

General Terms and Conditions of Sales

Barcelona, Gran Via de les Corts Catalanes, No. 630, P.C. 08007

§ 1 GENERAL

1.1 These General Terms and Conditions shall apply to all offers by and agreements with AVIATOR SPAIN S.L.U., located in Barcelona (hereinafter referred to as the “Company”), relating to the delivery of goods by the Company to the party the offer is addressed to or the other party concerned (hereinafter referred to as the “Customer”).

1.2 General terms and conditions of the Customer are hereby expressly rejected.

1.3 Any provisions that differ from these General Terms and Conditions only apply if and to the extent that they have been approved in writing by the Company.

§ 2 OFFER

Unless specifically stated to the contrary in writing, any offer made by the Company, including an offer containing a period for acceptance, shall be subject to the Company and the Customer concluding an agreement as per § 3 below.

§ 3 AGREEMENT

3.1 An agreement between the Company and the Customer, as well as any amendments or additions to such an agreement, must always be concluded in writing, without prejudice to § 3.2. A written agreement is formed when the sole administrator of the Company and the Customer both sign the contract, or on the date of dispatch (by post and/or telefax) by the Company of the written order confirmation. Without written confirmation from the Company's sole administrator, promises made by and agreements signed with subordinates of the Company are not legally enforceable against them.

3.2 If the Company executes the offer prior to the conclusion of the agreement as per § 3.1 by offering the goods ready for collection or delivering them, as applicable under the relevant Incoterms, the agreement between the Company and the Customer shall be deemed to be concluded at the moment of such execution. The contents of such agreement shall be deemed to be accurately and exclusively reflected in the Company's order confirmation or invoice or pro-forma invoice, unless the Customer immediately and in writing and with good reason objects to their contents.

3.3 At the time of the agreement's execution, minor deviations within accepted tolerances shall be allowed.

3.4 Without the Company's prior written consent, a unilateral cancellation of an agreement by the Customer is void and unenforceable.

§ 4 CONFIDENTIALITY

The parties are obliged to maintain absolute confidentiality of information and documentation to which both parties have access during the provision of the service and duration of this contract. Both parties undertake not to disclose or use, directly or indirectly, any information acquired from the contractual relationship in other agreements or contracts that are not the subject of this contract, all in accordance with the Organic Law 3/2018 on the protection of personal data and guarantee of digital rights.

The parties shall take necessary measures, both with respect to their employees and third parties who may have any relation to this contract, to ensure compliance with this clause.

This clause shall remain in force indefinitely, even if this contract is terminated for any reason. Any violation or breach of this obligation shall entail the obligation to pay compensatory indemnity to the affected party, without prejudice to the affected party's right to initiate legal action to impose appropriate sanctions.

§ 5 NOTICES, INFORMATION, STATEMENTS, AND SAMPLES

Unless the agreement expressly states otherwise, the Company shall not be bound by any notices, information, statements, and samples given or supplied by the Company, regardless of their format or nature.

§ 6 PRICE

6.1 The prices stated and/or agreed upon by the Company shall be exclusive of taxes, including Value Added Tax, and levies.

6.2 When prices for goods, raw materials, or components obtained from third parties, wages, national insurance contributions, freight, insurance premiums, or other cost factors (including changes in foreign exchange) and charges increase, the Company reserves the right to raise the stated and/or agreed prices.

6.3 If prices are dependent on reimbursements of taxes and/or subsidies, and such reimbursements are not received for any reason, the Company is allowed to alter prices accordingly.

§ 7 DELIVERY TERMS

7.1 The delivery shall be made on the basis of the Incoterm indicated in the pro-forma invoice issued by the Company.

7.2 Unless explicitly agreed otherwise, delivery within the European Union shall be made on a DAP Incoterms 2022 basis. The cost of transport shall be added to the price of the goods.

7.3 The interpretation of delivery terms and conditions shall be determined by the most recent edition of ICC's Incoterms at the time the agreement is concluded.

7.4 The delivery period will begin at the latest on the following dates:

- The date the agreement was concluded.
- The date the Company has all necessary documents, information, permits, exemptions, approvals, allocations, etc., required for delivery.
- The date the Company received a prepayment or provided a security entitled to the Company under the agreement terms.

7.5 The delivery period shall be reasonably extended in case of delays caused by changes in circumstances or untimely delivery of materials or goods ordered for the agreement's execution.

7.6 Unless expressly agreed otherwise, the Company may make partial deliveries.

7.7 The delivery date stated is an estimated date and shall not be considered definitive. A notice of default is necessary if the delivery date is exceeded due to circumstances for which the Company is liable. If the delivery date is exceeded by no more than three (3) months, the Company shall not be liable for any claims related to such delay or default.

7.8 Prepaid amounts, advances, or deposits will be returned in case of contract termination; however, the Company shall not be liable for any damages, costs, or interest.

§ 8 TRANSPORTATION AND DELIVERY

8.1 The Company reserves the right to determine the method of transportation, including unloading, at its discretion.

8.2 The Company shall not be responsible for the improper use by the Customer of any documents provided for transportation purposes.

8.3 The Company may choose to take the products back or store them at the Customer's expense if occurrences beyond the Company's control prevent transport or

delivery. The Customer remains responsible for return shipping and storage expenses, as well as for fulfilling obligations to the Company as if delivery had occurred.

8.4 If the Customer unjustifiably refuses receipt of the products, the Company may request contract performance by judicial or extrajudicial deposit of goods, at the Customer's expense.

§ 9 PACKAGING

9.1 The Company may separately charge for reusable packaging. A credit invoice will be issued upon return of the packaging, provided it is in an acceptable condition.

9.2 The Customer may only deduct the packaging value after receiving the Company's credit invoice.

§ 10 PROPERTY

10.1 All delivered goods remain the Company's property until full payment of obligations and sums owed by the Customer.

10.2 The Customer must store goods delivered under retention of title appropriately, clearly marked as Company property, and insure them against all risks.

10.3 If the Customer fails to fulfill obligations, the Company may repossess goods on the Customer's premises without prior notice.

10.4 Termination of the agreement will occur upon repossession, with the Customer credited for the goods' market value after deducting costs.

10.5 The Customer may resell goods with retention of title, making outstanding debts immediately due.

§ 11 PAYMENT

11.1 Payment of the agreed price shall be made at the moment the agreement between the Company and the Customer is concluded, unless specifically stated otherwise in writing or in the proforma invoices. The payment term, unless otherwise specifically provided for in each contract, shall be 30 calendar days after the date of receipt of the goods, even if the invoice has been sent earlier.

11.2 Any and all payments must be made in the currency specified on the invoice or the pro-forma invoice, without any deductions, reductions, set-off, counter-claim or withholding. Alleging or pursuing any claim by the Customer against the Company in connection to performance, non-performance, improper performance, or termination of

the agreement shall not discharge or release the Customer from his obligations to pay any sums under the agreement.

11.3 If the Company has a reasonable suspicion that the Customer won't fulfil his duties, the Company shall have the right, in its sole discretion, to request adequate security from the Customer with respect to the fulfilment of the obligations to pay, prior to performing or continuing to perform. Until the Customer has provided the requested security, the Company is authorised to postpone and/or withhold performing its obligations.

11.4 Without prejudice to any other rights of the Company (explicitly including the right to compensation of loss on rates of exchange), if the Customer does not pay at the time or within the time specified in § 11.1 of these General Terms and Conditions, he will be in default by operation of law and will be responsible for commercial default interest established in the art. 7.2 at the Spanish Law 3/2004 transposing the European Directive 2000/35/EC on the amount due and payable from the date at which the payment should have been made.

11.5 The Customer must reimburse the Company for all expenses, including extrajudicial and judicial collection charges and legal aid fees, incurred by the Company due to the Customer's failure to fulfil his obligations on time, in full, or at all. Without prejudice to the Company's right to compensation for actual expenses, should they be greater, the Company and the Customer agree that the extrajudicial and judicial collection costs constitute a maximum of 30% of the main sum outstanding or the cost that was justified by invoices.

§ 12 RETURNS

Any goods delivered by the Company may not be returned without the Company's prior written consent. Whenever return shipments occur, they are always done so at the expense and risk of the sender.

§ 13 SAMPLES

Before delivery, the Customer is allowed to request at his cost that the Company give him a sample of the goods, without prejudice to the Customer's obligations to timely pay any sums due to the Company. In the absence of such action, the Customer shall be deemed to have consented in advance to the quality and condition of the goods.

§ 14 COMPLAINTS AND CLAIMS

14.1 The Customer may file complaints and/or claims only with respect to quantity, weight, quality, or specification of the goods as well as to non-conformity of the supplied

goods with the sample(s) made accessible by the Company, without prejudice to § 4 of these General Terms and Conditions.

14.2 Upon arrival, the Customer is required to immediately inspect the goods.

14.3 Any claims regarding defects which were apparent upon inspection of the goods, as well as claims regarding quantity, weight, or specification, must be made in writing within 4 days after delivery and contain a thorough explanation of the alleged flaws, failing which the Company shall be discharged from all liability with respect to such defects and/or claims.

14.4 Any claim relating to internal defects of the goods, therefore other than those referred to in paragraph 14.3, must be made in writing within 30 days of delivery and must contain a detailed explanation of the alleged defects, failing which the Company shall be exonerated from any liability in respect of such defects and/or claims for internal defects of the goods sold.

14.5 In the following circumstances, the Customer's claims over the goods are also void:

- a. The delivery of faulty or used goods is mentioned in the agreement;
- b. If the goods have undergone processing or if they can no longer be identified as coming from the Company;
- c. The defects are (also) caused by ordinary wear and tear, improper or inept handling, usage, storage, or maintenance of the goods;
- d. The Company has not been given opportunity by the Customer to investigate the complaints and fulfil its responsibilities;
- e. The Customer has not fulfilled any of his obligations under the agreement in full, proper, or timely manner.

14.6 The Customer may only raise his claims against the Company in relation to any parts and/or goods obtained from third parties which have not been treated by the Company only to the extent that the Company may also assert such claims against its supplier. If this is the case, the Company shall in any event be released from its obligations to the Customer by transferring to the Customer its rights against its supplier.

14.7 If the Customer can directly raise any claim against the manufacturer with respect to the goods, the Customer is not permitted to raise such a claim against the Company.

14.8 Without prejudice to preceding provisions of this paragraph, the Company shall only be obliged, at its sole discretion, to repair the goods, proceed with redelivery, or issue a credit to the Customer for the defective goods. Redelivery shall be subject to these General Terms and Conditions without modification.

§ 15 LIABILITY

15.1 The Company's responsibility under the agreement shall be restricted to performing the responsibilities outlined herein, particularly those outlined in the preceding paragraph.

15.2 The Company shall not be liable for any business losses, financial losses, or any other indirect losses and/or damages. The Company is also not liable for any loss of profits or loss of use by the Customer.

15.3 The Company shall not be liable for any direct or indirect loss or damage, including loss of business, resulting from any infringement of any intellectual or industrial property rights, licenses, or other rights of third parties, unless such infringement is caused by gross negligence or willful misconduct of the Company.

15.4 The Customer shall be obliged to hold the Company harmless and indemnify the Company against any loss, damage, and liability (including interest and costs) for which the Company is not liable under these General Terms and Conditions or otherwise if the Company is sued or held liable by any third party for any loss, damage, and liability.

15.5 The restrictions and exclusions of liability, as well as the indemnity, that are set forth in the paragraphs above for the Company itself are likewise provided for and on behalf of the Company's employees and sub-contractors, any other person engaged by the Company in connection with the agreement, as well as the suppliers of goods and/or parts to the Company.

15.6 In any event, the Company's total liability for any and all defects, defaults, breaches, non-compliances, and/or infringements shall not exceed the value of the goods affected by such defects, defaults, breaches, non-compliances, and/or infringements.

§ 16 FORCE MAJEURE

16.1 The term force majeure in these Terms and Conditions shall mean any circumstance beyond the Company's control, which permanently or temporarily prevents fulfilment of the agreement, and, insofar as these are not yet included, war, danger of war, civil war, revolt, strike, employees' lock-out, freight problems, fire, weather conditions preventing work, and other interruptions of the Company's operations or of the operations of the Company's suppliers, as well as default and delay of the Company's suppliers.

16.2 In the case of an impediment to the performance of the agreement due to force majeure, the Company shall have the right, without the need for court intervention, to either suspend the execution of the agreement for a period of no longer than three (3) months or to fully or partially dissolve the execution of the agreement, with no requirement that the Company make any restitution or pay any compensation whatsoever.

§ 17 ANTICIPATION OF BREACH

In the cases provided for by the Law, as well as in the event that the Customer does not, not in time or not sufficiently, fulfil one or more obligations arising for him from the agreement, including the provisions in these General Terms and Conditions, or in the event that there is serious doubt as to the Customer being able to fulfil his contractual obligations towards the Company, as well as in the event of bankruptcy, suspension of payments, complete or partial stoppage of work, liquidation, transfer, or encumbrance of the Customer's business, including the transfer or pledging of an important part of his accounts receivable and furthermore in the event that any goods of the Customer are attached before judgment or in execution, the Company shall have the right, without notice of default or judicial intervention, either to suspend the execution of the agreement for a maximum of three (3) months, or to partially or wholly dissolve the agreement, such without being liable to any compensation or guarantee, and without prejudice to any of its other rights.

§ 18 TERMINATION

Agreements between the company and the client, unless the agreement expressly states otherwise, shall be terminated only for the following reasons:

- a. by mutual agreement between the contracting parties;
- b. by fulfillment of the contractual obligations;
- c. by unilateral decision of the company in the event of breach of contract by the Customer.

§ 19 SUSPENSION AND DISSOLUTION

18.1 In the event that the Company suspends performance, it will be obliged to choose between executing the agreement and fully or partially dissolving it after the suspension period has ended.

18.2 The agreed price will become immediately due and payable in the event of suspension or partial dissolution pursuant to § 17 of the General Terms and Conditions, less any costs that the Company will not incur as a result of the suspension or partial dissolution. In the event of a partial dissolution, the Customer shall further be required to take possession of the goods covered by that payment, failing which the Company shall be entitled, at its option, to store the goods at the Customer's risk and expense or to sell the goods at the Customer's expense.

18.3 Until the goods have been taken possession of by the Company, the Customer shall bear all risk and expense associated with returning any goods received from the Company by him following the dissolution of the agreement.

§ 20 SEVERABILITY CLAUSE

19.1 The remainder of the agreement's terms, including those in these General Terms and Conditions, shall survive the nullification or legal invalidity of any one or more of its

provisions. In order to come up with a new agreement, the parties must first discuss the clauses that are no longer lawful under the law or that are otherwise null and void.

19.2 If any of the clauses of the agreement, including those in these General Terms and Conditions, conflict with any mandatory clauses that have been or will be stipulated by a competent body in that jurisdiction, the latter clauses shall be deemed to have superseded the clauses in question.

§ 21 CONTRACTUAL NATURE

This contract is of a commercial nature and shall be governed, in the first place, by the stipulations contained herein and, in all matters not foreseen therein, by the provisions of the Code of Commerce, special laws, commercial uses and customs, and, in the absence thereof, by the provisions of the Civil Code.

§ 22 RESOLUTION OF DISPUTES, APPLICABLE LAW, AND CISG

20.1 Any disputes arising out of or related to these General Terms and Conditions as well as any disputes arising out of or related to the agreement to which these General Terms and Conditions apply shall be subject to Spanish jurisdiction and shall be resolved by the courts of Barcelona.

20.2 These Terms and Conditions as well as any and all agreements to which these General Terms and Conditions apply shall be governed by Spanish law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG).

General Terms and Conditions of Sale, Delivery and Payment of AVIATOR SPAIN S.L.U., Barcelona, Gran Via de les Corts Catalanes, No. 630, P.C. 08007 dated on the 31 January 2023.