

# Terms and Conditions of Sale

## FRGA AERO

### General Terms and Conditions of Delivery and Service

#### 1. Scope

The General Terms and Conditions of Delivery and Service of FRGA AERO apply to all deliveries and services provided by FRGA AERO and its affiliated companies (hereinafter collectively referred to as “FRGA AERO”). Any differing or conflicting terms from the customer shall only be valid if expressly approved in writing by FRGA AERO. These General Terms and Conditions shall remain effective even if FRGA AERO proceeds with delivery or service knowing the customer’s conflicting terms without reservation.

#### 2. Offers

1. All offers made by FRGA AERO must be confirmed in every respect. Data in printed materials, order confirmations, diagrams, descriptions, drawings, and information regarding dimensions and weights are approximate unless explicitly stated as binding. Cost estimates are non-binding and for informational purposes only.
2. Diagrams, drawings, sketches, and other documents remain the exclusive property of FRGA AERO. The customer is prohibited from copying, reproducing, transmitting to third parties, or disclosing these documents without prior written consent of FRGA AERO. Violations will result in liability for damages. Documents must be returned upon request.
3. Demonstrations and tests conducted at the customer's premises by FRGA AERO representatives, experts, or technicians shall be carried out solely at the expense and risk of the customer. FRGA AERO’s liability is limited as stated in Clause 12.

#### 3. Scope of Delivery

The scope of delivery and services is exclusively defined by FRGA AERO’s written order confirmation. Oral agreements, amendments, or additions are only valid if confirmed in writing. Deliveries based on technical documents and drawings are limited to those provided or approved in writing by FRGA AERO.

#### 4. Scope of Service

1. Services provided by FRGA AERO are determined according to the relevant offer, valid test and checklist documents, and work schedules. Services include:
  - Consultancy and engineering
  - Fault diagnosis and troubleshooting
  - Commissioning and inspection
  - Measurements
  - Training
  - Other maintenance and service tasks

2. Testing of tools and machinery primarily concerns FRGA AERO's own equipment. Services on machines of other manufacturers shall only be performed if explicitly agreed in writing.

## **5. Exclusion of Delivery and Service**

FRGA AERO is not obligated to perform deliveries or services if such performance conflicts with applicable laws or administrative regulations, including but not limited to import/export controls and US sanctions laws. If necessary official approvals, licenses, or permits are not granted or revoked, FRGA AERO and its suppliers are exempt from contractual performance. If legal or administrative changes create unreasonable risks, FRGA AERO may be excused from performance. Claims for damages or penalties are excluded unless FRGA AERO is solely responsible.

## **6. Prices**

1. Prices are subject to confirmation and quoted in USD. They reflect material, labor, and expenses valid at the date of offer or order confirmation. Price adjustments may apply for variable costs after the commitment period. Prices apply only to the specified order unless otherwise agreed in writing.
2. If not specified, the applicable FRGA AERO price lists apply.
3. Non-standard or custom-sized products incur surcharges agreed prior to order placement. In case of disagreement, prices are cost-based plus a reasonable profit margin.
4. If delivery occurs more than 6 months after the order confirmation date due to customer delay, prices may be adjusted.
5. Prices are ex works (EXW) FRGA AERO facilities and exclude packaging, freight, insurance, taxes, and other charges, including partial or expedited deliveries.
6. FRGA AERO is not liable for typographical or clerical errors.

## **7. Payments**

1. Invoices are generally issued once, up to three copies. Taxes and fees are invoiced separately. Invoices are dated on the delivery or service date and denominated in USD.
2. Unless otherwise agreed, payments for deliveries are made without deductions: one-third within 7 days of order confirmation, one-third within 7 days of notification of readiness for dispatch, and the balance within 30 days. Payment must be fully received by FRGA AERO.
3. Service fees are due immediately upon invoice receipt.
4. Payments in currencies other than USD will be settled net of any costs.
5. Payment by check or bill of exchange is subject to special agreement and considered conditional payment only. FRGA AERO is not responsible for timely processing.
6. Late payments incur interest at 1.5% per month. FRGA AERO may require advance payments or securities if the customer's financial situation is unsatisfactory; failure to comply may result in suspension or termination of contract with all amounts due immediately payable. Collection costs are borne by the customer.
7. Offsetting or withholding unrelated to the contract is prohibited. FRGA AERO may apply payments at its discretion to outstanding debts.
8. In case of insolvency or payment default, FRGA AERO may terminate the contract and demand return of delivered goods.

9. Invoice objections must be submitted in writing within 14 days and do not interrupt the limitation period.
10. Failure to collect goods after notification will result in storage and insurance costs charged to the customer.

## **8. Delivery Date and Service Period**

The delivery period begins upon order confirmation and ends upon notification that goods are ready for dispatch. Customer obligations such as document provision and customs clearance must be fulfilled.

1. Delivery deadlines are extended without liability for FRGA AERO in case of strikes, lockouts, force majeure, payment defaults, or missing authorizations.

## **9. Retention of Title**

1. Delivered goods remain the property of FRGA AERO until full payment including ancillary claims. This applies to ongoing business relations and associated deliveries.
2. The customer may sell reserved goods only with FRGA AERO's consent and assigns receivables from onward sales to FRGA AERO in advance, retaining collection rights unless FRGA AERO chooses to collect itself.
3. FRGA AERO may request information on assigned receivables and debtors.
4. The customer must properly maintain and insure the goods against risks such as fire or theft. Use of unpaid goods as collateral is prohibited.
5. If goods subject to retention are incorporated into other products, FRGA AERO obtains proportional co-ownership. Sales provisions apply accordingly.
6. If the security value exceeds claims by more than 20%, FRGA AERO shall release securities upon request.

## **10. Packaging and Dispatch**

1. Packaging is selected and charged by FRGA AERO unless otherwise agreed in writing. Return obligations exist only if explicitly agreed.
2. Dispatch risk passes to the customer, even if carriage-paid delivery is agreed. Transit insurance is at the customer's discretion and expense.
3. Customer-caused delays transfer risk at readiness for dispatch.
4. FRGA AERO is liable for transport damages only if it has assumed transport risk by agreement.
5. Any discrepancies must be reported in writing immediately upon receipt; otherwise, delivery is deemed accepted.
6. Dispatch method is chosen by FRGA AERO; cheapest transport is not guaranteed. Insurance is provided only upon explicit request and cost coverage by the customer.

## **11. Warranty**

1. FRGA AERO's liability for defects in manufactured products is limited to 12 months. Remedies include repair or replacement at FRGA AERO's discretion. Refusal or failure allows price reduction or contract withdrawal. Transport, labor, and materials costs are borne by FRGA AERO unless the product was moved contrary to intended

use or repaired by third parties without consent. Replacement parts remain FRGA AERO's property. The customer must provide reasonable access and time for repairs.

2. Used machinery is sold without warranty; immediate inspection is recommended.
3. The customer must inspect deliveries promptly and report defects in writing within the warranty period; late claims are void.
4. Warranty on replacement parts or improvements lasts 3 months or until the original warranty expires.
5. Costs for unjustified defect inspections may be charged to the customer.
6. Claims are void if products are altered, misused, or maintenance instructions ignored unless the customer proves these did not cause defects.

## **12. Liability**

FRGA AERO's liability is limited to cases of:

- Willful misconduct
- Gross negligence of senior executives
- Intentional concealment
- Guarantees of features or durability
- Injury to life, body, or health

Liability also extends to gross negligence of non-executive employees and limited foreseeable damages from simple negligence for essential contractual obligations. All other claims are excluded.

## **13. Delivery and Assembly**

1. Unless otherwise agreed, assembly and commissioning costs are invoiced separately (including travel, accommodation, tools, and equipment).
2. Materials and equipment stored at the customer's site for assembly are at the customer's risk.
3. Suitable equipment and qualified personnel must be provided free of charge by the customer. FRGA AERO is not liable for damage caused by faulty equipment or operator error.
4. Delays due to lack of cooperation are charged to the customer.

## **14. Withdrawal**

FRGA AERO reserves the right to withdraw from the contract without penalty if continuation becomes impossible.

## **15. Governing Law**

The contract is governed by Turkish law. The competent courts are Turkish courts. The customer agrees to bear collection and legal fees in case of payment disputes.

## **16. Inspection**

The buyer must promptly inspect received products and notify FRGA AERO in writing of any warranty breaches or other claims within 15 days of discovery. Failure to notify within this period waives claims and the right to reject defective goods.