

## **General Terms and Conditions**

### 1. Scope of application

1.1. These General terms and Conditions "GTC" shall apply in the relationship between CAMOplus GmbH (hereinafter "CAMOPLUS") and natural and legal persons (hereinafter "Customer" or "Customers"), governing any and all legal transactions concluded by CAMOPLUS with Customers, be it for the delivery of goods or for the rendering of services of whatever kind, even if not expressly referred to in an individual case, including but not limited to future supplementary orders of follow-up orders.

1.2. The version of our GTC that is current at the time of concluding the relevant contact shall be the version to be applied; such current version can be retrieved from CAMOPLUS homepage ([www.CAMOplus.at](http://www.CAMOplus.at)) or will be made available on request.

1.3. CAMOPLUS contracts exclusively based on its GTC

1.4. General Terms and conditions of the Customer or modifications of and/or amendments to our GTC shall only be valid if expressly consented to in writing by CAMOPLUS

1.5. Furthermore, General Terms and Conditions of the Customer will not be deemed accepted even if not expressly objected to by CAMOPLUS upon receipt thereof

1.6. In this context, the Customer expressly declares to contract with CAMOPLUS exclusively on the basis of the present GTC and already now waives any and all possible defenses or objections other than those covered by these GTC.

1.7. In the event of the nature of the respective transaction making it necessary to supplement the present GTC by more far-reaching provisions (Special Conditions), CAMOPLUS will also make these Special Provisions available to the Customer, and these Special Conditions will then form an integral part of the present GTC. The Customer shall confirm its acknowledgement of the Special Conditions to CAMOPLUS without delay.

## 2. Offers, conclusion of contracts

2.1. The offers of CAMOPLUS are not binding and are subject to change without notice.

2.2. Commitments, representations and guarantees made or given by CAMOPLUS or agreements made in the context of concluding the contract that deviate from these GTC shall not be binding unless and until confirmed in writing by CAMOPLUS, and a contract, if any, will not be brought about with legal effect unless and until such written confirmation has been issued.

## 3. Prices

3.1. Prices quoted shall generally not be understood to be lump-sum prices.

3.2. Any performance ordered by the Customer and not covered by the original order gives rise to a claim to adequate remuneration.

3.3. Quotations are exclusive of VAT, which is payable in addition on all prices at the statutory rate applicable from time to time. Any costs which may be incurred for packaging, transport, loading and shipment, as well as customs duties and insurance shall be borne by the Customer

3.4. If the performance to be rendered by CAMOPLUS involves a long-term obligation or contract, stability of value is expressly agreed in respect of all claims and ancillary claims of CAMOPLUS. If payroll costs should change on account of regulations made in collective bargaining agreements applicable in the sector or on account of in-house agreements or if other costs necessary for rendering performance, such as the cost of materials, power, transport, outside services or financing, etc., should change, CAMOPLUS shall be entitled and/or obligated to perform a corresponding upward or downward adjustment of prices.

3.5. Costs of traveling, hotels and daily allowances for food and accommodation will be charged separately; travel times will be deemed working time. The conditions relating to traveling, hotels and daily allowances for food and accommodations will be stated in the offers.

## 4. Payment conditions

4.1. Unless agreed or specified otherwise, invoices, as matter of principle, are due for payment immediately and without any deduction.

4.2. Unless agreed otherwise, one third of the remuneration falls due upon conclusion of the contract, one third upon the start of performance, and the balance upon completion of performance. CAMOPLUS will issue corresponding partial and final invoices for this purpose.

4.3. CAMOPLUS is entitled to charge default interest for late payment even if the Customer is not at fault, at the statutory rate applicable from time to time but at least at 8% above the base rate p.a., it being understood that the right to recover any

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higher interest for which proof has been furnished shall not be affected. CAMOPLUS is moreover entitled to also invoice an additional fee of EUR 25,00 for each reminder unless proof of higher expenses is furnished. CAMOPLUS has the right to claim a higher damage.

4.4. Objections to any invoice rendered must be received by CAMOPLUS not later than 14 days after receipt of the respective invoice. After such period, no objection can be validly raised, and the respective invoice will be deemed accepted by the Customer

4.5. Unless agreed otherwise, payments shall be made in euros, to the account specified on the invoice.

4.6. Specifications as regards the application of payments that the Customer makes on transfer voucher are not binding on CAMOPLUS.

4.7. If the Customer is in default of payment within the scope of other contractual relationships with CAMOPLUS, CAMOPLUS shall have the right to discontinue performance of its obligations under this contract until the Customer has rendered performance.

4.8. CAMOPLUS shall also be entitled in any such case to declare all claims relating to services already rendered under the ongoing business relationship with the Customer to be immediately due and payable.

4.9. In the event of the term for payment being exceeded, even if only with respect to one individual partial performance, any reductions in price (discounts, rebates, deductions, and the like) that may have been granted will be forfeited and will be charged.

4.10. The Customer is not entitled to assign any of its claims and rights under this contractual relationship without the written consent of CAMOPLUS.

5. Customer's cooperation duties

5.1. The duty of the CAMOPLUS to start rendering performance arises, at the earliest, as soon as

5.1.1. All technical details have been clarified

5.1.2. The Customer has created the legal preconditions (e.g for the charter sales and planning of flights)

5.1.3. CAMOPLUS has received any advance payment or been furnished any security that may have been agreed, and

5.1.4. The Customer has rendered any contractually agreed advance performance and discharged any contractually agreed cooperation duty, including without limitation those mentioned in the sub-clauses set forth below

5.2. The Customer shall arrange for the required authorizations from third parties and notifications as well as for the required permits from the authorities at its own

expense; however, CAMOPLUS offers to provide these services on behalf of the Customer, to the extent that representation is permissible. The related costs would be charged to the Customer separately.

## 6. Rendering of performance

6.1. Minor changes in the rendering of the performance by CAMOPLUS that are justified by the subject matter and can reasonably be deemed approved in advance.

6.2. If, after the order has been placed, the order is changed or supplemented for whatever reason, the time period for rendering performance is automatically extended/shortened by an adequate time period resulting from such change or supplementation.

6.3. If, after the contract has been concluded, the Customer desires that performance be rendered within a shorter time period, this will be deemed a modification of the contract. Such modification may necessitate additional expenditure. The additional costs incurred on this account shall increase the remuneration appropriately, pro rata to the additional expenditure this required.

6.4. Any partial performance that is justified by the subject matter is permissible and can be invoiced separately.

6.5. In case of the delivery of goods, the transport risk as well as the risk of accidental loss of the goods shall be borne by the Customer unless otherwise agreed.

## 7. Calling in third parties

7.1. CAMOPLUS is entitled to call in subcontractors for carrying out the order.

## 8. Time periods for rendering performance

8.1. Time periods and deadlines for rendering performance shall only be binding on CAMOPLUS if fixed in writing. A waiver of this requirement of writing also needs to be made in writing in order to be effective.

8.2. In the event of force majeure, strike, unforeseeable delays by sub-suppliers for which CAMOPLUS is not at fault or other comparable events outside the sphere of influence of CAMOPLUS, time periods and deadlines shall be deferred by the time period during which the corresponding event persists. The right of the Customer to withdraw from the contract in the event of delays that make it unreasonable to expect the Customer to be bound by the contract shall not be affected by this provision.

8.3. If the start of performance or performance as such is delayed or interrupted by circumstances attributable to the Customer, including without limitation on account of a breach of the cooperation duties set forth in clause 5, the time periods for rendering performance are accordingly; however, such extension shall have no

impact on the due dates for the remuneration. Furthermore the Customer shall have no right to withdraw from the Agreement.

8.4. In the event of the Customer wishing to withdraw from the contract on account of default, the Customer shall grant a grace period by registered letter threatening withdrawal.

8.5. If the Customer is in default of acceptance (refusal of acceptance, failure to render advance performance as and when due or failure to call off performance within an appropriate time period in case of call-off orders) for more than four weeks and the Customer in spite of being granted a reasonable grace period has not caused the circumstances attributable to the Customer that delay or prevent the performance from being rendered to be eliminated, CAMOPLUS shall in absence of other provisions be entitled, in the event of its justified withdrawal from the contract, to claim liquidated damages from the Customer in the amount of 30% of the gross order value without the need to furnish proof of the actual damage. The right to claim a higher damage shall not be affected by this provision.

8.6. In case the Customer is in default of acceptance of a consignment of goods, CAMOPLUS shall be entitled to either cause the goods to be warehoused at the Customer's expense while also insisting on performance or withdraw from the contract after granting a reasonable grace period and turn the goods to account in another manner.

9. Intellectual property of and/or retention of title by CAMOPLUS

9.1. Any performance rendered and the related execution documents, drawings, workflows, sketches, cost estimates and other documentation as well as software made available by CAMOPLUS or created on account of contribution made by CAMOPLUS shall remain the intellectual property of CAMOPLUS.

9.2. Making use of any of the above, including but not limited to passing it on, reproducing or publishing it or making it available, including copying even only extracts thereof, as well as imitating or editing/adapting it or turning it to account, is subject to the express and written consent of CAMOPLUS.

9.3. Any and all of the documentation set forth above can be claimed back by CAMOPLUS in the original at any time and upon termination of the business relationship shall in any event be returned to CAMOPLUS or, if requested by CAMOPLUS demonstrably destroyed by the Customer.

9.4. The Customer furthermore undertakes to keep secret from third parties the knowledge it receives within the scope of the business relations.

9.5. In case of the delivery of goods, the goods shall remain the property of CAMOPLUS until paid for in full by the Customer. Resale is only permissible if notified to CAMOPLUS duly in advance also specifying the name and/or corporate name as well as the corresponding (business) address of the buyer and CAMOPLUS has consented to such sale writing. Where such consent has been granted, the corresponding claim to the purchase price is herewith deemed assigned to

CAMOPLUS, and CAMOPLUS shall have the power at any time to inform the buyer of such assignment.

9.6. The enforcement of the retention of title provision shall only constitute withdrawal from the contact if such withdrawal is expressly declared by CAMOPLUS.

## 10. Defects/warranty

10.1. Any and all claims against CAMOPLUS that may be raised on account of defects are excluded unless they are asserted without delay, but not later than within two weeks of the defects being discoverable. Such claims are also excluded if not laid down in writing in a detailed report transmitted to CAMOPLUS within the same time period as from the defects being found out or being discoverable.

10.2. The burden of proving that the goods were delivered with defects or that the service was rendered with defects rests on the Customer, and also that of proving that the defect already existed upon delivery/or rendering.

10.3. Upon delivery, the goods or services must be examined by the Customer without delay. Any defects discovered in such examination shall be dealt with in accordance with clause 10.1.

10.4. The warranty period is six months.

10.5. The Customer shall grant CAMOPLUS a reasonable time period for rendering subsequent performance, provided however that CAMOPLUS shall have the right, at its option, to either remedy the defect or deliver an object or services free from defects and/or produce a new work.

10.6. The Customer and CAMOPLUS shall come to an understanding as to the place where the subsequent performance is to be rendered

10.7. CAMOPLUS can generally not be held responsible for information supplied free of charge. The supply of mere information of this kind does not give rise to a contractual relationship with CAMOPLUS.

10.8. The provisions set forth in clauses 10.1 to 10.7 shall apply mutatis mutandis to the rendering services.

## 11. Liability

11.1. CAMOPLUS shall not be liable for pecuniary damage or loss arising on account of a violation of contractual or pre-contractual duties, in particular on account of impossibility, default, etc., unless in case of intent or gross negligence.

11.2. Liability is capped at the maximum amount of liability covered by third-party liability insurance that may have been taken out by CAMOPLUS

11.3. This cap shall also apply with respect to damage to any object taken over for processing by CAMOPLUS.

11.4. Claims for damages shall be forfeited unless asserted in court within six months

11.5. Any liability whatsoever of CAMOPLUS for damage that has arisen on account of improper handling or storage, overstress, overload or failure to comply with instructions for use or installation, faulty assembly, commissioning, maintenance, upkeep by the Customer or third parties not authorized by CAMOPLUS, or on account of natural wear and tear, is excluded, provided such event has been causal to the damage. Liability is also excluded if necessary maintenance has been omitted and/or if maintenance has been omitted to be performed on schedule.

11.6. If and to the extent that the Customer can claim insurance benefits under casualty insurance (e.g. third-party liability insurance, comprehensive insurance, transport insurance, fire insurance, business interruption insurance and others) taken out by the Customer or for its benefit for a damage for which CAMOPLUS is liable, the Customer undertakes that it will claim such insurance benefits, and the liability of CAMOPLUS vis-à-vis the Customer in this respect is limited to the disadvantages arising to the Customer from making claims under such insurance (e.g. higher insurance premium). The Customer as re-seller shall take out adequate insurance cover for product liability claims and indemnify and hold us harmless with respect to recourse claims.

## 12. Severability clause

12.1. If any part of these GTC is ineffective, the validity of the remaining parts shall not be affected thereby.

12.2. Already now, the parties undertake to agree a substitute regulation (within the limits of what honest contracting parties would agree) that will come as close as possible to the commercial result of the ineffective provision taking into account what is customary within the sector.

## 13. General

13.1. This contract shall be governed exclusively by the substantive law of Germany; the application of the UN Sales Convention is expressly excluded.

13.2. The place of performance for any and all performance and deliveries both by CAMOPLUS and the Customer shall be the corporate seat of CAMOPLUS, General Aviation, P.O. Box 24 13 45, D-85335 Munich-Airport, Germany

13.3. Jurisdiction: Local jurisdiction in respect of all disputes between the Customer and the contractor arising from the contractual relationship or future contracts shall lie with the court having subject-matter jurisdiction over the corporate seat of CAMOPLUS.

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13.4. The Customer shall promptly notify CAMOPLUS in writing of any changes to its name, corporate name, address, legal form or other information of relevance.

As of January 2015