

General terms and conditions of sale of Interturbine Aviation Logistics GmbH

1. General

The terms and conditions below are valid for this order and all future orders placed by the buyer. The purchasing conditions of the buyer are not valid. Deviations and supplements to our terms and conditions fundamentally require to be in writing.

2. Delivery

Delivery terms are always non-binding, to the extent that an agreement has not been made in writing stating otherwise. Partial deliveries are permissible. If the delivery is delayed at our fault, or it is not possible for us to carry out delivery, then the buyer can withdraw from the order, after expiration of a period of grace specified in writing. If, for special circumstances, such as acts of God, strikes, the lack of raw material, suppliers, etc. we are not able to carry out delivery, the delivery time shall be extended accordingly. If delivery or services become impossible, or no longer reasonable due to circumstances of the type mentioned above, we are released from our obligation to carry out delivery; the buyer does not have the right to claim damages. The risk of loss or damage to the ordered goods is transferred to the buyer with the shipment of the goods at the latest, even when partial deliveries are carried out. We are obliged to act according to export-regulations and will not act against those.

Prices and payments

Our offers are non-binding. The latest order confirmation is solely binding. Our prices are valid ex works our warehouse (named place) plus packing charges, plus turnover tax and/or value added tax (VAT) in the respective legal amount. The buyer does not have the right to off-set, unless we have acknowledged his counterclaim in writing, or this claim is stipulated as being legally valid. Our invoices are payable 14 days minus 2% cash discount or 30 days net. With delayed payment, the appropriate interest on arrears, at least in the amount of the customary bank interest, shall be charged.

4. Guarantee

After collection or delivery, the buyer has to inspect our goods immediately for correctness, completeness and intactness. Obvious defects are to be announced in writing within 8 days after collection and/or delivery at the latest, while hidden defects are to be notified immediately after detection. Any other obligations of the buyer from §§ 377, 378 German HGB remain unaffected. Transport damage must be determined and confirmed in writing in the presence of the deliverer. If there are defects apart, we shall deliver replacements for any defective parts. Other guarantee claims on the part of the buyer are excluded. If, however, we let an appropriate deadline expire that has been set for us, without delivering replacement, or repaying the purchase price, the buyer can then withdraw from the contract upon exclusion of any other claims.

5. Delivery and delay in taking delivery

In the event that the customer does not take off material in time, we may grant an adequate extension of time. After the expiry of such a period, we are entitled to dispose of the goods and to deliver to the customer after an adequate extension of time. Unaffected of same remain our rights to withdraw from the contract after extension of the deadline upon prior notice or to claim compensation due to non-performance. Within the scope of compensation, we are entitled to claim 10% of the price established by contract without furnishing any proof unless only a provable substantial lower damage emerged. Nevertheless, we retain the right to claim an in fact higher damage. For the period of default of acceptance the buyer has to pay €25.00 per month as reimbursement of storage costs, also here without furnishing any proof. This rate is being reduced if customer proves that no damages or expenses arose. In case of unusual high storage costs, we reserve the right to claim same. The customer is obliged to accept partial deliveries (advance deliveries), as far as these are reasonable.

6. Reservation of ownership

Goods delivered by us, also with previous deliveries, remain our property until full payment has been carried out. With orders placed by retailers, their claims on the buyers in the amount of the payment owed to us are to be regarded as assigned to us in advance, also with the resale together with objects not delivered by us. If reserved goods delivered by us are processed, combined, blended or mixed with outside objects, we are entitled to the co-ownership of the new or mixed object proportionately at the point in time of the processing, blending, combining or mixing. If the buyer obtains sole ownership of the new object by law, he already grants us co-ownership of the new object without payment. The buyer is obliged to store the delivered reserved goods and any new objects resulting from these in a proper manner as well as to insure them against fire and theft and to provide proof to us of the conclusion of this insurance upon request.

7. Application information

The buyer is obliged to inform himself about the quality and type of the ordered objects or the ordered material, and to take all measures that are necessary for handling, transport, usage, etc. in order not to endanger life, health, environment and work protection. To the extent that we believe it to be necessary, certain materials or other deliveries shall be sent in special packing or as dangerous substances at the expense of the buyer. In case of urgently arranged deliveries, we are entitled to charge a certain lump sum and to choose the mean of transportation/procedure.

8. Place of jurisdiction and place of performance

The place of performance for all obligations between us and the buyer is the headquarters of our company. The place of jurisdiction for all disputes arising between the buyer and us is Kaltenkirchen/Germany.

9. Applicable law

The law of the Federal Republic of Germany shall apply to the contract. The application of the law pertaining to a uniform law on the sale of goods (UNCITRAL) is hereby excluded.

All other terms and conditions as not expressly stated under the conditions as above shall be assumed in accordance with German AGB/BGB/HGB, INCOTERMS, latest edition, etc., as applicable.