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General Terms and Conditions of Sale

1. Definitions

For the purposes of these Terms:

- “Company” means Aile Aviation Services B.V., registered in the Netherlands.
- “Customer” means any legal entity purchasing The Goods or Services from the Company.
- “Goods” means aircraft parts, components, materials, equipment, or related aviation products.
- “Services” means sourcing, logistics coordination, consulting, or related aviation services.
- “Incoterms®” means the latest version published by the International Chamber of Commerce (ICC).
- “Order Confirmation” (OC) means written confirmation issued by the Company accepting a Customer order.

2. Applicability and Contract Formation

2.1 These General Terms and Conditions of Sale (“Terms”) exclusively govern all quotations, sales, deliveries, and services provided by Aile Aviation Services B.V. (“Company”) and shall prevail over any conflicting or additional terms proposed by the Customer, including but not limited to purchase orders, general terms, or other documents issued by the Customer.

2.2 Any reference to Customer terms in correspondence, acknowledgments, or other documents shall not constitute acceptance thereof. Conflicting or additional terms shall only be binding if expressly accepted in writing by an authorized representative of the Company.

2.3 In the event of inconsistency, the following order of precedence shall apply:

1. Order Confirmation issued by the Company
2. Agreed written contract (if any)
3. These General Terms and Conditions of Sale
4. Customer purchase order (for administrative reference only)

2.4 A binding contract is formed only upon issuance of a written Order Confirmation by the Company. Verbal agreements, preliminary negotiations, or informal communications shall not be binding unless confirmed in writing.

2.5 The Customer shall be deemed to have accepted these Terms upon:

- issuance of a purchase order referencing the Company’s quotation;
- written confirmation of the Order Confirmation;
- acceptance of delivery;
- payment of any invoice; or
- failure to object in writing within five (5) working days after receipt of the Order Confirmation.

2.6 Quotations are non-binding and subject to prior sale, supplier confirmation, and availability unless expressly stated otherwise. Unless otherwise specified, quotations remain valid for twenty-eight (28) calendar days.

2.7 The Company reserves the right to correct clerical, typographical, or administrative errors in quotations, Order Confirmations, or invoices without liability.

2.8 No amendment, modification, or waiver of these Terms shall be valid unless agreed in writing and signed by an authorized representative of the Company. The failure of the Company to enforce any provision shall not constitute a waiver of its rights.

2.8A No failure or delay by the Company in exercising any right, remedy, or provision under these Terms shall operate as a waiver thereof, nor shall any partial exercise preclude further exercise of any right or remedy.

2.9 If any provision of these Terms is held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

2.10 These Terms, together with the applicable Order Confirmation and any expressly agreed written contract, constitute the entire agreement between the parties and supersede all prior negotiations, discussions, representations, statements, or agreements, whether oral or written. The Customer acknowledges that it has not relied upon any representation not expressly set forth herein.

2.11 Electronic communications, including email confirmations and digitally issued Order Confirmations, shall constitute valid and binding written communication.

3. Prices and Charges

3.1 All prices are exclusive of VAT, customs duties, tariffs, withholding taxes, bank charges, and any other governmental or regulatory charges. Such charges shall be borne by the Customer.

3.2 Unless otherwise agreed in writing, prices are quoted **Ex Works (EXW)** in accordance with the latest version of Incoterms®.

3.3 Unless expressly stated otherwise, all quotations are:

- subject to prior sale;
- subject to supplier and OEM confirmation;
- subject to availability at time of Order Confirmation and, where applicable, at time of receipt of payment.

3.4 All quotations, offers, and prices are subject to change until a valid Purchase Order is received and, where prepayment applies, cleared funds are received in the Company's bank account.

3.5 Pricing is based on the quantities and line items quoted. Any change in quantities, configuration, packaging, delivery schedule, or line items may result in price revision.

3.6 The Company reserves the right to adjust pricing prior to dispatch in the event of:

- OEM or supplier price increases;
- exchange rate fluctuations;
- increased freight, insurance, or logistics costs;
- regulatory or customs changes;
- compliance-related or export control costs;
- governmental surcharges or sanctions-related impacts,

unless the price has been expressly confirmed as firm in the applicable Order Confirmation.

3.7 In the event that supplier pricing increases or The Goods become unavailable prior to receipt of payment, the Company shall be entitled to issue a revised quotation reflecting current market conditions or withdraw from the contract without liability.

3.8 A minimum order value of USD 200.00 per line item applies unless otherwise agreed in writing.

3.9 Additional charges may apply, including but not limited to:

- hazardous materials (HAZMAT) handling fees;
- special packaging or preservation requirements;
- export documentation fees;
- banking or credit card processing fees where applicable.

Such charges shall be invoiced in addition to the quoted price.

3.10 No penalties, liquidated damages, consequential cost claims, or Aircraft on Ground (AOG)-related claims shall apply unless expressly agreed in writing by an authorized representative of the Company.

3.11 The Company reserves the right to correct clerical, typographical, currency conversion, or administrative errors in quotations, Order Confirmations, or invoices without liability.

3.12 Aircraft on Ground (AOG) Services.

Where the Customer requests expedited sourcing, priority handling, or emergency support in connection with an Aircraft on Ground (AOG) situation, additional charges may apply.

AOG-related charges may include, without limitation, supplier or OEM emergency fees, priority handling fees, expedited logistics costs, and administrative coordination costs. Such charges are variable and depend on upstream supplier requirements and market conditions.

All applicable AOG charges shall be expressly stated in the quotation or Order Confirmation. The Company does not maintain fixed AOG fee schedules.

4. Delivery and Transportation

4.1 Delivery dates stated in quotations or Order Confirmations are estimates only unless expressly confirmed as firm in writing. Time shall not be of the essence unless expressly agreed.

- 4.1A Any stated delivery dates are non-binding estimates and shall not give rise to any right of cancellation, penalty, compensation, or damages unless expressly confirmed as firm and time-critical in writing by an authorized representative of the Company.
- 4.2 Delivery shall be made in accordance with the agreed Incoterm®, as stated in the Order Confirmation. Risk of loss or damage shall transfer to the Customer strictly in accordance with the applicable Incoterm®.
- 4.3 Unless otherwise agreed in writing, delivery shall be deemed fulfilled upon:
- handover of the Goods to the carrier; or
 - issuance of the Air Waybill (AWB), Bill of Lading, or shipment tracking confirmation.
- 4.4 Where transportation is arranged by the Company, freight, handling, insurance (if any), customs clearance, and related charges shall be for the Customer's account unless expressly agreed otherwise.
- 4.5 When transportation is arranged using a Customer-nominated carrier, the Company acts solely as coordinator and not as freight forwarder, carrier, or shipping agent, and shall not be liable for acts or omissions of the carrier.
- 4.6 Shipment insurance is not included unless expressly agreed in writing. If insurance is requested by the Customer, it shall be arranged at the Customer's cost and risk.
- 4.7 The Company shall not be liable for delays caused by:
- suppliers, OEMs, or repair stations;
 - carriers or freight forwarders;
 - customs authorities or export licensing bodies;
 - force majeure events;
 - incorrect shipping instructions provided by the Customer.
- 4.8 If the Customer fails to accept delivery, provide shipping instructions, or complete required export documentation in a timely manner, the Company may:
- store the Goods at the Customer's risk and expense;
 - invoice the Goods as delivered;
 - charge reasonable storage and handling fees.
- 4.9 Partial deliveries are permitted unless expressly prohibited in writing.
- 4.10 Claims relating to loss, damage, or delay during transportation must be submitted directly to the carrier in accordance with applicable carriage terms. The Company shall provide reasonable assistance in such claims but shall not assume liability.
- 4.11 Minor deviations in quantity or packaging shall not constitute breach of contract.

5. Packaging, Documentation and Certification

- 5.1 The Goods shall be delivered with the certification and traceability documentation expressly stated in the quotation and Order Confirmation.
- 5.2 Documentation may include, where applicable and agreed, FAA Form 8130-3, EASA Form 1, manufacturer certificate, trace paperwork (Trace PPW), or other documentation as specified.
- 5.3 Where The Goods are supplied with Trace PPW only or without dual-release certification, such condition shall be clearly indicated in the quotation and shall be deemed accepted by the Customer upon issuance of the Order Confirmation.
- 5.4 The Company sources The Goods from OEMs, approved repair stations, authorized distributors, or other recognized aviation industry sources and applies reasonable commercial diligence to ensure authenticity.
- 5.5 The Company does not provide independent certification services and makes no independent airworthiness representation beyond the documentation supplied as received from OEMs, repair stations, or approved sources.
- 5.6 The Company shall not be obligated to provide additional certification, re-certification, dual release, or replacement documentation after delivery unless expressly agreed in writing and subject to availability from the original issuing authority.
- 5.7 The Company does not warrant that documentation supplied will satisfy the regulatory requirements of any specific aviation authority, jurisdiction, operator, CAMO, or end user. Verification of regulatory acceptability is the sole responsibility of the Customer.
- 5.7A The Customer acknowledges that the Company acts strictly as a commercial supplier and not as a design approval holder, repair station, or certifying authority. Final airworthiness determination and installation approval remain solely the responsibility of the Customer and its authorized technical personnel.
- 5.8 The Company shall not be responsible for delays in issuance of certification by OEMs, repair stations, or other third parties.

5.9 Documentation discrepancies must be reported in accordance with Section 6 (Inspection and Acceptance). Failure to notify within the specified period shall constitute acceptance of both the Goods and accompanying documentation.

6. Inspection and Acceptance

6.1 The Customer shall inspect the goods immediately upon receipt.

6.2 Claims must be submitted in writing within:

- five (5) working days for visible defects or shortages;
- ten (10) working days for documentation discrepancies.

6.3 Failure to notify within these periods constitutes acceptance of the goods.

6.4 Notwithstanding any applicable statutory limitation period, any claim arising out of or in connection with the supply of The Goods or Services must be commenced by the Customer within twelve (12) months from the date of delivery, failing which such claim shall be irrevocably time-barred.

7. Warranty

Unless otherwise expressly specified in the Order Confirmation, warranty coverage for the Goods shall be strictly limited to the warranty, if any, provided by the original OEM, manufacturer, or approved repair station.

The Company hereby assigns to the Customer any transferable warranty rights received from the OEM, manufacturer, or repair station, to the extent such rights are assignable.

As a general commercial reference only, and always subject to upstream supplier limitations, the following maximum warranty periods may apply:

- NE (New) parts: up to Twelve (12) months from date of delivery
- OH (Overhauled) parts: up to Six (6) months from date of delivery
- SV (Serviceable) parts: up to Three (3) months from date of delivery

7.1 The actual warranty period applicable to any specific item may be shorter and shall in all cases be limited to the warranty provided by the OEM, manufacturer, or repair station, whichever is shorter.

7.2 The Company does not independently extend, enlarge, or create any warranty beyond that provided by the original upstream supplier and does not guarantee that the above reference periods apply to every transaction.

7.3 If the Customer requires confirmation of warranty terms for a specific item prior to purchase, such request must be made in writing before issuance of the Order Confirmation. The Company may obtain warranty details from the relevant supplier or OEM, and pricing may be adjusted accordingly.

7.4 The warranty period shall commence strictly on the date of delivery to the Customer, irrespective of installation date, storage duration, or operational use.

7.5 Warranty applies only under normal installation, operation, storage, and maintenance conditions and in accordance with applicable aviation standards and manufacturer instructions.

7.6 Any warranty claim must:

- be submitted in writing within the applicable warranty period;
- include full supporting documentation;
- reference the original invoice number;
- include removal report and installation details where applicable;
- not involve The Goods that have been altered, disassembled, modified, or subjected to unauthorized repair without the Company's prior written consent.

7.7 Warranty claims received after expiration of the applicable warranty period shall be rejected without liability.

7.8 The Goods may not be returned without prior written Return Material Authorization (RMA) issued by the Company. Any unauthorized return may be refused, returned to the Customer, or stored at the Customer's sole risk and expense.

7.9 The Company reserves the right to inspect the Goods or require return for evaluation prior to determining warranty applicability. The Customer shall preserve the Goods in their as-removed condition pending evaluation.

7.10 Unless otherwise agreed in writing, return transportation costs shall be borne by the Customer. If a valid warranty defect is confirmed, the Company may, at its discretion, reimburse reasonable return freight costs.

7.11 The Company's sole obligation under warranty shall be, at its discretion:

- repair;
- replacement; or
- refund of the purchase price of the affected The Goods.

These remedies constitute the Customer's sole and exclusive remedies. Any repair or replacement shall not extend or renew the original warranty period.

7.12 Warranty excludes:

- Aircraft on Ground (AOG) costs;
- removal or installation costs;
- labor charges;
- operational or downtime losses;
- transport or freight costs (except as provided in Clause 7.10);
- misuse, improper installation, improper storage, or inadequate preservation;
- Foreign Object Damage (FOD);
- mishandling or unauthorized repair;
- normal wear and tear;
- indirect, incidental, or consequential damages (as further limited in Section 8).

7.13 Used material sold “as is” carries no warranty unless expressly stated in the Order Confirmation.

7.14 Except as expressly stated herein, the Company disclaims all other warranties, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

8. Limitation of Liability

8.1 To the maximum extent permitted by applicable law, the Company shall not be liable for:

- indirect, incidental, special, punitive, or consequential damages;
- loss of profit, revenue, contracts, goodwill, or business opportunity;
- operational interruption or downtime;
- Aircraft on Ground (AOG) losses;
- penalties, liquidated damages, or third-party claims;
- design defects, engineering errors, or manufacturing defects unless expressly contracted by the Company.

8.2 The remedies expressly set forth in Section 7 (Warranty) constitute the Customer’s sole and exclusive remedies with respect to defective The Goods or Services.

8.3 The Company’s total aggregate liability arising out of or in connection with any contract, whether in contract, tort (including negligence), strict liability, statutory duty, or otherwise, shall in no event exceed the net invoice value of the specific The Goods or Services giving rise to the claim, and such cap shall apply cumulatively to all claims arising from the same transaction.

8.4 The limitations set forth herein shall apply regardless of the legal theory invoked and even if the Company has been advised of the possibility of such damages.

8.5 Nothing in these Terms shall exclude or limit liability to the extent such exclusion or limitation is prohibited under mandatory applicable law.

8.6 The limitations and exclusions of liability set forth herein shall apply even if any remedy fails of its essential purpose and shall survive termination or expiration of the contract.

9. Payment Terms and Credit Control

9.1 Payment shall be made strictly in accordance with the agreed terms and without deduction, withholding, counterclaim, set-off, or suspension for any reason whatsoever, including but not limited to alleged defects, pending claims, disputes, or cross-claims.

9.2 Unless otherwise agreed in writing, payment is due prior to shipment. Customers granted credit terms (e.g., NET14 or NET30) must ensure payment is received within the agreed credit period from invoice date.

9.3 Time of payment is of the essence.

9.4 In the event of late payment, the Company reserves the right, without liability and without prejudice to any other rights:

- to suspend further deliveries or performance;
- to revoke agreed credit terms and require advance payment for future orders;
- to allocate any received payments to the oldest outstanding invoices first;
- to withhold shipment of confirmed orders;
- to accelerate and declare all outstanding amounts immediately due and payable;
- to revise pricing where supplier or OEM pricing has changed;
- to cancel pending orders if payment delay results in loss of availability.

9.5 Pricing and availability are conditional upon timely receipt of payment. The Company shall not be responsible for price increases, withdrawal of offers, or unavailability of The Goods resulting from delayed payment.

9.6 Overdue amounts may accrue interest at the rate of 0.05% per day or the maximum rate permitted under applicable law, whichever is lower. The Company reserves the right to waive such interest at its discretion.

9.7 All reasonable collection, recovery, legal, and administrative costs incurred due to late payment shall be borne by the Customer.

9.8 Persistent late payment, material deterioration of financial condition, or overdue balances may result in permanent withdrawal of credit facilities at the Company's discretion.

9.9 The Company reserves the right at any time, based on reasonable commercial judgment, to require advance payment, bank guarantee, letter of credit, or other financial security as a condition for performance, particularly where the Customer's financial condition changes or credit risk increases.

10. Retention of Title

10.1 Title to the Goods shall remain vested in the Company until full and unconditional payment of all amounts due under the relevant contract and any related agreements has been received.

10.2 Until title transfers, the Customer shall:

- store the Goods separately and clearly identifiable as property of the Company;
- not pledge, encumber, or grant any security interest over the Goods;
- maintain the Goods in good condition and adequately insured.

10.3 In the event of non-payment, insolvency, or material breach, the Company shall have the right, without prior court approval (to the extent permitted by law), to reclaim possession of the Goods. The Customer shall grant access for such recovery.

10.3A The Customer hereby irrevocably authorizes the Company, to the extent permitted by applicable law, to enter the Customer's premises or any location where The Goods are stored, for the purpose of repossession in the event of non-payment or breach.

10.4 Repossession of The Goods shall not prejudice the Company's right to claim further damages or outstanding amounts.

11. Export Control and Sanctions Compliance

11.1 The Goods may be subject to export control laws and sanctions regulations of the European Union, the Netherlands, the United States, the United Kingdom, or other applicable jurisdictions.

11.2 The Customer represents and warrants that:

- it is not subject to sanctions;
- it will not re-export, transfer, or resell The Goods in violation of applicable export control laws;
- it will provide accurate end-use and end-user information upon request;
- it will obtain all necessary licenses, permits, and approvals.

11.3 The Company reserves the right to suspend or cancel any transaction if compliance concerns arise, without liability.

11.4 The Customer shall indemnify the Company against any penalties, fines, or losses arising from export control violations attributable to the Customer.

11.5 The Customer represents and warrants that it shall comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the UK Bribery Act and the U.S. Foreign Corrupt Practices Act (FCPA), and shall not engage in any conduct that would expose the Company to legal or reputational risk.

12. Force Majeure

12.1 The Company shall not be liable for delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to:

- natural disasters;
- war (declared or undeclared), armed conflict, terrorism;
- civil unrest or political disturbances;
- sanctions, embargoes, export or import restrictions;
- governmental or regulatory actions;
- airspace closures;
- transportation disruptions;
- pandemics or public health emergencies;
- labor disputes;
- supplier, OEM, or repair station failure;
- shortages of materials or components;
- power or infrastructure failures.

12.2 Performance deadlines shall be extended for the duration of such events.

12.3 If a force majeure event continues for more than ninety (90) consecutive days, either party may terminate the affected order without liability.

13. Cancellation by Customer

13.1 Orders confirmed by Order Confirmation are non-cancellable unless expressly agreed in writing by the Company.

13.2 If cancellation is exceptionally accepted, the Customer shall pay:

- a minimum cancellation fee of twenty-five percent (25%) of the total order value; and
- any costs already incurred, including supplier commitments, logistics costs, and administrative expenses, whether invoiced or not yet invoiced by upstream suppliers.

13.3 The Company reserves the right to enforce full contractual payment if The Goods have already been procured, customized, or allocated.

14. Suspension and Termination

14.1 The Company may suspend performance or terminate a contract, without liability, if:

- the Customer breaches payment obligations;
- the Customer becomes insolvent or financially unstable;
- compliance risks arise;
- the Customer materially breaches these Terms.

14.2 Suspension shall not affect the Company's right to claim payment for The Goods already delivered or committed.

15. Insolvency

15.1 If the Customer enters liquidation, bankruptcy, restructuring, or is unable to pay debts as they fall due, all outstanding amounts shall become immediately due and payable.

15.2 The Company may reclaim The Goods, withhold shipments, or terminate pending orders.

15.3 The Company shall be entitled to exercise any lien, right of retention, or other security right permitted under applicable law in respect of any The Goods, documentation, or other property in its possession relating to the Customer.

16. Intellectual Property

16.1 The Company retains all intellectual property rights in its quotations, technical descriptions, documentation, and data.

16.2 The Customer shall not reproduce, disclose, or use such materials for purposes other than performance of the contract.

16.3 The Customer shall indemnify the Company against claims arising from designs, specifications, or instructions provided by the Customer that infringe third-party rights.

16.4 The Customer shall indemnify, defend, and hold harmless the Company from and against any third-party claims, damages, penalties, or losses arising from:

- improper installation, integration, or use of The Goods;
- breach of export control laws by the Customer;
- modification or misuse of The Goods;
- incorporation of The Goods into systems without proper certification

17. Confidentiality

17.1 All commercial, pricing, and technical information exchanged in connection with quotations or contracts shall be treated as confidential.

17.2 The Customer shall not disclose such information to third parties without prior written consent, except where required by law.

18. Independent Contractors

Nothing in these Terms shall be construed as creating any partnership, joint venture, agency, fiduciary relationship, or employment relationship between the parties. Each party acts solely as an independent contractor and has no authority to bind the other party.

19. Governing Law and Jurisdiction

19.1 These Terms and any contracts concluded thereunder shall be governed exclusively by the laws of the Netherlands.

19.2 The United Nations Convention on Contracts for the International Sale of The Goods (CISG) shall not apply.

19.3 The competent courts of the Netherlands shall have exclusive jurisdiction.

20. Assignment

The Customer may not assign, transfer, or novate any rights or obligations under the contract without the prior written consent of the Company. The Company may assign its rights or receivables without restriction.

21. Notices

21.1 Any formal notice, claim, or legal communication under these Terms must be made in writing and sent by registered mail, courier, or confirmed email to the registered address of the Company as stated on its official website.

21.2 Notices shall be deemed received:

- on the date of delivery if delivered by courier (with delivery confirmation);
- seven (7) business days after dispatch if sent by registered international mail;
- on the date of confirmed transmission if sent by email during normal business hours, or on the next business day if sent outside normal business hours.

21.3 Informal correspondence or operational emails shall not constitute formal legal notice unless expressly stated.

22. Dispute Resolution

22.1 Prior to initiating formal legal proceedings, the parties shall first attempt in good faith to resolve any dispute through senior management negotiation within thirty (30) days following written notice of dispute.

22.2 This provision shall not restrict the Company's right to seek immediate relief for payment recovery or injunctive measures.

23. Survival

Provisions relating to payment obligations, limitation of liability, warranty disclaimers, export compliance, confidentiality, retention of title, and governing law shall survive termination, cancellation, or completion of the contract.