



General Terms and Conditions

V.02

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Abstract

Consultancy, Program- and Project Management

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E.01 | Purpose

Between RMU Solutions and the client, this General Terms and Conditions govern general progressing client's Service Contract (SC)s and related program consultancy and management. The Parties concur that Client may order services by signing a Service Contract (SC) for specific assignments. These Service Contracts will be governed by the General Terms and Conditions if not otherwise agreed within individual Service Contracts.

E.02 | Scope and Application

These General Terms and Conditions (GTC) apply to all contracts, services, and business relationships between RMU-Solutions (hereinafter referred to as "the Service Provider") and its clients, including but not limited to consulting services, project management, engineering solutions, and other business aviation services.

These GTC's are an integral part of all contracts for services, advisory, consultancy, program management and other agreements concluded between the Service Provider and its clients. By entering into a contract with the Service Provider, the client agrees to the following terms and conditions.

Deviating, conflicting, or supplementary terms and conditions of the client shall not become part of a contract unless expressly agreed upon in writing by the Service Provider.

E.03 | Service Description

The Service Provider provides consultancy, engineering support, project management, and technical solutions specializing in modifications for business aircraft. These services include, but are not limited to, interior modifications, avionics upgrades, airframe modifications, regulatory compliance, certification assistance and program management.

The specific nature and scope of services will be detailed in individual service contracts (SC)'s containing Statements of Work (SOW) pertinent to specific assignments agreed upon with the client.

The Service Provider shall perform services according to the standards generally accepted in the aviation industry and in compliance with all applicable, recognized aviation legislation, certification specifications and standards.

E.04 | Conclusion of Contracts

Offers made by the Service Provider are non-binding and subject to change unless explicitly stated within subsequent agreements or service contracts otherwise.

A contract is concluded when the client accepts the Service Provider 's offer in writing or when the Service Provider confirms the client's order in writing.

The Service Provider reserves the right to reject any orders or assignments at its discretion.

E.05 | Know your Customer (KYC)

RMU Solutions and the client agree to cooperate with the other Party's "Know Your Customer" (KYC) procedures. RMU Solutions undertakes to conduct reasonable due diligence checks on the end user in close cooperation with the client.

The Parties each acknowledge that if it or any of its related parties are or become listed on any of the blocked persons lists, or if there are any other legal prohibitions on the other party transacting business with such offending party or its related parties, or commit violation of anti-bribery and corruption laws or anti-money laundering laws then the non-violating Party may terminate an agreement without fault and have no further liabilities or obligations.

E.06 | Performance of Services

The Parties agree that Client may obtain services through the execution of a written confirmation and related Service Contract (SC), which shall be subject to the terms of this General Terms and Conditions.

Service Contracts may also result in additional and/ or individual terms and conditions meeting individual requirements and nature of such.

Service Provider warrants that all Services provided by it will be performed in good faith, with reasonable skill, care and diligence. If any terms of a Service Contract (SC) conflict with any terms or conditions herein, the terms of the General Terms and Conditions shall govern, unless otherwise expressly stated in the applicable Service Contract (SC).

E.07 | Change of Service Orders

During the operation of an agreement a customer may request, or RMU Solutions may identify, a need for additional resources or changes of circumstances not included in the Service Contracts. This includes but not limited to any mandatory changes required to meet the certification rules or interpretation of such certification rules issued by Airworthiness Authorities or the Airframe Manufacturer after the date of an Agreement.

If such a situation occurs, the relevant Party shall inform the other Party promptly outlining the details and the changes required.

For any changes, RMU Solutions shall provide the customer with an estimation providing details of the change and will advise the impact of the change on the services, delivery dates, program milestones, charges, and any other commercial effect.

Both parties shall endeavor to execute an amendment to an Agreement including the technical specification as appropriate. After review and mutual agreement for acceptance of additional work, payment will be due upon receipt in order to keep the project on time and on schedule.

E.08 | Independent Contractor

It is understood and agreed that the Service Provider shall perform his duties as an Independent Contractor and not as an agent, employee, partner or joint venture of Client.

Neither Party shall have the authority to bind or commit the other Party in any manner whatsoever and shall not, at any time, hold itself out to third parties as having authority to enter into or incur any commitments, expenses, liabilities or obligations of any nature on behalf of the other Party except as permitted in this Agreement, a Service Contract (SC), or other document expressly providing such authority.

E.09 | Pricing and Terms of Payment

Client shall compensate the Service Provider for Service Provider's provision of Services in accordance with the terms detailed in the applicable Service Contract.

The price of Services does not include any local, state, federal, or foreign sales or use taxes, excise taxes, goods and services tax, value added tax (VAT), country-specific business or professional services tax or similar tax on international services or foreign entities providing services, consumption taxes, packaging or shipping charges. The client shall assume and be solely responsible for any such applicable taxes. Applicable taxes are those in force at the date of invoicing.

Payment of all invoices is due strictly within fourteen (14) days of the invoice date, other than amounts being disputed in good faith which shall require written notice on or before the due date of the invoice. Such notice shall specify the nature of the dispute. The client agrees to pay all undisputed amounts as provided above.

Payment of invoices shall be completed by bank transfer or direct debit. Any other method of payment must receive a prior agreement from the Service Provider. Service Provider undertakes to provide bank account details.

In the event of delayed payment, the Service Provider reserves the right to charge interest on arrears at a rate of 9 percentage points above the base interest rate of the European Central Bank, as well as a flat-rate compensation fee according to Section 288 of the BGB.

The Service Provider is entitled to demand advance payments or issue partial invoices for ongoing services.

E.10 | Estimated Delivery Dates and Turnaround Times

Delivery dates and turnaround times stated in any Service Contract (SC) are estimates and do not constitute a commitment by Service Provider. Nevertheless, Service Provider shall make commercially reasonable efforts to meet the estimated delivery dates and turnaround times as stated in each Service Contract (SC).

Unless a different delivery method is specific in writing, notice of completion of deliverables shall be sent by email or via other electronic means, where possible. Deliverables shall be made to the attention of the persons indicated by Client in the Service Contract (SC), promptly after the Service is completed

Service Provider shall not be responsible for any delays in the timely progression of the Services to the extent that any such delay is attributable to Client action or inaction. During the performance of the Services, Client

shall use commercially reasonable efforts to provide any approvals required to be given to Service Provider in a timely manner.

E.11 | Client Obligations and Cooperation

The client must provide all necessary information, documentation, and cooperation required for the proper execution of the contracted services.

The client shall cooperate with the Service Provider and its partners to facilitate the efficient delivery of services.

The client must ensure that all the information provided is accurate, complete, and up to date. The Service Provider shall not be liable for any delays or errors resulting from the client's failure to provide the required information or cooperation.

If the client fails to comply with its obligations and causes delays or additional expenses, the Service Provider may charge additional fees or extend the timeline of the project accordingly.

E.12 | Confidentiality

Confidential Information" shall mean any non-public, proprietary information (whether or not patentable or copyrightable, and whether or not currently patented or copyrighted) which is owned or controlled by a Disclosing Party, whether in tangible or intangible form and including information that is derived through observation or examination of the Disclosing Party's facilities or operations, including without limitation, the fact that any Party has entered into an Agreement or provided or obtained services from the other, trade secrets, know-how, designs, product samples, product formulations, prototypes, data, processes, formulas, methods, materials, analyses, reports, compilations, research notes, technology, manufacturing techniques, pricing, the identity of and information relating to services, equipment, procedures, customers, suppliers or employees, sales and marketing information, financial information and any other non-public business information.

Confidential Information shall not include information which

1. is or becomes generally available to the public other than as a result of a breach of an Agreement by the Receiving Party;
2. was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party as evidenced by the Receiving Party's contemporaneously written records;
3. is received by the Receiving Party from a third party on a non-confidential basis, unless the Receiving Party knows that the third party is bound by an obligation of confidentiality (contractual, legal, fiduciary or otherwise) to the Disclosing Party or any other party with respect to such information; or
4. is or was independently developed by the Receiving Party without reference to or reliance upon the Confidential Information received from the Disclosing Party as evidenced by the Receiving Party's contemporaneously written records.

During the term of an Agreement, the Parties may exchange Confidential Information in furtherance of the performance of their respective duties under an Agreement. Any Party disclosing Confidential Information shall be referred to as the "Disclosing Party" and a Party receiving Confidential Information shall be referred to as the "Receiving Party".

The Receiving Party shall protect and hold in confidence all Confidential Information of the Disclosing Party, using the same degree of care it uses to protect its own valuable information, providing it shall use no less

than reasonable care. The Receiving Party shall limit its disclosure of the Confidential Information to its directors, officers, employees, Affiliates and/or subcontractors (collectively referred to herein as "Representatives") who have a "need to know" such Confidential Information to carry out the purpose of an Agreement, and who are subject to legally enforceable obligations in connection with such Confidential Information, which are no less restrictive than those imposed on the Receiving Party under an Agreement. The Receiving Party also shall not attempt to copy the design, samples or prototypes, or any components thereof, of any Confidential Information for any purpose. The Receiving Party shall be responsible for any breach of an Agreement by it or its Representatives.

Notwithstanding anything to the contrary contained in an Agreement, Confidential Information may be disclosed by a Receiving Party as required by applicable law or legal process, provided the Receiving Party notifies the Disclosing Party prior to such disclosure, except where such notice is impracticable or prohibited by law, so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protecting order with respect to such disclosure. Notwithstanding the foregoing, Confidential Information that is disclosed pursuant to applicable law or legal process shall remain Confidential Information for all other purposes of an Agreement.

At the written request of the Disclosing Party, the Receiving Party shall return or destroy, at the Disclosing Party's option, all Confidential Information, provided, however, that the Receiving Party may retain one copy of any such Confidential Information as necessary in the ordinary course of business.

No provision of an Agreement or related Service Contracts may be amended, modified, discharged, or terminated, except by an express written agreement that identifies, with particularity, the amended, modified, added, discharged or terminated provision and is signed by an authorized representative of each of the Parties.

Any notice required or permitted to be given under an Agreement by either Party shall be in writing and shall be deemed given on the date received if delivered personally, electronically or by reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the addresses stated on the first page of an Agreement.

E.13 | Intellectual Property and Ownership of Deliverables

Unless otherwise agreed in writing, all intellectual property rights related to deliverables (e.g., designs, technical documents, reports) remain the property of the Service Provider.

The client is granted a non-exclusive, non-transferable license to use the deliverables for the intended purpose defined in the contract. The client may not reproduce, modify, or transfer such deliverables to third parties without the Service Provider's prior written consent.

If modifications or customizations of aircraft are subject to regulatory approval, the Service Provider will assist the client in obtaining the necessary certifications. However, the responsibility for securing approvals from relevant national aviation authorities (e.g., EASA, FAA) remains with the client.

E.14 | Transfer of Property and Property Rights

Service Provider shall be entitled to store, aggregate and use any data generated as a result of the performance of Services. Data means anything information inferred from the furnishing of the Services related to an agreement.

Client acknowledges and agrees that any and all inventions, discoveries, trade secrets, know-how, improvements, methods, systems, software programs, practices, procedures and processes, and proprietary materials including but not limited to, structural and functional information and other data, whether or not

patentable or copyrightable (“Intellectual Property”) that is owned or controlled by Service Provider as of Effective Assignments shall be the exclusive property of the Service Provider.

E.15 | Liability and Warranty

The Service Provider’s liability is limited to intentional or grossly negligent conduct. Liability for slight negligence is excluded, except for injury to life, body, or health.

In cases of slight negligence, the Service Provider shall only be liable for breaches of essential contractual obligations (cardinal obligations). The liability is then limited to the typically foreseeable damage at the time the contract was concluded.

The Service Provider shall not be liable for indirect or consequential damages, such as loss of profit, business interruption, or third-party claims.

Any warranty claims must be reported to the Service Provider within two (2) weeks of the client becoming aware of the defect. In cases of valid claims, the Service Provider may choose to remedy the defect or provide a replacement. If a remedy fails, the client is entitled to a reduction in the price or to withdraw from the contract.

All warranty claims expire three (3) months after the delivery of service, unless otherwise mandated by statutory regulations.

E.16 | Limited Warranties and Responsibilities

All Services furnished under any agreement shall be performed with a commercially reasonable degree of care. However, Client acknowledges that the quality of services may be impacted by factors outside of the Service Provider’s or Client’s control. As such, the Parties shall independently verify the accuracy of services and any related deliverables.

Each Party agrees that either party;

1. has full power and authority to enter into an Agreement and the undersigned is the duly authorized representative
2. agrees that this Agree is binding upon execution; and
3. performance of an Agreement does not conflict with any other legal obligation of either Party.

E.17 | Force Majeure

Neither Party shall be held liable for delays, errors, damages or other problems cause by events or circumstances which are unforeseen or beyond such Party’s reasonable control including but not limited to natural disasters, acts of terrorism, strikes, regulatory changes, or other events classified as force majeure.

In the event of force majeure, both parties shall work together to find a mutually agreeable solution to mitigate any impact on the agreed services.

Termination of Contract

Either party may terminate the contract for good cause without notice. Good cause includes, but is not limited to, breaches of essential contractual obligations, insolvency proceedings, or if one party ceases its business operations.

In case of termination, the Service Provider is entitled to receive compensation for services rendered up to the date of termination.

Term and Termination

Service Contracts and other Agreement shall commence on the Effective Date and shall continue for periods agreed to unless otherwise terminated as permitted by this Section.

Agreements and all relevant Service Contracts (SC)s may be terminated by either Party effective immediately upon written notice if

1. the other Party commits a material breach of any term of this Agreement, or any Service Contract (SC) which breach is irremediable or, if such breach is remediable, such breach remains uncured thirty (30) days after written notice of such breach (or five (5) days in the case of a failure to make payment of any invoice when due) is received; or
2. the other Party files a petition or is subject to an involuntary petition filed against it under the U.S. Bankruptcy Code, or any successor statute.

In the event that an Agreement is terminated while any Service Contract are in force at that time, such Service Contract (SC)s shall remain in effect and subject to the terms of related Agreements. The termination of any Service Contract shall not cause the termination of any other Service Contract or Agreement, which shall remain in full force and effect unless and until terminated in accordance with this Section.

Upon termination of any Service Contract, Client shall pay the Service Provider within fourteen (14) days following the effective date of termination, any and all amounts due and owing for Services performed and documented expenses incurred up to the effective date of termination.

Upon termination of an Agreement or Service Contract as permitted by this Section, neither Party shall have any further obligations except for.

1. obligations accruing prior to the date of termination, and
2. obligations, promises, or covenants set forth in any unterminated Agreement or Service Contract (SC) that by their nature are meant to extend beyond the Term

The provisions of this Section together with any other section which is necessary for the interpretation or enforcement of any Agreement or Service Contract shall survive the expiry or termination of an Agreement howsoever arising.

A Party may terminate an Agreement or any Service Contract (SC) at any time for any reason so long as such Party provides a minimum of twenty-one (21) days prior written notice to the other Party.

Data Protection

The Service Provider processes personal data in compliance with the General Data Protection Regulation (GDPR) and applicable German data protection laws. A detailed privacy policy is available upon request.

The client agrees that its contact and business data may be used by the Service Provider for communication and documentation purposes related to the execution of the contract.

E.21 | Indemnification and Limitation of Liability

Service Provider shall defend, indemnify, and hold harmless Client from and against those liabilities, costs, damages, suits, actions, debts, charges and expenses (including reasonable attorneys' fees, court costs, and any amounts paid in settlement, referred to as "Damages") claimed by a third party against Client as a direct result of Service Provider's gross negligence or willful misconduct; provided, however, that Service Provider shall have no obligation under this Section for any Damages to the extent attributable to the negligence or willful misconduct of Client.

Clients shall defend, indemnify, and hold harmless Service Provider and its employees, officers, agents, representatives, successors, and assigns from and against any Damages claimed by a third party against Service Provider; provided, however, that Client shall not be liable for any Damages to the extent attributable to the negligence or willful misconduct of the Service Provider.

E.22 | Remedies for Insufficient Service

In the event that any Services are improperly or inadequately furnished by Service Provider, Client's sole and exclusive remedy shall be for Client to either:

1. request that Service Provider re-performs the improper or deficient Service(s), or
2. request a refund of all amounts paid to the Service Provider for the inadequately performed Service(s).
3. Objections to performance of Service(s) must be made within thirty (21) days after Client receives the Services.

E.23 | Governing Law

Any Agreements shall be governed by and construed in accordance with the laws of the State of the Federal Republic of Germany, without regard to its conflict of law provisions.

It is the intention of the Parties that in the event disputes should arise over the interpretation and application of an Agreement, the Parties will first attempt to settle such disputes by negotiation and consultation between senior executives of the respective Parties.

E.24 | Notices

Any notice required or permitted to be given under an Agreement by either Party shall be in writing and shall be deemed given on the date received if delivered personally, electronically or by reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the addresses stated on the first page of this Agreement.

E.25 | Waiver

A waiver of any term, provision or condition of an Agreement or Service Contract (SC) shall be effective only if it is in writing and no waiver, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver or estoppel of any such term, provision or condition or any other term of an Agreement or a Service Contract (SC).

No failure or delay by either Party in exercising any right or remedy under an Agreement shall constitute a waiver of such right, nor shall it prevent or restrict its further exercise.

E.26 | Severability

If a final judicial determination is made that any provision of an Agreement is an unenforceable restriction against either Party, the provisions hereof will be rendered void only to the extent that such judicial determination finds such provisions unenforceable; and, to the extent possible, such unenforceable provisions shall be deemed replaced by provisions that are valid and enforceable and that come closest to expressing the intention of such invalid or unenforceable provisions, effective as of the Effective Date.

A judicial determination that any provision of an Agreement is unenforceable will not render the entire Agreement unenforceable, but rather the Agreement will continue in full force and effect absent any unenforceable provision to the maximum extent permitted by law.

E.27 | Entire Agreement

The last section of this General Terms and Conditions ensures the other party doesn't take verbal conversations as part of an agreement. It also supersedes all previous negotiations, agreements, etc. This General Terms and Conditions and any applicable Service Contract (SC) sets forth the entire agreements between the Parties with respect to the subject matter of this General Terms and Conditions and supersedes all prior negotiations, agreements, representations, understandings, and commitments with respect thereto.