

Private Ops GmbH | Standard Terms and Conditions

These Standard Terms and Conditions apply to every services of Private Ops GmbH (“PRIVATE OPS”) provided to a Customer.

1. Scope of these Standard Terms and Conditions

- 1.1 These Standard Terms and Conditions shall exclusively apply to all Customer Agreements, unless otherwise is agreed in written form.
- 1.2 The Customer’s standard terms and conditions shall not become part of the Customer Agreement, even if PRIVATE OPS has not expressly rejected their applicability.

2. Conclusion of a Customer Agreement

- 2.1 Any offer submitted by PRIVATE OPS shall be non-binding.
- 2.2 Orders submitted by the Customer are binding for the Customer.
- 2.3 The Customer Agreement is concluded once PRIVATE OPS has received back an executed version of the offer provided by PRIVATE OPS.

3. Scope of service

- 3.1 The scope of any services requested by the Customer shall be defined in the offer submitted by PRIVATE OPS or in any other document duly signed by PRIVATE OPS.

4. Delivery dates

- 4.1 Delivery dates indicated by PRIVATE OPS are provisional, non-binding, and shall serve as general information only, unless explicitly stated otherwise in writing by PRIVATE OPS.
- 4.2 If PRIVATE OPS becomes aware that it is likely to miss the delivery date, PRIVATE OPS will promptly notify the Customer.
- 4.3 As long as the Customer is in default with its payment obligations, PRIVATE OPS may exercise its right of retention and may therefore refuse to deliver the assigned work or stop such work until full payment has been made.

5. Warranty

- 5.1 A defect shall only be subject to warranty if it arises within six months.
- 5.2 A warranty claim must be raised by Customer within thirty days after the defect has or could have become reasonably apparent and PRIVATE OPS.

6. Limitation of liability for damages

- 6.1 PRIVATE OPS’s liability for damages in case of slight negligence (*leichte Fahrlässigkeit*) of PRIVATE OPS, its statutory representatives, employees and vicarious agents shall be excluded, provided such liability does not result from the violation of a guarantee.
- 6.2 To the extent PRIVATE OPS, its statutory representatives, employees and vicarious agents are liable in accordance with Article 6.1, the liability shall be further limited as follows:

There is no liability for non-foreseeable damages which are not typical for the agreed services and for consequential damages and for loss of profits.

The cumulative obligation of PRIVATE OPS is limited to (a) the agreed consideration that PRIVATE OPS received if the damage was caused in connection with a non-recurring service (*Zielschuldverhältnis*) or (b) 50 % of the annual consideration that PRIVATE OPS received if the damage was caused in connection with a recurring service (*Dauerschuldverhältnis*).

7. Prices and Payments

- 7.1 As long as there is nothing agreed otherwise, PRIVATE OPS shall issue an invoice after delivery of the agreed service and Customer shall pay within fourteen days from receipt of PRIVATE OPS's invoice.
- 7.2 All prices are quoted as net prices. Any tax (including, but not limited to, value added tax), duty, fee or other public charges whatsoever imposed on the invoiced prices shall be borne by the Customer or shall be refunded by the Customer to PRIVATE OPS.
- 7.3 Customer agrees that any dispute with regard to a payment obligation and any claim for reimbursement shall be made within one month after receipt of the invoice. After this period has lapsed, Customer shall not be entitled to assert any such claims.
- 7.4 Customer shall make payment in the contractually agreed currency. Any payment made in any currency other than contractually agreed shall be exchanged at the exchange rate on the date the payment is valued to PRIVATE OPS's account. Customer remains liable for any shortfall to the amount owed resulting from such exchange.
- 7.5 The Customer shall not be entitled to set off any claims against PRIVATE OPS's claims, unless such claims are determined by the final decision of a court or are undisputed. The Customer may only exercise a right of retention if its counterclaim has been determined by the final decision of a court or is undisputed.
- 7.6 In case that PRIVATE OPS makes payments to third parties on behalf of the Customer in advance (e.g. fees to aviation authorities) which will be compensated by the Customer later, PRIVATE OPS is entitled to invoice a handling fee of 10 % of the invoice amount for each invoice. The amount of the handling fee is capped with EUR 1.500 per invoice. Further, PRIVATE OPS may charge interests in the amount of 5 % p.a. from the date such invoice is paid by PRIVATE OPS until the date of compensation by the Customer.

8. Property and IP Rights

- 8.1 Title to all documents and material supplied by PRIVATE OPS under the Customer Agreement shall remain with PRIVATE OPS until complete payment of all amounts due under the Customer Agreement has been effected.
- 8.2 Title to all intellectual property rights (including, but not limited to copyrights, trademarks, patents, inventions, utility patents registered design rights or design rights – "IP Rights") disclosed in documents or data (including but not limited to plans, drawings, patterns or designs) supplied by PRIVATE OPS to Customer under the Customer Agreement, shall remain with PRIVATE OPS or any third party which is entitled to such IP Rights.

9. Applicable Law and Venue

- 9.1 The Customer Agreement and these Standard Terms and Conditions and any legal relationship with the Customer that may arise therefrom shall be exclusively subject to and construed exclusively in accordance with the laws of Austria excluding their conflict of laws rules. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. In the event of a conflict

between the English and the German meaning of any expressions used in these Standard Terms and Conditions or any part thereof the German legal meaning shall prevail.

9.2 The courts of the 1st district in Vienna, Austria shall have jurisdiction. In case of any claims asserted against PRIVATE OPS this jurisdiction shall be exclusive.

10. Waiver of Sovereign Immunity

PRIVATE OPS and Customer hereby agrees that Customer Agreement and any legal relationship that may arise therefrom are commercial transactions and Customer undertakes not to claim any immunity from suit, execution, pre-judgment or post-judgment attachment or other legal process in any jurisdiction.

11. Amendments

Any amendments to these Standard Terms and Conditions including this clause and the Customer Agreement need to be agreed upon between PRIVATE OPS and the Customer in writing.