

General Terms & Conditions of Sales and Delivery (“GTC-SDs”)

1. General

- 1.1.** These general terms & conditions of sales and delivery (“GTC-SDs”) apply to all customer orders for any supply of products and services by Anavia AG (“ANAVIA”). They shall form an integrated part of the Contract and shall prevail over all other terms and conditions.
- 1.2.** Any terms and conditions of the Customer relating to the ordering and purchase of Products and/or Services are hereby rejected and shall be invalid. Any other agreements and material declarations by the contracting parties must be made in writing.
- 1.3.** A sales and delivery contract with the customer will come into being only upon written acceptance by a written order confirmation by ANAVIA. This also applies if the customer’s order was preceded by an ANAVIA offer.
- 1.4.** Electronic signatures that are communicated by eMail or other means of communication are permitted and binding. Such signatures where possible replace a physical signature.
- 1.5.** If any provision of these GTC-SDs should prove to be wholly or partially ineffective or impractical, the contracting parties will replace this provision with a new agreement that most closely approximates their legal and business goals.

2. Definitions

- 2.1.** “Contract” shall mean a legally binding agreement for the sale and purchase of Products and/or Services between the Parties.
- 2.2.** “Customer” shall mean the person or party whose order for Products and/or Services have been accepted by ANAVIA and agreed upon in a Contract.
- 2.3.** “Parties” shall mean ANAVIA and the Customer. “ANAVIA” means Anavia AG.
- 2.4.** “Products” shall mean aircraft, aircraft components, accessories, payloads, spare parts, ground support and test equipment, technical publications, pilot equipment and any other products used for or associated with the operational support of ANAVIA aircrafts.
- 2.5.** “Services” shall include but not be limited to training, repair, maintenance and overhaul services on ANAVIA aircraft provided by ANAVIA personnel and/or its field service engineers in accordance with a Contract.

3. Quotation and purchase order

- 3.1.** Any quotation issued by ANAVIA to the Customer may be withdrawn at any time at the discretion of ANAVIA. Quotations without an acceptance period are not binding. Quotations are therefore not be valid for the customer without a legally binding order confirmation from ANAVIA.



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3.2. Purchase orders issued by the Customer must be received by ANAVIA within the validity period of the offer and shall only be valid if they fully comply with all terms and conditions of the respective ANAVIA offer.

3.3. Contracts shall only become effective after ANAVIA has issued and the Customer has received a duly signed order confirmation.

3.4. The Customer's purchase order shall specifically include: Purchase order number, Part number, Description of Supplies and/or Services, Quantity, Shipping address, Delivery date(s) and Prices in accordance with the current ANAVIA Annual Price List or ANAVIA offer.

3.5. ANAVIA is authorized to make any improvements changes to increase safety, compliance, performance or durability of products if such changes do not cause a price increase.

4. Prices

4.1. Unless otherwise agreed in writing, all prices are net and ex works (exclusive of freight, packaging, insurance and duties) ANAVIA's facility, Villmergen, Switzerland. All other costs such as freight, packaging, insurance, export logistics, import, taxes and other duties or permits will be at the customer's expense. The applicable Incoterms at date of customer order apply.

4.2. The customer shall pay any other types of taxes, duties, charges and fees which are levied in relation to the customer contract. Customer will reimburse ANAVIA for these costs if ANANVIA had to pay such costs directly to execute the customer order.

4.3. ANAVIA reserves the right to adjust prices if (a) currency exchange rates to the Swiss Franc ("CHF") or if (b) purchasing prices of products or materials should change of more **than 5%** between the time of quotation and the date of delivery.

4.4. ANAVIA reserves its right to adjust prices for customer specific products and services if (a) customer changes the design, material and/or execution for customer specific products and services or if (b) documents supplied by the customer did not correspond with the actual circumstances or were incomplete or not correct. In these cases, prices will be adjusted in-line with the effective increased costs.

4.5. ANAVIA shall not held responsible and shall not pay for any costs in relations to regulations or standards which customer needs to comply in order to operate his aircraft.

5. Customer specific adaptations and payload integration

5.1. Customer might order customer specific adaptations to products and services for instance for customer specific payload integration. ANAVIA will confirm such customer specific adaptations only by a written order confirmation.

5.2. Required technical documentations, drawings and calculations of such customer specific adaptations remain property of ANAVIA. Customer will have access to documentation necessary to operate the aircraft or documentation required for national authorities.

5.3. Required tooling of any type necessary to perform customer specific adaptations, apart from those provided by the customer, will remain the property of ANAVIA.

5.4. ANAVIA will bear the storage costs for tooling provided by the customer during the first 12 months after the first delivery of products, thereafter the storage costs will be fully born and paid at the begin of each calendar year by customer. Maintenance costs of such tooling will be borne in all circumstances by the customer.



6. Delivery

- 6.1.** ANAVIA shall deliver all Products and/or Services Free ex works. The applicable Incoterms at date of customer order apply.
- 6.2.** All delivery dates are non-binding estimates only. The Customer shall have no right to terminate the Contract in case of delivery delays. In case of unlawful intent or gross negligence on behalf of ANAVIA which cause delivery delays of more than one-hundred-twenty (120) days, Customer shall have the right to terminate the Contract.
- 6.3.** Products which have been delivered in accordance with this clause shall not be returned by the Customer without the prior written consent of ANAVIA.
- 6.4.** ANAVIA shall be entitled to deliver the Supplies in partial shipments.
- 6.5.** The Customer shall be the responsible importer of record of the Products.

7. Terms of payment

- 7.1.** Unless otherwise agreed, customer payments must be made according ANAVIA'S payment schedule ten (10) days from invoice date, unconditionally, without any deduction of discounts, withholdings, set-off or counterclaims, expenses, taxes, duties, charges, customs fees, levies, import duties, fees and similar charges.
- 7.2.** Offsetting mutual claims arising from or in connection with this contract is only possible with an acknowledged or legally enforced counterclaim. If the Customer is required under any mandatory law to make any such deductions, withholdings, set-off or counterclaims, the Customer shall pay such additional amounts as may be necessary to ensure that ANAVIA receives a net amount equal to the full amount which ANAVIA would have received had payment not been made subject to such deductions, withholdings, set-off or counterclaims.
- 7.3.** Payment due dates must also be respected if transport, delivery, assembly, operating of the aircraft(s) or acceptance of any other products or services are delayed or become impossible for reasons not attributable to ANAVIA.

If some products are missing or if additional work proves to be necessary but do not make it impossible to operate safely the aircraft, other products or services, payment due dates must also be respected.

- 7.4.** If any agreed deposit is not paid in time as outlined in the contract, ANAVIA will be entitled to enforce the contract or withdraw from the contract and, in both cases, to demand compensation.
- 7.5.** If the customer fails to meet the agreed payment due dates, late payment interest will be due without reminder from the due date at the rate imposed by Swiss banks for unsecured current account loans, but at least 5%. Payment of late payment interest will not exempt the customer from its duty of payment, its other contractual obligations, or its obligation to pay compensation.

8. Reservation of title

- 8.1.** ANAVIA will retain title to all its supplies and services until it has received payment in full in accordance with the contract.
- 8.2.** The customer undertakes to help fulfil ANAVIA'S respective requirements at the first request.



9. Lead time

9.1. The lead time begins as soon as (a) the contract is concluded, (b) all official formalities of authorities such as export, import and payment permits have been obtained, (c) the payments and any securities to be provided for the order have been rendered and (d) any technical topics have been clarified.

9.2. The lead time is met if, by the end of the lead time, the ready for shipping messages has been sent to the customer or if ANAVIA has demonstrated that it is ready to ship products or to provide the services.

9.3. A pre-requisite for lead time compliance with ANAVIA's contractual obligations is conditional with the timely payments and customer proactive cooperation obligations.

9.4. The lead time will be extended by a reasonable time:

- if ANAVIA does not receive the information required to fulfil the contract in good time or if the customer changes them subsequently, causing a delay of ordered products and services;
- if obstacles arise which ANAVIA cannot avert despite taking due care, irrespective of whether these occur at ANAVIA, the customer or a third party. Such obstacles or impediments include epidemics, mobilization, war, insurrection, major operational disruptions, accidents, industrial disputes, late or faulty supply of the necessary raw materials, semi-finished or finished products, proved rejection of necessary tooling or material, official measures or prohibitions, natural events;
- if the customer or third-party defaults on fulfilling their contractual obligations arising from this contract or previous orders, in particular if the customer fails to comply with the GTC-SDs and in particular with its payment(s).

9.5. If a particular date is agreed instead of a lead time, this date is equivalent to the last day of a lead time; sections 9.1. throughout 9.4. apply accordingly.

9.6. The customer will not be entitled to withdraw from the contract of ordered products and services or have any other claims such as a price reduction or compensation due to delay in delivery of ordered products and services.

This restriction does not apply to unlawful intent or gross negligence on the part of ANAVIA which cause delivery delays of more than one-hundred-twenty (120) days.

10. Transfer of risk and title

10.1. The risk and benefit shall pass to the customer no later than on the date of shipping of ordered products ex works or, for services, no later than at the date of completion of executed services.

10.2. If shipping is delayed at the customer's request or for other reasons not attributable to ANAVIA, the risk transfers to the customer shall be at the time originally planned for shipping (ex works). From this time on, the products will be stored and insured at the customer's expense and risk.

10.3. Notwithstanding the passing of risks, title to the Products shall not pass from ANAVIA to the Customer until ANAVIA has received full payment of all outstanding amounts.

11. Export regulations

11.1. Export logistics and import are the responsibility of the customer. The following applies if the customer commissions ANAVIA with the export regulations:



11.2. The obligations of ANAVIA under any Contract shall be subject to the timely receipt by ANAVIA of any and all export licences, permits or export approvals required under Swiss, U.S. and any other applicable export control laws and regulations, court decrees, administrative orders etc.

11.3. Within thirty (30) days of any written request by ANAVIA, the Customer shall provide ANAVIA with any certificates of destination, import declarations, nontransfer certificates or end-user certificates which are required for obtaining any export licences, permits or export approvals.

11.4. Notwithstanding any other provision herein, ANAVIA shall have no liability and no obligation to provide substitute Products or Services, nor shall ANAVIA be deemed to be in breach of a Contract if any government withdraws or fails to issue or renew any export licence or other official authorisation required for the delivery of any Supplies or Services or any part thereof.

11.5. Should ANAVIA fail to obtain any required licenses, permits or export approvals, or should any issued license, permit, export or re-transfer approval be withdrawn or delayed, such failure, withdrawal or delay shall be considered as a Force Majeure event.

12. Inspection and acceptance

12.1. Testing and inspection of the Supplies shall be made in accordance with the ANAVIA's EN9100 quality assurance procedures. Aircrafts, aircraft components and respective spare parts will ship with a test compliance report. Should the customer demand customer specific inspections and quality assurance measures, customer needs to agree and order such requests in writing to ANAVIA.

12.2. The customer must inspect the products and services within a reasonable period but no later than ten (10) business days after receipt and notify ANAVIA in writing of any incorrect or incomplete deliveries or defects (incl. Absence of warranted properties) without further delay. If it fails to do this, the products and or services will be deemed to have been accepted.

12.3. ANAVIA must rectify any incorrect or incomplete deliveries or defects notified in accordance with section 12.2. as quickly as possible. The customer must give ANAVIA the opportunity to do so. After rectification, an acceptance test will be performed at the request of the customer or ANAVIA (at ANAVIA's cost).

12.4. Defects of any type in (part-) deliveries or (partial-) services will not give the customer any rights or claims except those explicitly cited under warranty, liability for defects (section 15.).

13. Shipping, transport and insurance

13.1. Any special requests in respect of shipping, transport and insurance must be notified to ANAVIA no later than at the time of order.

13.2. The customer must direct any complaints relating to logistics to the respective logistics provider without delay on receipt of the products and its freight documents. ANAVIA shall be informed no later than 48 hours thereafter.

13.3. Delivery is ex works and therefore freight, packaging, insurance, export logistics, import and other duties or permits is at customer's expense at customer's risk. Insurance against damage of any type is at customer's responsibility.

The applicable Incoterms at date of customer order apply.



14. Quality standard, compliance to ANAVIA manuals and regulations

14.1. Aircrafts are developed, manufactured and tested according to SC-Light (SC Light-UAS Medium Risk 01; Issue: 01 Date: 17 December 2020). The authorisation of the Swiss NAA (BAZL) is currently in progress and expected by the end of 2021.

14.2. ANAVIA purchases its aircrafts and other products as well as related services from its sister company Connova AG. CONNOVA is a EN9100 certified Swiss high-tech company focusing on Aerospace products and services. Connova AG has developed, manufactured and tested the aircrafts according to SC-Light (SC Light-UAS Medium Risk 01; Issue: 01 Date: 17 December 2020).

14.3. The customer must operate and maintain the aircraft strictly according ANAVIA's flight manual. The aircraft must only be piloted by aircraft type-trained and released pilots from ANAVIA.

14.4. The customer reviewed before ordering of products and services the local regulations and standards relating to the aircraft and its operation. He confirms that he will comply with these local regulations and standards. The customer confirms by ordering products and services from ANAVIA that ANAVIA products and services (including customer specific adaptations and payload integrations) comply with the regulations and standards at the domicile of the customer and the intended places of use of the products.

Customer shall notify ANAVIA that regulations or standards have changed (after ordering) which customer needs to comply in order to operate his aircraft.

Should products and services not comply with regulations and standards at the domicile of the customer or the intended places of use of the products, the customer will inform ANAVIA in writing any related concerns before ordering products and services.

14.5. Customers are responsible to record and store all flight and service data and provide this data on request to ANAVIA. In case of warranty, liability or defects ANAVIA is granted full access to such data. In case customer cannot or does not want to grant full data access, ANAVIA rejects any claims on warranty or any other liability.

15. Warranty, liability for defects

15.1. Warranty period:

ANAVIA warrants that **Aircrafts** are free from defects in material, design and execution for a period of twenty-four (24) months or two-hundred-fifty (250) operating hours, whichever period expires first, such periods to be calculated from the date of delivery from ANAVIA's facility.

ANAVIA warrants that **ANAVIA products** other than Aircrafts are free from defects in material, design and execution during a period of twelve (12) months, such periods to be calculated from the date of delivery from ANAVIA's facility.

ANAVIA warrants that **used Products** which have been repaired, overhauled or maintained by ANAVIA are free from defects in material (delivered or incorporated), design and execution during a period of six (6) months, such periods to be calculated from the completion of the service provision or after notification of the service or repair on site at the customer.

If shipping is delayed for reasons not attributable to ANAVIA, the warranty period will end no later than twenty-six (26) months after the date the ready for shipping message has been sent (or two-hundred-fifty (250) operating hours).

ANAVIA'S warranty shall apply exclusively to products purchased directly at ANAVIA and services performed by ANAVIA. ANAVIA rejects any warranty for products not purchased directly at ANAVIA and services not performed by ANAVIA.



15.2. Warranty expiration:

THE WARRANTY WILL EXPIRE PREMATURELY IF (a) CUSTOMER OR ANY APPROVED THIRD PARTY MAINTAIN THE AIRCRAFT NOT IN ACCORDANCE WITH ANAVIA'S FLIGHT OPERATION AND OR MAINTENANCE MANUAL, IF (b) ANY NONE-APPROVED THIRD PARTY MAINTAIN THE AIRCRAFT, IF (c) THEY MAKE IMPROPER CHANGES OR REPAIRS, IF (d) NOT ORIGINAL ANAVIA SPARE PARTS ARE USED, IF (e) IN THE EVENT THAT A DEFECT HAS OCCURRED, THE CUSTOMER FAILS TO TAKE APPROPRIATE DAMAGE-LIMITATION MEASURES IMMEDIATELY AND / OR DOES NOT GIVE ANAVIA THE OPPORTUNITY, IN WRITING, TO RECTIFY THE DEFECT, IF (f) OPERATE THE AIRCRAFT WITH PILOTS WHICH WHERE NOT OFFICIALLY TRAINED BY ANAVIA AND HAVE NOT PASSED SUCCESSFULLY THE ANAVIA TYPE RATING CLASS, IF (g) DEFECT WAS CAUSED BY FLUID CONTAMINATION (FUEL, HYDRAULIC, NITROGEN OR LUBRICATION), IF (h) DAMAGE WAS CAUSED DURING THE USE OF THE SUPPLIES IN COMPETITION FLIGHTS, WHILST TRYING TO ESTABLISH FLIGHT RECORDS OR EXPERIMENTAL FLIGHTS BEYOND OPERATING LIMITS, OR NOT IN CONFORMANCE WITH APPLICABLE TECHNICAL MANUALS, IF (i) DEFECT RESULTED FROM OTHER CAUSES SUCH AS, BUT NOT LIMITED TO, NORMAL WEAR OR TEAR, CRASHES, COMBAT, FORCE MAJEURE, MISUSE, NEGLIGENT USE OR UNAUTHORISED MODIFICATION, IF (j) CUSTOMER HAS NOT TAKEN ALL PRECAUTIONS TO MITIGATE DAMAGES AND/OR IF (k) CUSTOMERS DID NOT RECORD, STORE AND SHARE ALL FLIGHT AND SERVICE DATA WITH ANAVIA.

15.3. Liability for defects in materials, design and execution

ANAVIA undertakes, at the written request of the customer and excluding any other claims, to rectify, to repair or replace at its discretion as quickly as possible any parts of ANAVIA products that is proven to be defective, became harmful or unusable prior to expiry of the warranty period due to faulty materials, poor design or defective workmanship.

ANAVIA will bear the costs of replacement or repair done in its factory. Costs of replacement and repair outside the ANAVIA factories will be borne by the customer. All transportation costs, the risk during transportation to and from ANAVIA or the site designated by ANAVIA, as well as all taxes, duties and other charges shall be borne by the customer.

Replaced parts will become the property of ANAVIA.

15.4. Liability for warranted properties

As a rule, liability for warranted properties presupposes that the customer has made a notification in accordance with section 12.2. Liability for warranted properties is only accepted for those properties that are explicitly designated as such in the order confirmation. The warranty shall apply only until expiry of the warranty period according to section 15.1. at the latest, unless a longer period has been warranted. If the warranted properties are not fulfilled or are only partially fulfilled, ANAVIA will be entitled to perform improvement work. The customer must give ANAVIA the necessary time and opportunity to do so. If this improvement fails or is only partially successful, the customer can claim a reasonable price reduction.

15.5. Exclusion of liability for defects

ANAVIA's warranty and liability excludes damage to products supplied by ANAVIA which can be proven not to be due to poor materials, faults design or defective execution e.g. damage as a result of general wear, fracture or excessive stress, overload, improper maintenance, unsuitable fuel, lubricants and auxiliaries, failure to comply with ANAVIA'S flight operation and or maintenance manual and respective instructions, as well as due weather conditions, air pollution, electric or chemical influences and interference with other products, systems or due to other reasons not attributable to ANAVIA.

15.6. Warranty expires with none-approved sub-contractors

The warranty will expire immediately if a none-approved (by ANAVIA) third party sub-contractor repairs, maintains or services the aircraft.



15.7. Exclusivity of warranty claims

The customer shall have no rights or claims due to defects in materials, design or execution or absence of warranted properties except those explicitly cited in sections 15.1. to 15.6., and in particular shall have no claims to annulment or compensation.

15.8. Liability due to defective advice etc. or due to infringement of any secondary obligations

ANAVIA will only accept liability for claims by the customer due to defective advice etc. or due to infringement of any secondary obligations in the event of unlawful intent or gross negligence.

15.9. Exclusion of liability

Unless otherwise explicitly provided for in these GTC-SDs, all representations, warranties and guarantees in relation to the Products and/or Services, whether express or implied, statutory or otherwise, are herewith excluded and ANAVIA shall not be liable in contract, tort, breach of statutory duty or any other legal theory for any injury, death, destruction, loss or other damage whatsoever arising out of or in connection with Products and/or Services.

In any case, the liability of ANAVIA is limited to gross negligence or wilful misconduct of ANAVIA and/or its own personnel. The liability is limited to the compensation for proven direct damages and in any case limited in its amount to the value of the Products and/or Services delivered under the respective Contract.

ANAVIA shall not be liable for special, indirect, incidental or consequential damages of any kind including, but not limited to, loss of revenue, loss of use, cost of capital or cost of interruption of operation however caused.

ANAVIA assumes no obligation to insure any aircraft, components, parts or equipment located on its premises which belong to the Customer.

15.10. The warranty rights and persuasions cannot be ceded to third parties without the prior written consent of ANAVIA.

15.11. The customer will follow ANAVIA's return of products processes for products under warranty or for repair.

16. Documentation and information

16.1. Any documentation and data disclosed to the Customer under a Contract shall remain the exclusive property of ANAVIA. The Customer shall keep confidential and not disclose (active or passive) such proprietary documentation and data to any third party without the prior written consent of ANAVIA.

16.2. ANAVIA undertakes its best efforts to ensure the accuracy of all descriptions, diagrams and other information contained in documentation issued by ANAVIA, such descriptions, diagrams and other information are delivered for convenience only and shall not be deemed to constitute any representation, warranty or undertaking on the part of ANAVIA unless specifically so agreed by Pilatus in writing.

16.3. Any data contained in catalogues, leaflets, brochures, circular letters, advertisements, websites, social media such as plans, drawings, sketches, wiring diagrams, illustrations and weight schedules are not reviewed at all times by the respective nominated staff of ANAVIA and therefore shall not be binding upon ANAVIA.

16.4. Unless otherwise agreed, the only legally binding information are quotations and order confirmations of our sales representatives, as well as the officially released documents by ANAVIA's Accountable Manager (ACM) or its Safety & Compliance Manager (SCM).

16.5. FLIGHT AND MAINTENANCE MANUAL AND OTHER OFFICIAL TECHNICAL DOCUMENTS ARE ONLY LEGALLY BINDING IF THESE ARE EXPLICITLY RELEASED AND SIGNED BY ANAVIA'S ACM.



16.6. OPERATION OF THE AIRCRAFT(S) IS ONLY ALLOWED IN ACCORDANCE WITH THE LATEST REVISION OF THE ANAVIA'S FLIGHT OPERATION AND MAINTENANCE MANUAL AND OTHER TECHNICAL DOCUMENTS, WHICH ARE MARKED AS "ANAVIA LEGALLY BINDING DOCUMENT".

16.7. Each contracting party reserves all rights to plans and technical documents it provides to the other party. The receiving party acknowledges these rights and will not disclose the documents in full or in part to third parties without the prior written consent of the other contracting party or use them for any purpose other than the one for which they were supplied.

17. Software

17.1. Any software supplied by ANAVIA will remain the full property of ANAVIA or its licensor. The customer will be granted a personal, non-exclusive, non-transferable license to use the software in direct connection with the supplied products. The customer acknowledges the confidential nature of the software.

17.2. Except as otherwise specified in writing by ANAVIA, the Customer shall not use such software for any purposes other than the purposes of the Contract, nor shall such software be copied or modified by the Customer, its agents, employees or subcontractors or disclosed by them to any third party.

17.3. The warranty for software is limited to defects that cause unacceptable defects in the functioning of the aircraft, remote ground control station units or payload systems. ANAVIA will replace the software with software that is free of defects.

18. Non-performance, poor performance and consequences thereof

18.1. In all cases of poor performance or non-performance that are not otherwise governed, in particular if (a), for no good reason, ANAVIA starts to execute the products and services so late that the fulfilment of the contract can no longer be foreseen, if (b) execution contrary to contract is definitely foreseeable for reasons attributable to ANAVIA or (c) if products and services are executed contrary to contract for reasons attributable to ANAVIA, the customer shall be authorized to set ANAVIA a reasonable deadline for compliance.

If ANAVIA fail to do so and the deadline for compliance is not met for reasons attributable to ANAVIA, the customer can withdraw from the contract in respect of the products or services that have been executed contrary to contract or for which this can definitely be foreseen. In this case, customer can claim back any payments that have already been made by customer in respect of the unused portion.

18.2. In such a case, the provisions of section 19. will apply in respect of any claim for compensation by the customer and exclusion of further liability and the claim for compensation will be limited to 10% of the contract price for the products and services for which the customer has withdrawn from the contract.

19. Exclusion of further liability

19.1. The customer shall have no other claims than those explicitly cited in these conditions, irrespective of the legal grounds on which they are based, in particular any claims for compensation, price reduction or withdrawal from the contract that are not explicitly cited.

Under no circumstances shall the customer have any claim to compensation for harm that has not occurred on the supplied product itself, such as operation stoppage, loss of use, loss of orders, loss of profit or any other indirect harm. These restrictions do not apply to unlawful intent or gross negligence by ANAVIA, but they do apply to unlawful intent or gross negligence of auxiliary persons.

19.2. ANAVIA assumes no liability for materials, components and parts which have been delivered to ANAVIA by the customer for further integration, testing or other processing work.



All claims of the customer with respect to the damage caused to materials, components and parts, which were supplied by the customer or its suppliers to ANAVIA, and which are the result of faulty design or defective execution at ANAVIA, are excluded.

ANAVIA will fully pay for cost of repair, improvement or new execution of work and services which are incurred in its own factory. Cost of replacement of delivered materials, components and parts and repair outside ANAVIA are explicitly paid and borne by the customer.

20. Part deliveries and partial services

20.1. If part deliveries are to be made, the acceptance and warranty based on these conditions will be applied separately. The same applies if services are provided which are or can be used by the customer in steps.

21. ANAVIA right of recourse

21.1. If actions or inaction by the customer or its auxiliary persons should injure persons, damage the property of third parties or should any other harm arise and claims are made against ANAVIA as a result, the latter shall have a right of recourse against the customer.

The customer will hold ANAVIA harmless.

22. Translation

22.1. ANAVIA's legal binding documents are exclusively in English. If there should be discrepancies between documents in English and those not in English, the English documents shall prevail exclusively.

23. Intellectual Property and Data Protection

23.1. Nothing in the Contract shall affect or change the ownership of background intellectual property of ANAVIA or the respective third parties. All foreground intellectual property which is developed under a Contract shall vest on its creation in ANAVIA, regardless of whether or not it forms part of the Products or Services.

23.2. ANAVIA shall have the right to store, to communicate, to process and delete person-related data of customer in the framework of their business relations.

23.3. The parties shall undertake to keep any data and knowledge obtained in the course of their business relationship absolutely confidential vis-à-vis third parties.

24. Confidentiality

24.1. The Contract, offers, order confirmations, manuals and all other material documents and information supplied by ANAVIA to the Customer, its agents, employees or subcontractors under a Contract shall be treated confidential. Their use and disclosure shall be strictly limited to those persons who have a need to know for the proper performance of a Contract and the Customer shall not disclose any such information to any third party without the prior written consent of ANAVIA.



25. Termination for convenience

25.1. ANAVIA may terminate any Contract at any time in whole or in part, subject to thirty (30) days prior written notice to the Customer. Such notice shall specify the extent to which the Contract is terminated and the effective date of such termination.

25.2. ANAVIA shall reimburse any unused advance payment received in respect of the terminated part of a Contract. ANAVIA shall not be liable for any costs or damages incurred by the Customer due to such termination.

26. Termination by the customer

26.1. The Customer may terminate the Contract at any time upon sixty (60) days prior written notice to ANAVIA.

26.2. Upon receipt of the termination notice, the Customer shall pay liquidated damages to ANAVIA which shall be calculated as follows:

- a) If the termination notice is received after Order Confirmation: thirty (30%) percent of the value of the terminated item(s);
- b) If the termination notice is received on or before six (6) weeks prior to the scheduled delivery date: fifty (50%) percent of the value of the terminated item(s); or
- c) If the termination notice is received on or before four (4) weeks prior to the scheduled delivery date: one hundred (80%) percent of the value of the terminated item(s).

26.3. The Customer shall bear all costs and expenses resulting from such termination including, but not limited to, material commitments with subcontractors and suppliers, material on hand, work in process and manufacturing expenses if and to the extent such costs and expenses exceed the liquidated damages set out in clause.

26.4. Payment of these charges shall be due within thirty (30) days from the date of invoice.

27. Jurisdiction and applicable law

27.1. The jurisdiction and place of performance for the customer and ANAVIA is the domicile of ANAVIA (Villmergen, Switzerland). ANAVIA is entitled to prosecute the customer at its domicile.

27.2. The legal relationship is subject to the material Swiss law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, Federal Law Gazette No. 1988/96.

Villmergen, Switzerland, January 1, 2021

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