
General Business and Delivery Terms

1. Scope and legally binding nature

1.1. The following delivery and payment terms shall apply to the acceptance and performance of all orders issued to Aircontech GmbH (hereinafter "Aircontech") by companies as specified in § 14 BGB (Germany) and legal entities under commercial law (hereinafter "Purchaser"), insofar as the parties to the contract have not otherwise explicitly agreed. The business terms of the Purchaser shall not apply even if we do not explicitly deny them.

1.2. The following terms apply to all orders and deliveries we accept and perform, including distance sales, and shall be considered recognized and legally binding once the Purchaser has issued the order. Conditions deviating from these terms must be in writing in each individual case pursuant to § 883 ABGB (Austria); this also applies to any deviation from this requirement of the written form.

2. Quotation and conclusion of the contract

2.1. Quotations are in writing and non-binding unless otherwise explicitly agreed. The contract between Aircontech and the Purchaser shall only take effect once Aircontech has issued a written declaration of acceptance (this may also be in the form of a fax or email) in the form of an order confirmation or delivery.

2.2. The maximum period of validity of a quotation shall be 8 (eight) weeks from the date of quotation.

2.3. Point 2.2 shall not apply to quotations explicitly marked as "non-binding". In this case, a contract between Aircontech and the Purchaser shall only take effect once the Purchaser has provided us with a purchase order and Aircontech has accepted the quotation it contains. Acceptance of the order may take place by written order confirmation, delivery, or issuance of an invoice.

2.4. If the object of delivery is not significantly changed or its quality improved and the changes or deviations are reasonable to the Purchaser, we reserve the right to make changes from our specifications pertaining to the condition of the delivery or service (for example, in terms of dimensions, capacity, tolerances, technical data, weight, or product name) as well as our documents (for example, drawings and illustrations, usage and maintenance instructions), for example during ongoing product developments.

2.5. Plans, sketches, or other technical documentation as well as quotation and project documentation, as well as samples, catalogs, brochures, illustrations, photographs, and the like, remain the intellectual property of Aircontech.

3. Delivery

3.1. If no fixed delivery dates are agreed upon, but rather delivery periods, these periods shall start only after all details of the order, in particular the type and scope of the delivery and

the prices, have been mutually agreed upon and made binding. Deliver periods thus begin no earlier than the day of purchase order acceptance (order confirmation) by Aircontech. This does not affect our right to demand compensation from the Purchaser for any expenses incurred as a result of this delay, even if the delay was not the fault of the Purchaser.

3.2. Agreed or promised delivery dates are only binding if they have explicitly been confirmed by Aircontech GmbH.

3.3. Our delivery obligation is subject to the reservation that our suppliers deliver to us on time and properly. If a delivery obstacle that is not our responsibility is not of only temporary duration, we are entitled to withdraw from the contract. We will inform the Purchaser immediately of our inability to deliver.

3.4. In case of delivery delays due to temporary inability to perform due to circumstances beyond Aircontech's control, either in the business of Aircontech GmbH or in those of a supplier (such as a strike, lockout, or force majeure), the Purchaser is entitled to withdraw from the contract no earlier than 4 (four) weeks after the inability begins.

3.5. Delivery periods shall be placed on hold as long as the Purchaser is in default in performance of their obligations, including those in other transactions with us.

3.4. Partial delivery on our part is permitted if the partial delivery can be used by the Purchaser for the contractually agreed purpose, the delivery of the remaining goods on order is ensured, and the Purchaser incurs neither significant added effort or additional costs as a result. Each partial delivery shall be considered an independent transaction.

3.5. Notification of shipping readiness on our part constitutes compliance with the delivery period, even if shipping cannot occur or is not timely due to causes beyond our control or beyond the control of the delivery plant / producer. Goods reported as ready to ship but not called on immediately will be stored at the cost and risk of the Purchaser as we deem fit, and shall be invoiced as delivered. Damage compensation or a demand for replacement shall not be granted in such cases. In these cases, the Purchaser shall not be entitled to withdraw unilaterally from the order placed.

3.7. In case of delayed fulfillment by us, the Purchaser must in any case grant us a reasonable grace period.

3.8. Unless otherwise agreed, goods shall be considered sold "ex factory". We will be happy to ship the goods to a specific location upon Purchaser's requests. Unless otherwise agreed, Purchaser shall bear the costs of transport and, if the Purchaser so desires, transport cost insurance.

3.9. We are also entitled to determine the type of shipping ourselves (in particular choosing the shipping company, shipping route, and packaging) with no assumption of liability. Deliveries shall always be at the risk of the Purchaser and, unless otherwise agreed, shall not be insured.

3.10. The delivery of certain groups of goods does not constitute any obligation to deliver our entire product line.

3.11. Unless agreements pertaining to individual cases are not otherwise made (in particular via INCOTERMS), all risk, use, and hazard shall pass to the Purchaser once the delivery leaves our plant in Feldkirch.

3.12. Claims against us demanding payment in compensation for damages and loss of profit due to delayed delivery by third parties we engage cannot be accepted.

4. Prices

4.1. All prices, unless otherwise agreed, shall be considered to be in Euros and are net prices excluding legally applicable value added tax, with no discounts, and shall apply "ex factory" and without additional costs (such as packaging, loading, freight, public duties, customs, levies, import/export taxes, or fees). Should the costs of manufacture, material costs, currency exchange costs, or the general economic situation change, we reserve the right to make corresponding price corrections.

4.2. The Purchaser is obligated to provide all information needed for processing of the order in suitable form by the date specified by Aircontech. If Purchaser fails to provide this information to Aircontech on a timely basis and in a suitable form, Aircontech shall no longer be bound by the delivery period cited in the quotation and shall be entitled to demand a reasonable increase in price from the Purchaser and/or compensation of the damages Aircontech has incurred as a result. Later changes to the order by the Purchaser shall only be binding for Aircontech if these changes were announced in writing and explicitly accepted by Aircontech. The costs of such later changes to the order by the Purchaser must be borne exclusively by the Purchaser.

4.3. Additional costs incurred due to a certain type of shipping desired by the Purchaser shall always be borne by the Purchaser.

4.4. The phrase "as usual" ("wie gehabt") or the like shall only apply to the performance of our service, but not to prices or auxiliary costs.

4.5. We are entitled to invoice the Purchaser any additional costs incurred in the return and/or disposal of packaging material.

5. Payment, due dates, consequences of default

5.1. The place of fulfillment for payments to us shall be Feldkirch. Payments shall be considered made on the date on which we have access to the funds (for international customers, this access must be in the currency agreed).

5.2. Payments, unless otherwise agreed in writing, shall be due 30 (thirty) calendar days after invoicing, without discount.

5.3. The fees for the first and second dunning letters shall each be 4.00 EUR, and each additional demand for payment shall be invoiced at 12.00 EUR. Starting with the second dunning level, interest shall be payable in the amount of the currently valid EURIBOR plus 10%. All dunning, debt collection, levies, and informational costs, as well as the costs of any attorney we must engage, shall be borne by the Purchaser in default.

5.4. If the Purchaser stops payments or if other circumstances arise after conclusion of the contract that indicate a significant worsening of the asset situation of the Purchaser and that could endanger our claim to payment, we are entitled to make outstanding deliveries and services dependent on a prepayment or security payment as we deem fit or to make our claims against the Purchaser payable immediately, and to withdraw from all pending purchase and/or delivery contracts as well as to demand compensation for damages for failure to meet obligations. If the Purchaser is in arrears with a payment to Aircontech for over four weeks, we are entitled to make all payments for deliveries and services payable immediately that proceed from the same legal relationship. This shall also apply if the Purchaser's delay in payment is due to circumstances that are beyond the Purchaser's control. If legal proceedings are opened on the assets of the Purchaser, the entire remaining debt shall become payable, even for payments with a later due date.

5.5. The exercise of the rights specified in point 5.4 above do not constitute any liability on our part towards the Purchaser, in particular cannot be grounds for damage claims against Aircontech.

5.6. Offsetting with counterclaims of the Purchaser or withholding of payments by the Purchaser due to such claims shall only be permitted if the counterclaims are undisputed or legally imposed.

6. Reservation of ownership

6.1. Goods we deliver shall remain our property until complete payment of the purchase price and all auxiliary costs (including any account claims due from our business relationship).

6.2. As long as our ownership applies to the reserved goods, the Purchaser is obligated to store them properly and to keep them insured against loss and loss of value, fire and theft, and warehouse and water damage at their own cost, said insurance naming us as beneficiary.

6.3. The Purchaser is obligated to report to us immediately any access to the reserved goods or cession of claims to third parties. In such a case, they must immediately inform third parties of our rights and compensate us for all costs, including any attorney costs, associated with the preservation of our rights. If the goods still in our ownership are seized, the Aircontech must be informed of this event immediately by transmission of a copy of the seizure protocol and the original of a sworn oath that the seized goods are identical to the reserved goods.

6.4. Processing, combination, or reworking of the goods we deliver are always done for us. If our goods are processed or permanently attached to other objects that do not belong to Aircontech, we thereby obtain shared ownership in the new objects in proportion to the invoiced value of our goods to the other processed objects at the time of processing. If the Purchaser obtains sole ownership in the new object, they hereby transfer a shared ownership proportional to the invoice value of our reserved goods.

7. Force majeure

7.1. Liability cannot be accepted for delays in delivery due to force majeure.

7.2. Force majeure entitles us to delay the delivery by the duration of the obstacle and a reasonable ramp-up time, or to withdraw from the contract in full or in part. This does not constitute any liability on our part towards the Purchaser, and in particular cannot be grounds for damage claims against us.

7.3. Force majeure can particularly include strike, lockouts, blockades, import and export prohibitions, shortages of raw materials and fuel, fire, traffic blockades, problems at the factory or in transport, mobilization, war, and other circumstances that significantly impede or prohibit the performance of business, no matter whether they affect us, our suppliers or their own suppliers, the Purchaser, or others in the Purchaser's sphere. Force majeure also includes failure to deliver or the lack of timely delivery by our suppliers to us, insofar as the cause of this delay is beyond our control.

8. Warranty

8.1. The warranty period starts when risk is transferred. The Purchaser is obligated to inspect the goods for freedom from defects and completeness upon receipt, and to report any detectable deficiencies in the goods immediately, and in any case no later than within 8 (eight) days after receipt of the goods by the Purchaser or by the receiver named by the Purchaser, in writing and in detail. Upon request, Aircontech must be provided the opportunity to inspect the deficiencies immediately. The Purchaser or receiver of the goods is obligated to handle them with goods and keep them until their inspection or return to us. If obvious defects are not reported within the period named, the goods shall be considered accepted by the Purchaser. We can accept liability for non-obvious defects only if they are reported in writing immediately after their discovery.

8.2. If there is any defect in the goods, we are entitled to correct the defect or deliver replacements as we deem fit. The return of defective goods is permitted only with our explicit agreement in writing.

8.3. In case of defects in components or products from another manufacturer that we cannot correct ourselves, we will either pursue our warranty claims against the manufacturers and supplier to the benefit of the Purchaser, or cede the claims to the Purchaser, as we deem fit. We will not provide further warranties and/or compensation.

8.4. Warranty claims shall in any case be immediately void upon repair or attempted repair by the Purchaser or a third party. Processing of the warranty shall be accepted only by Aircontech GmbH, without exceptions. If the customer incurs the costs of work, such as the replacement of a non-conforming part, due to a justified warranty claim accepted by Aircontech, and if these costs are invoiced to Aircontech, the maximum hourly rate to be billed shall always be limited to € 55.00 plus VAT.

8.5. Claims by the Purchaser for the purpose of compensation of the expenses required, in particular the transport, travel, work, and material costs, are excluded insofar as these expenses are increased because the goods we delivered were later taken to a place other than the Purchaser's location, unless this transportation is inherent in their intended use. We can only accept return shipments after prior agreement in writing, and only in the original packaging or correspondingly secure replacement packaging. Please send return shipments freight paid to the following address: Aircontech GmbH (Warranties), Albert Schädler Straße 7, A-6800 Feldkirch, Austria.

8.6. If products are provided to us for warranty processing with an alleged defect and testing of these products indicates proper function, we are entitled to invoice the Purchaser for the costs incurred.

8.7. The term of limitations for defect claims, save in cases of fraud, shall be one year starting from delivery or, if an acceptance is required, starting from acceptance of the goods.

8.8. Otherwise, we will provide a warranty as required by applicable law.

9. Liability

9.1. We shall be liable as mandated by law for any violation of significant contractual obligations for which we bear responsibility. For all other violations of obligations, we shall only bear liability if damages are caused maliciously or by gross negligence by our legal representative or by a managing fulfillment staff member; damage compensation claims against us due to violation of obligations cannot be accepted.

9.2. Unless we are responsible for negligent behavior, we shall only bear liability for typically occurring, foreseeable damages, and only for that amount that is covered by our insurance, or for which, in case responsibility lies with our own supplier or producers, that party can provide compensation. The damage compensation claim in such cases shall be payable only after we have obtained these amounts.

9.3. If we provide technical information or advice, and that information or advice is not part of the scope of services to which we are obligated under contract, then the provision is free of charge and non-binding. Whether a product is suitable even for the special application cases of the Purchaser must be checked by the Purchaser themselves.

9.4. Any liability shall only be borne by the Purchaser. The Purchaser hereby explicitly undertakes in advance not to claim damages against us for any third parties (such as resellers, end consumers, their family members, and other damaged parties). Counterclaims by the Purchaser against us, if they apply at all, shall only apply insofar as the Purchaser has not made additional agreements with their own customers that go beyond legally mandated defect claims. Point 8.5 shall apply to the scope of counterclaims of the Purchaser against the supplier.

9.5. All damage compensation claims under points 9.1 to 9.4 above shall expire within the legally specified period.

10. Withdrawal from contract

10.1. Aircontech is entitled to withdraw from the contract:

- if the performance of the delivery is delayed by the Purchaser,
- if there are concerns about the payment capacity of the Purchaser,
- if extension of the delivery period due to the circumstances listed above constitutes a total of over half of the originally agreed-on delivery period,
- if the Purchaser does not accept the goods at the agreed location or time,
- if insolvency proceedings are opened on the assets of either party to the contract.

10.2. With no prejudice to our damage compensation claims, in case of withdrawal from the contract any services or partial services already provided shall be invoiced and payable immediately.

11. Jurisdiction and applicable law

11.1. The jurisdiction for all disputes arising under this contractual relationship shall be the materially competent court in Feldkirch, Austria. We are also entitled to file suit at the headquarters of the Purchaser.

11.2. Austrian material law in the edition currently applicable at the time of conclusion of the contract shall apply to the contract as well as these General Terms of Sale and Delivery. The applicability of UN purchase law (CISG) is explicitly excluded.

12. Commercial intellectual property and copyright

12.1. The purchase declares explicitly that they hold rights to all samples, templates, drawings, photos, etc. provided to Aircontech. All rights to the drafts, drawings, documents, digital data, designs, inventions, and auxiliary materials prepared by Aircontech remain exclusively the property of Aircontech, even after payment of all invoices. Any use, imitation, reproduction, or disclosure shall require the prior written approval of Aircontech.

12.2. The Purchaser bears sole liability should fulfillment of their order violate the rights of third parties, in particular copyright or trademark rights, unless this violation of rights originates solely from Aircontech's sphere. The Purchaser shall hold Aircontech harmless from any claims by third parties due to such violation of rights.

13. Data protection

Your personal data will be collected, processed, and used according to the strict regulations of applicable Austrian data

protection law. We hereby notify you that we will store and process your data in computer equipment to the extent necessary to process the transaction (invoicing, customer relations) and to the extent permitted by data protection law. However, we undertake to treat the data we receive during order placement with strict confidentiality and not to disclose it to third parties. Upon request, personal data will be deleted; moreover, after prior discussion, personal data can also be viewed in person at Aircontech's headquarters to the extent required.

14. Severability clause

Should individual terms of the contract based on these Terms of Delivery and Payment or these General Terms of Business be ineffective in whole or in part, the remainder of the terms shall remain in effect. In place of the ineffective term, a term will be used instead that comes as close as possible in its economic effect to the purpose of the ineffective term, while still being legally permissible.

Feldkirch #, June, 2014