

CONDITIONS GÉNÉRALES DE VENTE

GENERAL CONDITIONS OF SALE

PRELIMINARY ARTICLE: CONDITIONS OF EXECUTION

Deliveries or other services of Liebherr-Aerospace Toulouse SAS ("Liebherr") as well as payments to Liebherr are exclusively subject to the following general conditions of sales.

Liebherr does not accept customers' general conditions. However, should these conditions be in contradiction with contractual terms and conditions, contract clauses would prevail over these general conditions of sales.

The word « product » covers equipment, system, software, intellectual services and any other service to the exception of repairs. The word "repair" covers the maintenance services needed to make the product serviceable again.

ARTICLE 1 - TYPE AND MODEL

Published notices and catalogues shall not be considered as firm offers.

For repairs, Liebherr has the right to implement modifications or improvement to the products with no obligation to implement it systematically to all products previously produced in different standards.

In accordance with the regulation, minor repairs developed under DOA privileges may be required and implemented.

Repaired product are released with an applicable airworthiness certificate in accordance with the maintenance manuals and with Liebherr DOA reference No. EASA.21J.386.

ARTICLE 2 - PRICES

In the absence of specific stipulations mentioned on Liebherr order acknowledgement:

- prices are expressed per unit, tax excluded, packing included, EX-WORKS Incoterms 2010,
- product prices are effective at date of delivery,
- repair prices are effective at the date of receipt of the product at Liebherr.

ARTICLE 3 - ORDERS

Order shall indicate the exact reference mentioned in Liebherr catalogue.

Additionally, repair orders shall indicate serial number of the product to be repaired.

Order shall be accepted only when Liebherr issues the order acknowledgement which shall confirm delivery date, price, quantity and designation.

Order acknowledgement shall be sent to customer within 15 calendar days following receipt of order.

Order placed for quantity less than the applicable minimum order quantity/amount shall be automatically increased to the said minimum order quantity/amount.

ARTICLE 4 - LEAD TIMES

Lead times shall be counted as from the date of acceptance of the order.

Any delay in delivery shall not lead to an order cancellation or any claim without previous and specific acceptance from Liebherr.

Liebherr shall not be liable for delay or failure in delivery caused by, including, but not limited to, the following reasons: natural disasters, strike, riot, fire, war, and any reason leading to unemployment in all or part of Liebherr or its suppliers' plants.

ARTICLE 5 - TITLE

Delivered goods should they be repairs, new products, modified, exchanged or replaced shall remain Liebherr's property until complete payment has been received by Liebherr. And in the event of non-payment, Liebherr shall be fully entitled to obtain the return of the goods at customer's expense.

Customer, as depository of the goods, shall be responsible for any damage occurring from delivery of the product until its return to and acceptance by Liebherr, freight transport included.

ARTICLE 6 - PAYMENT

General terms of payment are:

- 60 days net following delivery, by bank transfer, for deliveries of parts,
- 30 days after the 10th of the month following delivery, by bank transfer, for repairs.

Liebherr reserves the right prior to launch the requested scope of work or delivery of the goods, to require a partial or total advance payment on order and/or payment by irrevocable and confirmed letter of credit placed on a specified bank.

The Parties expressly agree that the debtor of an obligation to pay under the present convention will be formally notified by the sole obligation to pay, in accordance with the provisions of the article 1344 of the French 'code civil'.

Extra cost for overdue payment may apply and shall be calculated applying to amounts due the legal rate applicable in France at the due date plus 5%. Any delay in payment automatically results, in addition to the extra costs for overdue payment, the obligation for the debtor to pay a lump-sum indemnity of €40 for recovery costs. Additional indemnity may be claimed, based on supporting documents, when recovery costs are higher than the amount of the lump-sum indemnity.

ARTICLE 7 - ORDER CANCELLATION

Any change in order shall require the previous written consent of Liebherr.

In case of a partial or total cancellation of an order due to customer within forty-five (45) days before the delivery date planned, this latter will have to accept the delivery of the order and to pay the full contract price.

In addition, and unless otherwise provided in any framework contract, customer will have to pay as compensation to Liebherr a sum of twenty (20) per cent of the full price of the order, plus twenty (20) per cent for administration charges of all expenditures incurred.

ARTICLE 8 - TERMINATION - RESOLUTION

Liebherr may, in its own right and at any time terminate the order:

1. When customer does not fulfil one of his obligations as stated in the contractual documents (contract, purchase order etc.) and does not comply despite Liebherr reminder,
2. In case of voluntary interruption of the activities by customer,
3. The acquisition of the customer by a company which is a competitor of Liebherr,
4. A significant change in the social and industrial organization of customer that would affect the correct execution of the order.

Liebherr reserves the right to execute or have any or all part of the order executed at customer cost.

ARTICLE 9 - INTELLECTUAL PROPERTY

Liebherr retains all the industrial and intellectual property rights relating to the products, photos and technical documents that may not be communicated or executed without its written authorization.

ARTICLE 10 - WARRANTY - RESPONSIBILITY

Period of warranty shall be specific to each product or repair and, unless otherwise agreed in written by Liebherr, shall take effect:

- For new product dedicated to production or spares, as from the delivery date (ex-works) of the product by Liebherr to customer, for a period of twelve (12) months. Liebherr commits to remedy to any failure in operation of its products due to its design, material, production or assembly within the warranty limits listed hereafter.
- For the repairs, as from the delivery date (ex-works) of the product by Liebherr to customer, for a period of six (6) months.

The warranty period will apply only to the part of the product or part repaired or replaced under this warranty.

Liebherr guarantees exclusively to the customer the absence of default in material or assembly of the delivered product or service if the default occurs before the transfer of title.

The warranty is exclusive of any compensation or damage such as cost for dismounting and/or installation, loan and expenses resulting from the grounding of the Aircraft, cost of transportation, customs and administrative charges.

Test and/or repair cost of a material under warranty returned by the customer to Liebherr for unjustified reasons, will be at the cost of customer.

The warranty will not apply in the following cases:

- any modification, repair carried out by a person or a workshop not authorized by Liebherr,
- any improper use, negligence, damage due to a part being a non-Liebherr part after the delivery by Liebherr,
- any maintenance, repair, modification, use, handling, storage not compliant with Liebherr specifications, any normal wear of the product,
- any damage due to the use of parts non authorized or being non a genuine part provided by Liebherr and any damage due to parts non covered by Liebherr's warranty.

In case a non-conformity with the specifications is detected, customer will send, within the thirty (30) days following the discovery, a request for warranty claim to Liebherr, with supporting documents and will send to Liebherr the material deemed to be failed together with the warranty claim. Any warranty claim shall contain the information requested in the due forms provided for analysis, adjudication and treatment by Liebherr. Liebherr or the repair centre approved by Liebherr may carry out the repair or the modification of the failed material in its own premises.

ARTICLE 11 - STORAGE FEES

Liebherr undertakes to store the product or the repaired product free of charge for one month after noticing the customer of the delivery. After this period and further Liebherr written notification to the customer, Liebherr will charge a monthly storage fee of up to 5% of the item value per month of storage (prorate temporis) with a minimum of 500€/month.

Any lack of response and / or payment by the customer may result in the shipment of the item at the customer expenses. For such delivery, costs of expedition, transportation, insurance and packaging are under customer responsibility. Products would be transported at customer risks.

ARTICLE 12 - LIABILITY

Liebherr cannot be held responsible for any compensation due to direct or indirect damages or any losses.

ARTICLE 13 - ACCEPTATION OF THE CUSTOMER

These general conditions of sale are expressly agreed and accepted by customer who declares and acknowledges that he has been informed thereof and therefore waives prevailing his own general purchase conditions which will be not binding against Liebherr, even if Liebherr was aware thereof.

ARTICLE 14 - FORCED EXECUTION

In case customer does not meet his obligations, Liebherr has the right to request for the forced execution by nature of the obligations arising in connection with these terms. By way of derogation from the provisions of the article 1221 of the French 'code civil', the creditor of the obligation will be able to carry out this forced execution after a simple formal notice sent to the debtor of the obligation by registered letter that has given no result, regardless of the circumstances and even if a clear disproportion between its cost for the debtor and its interest for the creditor exists.

ARTICLE 15 - NON-EXECUTION EXCEPTION

Pursuant to the article 1219 of the French 'code civil', Liebherr will be able to refuse the execution of its obligation, even though this latter is due, if customer does not execute his own obligation and if the non-execution is serious, meaning if it could threaten the continuation of the contract of fundamentally alter its economic balance.

The suspension of the execution will take effect immediately, after receipt by customer of the notification of the failure to fulfil his obligations that would have been duly sent by Liebherr stating the intention to make use of the non-execution exception until customer will have remedied to the identified failure, recorded by registered letter or any other written durable media allowing to provide the record of the sending.

This non-execution exception may also be used for preventive purpose, in accordance with the provisions of the article 1220 of the French 'code civil', if it is clear that customer will not execute to the due date its binding obligations and that the consequences of this non-execution are adequately serious for Liebherr.

Such procedure is used at the risk of the party that engages it.

The suspension of execution will take effect immediately, after receipt by customer of the notification of the intention to make use of the preventive non-execution exception until customer executes the obligation deemed as becoming soon failed, given by registered letter requested on any other written durable media allowing to provide the record of the sending.

In case this situation would be permanent or persisting over thirty (30) days, the order would be merely cancelled according to the terms defined in the article resolution in case of a failure of one of the parties to fulfill his obligations.

ARTICLE 16 - FORCE MAJEURE

The parties will not be held responsible if the non-execution or the delay of execution of any of their obligations, as described the these conditions is due to a case of force majeure, as described in the article 1218 of the French 'code civil'.

ARTICLE 17 - COURT OF JURISDICTION

The instruction, interpretation and performance of an order and all transactions thereunder shall be governed by the laws of the French Republic.

In the absence of amicable arrangement, any dispute shall be the competence of the Toulouse Court of Justice.

ARTICLE 18 - COMPLIANCE WITH LAWS

Customer represents and warrants that customer, its officers, employees, contract employees, directors and agents shall comply with all applicable laws, codes and regulations ("Applicable Laws") including, without limitation, export control laws, regulations and orders.

Without limiting any other indemnity provision set forth herein, customer shall indemnify and hold Liebherr harmless from and against all costs, loss, damage and expense, including reasonable attorney's fees, incurred by Liebherr as a result of or arising out of the breach of the above warranty.