

GENERAL TERMS AND CONDITIONS OF BUSINESS OF HP DRIVETECH ENTWICKLUNG & PRODUKTION GMBH

The following terms and conditions apply exclusively to all deliveries and services. Opposing terms and conditions of the buyer, including printed terms and conditions, as well as verbal agreements require our express written approval to be valid.

1. OFFERS AND ORDERS

a) Our offers are subject to change. Conclusions and agreements shall only become binding for us when confirmed in writing by the owner or by unconditional delivery.

b) Orders placed by the buyer shall only be binding after postal delivery to us. Not the daily postmark of the delivery post office is authoritative, but the date of receipt in our company. Telephone orders are only considered to be received after written confirmation by the purchaser, unless the purchaser requests immediate delivery. In the case of telephone orders, we are in no way liable for incorrect deliveries; the risk arising from this order is borne in full by the client. For all orders received outside of the online shop, the acceptance of our general terms and conditions is assumed, unless the purchaser objects in writing within two weeks of placing the order. The objection must be sent by registered mail.

c) If conversion kits, accessories or other parts are delivered incorrectly or incompletely due to unclear, incorrect or incomplete information, the customer bears the entire risk. Claims for damages of any kind are excluded.

d) We expressly reserve our property rights and copyrights to offers. These documents may only be made accessible to third parties if we have expressly released this in writing.

e) The prices quoted in our catalogues, circulars, advertisements, price lists or in the information belonging to the offer are not binding unless they are expressly designated as binding by the owner in the order confirmation.

f) Our products may only be used and resold under the name HP Drivotech.

2. DELIVERY

Delivery times are only binding after express written agreement and are considered to

be met when the goods have left our company or are ready for collection.

a) We reserve the right to make technical changes as well as dimensional and weight deviations due to our specific production technology or further development. Custom-made products shall be deemed to have been accepted from the start of production. In the case of a custom-made product, a production period of at least 4-5 weeks is to be expected. If the customer cancels the order, we will invoice the costs incurred up to the time of cancellation.

b) In the event of force majeure (strike, failure to perform by suppliers, illness, etc.), for which we are not at fault, the delivery period shall be extended by at least 2 weeks to a reasonable extent. If a delivery promised by us becomes impossible or unreasonable, we may withdraw from the contract.

c) If we are in default of delivery, the customer may withdraw from the contract after expiry of a period of grace of at least 2 weeks set by him in writing. The right of withdrawal only extends to the unfulfilled part of the contract. The passing on of claims for damages is excluded.

3. DISPATCH, TRANSFER OF RISK AND RECEIPT OF GOODS

Shipment is at the risk and expense of the buyer as soon as the goods have left our premises. Transport insurance is only taken out at the express request of the buyer and is at his expense. The mode of dispatch is determined by us. We cannot assume any liability for determining the cheapest shipping routes. If the transport of the goods is delayed through no fault of ours, the goods will be stored at the buyer's expense. The receipt of the respective transport company is sufficient as proof of proper dispatch of the goods.

a) We reserve the right of partial delivery. Unless expressly agreed otherwise in writing, the goods will only be shipped by cash on delivery or prepayment.

b) Damaged goods are to be accepted by the transport company only after the damage has been recorded and acknowledged by the transport company. In case of non-observance, the buyer has to bear the resulting damage himself.

c) Goods damaged in transit shall not be returned to us under any circumstances without our written consent, but shall be made available to the transport company. For the damage acknowledged by the transport company, we will immediately make a replacement delivery (please send the damage report immediately). The invoice amount is to be paid directly to us and invoiced by the buyer to the transport company.

4. PRICES AND TERMS OF PAYMENT

The prices are exclusive of insurance and shipping, but include the applicable

statutory VAT rate of 20%. In case of a return the customer bears the entire shipping costs. We are not liable for possible misprints in the labelling of goods.

a) Goods picked up by the customer or directly delivered by us are to be paid immediately in cash. The same applies to the collection of converted goods.

5. DEFAULT OF ACCEPTANCE

If goods ordered by the customer are not accepted or not collected, the goods will be stored at our premises at the risk and peril of the customer. If the customer finally refuses to accept or collect the goods after setting a deadline of 2 weeks, we shall be free to dispose of the goods elsewhere. The damage incurred (storage, transport, packaging and restocking costs) shall be borne by the buyer or customer.

6. RETENTION OF TITLE

The delivered goods (reserved goods) remain our property until the purchase price has been paid in full. The goods may not be resold to third parties until the buyer has paid the full purchase price. If our goods are sold in connection with other goods of foreign origin or in connection with other services, we are entitled to a claim at least in the amount of the value of our delivery, but in any case a share in the amount of our claims.

a) The buyer must treat the goods subject to retention of title with care.

b) In the event of non-compliance with the payment agreements made in the purchase contract, the buyer undertakes to return the purchased items to the seller at his own expense, even without a court order.

7. WARRANTY

All defects, wrong deliveries or shortfalls must be reported in writing immediately after becoming aware of them, but no later than 7 days after receipt of the goods.

a) We shall, at our discretion, repair or replace rejected goods with perfect goods. If the rectification fails or if we are in default of delivery with the replacement delivery, the buyer can withdraw from his purchase contract after a 14-day period.

b) Defective goods must be returned to us carriage paid. In the event of a justified defect detected by our company, we shall bear the freight costs and the costs for the repair or replacement delivery.

c) Warranty claims shall not exist if the defects are due to a violation of operating, maintenance, handling or installation instructions, unsuitable or improper use, incorrect or negligent handling or natural wear and tear, or if the installation was not carried out in a specialist workshop. The goods must be checked for any defects before installation. Claims for compensation for processing and installation costs incurred will not be accepted.

d) Further claims for damages that have not arisen directly on the goods are excluded from liability.

The warranty period is 2 years from the date of invoice for all manufacturing or material defects. Normal wear and tear is not included in the guarantee. The guarantee is not transferable. Within the warranty period, possible manufacturing or material defects will be remedied by HP Drivetech either by repair or replacement. There are no further claims of any kind, in particular no claims for damages or reimbursement of expenses (e.g. from § 476 a BGB). The warranty does not apply if the part in question becomes defective due to an accident, improper use or application, misuse or improper installation. The warranty is also void if the customer does not have a regular chassis inspection (at least every 10,000 km) carried out by a trained HP Drivetech dealer.

e) The warranty is also excluded:

Normal wear and tear and consumption as well as defects that only insignificantly affect the value or usability of the goods. Furthermore, the warranty is void or limited if the installation and care instructions are not read and observed, if no customer invoice or completely filled out warranty card is available.

If the buyer has fulfilled its obligations, it has 2 weeks after becoming aware of a defect to report it to HP Drivetech. All rights and obligations shall be governed by Council Directive 85/374/EEC of 25 July 1985 and Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 and national law.

A warranty request can only be processed if the purchaser submits his invoice, the completed claim form and the warranty card to the supplier or the installation workshop.

The buyer can obtain the claim form from the supplier or the installation workshop. The supplier or installer sends the form to HP Drivetech and acts as intermediary. Parts may only be removed after consultation with HP Drivetech. Parts may only be returned in their original packaging.

If work, repairs or modifications are carried out on the product during the warranty period by dealers other than those trained by HP Drivetech without the written permission of HP Drivetech, the warranty will become void. After the parts complained about and the complaint form are received by HP Drivetech, the parts will be inspected. For this purpose, the customer grants us an inspection period of a maximum of 14 days, during which no claims for damages can be made.

Failure to observe the instructions on the warranty card and the manufacturer's vehicle-specific instructions may shorten the life expectancy of the goods. The costs arising from this are excluded from the guarantee.

8. DISCLAIMER OF LIABILITY AND WARRANTY PROVISIONS

Our liability is exclusively based on the agreements listed in clauses 1-7. The maximum warranty period for retrofitting is 24 months from date of invoice.

a) A warranty of two years from date of invoice is given on our airframes, but only if the perfect installation was carried out by a specialist workshop.

9. COMPLIANCE WITH LEGAL REQUIREMENTS

Changes and conversions of vehicles participating in public road traffic must be entered in the vehicle documents.

Part certificates for HP Drivetech Supreme air suspension systems are available for some vehicle models. There are generally no part certificates for the special models.

The part certificates are only valid with original stamp and original signature of HP Drivetech.

Any kind of copies of the part certificates are invalid and not allowed. Likewise, the part certificate may only be handed over by the customer or HP Drivetech service point dealer to the TÜV inspector and not to any third party. Any kind of publication (e.g. Internet, trade fairs, meetings, etc.) is prohibited.

The part certificate must be collected and destroyed by the TÜV inspector or expert after acceptance.

The part certificates may only be used for the vehicle with the chassis number entered on the certificate. For this purpose, the vehicle registration document will be sent to

HP Drivetech by post, e-mail or fax (clearly legible). The certificate will only be issued after receipt of the required documents.

Aircraft of other suppliers as well as US imports without limiter may not be registered with the HP Drivetech parts certificate.

Likewise, the HP Drivetech parts certificate may not be used as a basis for individual acceptance of landing gear from other suppliers.

Any violation will be punished with a fine of at least 10,000.00 Euro and the amount is due for immediate payment.

Air suspension systems for vehicle models without a parts certificate are still not permitted for road traffic in the area of the StVZO. The buyer must present the vehicle to the Technical Inspection Agency and have it registered by individual acceptance.

The responsibility for converted vehicles or their parts lies with the buyer. Any claims against the seller for non-approval by the TÜV are excluded. In the case of vehicles to which modifications are made after the conversion or TÜV acceptance, any liability and guarantee shall lapse if the modification was directly or indirectly decisive for the damage.

10. PRODUCT RETURNS AND REDELIVERIES

In the case of returns / shipments of goods, the customer is liable for the perfect packaging of the goods. A return must be made within the legal period of 14 days and only in the original packaging.

a) A credit note will only be issued after a thorough examination of the returned goods. The return shipment must be „free domicile“. The buyer will be charged 15% of the value of the goods but at least 15.00 EUR for restocking. Goods with a net value of less than 50.00 EUR will not be taken back for a credit note. Damaged goods or goods which are no longer in perfect condition are excluded from return and will not be credited.

b) Returns of individual and custom-made products are excluded.

11. PLACE OF PERFORMANCE AND JURISDICTION

Place of performance for deliveries and payments is: Zeiss-Straße 4, 9065 Ebenthal, Austria.

a) Place of jurisdiction for all legal disputes arising from the contractual relationship is 9020 Klagenfurt, Austria.

b) The law of the Federal Republic of Austria applies to all legal relations between the buyer and us. All customers residing abroad declare already with the submission of the order that they agree that the place of jurisdiction for all possible disputes arising from the contractual relationship is Klagenfurt, Austria.

c) By placing an order, the buyer acknowledges these terms of delivery and payment as solely authoritative. They shall also be authoritative for any further order, without the need to make any further specific reference to these contractual conditions.

The conditions mentioned under points 1-11 are valid immediately.

Should a provision in these terms and conditions or a provision within the framework of other agreements be or become invalid, the validity of all other provisions or agreements shall not be affected.

The General Terms and Conditions in this version apply from 20.06.2020.

Errors in writing, typing and translation reserved.

HP DRIVETECH ENTWICKLUNG & PRODUKTION GMBH

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Austria