agreed otherwise explicitly in writing, the prices are net prices ex supplier without value-added tax, without packaging, without delivery, without reduction, in Euros. The prices are valid subject to possible price increases due to higher prime cost, increase of customs duties, changes of official exchange rates and other expenses. Such increases are included in the payment obligation of the buyer/principal as well as any taxes, customs duties, packaging and shipping costs that may possibly accrue. A right of rescission of the principal cannot be derived from such price increases.
- 2.3. The offers of Design4Pilots GmbH are subject to changes and non-binding. Data on dimensions, weights, quantities, technical data and delivery times are non-binding. Design4Pilots GmbH reserves the property and copyrights and/or exploitation rights in cost estimates, drawings and all documents. The respective buyer is bound to his/her offers or orders for at least 30 days.
- 2.4. Design4Pilots GmbH shall be entitled to deliver the goods in accordance with the immediate payment of the entire purchase price.
- 2.5. Claims by Design4Pilots GmbH shall be due immediately after invoicing. In case of payment default the buyer is obliged to pay default interest of 8% per annum above the basic interest rate, as applicable.
- 2.6. In case of default the buyer undertakes to fully refund all dunning expenses, costs and cash expenses connected with the recovery of the purchase price, so that under no circumstances costs from which title whatsoever must not accrue to Design4Pilots from the collection and, eventually, assertion of the claims in court.
- 2.7. The buyer/principal is not entitled to exercise a right of retention and the set-off of counterclaims, in particular warranty and guarantee claims must not be used as a reason for retaining any payments due.
- 2.8. If the financial condition of the principal worsens, Design4Pilots GmbH is entitled to immediately mature the compensation agreed or the purchase price as well as to carry out the order only against down-payment.

3. RESCISSION / REVOCATION

Rights of rescission as well as of revocation of the principal are excluded.

4. OWNERSHIP

- 4.1. The good delivered shall, until the complete fulfilment of the buyer's obligation, particularly the payment of the purchase price plus ancillary costs and interest, fees, expenses etc., remain in the ownership of Design4Pilots GmbH. The buyer is entitled to dispose of the goods within the framework of regular business management and to also sell them. Extraordinary dispositions, e.g. pledging or transfer by way of security are not admitted. In case of pledging of reserved goods, the buyer shall inform Design4Pilots thereof immediately and support Design4Pilots GmbH in securing the rights as well as to refund all costs accruing in this respect to Design4Pilots GmbH.



- 4.2. A resale of goods under reservation of title is allowed only by keeping up the reservation of title. In such a case the buyer shall assign all rights to which he/she is entitled based on this sale (claims of purchase prices, reservations of title etc.) to Design4Pilots GmbH. Upon request of Design4Pilots GmbH the buyer is obliged to hand over all documents on the resale and to immediately invoice all pending claims.
- 4.3. Design4Pilots GmbH is entitled, in case the retention of title is asserted, to collect the goods without further agreement and to introduce all measures required in this respect.

5. OBLIGATIONS OF THE PRINCIPAL

- 5.1. The principal shall be liable that machines and facilities (particularly the "AiR LiFT®" aircraft lifting platform) on which Design4Pilots GmbH works in compliance with its agreement shall comply with the requirements of industrial safety and the statutory provisions.
- 5.2. The principal shall be liable that in the operation of machines and facilities, the specifications provided for operation in order to meet the operational safety stipulated by law are complied with. In particular the principal is obliged to set the item delivered into operation only in accordance with the operating instructions, operating regulations, safety rules and other statutory provisions.
- 5.3. Prior to each start-up the principal shall verify the operability, safety devices and settings of the machine or plant. The start-up and operation may be carried out only by persons instructed and trained in the operating mode and hazards of the machine or plant, who have read the operating instructions and observed the safety rules. In particular, machines and plants may be operated only with the prescribed protective clothing and equipment.
- 5.4. The principal shall comply with the operating and start-up instructions of the manufacturer handed over on the occasion of the purchase of devices or machines, he shall in particular have prescribed maintenance work carried out competently.
- 5.5. The principal shall take care that safety equipment of machines and devices is not removed and that it is kept safely to avoid a start-up by unauthorised persons, particularly children.
- 5.6. As far as required for the performance of the service, the principal is obliged to disclose exactly in writing to Design4Pilots GmbH all specifications and the intended area of application.

6. WARRANTY / LIABILITY / PRODUCT LIABILITY

- 6.1. Design4Pilots GmbH shall only be liable for intentional or grossly negligent damage. A liability for slight negligence is excluded.
- 6.2. The warranty term shall be 12 months. In case of goods of second choice and/or used devices, the warranty is excluded explicitly.
- 6.3. Design4Pilots GmbH tries to precisely comply with supply and completion schedules. However, the principal also undertakes to accept the goods after the delivery schedule. After exceeding the delivery schedule for a month, the principal shall have the right to rescind the contract by setting an 8-week period of grace.
- 6.4. The buyer is obliged to examine the goods delivered immediately and completely. Defects noticed shall be communicated immediately by telephone and by means of registered letter. If the buyer does not comply with these obligations in time or not entirely, a warranty claim for such defects is excluded. Defects occurring later shall also be communicated immediately to Design4Pilots GmbH by the buyer with the same legal effects by means of registered letter. All warranty claims shall expire if changes were carried out in the goods by a third party or by installing third-party parts. For the assertion of warranty claims it is required that the buyer fully comply with all regulations by Design4Pilots GmbH on handling the subject matter of the purchase. Another prerequisite is the adequate use and storage by the buyer, to be proven by the buyer in case of dispute.
- 6.5. In case of assertion of warranty claims, the buyer is obliged to grant a term of at least 6 weeks for correction. He shall be entitled to claims or price reduction or redhibition only provided that all correction attempts carried out within an adequate term have not yielded any result. The buyer is under the obligation to support Design4Pilots GmbH as far as possible when performing warranty obligations and to comply with all instructions by Design4Pilots GmbH in this respect.
- 6.6. The warranty claim explicitly excludes a natural wear and damage caused by negligence, inadequate handling and average. The obligation of warranty shall expire in case of resale or transfer during the warranty term.
- 6.7. In case of elimination of defects by Design4Pilots GmbH the originally agreed term of 12 months is not prolonged. Only with respect to exchanged genuine spare parts shall the warranty term expire anew as from delivery.



- 6.8. The products only offer the safety which, based on approval regulations, operating instructions, provisions of the manufacturer plant and/or of Design4Pilots GmbH on handling as well as with respect to the prescribed inspections and other hints, may be expected with cautious and careful consideration. The buyer is prohibited to present the goods in a way that safety expectations beyond that may result.
- 6.9. It is stated explicitly that indications in the descriptions on outputs, weights, operating costs, speeds etc. are to be considered as approximate values and have no binding force.
- 6.10. If the principal is a consumer according to KSchG [Act on Consumer Protection], the statutory warranty rules shall apply.
- 6.11. The liability for consequential damage, loss of profit as well as claims of third parties are excluded in any case. This is also valid for damage caused by an untimely completion (default damage), particularly if the delay is caused by serious or unforeseeable operating disturbances, supply problems or non-appearance of labour. A liability for damage caused by faulty operation, incorrect setting of the machine or of the item delivered shall be excluded. Nor is Design4Pilots GmbH responsible for any contaminations in items of third parties or the environment which might be caused by operation.
- 6.12. Claims for damages shall become statute-barred within 12 months as from the knowledge of the damage and the damaging party, except for a claim for tort.
- 6.13. Recourse claims against Design4Pilots GmbH resulting from the liability according to the Product Liability Act are excluded.
- 6.14. A trial operation is carried out exclusively at the risk of the principal. The latter is liable vis-à-vis Design4Pilots GmbH for all damage caused by a trial operation. Design4Pilots GmbH shall not be liable for damage caused by Design4Pilots GmbH to the principal during the trial operation, e.g. to the machine or to the vehicle.
- 6.15. Force majeure: Events of force majeure affecting Design4Pilots GmbH or one of the presuppliers of Design4Pilots GmbH shall entitle Design4Pilots GmbH to suspend the supplies for the duration of the obstruction and a reasonable starting period or, in accordance with its effects, to rescind the contract entirely or partly. If the delivery is delayed by more than three months due to effects of force majeure, the buyer shall be entitled within two weeks to rescind that part of the supply affected thereby.
- 6.16. Events of force majeure are the following, without being restricted thereto: all effects of forces of nature, i.e. earthquake, lightning, frost, storm, floods, war, laws, measures by authorities, seizures, transport disturbances, export, import and transit bans, international payment restrictions, shortage of raw materials and energy; and operational disturbances such as explosion, fire, strikes, sabotage and all other events which might be avoided only at disproportionate costs and with economically not justifiable means.
- 6.17. If defects and/or damage is caused to the principal in or from goods not manufactured by or by order of Design4Pilots GmbH, but which are distributed only by Design4Pilots GmbH, any warranty and damages are excluded by common consent in the legal relationship between Design4Pilots GmbH and the principal shall resort directly to the respective manufacturer and shall keep indemnified Design4Pilots GmbH in this respect. Design4Pilots GmbH shall in this regard communicate to the principal information on the respective manufacturers after being requested to do so in writing.

7. TAKING DELIVERY / ACCEPTANCE DEFAULT / TRANSPORT DAMAGE

- 7.1. Shipping mode and shipping route will be determined by Design4Pilots GmbH unless a different agreement in writing was made. Unless agreed differently in writing, the price risk shall pass to the buyer upon shipment of the goods — in case of acceptance default of the buyer upon readiness for shipment. A storage of the products under this agreement after readiness for shipment of the products under this agreement by Design4Pilots GmbH on its own storage yards as well as on those of third parties shall then be carried out at the risk of the buyer. The products shall be loaded onto the transport means to be provided by the buyer by Design4Pilots GmbH at the risk of the buyer.
- 7.2. The double amount of the locally usual amount for licensed warehouse keepers is agreed as storage compensation. The work is suspended until the buyer pays the entire purchase price including ancillary claims. The buyer shall not be entitled to claims for damages from a delay in this respect. He, in term, shall reimburse the additional costs thus accrued before the continuation of the work is started.
- 7.3. In case of acceptance default or storage of the goods by Design4Pilots GmbH, the buyer has lost his claim for consignment. He only has a right to delivery of the goods with the payment of all claims, particularly also of the entire storage compensation. Acceptance default shall also occur in case the financial soundness and/or solvency of the buyer is to be doubted. In such a case Design 4 Pilots GmbH shall be entitled to demand a bank guarantee at the expense of the buyer.



7.4. In case of non-compliance by the buyer for any reason whatsoever, Design4Pilots GmbH shall be entitled to demand a cancellation fee of 20% of the gross value of the goods.

7.5. The risk of loss and deterioration shall pass to the principal as soon as Design4Pilots GmbH has handed over the goods to the shipping company, forwarder, carrier or any other person/company designated for shipment.

8. PROTECTION OF PLANS

8.1. Plans, brochures, reports, technical documents etc. by Design4Pilots GmbH are protected by copyright. Any entire or partial publication is allowed only with the consent by Design4Pilots GmbH; similarly, the same holds true for the disclosure and repeated utilization by third parties or the principal himself.

8.2. Design4Pilots GmbH shall be entitled, and the principal, however, shall be obliged, to state the name (company, business designation) of Design4Pilots GmbH in case of publications and announcements on the project.

9. RESCISSION OF CONTRACT BY DESIGN 4 PILOTS GMBH

9.1. Design4Pilots GmbH may rescind the performance of a contract if an insolvency proceeding and/or preliminary proceeding was initiated with respect to the assets of the principal/customer or the institution of such proceeding was refused for the lack of cost recovery.

9.2. Another reason for the rescission of the contract will result for Design4Pilots GmbH whenever the principal/customer has provided incorrect or incomplete indications and information for an audit of the financial soundness of the order and/or whenever the financial conditions of the principal/customer deteriorate considerably when compared to the date of application.

9.3. Furthermore, another reason for the rescission of the contract is applicable for Design4Pilots GmbH if the further business relationship with the customer would be unreasonable for Design4Pilots GmbH.

10. CHANGE OF RESIDENCE / SEAT OF PRINCIPAL

The principal shall communicate directly in writing to Design4Pilots GmbH any change of residence or company seat and employer as well as of the location of the goods supplied under reservation of title. Declarations on the part of Design 4 Pilots GmbH may be sent in legally effective form to the address of the principal communicated last.

11. COPYRIGHT

As far as Design4Pilots GmbH has carried out developments on behalf of the customer, Design4Pilots GmbH is entitled to disclose these developments also to other persons if the customer has borne the development expenses. The disclosure of knowledge from developments to the customer shall, due to the lack of an agreement to the contrary, be carried out only in the form of a licence.

12. DATA PROTECTION

The principal agrees that for the purpose of business processing the name, address, turnover and invoice data, payment and accounting data as well as banking data will be stored in the data processing system of Design4Pilots GmbH. Data transmissions are provided only in accordance with the legal stipulations and in money transactions.

13. JURISDICTION

The materially competent court in the provincial capital of Salzburg is agreed exclusively as place of jurisdiction for any disputes arising from the business relationship between the parties.

14. APPLICABLE LAW

Austrian material law with the exclusion of the UN Convention on the international sale of goods shall be applicable to the business relationships between the parties.

15. CONTRACT LANGUAGE

The contract language shall exclusively be German.

16. SEVERABILITY CLAUSE

If a provision of these GTB is entirely or partially ineffective or becomes ineffective due to mandatory stipulations, the remaining provisions of these GTB shall remain valid without any change. The parties undertake to substitute the ineffective provision by an effective provision which, as far as the content is concerned, is economically as close as possible to the ineffective provision.