General Terms & Conditions of Sale & Delivery (GTC)

1. General and Scope
   1.1 AXIS Flight Training Systems GmbH (AXIS) is an Austrian limited liability company.
   1.2 AXIS contracts only with other companies and these GTC and conditions apply in the B2B business relationship.
   1.3 For the business relationships between AXIS and a Customer, the present terms and conditions apply in version valid at the time of the offer or the conclusion of the contract.

2. Order, Prices, Taxes and Delivery
   2.1 The order must be made in writing by accepting the AXIS Offer.
   2.2 The Offer made by AXIS can be accepted by Customer by the stated acceptance procedure and in written form.

3. Rights and Licenses
   3.1 Details of the Services, the dates and the terms and conditions. Accepting the Offer is only possible if the Services and/or the orders offered. No contract is concluded for products and services that are not part of the AXIS Offer.

4. Delivery
   4.1 If deviations from the Offer or other additions have been agreed, these will be recorded in writing.
   4.2 All prices quoted are based on the information available.
   4.3 The prices quoted inclusive and understood as “ex-works AXIS, Austria”.
   4.4 Upon request of Customer, AXIS may arrange packaging and/or transport to a place designated by Customer. In such cases, all costs for packaging, insurance, freight and applicable custom duties, fees and charges (if any) shall be to the account of Customer.

5. Taxes
   5.1 All taxes and other duties, and Customer shall pay, all taxes, duties, levies, royalties, or fees, or other similar charges imposed on AXIS or on Customer by any taxing authority (such as taxes, duty, tax, import duties, or income tax), of the price charged by Customer’s order and/or the services and supplies to be provided by AXIS, unless Customer provides an appropriate resale or exemption certificate.
   5.2 In case Customer is required by mandatory law to withhold and remit tax relating to Customer's order, the price shall be adjusted accordingly, taking into consideration any appropriate tax solution to be adopted by the relevant withholding tax.

6. Price
   6.1 The prices do not include any special (type) approval that might be required for use of the System in the country of destination. Such approvals shall be obtained by Customer and at Customer's expense. The price charged by Customer’s request, AXIS is prepared to assist Customer in technical aspects regarding such approval subject to separate reimbursement on a time and material basis.
   6.2 The prices do not include the costs of applying any specific standards, regulations or technical requirements other than those described in the Offer as being part of the services and supplies to be rendered by AXIS. Variations or additional requirements of such kind and/or required by the laws in the country of destination, may be implemented to the extent technically reasonable and feasible as agreed with Customer in due time and against separate reimbursement on a time and material basis.
   6.3 AXIS is obliged to deliver or perform only if Customer has fulfilled all of his obligations under their contractual relationship.

7. Warranty
   7.1 AXIS will announce the payment modalities on the respective invoice. In the event of any delay in payment by Customer, AXIS is entitled to withhold its services and is obliged to provide further services only after full payment of the unimpeded outstanding claim.
   7.2 Customer is obliged to pay default interest of 15% p.a. in the event of any delay in payment, and to pay for all necessary costs for appropriate debt collection and legal prosecution in accordance with the legal provisions.
   7.3 All products remainder, unoccupied and handover to Customer until full payment of the purchase price and all related price components.

8. Export and Import Licenses
   8.1 It is expressly noted and understood by the Parties that an Offer, Quotation, RFP and any related documentation and supplies is subject to the laws of the country of destination, and the relevant authorities. The Parties agree that obtaining such licenses shall be borne by Customer.
   8.2 The Parties will make all reasonable efforts to help such licenses issued and Customer shall upon request of AXIS promptly provide the necessary documents.

9. Liability
   9.1 Customer is liable for any losses, damages or other consequences of any kind, including without limitation, damages for lost profits or loss of any commercial opportunity, lost reputation, inability to operate, lost time, costs incurred in connection with the business, lost usage downtime cost, or for damages resulting from third party claims (e.g. contract claims, claims from third parties, claims from this Contract, whether or not AXIS has been advised of the possibility of such damages.
   9.2 Claims for compensation shall expire six months from the date of the damage or the damage has been caused after three years after providing the goods or services. Claims must be asserted in court within that period.

10. Force Majeure
    10.1 Force Majeure shall mean all events beyond the control of AXIS including but not limited to war (whether declared or not), acts of terrorism, revolutions, secessions, destruction, explosion, fire, floods, severe weather, shortage of water, earthquake, epidemics, wars and disturbances, general breakdown of systems to be exported or produced by AXIS, strikes, lockouts, acts of government in either its sovereign or contractual capacity, embargoes of any kind, legal proceedings which hinder, prevent or impede the performance by AXIS hereto of any obligations herein.
    10.2 AXIS shall not be held liable for the consequences of any failure to perform an obligation, if such non-performance is caused by Force Majeure. Where there has been a failure caused by Force Majeure, then it shall be considered not to be as a non-compliance with any term or condition. The time of performance of the applicable work shall not be performed due to Force Majeure, shall be extended as appropriate.
    10.3 AXIS shall inform Customer within a reasonable time of the occurrence of a Force Majeure event and shall keep him inform of the developments of such event event.
    10.4 If an event of Force Majeure subsists for a period of three (3) months or longer, then either Partner shall have the right to terminate this Contract with immediate effect without prejudice to both the other Partner.

11. Application Law, Dispute Settlement
    11.1 The Contract shall be subject only to the laws of Austria, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). AXIS shall also be entitled to effect the conflict of law rules of Austria.
    11.2 The place of performance shall be Lebring (Styria, Austria). Place of jurisdiction for any obligations of the Parties to the Contract shall be Lebring, Austria. Furthermore, the parties agree that any disputes which arise under or in connection with this contract or arising out of or in any way connected to any person or party in any manner by reason of this contract or any other agreement shall be settled by arbitration in Vienna, Austria. The arbitration shall be conducted by the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte) or an arbitral tribunal of the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte). The arbitration shall be conducted by the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte) or a tribunal of the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte). The arbitration shall be conducted by the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte). The arbitration shall be conducted by the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte). The arbitration shall be conducted by the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte). The arbitration shall be conducted by the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte). The arbitration shall be conducted by the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte). The arbitration shall be conducted by the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte). The arbitration shall be conducted by the Austrian Commercial Court for Arbitration (Wiener Handelsgericht für Schiedsgerichte) or the Austrian Commercial Court for Arbitration (Volkshof für Schiedsgerichte).