

RotorSport UK Ltd General Terms and Conditions

I. General

These General Terms and Conditions apply to all contracts, deliveries and other services including consultancy services. Conditions of Purchasing from the buyer are explicitly refused. Orders are carried out based on these Conditions of Purchasing in conjunction with the specifications of the quote detailed in the order confirmation. Conditions of the customer/buyer are only binding for RotorSport UK Ltd after they have been accepted in writing by RotorSport UK Ltd. Missing objections on the part of RotorSport UK Ltd do not count as agreement.

II. Delivery

The time for delivery detailed in the order confirmation is only an approximation. The time for delivery begins on the date all technical and other details of the order have been clarified, all necessary documentation has been provided, and if applicable, the agreed payment has been received. The time for delivery increases by the amount of time the buyer fails to fulfil his part of the contract.

The time for completion or delivery increases accordingly - even within a delay - in cases of force majeure and if, after signing of the contract, unforeseen obstacles occur (especially business disruptions, industrial action, lock-outs or interruptions of the transportation routes) which are outside our control but which have a significant proven effect on the intended time for completion and, as the case may be, delivery. This applies also if the circumstances occur at our sub-supplier, supplier or subcontractor. As soon as possible the customer will be notified about the beginning and the end of such obstacles. The buyer can expect a statement whether we want to withdraw from the contract or whether we are going to deliver within an appropriate period of time. If we do not state our intentions immediately, the buyer is entitled to withdraw from the contract, in which case claims for damages are excluded. Regarding delays of delivery, we are only liable for our own faults. We are not liable for the faults of our suppliers. We are committed to pass on any compensation resulting out of claims against our suppliers to our customers. In cases of delayed delivery, the buyer is only entitled to withdraw from the contract after we have been notified by the customer and if we are unable to deliver within a period of grace of at least 8 weeks specified by the customer.

III. Acceptance

After notification of completion, the buyer is bound to accept the purchased item at the agreed location within 8 days. If the customer delays the acceptance and the purchased item is not accepted within a period of grace, RotorSport UK Ltd is entitled to withdraw from the contract and to ask for damages. A period of grace is not necessary if the customer seriously and finally declines acceptance or if they are obviously unable to pay. When RotorSport UK Ltd asks for damages, they will amount to 20% of the purchase price plus the costs of any additional services such as transport etc. The amount might be more or less depending on whether RotorSport UK Ltd is able to prove excess damages or whether the customer is able to prove less damages. Shifting of the burden of proof to the customer is not linked to this. If the customer delays the acceptance a fee of £5.00 plus VAT per day will be charged for storage. The customer assumes liability for the storage.

IV. Packaging / Shipping

In general, all items are shipped without packaging. RotorSport UK Ltd charges for packaging depending on the type and amount of packing material provided. If RotorSport UK Ltd does not dispose of the return of the packaging material provided, it is the responsibility of the buyer to dispose of it at his own expense. If the purchased item is shipped, the buyer carries the cost for transport and packaging.

V. Passing of Risk

Our delivery is ex works or, as the case may be, ex store. With handover of the goods to the transport company - independent of whether instructed by the buyer or by us - the risk is passed to the customer. This also applies to partial shipments. If the customer requests a delay or is otherwise responsible for a delay of the shipment, the goods will be stored at the cost and risk of the buyer. In this case, the notice of readiness for despatch resembles the shipment. If the customer himself agrees the collection, the risk is passed to the customer with notice of readiness for despatch/collection.

VI. Payment

The agreed purchase price is due according to the specifications in the acknowledgement of order, at the latest in full on delivery. Unless otherwise agreed, 50% of the purchase price is due with the order. The remaining amount - without any deductions - is due, at the latest, with the handover of the goods and, at the earliest, with acknowledgement of order. Unless otherwise stated in writing in the acknowledgement of order, all prices are net prices plus VAT. The price does not include packaging and is ex agreed place of delivery. Payments are to be made in cash or in advance by transfer without any deductions. The day of payment is the day the money is available to RotorSport UK Ltd. We reserve the acceptance of drafts and cheques. They are accepted in lieu of payment but are only deemed as payment after encashment. The buyer pays any bank charges. Interest for delay is charged at a rate of 5% above base-rate. This rate might be higher or lower depending on whether we are able to prove debit with a higher interest rate or whether the buyer is able to prove a lower debit. The purchase price is part-based on an ongoing average Euro/sterling exchange rate. If the rate falls significantly, RotorSport UK Ltd reserves the right to charge the difference to the customer.

VII. Retention, Charging

Refusal to pay or retention is not allowed. This even applies if the buyer knows of a fault or any other reason for complaint. It applies also if the customer is unaware of the fault due to gross negligence, unless RotorSport UK Ltd fraudulently concealed the fault or other reason for complaint, or has accepted an additional explicit written guarantee for the condition of the goods. Charging is only admissible in cases of undisputed or legally determined, binding counterclaims. In cases of faults or other reasons to complain only an appropriate amount of money can be kept back.

We are entitled to take the goods back, if the buyer delays payment or if he fails to encash a bill on the due date. Herewith the buyer explicitly accepts this condition. Furthermore, we can prohibit the sale and the removal of the delivered goods. The redemption is not a rescission of the contract as long as the consumer credit law does not apply.

VIII. Ownership retention

RotorSport UK Ltd reserves the ownership of all goods until all, as a result of the business relationship, outstanding bills, including future bills as a result of simultaneously or at a later date closed deals have been paid.

It applies also when individual or all outstanding bills have been summarised in one bill, and a balance has been struck and agreed. If the payment of the purchase price by the buyer validates two-way liability, then the retention of title does not expire until the bill has been honoured by the buyer as payer.

Third party rights are not to be substantiated using the proviso goods (sales, amalgamation, connection, processing, cession by security, etc.). The buyer must immediately inform RotorSport UK Ltd about possible access to the proviso goods. The buyer is not entitled to dispose of the proviso goods. The ownership retention extends to all outstanding monies owed by the buyer to RotorSport UK Ltd which are a result of the purchase of the goods. This includes among others repairs and replacements. During the period of ownership retention the buyer is bound to keep the goods in good working order, and to immediately ask RotorSport UK Ltd or a company authorised by RotorSport UK Ltd to carry out all necessary maintenance and repair at his own expense. The buyer is bound to insure any delivered proviso goods against theft, fire, etc.

IX. Notification of defects, Warranty and Liability

For defects we are liable as follows:

- Complaints due to inadequate or incomplete deliveries within 14 days of receipt of goods directly to us and NOT to agents. Otherwise the delivery and service is accepted as faultless.
- If the buyer finds a fault, the goods is not at his disposal, i.e. he cannot divide, sell or process the goods until an agreement about the settlement of the complaint has been reached.
- Furthermore, the buyer is bound to give us an opportunity to assess the reasons for the complaint in situ or, as it may be, to make the goods or a sample available at our request; in case of culpable refuse the warranty is void.

We only guarantee the delivered goods as long and in as far as we can raise a claim against our suppliers. For different types of goods different types of warranty regulations are applicable which we will disclose with respect to the goods if requested.

We are not liable for any damages resulting out of improper, inappropriate use, or wrong assembly, or assembly, commissioning, modifications and repairs which have not been carried out by us, or faulty or careless handling, or natural wear, or if maintenance has not been carried out or recorded.

In case of a justified claim we are, under consideration of the type of fault and the interests of the customer, entitled to determine the kind of remedy (replacement/repair).

The customer has to notify us immediately about any warranty claims.

X. Defects as to quality

Claims period is six months only for the airframe, although the engine may have a different warranty from the supplier. This does not apply if other periods of time are regulated by law. Pictures, drawings, dimensions and weights mentioned in catalogues, price-lists or other printed matter or publications accessible to the public (e.g. web sites, etc.) are not binding. The information does not constitute any legal warranties if these are not explicitly given by us in writing for individual cases.

Claims for damages and reimbursement of expenses, independently of the legal ground, especially for breach of duty of obligations and illegal action are exempt.

This does not apply in cases of explicitly excepted written guarantees or exercise risk. In principle these are not agreed.

It is also not applicable, if we are liable by law, e.g. according to the Product Liability Law, or in cases of gross negligence of damages to life, body or health as well as in cases of breach of major contractual obligations. The claim for damages due to breach of major contractual obligations is restricted to contract typical, predictable damages, as long as we are not accused of gross negligence or as long as we are not liable for damages to life, body or health. Shifting of the burden of proof to the customer is not linked to this. This arrangement applies to the buyer accordingly.

We reserve the right to modifications of the design due to changes of production or due to improved or modified regulations even after the order has been placed. These modifications are explicitly accepted by the buyer as long as they do not affect usability of the goods.

XI. Miscellaneous

There are no agreements in addition to the contract in hand. Changes or additions must be put in written form to be legally effective. This is also applicable for the need to put things in writing.

In case that one or more terms of this contract are not valid, the rest of the contract is not affected. The contracting parties will agree on commercially similar, legally effective alternatives for terms, which are not valid.

We herewith inform the buyer, that personal data relevant to the business relationship will be processed and stored in accordance with the UK Data Protection Act.

Place of delivery and payment is the registered office of RotorSport UK Ltd. Place of jurisdiction, including action on a cheque and bill as well as any other disagreements is England, as long as the buyer is a trader, a legal body of the public law or is subject to public law or separate estate. We are entitled to sue the buyer at his own place of jurisdiction.

The contractual relationship is solely based on the applicable law of England to the exclusion of the UN-Convention on Contracts for the international sale of goods.