



## **Lowland Aerospace General Terms and Conditions of Sale**

### **1 Applicability**

These General Conditions of Sale are part of every supply of goods between Lowland Aerospace (hereinafter referred to as LA) and Buyer. Supply of goods includes any delivery obligation from LA such as repair, overhaul or any other maintenance task performed thru LA or any other delivery or service. Buyer's conditions of purchase, its purchase order terms, nor any of Buyer's other terms or conditions at variance with those set forth herein shall apply unless agreed to by LA in writing. The terms herein, including but not limited to arbitration, shall in all events supersede and control the sale of goods by LA.

### **2 Pricing and deliveries**

Unless otherwise stated, prices include the cost of standard packaging. Delivery terms are EXW (Ex Works) LA's facility in accordance with incoterms 2010, unless stated differently. Buyer agrees it shall pay any and all shipping charges, taxes, duties, imposts or other charges. If LA has paid any charge on behalf of the Buyer, the Buyer is required to reimburse LA in full and on time. Unless otherwise stated, delivery will take place at time the goods are released to the transport company. In case

Buyer fails to pay in full and in a timely fashion its designated forwarder/transporter for freight and related charges and the forwarder subsequently charges LA for these costs, LA shall hold Buyer liable for any such charges including interest and handling charges, and legal and collection fees.

### **3 Title and risk**

LA will retain ownership of goods sold until LA has received payment in full from Buyer. Buyer also grants a purchase money security interest in the goods to LA and LA may execute and file financing statement(s) to record its security interest. Risk of loss or damage to the goods shall pass from LA to Buyer at delivery of the goods to the transport company in accordance with Art. 2. Buyer assumes full responsibility for selection of the goods, their application and use and results thereof.

### **4 Delivery times**

Delivery times indicated are approximate. For consequences of delays in delivery, including lack of advice thereof, LA shall not be held responsible by Buyer.

### **5 Payment**

Payment is due to LA, without offset or deduction, within 14 days net after date of (Proforma) invoice or as otherwise agreed to at time of order acceptance/confirmation. After expiry of the agreed upon payment terms, interest is due based on the US Prime Rate as published in the Wall Street Journal, increased by 10%. Costs associated with the establishment of a Letter of Credit, including any bank charges shall be for the account of the Buyer and may not be deducted from the invoiced amount. Buyer agrees to pay all costs of collection, including legal fees, if amounts owing to LA are collected by or through an attorney at law or collection agency. Time is of the essence as to payment obligations of Buyer. LA has the right to take full ownership of goods after 6 month of (Pro Forma) Invoice and payment remains open.



## **6 Acceptance**

Complaints, claims and losses regarding the goods or short-shipments are to be made within 10 days after receipt of the goods. After this period goods are considered accepted. Replacement, repair or reimbursement can only take place after written consent by LA.

## **7 Cancellation**

A purchase order placed by Buyer and confirmed by LA cannot be cancelled by Buyer without LA's written consent. Buyer is fully liable for any applicable cancellation charges up to the sales price of the parts and/or services ordered.

## **8 Limited warranty**

Goods are warranted only in accordance with the limited warranty of the manufacturer of the goods supplied. Buyer acknowledges that LA is passing through to Buyer only the manufacturer's warranty for the goods and that Buyer and the ultimate purchaser shall look solely to the manufacturer of the goods for all warranty claims, defects and the like. Buyer hereby waives, releases and renounces all other warranties, guarantees, representations, obligations and liabilities of LA and acknowledges that LA *makes no warranty either express or implied and makes not warranties of merchantability or any warranty of fitness for particular purpose.*

## **9 Liability and indemnity**

In no event shall either party be liable for, nor shall either party recover for any incidental or consequential losses, expenses or damages, except that Buyer shall indemnify and hold LA harmless for all losses, expenses and damages claimed or incurred by third parties, which may occur in connection with the goods sold or use of the goods. Buyer shall look solely to the manufacturer as to any alleged patent, copyright or trademark infringement claims.

LA's sole and exclusive maximum liability, whether based in contract, tort, or otherwise, shall not in any event exceed the purchase price actually paid by Buyer for the particular goods at issue.

## **10 Confidentiality**

All pictures, samples, documents and/or pricing submitted in any form whatsoever, including hardcopy or electronic medium, in connection with quotations or orders, will remain property of LA. Under no circumstances is it allowed to show, hand, copy or submit such to third parties without express prior written consent by LA.

## **11 Changes**

Any change to these Conditions of Sale must be in writing and issued by LA.

## **12 Compliance with laws & regulations**

Sale, assignment or transfer of the goods or data, supplied by LA, shall comply with all applicable export laws and regulations. Buyer shall prevent the sale, assignment or transfer of parts or services to persons, which are denied, debarred or sanctioned by the United Nations or by the governments of the USA or the European Community. Upon request, Buyer informs LA about the final end-user, the application of the goods and the other parties involved in the transfer of the goods to the end-user.



LA is allowed to cancel the order from Buyer, without being held liable for any cancellation charges including penalties of Buyer's customers, when the supply of the goods (directly or indirectly) is prohibited by the United Nations or by the governments of the USA or the European Union or when Buyer does not provide the requested end-user data.

### **13 Applicable law & arbitration**

Any controversy or claim arising out of or relating to Buyer's purchase, use or supply of goods by LA to Buyer, including, without limitation, arbitrability and any dispute concerning the scope of this arbitration clause, shall be settled by binding arbitration, using one neutral arbitrator. The binding arbitration shall be held in The Hague, the Netherlands, using the English language, and administered by the International Chamber of Commerce using its rules and applying the substantive and procedural law of the Netherlands, without regard to its conflict of law rules. Judgment upon the award in any arbitration rendered by the arbitrator may be entered in any court of competent jurisdiction.

Koen G. Versseput,

A handwritten signature in blue ink, appearing to read "Koen G. Versseput", with a horizontal line underneath.

Lowland Aerospace  
(Sales) Director