

# GENERAL TERMS AND CONDITIONS

(Status July 2022)

## 1. Scope

- 1.1. All services of Skytec Aerospace GmbH, Industriestrasse 258, 2722 Weikersdorf (hereinafter referred to as Skytec) take place exclusively on the basis of these General Terms and Conditions in the current version (hereinafter GTA).
- 1.2. Changes or additions to these terms and conditions must be made in writing to be legally effective.
- 1.3. Any terms and conditions (incl. purchasing conditions) of the customer that contradict, deviate or supplement these terms and conditions are always deemed waived and do not become part of the contract even if they are known. Contract terms negotiated in writing in individual cases that contradict or supplement these terms and conditions must be agreed in writing between Skytec and the customer and these clauses then take precedence over the general terms and conditions.

## 2. Conclusion of the Contract

- 2.1. Skytec's proposals are always subject to change and non-binding and always relate to the information available at the time the offer is submitted and, if necessary, the assumptions made in the proposal. Skytec reserves the right to make technical changes and other changes due to legal framework conditions.
- 2.2. With the order received in writing, the customer makes a binding offer to conclude a contract. Subsequent changes to an order compared to the offer must be made in writing without exception, must be expressly marked as such and explicitly accepted by Skytec.
- 2.3. The conclusion of the contract requires the written acceptance of the customer's order by Skytec in each individual case (order confirmation). If the written acceptance deviates from the customer's order, Skytec must indicate this separately and the contract is concluded with the content of the written acceptance if the customer does not notify his / her rejection in writing within one week after submission.
- 2.4. The conclusion of a contract with the customer is subject to the provision that in the case of incorrect or improperly provided goods or services, an order cannot or only partially be fulfilled, whereby Skytec's claim for remuneration for the administration of the effort remains unaffected. In the event of unavailability or only partial availability of the service, the customer will be informed immediately.

### 3. 3. Prices and payment terms

- 3.1. Unless otherwise agreed in the context of the customer's offer and acceptance by Skytec, payments to Skytec must be made within 14 days of receipt of the invoice without further deductions. Any form of discounting is excluded, as is offsetting with other claims.
- 3.2. If a payment plan has been agreed and this is not adhered to, Skytec is entitled, after setting a further period of 14 days, to make all outstanding invoices due with immediate effect.
- 3.3. Incoming payments are first offset against the oldest liability, first against interest, then against the outstanding capital.
- 3.4. In the event of default in payment, default interest in the amount of 9.5% above the base rate will be charged per annum. In this case, the customer is also obliged to pay all extra-procedural costs (e.g. dunning and collection fees) or appropriate legal prosecution (lawyer and court costs). Skytec is also entitled, without prejudice to its other rights, to withdraw from the contract and to take back the goods subject to retention of title by setting a reasonable grace period.
- 3.5. Offsetting against claims against Skytec is only permitted with counterclaims established by a court or recognized by Skytec, provided that Skytec has consented to offsetting in writing.
- 3.6. Skytec has a right of retention of the goods or services to be delivered if the agreed down payments and / or partial payments are not made by the customer on time.
- 3.7. The retention of the purchase price is only permitted in the case of justified claims for subsequent improvement and only in the amount of the necessary effort.
- 3.8. Unless otherwise agreed, all prices are net prices, i.e. plus any taxes, customs duties or other statutory charges.
- 3.9. Reminder and collection charges  
In the event of default in payment, the contractual partner has to pay the resulting reminder fees in the amount of EUR 50 plus postage per reminder and an amount of EUR 90 per half-year for keeping records of the obligation in the dunning process.

### 4. Place of fulfillment and transfer of risk

- 4.1. The place of fulfillment for deliveries, services and payments is the Skytec headquarter in 2491 Neufeld, Austria. This also applies if the handover takes place at a different location as agreed. The risk of accidental loss, damage and accidental deterioration of the goods is transferred to the customer when the goods are handed over to a freight forwarder or carrier, but not later than when they leave the Skytec warehouse.

t. +43 664 1875 420  
m. office@skytec-aero.com  
w. skytec-aero.com

Skytec Aerospace GmbH  
Industriestrasse 258  
2722 Weikersdorf/Austria

FN 517069x  
UID ATU74656589  
-

- 4.2. If the delivery or service is delayed through the fault of the customer, the risk of accidental loss and accidental deterioration of the goods is transferred at the point in time at which the service was required. In the event of a delay in acceptance lasting longer than one month, Skytec is free to charge the customer a storage fee of 1% of the delivery price for each month or part thereof.
- 4.3. The contractually agreed delivery and service deadlines apply subject to force majeure. In these cases, the delivery and service deadlines are extended accordingly without having any effect on the contractually stipulated services. Cases of force majeure include, in particular, delays by sub-suppliers or all those events that are beyond Skytec's sphere of influence.
- 4.4. In the event of a delay in performance for which Skytec is responsible, after granting a grace period of 28 days, the customer is entitled to flat-rate compensation of 1% of Skytec's share of the services (this corresponds to the total order value minus costs incurred for subcontractors, cost of goods), which is not timely or not in accordance with the contract due to the delay has been made, in each case per full week, but limited to a total of 5% of the respective order value, provided that the customer can prove has suffered damage as a result of the delay. Any further (compensation) claims are determined exclusively in accordance with point 9 of these terms and conditions.

## 5. Retention of title

- 5.1. Skytec retains ownership of the products / the service delivered until the agreed amount and all associated direct and indirect costs have been paid in full. In the event of even partial unjustified fault in payment, Skytec is entitled to demand the return of the goods or to collect them without the customer's consent.
- 5.2. The delivery subject to retention of title may only be resold by the customer with the prior written consent of Skytec. Claims of the customer against third parties from the resale of the delivery subject to retention of title by the customer are transferred to Skytec in the amount of the invoice. In this case, the customer undertakes to provide evidence of the assignment of the claim to the third party.
- 5.3. The customer is obliged to keep the goods in a proper condition for the duration of the retention of title. If maintenance and inspection work is required, the customer must carry out this at his own expense in accordance with the specifications.
- 5.4. Skytec is entitled to withdraw from the contract with the customer and to demand the return of the delivered goods if the customer violates essential contractual obligations, in particular payment obligations (point 9).

## 6. Influence from National Aviation Authorities

- 6.1. The provision of technical services in the course of Change or repair approvals is partly subject to the schedules and possible further requirements of the respective national

t. +43 664 1875 420  
 m. office@skytec-aero.com  
 w. skytec-aero.com

Skytec Aerospace GmbH  
 Industriestrasse 258  
 2722 Weikersdorf/Austria

FN 517069x  
 UID ATU74656589  
 -

aviation authorities. If for this reason there are delays, these do not constitute a breach of contract and the delivery date will be adjusted accordingly.

- 6.2. Any additional technical conformity work required by the customer(s) that was not included in the offer or was not foreseeable in the course of the offer will be invoiced additionally by Skytec, such as stress analyzes, tests etc.

## 7. Confidentiality and Copyrights

- 7.1. Copyrights and other commercial protective rights of any type are not transferred to the customer in conjunction with deliveries and services. All documents, drawings, plans, samples and know-how, hardware, etc. of whatever type and form provided for the provision of the service represent the intellectual property of Skytec and may only be used in accordance with the contractual agreements and after full payment for the goods or services. The transfer and use by third parties is not permitted at any time. The purchase price includes the right of use that is limited in time to the service life of the goods / service and objectively to the specific use in accordance with the contract.
- 7.2. Upon execution of the contract, Skytec is entitled to publish the contractual work in whole or in part for advertising or marketing purposes, unless otherwise contractually agreed.
- 7.3. Any use (in particular editing, execution, reproduction, distribution, public presentation, making available) of the documents or parts thereof is only permitted with the expressed approval of Skytec. All documents may therefore only be used for the contractually specified purposes specified when placing the order or by a subsequent agreement.
- 7.4. Skytec has the right to use the data and information collected by it in the course of order processing (also in digital form) without restriction. In particular, these can also be used to fulfill a new order.
- 7.5. Skytec is entitled, the client is obliged to state the name (company, business name) of Skytec in any publications and announcements of the project or parts of it.
- 7.6. In the event of a violation of these provisions for the protection of the documents and intellectual property, Skytec is entitled to a penalty amounting to twice the reasonable remuneration for the unauthorized use, with the right to assert any further claims for damages. This penalty is not subject to judicial moderation. The burden of proof that the client has not used Skytec's documents is incumbent on the client.

## 8. Warranty

- 8.1. Skytec warrants that the delivery / service is free from defects at the time of the transfer of risk, in particular not for defects that result from assembly not carried out by Skytec, the use of the goods beyond the specified service, negligent or improper handling and use, and other actions of the Customers or third parties and not for materials provided by the customer or natural wear and tear.

t. +43 664 1875 420  
m. office@skytec-aero.com  
w. skytec-aero.com

Skytec Aerospace GmbH  
Industriestrasse 258  
2722 Weikersdorf/Austria

FN 517069x  
UID ATU74656589  
-

- 8.2. In each individual cases, the warranty period is 6 months from the transfer of risk.
- 8.3. The customer has to report complaints about obvious defects in the deliveries or services within 14 days from the actual handover to the customer, hidden defects within 7 days from their discovery in writing. If the notification is not made in a timely manner, all warranty rights and other rights (compensation, errors, etc.) relating to the delivery or service are invalid.
- 8.4. Skytec is entitled, at its option, to improve or replace the defective goods. If improvement or replacement is not possible or appropriate, the customer can generally choose to reduce the price or, if it is not just a minor defect, cancel the contract. The replacement of the defect by the customer is excluded. In the event that the customer or a third party, not commissioned by Skytec, carries out the rectification without the prior written consent of Skytec, all warranty claims and other claims related to the delivery or service are lost. The costs of the third party involved without the consent of Skytec are to be borne by the customer.
- 8.5. The customer must prove that the delivery or service is defective, as well as its existence at the time of the transfer of risk and the timeliness of the notification of defects.

## 9. Withdrawal from the contract

- 9.1. Skytec can withdraw from the contract with the customer for the following important reasons:
- a) Because the customer has filed for insolvency in court.
  - b) In the event of the rejection of an application for insolvency by the customer.
  - c) In the case of any other suspension of payments by the customer without bankruptcy proceedings having already been opened.
  - d) If the provision of the service is impossible due to official measures.
- 9.2. The customer is obliged to notify Skytec immediately in writing of a planned application or initiated by a third party for insolvency.
- 9.3. In the event of default in performance, the customer is entitled to withdraw from the contract after the unsuccessful expiry of an appropriate, written grace period, which may in no case be shorter than 28 working days. The right to withdraw from the contract is not possible in the event of default due to force majeure and slight negligence, as well as with regard to services and deliveries and services to be produced specifically according to the customer's specifications. A delay in performance by Skytec only exists in the case of the delivery of a non-approvable alternative.

## 10. Liability

- 10.1. Liability on the part of Skytec and third parties acting on behalf of Skytec is generally excluded for slight negligence.

t. +43 664 1875 420  
m. office@skytec-aero.com  
w. skytec-aero.com

Skytec Aerospace GmbH  
Industriestrasse 258  
2722 Weikersdorf/Austria

FN 517069x  
UID ATU74656589  
-

- 10.2. Liability is in any case limited to damage that occurs to the object of the delivery and service itself, so that compensation for mere pecuniary losses, damage from third-party claims against the customer and all consequential damage are excluded.
- 10.3. In the event of force majeure, any liability is excluded.
- 10.4. In addition, liability for property damage as a result of grossly negligent behavior is limited on the basis of the liability insurance for aviation products and business liability insurance with the sum insured of up to EUR 50,000,000 within the scope of the insurance cover of this policy concluded with Allianz under number DEA02716121B. Upon request, this policy or a policy that replaces it will be issued in full before the contract is concluded.

## 11. Notifications

- 11.1. All communication between a customer and Skytec must be in writing and must be proven to have been received by Skytec (postal address at the company's headquarters).
- 11.2. The customer is obliged to immediately notify Skytec of any changes of address in writing; otherwise, notifications to the last written address of the customer will be deemed to have been received with legal effect. Unless expressly stated otherwise, the date of posting is decisive for the timely receipt of a notification.
- 11.3. Messages must generally be made in German or, alternatively, only in English. When interpreting a contract, order or the terms and conditions themselves, the German form always takes precedence in the event of deviations between the German original and the English translation.

## 12. Data protection

The protection of all data and business secrets, especially personal data, is a particular concern of Skytec. Skytec therefore processes personal data exclusively on the basis of the statutory provisions (in particular the GDPR and the DSG, ...).

Personal data is processed exclusively for the purpose of processing inquiries, fulfilling business activities or pre-contractual obligations as well as for documentation and storage obligations.

The data processing takes place on the basis of the legal regulations of Article 6 par. 1 lit a (consent) and / or lit b (necessary for the fulfillment of a contract) and / or lit c (fulfillment of a legal obligation) and / or lit f (safeguarding the legitimate interests of the person responsible ) of the GDPR.

Personal data will only be passed on to third parties for the purpose of contract initiation or contract fulfillment. The data is passed on to third parties for the purpose of customer contract management, marketing, accounting and tax advice. However, forwarding of personal data takes place only to the extent that is absolutely necessary to fulfill this purpose, whereby corresponding order data processing agreements exist. Personal data are also forwarded to authorities and courts.

t. +43 664 1875 420  
 m. office@skytec-aero.com  
 w. skytec-aero.com

Skytec Aerospace GmbH  
 Industriestrasse 258  
 2722 Weikersdorf/Austria

FN 517069x  
 UID ATU74656589  
 -

Consents given can be revoked at any time and without giving reasons, whereby a revocation does not have any retroactive effects. There are also the right to information (Art 15 GDPR), correction (Art 16 GDPR), deletion (Art 17 GDPR), restriction of processing (Art 18 GDPR), restriction of processing (Art 19 GDPR) and the right to data portability (Art 20 GDPR) as well as the right to complain to the data protection authority as the supervisory authority (dsb@dsb.gv.at).

The storage of data takes place only within the framework of the statutory retention periods.

### 13. Severability clause

Nullity or ineffectiveness of individual provisions of these terms and conditions do not affect the validity of the remaining provisions. In this case, those agreements are deemed to have been made that come closest to the economic purpose of the void or ineffective provisions and the intent of the parties.

### 14. Place of jurisdiction and applicable law

14.1. For any disputes arising from or in connection with contractual relationships between Skytec and the customer, the exclusive jurisdiction of the relevant court in 2700 Wr. Neustadt , Austria, is agreed.

14.2. Austrian law applies exclusively to the exclusion of international reference standards. The applicability of the UN Convention on the International Sale of Goods is expressly excluded.