

## Standard Conditions for Technical Services Performed by Austrian Airlines AG

### 1. Scope of Services

1.1 Austrian Airlines AG (AUA) is entitled without the prior consent of Customer to perform additional services at Customer's expense that AUA may consider necessary for the proper performance of the ordered services if (i) 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.

1.2 The services performed by AUA shall be performed in accordance with the Austrian Airlines Quality Manual and Procedures as approved by the Competent Authority unless otherwise instructed by Customer. Any entries in Customer's Aircraft Technical Log Book by AUA do not constitute responsibility for the airworthiness of the aircraft as a whole. However, the signature does constitute a Certificate of Release to Service for the work performed by AUA.

### 2. Customer's working equipment

2.1 Working equipment (this can be all kind of tools, from a simple hammer to expensive test equipment, for instance engine trailers/cradles), that Customer supplies to AUA, must be safe. For all equipment, that is not self-explanatory, Customer has to provide a complete and comprehensible instruction manual.

2.2 If under the intended use of this equipment and by this equipment employees of AUA or of its subcontractors are injured or if damage to property is caused, Customer is fully liable to pay damages to the aggrieved party.

2.3 If an instruction manual, which is necessary according to 2.1, is missing, incomplete or incomprehensible, AUA is entitled to demand the delivery of a complete and comprehensible manual, giving notice to Customer, that the contract may be terminated, if Customer does not deliver such a manual within a fixed period of time. If Customer does not comply with this demand within the fixed period, AUA is entitled to terminate the contract and to obtain payment for all work that has already been done, as well as all additional incurred expenses, which are not included in the payment.

2.4 Articles 2.1, 2.2 and 2.3 do not in any way limit AUA's legal and contractual rights or claims. Especially any stronger liability of Customer for fault stays unaffected.

### 3. Redelivery Dates

3.1 Redelivery 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 redelivery, AUA will notify Customer immediately.

3.3 In the event the redelivery date has not been explicitly declared as binding but such non-binding redelivery date has been exceeded, Customer may request AUA 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. Redelivery/Transportation

4.1 Place of performance will be the AUA facility performing the services. The transportation of the subject matter, on which the services shall be performed, to such facility is at Customer's risk and expense. Redelivery shall be effected ex works (EXW, Incoterms 2000) excluding packing material. AUA 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 lump-sum for storage fees to the amount of not less than EUR 75.00 per day notwithstanding any further claims for damages and for compensation of expenses to which AUA is entitled.

4.2 In case AUA agrees to transport the subject matter to another place, such transport will be effected FCA the AUA facility performing the services (Incoterms 2000) excluding, however, packing material.

### 5. Defects

5.1 In case of defects at a part or material not manufactured by AUA as well as at services not performed by AUA itself, AUA will assign to Customer its own rights and claims against the manufacturer or subcontractor, if any. It is Customer's duty at first to enforce these rights and claims against the manufacturer or subcontractor – even before court – before raising a claim against AUA. Only if this claiming fails or is impossible right from the beginning, for any circumstances beyond Customer's control, Customer is entitled to raise a claim against AUA directly by re-assigning the claims and rights, while nothing affecting then all the other restrictions of the rights and claims against AUA according to these Standard Conditions for Technical Services Performed by Austrian Airlines AG and under the prevailing law.

5.2 AUA is not liable for a defect at a part or material which has been altered, overhauled or repaired during the warranty period by others than AUA or its vicarious agents (subcontractors or its own personnel) employed by AUA; neither does AUA assume any warranty obligation for a defect at a part or material tampered with by others than AUA or its vicarious agents (subcontractors or its own personnel) employed by AUA, 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 AUA or its vicarious agent has caused the defect.

5.3 All claims against AUA for any defect will become extinct unless they have been notified to AUA without undue delay, but not later than two (2) weeks after detectable occurrence of the defect. The claims will also become extinct unless they have been justified by a detailed written report within four (4) weeks after detectable occurrence of the defect.

5.4 AUA is not liable for defective items not delivered to a AUA service facility within four (4) weeks from the date of receipt of the a. m. detailed written damage report.

5.5 Claims for defects against AUA shall be excluded as well for parts or material which are not stored, handled or operated by Customer in accordance with manufacturer's recommendations. Standard Conditions for Technical Services Performed by Austrian Airlines AG

5.6 The limitations in accordance with Art. 5.1., 5.3., 5.4., 5.5., do not apply to a possible claim for damages and not if AUA has concealed the defect maliciously or has assumed a guarantee.

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

### 7. Limitation of Claims for Damages

AUA 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 violation of a guarantee and as far as there are no claims in accordance with the Product Liability Act. This shall apply to minor negligent breaches of duty of AUA and its personnel as well as for minor negligent breaches of duty of other vicarious agents of AUA. To the extent AUA is liable in accordance with the above, its liability will be further limited as follows: AUA 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 wilful acts (be it upon malicious or wilful acts of AUA'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.

### 8. Claim for Indemnification

As far as AUA's liability towards Customer is excluded according to Art. 7., Customer has the duty to indemnify and hold harmless AUA, its personnel and its subcontractors from all claims of any third party arising in any way in connection with this order and the services performed hereunder.

### 9. Insurance

9.1 Customer agrees to effect and maintain in full force the following insurances: A Hull All Risks Insurance as well as a Risk All Property Insurance containing a waiver of subrogation and a waiver of any transfer of rights of recourse, in favour of AUA, its personnel and its subcontractors. A comprehensive Legal Liability Insurance (including an aircraft third party liability insurance) including AUA, its personnel and its subcontractors as additional insured parties.

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

### 10. Payments

10.1 Invoices of AUA are due and immediately payable without any deduction. All costs of money transfer, especially fees charged by a bank, shall be paid by Customer. AUA is entitled to charge Customer EUR 25.00 for each reminder of payment for past-due invoices in addition to any other compensation for damage.

10.2 Complaints regarding invoices must be made not later than thirty (30) days after the invoice has been submitted. Afterwards, any such complaints will be excluded.

10.3 Unless otherwise agreed upon in writing, payments must be made in the currency and to one of the bank accounts stated on the invoice.

10.4 Customer is not entitled to set off any claims against AUA's claims, unless such claims are acknowledged by the final decision of a competent court or are undisputed. He may only exercise a right of retention if his counterclaim has been acknowledged by the final decision of a competent court or is undisputed.

10.5 Customer herewith irrevocably authorizes AUA to collect or to have collected any sums due via IATA Clearing House.

### 11. Reservation of Property Rights/Lien/Right of Retention

11.1 AUA reserves its ownership rights on all parts supplied or installed until full payment of all invoices from the business relationship has been made. At the request of Customer AUA shall assign ownership rights to Customer also before that time if and as far as the value of the securities which AUA will hold thereafter exceeds the total claim against Customer by more than twenty percent (20%).

11.2 Until full payment of the price for the respective order is made AUA is entitled to a right of retention on the subject matter which was delivered to AUA to perform its services. This right to retention will be also established to secure any AUA claims from previous orders or from the total business relationship. In case of non-payment by Customer, both parties agree herewith that AUA shall also have a contractual lien on the subject matter delivered to AUA to perform its services in addition to the right of retention. This contractual lien will be also established to secure any AUA claims from previous orders or from the total business relationship.

### 12. General

12.1 The parties agree upon the exclusive jurisdiction of the courts of Vienna, Austria, with respect to all claims, courses of action and disputes arising out of this agreement. However, AUA may also take action against Customer at the business seat of Customer. Moreover, AUA may take action against Customer at any other venue.

12.2 This agreement shall be governed by and interpreted in accordance with the laws of Austria; the Convention on the International Sale of Goods (CISG) shall not apply.

### 13. Partial Nullity

In case individual provisions of this contract shall be or become invalid, the validity of the remaining contract will not be affected thereby.

### 14. Exclusive Validity of these Conditions

The above stated Standard Terms and Conditions shall apply exclusively to this contract. Any standard terms and conditions of Customer will not become an integral part of this contract, even if AUA has not objected thereto explicitly.