

Musfeld Aircotech AG, CH- 4020 Basel

General delivery- and term conditions

1. Scope and definitions

The following General Terms and Conditions of Delivery and Business ("GTC") apply to all business transactions between Musfeld Aircotech AG ("Aircotech") and its respective customers ("Purchaser").

2. Elements of the contract and order of priority

Unless otherwise agreed, the contract between Aircotech and the purchaser has the following contractual components

- a) the order confirmation from Aircotech;
- b) the offer from Aircotech;
- c) the present general terms and conditions;
- d) the OR and/or ZGB;
- e) the acceptance of the offer by the purchaser;
- f) the order of the purchaser.

In the event of contradictions, the above order of precedence shall apply (lit. a before lit. b, lit. b before lit. c, etc.).

The terms and conditions of business and purchase of the Purchaser are hereby rejected. They do not become part of the contract, even if they are included in the acceptance and/or the order of the Purchaser and Aircotech performs the services to the Purchaser without reservation despite knowledge of these Terms and Conditions of Business and Purchase.

Aircotech has the right to withdraw from the contract if the purchaser objects to these terms and conditions. In this case, claims on the part of the purchaser are excluded.

3. Terms of use for individual products, specific standards and regulations

Aircotech has established special conditions for individual products, which apply in addition to the general terms and conditions. In case of any contradiction to the GTC, these special conditions take precedence.

4. Brochures, catalogues, price lists, documentation

Brochures, catalogues and price lists are not binding unless otherwise agreed. Aircotech reserves the right to change especially price lists without prior notice and with immediate effect.

Deviations in the documentation, especially in descriptions and illustrations, are due to technical progress and therefore permissible.

5. Offer, price, currency

Unless otherwise agreed, Aircotech's offer remains valid for three months from the date of issue. Prices are subject to change in the event of a change in the scope or execution of a delivery, which is the responsibility of the purchaser or is the result of additional or reduced performance agreed between the parties.

Any deductions in the offer (rebates, discounts, etc.) or in the order confirmation are only valid for supplements if Aircotech has explicitly guaranteed this in writing.

All costs, insurances, duties, fees and taxes related to the transport are based on Incoterms 2020, EXW Musfeld Aircotech AG Basel/Switzerland. The costs for installation, commissioning, training and application support are at the expense of the purchaser.

Unless otherwise agreed, prices are quoted in Swiss francs excluding value added tax.

6. Delivery

Unless otherwise agreed, delivery will be made according to Incoterms 2020, EXW Musfeld Aircotech AG Basel/Switzerland.

The scope and execution of the delivery shall be governed by the agreed services according to the order confirmation. The order confirmation shall be deemed accepted if the purchaser does not object in writing within 7 days of receipt of the order confirmation.

Aircotech is entitled to make partial deliveries.

We reserve the right to make changes compared to the order confirmation, provided that the equipment fulfils at least the same functions. Aircotech is not obliged to make such changes to equipment already delivered, including partial deliveries.

7. Dates

The periods or dates stated by Aircotech are mere estimates and not binding periods or dates, unless the binding nature of the period or date is expressly agreed in writing. A binding deadline is extended and a binding date is postponed,

- a) if the purchaser does not provide all the information required for performance in writing in good time or if he subsequently changes this information;
- b) if the purchaser is in arrears with the advance payments to be made by him or is in arrears with the fulfilment of his contractual obligations, in particular if he does not comply with the terms of payment;
- c) if hindrances occur that are beyond the control of Aircotech, such as natural disasters, mobilization, war, riots, epidemics, accidents, significant operational disruptions, labour conflicts, delayed or faulty deliveries as well as official measures for which Aircotech is not responsible.

Binding deadlines or dates are still considered met if Aircotech provides the service within a grace period of 30 days. If Aircotech fails to perform within this grace period, the purchaser may still demand performance or, if he declares so without delay, withdraw from the contract. Any further legal remedies of the purchaser due to late or non-delivery are excluded.

Call-off orders must be received within the agreed period (maximum 12 months), otherwise Aircotech is entitled to deliver and invoice the material/service that has not been accepted.

8. Maturity and terms of payment

The payments to be made by the purchaser are due within thirty days of the invoice date. In the case of customer-specific projects with a value of more than CHF 30,000, payment shall be made in instalments as follows:

- a) Material:
 - One third as prepayment when placing the order
 - Two thirds on delivery
- b) Engineering services:
 - One third as prepayment when placing the order
 - One third after delivery
 - One third after acceptance, but at the latest when the vehicle is put into operation

If the customer postpones the delivery date after placing the order, Aircotech can demand the second instalment immediately.

For deliveries abroad, Aircotech reserves the right to advance payment or letter of credit.

The purchaser is not authorized to withhold payment and may not offset, even if he asserts counterclaims. The written consent of Aircotech or a valid court decision/arbitration award remains reserved.

9. Retention of title

Aircotech remains the owner of the delivered products until full payment of all claims arising from the business relationship and is entitled to have the retention of title entered in the appropriate register.

The purchaser is obliged to cooperate in all measures to protect the property of the delivered products.

10. Default of payment

If the purchaser does not meet the payment deadline, he will be in default without a reminder and will have to pay a default interest of 12% per year. The other rights and remedies of Aircotech in case of default of the purchaser (especially further claims for damages) are reserved.

11. Acceptance

The purchaser must inspect the delivery himself and give written notice of any defects. The time limit for complaints is 3 days from receipt of the delivery. If the purchaser omits the inspection and/or notification of defects, the delivery shall be deemed approved.

If defects are discovered later within the warranty period, which could not have been discovered even with careful examination, the purchaser must immediately give notice of these defects in writing. Otherwise, the delivery shall be deemed to have been approved.

12. Warranty

Natural wear and tear, force majeure, improper assembly or treatment, intervention by the purchaser or third parties, excessive strain, unsuitable equipment or extreme environmental influences shall not constitute a defect.

The warranty for all hardware and software shall only apply to the extent that the defect is a deviation from the performance features, functionalities, application possibilities or other characteristics described in the documentation, which leads to a considerable impairment of the use as per contract. Properties guaranteed in the contract are reserved.

In the event of a defective delivery, Aircotech alone is obliged to remedy the defect within thirty days after receipt of the written request from the purchaser. Aircotech will either repair or replace the defective products at its discretion. If a supplementary performance is not possible or only possible with disproportionate effort, Aircotech may refuse the supplementary performance. If the owed supplementary performance fails, the Purchaser may set Aircotech in writing a new deadline of thirty days for a second attempt at supplementary performance. If Aircotech does not then carry out the owed subsequent performance within the aforementioned period or if Aircotech refuses subsequent performance without

justification, the Purchaser may either continue with the subsequent performance or have the defect remedied by a third party (substitute performance), if he declares this in writing immediately after the expiry of the period or refusal of subsequent performance by Aircotech. If the Purchaser exercises his aforementioned right to substitute performance in due time and form, Aircotech shall bear the costs of the substitute performance up to a maximum amount of 20% of the price agreed between the Purchaser and Aircotech for the specific defective product. However, if the costs of the substitute performance are covered by Aircotech's insurance, the Purchaser can demand that Aircotech pay the costs of the substitute performance up to a maximum of the amount of the insurance cover less the deductible of Aircotech. All other legal remedies in the event of defects (in particular cancellation, reduction and compensation) as well as the challenge of errors are hereby excluded.

If, in accordance with the above provision, the Purchaser has a claim against Aircotech for subsequent performance, Aircotech shall, at its own discretion, provide the warranty at its own premises or at the Purchaser's premises, which must grant Aircotech free access. Disassembly and assembly, transport, packaging, travel and accommodation costs are at the expense of the purchaser.

Unless otherwise agreed, the warranty period is

- a) for hardware products: 12 months from the date of delivery, but no longer than 24 months from the date of order confirmation by Aircotech
 - b) for purchased products that do not bear the Aircotech trademark: according to the warranty period of the respective suppliers, but no longer than 12 months from the date of order confirmation by Aircotech;
 - c) for software products and engineering services: 3 months from the date of delivery or provision of the service;
 - d) for spare parts and upgrades: 6 months from the date of delivery
- Work and deliveries under warranty do not extend the warranty period.

For products delivered by Aircotech and expressly designated as foreign products, Aircotech only accepts the warranty obligation to the extent that the warranty is covered by the responsible manufacturer.

13. Disclaimer of liability

Insofar as Aircotech remains liable at all according to the above provisions, this liability is excluded to the following extent:

- a) For consequential damages and other indirect damages, such as loss of profit, claims of third parties against the purchaser, loss of data, etc.;
- b) For damages incurred by the purchaser when using test products, pre-series devices and/or prototypes that are in the development stage and have not yet been released.
- c) For slight and/or medium negligence.

So far as the liability of Aircotech is not excluded under the above provisions, Aircotech shall be liable to the Purchaser for proven damages up to a maximum amount corresponding to 20% of the price paid for the products causing the damage or otherwise related to the event of damage. This exclusion of liability also applies to the benefit of organs and auxiliary persons of Aircotech.

Insofar as the liability of Aircotech and/or its organs and/or auxiliary persons is excluded under the above provisions, claims of any kind (i.e. irrespective of their legal basis such as contract, tort, right of enrichment, etc.) are covered by the respective exclusion of liability.

14. Returns

The products sold by Aircotech are not taken back. Aircotech agrees to take back the products in well-founded exceptional cases, if the products are brand new, maximum 12 months old and still included in the standard delivery program and if any disassembly, packaging and transport costs are borne by the purchaser.

A credit note will be issued within thirty days after inspection and approval. Aircotech reserves the right to deduct at least 20% of the original invoiced amount as inspection fee and compensation for expenses.

15. Resignation

If the delivery or service becomes subsequently impossible for reasons for which Aircotech is responsible, the purchaser is entitled to withdraw from the contract. In the event of partial impossibility, the purchaser is entitled to withdraw from the contract with regard to that part of the contractual performance, the fulfilment of which has become impossible. If the partial fulfilment of the contract has demonstrably ceased to be of interest to the purchaser, the purchaser may withdraw from the contract as a whole. In such cases, the Buyer shall only be entitled to claims for damages under the conditions specified in item 13.

If the delivery or service becomes subsequently impossible for reasons for which the purchaser is responsible, Aircotech is entitled to withdraw from the contract. The Purchaser shall compensate Aircotech for all expenses, costs and other direct and indirect damages incurred.

If neither Aircotech nor the Purchaser is responsible for the impossibility of fulfilling the contract, the contract shall be adjusted by mutual agreement, as far as this is economically justifiable. Otherwise, both parties may withdraw from the contract in whole or in part.

If the withdrawal from the contract entails the expiration of rights of use, the purchaser is obliged to immediately return the original as well as all copies and partial copies of software programs, specifications

and other copyrighted documents of Aircotech or to destroy them after prior consultation with Aircotech. This does not apply if there are legal obligations to keep them. The Purchaser shall immediately inform Aircotech of this in writing. In case of return of software, these terms and conditions are extended by the provision of the End User License Agreement (EULA) of Aircotech. In the event of any conflict between the provisions of the EULA and these Terms and Conditions, the provisions of the EULA shall prevail.

16. Discretion

Both parties will not disclose to third parties any information from the business area of the other party which is neither generally accessible nor generally known, and will make every effort to prevent third parties from accessing such information. On the other hand, each party may use in its traditional activities knowledge acquired in the course of the business. The parties also impose this obligation on their employees.

17. Obligation of the purchaser to inform

When placing the order at the latest, the purchaser must draw attention to special technical requirements as well as to the statutory, official and other regulations at the place of destination, insofar as they are of significance for the execution and use of the products.

18. Responsibility for use

The purchaser is responsible for compliance with the standards and regulations applicable at the place of use. The purchaser shall observe the technical data and notes in the catalogues and manuals and shall be solely responsible for the installation and application of the products and services and for their combination with other products. In doing so, he shall observe the necessary care and safety aspects. The purchaser shall provide the user with all information necessary for safety in a suitable form, for example with notes on the product itself, on the packaging or in an operating manual. The purchaser shall procure the necessary information himself. The purchaser is responsible for compliance with the standards and regulations applicable at the place of use

19. Export

The purchaser is responsible for compliance with domestic and foreign export regulations. The re-export of certain products of foreign origin is only permitted with the approval of this office in accordance with an undertaking given to the Import and Export Department of the Federal Department of Economic Affairs (FDEA). Aircotech expressly designates the products in question in its offers and invoices, which obliges the purchaser to comply with these export regulations.

20. Amendment clause

Aircotech is entitled to change these terms and conditions at any time.

21. Governing law

All disputes, disagreements or claims arising out of or in connection with a contract between the Purchaser and Aircotech, including those concerning its validity, invalidity, breach or termination, shall be governed exclusively by Swiss substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) and the Hague Sales Convention.

22. Jurisdiction or arbitration clause

If at the time of the commencement of proceedings the purchaser is domiciled in a state bound at that time by the (Lugano) Convention on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters, the ordinary courts of Basel (Switzerland) shall have exclusive jurisdiction for all disputes, disagreements or claims arising out of or in connection with any contract between the purchaser and Aircotech, including the validity, invalidity, breach or termination thereof. Furthermore, in this constellation, Aircotech has the free choice to sue the purchaser at any legal venue instead of Basel.

If at the time of initiation of proceedings the Purchaser is not domiciled in a state bound by the Lugano Convention at that time, all disputes, controversies or claims arising out of or in connection with any contract between the Purchaser and Aircotech, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss International Rules of Arbitration of the Swiss Chambers' Arbitration Institution. The version of the Swiss Rules of Arbitration in force at the time of delivery of the Notice of Arbitration shall apply. The arbitration panel shall consist of one member. The seat of the arbitration shall be Basel (Switzerland). The language of the arbitration proceedings shall be German. The accelerated procedure shall apply.

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