



**Aircraft
Builders**
Europe

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Aircraft Builders Europe

Let us help you get your wings

Article 1 Definitions

1.1 In these General Terms and Conditions, the following definitions shall apply:

- a. Aircraft Builders Europe: the private limited company Aircraft Builders B.V., established in (1742 BL) Oudkarspel at the Lorrie 9, registered in the Dutch Trade Register of the Chamber of Commerce under number 87924609.
- b. General Terms and Conditions: the present general terms and conditions of sale and delivery of Aircraft Builders Europe.
- c. Consumer: the Client who is a natural person not acting for purposes related to his trade, business, craft or profession.
- d. Service provision: any form of service in the broadest sense of the word for which Aircraft Builders Europe is commissioned (including but not limited to assistance work, assistance maintenance work and the provision of information in (among other areas) the Workshop.
- e. Client: every (legal) person (including, where applicable, the Consumer) who concludes an Agreement with Aircraft Builders Europe, or every party that intends to conclude an Agreement with Aircraft Builders Europe.
- f. Aircraft: the aircraft purchased or to be purchased by the Client, either in parts, in assembly, or already in an airworthy condition, including or including all (loose) goods and items that are the subject of the Agreement.
- g. Aircraft Builders Europe employee: every natural person who is employed by or through the intermediary of Aircraft Builders Europe to perform or will perform assistance activities (the Build Assistant Service) on behalf of the Client.
- h. Quotation: any non-binding offer and quotation (including attachments, documentation and images etc.) from Aircraft Builders Europe to Client.
- i. Service Order: the order to provide Services, including but not limited to supporting the Client in building the Aircraft.
- j. Delivery Order: the order from the Client to Aircraft Builders Europe to deliver the Aircraft.
- k. Agreement: the agreement concluded between

the Client and Aircraft Builders Europe.

- l. Parties: Client and Aircraft Builders Europe together.
- m. In writing: any communication by post, email, fax, SMS, WhatsApp, Telegram or any other means of communication that can be equated with this in view of the state of the art and generally accepted standards.
- n. Workshop: the parking space / workplace rented by the Client from Aircraft Builders Europe including facilities.

1.2 Definitions indicated in the singular also include the plural without loss of infinitive meaning.

Article 2 Applicability of General Terms and Conditions

2.1 The General Terms and Conditions apply to all Quotations, Service Orders and Delivery Orders, and also form an integral part of all Agreements and all further agreements and Services to be provided and/or Aircraft to be delivered by Aircraft Builders Europe. The Client with whom an Agreement has once been concluded agrees to the applicability of these General Terms and Conditions to subsequent Offers, Service Orders, Delivery Orders, and Agreements.

2.2 Any purchase or other terms and conditions of the Client do not apply unless the Parties expressly agree otherwise in writing. Any (previous) reference by the Client to its own or other general terms and conditions is expressly rejected by Aircraft Builders Europe and is therefore not accepted.

2.3 Amendments to the Agreement and deviations from the General Conditions shall only be effective if they have been agreed between the Parties and must be recorded In Writing.

2.4 Aircraft Builders Europe reserves the right to amend the General Terms and Conditions at any time. The amended General Terms and Conditions shall apply as from the time when Aircraft Builders Europe notifies the Client of the change, on the understanding that for Offers already issued and Agreements concluded, the General Terms and Conditions in force on the day the Offers were issued and the Agreements concluded shall continue to apply, unless the Client has expressly agreed to the amended General Terms and Conditions.

2.5 If any provision of these General Terms and Conditions shall be deemed null and void, be annulled

or otherwise not binding by a competent court, the other provisions of these General Terms and Conditions shall remain in full force and effect unimpaired. The parties will then consult to agree on new provisions to replace the void, nullified or otherwise non-binding provisions, whereby the purpose and meaning of the original provision will be observed if and as much as possible.

2.6 If several (legal) persons or companies are referred to as the Client, they will be jointly and severally bound to fulfil all obligations under the Agreement concluded with Aircraft Builders Europe.

2.7 The titles heading the articles are for identification purposes only and shall be disregarded in the interpretation of the General Terms and Conditions.

2.8 The General Terms and Conditions have been drawn up in a Dutch and English text. In the event of differences of interpretation between these texts, the Dutch text shall be binding.

Article 3 Quotations

3.1 All Quotations are without obligation, unless expressly agreed otherwise in Writing. If an Offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the Offer.

3.2 However, should any other expression of Aircraft Builders Europe be or could be regarded as an Offer, it shall be deemed to be made without obligation, unless otherwise agreed In Writing.

3.3 Acceptance of the Quotation by the Client implies that the Client agrees to the applicability and content of these General Terms and Conditions.

3.4 No rights whatsoever can be derived from an Offer if the Services and/or Aircraft to which the Offer relates are no longer available in the meantime. After acceptance of Aircraft Builders Europe's Quotation by the Client, Aircraft Builders Europe is entitled to revoke the Quotation without delay, but in any event within five (5) calendar days of the Client becoming aware of its acceptance.

3.5 Aircraft Builders Europe cannot be held to a Quotation if the Client can reasonably understand that the Quotation, or a part thereof, contains an obvious mistake or clerical error.

3.6 Although Aircraft Builders Europe shall exercise due care when formulating its Quotation, including price lists, models, brochures and other data that may indicate any (forthcoming) legal relationship

between Aircraft Builders Europe and the Client, the Client can never derive any legitimate confidence in the accuracy of the data included therein, unless expressly agreed otherwise In Writing. Illustrations, drawings, photographs, statements of dimensions, specifications, technical data and further descriptions by Aircraft Builders Europe in catalogues, circulars or otherwise offered promotional products are not binding and are intended only to give a general impression of the Aircraft and Services that Aircraft Builders Europe sells and provides, unless expressly stated otherwise by Aircraft Builders Europe In Writing and without prejudice to Aircraft Builders Europe's obligation to vouch for the accuracy and completeness of the stated dimensions and specifications of the Aircraft to be sold. Minor deviations of minor importance are thus permissible. Under no circumstances shall Aircraft Builders Europe be obliged to make any (subsequent) delivery.

3.7 If the Quotation contains a composite quotation, Aircraft Builders Europe is not obliged to perform part of the Assignment at a corresponding part of the quoted price.

3.8 A Quotation does not automatically apply to future Delivery Orders.

Article 4 Agreement

4.1 The Agreement comes into effect and is only binding if Aircraft Builders Europe has confirmed it In Writing.

4.2 If any reservations or amendments to the Quotation are made in the acceptance, the Agreement is only concluded after Aircraft Builders Europe has confirmed to the Client In Writing to agree to these reservations or amendments.

4.3 Without prejudice to the provisions of paragraphs 5 and 6 of the previous article of these General Terms and Conditions, Aircraft Builders Europe is - in the event of interim model changes by the manufacturer of the Aircraft - entitled to deliver the modified model.

4.4 Verbal undertakings by and agreements with subordinates of Aircraft Builders Europe are only binding on Aircraft Builders Europe after and insofar as they have been confirmed In Writing by Aircraft Builders Europe.

4.5 If - after it has been concluded - the Agreement is amended at the request of the Client, including a supplement, Aircraft Builders Europe is entitled to carry it out only after the Client has given its consent

and the Client agrees to the price and any other terms and conditions specified for the performance. Failure to execute the amended Agreement or failure to execute it immediately shall not constitute a shortcoming on the part of Aircraft Builders Europe.

4.6 Without being in default, Aircraft Builders Europe may refuse a request to amend the Agreement - after it has been concluded - if this could affect the Services to be provided by it in qualitative and/or quantitative terms. Aircraft Builders Europe is not liable for the direct and/or indirect consequences and/or damage arising from a refusal as referred to above.

Article 5 Pricing

5.1 Unless expressly stated otherwise, prices are based on the factory prices and exchange rates applicable at the time of the conclusion of the Agreement.

5.2 All prices for the Client not being a Consumer are exclusive of turnover tax, other taxes and duties levied or imported for the delivery or performance, unless expressly agreed otherwise in writing. However, these taxes and duties shall be passed on to the Dutch Client not being a Consumer.

5.3 All prices for the Consumer include sales tax, other taxes and duties levied or imported for the delivery or performance.

5.4 In the event of an increase in one or more of the cost price factors, after the day of sale but before the day of delivery, Aircraft Builders Europe is authorised to increase the offered or agreed price accordingly. This shall also apply accordingly if the parts of the Aircraft have become more expensive as a result of a change in the exchange rate. Applicable are the sales prices valid on the day of delivery.

5.5 If, after the Agreement has been concluded, any freight and forwarding charges, insurance premiums, import duties, taxes and other levies by government bodies, both domestic and foreign, are increased in the interim, Aircraft Builders Europe is entitled to pass on these increases in the prices.

5.6 An increase in the price agreed between the Parties in accordance with paragraph 4 and/or paragraph 5 of this article by more than 10% shall in that case entitle the Client, not being a Consumer, to dissolve the Agreement in writing within seven days of the Client, not being a Consumer, becoming aware or could have become aware of the price change. Aircraft Builders Europe shall never be obliged to pay any compensation

to the Client.

5.7 An increase in the price agreed between the Parties in accordance with paragraph 4 and/or paragraph 5 of this article shall in that case entitle the Consumer to dissolve the Agreement In Writing within fourteen days after the Consumer has taken cognisance of the price change, or could have taken cognisance of it. Aircraft Builders Europe shall never be obliged to pay any compensation to the Client.

5.8 In the event of a price change by Aircraft Builders Europe of the originally agreed price within three months of the conclusion of the Agreement, the Consumer is authorised to dissolve the Agreement In Writing within seven days after the Consumer has taken cognisance of the price change or could have taken cognisance of it. Aircraft Builders Europe shall never be obliged to pay any compensation.

5.9 An available budget made known to Aircraft Builders Europe by the Client shall never apply as a (fixed) price agreed between the parties for the performances to be performed by Aircraft Builders Europe. Only if so agreed in writing between the Parties is Aircraft Builders Europe obliged to inform the Client in the event of an imminent overrun of a preliminary calculation or budget issued by Aircraft Builders Europe.

5.10 Unless the Parties agree otherwise, discounts on prices are deemed to be granted on a one-off basis and do not bind Aircraft Builders Europe in respect of subsequent Agreements.

Article 6 Delivery, transfer of risk, further transport and custody

6.1 Unless the Parties expressly agree otherwise in writing, delivery of the unassembled Aircraft shall be Ex Works (EXW ICC Incoterms® 2020). The place of delivery is the address of Aircraft Builders Europe's Workshop in Oudkarspel. Ex Works delivery applies if the Client makes use of the Aircraft Builders Europe Service, but also if the Client wishes to assemble the unassembled Aircraft elsewhere.

6.2 A delivery time stated by Aircraft Builders Europe is based on the circumstances known to Aircraft Builders Europe at the time of the conclusion of the Agreement and, insofar as it depends on the performance of third parties, on the information provided by those third parties to Aircraft Builders Europe. The delivery time will be stated as accurately as possible by Aircraft Builders Europe.

6.3 Stated delivery times will be pursued as much

as possible by Aircraft Builders Europe. However, stated delivery times are never to be regarded as final deadlines, unless expressly agreed otherwise in writing.

6.4 If a delay in delivery occurs, the delivery time will be extended by such a period as is reasonable, taking all circumstances into account.

6.5 If the delivery time or any other circumstance is exceeded, Client shall not be entitled to refuse acceptance nor to claim and/or be entitled to any damages in this respect.

6.6 If the agreed delivery time is exceeded, the Client is not entitled to dissolve the Agreement, unless the delivery time is exceeded to such an extent that the Client cannot reasonably be required to maintain (the relevant part of) the Agreement.

6.7 Aircraft Builders Europe is entitled to deliver the unassembled Aircraft in parts. If a delivery can only be done partly, the remainder will be noted for subsequent delivery. Client will be informed about this either verbally or in writing. The payment conditions described below also apply to each partial delivery.

6.8 The risk of loss, destruction, loss, decrease in value or damage to the (unassembled) Aircraft shall pass to the Client at the time of delivery. Without prejudice to the provisions of article 8 of the General Terms and Conditions, Aircraft Builders Europe as owner of the Workshop shall – as long as the unassembled Aircraft is in the Aircraft Builders Europe Workshop – take preventive measures to minimise the risk of theft and damage to the (unassembled) Aircraft. This does not affect the fact that the Client is responsible for ensuring adequate insurance of the (unmounted) Aircraft in order to prevent the risk of loss, destruction, damage, theft, unauthorised use and misuse (thus including measures to insure the (unmounted) Aircraft against fire and theft). If necessary, the parties shall always give each other every cooperation with the insurance companies concerned.

6.9 The transport of the (unassembled) Aircraft for the final part of the assembly (including but not limited to the painting of the (unmounted) Aircraft or parts thereof) and the acceptance inspection (and any insurance in that context) shall be fully at the expense and risk of the Client. If Aircraft Builders Europe provides assistance in arranging transport, it always does so on the instructions, in the name and at the expense/risk of the Client.

6.10 If the Customer is not present at the time of delivery, the delivery shall nevertheless take place as a result of which the transfer of the risk (and associated costs) of the (unassembled) Aircraft transfers to the

Client at the time of delivery.

Article 7 Execution of the Service Order and Provision of Services

7.1 The work performed on the (unmounted) Aircraft is at all times performed by (and at the risk of) the Client itself; Aircraft Builders Europe merely provides assistance with the aforementioned work. Aircraft Builders Europe is thereby obliged to exercise the care that can reasonably be expected of it in the Service provided by or on its behalf under the given circumstances. Aircraft Builders Europe shall make every effort to perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship (based on the known state of the art).

7.2 The Client must build the Aircraft in accordance with the building instructions of the supplier(s) of the Aircraft (and never deviate from these) and investigate (and be familiar with) the applicable laws and regulations of the country in which the Client wishes to have the Aircraft accepted.

7.3 Aircraft Builders Europe shall always determine its own limits to and the manner in which the Services provided by it pursuant to the Agreement shall be performed. Where possible and within the limits of laws and regulations and the building instructions, Aircraft Builders Europe shall take account of timely and responsible instructions provided by the Client regarding the performance of the Assignment. Aircraft Builders Europe shall at all times closely follow the aforementioned instructions when providing assistance and shall never actively cooperate in deviating from the building instructions. The parties acknowledge that the success of the work depends on good mutual cooperation.

7.4 All work to be performed by Aircraft Builders Europe pursuant to the Agreement is performed on the basis of an obligation to perform to the best of one's ability, unless and insofar as Aircraft Builders Europe has expressly promised a result in the Agreement in Writing and the result in question has furthermore been described with sufficient precision. Aircraft Builders Europe is never responsible and/or liable should the Client deviate from the construction instructions and/or fail to comply with the applicable laws and regulations of the country in which the Client wishes the Aircraft to be accepted.

7.5 The deadline agreed or specified by Aircraft Builders Europe for the provision of Services is never a strict deadline. If the aforementioned period is exceeded,

the Client must give Aircraft Builders Europe notice of default by registered letter, whereby Aircraft Builders Europe must be granted a reasonable period in which to still perform the Agreement.

7.6 The Client shall ensure that all information that Aircraft Builders Europe indicates is necessary or that the Client should reasonably understand is necessary for the performance of the Services is provided to Aircraft Builders Europe in good time.

7.7 Aircraft Builders Europe is entitled to perform the Services in different phases and to invoice the part thus performed separately. If the Agreement is performed in phases, Aircraft Builders Europe may suspend the performance of those parts that belong to a subsequent phase until the Client has approved in writing the results of the preceding phase.

7.8 If, pursuant to the Agreement, one or more Aircraft Builders Europe employees are deployed to assist with the work to be performed by the Client on the Aircraft in (inter alia) the Aircraft Builders Europe workplace or at a location designated by the Client, Aircraft Builders Europe shall endeavour to select the right person(s) for the Client. Based on the information provided by the Client and the known qualities, knowledge and skills of the eligible person(s) to be made available, Aircraft Builders Europe determines which person(s) to select as Aircraft Builders Europe Co-worker. Aircraft Builders Europe is entirely free in its choice of the person(s) it employs to carry out the Assignment. Aircraft Builders Europe is at all times entitled to replace one or more Employee(s) Aircraft Builders Europe during the term of the Agreement. If the Aircraft Builders Europe Employee reports to the Client at the agreed time and place for the work to be carried out pursuant to the Agreement and is not enabled (by the Client) to carry out or commence this work, Aircraft Builders Europe is entitled to charge the Client for additional costs, without prejudice to the Client's other obligations towards Aircraft Builders Europe. Aircraft Builders Europe's invoices for services provided, including but not limited to the deployment of Aircraft Builders Europe employees, are calculated on the basis of the time registration forms signed for approval by the Client, or at least the time registration forms retained by the Client without protest.

7.9 In the performance of the Assignment, Aircraft Builders Europe is entitled to (co-)employ one or more persons who are not directly or indirectly affiliated with Aircraft Builders Europe if, in the opinion of Aircraft Builders Europe, this is desirable with a view to optimum performance of the Assignment for the Parties. The applicability of sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is then expressly excluded. If the Client itself involves one or more persons (partly) in the

work on the unassembled Aircraft who are not directly or indirectly affiliated with Aircraft Builders Europe, Aircraft Builders Europe shall never be liable for the shortcomings of such a person.

7.10 If the Client wishes the work to take place at a location designated by itself, the Client is obliged to provide Aircraft Builders Europe in writing in good time, in any case one working day prior to commencement of the work by the Aircraft Builders Europe Employee, with information on any safety and health regulations to be observed by the Aircraft Builders Europe Employee during performance of the Agreement. The Client then provides Aircraft Builders Europe and the Aircraft Builders Europe Co-worker with active information regarding the Risk Inventory and Evaluation (RIE) used within this location. The client shall organise and maintain the environment and workplace where the Aircraft Builders Europe employee performs the work in such a way, as well as make such arrangements and provide such instructions for the performance of the work as are reasonably necessary to prevent the Aircraft Builders Europe employee from suffering damage (in the broadest sense of the word) during the performance of the work. The costs of all measures required to implement the Agreement on the grounds of the health and safety regulations shall be borne by the Client. If Aircraft Builders Europe or third parties engaged by Aircraft Builders Europe perform work in connection with the Assignment at the Client's site or at a site designated by the Client, the Client shall provide the facilities reasonably required by those co-workers free of charge.

7.11 If, contrary to this article, the information required for the performance of the Services is not provided in time to Aircraft Builders Europe, or the Client requests assistance from the Aircraft Builders Europe employee that falls outside the limits of the Services provided by Aircraft Builders Europe (including the applicable laws and regulations), Aircraft Builders Europe is entitled to suspend the performance of the Agreement and/or to charge the Client for the additional costs resulting from the delay in accordance with the customary rates applicable at the time. The performance period shall not commence until after the Client has made the data available to Aircraft Builders Europe or an agreement has been reached between the Parties on the interpretation of the Services. Aircraft Builders Europe is not liable for damage, of whatever nature, due to the fact that Aircraft Builders Europe relied on incorrect and/or incomplete data provided by the Client, or if the Client independently performed certain activities against the advice of Aircraft Builders Europe (or its employee).

7.12 All rights to any teaching material provided by third parties and/or Aircraft Builders Europe are reserved. No part of this publication may be reproduced,

stored in an automatic database or made public in any form or in any way, whether electronically, mechanically by photocopying, recording or in any other way without the prior Written consent of Aircraft Builders Europe.

Article 8 Workshop rental

8.1 The Workshop Rental Agreement with the Client is entered into for the period and rate as stated on the Agreement or otherwise agreed in Writing. If no end date is specified on the Agreement, the Workshop Rental Agreement shall end no later than 6 (months) after delivery of the Aircraft and commencement of the Services.

8.2 The rented Workshop shall be delivered by Aircraft Builders Europe and accepted by the Client in a properly maintained condition at the start of the lease, unless the Parties have agreed otherwise in writing. If no record of delivery is drawn up upon commencement of the Workshop Rental Agreement, contrary to Article 7:224 paragraph 2 of the Dutch Civil Code, the Client shall be deemed to have received the rented Workshop in good condition, without defects and free of damage.

8.3 The Tenant shall treat the rented Workshop as befits a good tenant and ensure that the rented Workshop is used in accordance with its purpose. Client shall - during the entire term of the Workshop Rental Agreement - actually, fully, properly and itself use the Rented Workshop exclusively for storage of and carrying out the work on the Aircraft. Client shall hereby observe existing limited rights, qualitative obligations and the requirements imposed or to be imposed by the government and by the utility companies (as well as in respect of everything present in or on the rented Workshop). The Client shall provide and maintain the rented Workshop with the inventory present at the start of the Agreement for the rental of the Workshop.

8.4 Client shall behave in accordance with the provisions of the law and local ordinances as well as customs regarding rental and leasing, government regulations, utility companies and insurers. The Client shall at all times comply with the instructions for use issued by Aircraft Builders Europe. The Client shall also comply with the oral and written instructions given by or on behalf of Aircraft Builders Europe in the interests of proper use of the rented Workshop and of the indoor and outdoor areas, installations and facilities of the building or complex of buildings of which the rented Workshop forms part. This also includes reasonable instructions relating to maintenance, appearance, noise level, order, fire safety, parking behaviour and the proper functioning of the installations or the building or complex of buildings of which the rented Workshop forms part.

8.5 When using the building or complex of buildings of which the rented Workshop forms part or when using the rented Workshop, the Client shall not cause any nuisance or nuisance nor cause any damage in, on, to or under the rented Workshop or complex of buildings of which the rented Workshop forms part. Damage to the rented Workshop includes the use of means of transport that (may) damage floors and walls. The Client will ensure that third parties present on its behalf do not do so either. This also applies to the building or complex of buildings of which the rented Workshop forms part.

8.6 The Client is not permitted to do the following: a. load the floors of the rented Workshop and of the building or complex of buildings of which the rented Workshop forms part at a higher level than indicated in the Agreement for the lease of the Workshop or permitted from a constructional point of view; b. make any changes or make any changes or provisions in, on or to the rented Workshop that are contrary to governmental regulations or those of the utility companies or to the conditions under which the owner of the rented Workshop has acquired ownership of the rented Workshop or to other limited rights, or that cause a nuisance to third parties or hinder their use.

8.7 Without the prior written permission of Aircraft Builders Europe, the Client is not permitted to either enter or cause to be entered the service and installation areas, the (flat) roofs and gutters, and the places not intended for general use of the rented Workshop or of the building or complex of buildings of which the rented Workshop forms part, or to park means of transport in places other than those intended for that purpose.

8.8 The Client shall keep escape routes and emergency doors in the rented Workshop and the building or complex of buildings of which the rented Workshop forms part free at all times and guarantee the accessibility of fire extinguishing facilities. Aircraft Builders Europe shall also refrain from blocking said escape routes and emergency doors.

8.9 The Client is liable for the proper and professional use of the technical installations and special tools belonging to the rented Workshop.

8.10 The Client shall notify Aircraft Builders Europe immediately of any defect and of the (imminent) damage resulting from that defect or from any other cause or circumstance. The Client shall grant Aircraft Builders Europe a reasonable period, taking into account the nature of the defect, to start remedying the defect. The Client shall confirm this notification to Aircraft Builders Europe in Writing as soon as possible, including the reasonable period.

8.11 The Client shall take appropriate measures in good time to prevent and limit damage to the rented Workshop and to the building or complex of buildings of which the rented Workshop forms part. If the (imminent) damage is not attributable to the Client and the costs of appropriate measures are demonstrable and reasonable, Aircraft Builders Europe will reimburse these costs to the Client on the Client's first request.

8.12 Without permission from Aircraft Builders Europe, the Client is not authorised to make any alterations and/or additions to the rented Workshop Maintenance, repair and renewal of alterations and additions made by or on behalf of the Client shall be at the expense of the Client.

8.13 Unless otherwise agreed in writing, the Client shall return the rented Workshop to Aircraft Builders Europe at the end of the Workshop Rental Agreement or at the end of the use of the rented Workshop in the condition described in the official report of completion at the start of the rental, barring normal wear and tear and ageing. If no official report of completion has been drawn up at the start of the lease, the rented Workshop shall be deemed, subject to evidence to the contrary by the Client at the start of the Workshop Rental Agreement, to have been delivered in a well-maintained condition, without defects and free of damage, and the Client must deliver the rented Workshop to Aircraft Builders Europe in that condition at the end of the Workshop Rental Agreement, barring normal wear and tear and ageing. The provisions of the last sentence of Article 7: 224(2) of the Dutch Civil Code shall not apply. In addition to this, the Client must return the rented Workshop to Aircraft Builders Europe at the end of the Workshop Rental Agreement, empty and vacated, free of use and user rights, properly cleaned and with surrender of all keys, key cards and the like. The Client is obliged to remove at its own expense all items fitted by it in, on or to the rented Workshop or taken over by it from the previous Client or user, unless Aircraft Builders Europe indicates or has indicated otherwise in writing at any time. Aircraft Builders Europe shall owe no compensation for items not removed, unless otherwise agreed in writing. If the Client has terminated the use of the rented Workshop before the end of the Workshop Rental Agreement, Aircraft Builders Europe shall be entitled to access and take possession of the rented Workshop at the Client's expense, without any defect. All items which the Client has apparently relinquished by leaving them in the Rented Workshop upon actually leaving the Rented Workshop (including the (unmounted) Aircraft if the Rented Workshop is left behind after the end

8.14 Aircraft Builders Europe may deny the Client access to the rented Workshop if the Client has not (yet) fulfilled its obligations under the Workshop Rental Agreement at the time it wishes to use the rented

Workshop for the first time. This shall not affect the effective date of the Workshop Rental Agreement and the Client's obligations under the Workshop Rental Agreement.

8.15 Subject to Aircraft Builders Europe's prior permission in writing, the Client is not permitted to assign the rented Workshop in full or in part to third parties for lease, sublease or use, or to transfer the lease rights in full or in part to third parties or to bring them into a partnership or legal entity, or to use the rented Workshop for a purpose other than the purpose as set out in paragraph 3 of this article or as otherwise agreed between the Parties in writing.

Article 9 Warranty

9.1 Aircraft Builders Europe grants the same warranty for certain parts of the (unassembled) Aircraft it delivers, as is granted by Aircraft Builders Europe's supplier(s) of those parts. The guarantee applies only during the guarantee periods and conditions set by its suppliers.

9.2 The warranty referred to in paragraph 1 of this article shall not extend beyond that provided for in the warranty conditions. This guarantee does not oblige Aircraft Builders Europe to credit invoice amounts.

9.3 The guarantee referred to in paragraph 1 of this article only applies if the Client has fulfilled all its payment obligations towards Aircraft Builders Europe.

9.4 The guarantee referred to in paragraph 1 of this article applies only to parts of the (unassembled) Aircraft and not to the work of the Aircraft Builders Europe employee(s) and/or other Services.

Article 10 Inspection and complaints

10.1 The Client is obliged to inspect the (unassembled) Aircraft (or have it inspected) immediately upon delivery to the extent that this may reasonably be required of it.

10.2 Complaints in respect of the amount or the manner in which the invoices of Aircraft Builders Europe or the Services were drawn up or in respect of defects to the (unassembled) Aircraft which are discovered during an inspection or which could reasonably have been discovered during an inspection must be notified in writing to Aircraft Builders Europe by the Client immediately, but within fourteen days of receipt of the invoice or within 24 hours of delivery of

the (unassembled) Aircraft, specifying the nature and grounds for the complaints.

10.3 Complaints relating to defects to the (unassembled) Aircraft which cannot be established within the periods referred to in paragraph 2 of this article must be notified in writing to Aircraft Builders Europe by the Client immediately, but in any case within fourteen days after the Client could reasonably have established these defects and within the warranty period, and at the latest within two months, specifying the nature and grounds for the complaints.

10.4 Upon detection of a defect as referred to in paragraph 2 of this article, the Client is obliged to immediately cease any use of the (unmounted) Aircraft, to take care of the (unmounted) Aircraft as a prudent debtor and to take the necessary measures to limit its damage as much as possible. In doing so, the Client shall strictly comply with Aircraft Builders Europe's instructions and grant Aircraft Builders Europe all cooperation in the investigation of and from the established defect and related circumstances, such as the handling and use of the (unmounted) Aircraft. In the event of complaints about the quality of the delivered goods, they must be retained for inspection by Aircraft Builders Europe and not transported to Aircraft Builders Europe until Aircraft Builders Europe has given its written consent.

10.5 Complaints must be accompanied by a statement of the date and number of the relevant invoice from Aircraft Builders Europe as well as the article and serial number of the (unmounted) Aircraft and information concerning any applicable acceptance inspection, export inspection, renewal inspection, maintenance information, etc.

10.6 If Aircraft Builders Europe considers a complaint to be well-founded, Aircraft Builders Europe shall be entitled either to provide compensation in cash to be mutually determined, or to make a new delivery while maintaining the existing Agreement, in which case the (unmounted) Aircraft shall be returned to Aircraft Builders Europe.

10.7 If the Client fails to submit complaints to Aircraft Builders Europe within the periods stipulated above, the Client is deemed to have approved the delivered goods.

Article 11 Payment

11.1 Unless expressly agreed otherwise in Writing, payments by the Consumer to Aircraft Builders Europe must be made within 7 (seven) days of the invoice date.

11.2 Unless expressly agreed otherwise in writing, payments by the Client other than the Consumer to Aircraft Builders Europe must be made without any deduction, discount, right of suspension, compensation or (debt) set-off within 7 (seven) days of the invoice date. This payment term is to be regarded as a strict deadline.

11.3 Aircraft Builders Europe is at all times entitled to demand payment from the Client prior to performance of the Agreement. If an advance payment is stipulated by Aircraft Builders Europe, the Client cannot assert any rights regarding the performance of the Agreement/ Services before the stipulated advance payment has been made.

11.4 All payments must be made in euros at the office or into a bank account designated by Aircraft Builders Europe, unless agreed otherwise in writing. Aircraft Builders Europe is always entitled to require security for payment of the amount due.

11.5 If it subsequently transpires that the Workshop Rental Agreement can be terminated earlier and/or fewer assistance hours are required from the Aircraft Builders Europe employee (the Build Assist Service) because the Aircraft is ready to be transported to the location for the acceptance inspection (and final completion work) to take place, Aircraft Builders Europe shall transfer the percentage overpayment of the rental/assistance hours within fourteen (14) days after the Aircraft has been transported to a bank account designated by the Client.

11.6 If the Consumer fails to pay within the period set in accordance with the provisions of the previous paragraph of this article, he shall, after being notified by Aircraft Builders Europe of the late payment and after Aircraft Builders Europe has granted the Consumer a period of fourteen (14) days to still fulfil his payment obligations, owe statutory interest on the outstanding amount until the date of full payment. Furthermore, Aircraft Builders Europe is entitled to charge the consumer for the extrajudicial collection costs it has incurred. These collection costs amount to a maximum of: 15% over outstanding amounts up to €2,500.00; 10% over the following €2,500.00 and 5% over the following €5,000.00, with a minimum of €40.00 (in words: forty euros). Aircraft Builders Europe may deviate from the said amounts and percentages for the benefit of the Consumer.

11.7 If the Client, not being a Consumer, fails to pay within the period stipulated in the first paragraph of this article, or has not paid within the further agreed period, he shall be in default by operation of law and Aircraft Builders Europe shall be entitled, without further summons or notice of default, to charge the Client, other than a Consumer, statutory (commercial) interest on the

outstanding amount from the due date until the date of payment in full, without prejudice to Aircraft Builders Europe's other rights. All judicial and extrajudicial (collection) costs reasonably incurred by Aircraft Builders Europe as a result of the non-fulfilment by the Client (not being a Consumer) of its payment obligations shall be borne by the Client (not being a Consumer). The extrajudicial costs are set at 15% (fifteen per cent) of the amount to be claimed. Insofar as Aircraft Builders Europe proves that the extrajudicial costs incurred are higher than 15% (fifteen per cent) of the amount to be claimed, the extrajudicial costs incurred shall be borne in full by the Client not being a Consumer.

11.8 Payments made by the Client shall always serve to settle all statutory interest and costs owed and subsequently the due and payable invoices that have been outstanding the longest, even if the Client states that payment relates to a later invoice.

11.9 If Aircraft Builders Europe has a claim on the Client, Aircraft Builders Europe is entitled to suspend the performance of the Assignment, all Services and further performances on behalf of the Client, any other work for the Client or reimbursement in accordance with paragraph 5 of this article until full payment is received from the Client.

11.10 Without prejudice to the other provisions of this article, Aircraft Builders Europe shall – if the Client fails to fulfil its payment obligation after delivery, take the delivered (unassembled) Aircraft and/or the Aircraft that is in an assembly phase into custody for the Client (at the expense and risk of the Client). Without prejudice to the payment obligation incumbent on the Customer and Aircraft Builders Europe's right to claim the amount due by the Customer to Aircraft Builders Europe in one lump sum, without prejudice to Aircraft Builders Europe's other rights, Aircraft Builders Europe shall be entitled after expiry of one month – after Aircraft Builders Europe has given the Customer another notice of default granting the Customer a reasonable period for compliance – at its own discretion to take custody of the (unmounted) Aircraft and/or the Aircraft that is in an assembly stage, at the expense (i.e. for the account and risk) of the Customer) to deliver to the Customer or to sell, whereby the excess amount due to the Customer (i.e. the sale price less the amounts due to Aircraft Builders Europe) shall be transferred by Aircraft Builders Europe to the Customer on the bank account number known to it. If Aircraft Builders Europe takes custody of the (unmounted) Aircraft and/or the Aircraft that is in an assembly stage for the Client (whether or not pursuant to the previous paragraph of this article of the General Terms and Conditions or by order), storage shall take place at the expense and risk of the Client. In this case, Aircraft Builders Europe's Workshop or another place designated by Aircraft Builders Europe

shall be deemed the place of storage. The provisions of paragraph 8 of this article of these General Terms and Conditions shall then apply mutatis mutandis to the stored (unmounted) Aircraft and/or the Aircraft in an assembly phase.

Article 12 Termination

12.1 In addition to the other rights accruing from the Agreement and the law, Aircraft Builders Europe may dissolve the agreement with the Client in its entirety or for the part not yet performed at any time – after the Client has been given adequate notice of default and a reasonable period for compliance has been granted – without judicial intervention and without liability for compensation on the part of Aircraft Builders Europe vis-à-vis the Client, with immediate effect, if the Client fails to comply with one or more of its obligations under the Agreement or other agreements vis-à-vis Aircraft Builders Europe, if the Client is declared bankrupt, if the Client applies for a suspension of payments or offers a payment schedule to its creditors, if debt restructuring is pronounced with regard to the Consumer pursuant to the Dutch Act on Debt Consolidation for Natural Persons (WSNP), if the Client proceeds to wind up its affairs, or if the assets of the Client are seized in respect of substantial debts or if the Client is unable to meet its due debts or leaves its due debts unpaid.

12.2 If a situation as referred to in paragraph 1 of this article arises, Aircraft Builders Europe shall be entitled to repossess the (unmounted) Aircraft delivered under retention of title, and to claim the Aircraft owed by it in a single sum, without prejudice to Aircraft Builders Europe's other rights such as the right to compensation for costs, damage and interest, including the costs of repossession of the (unmounted) Aircraft by Aircraft Builders Europe.

Article 13 Liability

13.1 Without prejudice to the provisions of this article and without prejudice to any guarantee provisions, Aircraft Builders Europe is only liable for damage if this damage is caused by a shortcoming (vis-à-vis the Client and/or third parties) attributable to Aircraft Builders Europe under the law or according to the prevailing opinion.

13.2 Aircraft Builders Europe accepts no liability whatsoever towards the Client not being a Consumer for damage on any grounds whatsoever, except in the event of intent or gross negligence on the part of Aircraft Builders Europe, Aircraft Builders Europe employees / Aircraft Builders Europe staff and/or auxiliary persons

engaged by Aircraft Builders Europe.

13.3 If and insofar as any liability rests with Aircraft Builders Europe, for whatever reason and on whatever grounds, any liability of Aircraft Builders Europe, of employees / Staff(s) Aircraft Builders Europe employed by Aircraft Builders Europe and/or auxiliary persons engaged is at all times limited to compensation for direct damage towards the Client per event (whereby a series of successive events counts as one event), up to a maximum of €100,000 (in words: one hundred thousand euros) per event.

13.4 Aircraft Builders Europe's liability for indirect damage suffered or to be suffered by the Client not being a Consumer is excluded. Indirect damage is understood to mean all damage that is not direct damage and included in any case but is not limited to consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business stagnation, damage due to the failure to determine marketing objectives, damage relating to the use, loss, mutilation or destruction of data, loss of Delivery Orders, and/or PR damage.

13.5 Without prejudice to the provisions of this article, liability for damage, unless this cannot be attributed to Aircraft Builders Europe and except in the event of wilful intent or gross negligence on the part of Aircraft Builders Europe, Aircraft Builders Europe employees / Aircraft Builders Europe staff and/or auxiliary persons called in by Aircraft Builders Europe, is limited to the amount received by Aircraft Builders Europe from the Customer (also Consumer) pursuant to the invoice(s) sent by Aircraft Builders Europe per Aircraft.

13.6 Without prejudice to the provisions of this article, Aircraft Builders Europe accepts no liability whatsoever in respect of the Order, the Services and/or the Aircraft in the widest sense of the word after the Certificate of Airworthiness or Airworthiness Review Certificate has been issued by national authorities.

13.7 Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, the right to compensation for damages shall in any case lapse one (1) year after the event from which the damage directly or indirectly arises and for which Aircraft Builders Europe is liable.

13.8 The provisions of this article only apply insofar as the liability of Aircraft Builders Europe pursuant to the law or the Agreement, including the provisions of the present General Terms and Conditions, is not already limited further than would follow from the mere application of this article.

Article 14 Force majeure

14.1 If Aircraft Builders Europe fails to comply with any of its obligations due to force majeure, Aircraft Builders Europe shall never be liable to the Client not being the Consumer for damage on any grounds whatsoever and shall be entitled, at its discretion and without judicial intervention, either to suspend performance of the Agreement with the Client not being the Consumer for a maximum of six months, or to dissolve the Agreement with the Client not being the Consumer in full or in part, without being liable to pay any compensation.

14.2 If Aircraft Builders Europe fails to fulfil any of its obligations due to force majeure, Aircraft Builders Europe is entitled to dissolve the Agreement with the Consumer in full or in part.

14.3 Force majeure includes but is not limited to the following: any circumstances independent of the will of Aircraft Builders Europe, even if they were already foreseeable at the time the Agreement was concluded, which permanently or temporarily prevent performance of the Agreement, as well as insofar as not already included therein, (civil) war, danger of war, riots, (work) strikes, lack of personnel, transport problems, fire, weather conditions, epidemics, involuntary loss of possession, late delivery of materials and products by the importer, factory, or supplier, impeding government measures, sabotage, and in general all unforeseen circumstances in the company, both at home and abroad. The above also applies if the circumstances referred to above occur in respect of or in the company of factories, importers or other traders from whom Aircraft Builders Europe procures or tends to procure its (unassembled) Aircraft.

Article 15 Confidentiality and use of personal data

15.1 Aircraft Builders Europe shall take the appropriate measures to safeguard the confidentiality of the relationship with the Client during the performance of the Agreement.

15.2 If Aircraft Builders Europe needs to take cognisance of confidential data in the performance of the Agreement, the Client is responsible, when providing this data to Aircraft Builders Europe, to omit or render illegible as much as possible any personal or other confidential data that Aircraft Builders Europe will not need, and to transfer the confidential data to Aircraft Builders Europe in a secure manner. This is without prejudice to Aircraft Builders Europe's obligation to treat confidential data provided to it confidentially and to

secure it appropriately.

15.3 The Client has the right to inspect, the right to correct and the right to delete the transmitted personal data. If a data subject other than the Client contacts Aircraft Builders Europe directly, Aircraft Builders Europe – unless expressly instructed otherwise in Writing by the Client – shall not initially address this (in substance), but shall immediately notify the Client with a request for further instructions.

15.4 If a security breach of the Client's personal data has occurred, Aircraft Builders Europe shall report the breach to the Client as soon as possible as it becomes aware of the breach without unreasonable delay and, if possible, within 48 hours at the latest. The Client is responsible for providing Aircraft Builders Europe at the start of the Agreement with the details of the person who should in case of a breach be informed first (and, if necessary, later the amended details). Aircraft Builders Europe shall only take damage-control measures after consultation and written consent from the Client, unless such consent cannot be awaited in view of the seriousness and the situation.

15.5 The Client shall treat as confidential all registered personal data of third parties / employees / Aircraft Builders Europe employees made known by Aircraft Builders Europe before, during and after the Agreement in accordance with the applicable legislation. Unless agreed otherwise in writing, the Client shall never make personal details of the employee(s) made available by Aircraft Builders Europe available to third

parties.

15.6 Any obligation of confidentiality lapses the moment the information is available from public sources. Furthermore, a Party is entitled to make confidential information available to public authorities if required to do so by law or authorised order. In that case, the Party will inform the other Party as soon as possible. The obligations under this Article shall survive termination of the Agreement for whatever reason, for as long as the providing Party can reasonably claim the confidentiality of the information.

Article 16 Applicable law and disputes



16.1 Dutch law applies exclusively to all Agreements concluded by Aircraft Builders Europe to which these General Terms and Conditions apply in full or in part. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) explicitly does not apply.

16.2 All disputes relating to, arising from or connected with Offers issued by Aircraft Builders Europe, Delivery Orders received, Agreements concluded or further agreements to which these General Terms and Conditions apply in full or in part shall be settled by the District Court of Noord-Holland, location Alkmaar, the Netherlands.



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