

Art. 1

In General / Scope of Application / Written Form Requirement / Assignment

- (1) These General Terms and Conditions of Sale and Delivery ("General Terms and Conditions") shall apply to all our business relationships to our customers ("Purchasers") and shall form an integral part of all our contract offers and contract conclusions. Our General Terms and Conditions shall apply only if the Purchaser is a businessman within the meaning of Section 14 of the German Civil Code (*BGB*), a legal entity of public law or a special fund under public law.
- (2) Our General Terms and Conditions shall apply to the exclusion of any other terms and conditions; they shall also apply to all future business transactions with the Purchaser. Contrary or supplementing conditions of the Purchaser or of third parties or conditions of the Purchaser or of third parties which deviate from our General Terms and Conditions shall not be accepted by us, unless we have given our explicit written consent to their applicability. Our General Terms and Conditions shall apply even if we carry out the delivery to the Purchaser without any reservations although we are aware of contrary conditions of the Purchaser or of conditions of the Purchaser which deviate from our General Terms and Conditions. An absence of communication on our part must not be considered as acceptance, not even after having received such terms and conditions.
- (3) Our General Terms and Conditions shall especially apply to contracts about the sale and/or delivery of movable items ("Goods") irrespective of whether the Goods were manufactured by us or purchased from suppliers. Unless explicitly otherwise agreed upon, the General Terms and Conditions in their version valid at the time of the Purchaser's order or in any case in the version at last notified to the Purchaser in text format shall apply as framework agreement also to future contracts of the same type without any requirement on our part to refer to them in each individual case.
- (4) Individual agreements made with the Purchaser in specific cases (including side agreements, amendments and modifications) shall have priority over these General Terms and Conditions. Subject to counterevidence, a written contract or our written confirmation shall be decisive with respect to the contents of such agreements.
- (5) Assignments of claims against us to third parties shall be excluded. Section 354 a of the German Commercial Code (*HGB*) shall remain unaffected.

Art. 2

Information / Consultations / Purpose of Use / Change of the Goods

- (1) Technical information and consulting services in connection with our goods and services shall be rendered on the basis of the experience gathered by us up to the time being. Values and performance data, if any, shall be non-individualized and only approximately authoritative average values obtained in tests performed under normal laboratory conditions.
- (2) To the extent that we render such technical information or become active in an advisory capacity and such information or consultations do not form a part of the contractually agreed scope of services explicitly owed by us, such information or advice shall be given without charge and under exclusion of any liability.
- (3) Subject to an explicit agreement, we furthermore do not assume any obligation concerning the exact compliance with such values, performance specifications and application possibilities. In particular, our statements made in this respect (e.g. weights, dimensions, utility values, tolerances and technical data) as well as our descriptions thereof (e.g. drawings and illustrations) shall constitute general descriptions or features of goods or services rather than warranted characteristics or qualities.
- (4) Subject to explicit and written contractual agreements, we shall not assume any responsibility, warranty and/or liability with respect to the fitness of the Goods for the purpose of use intended by the Purchaser. Especially in case of a use of the Goods in the field of aviation or in case of their installation in airplanes, the Purchaser shall be exclusively responsible for checking and, when appropriate, establishing the technical eligibility and reliability. The responsibility towards aviation authorities and other supervisory authorities shall exclusively lie with the Purchaser. Upon request, we shall, however, provide the Purchaser access to available information in the volume required according to relevant and mandatory regulations (above all EASA, FAA) in order to enable the Purchaser to comply with its obligations.
- (5) Customary deviations as well as deviations based on legal requirements or representing technical improvements as well as a replacement of components by equivalent components shall be admissible to the extent that they do not affect the usability for the purpose that might have been contractually agreed upon.

Art. 3

Offers / Contract Conclusion / Copyrights

- (1) Our offers shall be subject to change and non-binding, unless explicitly marked as binding or submitted together with a specific term of acceptance.
- (2) After receipt of the Purchaser's purchase orders, offers or contract orders, a contract shall come into existence only after our written order confirmation or our execution of the delivery. Purchase orders, offers or contract orders of the Purchaser which fail to have been confirmed or executed by us within a term of fourteen days shall be deemed to have been refused; an absence of communication on our part must not be considered as consent. In case of discrepancies between our order confirmation and the Purchaser's purchase order, offer or contract order, our order confirmation shall be decisive, unless the Purchaser contradicts our order confirmation within seven working days after its receipt.
- (3) With respect to the legal relationship between us and the Purchaser, the written purchase contract inclusive of these General Terms and Conditions shall be exclusively decisive. Oral statements and confirmations made by us prior to contract conclusion (particularly technical descriptions or other details rendered in offers, prospectuses on the Internet and any other information) shall from a legal point of view be non-binding and oral agreements made between the contract parties shall be superseded by the written contract, unless it can explicitly be learned from them that they continue to be applicable with binding effect.
- (4) Changes of orders shall be subject to an amendment agreement that must at least be made in text format and shall only be admissible in exceptional cases and, in any event, only if production has not yet started. Costs, if any, for order changes desired by the Purchaser shall be borne by the Purchaser.
- (5) We reserve rights of title and copyrights with respect to offer documents, illustrations, drawings, calculations and other materials. They must not be made accessible to third parties. This shall particularly apply to those documents and information which have been characterized as "confidential"; prior to disclosing them to third parties, the Purchaser shall be obliged to obtain our explicit written consent in this respect.

Art. 4

Prices / Terms of Payment

- (1) Unless explicitly otherwise provided for, the prices indicated by us shall be prices "ex works" in euros without packaging. Our prices shall be net of statutory value added tax; it shall be separately indicated in the invoice in the statutory amount valid on the date of invoicing.
- (2) The purchase price shall become due for payment within 30 days after invoice date and must be paid net cash or by remittance. Payments shall be deemed to have been made as of the date on which the amount is at our free disposal. The risk of the payment method shall lie with the Purchaser.
- (3) Other forms of payment shall be subject to a special agreement that must at least be made in text format. Costs arising in this context on both sides shall be borne by the Purchaser.
- (4) Deductions of cash discounts shall be subject to a separate agreement and shall only be permitted if and as long as all due payment obligations based on former services have been fulfilled.
- (5) Setoffs on the part of the Purchaser or retention rights shall only be permitted on the basis of recognized or undisputed claims or demands or in case of claims or demands determined with legal effect. The right to execute a right of retention shall be limited to counterclaims based on the same contractual relationship.

Art. 5

Delivery / Delivery Term / Quantity Deviations / Packaging / Tools

- (1) Unless otherwise provided for in the order confirmation, delivery "ex works" shall be deemed to have been agreed upon. Upon request, we shall take out a transport insurance for other deliveries - any costs arising in this context shall be borne by the Purchaser; in the absence of specific agreements in this respect, kind of dispatch, dispatch route and packaging shall in such cases be subject to our decision to be taken with all due care and diligence.
- (2) Time limits and deadlines for goods and services must in any case be regarded as approximate periods or dates only, unless a fixed term or date has explicitly been confirmed or agreed upon. If a dispatch has been agreed upon, delivery terms and delivery dates shall refer to the date of transfer to the carrier, freight forwarder or other third party entrusted with transportation services.

- (3) Without prejudice to our rights resulting from a default of payment on the part of the Purchaser, we shall be entitled to request the Purchaser to extend delivery and performance periods or to postpone delivery and performance dates by the period during which the Purchaser fails to comply with its contractual obligations towards us.
- (4) The packaging shall be charged by us at cost prices. Transport and all other packages according to the packaging ordinance shall not be taken back, except for euro pallets and mesh boxes. The Purchaser shall be obliged to arrange for a disposal of packages at its own expense.
- (5) Tools and dies manufactured by us or on our behalf for the production of Goods shall, in view of our design performance, continue to be our exclusive property even if the respective manufacturing costs are either totally or partly borne by the Purchaser.

Art. 6

Delivery Duty and Collaboration Duties

- (1) The scope of our delivery duty shall exclusively be derived from the concluded contract and these Terms and Conditions. Changes to designs, forms and colors based on improved technologies or requirements of the legislator shall be reserved, unless the changes are significant or otherwise unreasonable for the Purchaser.
- (2) We shall have the right to make partial deliveries if the Purchaser can make use of the partial delivery within the framework of the contractual purpose of use, the delivery of the outstanding goods is secured and the Purchaser does not incur any material additional expenditure or additional costs for this reason (unless we agree to bear such costs).
- (3) Indicated or agreed delivery terms or dates shall always be subject to a collaboration of the Purchaser, as agreed upon in the contract. A compliance with our delivery obligation shall be subject to the proper fulfillment of the Purchaser's obligations in due time and the clarification of all technical questions.
- (4) In the event that we on our part fail to receive supplies although having placed congruent orders with reliable suppliers, we shall be released from our obligation to perform and entitled to rescind the contract. In this case, we shall give the Purchaser immediate notice of the non-availability or the delayed availability of the delivery item or the supply. The burden of proving that we may be held responsible for a violation of duty in connection with the procurement of the delivery item shall lie with the Purchaser.
- (5) If, after contract conclusion, it turns out that the Purchaser fails to provide an adequate guarantee of solvency and our claim for payment is at risk, we shall be entitled to refuse delivery until the Purchaser effects payment or provides a security for payment. In the event that payment or the provision of a security fails to be made within 12 working days after a request in this respect, we shall be entitled to rescind the contract.
- (6) If the Purchaser is in default with respect to a call-off order, an acceptance or receipt or a collection or if the Purchaser is liable for a delay in dispatch or delivery, we shall irrespective of any further claims be entitled to request payment of a lump-sum fee in the amount of locally customary storage costs, no matter whether we store the Goods with us or with a third party. The Purchaser shall have the right to give evidence that no or only a lower damage occurred. In the event of a delay on the part of the Purchaser, the risk of accidental destruction or accidental deterioration shall pass over to the Purchaser as soon as the latter comes into delay.
- (7) If the Purchaser infringes any other duties to collaborate, we shall be entitled to request compensation of the damage incurred by us, inclusive of additional expenses, if any.
- (8) In the event of force majeure, strike, lockout or similar unforeseen events which impede the execution of an order, we shall - for the duration of the impediment - not be bound to the agreed delivery term.

Art. 7

Delays in Delivery

- (1) In the event that the delivery term agreed upon cannot be observed due to circumstances beyond our control or the control of our suppliers, the term shall be appropriately extended. In this case, the Purchaser shall be given immediate notice. If the impeding circumstances still exist one month after expiry of the delivery term agreed upon, each party shall be entitled to rescind the contract. Further claims against us for having exceeded the delivery term through no fault of our own shall be excluded.

- (2) In the event of a culpable delay in delivery, the Purchaser shall be entitled to request a flat compensation for delay at a rate of 3 % of the delivery value concerned, but not more than 10 % of the delivery value if the Purchaser incurs damage or loss due to the delay. In addition, the Purchaser may grant us an adequate period of grace in writing (text format shall be sufficient) of not less than 15 days. After fruitless expiry, the Purchaser shall be entitled to rescind the contract or to request damages instead of performance. The liability for damages due to a culpable delay in delivery shall in any other respect be subject to the regulations regarding defects and liability according to clauses 9 and 10.

Art. 8

Place of Performance

Place of performance for all obligations arising from the contractual relationship shall be the place of our registered office.

Art. 9

Notices of Defects / Claims for Defects / Warranty Period

- (1) Warranties shall be assumed by us within the framework of individual and explicit agreements only.
- (2) In case of defects, the Purchaser shall first of all be bound to comply with the statutory inspection duty and duty to notify defects according to Section 377 of the German Commercial Code (*HGB*). This shall also apply if the Purchaser is a businessman within the meaning of Section 14 of the German Civil Code (*BGB*) and the order is placed in the exercise of a commercial or self-employed professional activity.
- (3) The warranty period for new Goods shall amount to one year after risk transfer, but in any case after delivery, unless mandatory statutory provisions require a longer period of limitation.
- (4) A liability for defects shall above all be based on the agreement made with respect to the quality of the goods, inclusive of all product specifications forming the subject matter of an individual contract.
- (5) The Purchaser shall not be entitled to derive any rights from defects which do not or only insignificantly impair the value and suitability of the Goods. Always provided that we are not responsible for such conditions, no warranty shall especially be assumed in the following cases:
- Unsuitable or improper use; faulty design of the delivery item on the part of the Purchaser; faulty installation by the Purchaser or third parties; normal wear and tear; faulty or negligent treatment; faulty, improper or too long storage; unsuitable conditions of use (temperatures, pressure, media) the delivery item was subjected to; electrochemical or electric influences.
- (6) If Goods are found to be defective at the time of risk transfer, we shall be entitled and obliged to subsequent performance. Subsequent performance shall, at our option, be carried out in form of subsequent improvement or replacement. The costs for subsequent improvement, especially transportation costs, road costs, labor costs and costs of materials, shall be borne by us to the extent provided for by law if there is actually a defect and always provided that these costs are not increased because the Goods were carried to another location than to the place of performance. We shall be entitled to request the Purchaser to reimburse the costs incurred by us due to an unjustified request for defect elimination (especially inspection and transportation costs), unless the lack of defects was not detectable for the Purchaser. Our right to refuse subsequent performance according to statutory provisions shall remain unaffected.
- (7) To the extent that the subsequent performance fails to be successful or to be carried out within the reasonable term specified by the Purchaser or is refused, the Purchaser shall, at its own choice, be entitled to rescind the contract or request a reduction of the purchase price (purchase price reduction) in an amount corresponding to the value of the defect. Claims for damages - within the limits of the regulations set forth in clause 10 - shall remain unaffected.
- (8) In case of an entrepreneurial recourse (Section 445a of the German Civil Code (*BGB*)), it shall be assumed that there were no defects at the time of the transfer of risk to the Purchaser if the Purchaser performed a proper inspection according to paragraph 2 above, but did not give notice of any defects, unless such assumption is incompatible with the nature of the item or defect.
- (9) In the event that the Purchaser asserts recourse claims it must allow itself to be treated towards us as if it had implemented any and all contractual possibilities towards its contract partner which were admissible by virtue of law (e.g. refusal of subsequent performance for reasons of disproportionality or limitation of the reimbursement of expenses to a reasonable amount).

- (10) A warranty for used Goods shall be excluded; in case of defects, we shall be liable only if a warranty has explicitly been assumed by us.

Art. 10 Liability

- (1) To the extent that the question of culpability is relevant in the respective context, our liability for compensation of damage shall - irrespective of the legal ground - be limited according to the provisions in this clause 10.
- (2) We shall not be liable in case of simple negligence of our bodies, legal representatives, employees or other persons employed in the performance of our obligations, unless significant contractual duties have been violated. Significant duties shall especially include those obligations the fulfillment of which is a precondition for the proper implementation of the contract and the compliance of which is and may regularly be relied on by the Purchaser.
- (3) To the extent that we are liable for damages on the merits according to clause 10 (2), such liability shall be limited to the loss or damage which was at the time of contract conclusion foreseen by us as possible consequence of an infringement or ought to have been foreseen by us when applying due care and diligence. Moreover, an indirect loss or damage or a consequential loss resulting from defects of the Goods shall only be subject to compensation to the extent that such loss or damage can typically be expected when using the delivered item in conformity with its intended purpose.
- (4) The preceding liability exclusions and restrictions shall to the same extent apply to the favor of our bodies, legal representatives, employees and other persons employed in the performance of our obligations.
- (5) To the extent that we render application-related consulting services and the respective information or consultation does not belong to the contractual scope of services explicitly owed by us, such services shall be rendered without charge and under exclusion of any liability.
- (6) The restrictions set forth in this clause 10 shall not apply to a liability on our part due to intentional behavior, warranted characteristics, due to injury to life body and health or according to the product liability act.
- (7) If we pay a flat compensation for delay, such amount shall be credited to a claim for damages, if any, according to this clause 10.

Art. 11 Confidentiality / Data Protection

- (1) Unless explicitly otherwise agreed upon in writing, the information submitted to us together with a purchase order shall not be regarded as confidential information, unless the confidentiality is obvious.
- (2) We draw attention to the fact that we will store data (also personal data) concerning the contractual relationship for data processing purposes and reserve the right to forward the data to third parties (e.g. insurance companies) if this is necessary for contract fulfillment. In no case, however, we will make use of such data outside of our company or sell or otherwise disclose them to third parties.
- (3) In connection with data protection, attention is also drawn to the following:

Contact data: We, avionic design GmbH (address and contact data follow below) shall be the controller in terms of data protection law. Our data protection officer shall be available under the contact data indicated above and under the e-mail-address datenschutz@avionic-design.de.

Purpose of Processing and Legal Basis: As a contractual precondition for delivery, the Purchaser shall provide us with personal data (hereinafter called "Data"). Such Data shall be processed by us for the purpose of contract conclusion and implementation (inclusive of legal prosecution and claim collection purposes) on the basis of data protection law provisions (especially Art. 6 paragraph 1 b) of the GDPR). In addition, we shall process the Date on the basis of data protection law provisions for the protection of our legitimate interests (especially Art. 6 paragraph 1 f) of the GDPR). The legitimate interests in this context shall— according to the following regulations – focus on the prevention of bad debt losses by third parties or by us as well as in the transmission of product information to the Purchaser.

Data categories: We shall process the following data categories: Master data (such as company, contact person, if available, address), communication data, contract and consumption data, claims data, information on payments and delays, when appropriate.

Third recipients: Always provided that the relevant regulations are complied with, Data may – also prior to contract conclusion - be forwarded to credit agencies - such as Bürgel or SCHUFA - in order to avoid bad debt losses by third parties or by us, e.g. in order to collect probability values concerning bad debt losses or in order to forward information on undisputed claims of the supplier or claims of the supplier which have been determined with legal effect, in connection with which the Purchaser is in default of payment. The credit agencies shall also store the Data transmitted to them in order to make them available to their contract partners for an assessment of the risk of non-payment of receivables. In this context, however, Data will only be made available if and when the contract partners maintaining a relationship to the credit agency can show a legitimate interest in the transmission of the Data. For debtor search purposes, the credit agency may forward address data. The Purchaser may obtain information on the Data stored about it from the credit agency. In case of debt collection, Data may be transmitted to the following categories of recipients if this is necessary for collecting the claim: assignees, credit agencies, collection agencies, third-party debtors, residents' registration offices, courts, court bailiffs, attorneys at law.

Information on products: In compliance with data protection law regulations (especially Art. 6 paragraph 1 f) of the GDPR), we shall make use of Data in order to inform the Purchaser about our other goods and services, if appropriate by mail or – by observing Section 7 paragraph 3 of the German Act on Unfair Competition (*UWG*) – by electronic means.

Data retention period: We shall delete the Data immediately if and when we are obliged to do so, especially if we are no longer in need of the Data for the purposes for which they were collected and there are no contradicting retention obligations. Irrespective of that, however, inspections whether a deletion of Data is possible shall take place in intervals of three years.

Rights of objection: The Purchaser may at any time raise objections against the processing of Data for the purpose mentioned under "Information on Products" by giving us notice to this effect. Irrespective thereof, the data subject shall be entitled to execute a right of objection according to Art. 13 paragraph 2 b) or Art. 14 paragraph 2 c) in conjunction with Art. 21 of the GDPR against a processing of Data according to Art. 6 paragraph 1 f) of the GDPR.

Other rights of data subjects: The data subject shall hold the following rights according to existing statutory regulations (especially the GDPR): right of access, rectification, deletion, restriction of processing and right of data portability. In addition, the data subject shall be entitled to lodge a complaint against the processing of Data relating to its person with the supervisory authority. The address of the supervisory authority competent for us is: Der Hamburgische Beauftragte für Datenschutz und Informationsfreiheit (The Officer for Data Protection and Freedom of Information of Hamburg), Klosterwall 6 (Block C), 20095 Hamburg, phone 040 42854 -4040, fax 040 42854 - 4000, e-mail: mailbox@datenschutz.hamburg.de, homepage: www.datenschutz-hamburg.de.

Art. 12 Title Reservation

- (1) Title to the delivered Goods shall be reserved until all our claims against the Purchaser arising from the business relationship, inclusive of claims arising in future from contracts concluded simultaneously or at a later time, have been settled. This shall also apply if claims have been included in a current account and the balance has been drawn and recognized. The Goods as well as the reserved goods taking their place according to the following provisions shall hereinafter be referred to as "Reserved Goods".
- (2) The Purchaser shall be entitled to resell and/or process Reserved Goods in the ordinary course of its business. Processing works, if any, shall be carried out by it for us without any obligations arising for us in this context. If Reserved Goods are processed together with or are combined or blended with other products, we shall automatically become entitled to a joint ownership share in the new item, viz. in case of a processing of Reserved Goods to a share in the proportion of the value (= gross invoice value including subsidiary costs and taxes) of the Reserved Goods to the value of the other products. In order to provide a security for the case that this ownership acquisition fails to take place, the Purchaser already now assigns its future ownership or – in the aforementioned proportion – its joint ownership in the new item to the seller.
- (3) As a security, the Purchaser hereby assigns to us any and all claims it is entitled to towards a purchaser or a third party due to a resale of the Reserved Goods – in case that we hold a share in the Reserved Goods, pro rata according to such joint ownership share. The same shall apply to other claims taking the place of the Reserved Goods or otherwise arising with respect to the Reserved Goods, such as e.g. insurance claims or claims arising from unlawful acts in case of loss or destruction. The assignments are hereby accepted by us. Until revoked, the Purchaser shall continue to be entitled to collect such claims also after an assignment. Our right to collect the claims ourselves shall remain unaffected, but we shall not make use of this right as long as the Purchaser properly complies with its payment duties and other obligations. Upon request, the Purchaser shall be obliged to inform us about the assigned claims and the respective debtors, to submit us all information required for collection, to surrender the documents relating thereto and to give the debtors notice of the assignment. We shall have the right to give our own notice of the assignment to the Purchaser's debtors.

- (4) In the event of a behavior of the Purchaser in breach of the contract, particularly in case of a default in payment, we shall be entitled (but not be obliged) to rescind the contract and the Purchaser shall be obliged to surrender the Reserved Goods to us ("Enforcement Event"). In an Enforcement Event, the Purchaser shall irrevocably grant us unobstructed access to its business and storage premises in order to take possession of the Reserved Goods. After repossession of the Reserved Goods, we shall without any restriction be entitled to dispose of them, and the proceeds of a sale shall, after deduction of adequate sales costs, be credited to the liabilities of the Purchaser.
- (5) To the extent that and as long as there is a title reservation, the Purchaser shall without our consent not be permitted to transfer Reserved Goods or items made of such Reserved Goods by way of security or to pledge them. Conclusions of financing agreements (e.g. leasing contracts) providing for a transfer of our title reservation rights shall be subject to our prior written consent, unless such contract obliges the financing institute to pay the purchase price portion we are entitled to directly to us.
- (6) In the event of a seizure or another access by a third party to the Reserved Goods, the Purchaser shall be obliged to give such third party immediate notice of our ownership title and to immediately inform us in writing (text format shall be sufficient) and provide us with copies of documents relevant in this respect. The Purchaser shall not be permitted to enter any agreements with its customers that might impair our rights.
- (7) We undertake to release the securities we are entitled to according to this clause 12 upon request of the Purchaser and according to its choice to the extent that the realizable value of the securities exceeds the claims to be secured by more than 20% or their nominal value by more than 50 %.
- (8) In the event that the title reservation fails to be effective according to the law of the state where the delivered Goods are located, the Purchaser shall upon our request provide another equivalent security. If the Purchaser fails to come up to this requirement, we shall be entitled to request immediate payment of any and all outstanding invoices without taking the payment terms agreed upon into account.

Art. 13

Compliance with Export Control Regulations

- (1) In the event of a sale, (re-)export or any other disposal or transfer of Goods or technical information supplied by us on the part of the Purchaser, the latter shall be obliged to comply with any and all applicable national and international (re-)export control regulations, inclusive of the (re-)export control regulations applicable in the Federal Republic of Germany, the European Union and the United States of America.
- (2) Prior to each disposal/transfer according to clause 10.1, the Purchaser shall particularly ensure that
 - (i) the transaction will be not infringe an embargo imposed by the European Union, the United States of America or the United Nations;
 - (ii) Goods or technical information disposed of within the framework of such transaction are not intended for military purposes (inclusive of nuclear technology) if and to the extent that such use is subject to a prohibition or an approval, unless a corresponding approval has been granted; and
 - (iii) the regulations of any and all applicable sanction lists of the European Union and the United States of America concerning the trade with companies, persons and organizations included in such lists are complied with.
- (3) To the extent that this is necessary for carrying out export control checks, the Purchaser shall upon request provide us with any and all information about the final customer, the place of destination and the intended use of Goods or technical information supplied by us and inform us about any existing export control restrictions.
- (4) The Purchaser shall be obliged to indemnify and hold us harmless with respect to any claims, proceedings, acts, fines, losses, costs and damage resulting from or in connection with a failure to comply with export control regulations on the part of the Purchaser. In addition, the Purchaser shall be obliged to indemnify us with respect to any damage, loss and expenditure arising from its negligent or intentional non-compliance of export control regulations. These regulations shall not imply a change in the burden of proof.

Art. 14 Intellectual Property

We shall reserve all rights in the intellectual property related to sold Goods; none of such rights shall be licensed or assigned to the Purchaser, unless this has explicitly been agreed upon between the parties. Intellectual property rights resulting from developments, improvements or adaptations of Goods which are carried out by us on behalf of the Purchaser shall remain with us, unless explicitly otherwise provided for.

Art. 15 Place of Jurisdiction / Applicable Law / Miscellaneous

- (1) In the event that the Purchaser is a businessman, a legal entity of public law or a special fund under public law or if the Purchaser has no general place of jurisdiction within Germany, the place of jurisdiction for any disputes arising from the business relationship between us and the Purchaser shall, at our option, be the place of our registered office or of the Purchaser's registered office. Place of jurisdiction for any legal action against the Purchaser, however, shall in these cases exclusively be the place of our registered office. Mandatory statutory provisions concerning exclusive places of jurisdiction shall remain unaffected by this provision.
- (2) The applicable law shall exclusively be the law of the Federal Republic of Germany under exclusion of the UN sales law (CISG) and the referral regulations under German International Private Law.
- (3) An ineffectiveness of individual provisions in our General Terms and Conditions of Sale and Delivery shall not affect the validity of such General Terms and Conditions as a whole. If the contract or these General Terms and Conditions include regulatory gaps, these gaps shall be deemed to be filled by such legally effective provisions the contract parties would have had agreed upon in line with the economic goals of the contract and the purpose of these General Terms and Conditions had they been aware of such regulatory gap.

avionic design GmbH
Wragekamp 10
22397 Hamburg
Germany

01 July 2018