

## Standard Conditions for Services performed by Yacht- & Aircraftservice Bubeck GmbH

### **1. Scope of Services**

1.1 These standard conditions for Services apply to all products and services delivered by Yacht- & Aircraftservice Bubeck GmbH (Bubeck) unless otherwise expressly agreed in writing. With the placement of the order, the customer accepts our General Terms and Conditions for Services as the sole contractual basis. Any divergent or additional terms and conditions of the customer/supplier are only applicable to our business if they have been expressly accepted in writing by Bubeck. These General Terms and Conditions are also applicable to all future business.

1.2 Bubeck is entitled, without the prior consent of the Customer, to perform additional services at the Customer's expense that Bubeck may consider necessary for the proper performance of the ordered services, if (i) the Customer's prior consent cannot be obtained without causing a delay in the completion of the services and (ii) the price for the additional services does not exceed thirty percent (30%) of the value of the original order.

1.3 The services performed by Bubeck shall be performed in accordance with the Bubeck Quality Manual and Procedures as approved by the German Airworthiness Authority (LBA) unless otherwise instructed by the Customer. Any entries in the Customer's Aircraft Technical Logbook by Bubeck do not constitute responsibility for the airworthiness of the aircraft. However, the signature does constitute a certificate of Release to Service for the work performed by Bubeck.

### **2. Customer's Working Equipment**

2.1 Working equipment (this can be all kinds of tools, from a simple hammer to expensive equipment) provided by the Customer stays unaffected in regard to liability claims. Especially any stronger liability of the Customer for faults stays unaffected.

### **3. Delivery Dates**

3.1 Delivery dates are provisional, non-binding, and shall serve as general information only unless they have been explicitly declared as binding.

3.2 In case of major postponement(s) of delivery, Bubeck will notify the Customer immediately.

3.3 In the event the delivery date has not been explicitly declared as binding, but such non-binding delivery date has been exceeded, the Customer may request Bubeck to perform the services within a minimum time-limit of two (2) weeks, however not earlier than within a reasonable time. The service will become due only upon expiration of that time limit.

### **4. Shipment**

4.1 Place of performance will be the Bubeck facility if not otherwise specified and agreed by all parties. The shipment of the subject matter, on which the services shall be performed, to such facility is at Customer's risk and expense. Redelivery shall be affected ex works excluding packing material. Bubeck will notify Customer after the proper performance of the services or after termination of the contract and will request Customer to pick up the subject matter. If customer fails to comply with that request within one (1) week after having received this notice, customer owes a lumpsum for storage fees to the amount of not less than € 100.00 per day notwithstanding any further claims for damages and for compensation of expenses to which Bubeck is entitled.

4.2 In case Bubeck agrees to transport or deliver the subject matter to another place and unless the parties agree otherwise, Bubeck shall choose the form of transport at its own discretion (FCA acc. INCOTERMS).

### **5. Passing of Risk**

5.1 Risk shall pass to the Customer upon delivery. The Customer is then solely responsible for all risks of damage to or loss of the goods and for any damage to objects or persons caused by the goods during transport, without prejudice to these provisions.

### **6. Defects**

6.1 In case of defects in a part or material not manufactured by Bubeck, as well as in services not performed by Bubeck itself, Bubeck will assign to the Customer its own rights and claims against the

manufacturer or subcontractor – even before going to court – before raising a claim against Bubeck. Only if this claiming fails or is impossible right from the beginning, for any circumstances beyond the Customer's control, the Customer is entitled to raise a claim against Bubeck directly by reassigning the claims and rights, while not affecting all other restrictions of the rights and claims against Bubeck according to these Standard Conditions for Services and under the prevailing law.

6.2 Bubeck is not liable for a defect in a part or material which has been altered, overhauled, or repaired during the warranty period by others than Bubeck or its vicarious agents (subcontractors or its own personnel) employed by Bubeck. Neither does Bubeck assume any warranty obligation for a defect in a part or material tampered with by others than Bubeck or its vicarious agents, which has suffered a so-called 'foreign object damage' (FOD), or which was damaged by the elements or similar external influences – excluding normal wear and tear. This restriction does not apply if the Customer proves that Bubeck or its vicarious agent has caused the defect.

## 7. Information

7.1 Bubeck shall not be liable for any information supplied. The supply of such information shall not establish a contractual relationship between the parties.

## 8. Limitation of Claims and Damages

8.1 Bubeck excludes its liability for damages in case of minor negligent breaches of duty, provided these do not concern any material contractual duties, damages arising from injury to life, body, or health, or from the violation of a guarantee, and as far as there are no claims in accordance with the German Product Liability Act (Produkthaftungsgesetz). This shall apply to minor negligent breaches of duty by Bubeck and its personnel as well as for minor negligent breaches of duty by other vicarious agents of Bubeck.

8.2 To the extent Bubeck is liable in accordance with the above, its liability will be further limited as follows: Bubeck shall not be liable for non-foreseeable damages which are not typical for this order and which are neither based upon violation of a guarantee, upon malicious or willful acts of Bubeck's management or its vicarious agents (subcontractors or personnel), nor are caused by injury to life, body, or health, nor are to be replaced in accordance with the Product Liability Act.

## 11. Insurances

11.1 The Customer guarantees to maintain an Aviation All-Risk Insurance as well as an All-Risk Property Insurance containing a waiver of subrogation and a waiver of any transfer of rights of recourse, in favor of Bubeck, its personnel, and its subcontractors. A comprehensive Legal Liability Insurance (including an aircraft third party liability insurance) including Bubeck, its personnel, and its subcontractors as additional insured parties must also be maintained.

11.2 If the Customer has ordered services from Bubeck on behalf of a third party, the Customer guarantees that such third-party effects and maintains insurances in the same way.

## 12. Integration into the Safety Management System (SMS)

12.1 In accordance with the aviation regulations of the EASA (Part-145 and Part-21G), Yacht- & Aircraftservice Bubeck GmbH maintains a Safety Management System (SMS). Ensuring aviation safety is the highest priority in all our activities.

12.2 We foster an open safety and error culture ("Just Culture") and proactively integrate our customers, suppliers, and external service providers into this system.

12.3 We explicitly request our contractual partners to immediately report to us any safety-relevant events, identified hazards, quality defects, or near-misses related to the services, manufacturing processes, or delivered products provided by us.

12.4 Such reports can be made informally at any time to our Safety Manager / Compliance Monitoring Manager (E-mail: [info@aircraftservice.de](mailto:info@aircraftservice.de) or by phone). All incoming reports are treated strictly confidentially and serve exclusively for root cause analysis and the continuous improvement of our operational safety.