



1. SCOPE AND EXCLUSIVE VALIDITY OF THESE TERMS AND CONDITIONS

- 1.1 These Standard Terms and Conditions shall exclusively apply to the sale by Lufthansa Technik AG ("LHT") of LHT products or products of a manufacturer other than LHT or products of a subcontractor ("Third Party Products") to a Customer as defined in Article 1.3 under a Customer Agreement as defined in Article 2.3, unless either (i) LHT expressly waives their applicability in written form, or (ii) LHT and the Customer (each a "Party", together the "Parties") have agreed on any other terms and conditions.
- 1.2 The Customer's standard terms and conditions shall not become part of the Customer Agreement, even if LHT has not expressly rejected their applicability. Further, if LHT replies to any communication of the Customer that refers to the Customer's standard terms and conditions or any other set of terms and conditions (each being "Other Terms and Conditions"), such reply shall neither constitute an acceptance of such Other Terms and Conditions, nor shall it result in the acceptance of such Other Terms and Conditions.
- 1.3 "Customer" shall mean an Entrepreneur that purchases or intends to purchase LHT's products or Third Party Products. "Entrepreneur" shall mean a person or legal entity who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

2. CONCLUSION OF CUSTOMER AGREEMENT

- 2.1 Any proposal or other offer submitted by LHT shall be non-binding for LHT unless stated otherwise in the offer.
- 2.2 Orders submitted by Customer are binding for the Customer for a period of 14 days.
- 2.3 An agreement is concluded once LHT has submitted an order confirmation to Customer ("Customer Agreement"), unless stated otherwise in the offer.

3. DELIVERY

- 3.1 The products shall be delivered to Customer FCA (Incoterms 2020) at LHT's facility, as further agreed by the Parties.
- 3.2 If the Parties have not agreed on a fixed delivery date, LHT shall deliver the products within a reasonable time.

4. TRANSFER OF TITLE

Title to all products shall remain with LHT until full payment has been effected by the Customer with regard to all amounts due under the ongoing business relationship with the Customer.

5. INSPECTION OF PRODUCTS AND WARRANTY

- 5.1 The Customer shall immediately inspect each product upon delivery regarding the conformity with the agreed specifications and the agreed quantity as well as any visible defects and shall notify LHT in writing about any non-conformities or defects immediately, latest within one (1) week from receipt of the product. In the event of any hidden defects that could not be discovered during the Customer's incoming inspection, the Customer shall notify LHT about these hidden defects immediately, latest within one (1) week from the day on which the hidden defect was detected. In the event that the Customer fails to notify LHT about any non-conformity or defect within the aforementioned one-week-periods, the products shall be deemed to be free from any such non-conformities or defects.
- 5.2 In the event of a defect or non-conformity of any product, LHT may at its sole discretion decide to repair the product or replace it with an equivalent product which is free of defects and corresponds to the agreed specifications ("Subsequent Performance"). If such Subsequent Performance has failed or if a reasonable time limit for the Subsequent Performance to be set by the Customer has expired without a result or is superfluous, the Customer can request a reduction in price or can withdraw from the contract and claim damages. The Customer, however, is only entitled to claim damages in accordance with Article 6 of these Standard Terms and Conditions.
- 5.3 LHT's warranty shall be excluded, unless a defect was present at the time of the transfer of the risk. LHT's warranty is particularly excluded if a defect has been caused (i) because the products have been altered, overhauled or repaired during the warranty period by any other party than LHT, or (ii) because the products have not been stored, handled or operated in accordance with LHT's and/or manufacturer's recommendations and standard aviation practices.

- 5.4 In the event of a defect of Third Party Products, LHT's warranty obligation shall be limited to the assignment of its own warranty rights, if any, against the manufacturer or subcontractor of the purchased product (hereinafter "Third Party Supplier") to the Customer. Upon the Customer's request, LHT shall provide the Customer with all necessary information regarding the assigned rights against the Third Party Supplier. The Customer shall enforce the assigned warranty rights against the Third Party Supplier in court by exhausting all avenues of appeal and all enforcement measures. Only if and to the extent warranty rights against the Third Party Supplier cannot be enforced or it is unreasonable for the Customer to enforce such rights, LHT shall be under a subsidiary warranty obligation instead in accordance with the stipulations of these Standard Terms and Conditions.
- 5.5 LHT shall correct any defect covered by this warranty at the place of delivery as per Article 3.1 and at its own expense. The Customer and LHT may agree that the warranty shall be performed at a different location. In this case the Customer shall, at its own risk and expense, arrange for the removal and the transport of the defective product to and from LHT's relevant technical facility or any other location where the services shall be performed and shall also be solely responsible for the reinstallation of the product.
- 5.6 The warranty period shall be one year for products. This warranty period also applies to contractual and non-contractual claims for damages on the part of the Customer which are based on a defect in the product. However, if LHT is liable for damages in accordance with Article 6.1, the statutory limitation period shall apply.

6. LIABILITY AND INDEMNIFICATION

- 6.1 LHT's liability for willful misconduct and gross negligence is governed by the statutory provisions. The same applies for loss or damage arising from injury to life, limb or health culpably caused by LHT, a violation of a guarantee or a breach of the German Product Liability Act.
- 6.2 If there is no event which falls within Article 6.1, LHT's liability for loss and damage, regardless of the legal grounds, is excluded in the event of simple negligence (so-called "einfache Fahrlässigkeit") of LHT, its statutory representatives and vicarious agents, unless the liability results from the violation of any material contractual obligations (so-called "wesentliche Vertragspflichten"). Material contractual obligations are those obligations, (i) the performance of which make the fulfilment of the contract in accordance with its terms at all possible; and (ii) the compliance with which the Customer is entitled to rely on and regularly does so rely.
- 6.3 If LHT is liable in accordance with Article 6.2 due to a simple negligent breach of material contractual obligations, LHT's liability shall be further limited as follows: LHT shall not be liable for any non-foreseeable damages which are not typical for sales as described in Article 1.1 above.
- 6.4 Customer shall indemnify and hold harmless LHT, its personnel and its subcontractors from any claims of any third Party arising out of or in connection with the sale and purchase of products, unless the damage, loss or other injury of such third Party was caused by a violation of its contractual obligations on the part of LHT. The indemnification includes all necessary costs, expenses and fees incident thereto.
- 6.5 The liability of LHT set forth in this Article 6 is exclusive and the Customer explicitly waives any other rights to claim damages or indemnification it may have at law or otherwise.

7. PRICES, INVOICING AND PAYMENT

- 7.1 LHT may issue one invoice or several partial invoices to the Customer prior to delivery of the product(s).
- 7.2 LHT may dispatch all invoices electronically (e-billing), as long as this is agreed for the entire contractual relationship between LHT and the Customer. The Customer shall supply the necessary details in a form requested by LHT. Special requirements concerning e-billing in the Customer's country (e.g. verification, archiving) have to be fulfilled by the Customer.
- 7.3 All payments are due and immediately payable upon receipt of the invoice(s) without any deduction.
- 7.4 Customer shall pay the price(s) set forth in LHT's current price list as purchase price for the product, unless otherwise agreed between the Parties in written form.



- 7.5 All prices are quoted as net prices. Any tax (including, but not limited to, value added tax), duty, fee or other public charges whatsoever imposed on the invoiced prices shall be borne by the Customer or shall be refunded by the Customer to LHT. In the event any such tax or duty is recoverable, LHT shall use reasonable efforts to recover such tax or duty paid.
- 7.6 The Customer agrees that any dispute with regard to payment obligation and any claim for reimbursement shall be made within six (6) months after receipt of the invoice as per Article 7.1. After this period has lapsed, the Customer shall not be entitled to assert any such claims. LHT undertakes to inform the Customer about this preclusion when invoicing the respective products.
- 7.7 Either Party shall make all payments in the agreed currency. Any payment made in any other currency shall be converted at the European Central Bank exchange rate applicable on its value date. Any shortfall resulting from such conversion has to be borne by the Party making such transfer. The receiving Party may retain any surplus resulting from such conversion.
- 7.8 The Customer is not entitled to set off any counter-claims against LHT's claims or exercise a right of retention, unless Customer's counter-claims or right of retention are determined by the final decision of a court or are undisputed. The Customer is free to assert his claims in court.
- 7.9 In the event that the Customer is a member of the IATA, the Customer hereby irrevocably authorizes LHT to collect payments via ICH by the last ICH clearance preceding the respective invoice due date. If a payment default is notified by the ICH, LHT shall be entitled to suspend the Services with immediate effect until payment is effected otherwise.
- 7.10 Payments by bank transfer to LHT shall be made to the bank account of LHT stated in the respective invoice.
- 7.11 LHT shall always be entitled to assign its payments claims against the Customer to third parties.

8. RESPONSIBILITIES TOWARDS AIRWORTHINESS AUTHORITIES

The Customer shall be solely responsible for the use of any purchased product, including, but not limited to the installation of such product into any aircraft. For the avoidance of doubt, the Customer shall also be and remain solely responsible with regard to any aviation authorities or other governmental agencies with respect to the airworthiness of the aircraft. To the extent available and required by mandatory EASA or FAA regulations, LHT shall grant the Customer access to all necessary information concerning LHT's compliance with such regulations.

9. INTELLECTUAL PROPERTY

LHT reserves all rights with regard to any intellectual property rights, including, but not limited to, patents, utility models, designs, copyrights (including, but not limited to, software), trademarks, trade names, know-how (including, but not limited to, documents, sketches, data and other information) and trade secrets and all renewals and extensions thereto and any other intellectual property rights ("Intellectual Property Rights") pertaining to any purchased product, and no such rights shall be licensed or assigned to the Customer unless expressly agreed between the Parties. Any Intellectual Property Rights resulting from developments, improvements or customizations of products implemented by LHT on behalf of the Customer shall remain with LHT, unless expressly agreed otherwise.

10. ASSIGNMENT

In addition to any other statutory or contractual right of assignment, LHT may assign its rights and obligations under the Customer Agreement in total or in part to Deutsche Lufthansa AG or any company directly or indirectly controlled by Deutsche Lufthansa AG. The Customer shall be informed about such assignment duly in advance. The assignee shall perform the obligations under the Customer Agreement in the quality and standards and in accordance with the terms and conditions laid down in these Standard Terms and Conditions. Any other assignment of rights or obligations arising from the Customer Agreement shall require the prior approval in written form of the other Party.

11. EXPORT CLAUSE

The Customer shall comply with all applicable domestic and foreign export compliance requirements, including applicable US export laws and regulations and those of other relevant foreign jurisdictions. Upon LHT's request, the Customer shall promptly provide LHT with appropriate documents or certifications as required by such applicable export laws and regulations, or as necessary to ensure continuing compliance with such applicable export laws and regulations. LHT reserves the right to not execute shipment until the Customer has provided necessary documents or certifications to enable LHT to use existing export licenses such as acknowledgement of LHT's license conditions.

12. FORCE MAJEURE

All events or circumstances, the prevention of which is beyond LHT's reasonable control such as, but not limited to, acts of God and the public enemy, terrorism, war, insurrections or riots, blockades, fires, floods, explosions, earthquakes, storms, serious accidents, infectious disease, epidemics, pandemics, endemics or quarantine, any act or omission of government or governmental authority (such as, but not limited to, delays with any customs clearance despite LHT having properly applied for it in due time or as a result of clarifications with customs authorities), strikes or labor troubles causing cessation, slowdown or interruption of work, general hindrance in transportation, general supply shortages and interruptions, shall release the Parties from their obligation of delivery or acceptance for the duration and to the extent of such events or circumstances.

13. LAW AND JURISDICTION

- 13.1 The Customer Agreement and these Standard Terms and Conditions and any legal relationship with the Customer that may arise therefrom shall be exclusively subject to and construed exclusively in accordance with the laws of the Federal Republic of Germany excluding their conflict of laws rules. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. In the event of a conflict between the English and the German meaning of any expression used in these Standard Terms and Conditions or any part thereof the German legal meaning shall prevail.
- 13.2 The courts of Hamburg, Germany shall have jurisdiction. In case of any claims asserted against LHT, this jurisdiction shall be exclusive.

14. WAIVER OF SOVEREIGN IMMUNITY AND SEVERABILITY

- 14.1 LHT and the Customer hereby agree that the Customer Agreement and any legal relationship that may arise therefrom are commercial transactions and the Customer undertakes not to claim any immunity from suit, execution, pre-judgement or post-judgement attachment or other legal process in any jurisdiction.
- 14.2 Nothing contained in these Standard Terms and Conditions shall require either Party to take any action contrary to the law or to any order or regulation of any government or contrary to any permit or authorization granted to either Party by any governmental authority. If any of the provisions of these Standard Terms and Conditions are held unlawful or otherwise ineffective by any court of competent jurisdiction, the remainder of these Standard Terms and Conditions shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

15. AMENDMENTS

Any amendments to the Customer Agreement (including this Article 15 of the Standard Terms and Conditions) need to be agreed upon between LHT and the Customer in written form.

HAM T/TJ 12/2021