

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. AREA OF APPLICATION

1.1. These terms and conditions are intended to define the rights and obligations of the parties in the sale of Aircrafts Spare Parts, proposed online by Horix Aerospace Ltd for the customer. Horix Aerospace Ltd shall carry out itself or delegates to third party subcontractors and to all sales and deliveries made or caused to be made By Horix Aerospace Ltd of parts of aircrafts or parts used in connection with the sale of the spare parts of aircrafts.

1.2. These General Terms may only be altered or partially or fully waived by a specific written instrument (e.g. a contract or acceptance of order) duly signed by Horix Aerospace Ltd. The terms and conditions of a specific contract or acceptance of order signed by Horix Aerospace Ltd shall prevail over the present General Terms and the General Terms shall then apply as a supplement to the terms and conditions of the specific contract or acceptance of order.

### 2. TERM AND TERMINATION

2.1. These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

2.2. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

2.3. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

### 3. OFFERS AND COST ESTIMATES

3.1. Offers and cost estimates submitted by Horix Aerospace Ltd shall be made without commitment. Contracts shall be effective only if confirmed in writing by Horix Aerospace Ltd or upon commencement of the work involved.

3.2. Cost estimates by Horix Aerospace Ltd shall be binding for the period specified only if submitted in writing and explicitly designated in the text to be binding.

### 4. SCOPE OF CUSTOMER ORDER

4.1. All contractual information will be confirmed by email to the address specified by the customer during the purchasing act. The customer will be advised and an invoice will be raised upon acceptance of the customer's order. Each customer order shall be deemed to contain an authorization and approval by customer for Horix Aerospace Ltd for supply of the spare parts.

4.2. Horix Aerospace Ltd shall be authorized to delegate any work ordered by a customer to a subcontractor without previous notice to the customer or obtaining customer's specific consent thereto.

### 5. PRICES

5.1. Prices fixed under contract shall refer exclusively to supplies as are agreed upon in writing. Relevant written confirmation of order shall be charged to the customer separately and additionally.

5.2. All prices shall be subject to Subcontractor price increases, foreign exchange rate fluctuations, import duties, taxes or other dues augmenting the cost basis of Horix Aerospace Ltd shall be borne by the customer if they occur subsequent to the dispatch of Horix Aerospace Ltd's confirmation of order. Agreed prices stated are exclusive of VAT, which will be charged additionally in accordance with applicable law and regulations.

### 6. TERMS OF PAYMENT

6.1. Horix Aerospace Ltd shall be entitled at any time to request partial or full payment for the order. Amounts invoiced for the order shall be due and payable by customer at the time of an acceptance of the order.

6.2. The terms of payment specified in a specific contract, in an acceptance of order or in these General Terms shall apply and payments shall be made by customer on the dates fixed therein. The customer shall not be entitled under any circumstances, in particular due to alleged or actual deficiencies of parts delivered, to withhold or delay payments or part-payments of invoices for parts delivered by Horix Aerospace Ltd.

6.3. Complaints concerning invoices shall be submitted in writing or by facsimile within ten days of the receipt of invoice. If no complaint is received within ten days, invoices shall be deemed to have been accepted.

6.4. Invoices shall be paid by customer in cash or by credit card, or by bank transfer without any deduction whatsoever. Horix Aerospace Ltd shall not be obliged to accept cheques, bills of exchange or money orders. In case of acceptance of such instruments, payment shall not be deemed to have been effectuated until the date of credit to the account of Horix Aerospace Ltd for free disposal by the latter.

6.5. Without prior written approval by Horix Aerospace Ltd, the customer shall not be entitled to assign any rights or liabilities under or arising from his contract with Horix Aerospace Ltd nor to offset any claims customer may have against the claims of Horix Aerospace Ltd.

### 7. DELIVERY DEADLINES

7.1. Observance by Horix Aerospace Ltd of delivery deadlines duly agreed as binding shall be subject to the customer having previously met all his contractual obligations, in particular the due and timely delivery of the object of order including keys, aircraft papers, etc., the settlement of technical questions and the remittance of any advance payments requested by Horix Aerospace Ltd. Deadlines shall also be postponed if compliance with a defined deadline is not possible because of force majeure or unforeseeable events such as lack of spare parts, dislocation of operations, strikes, lockouts, etc.

7.2. In case of non-compliance with a binding deadline, the customer shall grant Horix Aerospace Ltd an appropriate extension of the deadline, and, in case such extended deadline is not met, shall have the right to immediately withdraw from the contract by serving written notice to that effect to Horix Aerospace Ltd. In such case customer shall pay Horix Aerospace Ltd full compensation for the parts delivered. Customer shall have no claim for damages or penalties based on deadlines not met, provided, the delay is not caused by willful act or gross negligence of Horix Aerospace Ltd.

### 8. EXCHANGE AND LOANED PARTS

8.1. Exchange basis: If the customer is supplied with exchange parts, he shall return the off-core parts to Horix Aerospace Ltd within 10 days of the receipt of such exchange parts. The costs of exchange shall be determined in advance by the manufacturer of the parts or by Horix Aerospace Ltd. If the expense of repairing the returned off-core parts exceeds the cost of the exchange, the customer shall be charged with the difference by supplementary invoice. If for any reason whatsoever the customer returns a part remitted to him by Horix Aerospace Ltd without having used it, such part shall only be accepted if serviceable upon arrival at Horix Aerospace Ltd. The customer shall in addition be charged with a restocking fee and recertification charge of 15% of the part's current list price. If a returned part is found to be defective, the customer shall be charged with the cost of repairing it by supplementary invoice. If the part is not repairable, the customer shall be debited with the full sales price.

8.2. Loan basis: So far as loaned parts are concerned, the provisions of the Horix Aerospace Ltd standard loan agreement shall be applicable even in cases in which no such agreement is specifically concluded. Loaned parts shall be returned serviceable in any event. If such is not the case, the repair costs or, if repairs are not cost-effective, the replacement cost of loaned parts shall be charged to the customer.

### 9. ACCEPTANCE BY THE CUSTOMER

9.1. The customer or his representative shall be deemed to have accepted the subject of order upon taking delivery of the same. Horix Aerospace Ltd shall not be obliged to verify the authorization of the person taking delivery.

9.2. Shipment of the subject of order to customer, including temporary storage of the same en route or at destination, shall be entirely at the risk and to account of customer.

9.3. The customer shall be deemed to be in default if he fails to take delivery (against payment of the pertaining invoice, if applicable) of the subject of the order upon arrival. In case of default of customer Horix Aerospace Ltd shall be entitled to invoice the customary storage charges. Further, Horix Aerospace Ltd shall have the right to store the subject of the order, at customer's expense and risk, outside the hangar, workshops and tarmac areas under its control.

### 10. RIGHT OF LIEN

10.1. In respect of all claims, whether due or not, resulting from contractual relations with customer, Horix Aerospace Ltd shall have, in addition to its legal right of retention, shall keep a contractual right of lien on objects in its possession which are the property of its customer irrespective of customer's proprietary rights. Customers shall be held responsible for the right to grant such lien. Horix Aerospace Ltd shall be entitled to enforce such right of lien for the purpose of securing any of its claims against customer.

10.2. The contractual right of lien shall entitle Horix Aerospace Ltd to sell any objects in its possession, belonging to customer, on the open market no earlier than two weeks after having served written notice to customer advising him of its intended action, always provided, that by that time the respective claims have not been met by customer, and to use the sale's proceeds to cover its costs and open claims. To effectuate such sale Horix Aerospace Ltd shall not be required to obtain an enforceable writ or to comply with the regulations governing forced sales.

**11. DISCLAIMER**

11.1. THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

11.2. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**12. WARRANTY**

12.1. Horix Aerospace Ltd warrants the absence of defects in functionality and quality in new parts installed or delivered in accordance with the specifications as set forth in the written contract or the acceptance of order and with the state of the art and technology at the time of delivery.

12.2. The warranty by Horix Aerospace Ltd shall be limited to the repair or replacement of defective parts at the exclusion of any further statutory or other claims of customer such as reduction of price, rescission or damages.

12.3. The warranty shall be valid for a maximum duration of 90 days from the date of

(a) delivery of the parts to customer or

(b) the completion of 150 flying hours of the aircraft comprising the parts delivered, whichever occurs earlier. Customer shall immediately after their receipt inspect the parts delivered and shall forthwith notify Horix Aerospace Ltd in writing or by email of any deficiencies which may fall under the warranty. In case of deficiencies not immediately discernible, customer shall notify Horix Aerospace Ltd in writing or by facsimile immediately upon their discovery and within the warranty period set out above. If customer fails to timely notify Horix Aerospace Ltd any claims of customer under the warranty shall be forgone and unenforceable. No claims under the warranty shall be admissible for any deficiencies discovered after the warranty period.

12.4. No warranty claim shall be admissible if the respective deficiency is a result of negligent acts or omissions by customer or his employees or agents or is due to the non-compliance with applicable operating instructions, maintenance regulations by the customer, his employees or agents. In addition, no claims under warranty shall be admissible if the customer himself carries out, or causes third parties to carry out, work to repair deficiencies with respect to the parts delivered without prior written approval by Horix Aerospace Ltd.

12.5. To the extent permitted by applicable law there shall be no warranty whatsoever in connection with used parts or parts delivered by customer or makeshift repairs installed or performed at the request of customer.

**13. LIABILITY AND INSURANCE**

13.1. Horix Aerospace Ltd shall not be liable to customer for any direct, indirect or consequential damages (particularly in case of malfunction or damage to the subject of the order or of theft during the time in which the subject is in the custody of Horix Aerospace Ltd) irrespective of any legal basis customer might have, except if the cause for damages lies in acts or omissions of gross negligence or malicious intent on the part of Horix Aerospace Ltd. Horix Aerospace Ltd recommends customer to remove all valuables.

13.2. The extent of liability, if any shall be limited in any event to the total amount of the invoice payable by the customer for the parts supplied by Horix Aerospace Ltd.

13.3. Customer shall be liable to Horix Aerospace Ltd for any damage which he or his employees or agents may cause.

13.4. Customer shall hold harmless and discharge Horix Aerospace Ltd from any third-party claims that may be raised against Horix Aerospace Ltd for any legal reason whatsoever in connection with any parts delivered by Horix Aerospace Ltd to the customer's order and shall assume any expenses, including but not limited to all costs of defense against such third-party claims, that may accrue from such claims.

13.5. Horix Aerospace Ltd shall not be obliged to insure the subject of an order remitted to it. Customer alone shall be responsible for procuring insurance protection for the subject of an order.

**14. INDEMNIFICATION**

14.1. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Site; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site.

14.2. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

**15. CONCLUDING PROVISIONS**

15.1. The invalidity of one or several provisions of these General Terms shall not affect the validity of the remaining provisions.

15.2. These General Terms shall apply also to any changes, amendments and extensions of the original contractual relationship with the customer even if they are not explicitly reiterated.

**16. APPLICABLE LAW / PLACE OF JURISDICTION**

16.1. All offers, acceptances of orders and contractual relationships made or entered into by Horix Aerospace Ltd to or with customer within the area of application set forth in Section 1.1, above, as well as these General Terms the provisions under this Section 13. shall in all respects be subject to and governed by Swiss substantive law to the exclusion of the rules set forth in the United Nations Convention on the International Sale of Goods.

16.2. For all disputes arising out of or in connection with offers, acceptances of orders and contractual relationships made or entered into by Horix Aerospace Ltd to or with customer the place of jurisdiction shall be the Swiss ordinary Court.