

AVIONITEC Ltd.

Terms and Conditions

1. Mandator does herewith order AVIONITEC Ltd. to perform maintenance and repairs on his avionics system or part and does instruct AVIONITEC Ltd. to procure spare parts and equipment as requested for this order.

Mandator agrees that additional works which show up during the dealing with the avionics system/part and which affects its airworthiness, are carried out without his particular authorization, unless other arrangements have been made. These additional works must not be out of proportion with the total value of the order.

For orders given by telephone, wireless or verbally, mandator takes full responsibility.

A written order confirmation is only made out upon special request of the mandator. In this case, all agreed settlements are binding for AVIONITEC Ltd. Entry of the order confirmation or countersigning of the order by AVIONITEC Ltd. are to be considered as order-acceptance.

Mandator guarantees that all costs and expenses which occur in connection with the order are paid. When no other clause has been agreed upon, payment is to be made net, within 30 days, date of invoice. Possible delays in payment will be punished with the interest for delay as per the official rate of interest of Swiss Nationalbank.

If fixed prices have been agreed upon, they are binding for AVIONITEC Ltd. provided that there are no changes of manufacturer's or deliverer's parts prices, nor growing exchange rates, duty-rates or other charges after the date of the order confirmation.

2. AVIONITEC Ltd. warrants for expert workmanship. Warranty is valid, provided that notification of defects and failures in connection with maintenance and repairs performed by AVIONITEC Ltd., is made in written form within 8 days, after delivery of the avionics system/part to Mandator, his agents, representatives or employees.

With reference to equipment and spareparts, AVIONITEC Ltd. acts as sales agent of the manufacturer only and warrants only insofar as it can recourse to the manufacturer or deliverer of such equipment and spareparts. The warranty covers repair or replacement of bad workmanship or defective parts to the extend of invoice prices only and does not include any additional damages as for consequential or indirect losses.

Warranty expires, when AVIONITEC Ltd. is not given the possibility by mandator to convince itself of the objected defect or, if on special request of AVIONITEC Ltd., the avionics system or part, or if necessary the aircraft, are not immediately available.

3. Liability of AVIONITEC Ltd. for damages or loss of parts and equipment in its care is limited to wilful misconduct of its personnel and excludes all kind of consequential damages. It is not within the obligations of AVIONITEC Ltd. to arrange for coverage insurance for aircraft, parts and equipment held on behalf of the mandator within its premises, workshops or parking area.

4. All relations of the parties in connection with this order and its execution are ruled by Swiss Law. **In case of disputes the Arbitration Court of AEROSUISSE**, head association of the Aviation Firms and Organizations of Switzerland, Zurich, will have exclusive jurisdiction, upon which, both parties agree.