

# GENERAL TERMS AND CONDITIONS OF

## AIRCRAFT DESIGN CERTIFICATION GmbH.

### Art. 1: Scope of validity

1. If not explicitly agreed otherwise in writing, the following General Terms and Conditions form an integral part of all Contracts between Aircraft Design Certification GmbH. (in the following referred to as ADxC) and its Principals.
2. These General Terms and Conditions of ADxC shall apply exclusively. Without ADxC's explicitly written consent, conflicting or opposing provisions by the Principal shall have no effect.
3. If not explicitly agreed otherwise in writing, any agreements different from these Terms and Conditions shall only apply to the one specific order and to no future Contracts.
4. These Terms and Conditions shall apply to any future Contracts between ADxC and its Principals.

### Art. 2: Conclusion of Contract

1. If not otherwise agreed, ADxC submits its orders without engagement and obligation until acceptance of the order. Further, all drawings, dimensions, illustrations etc. attached to the offers shall not be strictly binding, if not explicitly stated so in the offer.
2. Offers by the Principals shall be binding. At its own discretion, ADxC can accept them by either sending an order confirmation within 3 three weeks or by performing within said period, if no other agreement has been made.

### Art. 3: Fulfillment of Contract

1. If not otherwise stipulated by written agreement, all Contracts are fulfilled in taking into consideration the generally recognized standard rules of technology.
2. ADxC reserves minor or irrelevant discrepancies with regard to dimensions, material and craftsmanship, design modifications resulting from technical improvements and/or deviations due to material properties and normal deviations.
3. ADxC shall be solely authorized to give instructions to its staff.
4. ADxC shall be authorized to employ third parties to execute its Contracts.

### Art. 4: Contract modifications

1. Requests beyond the agreed-upon scope of delivery must be submitted in writing. The parties to this Agreement undertake to examine the feasibility of the modification request upon receipt and immediately inform the other party of this contract about this check's result in writing.
2. The Principal shall bear the costs incurring to ADxC for each modification, including expenses for the feasibility check of the modification request arising to ADxC.

### Art. 5: Obligation of the Principal to co-operate

1. The Principal shall furnish ADxC punctually and in good time with all information, materials, devices, documents, processes etc. required for Contract execution before implementation of Contract, and, if required, shall dispatch them to ADxC at its cost.
2. If ADxC staff works at the Principal's premises, the Principal shall be obligated to grant them or any third party contracted by ADxC access to all facilities, installations (hardware, software, networks etc.) and other operational resources required for proper Contract fulfillment during the regular operating hours and in compliance with the company's access regulations. If needed, the Principal shall – free of charge - also make available functioning working places for ADxC staff or contractors.
3. Moreover, the principal shall assist in every aspect necessary for fulfilling the Contract.
4. If, following a written reminder by ADxC, the Principal fails to fulfill or fails to punctually fulfill its obligations according to Para 1 to 3 of this article, and such failure leads to delay and/or increased costs, then the agreed-upon time frame shall be extended. The Principal shall bear any costs arising from such delay.

### Art. 6: Remuneration and terms of payment

1. Prices shall apply as agreed per Contract. Agreed-upon additional services, as well as all other expenditures required for execution of Contract, in particular, travel, entertainment and accommodation expenses shall be paid-for separately and additionally.
2. The trade tax at the currently valid trade tax rate shall be stated separately in the invoice.
3. Payment shall become due immediately after Contract fulfillment, and in case of work performance, after final acceptance. The date stated on the invoice is irrelevant.
4. If not otherwise agreed, the Principal shall come in arrears with payment, if it fails to pay within 14 days after due date and receipt of invoice from ADxC.

Decisive for punctual payment is the receipt of the amount and its unreserved availability to ADxC.

5. Offsets against claims from ADxC are admissible only if the Principal's counter-claim is either undisputed or has been legally established. The Principal can assert any right of retention only for and to the extent of claims arising from this Agreement.

### Art. 7: Acceptance

1. The Principal shall be obligated to accept the facilities set up according to Contract, provided that – depending on the facilities' properties – an acceptance check has been excluded.
2. Refusal of acceptance for minor defects is inadmissible.
3. It shall be considered tantamount to acceptance if the Principal fails to carry out the final inspection within the period as fixed by ADxC, although it would have been obligated to do so.
4. Commissioning and/or operation of the facilities or of parts of them by the Principal or any third party with the Principal's consent shall be considered as acceptance.

### Art. 8: Warranty

1. Any complaints must be submitted within 14 days after performance and/or acceptance, stating the exact details of the complaint to ADxC in writing. For all unobvious defects, complaints must be submitted within the legal limitation period in writing, specifying the cause for the complaint in detail.
2. Immaterial discrepancies of color, dimension and quality of the materials used, or from specifications or defined values, which do not affect either functionality or serviceability of the supplied item or its construction and/or the production process shall not justify warranty claims.
3. Neither shall ADxC assume liability for warranty claims for damages caused by improper or inappropriate use by the Principal or any third party, or by regular use or wear, incorrect or negligent treatment, or for consequences of improper modification or maintenance work carried out without the consent of ADxC by the Principal or any third party.
4. If the Principal is responsible for a defect that must be remedied, ADxC shall be entitled to bill such rework to the Principal.
5. Statements made in documentations, leaflets, project descriptions etc. do not represent guarantees. Guarantees always require the express written confirmation by ADxC.
6. ADxC shall be entitled to correct any obvious errors, such as spelling errors, calculation errors appearing in reports, surveys or other professional documentation of ADxC staff at any time.

### Art. 9: Liability

As a matter of principle, damage claims by the Principal on the grounds of any legal principle in direct or indirect context with the order, supply, use or use of services of ADxC shall be excluded. This does not apply to damages to life, body or health caused by negligent violation of duties by ADxC or deliberate or negligent violation of duties by a legal representative or vicarious agents of ADxC, or for an other damages caused by grossly negligent violation of duties by ADxC or by deliberate or grossly negligent violation of duties or a legal representative or a vicarious agent.

### Art. 10: Reservation of ownership

All deliveries are made under reservation of ownership. All goods and products supplied shall remain the property of ADxC until full payment of the agreed price and all subsidiary claims. If the Principal is not a consumer, the reservation of ownership shall also apply to future claims of ADxC against the Principal arising from the business relationship.

### Art. 11: Secrecy

1. The parties to this contract agree not to use or exploit any commercial, technical or other information or knowledge disclosed by the other party during the term of this Agreement in preparation and execution of Contracts beyond the scope required for fulfillment of the order, or reveal them to any third party.
2. The provisions under Para 1 shall not apply for information and knowledge:
  - already known to ADxC before placement of the order;
  - that was lawfully transmitted to ADxC from a third party;
  - that was known to the general public at placement of the order;
  - that became known to the general public subsequently without violation of Para 1.
3. The obligations according to Para 1 shall remain in force for two years after termination of the Agreement.
4. The Principal shall recognize the need of scientific presentations and publications by ADxC and shall not unreasonably withhold its consent required according to Para 1.
5. The Principal shall agree to the publishing of its name in ADxC's reference list and of the projects implemented or services delivered by ADxC.

### Art. 12: Data protection

The parties to this Contract undertake to process or use the other party's personal data only for the purpose of Contract execution, observing all legal data protection requirements.

### Art. 13: Inventions

1. Inventions developed while jointly executing an order by ADxC and the Principal's staff and all pertaining property and copy rights shall become joint property of both contractual parties.
2. Inventions developed by ADxC during the execution of an order and all pertaining property and copy rights shall become the property of ADxC.
3. The granting of licenses for inventions in the sense of Para 1 and the pertaining property rights requires a specific written agreement.

### Art. 14: Work results

1. Any transfer or assignment of property rights and rights of use of any work results achieved within the frame of the scope of supply and services of a Contract, for example documentations, reports, planning documentation, assessments and evaluations, drawings, software material etc. requires the explicit written consent. ADxC, at any rate, reserves the gratuitous and non-exclusive right of use of such work results for research and academic purposes.
2. ADxC excludes any liability, if the technical documentation supplied by the Principal or on behalf of him violate existing property rights, industrial property rights or the rights of any third party. The Principal shall assume sole liability if the execution of its order violates or infringes third party rights and undertakes to hold ADxC harmless from any third party claims arising from such violation of rights.

### Art. 15: Termination of contract

1. All contracts can be terminated by the end of each month with a notice period of 30 days.
2. Contracts can be terminated for important reasons at any time.
3. In case of termination of Contract, the Principal shall effect payment of the agreed-upon scope of supply and services, deducting the amount in proportion of the unperformed supplies and services. In addition, ADxC shall be entitled to remuneration of supplies, services and expenditures due to termination of Contract, including those from relationships of ADxC with third parties.
4. Any notice of termination must be in writing.

### Art. 16: Applicable law, place of performance and jurisdiction

1. This Agreement shall be exclusively governed by the law of the Federal Republic of Germany. UN Law on the International Sale of Goods (CISG) shall be herewith excluded.
2. Place of performance and jurisdiction shall be 69151 Neckargemünd.

### Art. 17: Miscellaneous

Should any of the aforesaid provisions be or become invalid, then this shall not affect the validity of the other provisions or the validity of the Agreement in its entirety.