

General Terms and Conditions of Air Service Basel GmbH

General Terms and Conditions of Air Service Basel GmbH (hereinafter the “General Terms”)

Terms defined in these General Terms shall have the same meaning in the Main Contract and vice versa.

1. AREA OF APPLICATION

1.1. These General Terms shall

(i) apply to all services and/or work which AIR SERVICE BASEL provides and/or performs itself or delegates to third party subcontractors, and to all sales and deliveries of parts of aircraft or parts used in connection with the operation and maintenance of aircraft made or caused to be made by AIR SERVICE BASEL, and

(ii) form an integral part of the main contract and/or the specific underlying contractual relationship between AIR SERVICE BASEL and the client (hereinafter the “**Client**”), including but not limited to, offers, acceptances of orders, confirmations and any amendments and extensions thereto (hereinafter the “**Main Contract**”) even if not explicitly reiterated therein. **In the event of any ambiguity between the General Terms and the Main Contract, the Main Contract shall prevail.**

1.2. Notwithstanding clause 1.1. above, the General Terms may be amended or partially or fully waived in writing, such written document must be duly signed by AIR SERVICE BASEL.

2. OFFERS AND COST ESTIMATES

2.1. Offers and cost estimates submitted by AIR SERVICE BASEL shall be made without commitment. Contracts shall be effective only if confirmed in writing by AIR SERVICE BASEL and signed by all contractual Parties.

2.2. Written cost estimates submitted to the Client by AIR SERVICE BASEL shall be binding only if explicitly

mentioned, and - if so - only for the period specified therein.

3. SCOPE OF CLIENT ORDER

3.1. Each Client order shall be deemed to contain the Client's authorization and approval for AIR SERVICE BASEL to carry out or cause to be carried out all such services and/or work as shall be necessary to duly complete the order.

3.2. AIR SERVICE BASEL shall be authorized to delegate any services and/or work ordered by the Client to a subcontractor without prior notice to the Client or obtaining the Client's specific consent thereto.

4. PRICES

4.1. Prices fixed under the Main Contract shall apply exclusively for such services, work and/or supplies as are agreed on thereunder between the Parties. Any supplementary services, work and/or supplies, not provided for in the Main Contract, shall be charged to the Client separately and additionally.

4.2. In regard to services, work and/or supplies for which no fixed price is agreed on, AIR SERVICE BASEL shall apply the prices it currently charges for the service, work and/or supply concerned.

4.3. All prices shall be net ex-works (or ex site of performance). Any subcontractor's price increases, foreign exchange rate fluctuations, import duties, taxes or any other dues increasing AIR SERVICE BASEL's cost basis shall be borne by the Client even if they occur subsequent to the dispatch of AIR SERVICE BASEL's confirmation of order or commencement of work. Agreed prices and/or fees stated in the Main Contract are exclusive of Value Added Tax (VAT) and any other taxes or duties, which will be charged additionally in accordance with applicable law and regulations.

5. TERMS OF PAYMENT

5.1. If not otherwise provided for in the

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Main Contract, any of AIR SERVICE BASEL's invoices issued under or in connection with the Main Contract is payable and due upon receipt of the respective invoice by the Client. Under no circumstances, in particular not due to alleged or actual deficiencies of work performed or parts delivered the Client shall be entitled to withhold or delay payments or part payments of invoices for services and/or work performed and/or parts delivered by AIR SERVICE BASEL.

5.2. Complaints concerning invoices shall be submitted in writing or by confirmed email within ten days upon the receipt of the respective invoice. If no complaint is received within ten days, invoices shall be deemed to have been accepted by the Client.

5.3. Invoices shall be paid by the Client without any deduction whatsoever. AIR SERVICE BASEL 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 on the account of AIR SERVICE BASEL for free disposal by the latter.

5.4. Without AIR SERVICE BASEL's prior written approval, the Client shall not be entitled to assign any rights or liabilities under or arising from the Main Contract nor to offset any claims the Client may have against the claims of AIR SERVICE BASEL.

6. LIABILITY AND INSURANCE

Unless otherwise provided for in the Main Agreement, the following shall apply:

6.1. To the fullest extent the applicable law permits, any liability of either Party to the other Party or any third party shall be excluded unless a Party's losses, damages or expenses result directly from the gross negligence or wilful misconduct of the damaging Party. In particular in the event of malfunction of or damage to the contractual object, or of theft of such during the time it is

in the custody of AIR SERVICE BASEL, irrespective of any legal basis the Client might have, AIR SERVICE BASEL shall not be liable and shall be held free and harmless by the Client from any direct or indirect claim howsoever arising, except such damage is caused by AIR SERVICE BASEL's acts or omissions of gross negligence or wilful misconduct. AIR SERVICE BASEL recommends the Client to remove all valuables from the aircraft and/or its premises.

6.2. Neither Party shall be liable to the other Party or any third party for any consequential loss nor for special damages, indirect damages, loss of profits, loss of revenue or loss of use.

6.3. Each of the Parties shall defend, indemnify and hold harmless the other Party (including its officers, employees and/or agents) against all and any third party claims to the extent that such claims arise out of any material breach by the indemnifying Party (its officers, directors, employees and/or agents) of any of its obligations under the Main Contract and/or the General Terms, or from the indemnifying Party's (its officers', directors', employees' and/or agents') gross negligence or wilful misconduct.

6.4. AIR SERVICE BASEL shall not be obliged to insure the contractual object, in particular any aircraft and/or any aircraft parts entrusted to it by the Client. The Client alone shall be responsible for procuring adequate insurance coverage for the contractual object.

7. MISCELLANEOUS

7.1. **Severability.** The invalidity of one or several provisions of the Main Contract and/or the General Terms shall not affect in any way the validity and enforceability of the remaining provisions. The Parties hereto agree to undertake to replace such invalid, illegal and/or unenforceable provisions by new provisions, which will approximate as closely as possible the result intended by the parties. The same shall apply in the case of an omission.

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7.2. Assignment. The Main Contract together with the General Terms or any of the rights or obligations thereunder shall not be assigned by either Party without prior written consent of the other Party.

7.3. Entire Agreement and Amendments. The Main Contract together with the General Terms which form an integral part thereto, except otherwise agreed by AIR SERVICE BASEL pursuant to clause 1.2 hereabove, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. Any changes or modifications of the Main Contract and/or the General Terms must be in writing and signed by authorized representatives of the Parties.

7.4. Confidentiality. Except (i) as may be required by law, ordered by a court of competent jurisdiction, government agency or any competent authority, customs and tax authorities; or (ii) to the extent expressly authorized in writing by the other Party, neither Party may disclose to a third party the terms of the Main Contract or any information provided by the other Party.

7.5. Titles and Headings. Titles and headings to clauses and sections in the Main Contract and/or herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Main Contract and/or the General Terms.

7.6. Force Majeure. If any Party is delayed or prevented from the performance of any obligation and/or act required under the Main Contract by reason of any act of god, act of nature, including any epidemic or pandemic disease, fire, act and/or decree of any governmental body or state, war, civil commotion, riot, embargo, strike, labour dispute, or whatever reason beyond the control of the Party, performance of such act and/or obligation shall be excused for the period of such event provided that if such interference lasts for any period in excess sixty (60) days either Party may terminate

the Main Contract by written notice to the other Party. For the avoidance of doubt, any amount owed by the Client to AIR SERVICE BASEL under the Main Contract shall be duly paid.

7.7. Counterparts. The Main Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7.8. Notices. Any notices or communications (other than with respect to ordinary course notices which may be sent by confirmed email only) shall be deemed duly served (i) in the case of delivery by hand, on the date of personal delivery, and (ii) in the case of registered mail or courier, upon the second (2nd) business day after dispatch.

8. APPLICABLE LAW / PLACE OF JURISDICTION

8.1. The Parties hereto agree that the Main Contract (as defined in clause 1.1(ii) above) entered into between AIR SERVICE BASEL and the Client as well as these General Terms shall be interpreted and governed by the **laws of Switzerland** without giving effect to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, will not apply.

8.2. For all disputes arising out of or in connection with the Main Contract and/or these General Terms, including the breach, termination, validity, or invalidity thereof, the place of jurisdiction shall be **the ordinary Courts of the Canton of Basel-Stadt, Switzerland.**
