

April 2026

General Purchase Terms and Conditions

(aviationscouts GmbH)

1. SCOPE OF APPLICATION AND PRIORITY

1.1 These General Purchase Terms and Conditions ("GPTC") apply to this contract for work and services and other procurement contracts entered into by the Buyer with the Supplier concerning aviation-related materials, components, parts, equipment or assemblies ("Parts"), irrespective of their condition.

1.2 Parts may include, without limitation, new parts, used parts, overhauled or repaired parts, parts in "serviceable" or "as removed" condition, including rotables, consumables, expendables, interior components and any other materials traded on the aviation spare parts market.

1.3 These GPTC also apply to ancillary services directly related to the procurement of Parts, unless Repair or MRO Services are expressly ordered pursuant to Annex A.

1.4 Deviating, conflicting or supplementary terms of the Supplier shall not apply unless expressly accepted by the Buyer in text form.

1.5 Individual agreements shall prevail over these GPTC.

1.6 Any deviation from, amendment to, or waiver of these GPTC shall be valid only if expressly approved in writing by the Buyer's management. No conduct, course of dealing, or failure to enforce any provision shall be deemed a waiver unless confirmed in writing by the Buyer's management.

2. ORDERS AND ACCEPTANCE

2.1 Orders shall be binding only if issued or confirmed by the Buyer in text form.

2.2 The Supplier shall confirm orders within three (3) days or execute them without reservation.

2.3 The Purchase Order constitutes the entire agreement between the parties and acceptance is limited to the terms and conditions stated herein. Any terms or conditions proposed by the Supplier that are inconsistent with, additional to, or different from these terms and conditions shall not apply unless discussed and mutually agreed in writing by the parties. The Supplier's confirmation, commencement of performance, shipment or delivery of the Parts or Services shall constitute acceptance of this Purchase Order and these GPTC. Any deviations stated in an order confirmation shall become effective only upon the Buyer's prior written consent.

3. DELIVERY, DELAY AND CONTRACTUAL PENALTY

3.1 Unless a specific delivery date has been expressly agreed, the Supplier shall dispatch the Parts without undue delay and within a reasonable time frame customary in the aviation spare parts market.

3.2 Where a specific delivery date has been agreed, such delivery date shall be binding.

3.3 The Supplier shall immediately notify the Buyer of any actual or threatened delay, stating the reasons for such delay and the expected duration. Notification of a delay shall not constitute an extension of the agreed delivery time or release the Supplier from default. Further statutory claims remain unaffected.

4. TRANSFER OF RISK AND TITLE

4.1 Risk of loss or damage shall pass to the Buyer only upon delivery at the agreed place of performance or acceptance, if applicable.

4.2 Title shall pass to the Buyer upon delivery, free of any retention of title, unless expressly agreed otherwise.

5. QUALITY, TRACEABILITY AND DOCUMENTATION

5.1 The Supplier warrants that all Parts comply with the contractually agreed condition, specifications and descriptions, applicable aviation regulations and generally accepted industry standards.

5.2 For life-limited parts (LLP), full traceability back to the original manufacturer and/or approved source, including complete back-to-birth documentation as contractually required, constitutes a mandatory requirement and shall be provided together with the delivery. Any missing, inconsistent, illegible or unauthentic record constitutes a nonconformity.

5.3 For Parts that are not subject to life-limited or back-to-birth requirements, the Supplier shall deliver the documentation that was provided to the Buyer prior to conclusion of the purchase. Such documentation shall be complete, accurate, legible, authentic and consistent with the agreed condition and description of the Parts.

5.4 Failure to comply entitles the Buyer to reject the delivery, withhold acceptance, require replacement, withdraw from the contract and/or claim damages.

6. WARRANTY

6.1 Statutory warranty rights shall apply, supplemented by this clause.

6.2 Unless otherwise specified in the Purchase Order, the warranty period shall be twelve (12) months from delivery or acceptance, as applicable.

7. LIABILITY

7.1 The Supplier shall be liable in accordance with the applicable statutory provisions, subject to the provisions of this Article 7.

7.2 The Supplier shall indemnify and hold the Buyer harmless from third-party claims arising from defects of the Parts, provided that and to the extent such defects are attributable to the Supplier.

7.3 The Supplier shall not be liable for third-party claims to the extent such claims are caused by (i) improper installation, use or operation of the Parts, (ii) maintenance, repair or modification performed by parties other than the Supplier, (iii) non-compliance with applicable operating, storage or maintenance instructions, or (iv) specifications, data or instructions provided by the Buyer.

7.4 The above limitations shall not apply in cases of mandatory statutory liability, in particular in cases of intent, gross negligence or injury to life, body or health.

8. INSURANCE

The Supplier shall maintain adequate business and product liability insurance covering aviation risks and shall provide evidence upon request.

9. PAYMENT TERMS

Unless otherwise specified in the Purchase Order or Repair Order, payment terms are Net-30 days.

10. UNAPPROVED PARTS / SUSPECTED UNAPPROVED PARTS

10.1 The Supplier warrants that no Parts delivered are unapproved, suspected unapproved parts (SUP), bogus parts, counterfeit parts, or parts otherwise not eligible for installation under applicable aviation authority regulations.

10.2 If the Buyer identifies or reasonably suspects that a part is an unapproved or counterfeit part, the Buyer may immediately quarantine the part, suspend use and acceptance, and require the Supplier to promptly provide supporting evidence of authenticity and eligibility.

10.3 If an unapproved or counterfeit condition is confirmed, the Buyer shall be entitled to immediate rejection, full refund, indemnification, and reporting to the relevant aviation authorities.

11. RIGHT OF INSPECTION AND TESTING

The Buyer shall have the right to inspect, test and verify the Parts upon delivery and, where commercially reasonable, prior to shipment. Inspection or acceptance shall not constitute a waiver of any warranty or other rights.

12. PACKAGING

The Supplier shall package, preserve and label all Parts in accordance with applicable OEM, industry and regulatory standards, in accordance with transportation regulations and good commercial practice, ensuring protection against damage, corrosion and deterioration. No additional fee will be charged for packing and packaging unless specifically agreed to in writing.

13. FORCE MAJEURE

Neither party shall be liable for failure or delay caused by events beyond its reasonable control (force majeure), provided that the affected party promptly notifies the other party and uses reasonable efforts to mitigate the effects.

14. TERMINATION

The Buyer may terminate the contract, in whole or in part, for convenience upon written notice. In such case, the Supplier shall be entitled only to payment for conforming Parts or Services already delivered or performed.

15. NO PMA / DER PARTS WITHOUT EXPLICIT CONSENT

15.1 Parts manufactured under PMA, TSO, DER repair or equivalent approvals shall only be supplied if expressly approved in writing by the Buyer prior to delivery.

15.2 The Supplier shall disclose the approval basis (including any PMA, TSO, DER repair or equivalent) at quotation stage and in its order confirmation. Failure to disclose shall entitle the Buyer to reject the delivery and claim resulting costs and damages.

16. EXPORT CONTROL

16.1 The Supplier shall comply with all applicable export control, sanctions and trade compliance laws.

16.2 The Supplier shall complete, sign and comply with Annex B (Vendor Export Control and Sanctions Compliance Certification) as a condition for acceptance of any order.

16.3 The Buyer may suspend or terminate the contract without liability if continued performance would result in a violation of such laws, or if the Supplier breaches Clause 16.1 or 16.2.

17. AUDIT RIGHTS

17.1 The Buyer may conduct quality and compliance audits upon reasonable prior notice, limited to aviation-relevant areas and records related to the performance of the contract, including traceability, release documentation, storage, handling and subcontractor control.

17.2 The Supplier shall grant access during normal business hours and shall provide all relevant documents and records.

17.3 In case of serious quality concerns, suspected unapproved parts, or regulatory risk, audits may be conducted on short notice.

18. CONFIDENTIALITY AND CODE OF CONDUCT

18.1 All confidential information shall be kept confidential for five (5) years after contract completion.

18.2 The Supplier shall comply with the Buyer's Supplier Code of Conduct, which forms an integral part of the contractual relationship.

19. GOVERNING LAW AND JURISDICTION

19.1 These GPTC shall be governed by the laws of the Federal Republic of Germany, excluding CISG.

19.2 Exclusive place of jurisdiction shall be the Buyer's registered office.

Annex A – Repair and MRO Services

A1. SCOPE OF REPAIR SERVICES

This Annex A applies exclusively where the Buyer orders repair, overhaul, modification, inspection or other maintenance services for Parts ("Repair or MRO Services") and expressly references this Annex A in the purchase order.

A2. REGULATORY COMPLIANCE

Repair or MRO Services shall be performed exclusively by appropriately approved and qualified organizations, personnel and facilities in compliance with all applicable aviation authority requirements (e.g. EASA, FAA).

A3. PERFORMANCE AND TARGET CONDITION

A3.1 Repair or MRO Services constitute a contract for work. The Supplier owes the achievement of the agreed target condition (e.g. "serviceable" or "overhauled").

A3.2 Any deviation from the agreed scope of work or approved data requires the Buyer's prior written approval.

A3.3 All Repair or MRO Services shall be performed strictly in accordance with current, approved maintenance data, manuals and service bulletins.

A3.4 The Supplier shall not perform any repair, overhaul, modification or maintenance using non-OEM methods, approvals or data, including but not limited to DER, PMA, DICA, or similar non-OEM sources, unless expressly authorized in writing by the Buyer prior to execution. Any such work performed without prior written authorization from the Buyer shall be at the Supplier's sole risk and expense, and the Buyer shall have the right to reject the affected Parts or Services, request rework, and claim damages arising from non-compliance.

A4. TURN-AROUND-TIME (TAT)

Agreed turnaround times are binding. The Supplier shall immediately notify the Buyer of any actual or threatened delay.

A5. FINDINGS, SCRAP AND BER

Findings shall be reported without undue delay. Scrap, BER or disposal decisions require the Buyer's prior instruction. Disposal without consent is prohibited.

A6. RELEASE TO SERVICE AND DOCUMENTATION

Upon completion of Repair or MRO Services, the Supplier shall deliver the Parts in the agreed target condition together with complete, accurate and authentic release documentation (e.g. EASA Form 1, FAA 8130-3), work reports and updated traceability records. All repair documentation must be retained and stored in accordance with EASA, FAA and CAA regulations for a minimum of five (5) years.

A7. ACCEPTANCE

Acceptance shall occur only upon delivery of the Parts in target condition together with complete documentation.

A8. WARRANTY FOR REPAIR AND MRO SERVICES

Unless otherwise specified in the Repair Order, the Supplier warrants Repair or MRO Services for twenty-four (24) months from acceptance.

A9. LIABILITY FOR REPAIR AND MRO SERVICES

The Supplier shall indemnify and hold the Buyer harmless from third-party claims arising from defective Repair or MRO Services or resulting defects of the Parts, to the extent such claims are attributable to a breach of duty by the Supplier.

A10. INSURANCE

The Supplier shall maintain adequate insurance covering Repair or MRO Services and resulting aviation risks.

Annex B – Vendor Export Control and Sanctions Compliance Certification



VENDOR EXPORT CONTROL & SANCTIONS COMPLIANCE CERTIFICATION

aviationscouts GmbH conducts its procurement and resale activities in strict compliance with applicable European Union (EU) and United States (U.S.) export control and sanctions regulations. As the supplier of goods and/or services to aviationscouts GmbH, the undersigned Vendor hereby certifies and agrees as follows:

1. I (we) certify that the goods supplied to aviationscouts GmbH are lawfully obtained, free from undisclosed encumbrances, and not directly or indirectly sourced from, exported from, re-exported from, routed through, financed by, or otherwise connected to restricted or sanctioned countries or territories, including but not limited to Cuba, Iran, North Korea, Syria, Sudan, Crimea, or Russia, unless duly authorized by the competent authorities.
2. I (we) certify that neither our company, nor its parent entities, subsidiaries, affiliates, beneficial owners, directors, officers, or key management personnel are listed on any applicable sanctions or restricted parties lists, including but not limited to the EU Consolidated Sanctions List, the U.S. Denied Persons List, or the U.S. OFAC Specially Designated Nationals (SDN) List.
3. I (we) certify that we have not engaged, and are not currently engaged, in transactions in violation of applicable EU or U.S. sanctions involving sanctioned Russian entities or embargoed regions, and that the goods supplied are not linked to any sanctioned Russian individual or entity.
4. I (we) certify that the goods supplied are not subject to undisclosed export control restrictions and that all applicable export classifications (including but not limited to EAR, ITAR, or EU Dual-Use status, where applicable) have been accurately determined and disclosed to aviationscouts GmbH. Upon request, we will provide written confirmation of export classification and licensing status.
5. I (we) confirm that the goods may be lawfully resold, transferred, or re-exported by aviationscouts GmbH in compliance with applicable export control and sanctions regulations. Any required export licenses or authorizations applicable to the original export have been or will be properly obtained.
6. I (we) confirm that the goods are not intended for use in connection with nuclear, chemical, or biological weapons, missile systems, restricted military programs, or other prohibited end uses without required governmental authorization.
7. I (we) undertake to immediately notify aviationscouts GmbH in writing of any change in circumstances that may affect the accuracy of this certification.
8. I (we) acknowledge that aviationscouts GmbH relies on this certification for compliance, resale, and regulatory purposes within the aviation industry. We agree to indemnify and hold harmless aviationscouts GmbH against losses, penalties, or damages arising from any inaccurate, incomplete, or misleading representation contained herein.

This certification remains valid and binding for the duration of the commercial relationship unless formally updated in writing.

Certification

By signing below, I confirm that I am duly authorized to legally bind the Vendor and that the above statements are true, accurate, and complete.

Date *(dd/mm/yyyy)* _____

Vendor Company Name:
(Legal Entity) _____

Vendor Registered Address _____

Name, Surname of Authorized Signatory _____

Title of the Undersigned _____

Signature
(wet signature or el. signature) _____

Annex C - Supplier Code of Conduct

1. COMPLIANCE AND ETHICS

Suppliers shall comply with all applicable laws and regulations, including anti-corruption, competition, export control and sanctions laws.

2. HUMAN RIGHTS AND LABOR STANDARDS

Suppliers shall respect internationally recognized human rights and comply with the core labor standards of the International Labour Organization (ILO).

3. ENVIRONMENTAL RESPONSIBILITY

Suppliers shall comply with applicable environmental laws and make reasonable efforts to minimize adverse environmental impact.

4. SUPPLY CHAIN RESPONSIBILITY

Suppliers shall use best efforts to ensure that their subcontractors and suppliers comply with this Supplier Code of Conduct.

Subcontracting by the Supplier shall be subject to the Buyer's prior written consent.

5. AUDITS AND COOPERATION

Suppliers shall cooperate with reasonable audits conducted in connection with this Supplier Code of Conduct.