

General terms and conditions for commercial customers

1. General

- 1.1. These General Terms and Conditions apply to all orders placed through the online shop www.globalaviationparts.com by business and commercial customers of

Global Aviation + Piper Parts GmbH
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- 1.2. For all deliveries and services by Global Aviation + Piper Parts GmbH (GAPP), these conditions apply throughout the duration of the business relationship, even without a renewed explicit agreement for future orders, unless otherwise agreed in writing between the parties. Any confirmations from the client (customer) referring to their own terms and conditions are hereby rejected.
- 1.3. Specific services provided by GAPP are detailed in separate service documents or descriptions, which are separately agreed upon between the customer and GAPP.
- 1.4. The range of goods in our online shop is exclusively available to buyers who have reached the age of 18 years and are considered enterprises in the sense of § 14 BGB.

2. Offers, Orders, Contracts

- 2.1. All offers from GAPP are non-binding. Services and deliveries of a special kind provided for the purpose of a cost estimate will be charged to the customer even if they do not lead to execution or are only partially executed.
- 2.2. The presentation of goods in the online shop does not constitute a legally binding offer but an invitation to place orders.
- 2.3. By clicking the "Order with obligation to pay" button, the customer submits a legally binding offer (§ 145 BGB).
- 2.4. Upon receipt of the purchase offer, the customer receives an automatically generated email confirming that we have received the order

(acknowledgment of receipt). This acknowledgment does not constitute acceptance of the purchase offer. A contract is not formed by the acknowledgment of receipt alone.

- 2.5. A contract for the purchase of the goods only comes into effect when we explicitly accept the offer in writing or text form (e.g., letter, email, fax) or when we send the goods without prior express declaration of acceptance.

3. Delivery Conditions

- 3.1. Delivery is made from GAPP's warehouse, which is also the place of performance for delivery and any subsequent performance. Customers can pick up the goods locally. If the goods are taken over or accepted not by the customer but by a representative, the latter must provide appropriate identification. GAPP is entitled but not obligated to check this identification.
- 3.2. If goods are dispatched, this is done at the customer's expense and risk. Transport insurance will be concluded only upon the customer's request and at their expense.
- 3.3. Partial deliveries and services are permissible as long as they are reasonable for the customer, and any additional shipping costs incurred will be borne by the seller.
- 3.4. Delivery dates specified by GAPP are binding only if they have been expressly agreed upon in writing.
- 3.5. If GAPP is delayed in delivery or performance, the customer must set a reasonable extension period. If GAPP fails to deliver or perform within this extension period, the customer is entitled to withdraw from the contract.
- 3.6. Delays in delivery or performance due to force majeure or other unforeseen and unattributable events, as well as epidemics and pandemics that significantly hinder or make the delivery or performance temporarily impossible – even if they occur at suppliers of GAPP or their sub-suppliers – are not the responsibility of GAPP, even in the case of firmly agreed delivery dates. In these cases, GAPP is entitled to either postpone the delivery or performance for the duration of the impediment or to withdraw from the contract; any consideration already provided by the customer (in the form of payment of the purchase price) must be promptly

refunded. Claims for damages, regardless of the legal reason, are excluded in the case of force majeure, other unforeseen and unattributable events, and pandemics.

4. Prices, Payment Conditions

- 4.1. The prices listed on the product pages are net prices, excluding shipping costs and the applicable statutory value-added tax.
- 4.2. All prices are from GAPP's warehouse, exclusive of postage, freight costs, and packaging unless otherwise expressly agreed. The customer bears the applicable sales tax. If packaging is provided by GAPP, it will be charged at cost.
- 4.3. Payment is due by the agreed method immediately upon receipt of the invoice, without any deductions.
- 4.4. Offsetting or withholding payments is only allowed in the case of undisputed or legally established counterclaims by the customer, unless the counterclaim and the principal claim are mutually dependent.
- 4.5. If the customer is in default of payment or if there are justified doubts about the customer's ability to pay or creditworthiness, GAPP is entitled, without prejudice to other rights, to demand advance payments for deliveries not yet made and to declare all claims arising from the business relationship immediately due. GAPP's obligations to deliver are suspended as long as the customer is in default of a due payment. In case of payment default, GAPP is also entitled to charge interest on arrears at a rate of 9 percentage points above the respective base interest rate, as far as it concerns payment claims.
- 4.6. If the net purchase prices for the materials subject to the contract, payable under call-off orders, increase or decrease by more than 5 percent at the time of their delivery, each party has the right to demand from the other the initiation of supplementary negotiations, with the aim of achieving an appropriate adjustment of the contractually agreed prices for the affected contract materials to the current delivery prices through agreement.

5. Transfer of Risk

The risk passes to the customer upon acceptance of the goods, or if no formal acceptance is provided, at the time of handover of the goods at GAPP's

warehouse. In the case of shipment, the risk transfers as soon as the shipment is handed over to the person performing the transport or leaves GAPP's warehouse for shipping purposes. If shipping is delayed at the request of the customer, the risk transfers upon notification of readiness for shipment

6. Default in Acceptance

- 6.1. The customer is in default of acceptance if they do not pick up the goods or initiate shipping within two weeks after being notified of the readiness of the goods. Upon default in acceptance, the risk of accidental deterioration and accidental loss transfers to the customer.
- 6.2. If the customer is in default of acceptance, GAPP is also entitled to demand compensation for the damage incurred, fixed at a maximum of 20% of the purchase price. The customer is permitted to prove that GAPP incurred no damage or significantly less damage. GAPP is allowed to prove that a higher damage has occurred. After a period of four weeks from the notification of readiness for pickup, GAPP reserves the right to store the goods elsewhere at the customer's expense or to sell them otherwise.

7. Insurance

GAPP does not separately insure items provided by the customer for warranty purposes. The risk of insurance protection for the item during the execution of repairs is borne by the customer.

8. Customer Materials/Items

- 8.1. When GAPP is commissioned to repair items supplied by the customer, a list with exact descriptions must be provided. If such a list is missing, the details in the order confirmation from GAPP serve as proof of the supplied items.
- 8.2. Parts and materials replaced by GAPP become the property of GAPP, unless otherwise agreed.
- 8.3. If further items are entrusted to GAPP along with the order item, GAPP is liable for damages to these items only in accordance with clause 12 of these terms.
- 8.4. The customer grants GAPP a lien on all items brought in by them for claims arising from the underlying contract.

9. Retention of Title

9.1. GAPP retains ownership of all items delivered until the customer has settled all claims arising from the business relationship with GAPP. The retention extends to the products resulting from the processing of the retained goods. The processing is done on behalf of GAPP as the manufacturer. In the event of processing, combination, or mixing with items not owned by GAPP, GAPP acquires co-ownership in proportion to the invoice values.

9.2. As long as the customer is willing and able to properly fulfil their obligations towards GAPP, they may dispose of the property or co-owned goods in the ordinary course of business. Specifically:

a) If the customer extends credit to their customers, they must reserve ownership of the altered goods. Without this reservation, the customer is not authorized to dispose of the retained goods.

b) All claims from the sale of retained goods are assigned to GAPP in advance to secure claims from the business relationship. This assignment includes bills of exchange and checks. The assignment is limited to the amount of GAPP's co-ownership share if co-owned goods are sold. For processing under a contract for work, the work compensation claim is assigned to GAPP to the extent of the proportional invoice amount for the processed retained goods.

c) If the assigned claim is included in a current account, the customer also assigns a corresponding part of the balance from the current account to GAPP in advance. If intermediate balances are drawn and their carryover is agreed, this claim, according to the above rule, due to GAPP from the intermediate balance, is to be treated as assigned to GAPP for the next balance.

d) The customer is authorized to collect the claims assigned to GAPP until revoked by GAPP.

9.3. As long as GAPP retains ownership, the customer must handle and store the retained goods with care and carry out necessary and usual inspection, maintenance, and preservation work at their own expense. During the period of retention of title, the customer may neither pledge the retained goods nor transfer ownership by way of security. Third-party access to the retained goods, such as through seizure or confiscation, as well as damage or destruction, must be immediately reported to GAPP in writing by the customer. The customer bears all costs necessary to lift the access and to recover the

retained goods, as far as they cannot be recovered from third parties.

9.4. If the customer breaches their duty to handle the retained goods with care or other obligations of care, or is in default with the payment of secured claims, GAPP is entitled to demand the return of the retained goods. The retraction only constitutes a withdrawal from the contract if GAPP declares this in writing. After retraction, GAPP is authorized to utilize the goods, and the proceeds must be credited against the liabilities of the customer minus reasonable utilization costs. The same applies in all other cases of the customer's contractual misconduct.

9.5. If the realizable value of the securities exceeds the claims to be secured by more than 20%, GAPP will release securities at the customer's request to the extent of the excess.

9.6. If retention of title is not permitted or only permitted to a limited extent by the legal provisions in the customer's country, our aforementioned rights are limited to the extent legally permissible.

10. Warranty Claims

10.1. Defects are determined according to the concept of a material defect under § 434 BGB.

10.2. The warranty claims outlined in clause 11 of these terms exist only if the customer has duly fulfilled their duties to inspect and give notice of defects according to § 377 HGB. If the goods are intended for installation or further processing, an inspection must be carried out immediately before processing. Any defects found during delivery, inspection, or at a later stage must be reported to GAPP in writing immediately. Obvious defects must be reported within 5 working days of delivery, and non-obvious defects within the same period from the date of discovery. If the customer fails to properly perform the inspection and/or notify defects, our liability for the defect not timely or properly notified is excluded. This also applies if the defect becomes apparent only after processing, installation, or installation due to non-compliance or breach of these duties. In this case, the customer has no claims for compensation for installation or removal costs.

10.3. We are not liable for defects that the customer is aware of at the time of the contract's conclusion according to § 442 BGB or fails to recognize due to gross negligence.

10.4. In the sale of used goods, any liability for material defects is excluded. This exclusion does not apply to damages resulting from injury to life, body, or health.

10.5. In the sale of newly manufactured goods, in cases of the customer's recourse against GAPP following a successful reduction or return by a consumer, §§ 445a, 445b, 478 BGB apply such that GAPP, in the event of a reduction by the consumer, only assumes the reduction percentage that was applied between the customer and the consumer or the intermediate dealer.

11. Customer Rights in Case of Defects

11.1. The customer can assert the following rights only if they have notified GAPP of the defect within the warranty period in writing and have made the goods available to GAPP for inspection upon request.

11.2. The limitation period for warranty claims is one year from the transfer of risk as per clause 5 of these terms.

11.3. In the case of justified and timely notification of defects, the remedy will be carried out by GAPP at their discretion through repair or replacement. In the case of repair, GAPP decides whether this will be done by repairing or replacing defective parts.

11.4. The customer must grant GAPP the necessary time and opportunity to perform the required remedy. In particular, the customer must hand over the item for which a defect has been claimed for inspection purposes. If GAPP performs a replacement delivery of a defect-free item, the customer must return the defective item.

11.5. GAPP is entitled to multiple repairs. If GAPP does not remedy the defect within a reasonable time or if the repair fails, the customer may, after setting a deadline that has expired without success, withdraw from the contract or reduce the purchase price (mitigate) at their discretion. In the case of a minor defect, however, the customer has no right to withdraw.

11.6. In the event of unjustified defect complaints that have caused extensive verification, the costs of the verification may be charged to the customer.

11.7. Any warranty claims are excluded if the goods are used contrary to the operating instructions or guidelines from GAPP or are improperly installed,

used, stored, or not used in accordance with the contract, or if, without the consent of GAPP, the customer or third parties have carried out maintenance, repairs, modifications, or alterations to the goods or parts thereof, unless the customer proves that these circumstances were not the cause of the claimed defect.

12. Liability

12.1. Damage claims, regardless of the nature of the breach of duty, including tort, are excluded unless intentional or grossly negligent action is involved.

12.2. In the case of a breach of essential contractual obligations, GAPP is liable for negligence, but only up to the amount of the foreseeable damage typical for the contract. Claims for lost profits, saved expenses, claims for damages from third parties, and other indirect and consequential damages are not claimable in this case.

12.3. The customer may withdraw or terminate due to a breach of duty that does not constitute a defect only if GAPP is responsible for the breach of duty.

12.4. The limitations and exclusions of liability in clauses 12.1, 12.2, and 12.3 do not apply to damages resulting from injury to life, body, or health. To the extent GAPP's liability is excluded or limited, this also applies to its employees, workers, representatives, and agents.

13. Miscellaneous

13.1. Unless other written agreements exist, these conditions reflect the entire agreements between GAPP and the customer. There are no verbal side agreements. Modifications, supplements, and the cancellation of these conditions require written form. This also applies to the waiver of the requirement for written form.

13.2. The legal relationships between GAPP and the customer, both for the conclusion and the execution of the contract, are governed by German law, excluding CISG.

13.3. The place of jurisdiction for disputes is Kassel. However, GAPP reserves the right to sue at the court generally competent for the seat of the customer instead.