



GCB MDW Engineering GmbH

1. Scope of Validity

These General Conditions of Business ("GCB") are valid for all services supplied by MDW Engineering GmbH. Where the context permits or requires, references in the GCB to "services" includes any work, goods or parts provided by MDW Engineering GmbH. These GCB prevail over any other standard terms of business proposed by the Customer and any conflicting terms in any of the Customer's documents given to MDW Engineering GmbH at any time are null and void. These GCB shall not be amended unless both parties do so in writing.

2. Offers and Conclusion of Contract

Offers which do not contain an acceptance period shall not be binding. The contract shall be deemed to have been concluded when the Customer acknowledges acceptance of MDW Engineering GmbH offer. The contract shall include these GCB.

3. Scope of Supply

Where there is an order acknowledgement form from MDW Engineering GmbH, the scope of the services, works or goods supplied shall be as there specified and any appendices attached. Customers are encouraged to request a copy of an order acknowledgement form when placing an order.

4. Technical Documents

4.1 The Customer shall supply at its cost all technical documentation necessary for performing the services. If EASA Part -145 (European Aviation Safety Agency) is applicable to the work performed, the Customer must provide a written statement specifying the current status of the work instruction.

4.2 Each party to the contract retains all rights to technical documents provided to the other. The party receiving such documents recognises these rights and shall not (without the prior written consent of the other party) make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were provided.

5. Obligations of MDW Engineering GmbH

MDW Engineering GmbH shall perform the services in a workmanlike manner using qualified personnel and in case necessary third party companies. MDW Engineering GmbH may subcontract any services to be performed by it.

6. Obligations of the Customer

6.1 The Customer shall inform MDW Engineering GmbH, by the time of the order at the latest, of any regulations and standards relating to the execution of the order. In particular it is the Customer's responsibility to specify any health and safety issues involved. MDW Engineering GmbH may stop any work if the safety of any personnel is in any way in doubt.

6.2 The Customer shall do everything necessary so that the services can be started on time and carried out without hindrance or interruption.

7. Prices

7.1 Unless a price has been agreed in writing as per Contract or Purchase Agreement, MDW Engineering GmbH shall invoice the Customer for the services on a time and materials basis at the rates applicable at the time of execution of the services. MDW Engineering GmbH may also invoice other incidental costs and expenses incurred in performing the services.

7.2 Where services are provided for a fixed price agreed in writing, the fixed price covers the services to be provided by MDW Engineering GmbH provided that all preliminary services are carried out and completed by the Customer on time and that services can proceed smoothly and with no hindrance due to matters beyond MDW Engineering GmbH control. The Customer shall also pay for the costs of any extra services which must be carried out by MDW Engineering GmbH due to reasons beyond MDW Engineering GmbH control and for any additional services required by the Customer or otherwise.

7.3 Taxes, dues, fees and the like, which have to be paid by MDW Engineering GmbH in connection with the contract, are charged to the Customer.

7.4 Prices are payable in the currency of MDW Engineering GmbH invoice and, unless otherwise specified, prices are net ex works Zurich (EXW according to Incoterms 2010), exclusive of packaging, sales taxes and further dues.

8. Terms of Payment

8.1 Prices and costs are invoiced prior performance of services and shall be paid by the Customer within the agreed payment terms in the Purchase Agreement.

8.2 The Customer shall make all payments to MDW Engineering GmbH by wire transfer to MDW Engineering GmbH account at Zürcher Kantonalbank, 8010 Zurich, Switzerland, IBAN: CH15 0070 0110 0049 9390 1. All payments shall be made in full without any deduction, defence, set-off, counterclaim, recoupment or other right of any kind or for any other circumstance.

8.3 If the Customer fails to make payment on the due date, the Customer shall pay interest on the overdue amounts from the due date to the date of payment in full at a monthly rate of 5%. Payment of default interest shall not release the Customer from paying the sums due under the terms of the contract.

8.4 Subject to applicable law, MDW Engineering GmbH has a general and a particular lien and the right to withhold any of the Customers' property or goods in MDW Engineering GmbH possession until all monies payable to MDW Engineering GmbH have been paid in full.

9. Time Schedule

9.1 Any time limit for the completion of the services is only binding if accepted by MDW Engineering GmbH in writing. MDW Engineering GmbH shall commence the services when all preliminary requirements have been complied with.

9.2 The agreed duration of services shall be extended if instructions, material, tools or other support that the Customer agrees to provide to MDW Engineering GmbH to carry out the services are not provided on time, or if the Customer subsequently changes such instructions or does not comply with its contractual obligations (in particular comply with the terms of payment), or in the case of circumstances beyond MDW Engineering GmbH control.

10. Inspection and Acceptance of Services

10.1 In some cases, by prior appointment, MDW Engineering GmbH may allow the Customer reasonable access to part of its premises to inspect work being carried out. Such access will be subject to such conditions as MDW Engineering GmbH may stipulate.

11. Risk of Damage and Loss

11.1 The Customer assumes the risk of loss or damage immediately upon completion of the services by MDW Engineering GmbH or, in the case of goods, when MDW Engineering GmbH makes the goods available for collection.

11.2 In the case of delayed delivery or dispatch or service performance caused by the Customer or by circumstances beyond MDW Engineering GmbH control, risk of damage and loss passes to the Customer at due time of delivery or dispatch or service performance.

12. Warranty

12.1 MDW Engineering GmbH warrants that the services carried out by MDW Engineering GmbH or its sub-contractors under the contract will be free from defects in workmanship. The extent of MDW Engineering GmbH' liability is limited to rectifying such defects in workmanship free of charge to the Customer. This warranty is further limited to defects established within six (3) months after completion of the services or when the goods are made available for collection.

12.2 No warranty or protection is provided if the Customer or a third party undertakes modifications or repairs without MDW Engineering GmbH' written consent.

12.3 Where MDW Engineering GmbH carries out services under a warranty claim, MDW Engineering GmbH warrants that such services meet the warranty terms in paragraph 12.1 of these GCB provided that the length of this further warranty shall not extend beyond the original warranty period.

12.4 The warranty shall not apply if deficiencies occur which are due to poor material, design, construction or inadequate implementation or beyond MDW Engineering GmbH' control including natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive/overexerted use, unsuitable means of production, chemical or electrolytical influences and abnormal where and there.

12.5 Any other claims of the Customer concerning deficiencies or defects are excluded.

13. Liability

13.1 MDW Engineering GmbH shall be liable to the Customer only for property damage caused by its personnel through wilful misconduct or gross negligence during the performance of the services or during the repair of any deficiencies. The total liability under the contract shall not exceed CHF 5'000 (five thousand Swiss francs). In case of personal injury, the statutory liability shall apply.

13.2 Save in the case of wilful misconduct, MDW Engineering GmbH shall not be liable to the Customer for production shut down, loss of profit, loss of use, financial damages, economic, consequential or incidental losses and losses resulting from a delay or interruption during performance of services.

13.3 In addition, any further claims by the Customer, in particular for the compensation of any kind, regardless of their legal basis, shall be excluded.

14. Force Majeure

14.1 Save that all payments must be made on time, in other cases no delay or failure to perform by either party shall give rise to any claim for any losses including anticipated profits if caused by Force Majeure.

14.2 "Force Majeure" means an occurrence beyond the control and without fault or negligence of the party affected and which the party cannot prevent or provide against by exercising reasonable diligence. It includes act of God or public enemy, expropriation or confiscation of facilities, any form of Government intervention, hostilities, rebellion, terrorist activity, local, national or regional emergency, sabotage, riots, floods, unusually severe weather conditions which could not reasonably be anticipated, fires, explosions or other catastrophes, strikes or any other concerted act of workmen or other similar occurrences.

14.3 If any delay or failure in performance caused by Force Majeure continues for seven (7) days or more, either party may terminate the contract by giving seven (7) days' notice in writing.

15. Unenforceability

If any term in the contract or these GCB is ineffective, this shall not affect the validity of the remaining terms. The parties agree to replace ineffective terms with new ones, which are consistent as far as possible with the economic objectives of the contract.

16. Confidentiality

Information contained in MDW Engineering GmbH' offers and/or contracts is intended for the exclusive use to the Customer. Any distribution, copying, publicising or other disclosure to third parties without prior written consent of MDW Engineering GmbH is prohibited.

17. Export Regulations

The Customer agrees to comply with any export requirement or restriction imposed by European Union or the United States of America and any jurisdiction to which the Customer may direct any part, in each case that may be applicable to the services provided under the contract. The Customer shall not export or re-export any part to any country subject to such requirements or restrictions.

18. Language

These GCB may be made available in a number of languages. However in the case of any question of interpretation or difference in translation, the English version shall prevail.

19. Applicable Law and Jurisdiction

19.1 The governing law of the contract is the law of Switzerland. All disputes arising out these GCB and/or the contract shall be brought before the competent courts in the Canton of Zurich, Switzerland.