

General Terms and Conditions for Consumers

**1. General Information**

- 1.1. Offers, deliveries and other services from **aps Aviation Parts Service GmbH (aps)** shall be provided exclusively on the basis of these sales, delivery and payment conditions which are considered accepted for the duration of the entire business relationship, i.e. even without new explicit agreement for future orders and services, unless otherwise agreed in writing between the parties. Any deviating conditions claimed by the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client (Customer), that are not expressly acknowledged in writing shall not be considered binding for the Vendor, even if these conditions are not expressly contradicted.
- 1.2. The individual services from **aps** can be found in service certificates or service descriptions.

**2. Offers, Orders**

- 2.1. Offers from **aps** shall be subject to change. Special services and deliveries provided for the purpose of submitting an offer, e.g. travel, dismantling, etc., shall also be charged to the Customer if the planned services are not carried out or has been carried out in a modified form.
- 2.2. A legally binding contract shall only be concluded when **aps** confirms the order in writing, by telex, by fax or by e-mail. This also shall apply to orders accepted by representatives as well as to orders placed by telephone or fax and changes to orders by the Customer.
- 2.3. **aps** shall reserve the right to rescind the contract without giving reasons until the risk of changed prices has passed (delivery of the Goods to the Customer). **aps** shall not reimburse any resulting fidelity damage.
- 2.4. If the Customer rescind the contract, the following costs may incur to **aps**:
  - > Freight costs or transport costs that may arise from the acquisition of the part ordered by the Customer
  - > Return freight costs arising to **aps** from returning the Goods to the Supplier
  - > Restocking fee that may be charged by the Supplier

In the case of cancellation, the Customer shall bear all costs in full incurred to **aps** for the above-mentioned reasons.

- 2.5. If **aps** orders are placed for the purpose of maintenance, repair or processing of parts supplied by the Customer, a list with the exact designations and, if necessary, the dimensions of the individual parts must be attached to them. If such a list is not included, the information in the **aps** order confirmation shall serve as evidence of the parts delivered.
- 2.6. In the absence of any other agreement, parts and materials replaced by **aps** shall become the property of **aps** without compensation.

**3. Lieferbedingungen**

- 3.1. Unless otherwise agreed, the Goods are available for collection or acceptance at the **aps** warehouse location. If the collection or acceptance is not carried out by the Customer himself, but by an agent, he must be able to prove that he is authorized to receive the Goods. **aps** shall be entitled, but not obliged, to check this legitimation.
- 3.2. **aps** shall deliver the Goods at the Customer's request, this is done at the Customer's expense.
- 3.3. Partial deliveries and partial services shall be permissible.
- 3.4. Delivery times stated by **aps** are only binding if they have been expressly agreed in writing between the Parties.
- 3.5. If **aps** delivery or service is delayed, the Customer shall set a reasonable grace period. If **aps** fails to deliver the Goods or perform the agreed services within this grace period, the Customer has the right to rescind the contract.
- 3.6. **aps** shall have no liability for any failure to comply with any bindingly agreed delivery time to the extent that such failure is caused by a Force Majeure Event or other unforeseen events through no fault of their own which not only temporarily make delivery or performance significantly more difficult or impossible – even such event/s occur with suppliers of **aps** or their sub-suppliers. In these cases, **aps** is entitled to either postpone the delivery date or the service by the duration of the hindrance or to rescind the contract. In the event of Force Majeure or other unforeseeable and involuntary events, the Customer is not entitled to claim compensation of any sort, regardless the legal reason.

#### **4. Prices, Payment**

- 4.1. All the prices are ex works from **aps**, inclusive value added tax and exclusive carriage, freight costs and packing, unless expressly agreed otherwise, e.g. ex works of the manufacturer. The Customer shall bear packaging costs if provided by **aps**.
- 4.2. The Customer shall pay all amounts in full without any set-off, counterclaim or deduction immediately upon receipt of the invoice. Unless otherwise agreed, det-offs or deductions are not permitted.
- 4.3. Customers may only offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.
- 4.4. Any of **aps**' receivables from the business relationship shall be immediately payable in the event of a default in payment or justified doubts about the Customer's solvency or creditworthiness. In any of these aforementioned cases, **aps** is authorized – without prejudice to other rights – to perform remaining deliveries only against advance payment. **aps** delivery obligations are suspended as long as the Customer is in arrears with a due payment. In the event of default in payment, **aps** is also entitled to charge interest at a rate of 6 percentage points above the respective base interest rate, insofar as it concerns payment claims. Even without a payment reminder issued by **aps**, the Customer shall be deemed to be in default in payment at the latest after expiry of a 30 days grace period from the due date and receipt of the invoice.

#### **5. Passing of Risk**

- 5.1. Risk in the Goods shall pass to the Customer on acceptance or, if no acceptance is planned, with the collection of the Goods at the **aps** warehouse location. In the case of dispatch, the risk shall pass to the Customer as soon as the delivery has been handed over to the person carrying out the transport or has left **aps** warehouse location for the purpose of dispatch. If dispatch is delayed at the Customer's request, the risk shall pass to the Customer upon notification of readiness for shipment. **aps** shall only take out transport insurance if so required by the Customer and at the latter's expense.

#### **6. Default in Acceptance**

- 6.1. The Customer is in default with the acceptance or collection if he does not collect the Goods or arrange for them to be dispatched within two weeks after he has been informed of the completion or availability of the Goods. If the Customer defaults in accepting or collecting, the risk of accidental deterioration, loss and destruction shall pass to the Customer.
- 6.2. If the Customer defaults in accepting or collecting, **aps** shall also be entitled to claim refund of any expenditure and compensation of damage associated therewith. If a period of grace of four weeks after notification of readiness expires without result, **aps** reserves the right to store the Goods elsewhere at the Customer's expense or to resell them.

#### **7. Insurance**

**aps** does not separately insure the subject of order handed over by the Customer. The Customer bears the risk of insurance coverage for the subject of the order while the repair is being carried out.

#### **8. Material/Items of the Customer**

- 8.1. If further items are handed over to **aps** with the subject of order, **aps** is only liable for damage to these items in accordance with Clause 11 of these Terms and Conditions.
- 8.2. The Customer shall grant **aps** a lien on all items delivered /handed over to it for all claims under the underlying contract concluded.

#### **9. Retention of Title**

- 9.1. Delivered Goods shall fully remain property of **aps** until the purchase price has been paid in full. If the Customer keeps. This reservation shall apply to the entire balance of all current account arrangements between the Customer and **aps**.
- 9.2. If the value of the above-mentioned realizable collateral deposited for the benefit of **aps** exceeds the amount of claims by a total of more than 20%, the Customer shall be entitled to demand that **aps** releases securities to the extent of the amount exceeding the limit of 20% at the discretion of **aps**.

9.3. In the event of default in payment by the Customer, **aps** shall be authorized – without prejudice to other rights – to rescind the Contract and reclaim the Goods at the Customer's expense if this intention has been declared and an adequate grace period set by **aps** has expired.

#### **10. Customer's rights in the event of deficiencies**

10.1. The Customer shall only assert the following rights if **aps** has been notified about the deficiency in writing within the limitation period and the Goods have been immediately made available to **aps** upon request.

10.2. In case of justified and timely notification of deficiencies, it is at **aps**' discretion whether **aps** remedies the defects by means of subsequent improvement and amendment or replacement delivery. In the case of improvement and amendment, **aps** may decide whether this shall be carried out by repairing or exchanging defective parts.

10.3. **aps** shall be entitled to improve and amend several times. If **aps** fails to remove the deficiency within a reasonable time or the improvement and amendment has failed, the Customer may rescind the contract or reduce the contract price appropriately within his statutory rights.

10.4. In case of unjustified claims of deficiencies that have caused an extensive re-examination, **aps** may invoice the costs of re-examination to the Customer.

10.5. For the sale of used Goods, the limitation period for claims of deficiencies shall be one year from the acceptance or collection of the Goods.

10.6. Any warranty shall be void if the Goods have been applied contrary to the operating manuals or instructions of **aps** or otherwise improperly installed, used or stored; or used not according to contract; or if the Goods has been maintained, repaired, modified or amended by the Customer or by a third party without the consent of **aps**, unless the Customer proves that these circumstances are not the cause for the claimed defect.

#### **11. Liability**

11.1. Claims for damages are – regardless of the type of breach of obligation and including unlawful acts – excluded, unless they are based on intentional or grossly negligent conduct.

11.2. In the case of a breach of essential contractual obligations, **aps** shall be liable for negligence, however, the compensation shall be limited to the amount for contract-typical and foreseeable damages. Claims for lost profit, saved expenses, compensation claims of third parties as well as other claims for indirect and consequential damages are not permitted.

11.3. The liability limitations and exclusions in the clauses 12.1 and 12.2 shall not apply for damages resulting from death, injury to health or physical injury.

11.4. If the liability of **aps** is excluded or limited, this shall also apply to employees, workers, representatives and vicarious agents of **aps**.

#### **12. Sonstiges**

12.1. Unless otherwise agreed in writing, these terms and conditions shall reflect the entire agreement between **aps** and the Customer. There are no oral ancillary agreements. Modifications, supplements and the suspension of these terms and conditions require the written form. This shall also apply to waiving the written form requirement.

12.2. Governing law between **aps** and the Customer, both for the conclusion and realization of the contract, shall be the law of the Federal Republic of Germany excluding the UN sales law (especially the United Nations Convention on Contracts for the International Sale of Goods).

12.3. Should any of the clauses of these General Term and Conditions be invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.