

GENERAL SALES CONDITIONS

1. GENERAL PROVISIONS

All orders made with Aviatec imply express, unreserved adherence to these General Sales Conditions (hereafter the "General Conditions") and to Aviatec pricing conditions in force, which form an integral part of these General Conditions.

These General Sales Conditions take precedence over and replace all general purchasing conditions and other documents issued by the customer. These documents will only be deemed accepted in the event of written agreement by Aviatec.

Any change to these General Conditions is to be immediately applicable, even to current orders, from the time of their notification to the customer.

These General Conditions do not imply any licence authorisation to the customer relating to trademarks or other distinctive marks affixed to the ordered goods. The customer undertakes not to use any trademark or logo owned by Aviatec without its prior agreement.

In the event of contradiction between the French language version and that in English of these General Conditions, the French language version shall take precedence.

2. ORDERS/ PRICING CONDITIONS

- 2.1. Orders are firm and final. No cancellation of an order whether in full or in part by Aviatec customers may be effective without prior written agreement by Aviatec. In this event, and without prejudice to the obligation to pay the balance of the price and the specifications of clause 4, paragraph 3 below, payments made on account will accrue to Aviatec unless it is demonstrated that cancellation results solely because of Aviatec.
- 2.2. The minimum order is €250 net of VAT and transport; where the order is less than the minimum order then administrative expenses will be added.
- 2.3. Prices and estimates are provided solely as an indication. Aviatec reserves the right to change them without notice at any time up until acceptance of the order.
- 2.4. New pricing conditions are applicable immediately. They will be provided upon the customer's request from the Aviatec commercial department.
- 2.5. Pricing conditions applicable include the cost of standard packaging in compliance with regulations, the characteristics of which the customer is aware. Any request for special packaging, in particular relating to dangerous or fragile products shall be submitted in writing to Aviatec and will be the subject of additional invoicing.

3. INVOICING

Aviatec will draw up an invoice in compliance with French law in force and with the sales transaction. All duties, taxes and contributions that may be due will be invoiced at the price then in force.

4. PAYMENT CONDITIONS:

4.1. Time limits and methods of settlement:

Payments shall be sent to the address shown at the top of the invoice or to the establishment designated previously by AVIATEC, at the latest 30 calendar days from the invoice date, in the absence of any other mention on the invoice.

Any dispute in relation to invoicing shall be made within ten (10) days of receipt of the invoice in order to enable it to be dealt with before due date for payment. The undisputed part of the invoice will be settled on due date by the customer.

4.2. There will be no reduction in price for early payment.

4.3. Penalties for failure to pay or late payment:

Late payment or failure to pay the invoice on due date whether in full or in part will result, from that date in:

- All outstanding sums falling due whatever the methods and time limits for settlement initially provided; and
- The calculation of late payment penalties at a rate of one and a half times the legal interest rate; and
- Authorising the vendors to postpone current and new deliveries and work;

Without prejudice to damages and interest and any other action or legal recourse open to Aviatec.

5. DISCOUNTS, REBATES, REDUCTIONS

5.1. The customer may receive attached rebates, discounts and reductions on the basis of quantities ordered by the customer once or over the course of its orders

5.2. Any failure to pay or absence of payment on due date, any set-off, unilateral deduction by the customer and more generally any failure to pay will result, for the customer, immediately and by right without prior notice in the loss of any rebate, discount, reduction, advantage or benefit granted but not yet paid by Aviatec.

6. DELIVERY

6.1. Goods are to be delivered to the delivery address shown on the order. Where, at the delivery address, the customer or its representative gives instructions to Aviatec to carry goods to a place indicated on its property, this journey will be made under the customer's surveillance and liability and at its cost where it results in additional cost or significant delay for Aviatec.

6.2. Delivery of goods may be made to any other place designated by the customer subject to receiving reasonable notice, in good time, which will not be less than five (5) calendar days. This new delivery will be at the exclusive cost of customer.

6.3. Time limits for delivery are only provided as indicative; there are to be complied with in so far as it is possible but do not, however constitute a formal obligation for

Aviatec. Late delivery may not result in the cancellation of the contract or give rise to any damages or interest.

7. TRANSPORT AND PACKAGING

- 7.1. In the absence of precise instructions from the purchaser, we shall choose for it the method of shipment that appears the most appropriate.
- 7.2. Carriage costs, including express carriage, are payable by the purchaser.
- 7.3. Special packaging including packaging for dangerous goods will be invoiced in addition.

8. TRANSFER OF TITLE AND LIABILITY

- 8.1. Transfer of title: Aviatec retains the title to goods sold until effective payment of the total price of the goods and their incidentals. Cheques, letters of credit and any other means of payment will only be valid as payment upon their effective date of banking. Delays in due date that might be granted will be subject to the same reservation of title.

Consequently, where there is failure to pay one instalment on due date, subject to the specifications of clause 14 below, Aviatec may, after five calendar days following first presentation of notice by registered letter with signature upon acceptance has being without effective response, whether wholly or in part, demand immediate handing back of unpaid goods. Handing back goods will be at the customer's cost, liability and risk.

This clause having been drawn up for the exclusive interests of the seller, it may not in any event or for any reason whatsoever be claimed by the customer as reason to refuse payment for goods. From the time of the transfer of liability to the customer, it shall, throughout the term of the reservation of title insure the goods at its own cost on behalf of Aviatec and provide proof upon request by it.

The parties agree that products in stock with the customer will be deemed to relate to unsettled Aviatec invoices.

At all events, Aviatec reserves the right to claim goods from any subsequent purchaser.

Moreover in the event of resale, claims may be made on the price for the goods or any corresponding debt, even from any holder or transferee.

- 8.2. Transfer of liability: The transfer of liability relating to the goods takes place from the time of loading or sending from Aviatec warehouses.

In particular, consequently, goods travel at the customer's liability and risk even where goods are sold FOB. It is the customer's liability, in the event of damage or deterioration to products, to losses or missing products to make all claims and to exercise all recourse with the transporters which are liable.

9. CLAIMS

- 9.1. All claims are to be sent by fax to the Aviatec commercial administration department.

- 9.2. Claims relating to quantities, weights and volumes delivered are to be received immediately after receipt of the goods, all other claims shall arrive within three days of delivery and before any use or resale of the goods.
- 9.3. In the absence of a claim expressly issued by the customer in compliance with the paragraphs above, delivered goods will be deemed to comply both in quality and quantity, with the order.
- 9.4. Claims do not suspend the obligation to pay. Where a claim has been deemed justified, Aviatec shall, at its choice, provide a reasonable discount, take back the goods or make a new delivery at its own cost. Aviatec will not in any circumstances be bound to make good beyond the invoice price for the goods concerned.

10. TERMINATION

- 10.1. The contract may be terminated by rights and without formality by Aviatec in the event of failure to pay or the absence of payment on due date, of set-off or unilateral deduction by the customer or in the event of non-execution by the customer of any whatsoever of the terms of these General Conditions, not fully made good within a time limit of fifteen (15) calendar days following the date of first presentation to the customer of notice to execute. This termination will be notified to the customer by letter or by fax.
This termination will result not only in termination of the sale but also all other customer orders whether delivered or being delivered.
- 10.2. In the event of termination of the contract because of customer fault, fixed-rate compensation of 20% may be claimed by Aviatec without prejudice to any additional damages and interest.

11. FAILURE TO PAY ON DUE DATE- SET-OFF

As orders are deemed to be indivisible, failure to accept, default in or absence of payment on due date of any payment order or negotiable instrument, any unilateral set-off or deduction by the customer and more generally, any failure to pay or any event such as to demonstrate a loss in apparent customer solvency, shall also authorise Aviatec, by right, and without prior notice to claim against this failure for all of the consented terms, due or due in the future to set off up to the debt due to Aviatec for principal and interest, costs and incidentals, any credit notes, credits, repayments, discounts and rebates and reductions and more generally any sum which Aviatec may owe for any reason, in order to retake possession of goods in stock at the customer's premises, by right, under the terms and conditions provided for in clause 8.1 above.

12. WARRANTIES AND LIABILITY

- 12.1. The customer is deemed to acquire products at its risk and liability, Aviatec not being liable for any defect which might affect the said products, nor the adverse consequences that might result from such defect.
- 12.2. The customer is exclusively liable for the use of the product purchased and consequently warrants Aviatec against any claim or action to establish title whether legally or amicably, resulting in both damage caused to property and to persons as a result of using the said products sold by Aviatec.

- 12.3. Aviatec shall not be liable for damage, whether direct or indirect relating to use of the products. Moreover, Aviatec will not be liable for any changes made to the products which have not been provided for or specified by Aviatec or the manufacturer or their use in any circumstances whatsoever or in relation with any other product whatsoever.
- 12.4. Aviatec will not be liable in the event that products sold are transported or stored under abnormal conditions or under conditions that are not compatible with their type.
- 12.5. At all events, where Aviatec is claimed to be liable because of the sale of the products, this liability may not exceed the price paid by the customer for the order relating to the product(s) in question
- 12.6. The customer undertakes to notify Aviatec immediately, in writing of any problem encountered in using the products.

13. FORCE MAJEURE

Aviatec Obligations will be suspended, by right and without formality and it will be released from its liability upon the occurrence of events which are outside of its reasonable control liable to stop or to reduce manufacture, supply or transport of goods or be an impediment to normal execution of the sale, even where these events do not present the characteristics of an event of force majeure within the meaning of the Civil code.

14. SUBSTITUTION

At all events, Aviatec is substituted in relation to its customers' rights in relation to any sum or compensation which may be due to them for any reason whatsoever in particular for insurance up to the outstanding price of the goods.

15. JOINT AND SEVERAL LIABILITY

In the event that there is more than one party involved, it is expressly agreed that the receiving party and the customer, as designated on the reverse of invoices and any other intermediary will be joint and severally liable for payment of goods ordered without the right to claim execution against the principal debtor before the creditor levies execution on the surety and the right of the surety to limit liability subject to its assuming the share of any surety who becomes insolvent.

ANY LITIGATION OR DISPUTE RELATING TO THE SALE OF AVIATEC GOODS AND IN PARTICULAR THE APPLICATION AND INTERPRETATION OF THESE GENERAL CONDITIONS WILL BE REFERRED TO THE JURISDICTION OF THE PONTOISE COMMERCIAL COURT DECIDING UNDER FRENCH LAW, EVEN IN THE EVENT OF THIRD-PARTY APPEALS OR THERE BEING MORE THAN ONE DEFENDANT.