

## General Terms and Conditions of Centaurium Aviation MRO Ltd (GTC)

### 1. Applicability and Validity

- 1.1 These GTC govern the signing, content and execution of contracts for sales, work and similar services by Centaurium Aviation MRO Ltd (hereinafter referred to as CAMRO) in the field of aircraft.
- 1.2 These GTC shall be deemed an integral part of the contract and accepted upon acceptance of CAMRO offer. General terms and conditions of the contractual partner are excluded.
- 1.3 In case of dispute, the German Version (AGB) is legally binding.

### 2. Offer and Order

- 2.1 If CAMRO submits an offer, it shall be valid for the period specified in the offer, but for no longer than 30 days.
- 2.2 If the contractual partner's order differs from the offer or the order confirmation, the offer or the order confirmation shall apply in each case, unless the contractual partner objects immediately upon receipt.
- 2.3 The contract shall come into effect upon written acceptance of the order or purchase by CAMRO or upon acceptance of CAMRO's offer by the contractual partner. CAMRO shall be entitled to accept and execute changes to the order made verbally by the Client, whereby any resulting additional expenses shall be invoiced additionally.
- 2.4 If no contract is concluded, or in the event of premature withdrawal or termination of the contract by the client, CAMRO shall be entitled to invoice the services provided (dismantling, inspection and evaluation costs) on a time basis.

### 3. Subcontractors

CAMRO reserves the right to engage subcontractors to provide services if necessary.

### 4. Remuneration, packaging and prices

- 4.1 The remuneration shall cover the services agreed in writing in the contract. Unless expressly agreed otherwise in writing, it shall apply net, excluding taxes and duties (VAT, customs duties, etc.), ex CAMRO's location, without packaging and without deductions.
- 4.2 All supplementary costs such as consumables, expenses, packaging and transportation costs, insurance, customs duties, export, transit, import and other permits as well as certifications shall be borne by the contractual partner.
- 4.3 Packaging shall be invoiced separately by CAMRO and shall generally not be taken back.
- 4.4 CAMRO reserves the right to increase the hourly rates for its services and prices for its materials once a year. CAMRO reserves the right to increase prices due to currency fluctuations at any time without prior notice.

- 4.5 If an order requires services and/or deliveries from third parties, their respective prices shall apply at the time of performance and/or delivery.

### 5. Terms of payment

- 5.1 Unless otherwise agreed in writing, payments shall be due to CAMRO within 30 days of the invoice date without any deductions.
- 5.2 The payment deadlines shall also be met if the Services are delayed for reasons for which CAMRO is not responsible or if minor parts are missing or rectifications of defects are necessary.
- 5.3 CAMRO may demand advance payment for work and orders up to the amount of the expected, quoted final price. If the Client fails to make the advance payment on time, CAMRO shall not be obliged to commence work and may cancel orders (e.g. for spare parts), if still possible. It may interrupt work already commenced and withhold the requested delivery of the aircraft or its parts until payment has been received. In any case, the costs incurred to date and any third-party costs for ordered materials and/or services shall be reimbursed. Clause 13 (Right of retention) shall apply with regard to a possible utilization.

### 6. Reservation of ownership

- 6.1 The contractual items delivered shall remain the property of CAMRO until all claims arising from the contractual partner have been paid in full.
- 6.2 The contractual partner may only sell, pledge or assign delivered items as security once it has met all payment obligations arising from the contractual relationship in full.

### 7. Deadlines and delays

- 7.1 Delivery dates shall be deemed to have been met, if CAMRO has sent the notice of readiness for dispatch or acceptance to the contractual partner by the end of the delivery date.
- 7.2 If CAMRO is unable to meet a deadline for reasons for which it is not responsible (e.g. due to unfulfilled obligations to cooperate on the part of the contractual partner or the fault of third parties), CAMRO may extend the deadline by a reasonable period.
- 7.3 CAMRO shall not be bound by the agreed delivery date if the other party changes the order or the purchase (e.g. for materials). The same shall apply if it only becomes apparent after confirmation of the contract that additional material and/or additional work is required.
- 7.4 In the event of delays for which CAMRO is at fault, the contractual partner may withdraw from the contract. This shall be subject to the condition that the contractual partner has granted CAMRO a reasonable grace period. Work already performed and materials ordered shall be remunerated. CAMRO shall not be liable for compensation.

## 8. Early delivery / delay in acceptance

If the contractual partner delivers the aircraft or the parts to be worked on to CAMRO earlier than agreed, or if the contractual partner is in delay with acceptance, CAMRO shall be entitled to charge the contractual partner the hangarage or storage costs at the applicable rates.

## 9. Inspection and acceptance

- 9.1 The contractual partner must inspect the subject matter of the contract within 7 calendar days of acceptance and report any defects in writing, otherwise it shall be deemed approved.
- 9.2 If the acceptance test reveals insignificant defects, acceptance shall nevertheless take place upon completion of the acceptance test. CAMRO shall subsequently rectify any defects identified.
- 9.3 If the acceptance test reveals significant defects, acceptance shall be postponed. CAMRO shall rectify any defects found and notify the Contractor of a new acceptance date. There shall be no right to a reduction in price.

## 10. Prohibition of assignment and set off

- 10.1 The contractual partner may only assign rights and obligations under a contract with CAMRO to third parties with CAMRO's written consent.
- 10.2 The contractual partner's claims arising from the contractual relationship may not be assigned or pledged without CAMRO's prior written consent.
- 10.3 The contractual partner has no right of set off.

## 11. Place of performance

- 11.1 Unless otherwise agreed in writing, the place of performance shall be the location of CAMRO.
- 11.2 Use and risk shall pass to the contractual partner upon provision at the place of performance.
- 11.3 In the event of an unjustified refusal of acceptance or if the contractual partner fails to appear for acceptance, the acceptance date notified by CAMRO in writing shall be binding.

## 12. Shipping

CAMRO shall ship materials at the expense of the contractual partner. If the contractual partner wishes to use a specific carrier, a specific type of shipment or transport insurance, it shall notify CAMRO in good time (at least 7 days before shipment). The risk shall pass to the contractual partner when the goods are sent by post or, in the case of transportation by a forwarding agent, when the goods are made available at CAMRO's premises.

## 13. Special lien and pledge of chattels

For outstanding claims, CAMRO shall have the right of special lien according to Art. 895 et seq. ZGB on aircraft, parts thereof and material. In addition, there is a pledge of chattels pursuant to Art. 884 et seq. ZGB, and CAMRO is entitled to private realization after giving notice and setting a grace period of 10 days.

## 14. Liability

- 14.1 CAMRO shall be liable for the diligent performance of the order placed and for the careful selection and instruction of third parties the company engages for the performance of the order. CAMRO shall not be liable for errors and/or damage caused by third parties.
- 14.2 Any claims of CAMRO against third parties are hereby assigned to the contractual partner.
- 14.3 CAMRO shall only be liable for breaches of contract caused by gross negligence or willfully and only for direct damage and not for any further damage. In particular, claims for loss of operation, for the rental of a replacement machine, etc., i.e. for all further damage that may occur, are expressly excluded. The customer has to prove that he was not at fault.
- 14.4 The extent of any liability shall in any event be limited to the total amount of the invoice payable by the Client for the work carried out by CAMRO. The Client shall be liable to CAMRO for all damage caused by its employees or agents.
- 14.5 CAMRO shall not be liable to the Client for minor or moderate negligence, for indirect or further damages (in particular in the event of disruption, damage or theft of the aircraft while the aircraft is in the care, custody or control of CAMRO), regardless of the legal grounds. CAMRO recommends that the Client remove all valuables or personal items from the aircraft while it is not in its possession.

## 15. Warranty and guarantee

- 15.1 CAMRO warrants that the subject matter of the contract has the material and legal characteristics agreed in writing.
- 15.2 For work carried out by CAMRO, it shall guarantee the produced work for 12 months after delivery. The warranty provisions of third parties shall apply to the work and deliveries of such third parties.
- 15.3 Unless otherwise stipulated in the contractual document, warranty rights shall expire within 12 months of the transfer of risk. The contractual partner must give written notice of defects within 7 calendar days of their discovery.
- 15.4 If the subject matter of the contract is defective, CAMRO shall, at its discretion, either rectify the defect or supply a replacement. Further claims by the contractual Partner are expressly excluded.
- 15.5 The warranty does not cover damage due to normal wear and tear, inadequate maintenance, failure to comply with operating instructions, excessive use, unsuitable lubricants, chemical influences or other reasons for which CAMRO and the third parties involved are not responsible.

- 15.6 The contractual partner shall notify CAMRO in writing of any warranty claims. The costs of returning the parts covered by the warranty or transferring the aircraft to CAMRO's factory shall be borne by the contractual partner. If the warranty relates to services or material provided by third parties, the contractual partner shall bear the costs of CAMRO's labor costs for the removal or installation of the spare part or spare parts provided by the third party. The contractual partner may indemnify the third party in this respect.
- 15.7 The warranty shall be rendered null and void if the contractual partner or third parties make changes or repairs to the material or processed part in question without CAMRO's written consent.
- 15.8 If the contractual partner is in delay with payments, CAMRO may reject warranty claims.

## 16. Insurance

- 16.1 Unless otherwise agreed, the contractual partner shall also be responsible for insuring the aircraft for the duration of the order; this includes in particular insurance during inspection and acceptance flights.
- 16.2 CAMRO shall not be obliged to insure the Client's aircraft at any time. It is the sole responsibility of the Client to ensure that it has adequate insurance cover, even during a work order.

## 17. Confidentiality

The parties shall treat as confidential all information that is neither in the public domain nor generally accessible and shall use it exclusively to fulfill the purpose of the contract concluded. The parties shall also ensure confidential treatment by their employees and any specialists consulted. In case of doubt, the information shall be treated confidentially.

## 18. Data protection

- 18.1 In connection with the contract subject to these GTC, each party may obtain access to personal data (e.g. name, functions, business units, contract details and communication data) of employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") of the other party. The parties agree that they will each act as independent data controllers with respect to such Personnel Data, unless expressly agreed otherwise in writing. Personnel Data may only be processed within the scope of applicable law, using appropriate security measures (e.g. technical and organizational measures, etc.), and only for the purpose of entering into and performing the Contract, in particular orders, payment processing, customs, taxes, import/export management, customer relationship management, operational accounting and general administrative purposes. Each party shall inform its own personnel about the processing of personal data by the other party in accordance with applicable law. Further information on data processing at CAMRO is explained in the relevant data protection notices.

(see <https://centaurium-aviation-mro.com/en/privacy-policy/>)

- 18.2 CAMRO shall have the right to use the Client and the completed projects as a reference. The Client shall give its express consent to this.

## 19. Electronic signature

Each party agrees that the term "in writing" or "written form" includes electronic form and that all electronic signatures appearing on notices, documents or contracts are equivalent to written form in terms of validity, enforceability and reliability in accordance with this clause. A simple electronic signature is sufficient, unless a statutory provision stipulates otherwise. Electronically signed notices, documents or contracts may also be transmitted electronically.

## 20. Final Provisions

- 20.1 Should one or more provisions of these GTC be or become ineffectual or contain a contractual omission, this shall in no way affect or impair the validity, enforceability and legal effectiveness of the remaining provisions. In place of the invalid provision, a provision that comes closest to the economic intent of the parties shall be deemed to have been agreed from the outset. The same applies in the event of a omission.
- 20.2 For the duration of the contract and for two years after its termination, the Client is expressly prohibited from directly or indirectly enticing away, employing or commissioning CAMRO's employees without CAMRO's written consent (contractual non-solicitation clause). In the event of a breach of this obligation, the Client shall owe CAMRO a contractual penalty of CHF 50,000. However, CAMRO expressly reserves the right to assert additional claims for damages. Payment of the contractual penalty shall not release the Client from compliance with this non-solicitation clause.
- 20.3 In all other respects, Swiss law shall apply, to the exclusion of its rules on conflicts of laws (in particular the Federal Act on Private International Law of 18.12.1987). The Swiss Convention on Contracts for the International Sale of Goods is expressly excluded.
- 20.4 The parties shall initially attempt to settle any differences by mutual agreement. The exclusive place of jurisdiction shall be Belp (BE), headquarters of CAMRO.

Belp, February 2024