

GENERAL TERMS AND CONDITIONS OF SALE AEROCONSULT B.V.

Clause 1: definitions

In these general terms and conditions of sale ("these terms and conditions"), the following terms will have the following meanings:

- Aeroconsult:* the private limited liability company Aeroconsult B.V., with its official seat in Leiden, the Netherlands, Chamber of Commerce number 58165347, its legal successor(s) and its affiliated companies;
- Purchaser:* the Person with whom Aeroconsult has concluded an Agreement or with whom Aeroconsult is negotiating in this respect;
- Parties:* Aeroconsult and the Purchaser;
- Agreement:* any agreement between the Parties, irrespective of whether this is a framework agreement or an individual agreement, that (a) aims to ensure that Aeroconsult delivers goods to the Purchaser against payment of a price in money and/or (b) that Aeroconsult provides services to the Purchaser and/or (c) that Aeroconsult delivers any other performance for the Purchaser, any amendment or supplement to this agreement, as well as all factual and legal acts in preparation and execution of this agreement, including offers from Aeroconsult;
- Products:* all goods and/or services and/or other performances that are the subject of an Agreement;
- Person:* natural or legal person or partnership without legal personality;
- Resale:* the resale and/or onward delivery of Products by the Purchaser to third parties, as well as all factual and legal acts performed in connection herewith.

In these terms and conditions, "written" will also be understood to mean by e-mail.

Clause 2: general

1. These terms and conditions apply - with the express exclusion of all other general terms and conditions - to all Agreements. In the event that Aeroconsult does not require strict compliance with these terms and conditions, this will not mean that Aeroconsult loses the right to require strict compliance with these terms and conditions in future cases, similar or otherwise. Clauses deviating from these terms and conditions will only be binding if they have been agreed in writing and will only apply to the case in question.
2. All clauses in these terms and conditions have been laid down not only for Aeroconsult, but also for the following Persons, who may invoke this third-party clause at any time: (i) the directors and shareholders of Aeroconsult (including its indirect directors and shareholders), (ii) all Persons working for Aeroconsult, (iii) all Persons engaged by Aeroconsult in the performance of an Agreement, and (iv) all Persons for whose acts or omissions Aeroconsult could be liable.
3. If one or more provisions of these terms and conditions and/or an Agreement prove to be null and void or are annulled by the court, the other provisions of these terms and conditions and the Agreement will retain their legal force. The void or annulled provisions will be replaced by valid provisions which, in view of the object and purport of these terms and conditions and the Agreement, deviate as little as possible from the original provisions.
4. These terms and conditions are drawn up in several languages. In the event of a dispute regarding the substance or purport of these terms and conditions, the Dutch text will prevail.
5. Aeroconsult is entitled to amend these terms and conditions at any time.

Clause 3: offers, Agreement

1. All information and specifications provided with Aeroconsult's offers are always approximations. Deviations up to 10% are permitted without further ado.
2. All offers from Aeroconsult are without obligation. Aeroconsult has the right to revoke its offer within three (3) working days after receipt of acceptance by the Purchaser.
3. An acceptance by the Purchaser that deviates from Aeroconsult's offer, whether or not on minor points, will always be deemed to be a rejection of this offer and a new offer by the Purchaser. An Agreement will only be concluded in accordance with this new offer after written acceptance by Aeroconsult.
4. An Agreement will be deemed concluded when:
 - (a) three (3) working days have lapsed since Aeroconsult received the Purchaser's acceptance and Aeroconsult has not revoked its offer during this period;
 - (b) Aeroconsult confirms the Agreement in writing; or
 - (c) Aeroconsult commences performance of the Agreement.

5. The order confirmation or the (proforma) invoice from Aeroconsult is deemed to be the complete and accurate representation of the Agreement, unless the Purchaser objects to its content in writing within one (1) working day after receipt.
6. Any additional agreements or amendments made at a later date will only be binding on Aeroconsult if they have been confirmed by Aeroconsult in writing.
7. Agreements made with subordinate staff members, representatives, or other intermediaries of Aeroconsult are not binding on Aeroconsult unless these agreements have been confirmed in writing by Aeroconsult's management.
8. Aeroconsult is not obliged to honor an offer and/or an Agreement at a stated price if this price is based on a printing and/or writing error.
9. If Aeroconsult enters into an Agreement with two or more Purchasers, they will always be jointly and severally liable towards Aeroconsult for the performance of all obligations arising from the Agreement.
10. Without Aeroconsult's prior written consent, the Purchaser is not allowed to wholly or partially transfer an Agreement or one or more of its rights and/or obligations under an Agreement. In addition to its effect under the law of obligations, this prohibition also has effect under property law (within the meaning of Article 3:83(2) of the Dutch Civil Code, DCC).

Clause 4: prices

1. Unless the Parties have agreed otherwise in writing, the prices will be shown in euros or US dollars. Where applicable, the code USD (or the code of any other agreed currency) should be read instead of the code EUR in these terms and conditions.
2. The prices are exclusive of VAT and other taxes and levies and, unless the Parties have agreed otherwise in writing, exclusive of transport costs.
3. Insofar as the stated and/or agreed prices are based on the weight of the Products, this weight will be determined by means of a weighing carried out by Aeroconsult prior to delivery using calibrated weighing equipment. The Purchaser has the right to be present at this weighing, provided that this does not delay the delivery. The Purchaser must take the initiative for this in a timely manner.
4. The prices are based on cost-determining factors at the time of the conclusion of the Agreement. If there is a change in these factors after the Agreement has been concluded but before delivery of the Products without Aeroconsult being able to exercise reasonable influence over this, Aeroconsult will be entitled to pass on the resulting costs to the Purchaser.

Clause 5: conformity, delivery period, delivery and taking delivery

1. The conformity of the Products is assessed on the basis of the laws and regulations in force in the Netherlands at the time of delivery. Unless the Parties have agreed otherwise in writing, Aeroconsult will not be obliged to comply with any other laws and regulations.
2. When determining the delivery period, Aeroconsult assumes that it can execute the Agreement under the circumstances known to it at that time. If there is a change in these circumstances, the delivery period will be extended by the time Aeroconsult needs to execute the Agreement under the new circumstances.
3. The delivery periods specified by Aeroconsult commence as soon as agreement has been reached on all details, Aeroconsult is in possession of all necessary data and documents, the agreed advance payment has been received, and the necessary conditions for the execution of the Agreement have been met.
4. The delivery periods stated by Aeroconsult are always approximate and will never be regarded as strict deadlines. Exceeding these delivery periods does not entitle the Purchaser to compensation, suspension of its obligations, or termination of the Agreement. The Purchaser only has the right to terminate the Agreement if delivery has not taken place after more than three (3) calendar months have elapsed since the originally agreed delivery date. In this case, the Purchaser must first give Aeroconsult written notice of default, providing a reasonable period of at least fourteen (14) days for performance. In the event of termination based on this provision, the Purchaser is not entitled to any form of compensation.
5. Unless the Parties have agreed otherwise in writing, the delivery takes place Ex Works. "Ex Works" will be explained in accordance with the final version of the Incoterms. The transport risk is also borne by the Purchaser if the Parties have by way of derogation from the main rule agreed on a carriage paid delivery. Aeroconsult is never obliged to insure the Products for the duration of the transport.
6. If the Parties have agreed that Aeroconsult will store the Products for the Purchaser, either at Aeroconsult itself or at a third party, and these Products have not yet been delivered to the Purchaser, the Products will be deemed to have been delivered at the time they are stored. As of this moment, the Purchaser will be subject to the obligation to inspect and complain as described in Clause 6 of these terms and conditions and this Clause 6 will also otherwise apply in full. Aeroconsult is not obliged to insure the Products for the duration of the storage.
7. Aeroconsult is entitled, but never obliged, to deliver the sold Products in parts and to invoice each part

separately.

8. The Purchaser is obliged to take delivery of the purchased Products. The obligation to take delivery consists of a) performing all acts that can reasonably be expected of the Purchaser in order to enable Aeroconsult to deliver and b) taking possession of the Products. If taking delivery does not take place within ten (10) working days after the Products have been made available to the Purchaser, the Purchaser will be in default without a notice of default being required and Aeroconsult will be entitled, without prejudice to its other rights, including the right to store the Products at the risk and expense of the Purchaser, to terminate the Agreement and to claim compensation from the Purchaser.

Clause 6: inspection and complaints

1. Purchaser is obliged to inspect the Products, or have them inspected, immediately upon delivery, which in this Clause is understood to mean that the Purchaser must thoroughly and accurately inspect whether the Products comply with the Agreement in all respects, more specifically:
 - (a) whether the right Products have been delivered;
 - (b) whether the delivered Products meet the requirements that may be set for normal use and/or for commercial purposes; and
 - (c) whether the delivered Products correspond in terms of quantity (number, quantity, weight) with what the Parties have agreed in this respect.
2. In the event of underdelivery of up to 10% of the total quantity, the Purchaser will be obliged to accept the delivered Products in full at a proportional reduction in price.
3. Complaints about the quantity and about visible defects must, subject to forfeiture of all rights, be reported to Aeroconsult immediately after this inspection, and then be confirmed in writing within one (1) working day, with a detailed specification of the nature of the shortcoming.
4. Complaints about any invisible defects must, subject to forfeiture of all rights, be reported to Aeroconsult in writing immediately after these defects have been discovered or should reasonably have been discovered, but at the latest within three (3) months after delivery and in any event prior to the (re)sale and delivery by the Purchaser and/or further transport by or on the instructions of the Purchaser, with a detailed specification of the nature of the defects.
5. Complaints relating to minor and/or customary and/or technically unavoidable deviations in quality, size, weight, color, quantity and suchlike and complaints about processed Products are inadmissible.
6. If Aeroconsult does not accept a complaint from the Purchaser within two (2) working days after delivery, the Purchaser will be obliged, subject to forfeiture of all rights, to have an independent assessment carried out within four (4) working days after delivery by a sworn expert and to give Aeroconsult the opportunity to be present or represented at the said assessment. Both periods referred to in this paragraph start at 7.00 a.m. (Aeroconsult's local time) on the next working day after the day on which the Purchaser filed the complaint. Aeroconsult is entitled to have a second assessment carried out.
7. The Purchaser will provide all cooperation necessary for the investigation of the complaint. If the Purchaser fails to cooperate or if an investigation is otherwise not or no longer possible, the Purchaser's complaint is inadmissible.
8. If the Purchaser's complaint, also in view of the provisions of this Clause, is well-founded, Aeroconsult will, after consultation with the Purchaser, arrange for delivery of the missing Products, repair or replacement of the delivered Products or adjustment of the price. Aeroconsult will have no other obligation or liability. Full or partial termination of the Agreement, including a reduction in the price, requires Aeroconsult's written consent.
9. The Purchaser is obliged to ensure the preservation of the Products as a diligent debtor at all times.
10. The Purchaser is not free to return the Products until Aeroconsult has agreed to this in writing. If Aeroconsult stores the returned Products or takes care of these Products in any other way, this will take place at the expense and risk of the Purchaser. Approval or acceptance of the return can never be inferred from these measures.
11. Any violation of the Purchaser's obligation to inspect and complain will always result in the forfeiture of all rights, regardless of whether Aeroconsult's actual interests have been prejudiced as a result of this violation.
12. If the Purchaser violates its obligation to inspect and complain and Aeroconsult nevertheless handles a complaint, this is done subject to all rights and Aeroconsult's efforts will be regarded as a goodwill gesture without acceptance of any obligation or liability.
13. If a complaint turns out to be unfounded, the internal and external costs incurred by Aeroconsult in handling the complaint will be borne by the Purchaser.
14. Any legal proceedings must be initiated no later than one (1) year after timely notification of a complaint, subject to forfeiture of all rights.

Clause 7: retention of title

1. Aeroconsult retains ownership of all delivered Products until the purchase price for these has been paid in full. The retention of title also applies to the other claims referred to in Article 3:92(2) DCC which Aeroconsult has or will have against the Purchaser.
2. As long as the ownership of the Products has not been transferred to the Purchaser, the Purchaser is not permitted to pledge the Products or grant any other right to a third party thereon without the prior written consent of Aeroconsult. In addition to its effect under the law of obligations, this prohibition also has effect under property law (within the meaning of Article 3:83(2) in conjunction with Article 3:98 DCC). However, the Purchaser is permitted to sell and transfer the Products delivered under retention of title to third parties in the ordinary course of its business, with the proviso that in the event of such resale, it applies that (i) the Purchaser is obliged to stipulate a retention of title in accordance with the provisions of this Clause and (ii) that, insofar as Aeroconsult's claims against the Purchaser regarding the resold Products were not yet due and payable, these become immediately and fully due and payable. Without the prior written consent of Aeroconsult, the Purchaser is not permitted to assign, pledge or transfer or encumber the claims it has or will have against its customers under any other title whatsoever. In addition to its effect under the law of obligations, this prohibition also has effect under property law (within the meaning of Article 3:83(2), also in conjunction with Article 3:98 DCC). The Purchaser undertakes to pledge the claims against its customers to Aeroconsult at Aeroconsult's first request as an additional security for the performance of its obligations to Aeroconsult on whatever grounds.
3. The Purchaser is obliged to store the Products delivered under retention of title with due care and as identifiable property of Aeroconsult. The Purchaser is obliged to insure the Products for the duration of the retained ownership against fire, explosion and water damage as well as against theft, and to provide Aeroconsult with access to these insurance policies upon first request. All of the Purchaser's claims under the aforementioned insurance policies will, as soon as Aeroconsult expresses its desire to do so, be pledged by the Purchaser to Aeroconsult as additional security for Aeroconsult's claims against the Purchaser.
4. If the Purchaser fails to fulfil one or more obligations or if Aeroconsult has good reason to fear that the Purchaser will fail to do so, Aeroconsult is entitled to repossess the Products delivered under retention of title. The Purchaser will provide its full cooperation. The Purchaser waives in advance any rights of retention in respect of the Products and will not have any attachment levied on the Products. After the Products have been repossessed, the Purchaser will be credited for the market value, which may under no circumstances be higher than the original purchase price, reduced by the costs incurred in the repossession of the products and any other damage sustained by Aeroconsult.
5. If the law of the country of destination of the Products purchased provides for more far-reaching possibilities with regard to the retention of title than provided for in the previous paragraphs of this, these more far-reaching possibilities will be deemed to have been stipulated between the Parties for the benefit of Aeroconsult, on the understanding that if it cannot be objectively determined which more far-reaching rules are concerned, the provisions of the previous paragraphs of this Clause will continue to apply.
6. If the Purchaser is established in Germany and/or the Products are destined for Germany, the following extended retention of title under German law will apply between the Parties, whereby Aeroconsult is referred to as "wir" and the Purchaser as "Käufer":

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Käufer und seine Konzerngesellschaften zustehen.

Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen anderen Lieferanten - unter Ausschluss eines Miteigentumserwerbs des Käufers - Miteigentum an der neuen Sache zu deren vollem Wert (einschliesslich Wertschöpfung) wie folgt: a) Unser Miteigentumsanteil entspricht dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren. b) Verbleibt ein von Eigentumsvorhalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich unser Miteigentumsanteil um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht uns an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt. Der Käufer tritt bereits jetzt seine Forderungen aus der Veräusserung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen

Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit uns ordnungsgemäss nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen, jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn wir dies ausdrücklich schriftlich erklären. Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung. Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschliesslich deutsches Recht.

7. As long as Aeroconsult remains the owner of the Products, the Purchaser will immediately notify Aeroconsult when the Products are attached, when other claims are made on the Products, and when a bankruptcy petition has been filed against the Purchaser or a (provisional) suspension of payments has been requested. As long as Aeroconsult remains the owner of the Products, the Purchaser will also, when first requested, inform Aeroconsult of the location of the Products. In the event of attachment, (provisional) suspension of payments, or bankruptcy, the Purchaser will immediately inform the attaching bailiff, the administrator, or the trustee of Aeroconsult's (ownership) rights. The Purchaser guarantees that any attachment of the Products will be lifted without delay.

Clause 8: payment

1. Payment of Aeroconsult's invoices must be made to its Dutch bank account within the term and in the currency specified on the invoices. Payment must be made unconditionally, without suspension, discount or setoff, on whatever grounds. The Purchaser will not have any self-attachment levied.
2. Without notice of default being required, the Purchaser is in default by the expiry of the payment term. If the Purchaser is in default with any payment, all claims of Aeroconsult against the Purchaser will be immediately and fully due and payable. During its period of being in default, the Purchaser will owe default interest of 1.25% per month or part of a month on the outstanding claims.
3. All internal and external costs incurred by Aeroconsult in connection with the collection of invoices and/or the assessment of the loss and liability and/or the collection of claim amounts, including but not limited to the costs of lawyers, bailiffs, experts and translators actually incurred by Aeroconsult, will be borne by the Purchaser.
4. The extrajudicial collection costs owed by the Purchaser will amount to at least 15% over the first EUR 5,000 (with a minimum of EUR 250), 10% over the excess up to EUR 10,000, 8% over the excess up to EUR 20,000, 5% over the excess up to EUR 60,000 and 3% over the excess above EUR 60,000.
5. Payments made by or on behalf of the Purchaser, regardless of the designated sequence of allocation, will first be set off against the costs (including but not limited to the extrajudicial collection costs), then against the outstanding interest and finally against the principal sum and the accrued interest.
6. In response to a request to that effect from Aeroconsult, which may be made both prior to and during the performance of the Agreement, the Purchaser will make a full or partial advance payment or at its own expense provide adequate security for the performance of its obligations. Adequate security is in any case understood to mean a bank guarantee payable on first demand by Aeroconsult, provided by a first-class Dutch bank, in the amount of 110% of the amounts owed by the Purchaser (100% of these amounts with a surcharge of 10% for interest).
7. Aeroconsult is at all times entitled to set off the amounts it owes on whatever grounds to the Purchaser or any Person affiliated with it ("Purchaser et al.") against the amounts that Aeroconsult or any Person affiliated with it ("Aeroconsult et al.") has to claim from the Purchaser et al. on whatever grounds. The right to setoff referred to herein also exists if the payment of the claims is not yet enforceable and if the performance that Aeroconsult et al. can claim does not meet its debt.

Clause 9: right of retention and right of pledge

1. Until the Purchaser has fully fulfilled all its obligations towards Aeroconsult on whatever grounds, Aeroconsult has both a right of retention and a right of pledge on all goods that Aeroconsult has or will have in its possession, either directly or indirectly, in connection with an Agreement. For the purposes of this Clause, "goods" are understood to mean movable property, bearer rights or rights to order, securities, documents and funds.
2. By the application of these terms and conditions, the Purchaser has committed itself to grant Aeroconsult the right of pledge referred to in paragraph 1 of this Clause. The pledge will be established by placing the goods under the control of Aeroconsult or of a third party holding the goods for Aeroconsult, including but not limited to a carrier or a storage and transshipment company.
3. The right of summary execution will be exercised in the manner prescribed by law. Private sale is possible if there is consensus between the Parties in this respect or, provided that Aeroconsult has a sound valuation

report, if the goods are perishable so quickly that Aeroconsult cannot reasonably be required to apply to the judge in preliminary relief proceedings. All judicial and extrajudicial costs incurred by Aeroconsult with a view to exercising the right of summary execution, including but not limited to the costs actually incurred by Aeroconsult for legal assistance and the costs of the valuation, will be borne by the Purchaser and will be recovered from the (gross) sales proceeds.

Clause 10: intellectual and industrial property

1. All intellectual and industrial property rights in relation to the Products and the packaging and packaging materials intended for them, all in the broadest sense of the word, are vested exclusively in Aeroconsult and its licensors.
2. For each infringement of a right as referred to in paragraph 1 of this Clause, the Purchaser will forfeit an immediately payable penalty of EUR 5,000, increased by an immediately payable penalty of EUR 1,000 for each day, including part of a day, on which the infringement continues. This penalty clause does not affect Aeroconsult's other rights, including but not limited to its right to compensation pursuant to the law.

Clause 11: suspension, termination

1. Without prejudice to its other rights pursuant to the law and/or the Agreement and/or these terms and conditions, Aeroconsult is authorized to suspend its obligation or, without any notice of default or judicial intervention being required, to terminate the Agreement in whole or in part by means of a written notification to the Purchaser if:
 - (a) the Purchaser fails to fulfil an obligation, or fails to do so in good time or properly;
 - (b) Aeroconsult has good reason to fear that the Purchaser will fail to fulfil one or more of its obligations;
 - (c) the Purchaser has been declared bankrupt or its bankruptcy has been filed for;
 - (d) the Purchaser has been granted a provisional or definitive suspension of payments, or a request for such has been made;
 - (e) a statutory debt restructuring arrangement has been declared applicable in respect of the Purchaser or a request to that effect has been made;
 - (f) the Purchaser's company is wound up; or
 - (g) if goods of the Purchaser were seized in execution or if a prejudgment seizure of said goods was not lifted within one month after the date of seizure.
2. If the Purchaser's default under both the law and the Agreement and these terms and conditions commences only after a notice of default has been given, Aeroconsult will in the case referred to in paragraph 1 under (a) of this Clause not terminate the Agreement in whole or in part until it has sent the Purchaser a written demand setting a reasonable period for performance and performance has not taken place within this period.
3. In the event of full or partial termination of the Agreement by Aeroconsult, it will not be obliged to pay any compensation and all its claims against the Purchaser will become immediately and fully due and payable.

Clause 12: force majeure

1. In these terms and conditions, force majeure ("non-attributable failure to perform") is understood to mean: any circumstance not attributable to Aeroconsult's fault in the subjective sense which makes it impossible or practically too onerous for Aeroconsult to perform its obligation or part thereof or to do so in good time or properly, including - but explicitly not limited to - force majeure and/or failure to perform ("attributable failure to perform") and/or unlawful acts on the part of suppliers or carriers of Aeroconsult or on the part of other third parties involved in the performance of the Agreement, abnormal weather conditions, frost, storm damage and other damage caused by natural forces, strikes, transport difficulties, epidemics, pandemics, fire, theft, war and threat of war, terrorist attacks and the threat of terrorism, as well as government measures such as import, export and transit bans, levies, import duties and quota restrictions.
2. In the event of force majeure, Aeroconsult will be entitled to suspend the performance of its obligation or part thereof and the Purchaser will not be entitled to claim performance or compensation. If the period of force majeure lasts longer than three (3) months, either Party will be entitled to terminate the Agreement in whole or in part without being liable to pay compensation, with the proviso that if Aeroconsult has partially performed its obligation before or after the occurrence of the force majeure, it will at all times be entitled to a proportional part of the price. Aeroconsult is also entitled to invoke force majeure if it occurs after it should have performed its obligation.

Clause 13: liability and indemnity

1. Without prejudice to the provisions of the above Clauses, the following rules apply with regard to the liability of Aeroconsult for damage sustained by the Purchaser and/or third parties and with regard to the indemnification of Aeroconsult by the Purchaser.

2. The total liability of Aeroconsult on whatever grounds is limited to the amount of the net invoice value of the Products in question, i.e. the price excluding turnover tax and other taxes and levies and excluding transport costs, always subject to a maximum of EUR 10,000.
3. Aeroconsult is only obliged to pay compensation for damage to persons and property. Therefore, Aeroconsult is not liable for - and the Purchaser must take out insurance against - indirect damage, consequential damage, trading loss, business interruption loss, loss of profit, missed savings, loss as a result of claims from the Purchaser's customers, loss of customers, reduced goodwill and reputational damage.
4. Without prejudice to the provisions of the previous paragraphs of this Clause, Aeroconsult is not liable for Products it has obtained from third parties beyond the liability of these third parties towards Aeroconsult.
5. Aeroconsult is not liable for failures on the part of third parties it engaged in the performance of the Agreement.
6. To the extent that performance by Aeroconsult is not permanently impossible, liability on the part of Aeroconsult for an attributable failure in the performance of an obligation will only arise if the Purchaser has immediately declared Aeroconsult in default in writing, specifying the nature of the failure and setting a reasonable period for remedying the failure, and Aeroconsult continues to fail attributable in the performance of its obligation even after that period has expired.
7. Any right to compensation is always subject to the condition that the Purchaser reports the damage to Aeroconsult in writing immediately, but no later than fourteen (14) days after the Purchaser has become aware of the damage or should reasonably have become aware of it.
8. Any legal proceedings must be initiated no later than one (1) year after timely notification of the damage, subject to forfeiture of all rights.
9. The Purchaser must indemnify Aeroconsult against any form of liability on the part of Aeroconsult in respect of third parties in relation to Products delivered or to be delivered by Aeroconsult. The Purchaser must reimburse Aeroconsult for the reasonable costs of defense against claims from third parties.
10. Aeroconsult will not invoke any limitation of its liability, and the Purchaser is not obliged to indemnify Aeroconsult, in so far as the damage is the direct result of intent or deliberate recklessness on the part of Aeroconsult or its managing employees.
11. The above regulation does not apply to the extent that provisions of mandatory law dictate otherwise.

Clause 14: confidentiality

1. The Purchaser is obliged to maintain strict confidentiality regarding everything that as a result of or in connection with the Agreement becomes known to it concerning Aeroconsult's business in the broadest sense of the word.

Clause 15: Resale, sanctions and other legislation

1. In the event of Resale, the Purchaser will take all measures to ensure that:
 - (a) the Resale does not violate any law, embargo, trade restriction, or any other sanction imposed by the European Union, the United States of America, and/or the United Nations;
 - (b) the Purchaser does not directly or indirectly do business with Persons, entities, organizations, and countries that appear on the applicable lists of sanctioned parties.
2. In no event will Aeroconsult be liable for any failure or any violation of applicable laws and regulations in any country as a result of or in connection with the Resale. The Purchaser will indemnify Aeroconsult against all claims, convictions, fines, damages, and costs directly or indirectly arising from or related to the Resale.

Clause 16: applicable law, disputes, legal costs and arbitration costs

1. Without prejudice to the provisions of Clause 7 paragraphs 5 and 6 of these terms and conditions, the legal relationship between the Parties is governed by Dutch law, including the Vienna Sales Convention.
2. With due regard to the provisions of paragraph 3 of this Clause, any disputes that may arise between the Parties as a result of or in connection with an Agreement and/or these terms and conditions will in the first instance be exclusively settled by the District Court of Rotterdam (proceedings on the merits) or the preliminary relief judge of the District Court of Rotterdam (preliminary relief proceedings and other interim measures), without prejudice to the authority of Aeroconsult to submit disputes as referred to here to any other competent court.
3. In the event that the Purchaser is domiciled in a country which is a party to the New York Convention of 10 June 1958 on the Recognition and Enforcement of Foreign Arbitral Awards and where neither Regulation (EU) No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast Brussels I Regulation) nor the Lugano Convention of 30 October 2007 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters (Lugano II Convention) applies, any disputes between the Parties will be settled in

accordance with the Arbitration Rules of the Netherlands Arbitration Institute ("the Rules"). The arbitral tribunal will consist of one arbitrator. Article 16(3) of the Rules does not apply. The place of arbitration and the place of the oral hearing(s) will be Rotterdam. The proceedings will be conducted in the English language. The arbitral tribunal will decide according to the rules of law.

4. The costs related to judicial and arbitral proceedings, including but not limited to the costs of lawyers, bailiffs, experts and translators actually incurred by Aeroconsult, will be fully borne by the Purchaser if the Purchaser is fully or predominantly ruled against.

October 2024