

GENERAL TERMS OF BUSINESS

1. General

Unless otherwise agreed, these general terms of business apply for all contractually agreed services and deliveries from groWING.aero group companies. All agreements and legally binding statements by contract parties are only valid if made in writing.

2. Contract award

The receipt of a binding contract requires an order confirmation from the respective groWING.aero company. If the order confirmation and order do not correspond in terms of their content, the client must respond immediately, otherwise the order confirmation is considered to be accepted.

3. Publication of information

The contents of web sites, brochures, price lists, catalogues and technical documentation do not have binding character, unless expressly guaranteed. Each contract party retains all rights to plans and technical documentation that they have provided to the other party. The contract party in receipt of such documents recognizes these rights and without the advance, written authorization of the other contract party will not make the documents available, either partly or in full, to any third party or use them for any purpose other than that for which they were provided.

4. Prices

All prices are expressed in net terms, excluding taxes and charges (VAT, duties, etc.), ex the respective groWING.aero site (EXW), without packaging and without any deductions of any kind.

5. Terms of payment

If no terms of payment are agreed, payment will become due within 10 days of the invoice date without any deduction by groWING.aero. Payment dates are to be observed even if transport, delivery, assembly, commissioning or reception of the items and documents supplied has been delayed or prevented for reasons beyond the control of groWING.aero or if minor parts are missing or if minor modifications are necessary.

6. Reservation of title

The items and documents supplied remain the property of groWING.aero until full payment of all current and future obligations under the contract. groWING.aero retains the right (and this is recognized by the client) to post the entry in the register for reservations of title. The client may only sell or mortgage the items supplied when he has completely fulfilled his payment obligations.

7. Delivery dates

Observation of the delivery date is conditional on the client fulfilling his contractual obligations. The delivery date has been observed when the dispatch or release note has been forwarded to the client.

8. Shipping

Shipping and packaging is invoiced separately by groWING.aero and is not accepted in return.

9. Dispatch and risk liability

Every shipment is delivered to the client with a dispatch note containing details of the relevant order number. Transport is at the client's expense. Special requests with regard to dispatch, transport and insurance must be communicated to groWING.aero in good time. When the items are prepared for dispatch the risk is transferred to the client.

10. Place of performance

Unless special agreements have been made, the place of performance is the domicile of the performing company of groWING.aero.

11. Acceptance

The client must conduct an acceptance control of all items and documents delivered. Any shortfalls must be notified immediately, and within seven calendar days, otherwise they are considered to have been accepted.

12. Warranty

groWING.aero warrants that the items and documents supplied have the properties specified and have no physical or legal defects or defects that limit their intended function. The term of the warranty is 12 months from the date of the transfer of risk. Excluded from the warranty are defects caused by improper use, inadequate maintenance, overloading or any other causes that are beyond the control of groWING.aero

13. Rights

groWING.aero retains all rights in respect of developments, inventions, production procedures and any intellectual property rights relating to the subject of the contract.

14. Export licenses

If the provision of a contractual service requires an official licence (specifically an export licence), groWING.aero performs all necessary and appropriate procedures for obtaining such a licence. If the involvement of the client is required, the client is obliged to assist. If such a licence is not granted, or if a licence that has been granted is revoked, the client has no right and claims against groWING.aero in respect of this.

15. Governing law

Governing law and place of jurisdiction performance of the contract is exclusively subject to these Terms of Business and the regulations of the Swiss Code of Obligations. Any disputes arising from this contract or in this context are subject to the ordinary courts of Zug / Switzerland, which is the domicile of groWING holding AG and any of its subsidiaries.