General Terms & Conditions of Sale & Delivery (GTC)

1. General and Scope
   1. AEROSET Technology GmbH (AEROSET) is an Austrian limited liability company.
   2. AEROSET contracts only with other companies and these GTC and conditions apply accordingly.
   3. For the business relationship between AEROSET and a Customer, the present terms and conditions apply in the version valid at the time of the offer or the conclusion of the contract.
   4. The GTC apply unless otherwise specified in Contract/Agreement. Legal Terms are defined in Contract/Agreement.

2. Order, Prices, Taxes and Delivery
   1. The order must be made in writing by accepting the AEROSET Offer.
   2. The Offer made by AEROSET can be accepted by Customer by the stated acceptance period of time binding for AEROSET within this period. In the Offer, Customer is informed of the scope of services, the dates and the terms and conditions. Acceptance of the Offer is only possible with regard to the deliverables and services offered. No contract is concluded for deliverables and services that are not part of the AEROSET Offer.
   3. If deviations from the Offer or other additions have been agreed, these will be recorded in writing.
   4. All prices quoted are based on the information available.
   5. The prices are quoted in Euro and any understood as “ex-works AEROSET, Austria.” Upon request of Customer, AEROSET may arrange packaging and/or transport to a place designated by Customer. In such cases, all costs incurred are borne by the Customer. If the Customer is responsible for insurance and freight and applicable custom duties, fees and charges (if any) shall be to the account of Customer.
   6. Prices are exclusive of, and Customer shall pay all, taxes, duties, levies, royalties, fees, or other similar charges imposed on AEROSET or on Customer by any taxing authority (other than taxes imposed on AEROSET income) related to Customer’s order and/or the services and supplies to be provided by AEROSET, provided such taxes are payable by Customer under an appropriate resale or exemption certificate.
   7. In case Customer is required by mandatory law to withhold and remit tax relating to Customer’s order, AEROSET is entitled to adjust its prices accordingly, taking into consideration any appropriate solution to minimize the impact of such withholding tax.
   8. The prices do not include any special (type) approval that might be required for use of delivered services/deliverables in the country of destination. Such approvals shall be obtained by Customer on his own initiative and at its own cost. Upon Customer’s request, AEROSET is prepared to assist Customer in technical aspects regarding such approval subject to separate reimbursement on a time and material basis.
   9. The prices do not include the costs of applying any specific standards, regulations or technical requirements other than those described in the Offer as being part of the standard, and supplies and services rendered will be performed to the extent reasonably possible, are rendered to the extent technologically achievable and feasible, and are subject to notification by Customer in due time and against separate agreement.
   10. AEROSET is obliged to deliver or perform only if Customer has fulfilled all of its obligations under the contractual relationship.
   11. AEROSET will announce the payment modalities on the respective invoice. In the event of any delay in payment by Customer, AEROSET is entitled to withhold its services and is not under any obligation to provide further services only after full payment of the uncorrected outstanding claim(s).
   12. Customer is obliged to pay default interest of 15% p.a. in the event of any delay in payment, and to pay for all necessary costs for appropriate debt collection and legal prosecution in accordance with the legal provisions.
   13. All delivered services and deliverables remain the property of AEROSET after despatch and handover to Customer until full payment of the purchase price and all other sums due.

3. Export and Import Licenses
   1. It is a requirement for publicity absent any other requirements requested by the Parties that an Offer, Quotation, ROM and any resulting order and/or delivery of services and supplies is subject to the granting of the necessary import and export licenses. The relevant authority and cost for obtaining such licenses shall be borne by the Customer. The Parties will make an all reasonable effort to assist the Customer shall make an all reasonable effort to assist the Customer in obtaining the necessary licenses promptly provide the necessary documents. AEROSET rejects any responsibility for, and shall not, at the sole discretion of the Customer, obtain or provide any special licensing required.
   2. In case the necessary export/import licenses cannot be obtained in due course, e.g., due to sanctions, embargoes or other import/export restrictions, the resulting cost to be borne by Customer.

4. Intellectual Property Rights and Software Licensing
   1. All intellectual property rights, including but not limited to the right to patents, copyrights, trademarks and design rights in the Hardware, Software and/or documentation delivered or supplied by AEROSET or in connection with this Contract shall remain at all times vested in AEROSET and/or its suppliers and licensors. Design drawings, software source code, data, models and the like are not included and will not be provided or licensed by AEROSET and/or its suppliers and licensors.
   2. AEROSET grants Customer a non-exclusive, non-transferable license valid during the operating life of the System owned, controlled or operated by the Customer or otherwise operated solely by the Customer or its partners in favor of the software licenses granted to the Customer whereby the version or release of the Software originated by AEROSET and delivered hereunder. Use shall restrict to install, store, load, execute, and display one copy of the Software for the agreed purpose.
   3. Customer may not exceed the number of licenses, agents, tiers, nodes, seats, or other restrictions and/or limitations agreed to by Customer.
   4. For Software not originated by AEROSET but by its suppliers and licensors, the third-party supplier’s license terms and use restrictions that may accompany that Software shall govern accordingly.
   5. This Software License confers no title or ownership and does not constitute a sale of the rights in the Software and/or the right to use, make, modify, decompile, decode, reverse engineer or make derivative works of the Software.

5. Warranty
   1. AEROSET warrants that the delivered services and deliverables will materially conform to its specifications. This warranty applies to the Hardware as well as to the Software and services delivered. However, AEROSET shall not warrant that the operation of the deliverables will be uninterrupted or error free.
   2. AEROSET is not obligated to provide warranty services or support for any claims resulting from (i) improper site preparation, or site or environmental conditions that do not conform to AEROSET site specifications; (ii) equipment by Customer or Customer or third-party media, software, hardware, interfacing, supplies, or other products/services not supplied or approved by AEROSET; (iii) natural wear and tear; (iv) improper, faulty or negligent handling by Customer or a third party; (v) failure to use, maintain and operate the System in accordance with the relevant AEROSET instructions and manuals, and AEROSET may charge Customer for the costs of any special (type) approval that might be required for use of delivered services/deliverables in the country of destination. Such approvals shall be obtained by Customer on his own initiative and at its own cost. Upon Customer’s request, AEROSET is prepared to assist Customer in technical aspects regarding such approval subject to separate reimbursement on a time and material basis.
   3. The warranty period shall commence as of the date of delivery of the respective item. It shall not be extended by the repair of replacement of defective parts. The warranty period is applicable for replacement parts for the original parts that has been replaced or repaired.
   4. The warranty coverage and obligations under the contractual relationship are not limited and in lieu of any and all other condition, representation, remedy and warranty whether express, implied (including of merchantability and fitness for a particular purpose), statutory or otherwise.
   5. The following deviations from the statutory warranty provisions apply:
      a) Detectable or ascertained defects are to be reported to AEROSET within 14 days of delivery or knowledge of the defects. If this period is missed, AEROSET may disclaim this warranty by exercising its rights according to § 377 paragraph 2 and 3 UGB (Unternehmensgesetzbuch) can no longer be asserted by Customer.
      b) The warranty period according to § 933 paragraph 1 last sentence ABGB (Austrian Civil Code) starts with the receipt of the invoiced goods or services.
   6. Claims for compensation shall expire six months from the knowledge of the damage and the originator of the damage, and in any case three years after providing the goods or services. Claims must be asserted in court within that period.

6. Liability
   1. AEROSET shall be liable for injury in accordance with the applicable law, if caused by AEROSET, its personnel and/or its subcontractor(s) engaged in the performance of this Contract.
   2. Notwithstanding Art. 6.1. above, AEROSET entire liability arising from or relating to this Contract, AEROSET customer support activities and all sale and delivery activities under any legal theory (whether in contract, tort, indemnity or otherwise), shall be limited to the amount equivalent to the amount of the Price/order value of the part to be repaired, restored, replaced or otherwise made good.
   3. In no event shall AEROSET bear any liability for acts of ordinary negligence or for any special, punitive, consequential, incidental and/or indirect damages of any kind, including without limitation, damages for lost profits or loss of any commercial opportunity, interests, lost data, loss of production, interruption of business, lost sales; downtime costs; lost business profit; or other pecuniary loss or damage, even if AEROSET was advised of the possibility of such damages.
   4. Claims for compensation shall expire six months from the knowledge of the damage and the originator of the damage, and in any case three years after providing the goods or services. Claims must be asserted in court within that period.

7. Force Majeure
   1. Force Majeure shall mean all events beyond the control of AEROSET including but not limited to war (whether declared or not), acts of terrorism, revolutions, seiges, embargoes, destruction, explosion, fire, floods, severe weather, shortage of water, earthquake, epidemics, quarantine restrictions, general boy, and all safe deliveries to be exported or produced/engineered by AEROSET, strikes, lockouts, acts of government in either its sovereign or contractual capacity, embargoes, or any legal proceedings which hinder, prevent or impede the performance by AEROSET hereunder or if any obligations of AEROSET are caused by war.
   2. AEROSET shall not be held liable for the consequences of any failure to perform an obligation, if such non-performance is caused by Force Majeure. Where there has been causation of Force Majeure, Customer shall extend the time for performance of the obligation by such event.
   3. If an event of Force Majeure persists for a period of six (6) months or longer, then either party shall have the right to terminate the applicable Contract with immediate effect without liability towards the other Partner.

8. Applicable Law, Dispute Settlement
   1. The Contract shall be subject only to the laws of Austria, excluding the Uniform International Sales Convention as adopted by the International Chamber of Commerce and the conflict of law rules.
   2. The place of performance shall be Lebring (Styria, Austria). Place of jurisdiction for any obligations of or disputes between the contracting parties shall be the competent court at Lebring (Styria, Austria).
   3. Should a provision of these terms and conditions be or become invalid or unenforceable, the parties replace the invalid or unenforceable provision by one or more provisions that are valid and enforceable, and whose economic effect is as nearly as possible that of the provision so replaced. The remaining provisions of these terms and conditions are not affected by that.