



January 2017 version 1.1

**Lowland Aerospace
General Terms and Conditions of Sale**

1 Applicability

These General Conditions of Sale are part of every supply of goods between Lowland Aerospace (hereinafter referred to as LA) and Buyer. Supply of goods includes any delivery obligation from LA such as repair, overhaul or any other maintenance task performed thru LA or any other delivery or service. Buyer's conditions of purchase, its purchase order terms, nor any of Buyer's other terms or conditions at variance with those set forth herein shall apply unless agreed to by LA in writing. The terms herein, including but not limited to arbitration, shall in all events supersede and control the sale of goods by LA.

2 Pricing and deliveries

Unless otherwise stated, prices include the cost of standard packaging. Delivery terms are EXW (Ex Works) LA's facility in accordance with incoterms 2010, unless stated differently. Buyer agrees it shall pay any and all shipping charges, taxes, duties, imposts or other charges. If LA has paid any charge on behalf of the Buyer, the Buyer is required to reimburse LA in full and on time. Unless otherwise stated, delivery will take place at time the goods are released to the transport company. In case Buyer fails to pay in full and in a timely fashion its designated forwarder/transporter for freight and related charges and the forwarder subsequently charges LA for these costs, LA shall hold Buyer liable for any such charges including interest and handling charges, and legal and collection fees. LA is not responsible for errors in delivery by given wrong addresses by the customer.

3 Title and risk

LA will retain ownership of goods sold until LA has received payment in full from Buyer. Buyer also grants a purchase money security interest in the goods to LA and LA may execute and file financing statement(s) to record its security interest. Risk of loss or damage to the goods shall pass from LA to Buyer at delivery of the goods to the transport company in accordance with Art. 2. Buyer assumes full responsibility for selection of the goods, their application and use and results thereof.

4 Delivery times

Delivery times indicated are approximate. For consequences of delays in delivery, including lack of advice thereof, LA shall not be held responsible by Buyer.



5 Payment

Payment is due to LA, without offset or deduction, within 14 days net after date of (Proforma) invoice or as otherwise agreed to at time of order acceptance/confirmation. After expiry of the agreed upon payment terms, interest is due based on the US Prime Rate as published in the Wall Street Journal, increased by 10%. Costs associated with the establishment of a Letter of Credit, including any bank charges shall be for the account of the Buyer and may not be deducted from the invoiced amount. Buyer agrees to pay all costs of collection, including legal fees, if amounts owing to LA are collected by or through an attorney at law or collection agency. Time is of the essence as to payment obligations of Buyer. LA has the right to take full ownership of goods after 6 months of (Pro Forma) Invoice and payment remains open.

6 Acceptance

Complaints, claims and losses regarding the goods or short-shipments are to be made within 10 days after receipt of the goods. After this period goods are considered accepted. Replacement, repair or reimbursement can only take place after written consent by LA.

7 Cancellation

A purchase order placed by Buyer and confirmed by LA cannot be cancelled by Buyer without LA's written consent. Buyer is fully liable for any applicable cancellation charges up to the sales price of the parts and/or services ordered.

8 Limited warranty

Goods are warranted only in accordance with the limited warranty of the manufacturer of the goods supplied. Buyer acknowledges that LA is passing through to Buyer only the manufacturer's warranty for the goods and that Buyer and the ultimate purchaser shall look solely to the manufacturer of the goods for all warranty claims, defects and the like. Buyer hereby waives, releases and renounces all other warranties, guarantees, representations, obligations and liabilities of LA and acknowledges that *LA makes no warranty either express or implied and makes no warranties of merchantability or any warranty of fitness for particular purpose.*

9 Liability and indemnity

In no event shall either party be liable for, nor shall either party recover for any incidental or consequential losses, expenses or damages, except that Buyer shall indemnify and hold LA harmless for all losses, expenses and damages claimed or incurred by third parties, which may occur in connection with the goods sold or use of the goods. Buyer shall look solely to the manufacturer as to any alleged patent, copyright or trademark infringement claims.

LA's sole and exclusive maximum liability, whether based in contract, tort, or otherwise, shall not in any event exceed the purchase price actually paid by Buyer for the particular goods at issue.



10 Confidentiality

All pictures, samples, documents and/or pricing submitted in any form whatsoever, including hardcopy or electronic medium, in connection with quotations or orders, will remain property of LA. Under no circumstances is it allowed to show, hand, copy or submit such to third parties without express prior written consent by LA.

11 Changes

Any change to these Conditions of Sale must be in writing and issued by LA.

12 Compliance with laws & regulations

Sale, assignment or transfer of the goods or data, supplied by LA, shall comply with all applicable export laws and regulations. Buyer shall prevent the sale, assignment or transfer of parts or services to persons, which are denied, debarred or sanctioned by the United Nations or by the governments of the USA or the European Community. Upon request, Buyer informs LA about the final end-user, the application of the goods and the other parties involved in the transfer of the goods to the end-user. LA is allowed to cancel the order from Buyer, without being held liable for any cancellation charges including penalties of Buyer's customers, when the supply of the goods (directly or indirectly) is prohibited by the United Nations or by the governments of the USA or the European Union or when Buyer does not provide the requested end-user data.

13 Applicable law & arbitration

Any controversy or claim arising out of or relating to Buyer's purchase, use or supply of goods by LA to Buyer, including, without limitation, arbitrability and any dispute concerning the scope of this arbitration clause, shall be settled by binding arbitration, using one neutral arbitrator. The binding arbitration shall be held in The Hague, the Netherlands, using the English language, and administered by the International Chamber of Commerce using its rules and applying the substantive and procedural law of the Netherlands, without regard to its conflict of law rules. Judgment upon the award in any arbitration rendered by the arbitrator may be entered in any court of competent jurisdiction.

Koen G. Versseput,

Lowland Aerospace
(Sales) Director



Terms and Conditions for Exchange

In addition to the General Terms and Conditions of Sale V1.1, dated January 2017 and registered at the Chamber of Commerce in The Hague under #75094916, the following conditions apply to exchange transactions.

Exchange cores

- Worn/unserviceable exchange cores will become the property of the Seller on the date of the exchange invoice, unless otherwise agreed upon. Seller will have the Part repaired, overhauled or torn down based upon the demand at that time.
- Worn/unserviceable exchange cores must be returned to Seller's facility, at Customer's expense, accompanied with a properly completed Service Report and/or unserviceable tag including reason for removal and, when applicable, the life status of life limited and TBO limited parts. Exchange cores must be of like style, part number and in normal repairable condition and in compliance with any applicable CAR's or FAR's.
- Cores must be non-incident related, not been subjected to any unusual stress or heat and, unless otherwise agreed upon, not been obtained from any Government or Military source.

Additional Charges

- Additional charges may be billed for non-acceptable exchange cores returned by Customer. Non-acceptable cores are defined as Parts that are not of like style, part number or model or Parts that cannot be modified to the Part issued by Seller.
- Additional charges may be applicable in the case of exchange cores returned with damage, corrosion, misuse or missing parts or if Customer's exchange cores require major Parts and/or rework in excess of a normal overhaul or repair.
- Additional charges may be assessed when the exchange cores or components has exceeded 80% of its life limits. In this case price of the complete core charge will be applicable.
- When the Seller ships the Part in a re-usable container, Customer must utilize it for return of the exchange core. The cost to repair or replace re-usable containers which are damaged or lost, shall be charged to the Customer.

Koen G. Versseput,

Lowland Aerospace
(Sales) Director



General Auction Terms & Conditions of Auction

General Terms & Condition of Auction Lowland Aerospace
(Rev1.1 / March 2020)

Definitions

In these conditions the following expressions have the meanings stated:

- a. LA: the private limited company under Dutch law;
- b. User: the one who has accepted these general conditions;
- c. Auction: the public sale of objects;
- d. Bid: an amount offered by a User for a lot or a combination of lots;
- e. Lot: an object or assembly of objects that is auctioned, whether or not under an auction number;
- f. Buyer: the person or identity who purchases one or more lots offered thru LA auctions
- g. Purchase price: the amount of the highest bid plus the following amounts:
 - 5% buyer's premium or what is made known by LA prior to the auction (excluding legal fees and/or duties);
- h. Sales Fee: the amount LA charges over the sold goods to the owner / identity who offered their goods to sell thru LA auction, following amounts:
 - 5% Selling fee, or what is made known by LA prior to the auction (excluding legal fees and/or duties);
- i. Allocation: the statement of LA to the User, containing the notification that the Lot, or Lots, has/have been allocated to him against payment of the Purchase price;
- j. Delivery: the moment on which the allocated Lot(s) are delivered to User;
- k. Client: the person or identity who sells via LA to auction one or more Lots;
- l. Purchase: the purchase agreement that is concluded between a Client who acts within the scope of his trade, business, handicraft or professional activity and a User or Buyer, with the explicit exception of a forced sale;
- m. Conditions: these General Conditions.

Article 1: Applicability

1.1 The Conditions apply to any Auction, any Bid and any agreement concluded within that scope between LA, Client and/or User and/or Buyer and or Buyer, as well as to any legal act performed by LA, Client and/or User and/or Buyer and/or Buyer. As far as such is required the Conditions also apply in respect of the relationship between Client and User and/or Buyer and are therefore also agreed between LA and User on behalf of and for the benefit of Client.

1.2 Parties may at all times agree to derogate from the Conditions, provided they do so in writing.

1.3 By participating in an Auction User/Client/Buyer indicates

(i) that he is acquainted with the Conditions;

(ii) that the Conditions have been handed to him before he has submitted a Bid or offered a lot of auction or has concluded a (purchase)agreement and;

(iii) that he agrees to the Conditions.



1.4 Applicability of general conditions of User/Client/Buyer, of whatever nature, is ruled out.

1.5 In so far as one or more stipulations of the Conditions for whatever reason would prove to be invalid, the other stipulations shall remain in full force. This also applies explicitly in the event that a clause contained in the Conditions cannot be maintained by operation of law because of legal provisions for the protection of consumers.

1.6 LA reserves the right to make interim changes in the Conditions. Modified Conditions will be made known to User/Client/buyer and will then replace the Conditions.

1.7 LA is entitled to make specific auction conditions applicable in addition to the Conditions. Specific auction conditions will be made known to User/Client prior to the Auction to which they relate. If and in so far as specific auction conditions of LA are in conflict with the Conditions, the stipulations in the specific auction conditions shall prevail.

Article 2: Auction procedure

2.1 The manner of preparation and execution of the auction is decided upon solely by LA. This includes, but is not confined to, the entitlement of LA to determine the course of affairs prior to and during the Auction and its power to decide, without giving reasons, which persons may or may not be admitted to the Auction, to refrain from auctioning one or more Lots or to bring changes into the composition of the Lots, not to acknowledge a Bid and/or to declare it invalid, to suspend the Auction, to resume it, to cancel it and/or to take other measures that in the opinion of LA are required. Apart from that LA is entitled to correct inaccuracies, oral or written statements provided for by LA or on its behalf (either or not during an Auction) or errors made (including in any case errors caused by computer failure, system failures and/or other technical failures), without User being entitled to derive any rights in that respect.

2.2 User/client/Buyer must be registered prior to the auction and – if requested by LA – provide adequate proof of identity. By registration User/Client/Buyer explicitly allows LA to use his personal and company data for the benefit of the company conducted by LA, all in accordance with the privacy statement hereafter. User, explicitly including buyer and/or client, agrees that all communication between him and LA, explicitly including, but not limited to, the confirmations of Bids and/or agreements between him and Client, is done digitally in a manner advocated by LA.

2.3 On demand and to the satisfaction of LA User/buyer/client must show that he is creditworthy.

2.4 User/buyer/client is obligated to follow instructions given by LA within the scope of an Auction.

2.5 User/buyer/client is given the opportunity to examine the Lot(s) prior to the Auction. Descriptions of Lot(s) and all information provided for by or on behalf of LA are given in good faith, yet LA shall not be answerable for the accuracy thereof. Users/client/buyer cannot derive any claims or rights from the afore mentioned descriptions and other information. LA is not liable for possible inaccuracies or omissions in the description of Lot(s).



2.6 User/buyer/client is entitled to participate in the Auction and to submit bids on the Lot(s) offered by him at the Auction.

2.7 LA is entitled to submit Bids on behalf of third parties.

2.8 Each Bid, explicitly including bids submitted by LA on behalf of User/buyer/client at his order and/or by proxy, such as an automatic bid, shall be considered to be unconditional and irrevocable.

2.9 Each Bid is confirmed to User/buyer/client digitally.

2.10 Upon submitting a Bid User/Buyer is considered to have submitted this Bid on his own behalf and User/buyer/client shall be personally liable for the obligations resulting from his bid. In the event that User/Buyer/Client states that he is acting on behalf of a third party, he remains, together with this third party, fully liable towards LA.

2.11 LA decides whether Allocation takes place. In principle Allocation is granted to the User/Buyer submitting the highest Bid. LA is empowered to allocate to another than the one who has offered the highest Bid.

2.12 The purchase agreement is concluded between Client and Buyer. The moment of Allocation is the moment at which this agreement is concluded and at which the Purchase price is payable by Buyer.

2.13 The Auction Fee which User/Clients owes to LA is 5% over the accepted bid. The fee will be deducted from the payment to User/Client as stipulated in 3.1

2.14 Auction Fee which User/Buyer owes to LA with the purchase is 5% over the amount of the Bid by User/Buyer. To be paid is Bid + 5% Fee to LA as stipulated in 3.1

2.15 User/Client is not allowed to withdraw the lot(s) from the auction for any reason prior to the upfront agreed Auction duration. If the User/clients cancels the auction User/Client will need to pay 10% of the minimum amount of the auction of the specific lot to LA.

2.16 If the Auction did not result in the sale of the lot(s) by not having reached the minimum Bid amount

- (i) User/Client will not be charged by LA for any cost or fee unless upfront agreed
- (ii) User/Client is free to stop the action process without any further obligations,
- (iii) User/Client is free to re-start the auction process with LA under conditions of these terms,
- (iv) LA can not be held responsible for any cost or any other for not succeeding the auction and/or sale of a lot,



Article 3: Remuneration and payment

3.1 Buyer owes the Purchase price to LA; LA shall pay to Client the part that he is entitled to.

3.2 Ultimately upon Delivery Buyer must have paid the Purchase price to LA in the manner and in the currency as specified by LA, failing which Buyer shall be considered to be in default without further notice of default being required, except in the event of a Consumer purchase. In the latter case default commences after proper notice of default has been given.

3.3 Payment shall take place without deduction or set off. I

3.4 LA is entitled to demand immediate payment in full or in part from the Buyer upon or after Allocation of the Lot(s) and/or to demand that adequate security be provided for in respect of the fulfilment of the obligations of Buyer. Should Buyer, fully or partly, fail to make such payment, LA is entitled (in any case) to reject the Bid, to invalidate it and to auction the Lot(s) again or allocate them to someone else. User is then in default by operation of law.

1. Article 4: Purchase

4.1 User/Buyer is obligated to purchase the Lot(s) allocated to him at a time and place set by LA while submitting the invoice or invoice number that was sent to him. Upon Purchase User/Buyer must furnish proof of identity on demand of LA.

4.2 The delivery of the Lot(s) by Client to User/Buyer shall be deemed to have taken place upon Purchase which applies also if it is a matter of Consumer purchase. Purchase cannot take place until the full Purchase price and possible other amounts due have been paid by User/Buyer.

4.3 User/Client is obligated to provide information or to follow instructions given by LA which (in the opinion of LA) are required for Purchase. Should User/Client fail to do so, LA is entitled to store the Lot(s) for the account and risk of User/Client, without prejudice to any other rights of LA.

4.4 In the event that Purchase requires a dismantling of the Lot(s), User/Client must see to it, for his own account and risk, that this is done in a professional manner. User/Client is liable for damage caused within the scope of Purchase of the Lot(s) and indemnifies LA – in so far as the law does not mandatorily exclude an indemnification - for claims of third parties in that respect. On demand of LA User/client must provide adequate security in case damage is caused within the scope of Purchase of the Lot(s). No interest will be paid on security deposits made by User/Client.

4.5 The Lot to be delivered must be in compliance with the agreement. Yet the User/Buyer purchases the Lot without any examination and as it is.



Article 5: Default

5.1 In the event that the allocated Lot(s) has/have not been purchased by User/Buyer and/or User/Buyer acts in violation of one or more provisions of the Conditions, User is in default by operation of law. LA is then in any case entitled to put up for auction the Lot(s) once again or to allocate the Lot(s) to another party without prejudice to the other rights of LA.

5.2 If the User/Buyer is still in default after a final pickup date to be indicated in writing by LA, the purchase agreement between the Buyer and the Client will be terminated by operation of law. The buyer owes LA a penalty after termination. For a Buyer being a natural person, who acts in accordance with his account registered with LA for purposes outside his business or professional activity, a percentage of 10% of the Bid will be owed to LA. The fine will be due without prejudice to LA's other rights, such as claiming compensation. LA will also be able to charge the Buyer € 75 in administration costs and transport costs as a reasonable reimbursement for the costs incurred by LA.

5.4 Should Purchase not be possible because of circumstances not attributable to User/Buyer and beyond User's/Buyer's control, LA is entitled to auction the Lot(s) once more or to allocate the Lot(s) to someone else. The only obligation LA has in that case is to take care of repayment of the Purchase Price that was paid.

Article 6: Liability

6.1 LA is not liable for damage to persons or things occurring before, during or after the Auction or which is caused by the Auction.

6.2 From the moment of Allocation of the Lot(s) LA is not liable for damage caused to, by or in connection with the Lot(s), including the loss of the Lot(s).

6.3 LA is not liable for visible and invisible defects in the Lot(s). User/Client is not entitled to refer to a burden or restriction that is improperly affecting the Lot(s).

6.4 LA is not liable for non-compliance of the Lot(s) with the European and Global directives, statutory provisions or any other rules and regulations, amongst which rules and regulations in the field of ensuring safety of employees at the work place.

6.5 LA is not liable for damage caused by environmentally harmful or hazardous substances in or to the Lot(s).

6.6 Within the scope of an Auction LA is not liable for the damage caused by electric failure, which must be understood to comprise defects and faults in hardware and/or software. In particular LA is not liable for damage in the event that User/Buyer is not able to submit a Bid as a result of a computer malfunction.

6.7 LA does not guarantee a successful transfer of ownership. Neither does LA guarantee that third parties cannot exercise rights to the Lot(s). LA does not accept any liability in that respect.

6.8 LA is not liable for consequential damage.



6.9 The limitations of liability contained in these Conditions do not apply if the damage is due to intent or gross negligence of LA or its subordinates holding managerial positions.

6.10 Any right of action of User/Client/Buyer against LA lapses on the expiration of twelve months running from the term within the meaning of article 4.1 of the Conditions, unless User has started legal proceedings before the competent court within this period.

6.11 Should LA in whatever manner be liable for damage, this liability shall be limited to the amount paid by its insurer. In so far as the insurer fails to pay, the liability is limited to the net invoice value of the concerning Lot(s).

Article 7: Others

7.1 All details about the Lot(s) and additional conditions which are not mentioned in these terms and/or separated agreed terms are set as per "Annex A" to this agreement

Article 8: Complaints

8.1 Any complaints User/Client/Buyer may have in respect of the services of LA of whatever nature are submitted to LA electronically at the e-mail address for that purpose.

8.2 LA makes efforts to solve complaints in an adequate way and undertakes to respond to a complaint within fourteen days after receipt thereof.

Article 9: Disputes

9.1 To all agreements between LA and User/Client/Buyer Dutch law shall apply the language will be English.

9.2 Any dispute between the User/Client/Buyer and LA shall be settled by the competent court in the Netherlands. LA remains entitled though to submit a dispute to the court that is competent pursuant to the law or the applicable international treaty.

ANNEX A – Lot and Auction Details with User/Client



To be mentioned

1. User/Client details;
2. Lot description;
3. Fee to be paid by User/Client (5% over accepted bid);
4. Fee by Withdraw (10% over min bid amount)
5. Auction start date;
6. Auction end date;
7. Remarks.



Privacy Policy Lowland Aerospace BV

This policy explains how Lowland Aerospace, Ridder van Montfoortlaan 4, 2391BZ Hazerswoude, The Netherlands (“we” or “us”) uses any personal information which it collects about you when you use our websites.

What information do we collect about you

Information that you provide by filling in forms on our sites. This includes information provided at the time of placing an order for our services, subscribing to our service, posting materials or requesting further services. We may also ask you for your personal data when you enter our competition, complete customer surveys, or contact us with any enquiry. Website usage information including traffic data, location data, weblogs, your domain name and your email address and other communication data is collected using cookies

How do we use your personal information

We process your personal data to process and fulfil your order or deliver the services you signed up for, manage your account, answer enquiries, email you about products and services which may be of interest to you and notify you about changes to our service. We will keep your personal data for a maximum period of 7 years from the time you last contacted us.

We use your personal data collected from our websites usage to track activities on our website and ensure that content from our site is tailored in the most effective manner for you and for your computer. We will keep your website usage data for the time prescribed in our cookies policy.

Disclosure of you information

We may disclose your personal information to third parties as follows:

- to our contractors helping us to deliver our services to you.
- to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements or to protect our rights, property, or safety of our visitors, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. If you no longer wish to be contacted for marketing purposes, please email us at sales@lowland-aerospace.com. You have the right to request a copy of the information that we hold about you. If you wish to do so, please email us at sales@lowland-aerospace.com

You may ask us to correct or remove information which you think is inaccurate. To request a removal or correction of your personal information, please email us at sales@lowland-aerospace.com

You have the right to lodge a complaint about our processing of your personal information with the Information Commissioner’s Office.

Changes to our privacy policy

Any changes we may make to our Privacy Policy in the future will be posted on our website and, where appropriate, notified to you by email. This Privacy Policy was last updated on 1 May 2018.



Other websites

Our site may contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed us to: sales@lowland-aerospace.com or send by post to our address Lowland Aerospace, Ridder van Montfoortlaan 4, 2391BZ, Hazerswoude, The Netherlands