General Terms & Conditions (GTC) of Complete Aircraft Services GmbH by AeroVisto, Nürnberger Str. 87-89, 91220 Schnaittach, Germany (HRB 29274, Amtsgericht Nürnberg)

SCOPE

These General Terms & Conditions (GTC) govern the contractual relationship (Agreement) between Complete Aircraft Services GmbH by AeroVisto (hereinafter "CAS") and all customers.

These GTC form integral parts of all quotes and work orders, as well as all service and purchase agreements for other work. Where there exists a framework support agreement, maintenance agreement or other agreement, theses GTC shall likewise form an integral part of such agreements as well. With regard to contradictions between these GTC and separate customer contracts, the agreements of the customer contract take precedence over the GTC. The terms and conditions of Customers are naturally excluded.

GENERAL TERMS & CONDITIONS (GTC)

1. General Provisions

1.1
Orders placed with CAS for the performance of works on aircraft, aircraft parts and components or other aeronautical equipment shall be subject exclusively to CAS's GTC. Any pre-printed terms of business as may be submitted to us by the Customer shall be regarded as accepted by CAS only when confirmed in writing. An express repudiation of such terms shall not be necessary.

1.2
Agreements between the Customer and CAS shall be binding on the said parties only where the order has been confirmed in writing by email, fax or letter. Orders placed telegraphically, telephonically or verbally shall however be accepted and interpreted at the Customer's risk and on the Customer's account. The issue of an order confirmation or the delivery of the aircraft or equipment to CAS's facilities shall serve as the Customer's acceptance.

1.3
CAS has the right to demand the acquisition of credit-risk insurance by the customer in favour of CAS to ensure the cover of the estimated costs of a work order. Customer agrees to ad-hoc credit scoring checks by the house banks of CAS to ensure customers' ability to pay for all issued work orders.

1.4
Orders shall without further special approval by the Customer include authority for testings or other works necessary to investigate the subject of the order. Any work order automatically authorises CAS to procure parts and services and undertake additional works on the aircraft up to a maximum 10 man-hours per task or 1.000 EUR per part or service without prior written acceptance by the customer. Furthermore, any overtime working may be billed separately insofar as no binding estimate of costs shall have been given pursuant to Section 2.1.

1.5
CAS is entitled to have works for which orders have been placed with it carried out by other companies or persons deemed by CAS to be suitable and qualified without notifying the Customer thereof. All such companies or persons shall be certified by the relevant aviation authority where applicable and adhere to CAS's own quality assurance system.

1.6
All standard tooling required within the work scope of an order shall be made available by CAS at its facilities to carry out all contracted services. Non-standard and other special tooling shall be provided by the Customer. Where CAS assists in or arranges provision for such non-standard or otherwise special tooling, the costs shall be borne by the Customer.

1.7
All relevant documentation required within the work scope of an order shall be made available by the Customer in good time in order to allow for planning work of the contracted services. Upon completion of the contracted services, CAS shall issue Customer with a standard CAS inspection report and additionally all relevant paperwork in accordance with the rules and regulations of the airworthiness authorities as applicable.

1.8
The Customer is entitled to have one authorised representative present on-site at CAS's facilities to inspect the contracted services. However, the presence of such representative must at no times unreasonably interfere with the work of CAS or its agents and partners. Such a representative shall at all times have the relevant authority to agree to and sign for additional work or testing or materials as applicable on behalf of the Customer to avoid delays.

1.9
CAS is not responsible for any events that lead to a work stoppage or interruption caused by customer or its agents due to a non-performance or non-fulfilment of contractual duties. Should storage preservation apply, it is the responsibility of the customer to ensure that such storage work is arranged and performed. Where such stoppage or interruption exceeds 24 hours, a hangarage or parking fee (calculated on square metre usage of the aircraft plus safety buffer) will be charged on a daily basis and subsequently billed to the customer.

2. Estimates of costs and ground times

2.1
Estimates of costs shall be binding only when given in writing and when expressly defined as binding in the written text. In principle, however, they shall be valid for three months only from date of issue. Should CAS consider it necessary for additional works to be carried out, the final binding estimate total may be exceeded by up to 20% without consultation. Particular works and supplies required for the submission of an estimate of costs, e.g. fault detection, etc., and may be billed to the Customer even where the works proposed in the estimate of costs are not executed, or are executed only in modified form.

2.2
Estimates of aircraft ground times for quoted works are always dependent on the availability of ordered and relevant materials; any discovered discrepancies and the required rectifications thereof. This may extend the quoted ground time estimate, for which CAS shall be held harmless unless the delay is caused solely by negligence on its part.

2.3
All estimates are being set up at the best knowledge at the time of making such estimates. Later changes are possible at all times and are attributable to several factors in the industry. Should an offer be accepted by the Customer more than two months after its issue, CAS reserves the right to recalculate that offer.

3. Invoicing

3.1
Billing takes place according to the respectively valid price list or according to sent cost estimate.

3.2
In cases of technical emergencies, so-called 'AOG's, these are also billed according to the valid price list.

3.3
Where a fixed price is agreed at the time of order, this alone will be billed. All fixed prices and reasonable estimates agreed upon shall be payable before the official completion and handover of the aircraft or part.

3.4
Where parts or equipment are replaced 'on exchange', an exchange price will be billed subject to the proviso that the part or equipment item is complete and exhibits no damage attributable to force. Is an exchanged part or equipment 'beyond-economical-repair' the customer deposit will be forfeited.

3.5
The right is reserved to correct charges even after these have been invoiced. Any correction, and likewise any objection to the invoice on the part of the Customer, must be made in writing within a maximum of five calendar days following the date of issue of the invoice.

3.6
Invoices are considered accepted if the Customer does not contradict within one week of receipt of such invoice.

3.7
All invoices carry the Swiss sales tax, unless the customer provides his tax exemption ID or his AOC Number when ordering.

4. Terms of payment

4.1
Payment for services, works and materials shall be due immediately upon receipt of the performance or subject of the order or the date of issue of an interim or final invoice and must in principle be made without discount or deductions. In the event of default, interest shall be payable at a rate of 10% above the latest applicable overdraft interest rate set by our Company Bank. Any set-off against counterclaims is expressly excluded.

4.2
CAS generally demands an advance payment of at least 50%, but extending also up to the full amount of the anticipated invoice value. Where the project is scheduled to stay seven working days or less, the entire quoted amount is payable upon accepting the quote. No interest shall be payable on such advance payments. All open invoices and proforma invoices must be paid in full by the customer before redelivery of parts.

4.3
All parts or third party services that are beyond the 1.000 EUR limit are to be paid in advance by the customer and may only be ordered or arranged after payment has been received. Any delay in paying such parts or third party services may cause a delay in the delivery of the aircraft parts. The resulting damages or losses are at the sole responsibility and liability of the customer.

4.4
All works and services related to warranties of an aircraft or its components, are payable as normal works and services. Any reimbursements made to CAS, shall be passed on to the Customer, if applicable. It is the Customer's sole responsibility to deal with warranty claims, unless CAS has an official service centre status of the relevant manufacturer or supplier.

4.5
Where an existing purchase order or work order is being unduly cancelled by the Customer, CAS will charge 50% of its full net value as a flat cancellation fee and as compensation for incurred costs and charges. Additionally, all cancellation fees and charges of third parties will be passed on to the Customer separately.

4.6
Where the Customer is in default of any payment obligations set out in a main agreement or an accepted work order, CAS is entitled to suspend all works and services for the Customer under these GTC, until payment is received. Agreed delivery deadlines are null and void in such a case with the sole responsibility for the aircraft parts and liability for any damages resting with the Customer.

4.7
Should CAS be required to issue Reminders or Notifications of any kind or nature, a general administration charge of 25 EUR per such single document shall be invoiced to Customer or added to an already invoiced amount.

5. Delivery

5.1
CAS is obliged to comply with agreed binding delivery deadlines, but only where these have been expressly designated as binding in writing and based on the realistic scope of work at the time of such binding redelivery date of the aircraft and the timely availability of required fully usable spare parts, where provided by the customer or his agents. Nevertheless even in such cases, should the extent of the works increase in comparison with the original order, the delivery deadline shall be extended accordingly. CAS shall in any case not be responsible for delivery delays by third party suppliers or vendors. The customer retains full responsibility on traceability of all spare parts supplied by him or his agents.

5.2
CAS shall endeavour wherever possible to comply with completion dates, even where these are not binding. Nevertheless, should the extent of the works increase in comparison with the original order, the delivery deadline shall be extended accordingly. CAS shall in any case not be responsible for delivery delays by third party suppliers or vendors.

5.3
Where delivery deadlines have been accepted in writing by CAS as binding, in the event of noncompliance with the same CAS shall be obliged to compensate the Customer for loss or damage resulting from the said non-compliance only where CAS or its agents or partners have negligently failed to comply with the deadline. CAS shall under no obligation be liable to make compensation in cases in which CAS has been unable to comply with the completion date as a result of force majeure, non-arrival of supplies, non-issuance of official approvals, documents, data or similar. In the event of appreciable delay the Customer shall be notified in writing.

5.4
All deliveries shall be made ex works of the respective contracting CAS entity in accordance with the Incoterms valid at the time of contract conclusion.

6. Acceptance

6.1
All relevant services of a work order by the Customer shall be subject to an acceptance by him. Such an acceptance shall not be unreasonably withheld. The Customer or his authorised representative shall have twenty-four hours upon notification by CAS of the completion of the services to perform such an acceptance and inspect any relevant final invoice. If no such inspection takes place within the 24-hour period, customer is deemed to have accepted all works and services performed. Should the Customer wish for an acceptance flight to be performed, he is deemed to have technically accepted the aircraft to be fit for such acceptance flight. All costs and risks arising from such an acceptance flight shall be borne by the Customer. CAS's staff shall merely serve as observers on such acceptance flights, but not as relevant crew members and shall be listed on the general declaration of such flight for insurance purposes.

6.2
The subject of the order shall be regarded as accepted upon handover and receipt without objection or complaint. The handover shall in principle take place either at CAS's facilities or at a hangar or suitable works so designated.

6.3 Should the Customer desire delivery of the subject of the order, this shall take place on the Customer's account and at the Customer's risk.

6.4
Should the Customer default in accepting the subject of the order, CAS may charge the usual parking and storage fees. Any necessary insurance cover arranged in the Customer's interest shall be at the Customer's expense. The Customer shall be deemed to be in default of acceptance if the Customer does not within one week following notification of completion or the issuance of an interim or final invoice collect the subject of the order and settle the invoice.

6.5
Any discrepancies discovered by an acceptance inspection or flight, which may be attributable to CAS or its agents or partners, shall be rectified by CAS at no extra cost. Any other discrepancies or malfunctions shall be treated as over-and-above-work and shall be carried out and charged upon agreement with the Customer.

6.6
Should the Customer default on acceptance, CAS shall have no liability for loss or damage of whatever kind, including such as may occur due to its own negligence or the negligence of its partners or agents.

7. Guarantee

7.1
Following acceptance of the subject of the order, all guarantee claims shall be excluded in respect of both evident and concealed defects. Likewise, no guarantee can be given on any spare parts, whether supplied by CAS, the customer nor any other agent or third party.

7.2
Insofar as a guarantee shall be expressly recognised by CAS and moreover to the extent that any guarantee shall be contemplated, Figure 7.1 notwithstanding, the following shall apply.

7.3
Likewise in respect of 7.2, guarantee cover shall be expressly and in all cases excluded where defect reports have not been received by CAS after 10 flying hours, but within a maximum of five calendar days following acceptance.

7.4
The guarantee obligation shall likewise lapse if defects are not reported to CAS forthwith following detection, with a precise written description.

7.5
Furthermore, the guarantee obligation shall lapse in the event that the works or items which are the subject of the claim have meanwhile been modified or repaired by another works, on the Customer's own account or on account of a third party.

7.6
The guarantee shall be limited to an obligation to eliminate the defect at CAS's facilities only. No more extensive guarantee shall apply, nor any obligation to make compensation.

7.7
Guarantees in respect of parts and equipment can be accepted only insofar as they comply with the terms and conditions of the respective suppliers. Any guarantee or warranty benefits granted by suppliers will be passed on to the Customer without mark-up. However, the transport risk, the costs thereof and the costs of installation and dismantling as well as processing shall be borne by the Customer.

7.8
A guarantee in respect of temporary repairs carried out at the request of the Customer and in respect of third-party performances is in all cases excluded.

8. Right of retention and lien

8.1
In consequence of CAS's claims arising from a Customer order for purchases, works or other services, CAS has a right of retention in respect of all performances, also a contractual right of lien over property which has come into CAS's possession as a result of the order. The right of retention and the contractual right of lien may also be asserted in respect of claims arising from previous performances or other claims. It is likewise agreed that a right of retention and a contractual right of lien shall exist in the event that other items which are the property of the Customer are brought to CAS at a later time whilst claims arising from the business relationship are still outstanding.

8.2
Should CAS make use of its right to dispose of property over which it has a lien, a written notification sent to the last known address of the Customer shall be regarded as sufficient warning of the impending sale. Furthermore, CAS shall be entitled to freely sell the property in its possession at any time and at any place deemed by CAS to be suitable either on one occasion or gradually to its satisfaction, without the need to acquire executable title, to observe the regulations governing execution or to comply with a period of notice. There shall be no requirement to give prior warning.

9. Reservation of title

9.1
CAS reserves title to all goods supplied and to such new products as may be created through the processing of the supplied goods until such time as the monies due for said goods are paid in full and any open balance on the Customer's account resulting from the transaction has been settled.

9.2
Should the property of CAS through combination, amalgamation or processing have been joined with other items, CAS shall become co-owner of the said other items with which it has been joined in the ratio of the respective values.

9.3
The Customer may dispose of the goods supplied and the items created through the processing thereof only by way of a due and proper business transaction. The Customer hereby assigns to CAS as security all claims accruing from the said disposal or on other legal grounds. The Customer shall be entitled to collect the assigned receivables provided that all payment obligations due are fulfilled in accordance with an agreement, contract or work order.

9.4
Should 9.3 not be the case or not apply, CAS shall be entitled to advise the third-party purchaser of the assignment and to its title to collect the receivables. Likewise, CAS must be notified immediately of any attachments by third parties of goods to which title is reserved or of assigned claims. As soon as and to the extent that claims due to CAS are payable, the Customer must remit the sums collected in respect of the claims assigned to CAS. Insofar as the Customer fails to fulfil this obligation, the sums collected shall nevertheless be due to CAS and must be kept separately.

9.5
Unless otherwise agreed at the time of order, parts which have been replaced shall become the property of CAS.

10. Liability

10.1
CAS shall be liable for losses arising from injury to life, limb or health if these are based on an intentional or negligent breach of duty – also by a legal representative or vicarious agent – as well as losses covered by the Product Liability Act (ProdHaftG).

10.2
CAS shall only be liable for other losses if such losses were caused by an intentional or grossly negligent breach of an obligation, also by a legal representative or vicarious agent.
This limitation of liability shall not apply in the event of a breach of a material contractual obligation. Material contractual obligations are such obligations upon whose fulfilment the Agreement is predicated and upon which the Customer may ordinarily rely.

10.3
Liability for financial loss and property damage shall be limited to the amount of the typical foreseeable loss in the event of a negligent breach of material contractual obligations by CAS and/or its vicarious agents pursuant to Section 10.3.

11. Force Majeure

11.1
In cases of force majeure, the affected contracting party shall be released from their performance obligation for the duration of force majeure and to the extent of its effects. Force majeure is any event beyond the control of the respective contracting party that cannot be averted even by exercising the utmost rea-sonable care and which prevents the respective contracting party from fulfilling some or all of its obligations, including but not limited to fire damage, floods, epidemics or pandemics, strikes and lawful lock-outs as well as operational disruptions or official decrees for which the contracting party is not responsible.

11.2
The affected contracting party shall notify the other contracting party of the both the occurrence and cessation of the force majeure without delay and shall, to the best of its ability, endeavour to remedy the force majeure and to limit its effects as far as possible.

11.3
Where an incident of force majeure occurs, the contracting parties shall agree on which action to take going forward and determine whether, upon cessation of the force majeure, the services not performed during this period shall then be provided. Notwithstanding the above, CAS shall be entitled to withdraw from the affected performance agreements (e.g. orders) if the force majeure significantly impairs or renders impossible the delivery or service and the hindrance is more than just temporary. In the event that the hindrances are temporary, the delivery or performance periods shall be extended, i.e. the delivery or performance deadlines postponed, for the duration of the hindrance plus a reasonable lead time. Customer may withdraw from the Agreement by giving immediate written notice to CAS if the Customer cannot be reasonably expected to accept the delivery or service due to the delay. The right of each contracting party to terminate the Agreement for good cause in the event of prolonged force majeure shall remain unaffected.

12. Insurance

12.1
CAS does not insure, or only partially insure, the property handed over by the Customer. The insurance risk in respect of the property which is the subject of the order is borne by the Customer.

12.2
Where items which are the subject of an order are insured by CAS and a claim arises, possible costs incurred by CAS shall be satisfied first out of the insurance proceeds, and thereafter those incurred by the Customer.

12.3
Unless correspondingly agreed in writing, CAS is under no obligation to arrange insurance cover for loss or damage of any kind in respect of the entrusted property.

12.4
The Customer shall, in order to secure any claims for damages by CAS, take out and provide evidence of third-party liability insurance in an adequate amount covering all services as itemised for the term of the Agreement and beyond the limitation period for defects.

13. Non-Disclosure

13.1
Each contracting party (hereinafter "the Receiving Contracting Party") undertakes to treat confidential information of the other contracting party (hereinafter "the Disclosing Contracting Party") as defined below as strictly confidential, to use it only for the intended purpose and to refrain from making it available, for any purposes whatsoever, to third parties, disclosing it to third parties or granting access to third parties unless it has obtained prior written consent from Disclosing Contracting Party.

13.2
The non-disclosure obligation under this Section 13 extends to all financial, technical, economic, legal, tax, business, personnel or management information transferred to the receiving contracting party by the Disclosing Contracting Party in connection with the business relationship in writing or orally, made available in any other way and/or taken note of by the Receiving Contracting Party, including but not limited to all samples, drawings, drafts, concepts, know-how, calculations and analyses, processes, inventions, marketing data, products and services, tender documents, hardware and software, business plans and reports, including accounting documents and other financial information, personnel matters, digitally embodied information (data) and data collections as well as other business and trade secrets, irrespective of (i) the medium on which the Confidential Information is embodied, (ii) whether it is marked 'confidential' or 'secret', (iii) whether it has a particular economic value from the perspective of the Disclosing Contracting Party, or (iv) whether other technical or organizational measures are implemented by the Disclosing Contracting Party in order to safeguard confidentiality ('Confidential Information').

13.3
The confidentiality requirement hereunder shall not apply to Confidential Information

a) of which the Receiving contracting party demonstrably became aware from other sources prior to notification by the Disclosing Contracting Party; or
b) was subsequently communicated to the Receiving Contracting Party by a third party without breaching any confidentiality requirement; or
c) is or becomes general knowledge without any breach of this Section 13; or
d) was developed by the Receiving Contracting Party at the effective date of this Agreement or is developed by it later on, ir-respective of its disclosure by the Disclosing Contracting Party.

13.4
The Receiving Contracting Party shall be entitled to disclose Confidential Information if such disclosure is required pursuant to an order or instruction issued by a competent court, a competent authority or for compliance with a mandatory statutory provision. During disclosure, the Receiving Contracting Party shall make clear that the information concerned contains business secrets of the Disclosing Contracting Party.

13.5
All tangible embodiments of information material and records of Confidential Information shall be securely stored, including reasonable and modern electronic security measures, to prevent unauthorized access. Any reproductions must contain the same confidentiality notices as the original documents.

13.6
The Receiving Contracting Party shall only make Confidential Information accessible to those of its board members, employees and consultants and any other third parties working on its behalf who absolutely require this Confidential Information ("need-to-know" principle) and are obliged to maintain appropriate confidentiality. The Receiving Contracting Party will carefully monitor compliance with this non-disclosure obligation and make sure that exclusively secure information transfer and communication channels are used for the disclosure of Confidential Information.

13.7
The Receiving Contracting Party Partner is prohibited from obtaining Confidential Information by means of reverse engineering.

13.8
The rights to the Confidential Information remain with the Disclosing Contracting Party, unless otherwise contractually specified. Any provision of Confidential Information by the Disclosing Contracting Part cannot be interpreted as the extension or transfer of any rights whatsoever.

13.9
The Receiving Contracting Party shall notify the Disclosing Contracting Party in writing and without delay if it becomes aware that unauthorized third parties have obtained Confidential Information or circumstances indicating a risk that they may obtain such information.

13.10
Upon termination of the contractual relationship and in any case upon instruction by the Disclosing Contracting Part, the Receiving Contracting Party shall hand over to the Disclosing Contracting Party all Confidential Information it has received and all records made concerning Confidential Information or, if this is not possible, destroy them and provide the Disclosing Contracting Party with proof of destruction without delay. This does not apply to copies that must be kept on record for

compliance with mandatory statutory retention obligations, official or court orders or for reasons relating to technical safeguards (e.g. backups). There is no right to retain Confidential Information, irrespective of the legal grounds.

13.11
The non-disclosure obligation pursuant to this Section 13 shall survive the completion of each order by a period of five (5) years.

13.12
The statutory non-disclosure obligations, in particular Section 23 German Act on the Protection of Business Secrets (GeschGehG), remain unaffected.

14. Compliance
14.1
The Customer makes the representations and warranties set out below which are true on the date the Agreement is concluded and throughout the entire term of the Agreement (independent guarantee):

a) The Customer and its employees, co-partners, auxiliary persons or other third parties acting (directly or indirectly) in connection with the performance of this Agreement shall comply with all laws that apply to the Customer or to CAS in connection with the contractual relationship, including any anti-corruption, competition and antitrust laws.

b) Neither the Customer nor any of its employees, co-partners, auxiliary persons or any other third party acting (directly or indirectly) on behalf of the Customer are the subject of government investigations or lawsuits for alleged non-compliance with criminal or antitrust provisions which might impair proper performance of the contractual relationship.

c) Neither the Customer nor any of its employees, co-partners, auxiliary persons or any third parties acting (directly or indirectly) on behalf of the Customer shall offer or accept any benefits in connection with the contractual relationship if doing so may be construed as an inappropriate attempt to influence a person, corporation or organization.

14.2
The Customer undertakes to notify CAS without delay if the information set out in this section becomes incorrect or incomplete due to a change in factual circumstances during the term of the contractual relationship.

15. Final Provisions, Jurisdiction, and Governing Law
15.1 CAS is entitled to amend these General Terms and Conditions (GTC) at any time. The version published on CAS's website (www.aerovisto.ch) at the time of contract conclusion shall be legally binding.

If any provision of these GTC is or becomes invalid, the validity of the remaining provisions shall not be affected.

15.2 All legal relations between CAS and the Customer are subject to the law of Germany.

The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of law rules referring to foreign jurisdictions shall not apply.

15.3 If versions of these GTC are created in languages other than English, only the English version shall be legally binding for CAS and the Customer.

15.4 Any side agreements, amendments, or additions must be made in writing to be valid. This also applies to any waiver of the written form requirement. E-mail and fax do not meet the requirement for written form.

15.5 The exclusive place of jurisdiction shall be the courts of Nürnberg.

However, CAS reserves the right to take legal action against the customer at the competent court at the customer's registered office or any other competent court.

Mandatory statutory provisions remain unaffected.

Schnaittach, 01.11.2026