

## General Terms and Conditions of Becker Avionics GmbH

### 1. General Terms and Conditions, Conclusion of Contract, Scope of Application

- 1.1 The following general terms and conditions (hereinafter: "Terms and Conditions") of Becker Avionics GmbH (hereinafter: "BAG") apply in relations with businesspersons, legal persons governed by public law and special funds governed by public law (hereinafter: "customer").
- 1.2 These Terms and Conditions of BAG apply with exclusive effect; BAG does not recognize conflicting, divergent or supplementary standard terms and conditions of the customer unless BAG has given its express written consent to the application of such terms. These Terms and Conditions of BAG apply with exclusive effect even where BAG, having knowledge of divergent standard terms and conditions of the customer, performs deliveries and services unreservedly. These Terms and Conditions of BAG also apply to all future transactions with the customer.
- 1.3 Agreements diverging from these Terms and Conditions in an individual case shall only be binding with the written confirmation of BAG; this applies, in particular, to agreements with our representatives, authorized representatives or employees.

### 2. Conclusion of contracts

- 2.1 The offers of BAG are subject to change and non-binding. This applies also if BAG made available to the customer catalogs, product specifications or other documentation for which BAG reserves ownership and copyrights. BAG shall retain the ownership of and copyrights in catalogues, cost estimates, depictions, drawings and other documents it provides to the customer.
- 2.2 The customer's offer to conclude a contract is deemed to be binding unless expressly otherwise agreed upon.
- 2.3 A contract is formed only upon written acceptance of the offer to conclude a contract.
- 2.4 Correct and timely delivery to BAG remains reserved.

### **3. Prices, Terms of Payment**

- 3.1 Unless otherwise agreed all claims for payment of BAG shall be due and payable in full within 30 days of invoicing. Divergences (e.g. advance payment in case of new customers, payment in installments, short or longer payment periods, cash discounts) are subject to separate agreement. Upon expiry of the payment period the customer shall be in default without a warning notice being required. During the default period the claims for payment shall be subject to interest at the statutory rate of default interest applicable from time to time. BAG reserves its right to claim interest on due payments (Sec. 353, German Commercial Code [HGB]) and to claim further damage caused by default.
- 3.2 The customer may only effect a set-off against claims that are undisputed, recognized or established by final judgment. The same applies to the exercise of rights of retention which, moreover, have to be based on the same contractual relationship.
- 3.3 BAG may at its discretion set off payments made to the benefit of its customer against claims to which it is entitled against the customer by virtue of its own or an assigned right, at the time of payment.

### **4. Passing of Risk, Partial Delivery**

- 4.1 Unless otherwise agreed, delivery is conducted Ex Works, Incoterms 2000, 77836- Rheinmuenster Germany,
- 4.2 Partial deliveries are permitted within the bounds of what is reasonably acceptable.

### **5. Periods for Provision of Deliveries and Services**

- 5.1 Unless otherwise agreed the periods for provision of deliveries and services are only approximate; default shall not arise in the absence of a warning notice issued by the customer.
- 5.2 Compliance with the periods for provision of deliveries and services by BAG is subject to timely and proper fulfillment of the customer's obligations.
- 5.3 The customer's rights in case of default are determined by the statutory provisions unless otherwise agreed in Clause 6.

- 5.4 If the customer defaults on accepting the goods or breaches other duties of participation on grounds for which it can be held responsible, then BAG may require compensation for the damage it incurs, inclusive of any additional expenses.

## 6. Other Liability, Withdrawal

- 6.1 BAG shall be liable for damages or compensation for futile expenses, no matter on what legal grounds, in case of intent or gross negligence. In addition, BAG shall also be liable in case of negligence
- for loss due to damage to life or limb or health,
  - for loss due to a breach of a material contractual obligation; in this case, however, the liability of BAG shall be limited to compensation for the foreseeable damage typically sustained.
- 6.2 The above limitations of liability also apply to any competing claims deriving from acts in tort or to the benefit of executive bodies and employees of BAG.
- 6.3 Claims under the German Product Liability Act shall remain unaffected.
- 6.4 The customer may not withdraw from the contract due to a breach of duty which does not constitute a defect in the goods supplied, even if the other statutory prerequisites are met, if BAG cannot be held responsible for the breach of duty. Withdrawal shall be excluded if the breach of duty is insignificant.

## 7. Applicable Law, Place of Performance, Place of Jurisdiction

- 7.1 The contractual relations are governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, Vienna, dated 11 April 1980 (CISG).
- 7.2 The place of jurisdiction for any and all disputes directly or indirectly arising from our legal relationship with the customer is Baden-Baden. We may, however, sue the customer before the courts having jurisdiction over its place of business.

## 8. Safeguard Clause, Written Form

- 8.1 Amendments, especially subsequent amendments, and supplements of these Terms and Conditions and/or of contracts concluded have to be in writing in order to be valid. This also applies to an agreement on termination of the requirement of written form.
- 8.2 Invalidity of individual provisions of these Terms and Conditions shall not affect the validity of the remaining provisions hereof. An invalid provision shall be replaced by a valid provision the economic effects of which come closest to the invalid provision.