

## General Terms and Conditions ("GTC")

---

Company GOAL Aviation s.r.o., registered office Rybí 116, 742 65, Czech Republic  
(hereinafter "GOAL")

### I.

#### DEFINITION

The following terms have the following meanings within the GTC:

1. **Quotation:** means a document which lists these terms and conditions or in which these terms and conditions are referenced and includes customer's identification, details of the Parts the customer wishes to buy, price of Parts and any relevant information concerning the sale of Parts.
  2. **Purchase Order (PO):** means a binding order received from the Customer on the basis of the Quotation, in electronic form, in particular in the form of a customer's e-mail sent to GOAL. By placing the order, the customer declares that he has become acquainted with and accept these GTC available on GOAL's internet portal [www.goal-aviation.com](http://www.goal-aviation.com) and agrees that these GTCs will become part of the Purchase Agreement. Customer may order Parts and services in the form of: outright sale, exchange, repair or leasing.
  3. **Order Confirmation:** means a written notification, incl. written notice via e-mail or other electronic means, in particular by GOAL's e-mail sent to the customer, which confirms that GOAL has accepted the customer Purchase Order. By GOAL's order confirmation, the Purchase Agreement is concluded.
  4. **Purchase Agreement:** means a contract between GOAL and the customer whose object is the sale of Parts, and whose attachments and integral parts are these Terms and Conditions, Quotation, Order Confirmation and Incoterms 2010.
  5. **GOAL's company email:** [sales@goal-av.com](mailto:sales@goal-av.com)
  6. **Customer's e-mail:** means all e-mail addresses from which the customer communicates itself or through employees or authorized persons with GOAL.
  7. **Part:** means used or new spare parts (components, parts and sets of these parts) of the aircraft.
    - 7.1 **Overhauled part (OH condition):** means that part or parts have been overhauled by an EASA or FAA 145 approved organisation and are sold with attached EASA Form One and/or FAA8130-3 Form certificate or equivalent stating Overhauled condition.
    - 7.2 **As-removed part (AR condition):** means that the part or parts have been removed from the engine/aircraft and are pending recertification, are not airworthy.
    - 7.3 **Serviceable part (SV condition):** means the part or parts that have been inspected by the organization approved by EASA or FAA 145 and are sold with attached EASA Form One and/or FAA8130-3 Form certificate or equivalent stating one of these conditions: INSPECTED, TESTED, REPAIRED, MODIFIED.
    - 7.4 **New part (NEW condition):** means part in a new, unused condition sold with the attached EASA Form Certificate One and/or certificate FAA8130-3 Form or equivalent or COC (Certificate of Conformity).
- (7, 7.1, 7.2 and 7.3, hereinafter referred to as "Part or Parts")
8. **Exchange:** means a trade transaction when GOAL supplies SV or OH part (exchange unit) to the customer and customer delivers to GOAL the AR condition part or unserviceable part (both called Core unit) of the same P/N but different serial number.

### II.

### **INTRODUCTORY PROVISIONS**

1. These GTC forms an integral part of the Purchase Agreement concluded between GOAL and the customer for the purpose of selling GOAL's Parts to customer.
2. The Sale and Purchase of Parts is preceded by a Quotation. The moment of closing the Purchase Agreement is an Order Confirmation. In case of doubt, it is assumed that the Order Confirmation was delivered to the customer the day following the sending of the Order Confirmation to the Customer's e-mail.
3. Each Quotation contains a link to these GTC located on the GOAL web portal [www.goal-aviation.com](http://www.goal-aviation.com). By an order issued by a customer, the customer expressly agrees with these GTC and these become part of the Purchase Agreement.

### **III.**

#### **PRICE, PAYMENT CONDITIONS, SELLING CONDITIONS**

1. All prices for the Parts listed in the Quotation are net and except cases stated in Quotation do not include the following additional costs and charges: transportation, insurance, taxes, import or export charges or duties, levies, penalties, interest or other similar charges - taxes on goods and services, harmonized sales taxes, sales taxes, value added tax, withholding tax, and any other transfer taxes (hereinafter referred to as "costs and fees").
2. All costs and fees to be paid by GOAL beyond the purchase price quoted in the Quotation, the customer undertakes to pay GOAL on the basis of an invoice issued by GOAL. GOAL is entitled to issue such invoice within 30 days of the date when the costs and fees are paid and the customer undertakes to pay such invoice within 15 days after its receipt on Customer's email.
3. The customer acknowledges that all of the Parts listed in the Quotation are classified as goods usually installed on a civil aircraft and that he/she will assemble or install them on the aircraft operated by an airline operating mainly passenger transport between EU Member States and third countries, which is subject to VAT exemption under Council Directive 2006/112 / EC of 28 November 2006 on the common system of value added tax, CHAPTER 7: EXEMPTION FROM TAXES RELATING TO INTERNATIONAL TRANSPORT (Article 148). If these parts are used for a different purpose, the customer undertakes to inform GOAL immediately, but no later than 5 days from the date on which he/she is requested to do so by GOAL, and pay VAT, all import taxes or fees.
4. The prices listed in the Quotation are valid for 1 day or for the period specified in the Quotation. After that, the prices listed in the Quotation can be changed at any time without prior notice.
5. The Quotation is valid only for as long as the Parts are not sold to another customer, where GOAL is not obliged to inform the customer. All Quotations are subject to prior sale.
6. If the customer fails to make any payment due to GOAL under this Purchase Agreement by the due date, GOAL is entitled to charge the customer an interest for late payment at the statutory level, as per Government Order No. 351/2013 Coll. determining the amount of default interest and costs associated with claim recovery, determines the remuneration of the liquidator, the liquidator and the member of the body of the legal entity appointed by the court, and regulates certain issues of the Commercial Bulletin, public registers of legal and natural persons and the trust funds register and the record of the actual owners, as amended, and a contractual fine of 0.05% per day from the amount due. The contractual penalty and default interest are payable within 5 days of the date on which the customer will be required to pay for it.
7. GOAL is entitled to issue invoices within 90 days from the date on which the fact giving the GOAL entitlement to claim any financial amounts (purchase prices for the Parts, other services, costs and fees, etc.) occurs.
8. Invoices will be provided by GOAL in electronic version and sent to Customer's email.
9. The due date of GOAL's invoices is always stated on the relevant invoice, except for proforma invoices where the due date is set out in clause 12 of this article of these GTC.
10. The customer is not entitled to offset any receivables he/she has against GOAL against any invoice issued by GOAL.
11. If Parts are shipped by GOAL to the customer (or its carrier) outside of the standard opening hours, GOAL is entitled to charge an additional fee (AOG FEE) of \$ 300.00 per shipment. The return of unused Parts delivered to the customer is subject to prior approval by GOAL and is subject to a

RE-STOCKING FEE of at least 25% of the PO amount (MINIMUM AMOUNT OF CHARGE is USD 250.00). If the return of unused Parts is approved by GOAL, Parts must be returned within 30 days of the date of dispatch of the goods from GOAL's warehouse, otherwise the return of the goods will not be accepted. All returned goods will be inspected after their receipt by GOAL. Parts that have been specifically purchased on customer's request (displayed by order from the customer) and were not available in the GOAL's warehouse cannot be returned.

**12.** The Minimum Order Value (MOV) is \$ 100,00. In the event that the customer cancels the Purchase Order, GOAL is entitled to charge the customer CANCELLATION FEE of 25% of the PO amount (MINIMUM AMOUNT OF CHARGE is \$ 150.00). All proforma invoices must be paid by the customer within 14 days of their delivery to Customer's email, otherwise GOAL is entitled to cancel the Purchase Order and charge the customer the cancellation fee as stated above. The customer can pay by wire transfer or credit card. GOAL charges the following fees: \$ 40,00 wire transfer fee, 4% fee for credit card payment (charged by the transaction provider).

#### **IV.**

##### **DELIVERY OF PARTS:**

- 1.** Parts are supplied ExWorks to the customer in GOAL's storage facilities located in the Czech Republic or otherwise, as specified in the Quotation. GOAL reserves the right to charge special additional packaging requirements or when required by regulations, such as a fee for the transport of hazardous materials, etc. In the case of the hire of special packaging material, it is returnable at the expense of the customer.
- 2.** All information provided in the Quotation is for reference only and delivery time is not binding on GOAL. GOAL must notify the customer in an appropriate manner of when the Parts will be available for delivery. There is nothing to prevent GOAL from shifting the deadline for the delivery or full performance of any order to an earlier date than the one specified in the offer. Unless otherwise agreed, GOAL is entitled to deliver parts in partial shipments.
- 3.** If customer discovers that the Parts fail to meet the offer, the Customer must within two (2) calendar days of receipt of the Parts inform GOAL of this non-compliance and: provide such evidence of non-compliance as GOAL may reasonably require, including photographic evidence; at the expense of the customer, arrange the return of the Parts that do not correspond to the Quotation, or upon a written request from GOAL to arrange the Part to be liquidated (in which instance the Customer will produce a certificate evidencing the Part has been scrapped); and the customer will allow GOAL a reasonable opportunity to replace such a Part. For the purposes of this point, a non-compliance means the failure to comply with the individual parts with the description in the Quotation, including the condition of these Parts, which may be as-removed, serviceable or overhauled.
- 4.** GOAL delivers Parts in AS-IS condition without any guarantee unless otherwise stated in the individual Quotation or agreed during the individual sale.
- 5.** Goods specifically purchased by GOAL from a supplier for on-sale to the customer, may not be returned to GOAL for credit.
- 6.** GOAL assumes no responsibility for the delayed delivery of Parts, regardless of how it occurred or for any delay in performance due to reasons beyond reasonable control of GOAL, including embargo, blocking, seizure, delay or refusal to provide export or import permission or any other acts or omissions of the Government, fires, floods, adverse weather or any other act of force majeure, quarantine, strikes or closure, rebellion, insurrection or acts of crime or terrorists, war, lack of material or delay in delivery by third parties and, in the event of such delay, the delivery date is prolonged for a period which is reasonably necessary. The Customer has the obligation to receive the Parts as soon as they are available.
- 7.** GOAL assumes no responsibility or warranty that the ordered Part is suitable for installation on a particular customer's aircraft and that it is operational after installation. This also applies to alternative Parts ordered (so called "Alternative P/N"). The company installing the Part is responsible for installing the Part on the aircraft.

**V.  
EXCHANGE**

1. All Parts shipped by GOAL on the exchange basis are governed by GOAL's Exchange Agreement, which must be signed by the customer for each exchange transaction prior to the delivery of the Parts.

**VI.  
TITLE AND RISK**

1. The risk of damage to the Parts passes to the customer after they have been handed over by GOAL to the first carrier.
2. Title to the Parts is transferred to the customer only after the customer has fully paid the price of the Parts including all payments listed in the relevant invoice.

**VI.  
WARRANTY**

1. GOAL warrants that has a valid ownership interest in the Parts sold to the customer on the date of signing the Purchase Agreement.
2. GOAL does not provide a quality guarantee for Parts. Each Part is sold on "AS-IS" basis, with all warranties received from the last operator, authorised repair station, manufacturer or other subcontractor or distributor, provided such guarantees exist.

**VII.  
GOVERNAMENTAL AUTHORIZATION**

1. Unless otherwise stated in the Quotation, the customer is responsible for obtaining the required government license in time, such as an import license, export license, shipment permit or any other required state authorization.

**VIII.  
GOVERNING LAW AND JURISDICTION**

1. The Purchase Agreement and any dispute or claim arising therefrom is governed and interpreted by the laws of the Czech Republic.
2. The customer acknowledges and agrees that the courts of the Czech Republic will have exclusive authority to resolve any dispute or claim arising out of the Purchase Agreement, according to the local jurisdiction of the registered office of GOAL.

**IX.  
DELIVERY**

1. All documents are delivered to Customer's email and GOAL e-mail. Emails are considered to be received the day after the day when the email was sent by a customer or by GOAL. All messages and communications to which the other party responds shall be deemed delivered.
2. Both Parties undertake to inform the other Party without delay of any changes in the person of their responsible representant and of any other information essential for the mutual provision of information.

**X.  
PROTECTION OF PERSONAL DATA**

1. GOAL processes the personal data of customers to the extent necessary to conclude and perform the Purchase Agreement, to comply with legal obligations and to fulfill GOAL's legitimate interests, that is to protect its own rights and direct marketing. Personal data is processed in a manner that is user-friendly and not processed for more than 10 years after the Purchase Agreement has been fulfilled. Customer has the right to request at any time access to personal data, repair of personal data, deletion of personal data and portability of personal data.
2. The customer's right is also to object to the processing of personal data at GOAL. Any complaints and complaints may be addressed by GOAL to sales@goal-av.com. Customer may also

contact GOAL personally at GOAL's registered office or at telephone number +420/702130700 for personal data protection.

3. The Customer has the right to contact the Personal Data Protection Office at Pplk. Sochora 27, 170 00 Prague 7, tel .: +420 234 665 111, e-mail: [posta@uouu.cz](mailto:posta@uouu.cz).

## **XI. FINAL PROVISIONS**

1. GOAL reserves the right to change GTC at any time. The current version of the GTC is placed on the website [www.goal-aviation.com](http://www.goal-aviation.com).
2. If the severable provision of these GTC is or becomes invalid, unenforceable or implied, this does not affect the validity of the remaining provisions of these GTC.
3. No statement, negotiation, warranty, negotiation or business use are part of the Purchase Agreement between GOAL and the customer. GOAL disclaims any inconsistent or additional terms of the Customer, either before or after the conclusion of the Purchase Agreement, in any order or any other way, unless specific and explicit references to changes to this Purchase Agreement are made written by representative of GOAL. Anyone signing for a customer is considered to be a customer's employee in the appropriate position and is clearly entitled to bind the customer to this agreement.

Date of issue: 11.4.2018