

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY Bossard Aerospace Switzerland AG

1. Scope of application

Sales and deliveries of Bossard Aerospace Switzerland AG shall be made exclusively in accordance with the following General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC"), which the customer acknowledges by placing the order or accepting the delivery. They shall also apply to all future transactions with the customer. The validity of deviating and supplementary terms and conditions of the customer is excluded, even if Bossard Aerospace Switzerland AG does not expressly object to them.

2. Conclusion of contract

The offers of Bossard Aerospace Switzerland AG are subject to change. A contract is only concluded through the written order confirmation of Bossard Aerospace Switzerland AG and is exclusively based on the content of the order confirmation and these GTC. Verbal agreements or promises requires written confirmation by Bossard Aerospace Switzerland AG to be effective. Bossard Aerospace Switzerland AG reserves all rights to the sales documents (illustrations, drawings, weight, and dimension specifications) and the samples. These may not be made accessible to third parties and must be returned to Bossard Aerospace Switzerland AG immediately upon request.

3. Prices

The prices which Bossard Aerospace Switzerland AG delivers the products to the customer shall be agreed by the parties. If the agreed delivery date is more than four months after the conclusion of the contract and if unforeseeable cost increases regarding on the products have occurred at Bossard Aerospace Switzerland AG after the conclusion of the contract, Bossard Aerospace Switzerland AG shall be entitled at its reasonable discretion to increase the agreed prices accordingly. The price increase may consider increased wage, raw material, storage, energy and freight costs and public charges. Bossard Aerospace Switzerland AG will prove the cost increase to the customer upon request. In the event of a price increase of more than 5 %, the purchaser shall be entitled to withdraw from the contract in writing immediately after receipt of the declaration of the price increase.

The costs for a manufacturer's certificate are calculated per manufacturer's lot in the order and delivery case and amount to 25.00 in the respective sales currency per manufacturer's certificate. These are shown together with the packaging costs.

Pursuant to this provision, the customer is entitled to request changes within reasonable limits regarding the design, the agreed specifications of the products or the delivery times. The parties agree that any such changes requested by the customer, including any changes in the scope of the order, may result in price adjustments which shall be fairly negotiated by the parties. If the parties cannot agree on a price adjustment, Bossard Aerospace Switzerland AG is not obliged to comply with the customer's request for change. All agreed prices are exclusive of the respective statutory value added tax and other taxes and duties.

4. Delivery and transfer of risk

Unless otherwise agreed, Bossard Aerospace Switzerland AG shall deliver the products according to the Incoterms® 2020 "FCA Steinhauserstrasse 70, in Zug 6301 Switzerland". Delivery dates and delivery periods are only binding if they have been confirmed in writing by Bossard Aerospace Switzerland AG and the customer has provided Bossard Aerospace Switzerland AG with all information and documents required for the execution of the delivery in due time and has paid any agreed down payments as agreed. Agreed deadlines begin with the date of the order confirmation. In the case of additional or extension orders placed at a later date, the deadlines shall be extended accordingly. If Bossard Aerospace Switzerland AG's deliveries are delayed, the customer shall only be entitled to withdraw from the contract if Bossard Aerospace Switzerland AG is responsible for the delay and a reasonable deadline set by the customer for delivery has expired without success. If the customer is in default of acceptance or violates other obligations to cooperate, Bossard Aerospace Switzerland AG shall be entitled, without prejudice to its other rights, to store the products appropriately at the risk and expense of the customer or to withdraw from the contract. Bossard Aerospace Switzerland AG may make partial deliveries for justified reasons.

5. Payment modalities

Bossard Aerospace Switzerland AG will send invoices or other forms of request for payment (e.g., electronic billing) to the customer. Unless agreed otherwise, invoices are payable without deductions within 30 days of the invoice date by bank wire transfer. In the event of default in payment, interest on arrears shall be due at a rate of 8% above the base rate. The assertion of further damage caused by delay remains unaffected. Should Bossard Aerospace Switzerland AG have justified indications of a lack of ability to pay on the part of the customer, Bossard Aerospace Switzerland AG shall be entitled (a) to demand payment in advance or (b) to stipulate other terms of payment than those already agreed and/or (c) to demand a security deposit. If the advance payments or securities have not been provided even after the expiry of a reasonable grace period or if the customer does not agree to the changed terms of payment, Bossard Aerospace Switzerland AG may, without prejudice to its further rights, withdraw from individual or all affected contracts in each case in whole or in part.

6. Offsetting and retention

The customer is only entitled to set-off if its counterclaim is undisputed or has been legally established. The customer is only entitled to assert a right of retention insofar as its counterclaim is based on the same contract or is undisputed or legally established.

7. Liability for defects

Bossard Aerospace Switzerland AG warrants that the products comply with the agreed product description and specifications and are free from defects at the time of transfer of risk. The quality of the products shall be determined exclusively in accordance with the specific agreements made in writing between the parties regarding the properties, features and performance characteristics of the products. Rights of the customer due to defects of the products require that the customer inspects the products immediately after receipt and informs Bossard Aerospace Switzerland AG immediately in writing about the existence of the defects. Hidden defects must be reported to Bossard Aerospace Switzerland AG in writing immediately after their discovery. Bossard Aerospace Switzerland AG shall remedy defects in the products at its own discretion (i) by remedying the defects free of charge for the customer or (ii) by delivering products free of defects free of charge for the customer (together 'subsequent performance'). In the event of any notice of defect, Bossard Aerospace Switzerland AG shall be entitled to inspect and test the products complained about. Upon Bossard Aerospace Switzerland AG's request, the customer shall return the defective products to Bossard Aerospace Switzerland AG at Bossard Aerospace Switzerland AG's expense. The customer shall grant Bossard Aerospace Switzerland AG the reasonable time and opportunity necessary for subsequent performance. If the supplementary performance fails, is unreasonable for the customer or if Bossard Aerospace Switzerland AG has refused it, the customer may, at its option, withdraw from the contract or reduce the purchase price and/or claim damages in accordance with clause 8 or reimbursement of its expenses in accordance with the statutory provisions. Parts replaced by Bossard Aerospace Switzerland AG shall be returned to Bossard Aerospace Switzerland AG at its request. The customer's rights in the event of defects shall not apply if the defects occur for reasons for which the customer is responsible, e.g., due to improper use, incorrect handling, or incorrect assembly and/or installation of the products by the customer. The limitation period for the customer's rights due to defects is twenty-four months from the delivery of the products.

8. Liability

The obligation of Bossard Aerospace Switzerland AG to pay damages is limited as follows:

For the breach of essential contractual obligations, Bossard Aerospace Switzerland AG's liability is limited to the amount of the damage typically foreseeable at the time of the conclusion of the contract. Bossard Aerospace Switzerland AG shall not be liable for the breach of non-essential contractual obligations.

The afore mentioned limitation of liability shall not apply to liability under the Product Liability Act, in the event of damage caused by intention or gross negligence and regard to culpably caused bodily injury.

Neither party nor its affiliates or their respective employees, officers, directors or members shall be liable to the other party, its affiliates or their respective employees, officers, directors or members in contract, tort (including negligence and strict liability), warranty or otherwise for consequential, indirect or punitive damages, fines, incidental or punitive losses or damages, or for special damages or losses, including, without limitation, loss of use, loss of production facilities, loss of opportunity or anticipated profits, damage to goodwill or reputation, and punitive or speculative damages.

9. Responsibilities for recalls

During the course of a recall or other service campaign initiated by the customer to remedy defects for which Bossard Aerospace Switzerland AG is responsible, Bossard Aerospace Switzerland AG will deliver products necessary for the campaign to the customer at Bossard Aerospace Switzerland AG's expense. If Bossard Aerospace Switzerland AG is responsible for the campaign, Bossard Aerospace Switzerland AG will indemnify the customer for all reasonable costs incurred in connection with installation and removal actions necessary to remedy the defect. If the recall or service campaign is used to remedy various defects which are not the sole responsibility of Bossard Aerospace Switzerland AG, Bossard Aerospace Switzerland AG is obliged to reimburse the customer for the costs incurred proportionately to the remedy of the defect attributable to Bossard Aerospace Switzerland AG.

10. Indemnification

The customer shall indemnify Bossard Aerospace Switzerland AG from any liability, damages, claims, suits, and costs arising out of or in connection with the customer's specified subcontractor, design of the products, packaging design or the shipping containers selected or specified by the customer in which the products are shipped. If the customer sells the products, it shall indemnify Bossard Aerospace Switzerland AG internally against product liability claims of third parties, insofar as the customer is responsible for the defect giving rise to the liability.

11. Force majeure

Unforeseeable, unavoidable events beyond the control of Bossard Aerospace Switzerland AG and for which Bossard Aerospace Switzerland AG is not responsible, such as force majeure, war, natural disasters, industrial disputes, official orders or lack of transport facilities, release Bossard Aerospace Switzerland AG for their duration from the obligation to deliver or perform on time. Agreed deadlines shall be extended by the duration of the disruption. The customer shall be informed of the occurrence of the disruption in an appropriate manner. If the end of the disruption is not foreseeable or if it lasts longer than two months, either party is entitled to withdraw from the contract.

12. Retention of title

The delivered products remain the property of Bossard Aerospace Switzerland AG until full payment of all claims.

In the case of a current account, the reserved property shall apply as security for the balance claim to which Bossard Aerospace Switzerland AG is entitled. The customer is only permitted to sell the products subject to the retention of title ("Retained Products") in the ordinary course of business. The customer is not entitled to pledge the products subject to the retention of title, to assign them by way of security or to make any other dispositions endangering the ownership of Bossard Aerospace Switzerland AG. The customer already assigns the claim from the resale to Bossard Aerospace Switzerland AG now. Bossard Aerospace Switzerland AG already accepts this assignment now.

If the customer sells the products subject to the retention of title after processing or transformation or after combination with other goods or together with other goods, the assignment of claims shall be deemed agreed only to the extent of the part corresponding to the price agreed between Bossard Aerospace Switzerland AG and the customer plus a safety margin of 10 % of this price.

The customer is revocably authorised to collect the claims assigned to Bossard Aerospace Switzerland AG in trust for Bossard Aerospace Switzerland AG in its own name. Bossard Aerospace Switzerland AG may revoke this authorisation as well as the right to resell if the customer is in default with material obligations such as payment to Bossard Aerospace Switzerland AG. In case of a revocation, Bossard Aerospace Switzerland AG is entitled to collect the claim itself.

13. Export control

For all goods delivered by Bossard Aerospace Switzerland AG under this agreement, any required export permits are given regarding to the respective country of destination. Modifications with respect to the country of destination may be prohibited or may require an appropriate authorisation for export under the applicable export control regulations. The customer is liable for any change of the country of destination and is responsible for obtaining the relevant permits and will indemnify Bossard Aerospace Switzerland AG against all claims in connection with the change of the country of destination.

14. Applicable law

Swiss law shall apply. The conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods are excluded. The exclusive place of jurisdiction is 6301 Zug, Switzerland.

15. Severability clause

Amendments and supplements to the contract and these GTC as well as ancillary agreements must be made in writing. Should individually provisions of the GTC be or become void and/or ineffective in whole or in part, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The valid and/or invalid provisions shall be replaced by such provisions that come as close as possible in economic terms to the sense and purpose of the invalid and/or ineffective provisions in a legally effective manner. The same applies if the GTC are incomplete.

16. Binding original text

In the event of differences between the German version and a version in any other language of the General Terms and Conditions of Business, the original German-language text shall apply in all cases.