



EVOL AERO

GENERAL TERMS & CONDITIONS

Issue 1 R1

Evol Aero GmbH ©
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Austria



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1. General

- 1.1. These General Terms and Conditions ("GTC") in the version valid at the time the contract is concluded form an integral part of any contract with Evol Aero GmbH ("Evol") concerning deliveries of goods and/or the provision of services by Evol and its subsidiaries. Deviating or conflicting terms of the Customer shall not apply unless expressly confirmed in writing by Evol.
- 1.2. These GTC apply to private and public natural and legal persons (the "Customer"), unless a provision expressly states otherwise.
- 1.3. Evol is entitled to delegate and/or subcontract any service ordered by the Customer to an approved third party without prior notice to the Customer.
- 1.4. Order cancellations and suspensions require mutual consent. Any expenses resulting therefrom shall be borne by the Customer. In addition, a cancellation fee of 15% (fifteen percent) of the price shall be charged.
- 1.5. By ordering, accessing and/or using goods and/or services provided by Evol, the Customer accepts these GTC and agrees to be bound by them.

2. Conclusion of Contract, Scope of the Delivery, Prohibition of Assignment

- 2.1. Contracts shall be effective when confirmed in writing by Evol or upon initiation of the service quoted.
- 2.2. As a general rule, Evol's offers are free of charge and non-binding unless otherwise agreed in writing.
- 2.3. Any contract, as well as any amendment, change, cancellation or side agreement, requires Evol's acceptance in writing in any form, or shall be deemed accepted by Evol's delivery of the goods (as applicable).
- 2.4. Evol's written acceptance of the order or, in the absence of such acceptance, Evol's offer shall be decisive for the scope of delivery and the services to be rendered.
- 2.5. All information on Evol's goods, in particular pictures, sizes, performance criteria and other technical data contained in Evol's offers and brochures, shall be considered approximate average values. Customary tolerances in quantity, weight, number of pieces and dimensions are expressly reserved.
- 2.6. All documents and data on which Evol's offer is based, such as technical drawings, illustrations, descriptions, weights and sizes, shall only be binding if expressly agreed



in writing. Evol reserves the right to make minor changes and modifications to the extent such changes do not substantially impair the purpose of the contract and the delivery. All documents and data of Evol remain Evol's property. Such documents may not be retained, copied, reproduced or otherwise made available to third parties by the Customer and shall be returned to Evol immediately upon request. Even if Evol leaves such documents with the Customer, Evol's intellectual property rights remain unaffected.

- 2.7. The Customer is not entitled to assign any claims against Evol to third parties without Evol's prior consent. The same applies to any claims of the Customer against Evol arising by operation of law in connection with the contractual relationship.



3. Prices

- 3.1. Only the prices stated in Evol's order confirmation shall apply. Additional services shall be invoiced separately.
- 3.2. All invoices will be sent to the Customer by e-mail.
- 3.3. All prices are stated as net prices and do not include value added tax (VAT). VAT shall be paid by the Customer in addition to the price in the amount required by applicable law.
- 3.4. Unless expressly agreed otherwise, all prices are net ex works (EXW Incoterms 2020). Subcontractor and spare parts price increases, foreign exchange rate fluctuations, and increases in customs duties, taxes or other charges increasing Evol's cost price shall be borne by the Customer if they occur after order confirmation. The Parties shall cooperate to comply with tax laws and regulations and shall provide each other with certificates, documents and assistance that the other Party can reasonably request to comply with worldwide tax laws and regulations.
- 3.5. Any payments due by the Customer to Evol are subject to VAT if required by applicable legislation. The Customer shall pay VAT to Evol in addition to and at the same time as any other payments due under this and/or separate arrangements.
- 3.6. Upon request by Evol, the Customer shall provide Evol with a valid VAT identification or registration number together with its VAT registration certificate and satisfy other applicable conditions, if any, for a possible VAT exemption, zero rating or exception from VAT. Evol may request additional information required to determine the correct VAT treatment of its services to the Customer in accordance with applicable VAT legislation.
- 3.7. If delivery of the goods is delayed by more than 2 (two) weeks for reasons outside Evol's control, the prices will be adjusted at the time of delivery at Evol's sole discretion:
 - a) in line with increases reflected in the latest Austrian Consumer Price Index published by the Central Office for Statistics in Vienna; or
 - b) to the list prices of the goods then in force.



4. Delivery / Execution of Service / Deadlines

- 4.1. Unless otherwise expressly agreed, Evol shall deliver ex works (EXW Incoterms 2020) in accordance with these GTC.
- 4.2. Delivery periods shall only be binding if expressly agreed in writing. Delivery periods begin on the date of Evol's order confirmation, but in no case before all order details have been clarified, including the provision of any required official certificates. Delivery periods shall be deemed met upon timely notification of readiness to ship if the goods cannot be dispatched in time through no fault of Evol.
- 4.3. For delivery periods and dates not expressly agreed as fixed in the order confirmation, the Customer may set an adequate grace period for delivery two weeks after expiry of such delivery period or date. Evol shall only be deemed to be in default after expiry of such grace period.
- 4.4. Without prejudice to Evol's rights arising from the Customer's default, delivery periods and dates shall be extended by the period during which the Customer fails to comply with its obligations towards Evol. If Evol does not comply with its obligations, Evol shall only be liable for damages in accordance with section 10 of these GTC.
- 4.5. Evol reserves the right to carry out delivery using its own delivery organisation.
- 4.6. Evol is entitled to deliver before the expiry of the delivery date and to deliver in partial deliveries unless otherwise agreed in writing.
- 4.7. The Customer may rescind the contract after two unsuccessful grace periods unless the hindrance is merely temporary in nature and a delay would not unreasonably affect the Customer.
- 4.8. Any contractual or statutory right of the Customer to rescind the contract that the Customer fails to exercise within a reasonable period set by Evol shall be forfeited.
- 4.9. The delivery period or term for performance shall be extended appropriately in the event of force majeure or other unforeseen obstacles affecting Evol or Evol's suppliers. Such obstacles include, in particular, unrest, strike, lock-out, fire, confiscation, embargo, statutory or official orders and constraints, or incorrect and/or delayed self-supply, if and to the extent such obstacles have not been culpably caused by Evol and affect Evol's ability to perform on time. If the delivery term is extended accordingly, the Customer may withdraw after expiry of the extended term. If the Customer is interested in partial performance, it may withdraw from the unfulfilled part. If Evol has already performed in part, the Customer may withdraw from the entire contract only if it can evidence that it has no interest in partial delivery and/or service. Further statutory or contractual rights of withdrawal remain unaffected.



- 4.10. If Evol is in delay and a reasonable grace period set by the Customer expires unsuccessfully, the Customer may withdraw from the entire contract or, if interested in partial performance, from the unfulfilled part. If Evol has already performed in part, the Customer may withdraw from the entire contract only if it can evidence that it has no interest in partial performance. Further claims, in particular claims for damages due to delay, are excluded. Section 10 remains unaffected. If and to the extent Evol is liable for damages due to delay under section 10, the Customer may claim default compensation of 0,5% (zero point five percent) of the contract price for every full week of delay, capped at 5% (five percent) in total, for the part of the delivery that cannot be used in time because of the delay. The parties may demonstrate that the actual damage incurred was higher or lower.
- 4.11. Work deadlines are binding only if expressly confirmed in writing by Evol.
- 4.12. Compliance with binding deadlines is subject to the Customer having met all contractual obligations. If this is not the case, appropriate deadline extensions shall be specified or work stoppage may occur. Deadlines shall also be extended if compliance is not possible due to force majeure or unforeseeable events such as lack of spare parts.

5. Shipment, Passing of Risk

- 5.1. Unless otherwise expressly agreed, shipment shall always be carried out at the Customer's risk. Risk passes to the Customer as soon as the goods have been handed over to the person executing the shipment.
- 5.2. If shipment is delayed for reasons attributable to the Customer, the risk of accidental deterioration, loss and destruction passes to the Customer upon notification of Evol's readiness to ship. Storage costs after passing of risk shall be borne by the Customer. Other claims remain unaffected.
- 5.3. If the Customer defaults in acceptance, Evol is entitled to claim reimbursement of any expenditure associated therewith, and the risk of accidental deterioration, loss and destruction shall pass to the Customer.



6. Payment

- 6.1. Any exchange rate risks and transfer fees shall be borne by the Customer.
- 6.2. The contract price shall be paid in advance unless agreed otherwise.
- 6.3. The full payment (100% net) of the contract price shall be made in advance. In addition, the Customer shall provide a deposit in accordance with Evol's instructions. Payments shall be deemed settled when Evol's account has been credited with the appropriate amount free of encumbrances.
 - a) If deposits are not paid within 2 (two) weeks after receipt of the advance payment invoice, Evol shall be entitled to cancel the order and charge a 20% (twenty percent) cancellation fee of the net price of the ordered goods. If the Customer still requires the goods after cancellation, a new order must be placed.
 - b) Wrongly ordered spare parts must be returned within 5 (five) calendar days after receipt of the goods, subject to prior written approval by Evol. A cancellation/restocking fee of 20% (twenty percent) of the net price will be charged. The original certificates, copies of delivery note and invoice, and a copy of Evol's authorisation must be sent to Evol together with the returned goods.
- 6.4. The Customer is not entitled to withhold or reduce payments due because of alleged claims against Evol.
- 6.5. Until the Customer has fulfilled all financial obligations, the goods supplied remain Evol's property. The resale or other disposal of goods subject to this retention of title, such as pledging or assignment as security, is not permitted. In the event of resale or other disposal of such goods (even if not in accordance with the contract), the Customer assigns to Evol in advance any claims the Customer may have against a third party. The Customer, as well as the third party, remains liable to Evol for payment of any amount due without any change in the maturity date. If the Customer is in default, Evol or an authorised third party is entitled to take or collect items subject to retention of title from the Customer without consent. The Customer undertakes to inform any third party that the items are Evol's property and to notify Evol immediately of any measures concerning Evol's property, in particular official measures (e.g. attachment).
- 6.6. If Evol agreed to partial payment before shipment, the Customer may not modify or resell the goods until full payment has been completed.
- 6.7. The Customer shall comply with all legal requirements necessary to safeguard Evol's ownership and/or security interest. In the event of attachment or other seizure, the Customer shall evidence Evol's title and notify Evol immediately. The retention of title shall not affect the passing of risk under section 5 of these GTC.



- 6.8. The obligations set out in clause 6.7 apply accordingly to all measures required to protect Evol's property and/or security interests.
- 6.9. If payment terms are exceeded, Evol is authorised to charge reminder fees of EUR 50,00 starting with the second reminder.
- 6.10. If payment is not received on Evol's account after the third written reminder, the account will be locked. Upon successful payment of the outstanding amount (including reminder fees and interest), Evol will charge an unlocking fee of EUR 150,00.
- 6.11. Evol is entitled to withdraw from the contract if any due payment has not been settled despite repeated reminders, and if deterioration in the Customer's economic situation is feared and the Customer refuses to provide an appropriate bank guarantee for performance. In the event of withdrawal, Evol shall charge costs incurred up to that time, but not less than the cancellation fee of 20% (twenty percent) of the net contract value.
- 6.12. Furthermore, Evol is entitled to refuse performance if and to the extent circumstances become known after conclusion of the contract that give rise to reasonable doubts that the Customer will not perform on time or properly, unless the Customer has provided adequate security.
- 6.13. In the event of delay of payment, Evol is entitled to make further deliveries and/or performance dependent on complete settlement of outstanding payments. Default interest shall be 9,2% (nine point two percent) per annum above the prime lending rate. Fees remain due.

7. Retention of Title

- 7.1. Delivered goods shall remain the property of Evol (goods sold subject to retention of title) until all invoices, on whatever legal grounds, have been fully paid.
- 7.2. In case of processing, combining or mixing of goods subject to retention of title with goods of the Customer, Evol shall be entitled to co-ownership of the new property in proportion to the invoiced value of Evol's goods to the value of the other involved goods. Where Evol's co-ownership becomes null and void due to such processing, combining or mixing, the Customer assigns to Evol the corresponding ownership rights in the new property or compound matter. The Customer shall hold such rights in safe custody for Evol at the Customer's expense. Any co-ownership rights created thereby are subject to section 7.1.
- 7.3. The Customer may resell, process, combine or mix goods subject to retention of title in the ordinary course of business, provided the Customer is not in default. The



Customer is prohibited from any other disposition of such goods. Evol shall be promptly notified of any pledge or seizure by third parties. Intervention costs will be charged to the Customer insofar as they cannot be recovered from the third party. If the Customer grants its buyer additional time for payment, the Customer shall reserve title under the same terms as Evol has applied. Any other kind of resale is prohibited.

- 7.4. The Customer assigns to Evol any receivables resulting from resale of goods subject to retention of title. These receivables serve as substitute collateral in the equivalent amount. The Customer is entitled to resell such goods only if the receivables accrue to Evol.
- 7.5. If the Customer resells goods subject to retention of title together with goods from other suppliers at a total price, the Customer assigns to Evol the receivables from such resale in the amount stated in Evol's invoice for the retained goods.
- 7.6. If an assigned receivable is included in a current account, the Customer assigns to Evol that part of the balance equivalent to the amount of such receivable, including the final balance from current account operations.
- 7.7. Until revoked by Evol, the Customer is authorised to collect receivables assigned to Evol. Evol may revoke this authorisation if the Customer fails to meet payment obligations. If revocation applies, the Customer shall promptly notify Evol of assigned receivables and debtors, provide data required for collection, hand over documentation and inform debtors of the assignment. Evol reserves the right to notify debtors directly.
- 7.8. If the value of collateral exceeds the amount of secured claims by more than 50% (fifty percent) in total, the Customer is entitled to demand that Evol release securities of Evol's choice to that extent.
- 7.9. If Evol claims retention of title, this shall only be regarded as rescission of the contract if expressly stated in writing by Evol. The Customer's right to possess goods subject to retention of title shall be void if the Customer fails to meet contractual obligations.



8. Warranty

- 8.1. Evol is responsible for defects in workmanship and defects of title in accordance with the following provisions.
- 8.2. If Evol maliciously withholds disclosure of a defect or grants a quality warranty, the Customer's rights shall be governed exclusively by statutory provisions.
- 8.3. Specifications of Evol's goods, especially pictures, drawings, data on weight, measures and capacity contained in offers and brochures, are considered average data. Such specifications do not constitute a quality warranty but merely describe or label the goods.
- 8.4. Characteristics are only warranted if expressly confirmed in writing. A guarantee is deemed issued only if a characteristic is expressly designated as "guaranteed" in writing.
- 8.5. Any rights of the Customer to damages or compensation are governed by section 10 of these GTC.
- 8.6. The Customer shall examine the goods upon receipt and shall notify Evol in writing of obvious material defects, quantity deviations and wrong deliveries within 3 (three) days after delivery and in any case before connection, mixing, processing or installation; otherwise the goods are deemed approved despite such defects, unless Evol acted fraudulently. Hidden defects shall be notified in writing immediately and at the latest within 3 (three) days after discovery.
- 8.7. The Customer shall give Evol the opportunity to jointly assess notified complaints and to be present at any withdrawal for material examination.
- 8.8. All claims for defects are subject to a limitation period individually stated in the quotation. This does not apply to claims for damages for injury to body or health caused by a defect for which Evol is responsible, or claims based on intentional or grossly negligent conduct by Evol.
- 8.9. Evol's warranty for defects of quality and title is limited to supplementary performance. Evol may, at its discretion, remedy the defect or deliver faultless goods. If supplementary performance is delayed beyond a commensurate time or unsuccessful despite repeated efforts, the Customer may reduce the price or withdraw from the contract. Withdrawal is excluded if the defect is insignificant. In the event of faultless partial deliveries, withdrawal from the entire contract is only possible if the Customer can evidence no interest in partial performance. Further claims, in particular claims for reimbursement of expenses and damages, are



excluded unless otherwise provided in section 10. Evol shall take title to replaced parts, or such parts remain Evol's property and shall be returned upon request.

- 8.10. The Customer shall return defective goods to Evol for remedy or replacement at the Customer's risk, unless reshipment is impossible due to the nature of the delivery. Evol shall bear transport costs due to supplementary performance, but only from the place where the goods were delivered under the contract and capped at the purchase price.
- 8.11. The Customer shall give Evol the necessary time and opportunity for remedy or replacement. Only in urgent cases (risk to plant safety, prevention of unreasonably high damage, or delay in defect removal) may the Customer remedy the defect itself or through a third party after prior notice and request reimbursement of necessary costs.
- 8.12. Processing or installation of delivered items constitutes a waiver of notice of defects to the extent the defect was obvious.
- 8.13. In the event of justified notices of defects, payments may only be withheld in an adequate proportion to the defects. In the event of an unjustified notice of defects, Evol is entitled to reimbursement of resulting expenses.
- 8.14. Claims based on defects are excluded in the event of minor deviations from agreed or customary characteristics or utility.
- 8.15. Recognition of a material defect requires written form.
- 8.16. Any warranty is void if operating or maintenance instructions are not observed, if changes are made to deliveries or services, or if parts are replaced or materials used that do not comply with original specifications, unless the Customer proves the defect resulted from another cause.
- 8.17. Improper use, fair wear and tear, defective or careless treatment, improper maintenance, inappropriate operating materials, and mechanical, chemical, electronic or electrical influences not corresponding to average standard influences are not subject to warranty rights.
- 8.18. If Evol's defect liability is based on goods acquired from third parties, the Customer shall assert claims exclusively against Evol's supplier. Evol assigns its claims against the supplier to the Customer, and the Customer accepts the assignment. If legal proceedings against the supplier fail, Evol shall be liable in accordance with section 10.



9. Exchange sale and Core Policy

9.1. Exchange Agreement

- a) Standard Exchange: Prices are based on standard repair/overhaul costs. Non-standard replacement parts (e.g. piston, housing, armature) are not included and will be billed in addition. Core units are subject to rejection or additional billing if they require labour beyond normal overhaul/repair and/or if they do not meet the conditions in section 9.2(c). Any additional charges will be levied at cost.
- b) Flat Exchange: The exchange price is a flat rate with no additional billing unless required due to the condition of the core. Items such as pistons, shafts, armatures, end-bells, etc. are included. Core units are subject to rejection or additional billing if they do not meet the conditions in section 9.2(c). Any additional charges will be levied at cost.
- c) Exchange Plus Cost (EX) Transactions: The Customer shall pay an exchange fee in addition to repair/overhaul costs. Repair/overhaul costs will be invoiced based on the workshop quotation/estimate and will include a 15% (fifteen percent) processing fee and shipping costs. Evol may convert the transaction into a straight sale if the quotation is not approved within 7 (seven) days. All workshop and transport costs will be added to the invoice.
- d) Loan Transactions: The loan period begins with dispatch of the loan unit to the Customer. Once Evol receives the loan unit back in serviceable condition with complete documentation, the loan is terminated. If the Customer returns the unit in unserviceable condition, with a different serial number or with incomplete/incorrect paperwork, Evol may have the unit repaired/overhauled or recertified at the Customer's expense.

9.2. Core Return Policy

- a) For standard or flat exchange sales, the Customer will be advised of and billed a core charge. This core charge represents the amount owed above and beyond the exchange price if no core is returned or the returned core is unacceptable. The core charge will be credited to the Customer's account upon receipt and acceptance of the core.
- b) Core returns are due within 10 (ten) days domestic and 15 (fifteen) days international from the date the exchange unit was shipped. A late return will result in a late return penalty of a 15% (fifteen percent) daily charge of the exchange sale price, accruing daily until the core unit is received by Evol. If the core unit has not been returned after 30 (thirty) days from shipment, the sale will be considered outright and the core charge will not be credited.
- c) There are no additional costs for exchange transactions if the core unit:
 - a. Has the same part number and the same mod status as the originally delivered part (unless this has been previously approved by Evol);
 - b. Is economically repairable;
 - c. Is complete with no missing or unauthorized parts;
 - d. Has no missing or incomplete identification or data tags;



- e. Has not been previously disassembled or sent for evaluation by a repair facility;
- f. Has not suffered from abnormal use, mechanical damage, excessive wear, tear and/or corrosion;
- g. Is not incident related (e.g. no fire or water damage);
- d) A core unit is beyond economical repair ("B.E.R.") if repair/overhaul costs exceed 70% (seventy percent) of the agreed outright value of the core unit and will be subject to core rejection.
- e) By returning a core unit subject to lifetime limitation with less life remaining than the exchange unit provided, the Customer agrees the core unit will be sent for overhaul at the Customer's expense.
- f) The Customer is responsible for providing proof of shipment and delivery of all outstanding core units.
- g) Units containing liquids must be completely drained and sealed to prevent leakage and, where applicable, must comply with regulations for the shipment of dangerous substances. Core units should be cleaned of external oil, grease and dirt and properly packaged and secured.

9.3. Return of the unused parts

- a) Upon receipt, the Customer shall inspect the parts and immediately notify Evol in writing of any non-conformity and afford Evol a reasonable opportunity to correct any actual non-conformity. Returned parts should be packaged either as originally received or as required by law, whichever is more restrictive. A defect claim must be raised in writing within 3 (three) days of receipt of the serviceable part, prior to returning a failed part. Otherwise, the returned part will be processed as a normal core unit and the Customer will be liable for any recertification, modification and/or overhaul costs.
- b) For each unused part returned, a restocking fee of 15% (fifteen percent) of the purchase price will be charged (maximum EUR 2,500.00). Each returned part is subject to Evol's quality inspection. Parts returned for credit without all original documents will not be accepted and the Customer will bear associated costs. Evol will charge recertification and/or transportation fees if the tamper-proof seal is not intact. No return will be accepted after 30 (thirty) days.
- c) If Evol determines that the returned unused part was used, Evol will charge any fee necessary to restore the part to the condition in which it was delivered.

9.4. Restocking and Recertification of used parts

- a) The Customer may only return a used part with Evol's prior written consent. Upon receipt, Evol will inspect the returned part to confirm its condition and usage status. The Customer shall ensure the part is returned with all original documentation (including but not limited to maintenance records, certificates of conformity, and traceability documents); parts returned without complete documentation will not be accepted and the Customer will bear any associated costs.
- a) For each used part returned, a restocking fee of 25% (twenty-five percent) of the purchase price will be charged, in addition to any recertification costs incurred. Recertification costs will be charged as invoiced to Evol by the certifying repair



station or shop performing the recertification, plus a handling markup of 10% (ten percent) on such third-party invoice amount to cover Evol's administrative and coordination costs. The Customer shall bear the full recertification cost (including the markup) regardless of the amount.

- b) Evol will determine, at its sole discretion, whether the returned part requires recertification, overhaul, or further inspection prior to it being returned to serviceable/sellable condition, and the associated costs shall be borne entirely by the Customer. If the part cannot be restored to a condition acceptable for resale or reissue, Evol reserves the right to refuse the return, or to accept it solely as a core unit at a value to be determined by Evol.
- c) No return of a used part will be accepted after 30 (thirty) days from the date of original delivery, unless otherwise agreed in writing.
- d) All other terms of Section 9.3 (Return of unused parts), where applicable and not in conflict with this Section 9.4, shall apply equally to the return of used parts.



10. Limited Liability

- 10.1. In the event of breach of contractual obligations, defective deliveries or tortious acts, Evol shall only be obliged to compensate damages or expenses, subject to any other contractual or statutory conditions for liability, if Evol acted intentionally or with gross negligence.
- 10.2. The exclusions and limitations of liability in clause 10.1 do not apply in cases of a quality warranty, where Evol maliciously failed to disclose a defect, for damages resulting from death, injury to health or physical injury, or where product liability laws impose overriding liabilities that cannot be excluded.
- 10.3. The limitation period for claims against Evol, regardless of legal ground, is 12 (twelve) months from the date of delivery. For tort claims, the limitation period is 12 (twelve) months from the date the Customer becomes aware or could have become aware of the grounds giving rise to the claim and the liable person, had the Customer not been grossly negligent. These provisions do not apply in cases of intentional or grossly negligent breaches of duty, nor in cases referred to in clause 10.2.
- 10.4. Evol assumes no liability that goods sold according to the Customer's specifications are suitable for the Customer's purposes or that they work together with existing components.

11. Industrial Property Rights, Copyrights

- 11.1. If third parties assert claims against the Customer for infringement of industrial property rights or copyrights arising from use of deliveries or services supplied by Evol in accordance with the contract, Evol shall obtain for the Customer the right to continue using such deliveries or services, provided the Customer gives immediate written notice and Evol may take all appropriate defensive and out-of-court actions. If continued use proves impossible under reasonable economic conditions, Evol may, at its discretion, modify or replace the delivery or service to remove the legal deficiency or take it back and refund the reasonable value less a deduction for age.
- 11.2. The Customer has no further claims for infringement of industrial property rights or copyrights provided Evol has neither violated essential contractual duties nor intentionally or grossly negligently breached contractual duties. Evol has no obligations where infringements are caused by use other than contractually defined or by operation together with non-Evol deliveries or services.



- 11.3. Manuals and handbooks are lent unless expressly purchased by the Customer. No part may be reproduced, stored or transmitted by any means without Evol's prior written permission.
- 11.4. In the event of transfer or termination of the contract, the manuals/handbooks shall be returned to Evol. For manuals distributed electronically, the Customer shall ensure that all contents are removed from data storage media.
- 11.5. The Customer is responsible for defects or loss of manuals/handbooks and compensation shall be charged.
- 11.6. The Customer is solely responsible for documents provided by the Customer (e.g. drawings, models, samples). The Customer shall ensure that manufacturing drawings do not infringe third-party intellectual property rights and shall indemnify Evol against all third-party claims in this respect.

12. Termination

- 12.1. Either party may terminate the contract or any part thereof at any time by written notice if:
 - a) bankruptcy proceedings are instituted against the other party's assets (or are not instituted due to insufficient assets); or
 - b) the other party materially breaches the contract and fails to remedy the breach within 2 (two) months after written notice.
- 12.2. Evol may terminate the contract or any part thereof at any time by written notice if:
 - a) delivery becomes impossible for reasons attributable to the Customer;
 - b) the Customer's financial situation has notably worsened after signing and the Customer is unable or unwilling to provide adequate security for payment obligations;
 - c) due payments are not received despite Evol's performance and the Customer fails to pay within 60 (sixty) days established in writing; or
 - d) a change of the Customer's ownership or management control takes place that substantially impacts Evol's interests.

13. Confidentiality

- 13.1. Unless expressly stipulated in writing, information provided to Evol in connection with orders is not considered confidential unless its confidential nature is obvious.
- 13.2. Evol notes that personal data in relation to the contractual relationship may be stored by Evol and may be transferred to companies associated with Evol.



14. Applicable Law and Jurisdiction

- 14.1. All disputes arising out of or in connection with the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with said Rules.
- 14.2. The place of arbitration shall be Graz, Austria. The procedural law of this place shall apply where the ICC Rules are silent.
- 14.3. The arbitral award shall be reasoned in writing. The arbitrator shall decide on the costs of the arbitration.
- 14.4. The language of the arbitral proceedings shall be German or English. Original documents in English must be translated into German.

15. Aviation Regulatory Responsibility

- 15.1. Evol is a distributor and service provider and, unless expressly agreed otherwise in writing, is not the manufacturer, design approval holder, production organisation approval holder, maintenance organisation approval holder, or continuing airworthiness management organisation for the goods supplied.
- 15.2. Evol does not assume responsibility for installation approval, continued operational airworthiness, regulatory approval, or suitability of goods for operation in any specific aircraft, engine, component, or system.
- 15.3. The Customer is solely responsible for:
 - a) Verifying airworthiness status;
 - b) Ensuring regulatory compliance with applicable EASA, FAA or other aviation authority requirements;
 - c) Ensuring compatibility with the intended application;
 - d) Performing proper installation, inspection and operational testing.
- 15.4. Any statements regarding condition (e.g. "New", "Overhauled", "Serviceable", ...) reflect the documentation provided at the time of delivery and do not constitute an independent regulatory approval by Evol.



16. Documentation and Traceability Disclaimer

- 16.1. Documentation (including but not limited to EASA Form1, FAA Form 8130-3, certification of conformity, log cards, maintenance records) supplied with goods is provided as received from the respective issuing organisation.
- 16.2. Evol performs commercially reasonable verification of documentation but does not guarantee authenticity beyond such reasonable review.
- 16.3. The Customer is responsible for independent verification of documentation, traceability and regulatory acceptance prior to installation and/or use.
- 16.4. Evol shall not be liable for losses arising from inaccuracies, falsifications or regulatory non-acceptance of third-party issued documentation, unless Evol acted intentionally or with gross negligence.

17. Export Control and Sanctions Compliance

- 17.1. The Customer shall comply with all applicable export control laws, sanctions regulations, and trade restrictions of Austria, the European Union, the United States and any other relevant jurisdiction.
- 17.2. The Customer shall not resell, export, re-export or transfer goods to prohibited countries, sanctioned entities, or for prohibited end uses.
- 17.3. Upon request, the Customer shall provide end-user statements, end-use declarations and compliance documentation.
- 17.4. Evol reserves the right to suspend or refuse delivery if there are reasonable grounds to believe that export control or sanctions regulations may be violated.
- 17.5. The Customer shall indemnify Evol against any claims, penalties, or damages arising from violations of export control regulations attributable to the Customer.



18. Exclusion of Consequential Aviation Damages

- 18.1. Evol shall not be liable for:
- a) Loss of profit;
 - b) Loss of use;
 - c) Operational interruption;
 - d) Aircraft grounding costs;
 - e) Substitute aircraft costs;
 - f) Passenger compensation;
 - g) Contractual penalties owed by the Customer to third parties;
 - h) Indirect or consequential damages.
- 18.2. In any event, Evol's total liability arising from a specific delivery or service shall not exceed the net value of the affected goods or services.
- 18.3. Mandatory statutory liability remains unaffected.

19. Supply Chain Disruption Clarification

- 19.1. Evol shall not be liable for delays or non-performance resulting from supplier insolvency, supply shortages, transportation disruptions, raw material scarcity, or similar events beyond Evol's reasonable control, provided Evol has exercised commercially reasonable supplier selection and monitoring.

20. Compliance and Ethical Conduct

- 20.1. The Customer shall comply with all applicable anti-corruption, anti-bribery and anti-money laundering laws. Evol may terminate the contractual relationship immediately if there is reasonable suspicion of serious compliance violations.

21. Data Protection

- 21.1. Personal data processed in connection with contractual relationships shall be handled in accordance with applicable data protection laws, in particular the GDPR. Further details are provided in Evol's privacy notice.



22. End-Use Responsibility

- 22.1. The Customer confirms that goods will be used solely for lawful civil aviation purposes and not for military, prohibited, or unlawful applications unless explicitly agreed in writing and legally permissible.

23. Miscellaneous

- 23.1. If any provision of these GTC is or becomes invalid or void, the remaining provisions remain unaffected. The parties agree to replace any invalid or void provision with a valid provision whose content is as similar as possible to the invalid or void provision.