

# GENERAL TERMS AND CONDITIONS

*International Aviation Components, Procurement, Exchange, Repair Coordination and Logistics Support*

|                     |                                      |
|---------------------|--------------------------------------|
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These General Terms and Conditions ("Terms") apply exclusively to business-to-business transactions of World Trading GmbH ("WTG", "we", "us" or "our") relating to aircraft parts, aviation components, engines, rotables, consumables, expendables, tooling, documentation, sourcing, procurement, exchange transactions, repair coordination, logistics support and related services.

These Terms are intended for professional customers only. Consumer transactions are excluded. Any buyer, customer, operator, airline, MRO, broker, distributor, supplier, consignee, end user or other contracting party is referred to as the "Customer".

These Terms apply to transactions initiated through quotations, email correspondence, purchase orders, order confirmations, invoices, delivery documents, product catalog inquiries, request-a-quote forms and other business communications, unless WTG expressly agrees otherwise in writing.

## 1. Scope, Priority and Contract Formation

These Terms apply to all quotations, offers, order acknowledgements, invoices, deliveries, sales, purchases, exchanges, sourcing activities, repair coordination, returns and future business with the Customer, unless WTG expressly agrees otherwise in writing.

Conflicting, deviating or supplementary terms of the Customer are rejected and do not apply unless expressly accepted in writing by an authorised representative of WTG. Silence, performance or delivery by WTG does not constitute acceptance of the Customer's terms.

Quotations, product listings, website catalog information, stock indications, delivery estimates and price lists are non-binding and subject to prior sale, availability, supplier confirmation, export approval, documentation availability and satisfactory compliance checks.

A contract is formed only when WTG accepts the Customer's order in writing, issues an order confirmation, issues an invoice, or dispatches the goods, whichever occurs first. Orders placed by email, marketplace, website form, telephone or other electronic means remain subject to written confirmation by WTG.

The Customer is solely responsible for the accuracy of part numbers, serial numbers, dash numbers, aircraft applicability, required certification, quantity, delivery address, destination, consignee, end user, end use, import requirements and technical specifications provided to WTG.

WTG may refuse, suspend or cancel any transaction without liability if performance would be unlawful, commercially unreasonable, credit-impaired, restricted by sanctions or export control laws, affected by supplier non-performance, or if required documentation, payment, compliance or end-use information is missing or unsatisfactory.

Cancellation by the Customer requires WTG's prior written consent. The Customer shall reimburse WTG for supplier cancellation fees, freight, customs charges, teardown, recertification, restocking, banking, inspection, handling and other costs already incurred.

## **2. Website, Product Catalog and Request-for-Quote Use**

Information shown on WTG's website, including product catalog entries, part numbers, descriptions, images, stock references, availability indicators, technical information and downloadable documents, is provided for general business information only and does not constitute a binding offer, warranty, representation or guarantee of availability, suitability, condition, certification or price.

Catalog search results and part-number matches are preliminary. All availability, condition, traceability, certification, pricing, lead time, delivery, documentation and exportability are subject to written confirmation by WTG.

The Customer must independently verify that any requested item is suitable for its intended aircraft, engine, component, maintenance programme, jurisdiction, operator requirement, lease-return condition or end use before purchase, installation or onward supply.

WTG may update, modify, remove or correct website and catalog information at any time without notice.

Errors, omissions, outdated listings or typographical mistakes do not create binding obligations for WTG.

Quote requests submitted through the website do not create a contract. A transaction is binding only after written acceptance or order confirmation by WTG.

## **3. Quotations, Prices, Taxes, Payment and Credit Risk**

Unless expressly stated otherwise, quotations are valid only for the period stated in the quotation. If no validity period is stated, a quotation is valid for seven (7) calendar days and remains subject to prior sale, availability and compliance approval.

Unless expressly agreed otherwise, prices are quoted net, Ex Works (EXW) or Free Carrier (FCA) WTG or supplier facility under the Incoterms in force at the time of contract, exclusive of VAT, sales tax, customs duties, import charges, export charges, packaging, insurance, freight, bank fees and governmental or logistics costs. Such costs are for the Customer's account.

Prices quoted in a currency other than the invoice currency may be adjusted if exchange rates, supplier prices, tariffs, freight rates, insurance costs, government charges or other external costs change materially before invoicing or shipment.

Payment is due strictly in the currency, account and time stated on WTG's invoice or order confirmation. Time for payment is of the essence. The Customer shall pay all amounts without deduction, withholding, set-off or counterclaim, except for counterclaims finally adjudicated or expressly accepted by WTG in writing.

If payment is late, if credit information is unsatisfactory, or if WTG has reasonable concerns regarding the Customer's solvency, ownership, sanctions status, creditworthiness or compliance position, WTG may demand advance payment, suspend deliveries, retain documents, cancel open orders and declare all outstanding amounts immediately due.

Late payments bear interest at the statutory commercial default rate applicable under German law, without prejudice to WTG's right to claim higher damages, collection costs, legal costs, currency losses and bank charges.

Goods, certificates, release documents and other transaction documents may be withheld until all due amounts are received in cleared funds.

#### **4. Delivery, Incoterms, Risk, Title and Acceptance**

Delivery dates and lead times are estimates unless expressly confirmed as binding in writing. Partial deliveries and partial invoices are permitted.

Delivery is subject to timely supplier delivery, export clearance, import clearance, transport availability, customs processing, documentation availability and compliance approval.

Unless expressly agreed otherwise, delivery shall be Ex Works (EXW) or Free Carrier (FCA) under the Incoterms in force at the time of contract.

Risk of loss, damage, delay, deterioration or seizure passes to the Customer when the goods are made available for collection or handed to the first carrier, whichever occurs first. If dispatch is delayed for reasons attributable to the Customer, risk passes upon notice of readiness for shipment.

Insurance is arranged only upon written request and at the Customer's cost.

The Customer shall inspect goods and documents immediately upon receipt and notify visible defects, shortages, transport damage or documentation discrepancies in writing within five (5) business days.

Otherwise, the delivery is deemed accepted, except for hidden defects notified promptly after discovery.

Title to goods remains with WTG until full payment of all amounts owed by the Customer under the relevant transaction and, to the extent permitted by law, the ongoing business relationship. The Customer shall store retained goods separately, protect them, insure them and not pledge, encumber or dispose of them contrary to WTG's rights.

If retention of title is restricted by local law, WTG reserves the maximum equivalent security right permitted.

WTG may reclaim goods if the Customer defaults, becomes insolvent, breaches compliance obligations or unlawfully disposes of goods.

#### **5. Aviation Documentation, Traceability and Airworthiness**

WTG supplies goods only with the certificates, tags and trace documents expressly stated in the quotation, order confirmation or invoice. Documentation may include, depending on item type and availability, EASA Form 1, FAA Form 8130-3, UK CAA Form 1, dual release, OEM certificate of conformity, teardown report, nonincident statement, ATA Spec 106, packing list, airway bill, trace-to-airline, trace-to-lessor, trace-to-MRO, trace-to-OEM documentation or other commercially accepted documentation.

WTG does not guarantee that documentation will be accepted by any particular authority, operator, maintenance organisation, lessor, airline, customs authority or end user unless expressly confirmed in writing by WTG.

WTG is not the operator, continuing airworthiness management organisation, installer, design approval holder, production approval holder, maintenance organisation, certifying staff or airworthiness authority for the Customer's aircraft or operations.

The Customer remains solely responsible for determining suitability, eligibility, configuration, modification status, software status, airworthiness, importability, exportability, shelf life, storage requirements, regulatory status, installation approval and operational fitness of any aircraft, engine, component, tooling or document.

No statement, catalog entry, quotation, email, invoice or delivery by WTG constitutes approval to install, certify or operate an item unless such approval is expressly issued by a competent aviation authority or approved organisation.

The Customer shall not alter, remove or obscure data plates, serial numbers, labels, tags, certificates, release documents or trace documents. Any suspected counterfeit, suspected unapproved, incident-related, tampered, undocumented, misrepresented or non-conforming part must be quarantined immediately and notified to WTG in writing.

Returns require prior written Return Material Authorisation (RMA) from WTG and must include all original documents, packaging, tags, defect reports and traceability documents.

## **6. Suspected Unapproved Parts, Counterfeit Parts and Product Integrity**

WTG obtains products from sources it considers commercially reliable, but WTG does not manufacture the products unless expressly stated in writing.

The Customer shall maintain its own quality, incoming inspection, traceability, airworthiness and counterfeit-prevention procedures before using, installing, reselling or transferring any item supplied by WTG.

If the Customer has reason to suspect that any item is counterfeit, suspected unapproved, undocumented, incident-related, altered, tampered, misrepresented or otherwise non-conforming, the Customer shall immediately quarantine the item, preserve all documentation and packaging, stop any installation or onward transfer, and notify WTG in writing.

The Customer shall cooperate with WTG, suppliers, repair facilities, authorities and relevant aviation stakeholders in any investigation regarding suspected unapproved parts, counterfeit parts, documentation irregularities, traceability concerns or compliance issues.

WTG is not responsible for installation, maintenance, engineering review, continued airworthiness determination, operational suitability or regulatory acceptance performed by the Customer or any third party.

## **7. Exchange Transactions, Cores and Repair Coordination**

Where WTG supplies a component on exchange, the Customer shall return an acceptable exchange core by the agreed due date. Unless otherwise agreed, the core must be of the same part number, dash number, modification status, condition, data plate status and documentation standard as the supplied component.

The core must be accompanied by acceptable traceability, unserviceable tag, defect reason for removal, nonincident statement, ATA Spec 106 where applicable, aircraft registration and removal details, ownership/control chain and, for life-limited parts or major assemblies, full life and back-to-birth records where required.

WTG may reject any core that is late, missing documentation, missing or illegible data plate, incident/accident/fire/heat damaged, modified by unauthorised PMA/DER or non-approved repair, suspected unapproved, sanctioned-origin, not economically repairable, below the agreed standard or otherwise commercially unacceptable. Rejected cores are deemed not returned and exchange charges may continue.

The Customer shall pay all exchange fees, freight, customs charges, repair, overhaul, test, recertification, evaluation, handling, management, scrap, BER and life/cycle adjustment costs relating to the exchange core.

If an acceptable core is not returned within the agreed period, WTG may charge additional exchange fees, charge the current BER value, or convert the transaction into a sale at WTG's discretion.

Repair coordination by WTG is coordination only unless expressly agreed otherwise. Repair findings, quotations, lead times, release documents and warranty depend on the relevant approved repair facility. WTG is not responsible for repair facility determinations, authority approvals or operational decisions made by the Customer.

## **8. Export Control, Sanctions, Customs and Prohibited End Use**

The Customer shall comply with all applicable export control, customs, sanctions, anti-boycott, anti-bribery, anti-corruption and end-use laws, including, as applicable, laws of the European Union, Germany, the United States, the United Kingdom, the United Nations and the country of destination.

Aviation goods, technology and documentation may be controlled as dual-use, military, strategic, sanctionsrestricted or licence-required items. Performance by WTG is conditional upon all required licences, authorisations, customs clearances and compliance approvals.

The Customer represents that neither it nor its owners, directors, officers, affiliates, consignees, end users, financing parties or involved intermediaries are sanctioned, denied, blocked, embargoed or owned or controlled by sanctioned persons.

The Customer shall not sell, export, re-export, transfer, broker, make available, install or use goods, software, technology or documentation supplied by WTG in violation of sanctions or export controls, including for prohibited military, nuclear, chemical, biological, missile, UAV, sanctioned aviation, Russian, Belarusian, embargoed or otherwise restricted end uses.

Where legally required or requested by WTG, the Customer shall include and enforce an effective no-reexport/no-transfer clause in downstream contracts and shall obtain equivalent commitments from its customers, consignees and end users.

The Customer shall provide accurate end-use, end-user, destination, aircraft, operator, consignee, routing, ownership and licence information upon request and shall immediately notify WTG of any change.

WTG may suspend, refuse or terminate performance without liability if a transaction raises compliance concerns. The Customer shall indemnify WTG for losses, penalties, seizure, storage, demurrage, legal costs, investigation costs or claims arising from the Customer's breach of this clause.

## **9. Warranty, Returns and Exclusions**

Unless a different warranty is expressly stated on WTG's invoice or order confirmation, factory-new goods carry only the transferable manufacturer warranty, overhauled goods carry a six-month warranty from delivery, and serviceable or repaired goods carry a three-month warranty from delivery.

Used, as-removed, surplus, consignment, exchange cores, BER, scrap, shelf-life-expired or expressly non-warranted goods are sold as described and without warranty to the maximum extent permitted by law.

Any warranty claim must be notified in writing during the warranty period and within ten (10) calendar days after failure, with a detailed defect report, operating history, installation/removal data, photos where relevant and all original documents. The item must be returned under RMA, freight prepaid unless otherwise agreed.

WTG's sole warranty obligation is, at its option, repair, replacement, credit or refund of the affected item.

Warranty is excluded where defects result from improper storage, transport, installation, handling, maintenance, operation, accident, incident, misuse, modification, contamination, normal wear, foreign object damage, expired life or shelf life, unauthorised repair, missing documents or non-payment by the Customer.

No warranty is given that a part is suitable for a particular aircraft, engine, lease return, maintenance programme, jurisdiction, operator, authority, airworthiness requirement or end use unless expressly confirmed in writing by WTG.

To the maximum extent permitted by law, all implied warranties, including merchantability, fitness for a particular purpose, non-infringement and continued airworthiness, are excluded unless mandatory law provides otherwise.

## **10. Liability, Indemnity and Insurance**

WTG is liable without limitation for intent, gross negligence, injury to life, body or health, and any liability that cannot legally be excluded or limited under applicable law.

For slight negligence, WTG is liable only for breach of material contractual obligations and only for foreseeable, contract-typical direct damages.

To the maximum extent permitted by law, WTG shall not be liable for loss of profit, loss of revenue, loss of use, aircraft-on-ground costs, business interruption, replacement aircraft, crew or passenger costs, financing costs, loss of goodwill, penalties, liquidated damages, indirect, special, incidental or consequential damages.

Except where legally prohibited, WTG's aggregate liability arising out of or in connection with a transaction shall not exceed the net price paid to WTG for the specific item or service giving rise to the claim.

The Customer shall indemnify and hold WTG harmless against third-party claims, regulatory actions, customs or sanctions penalties, product misuse claims, installation claims, documentation misuse, aircraft operation claims, personal injury or property damage to the extent caused by the Customer, its customers, end users, carriers, repairers, installers, maintenance organisations or any party other than WTG.

The Customer shall maintain adequate aviation product liability, general liability, cargo, transport and business insurance appropriate to its activities and the nature of the products handled.

## **11. Confidentiality, Data Protection and Records**

Commercial terms, prices, supplier and customer data, availability information, technical information, documents, traceability records and compliance information exchanged with WTG are confidential and may not be disclosed except to professional advisers, authorities, carriers, insurers, repair stations, suppliers, customers, end users or other parties where necessary for the transaction or required by law.

WTG may process business contact data, quote information, transaction data, compliance information and logistics data for contract performance, compliance screening, accounting, customs, logistics, recordkeeping and legal purposes. Further information is provided in WTG's Privacy Policy available on the website.

Business correspondence, orders, invoices, commercial records and accounting documents may be retained in accordance with applicable German legal retention obligations and legitimate business needs.

## **12. Force Majeure**

WTG is not liable for delay or non-performance caused by force majeure or events beyond reasonable control, including supplier default, transport disruption, customs delay, war, terrorism, sanctions, export restrictions, government action, epidemic, cyberattack, labour dispute, fire, natural disaster, shortage of materials, aviation authority action, closure of airports or ports, or disruption affecting repair facilities, manufacturers, carriers or logistics providers.

Performance periods are extended for the duration of the impediment. If the impediment continues materially or makes performance commercially unreasonable, WTG may withdraw from the affected contract without liability, subject to mandatory law.

## **13. Notices and Electronic Communications**

Notices must be in writing by email, courier or registered post to the business addresses or email addresses last notified by the parties.

Email notices are effective when sent unless a delivery failure notice is received. Orders, approvals, confirmations, amendments, compliance statements, end-use confirmations and other communications transmitted by email or electronic form may constitute written communications for purposes of these Terms.

The Customer is responsible for ensuring that communications from WTG are not blocked by spam filters or internal email rules.

## **14. Governing Law, Jurisdiction and Final Provisions**

These Terms and all contracts with WTG are governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules.

The exclusive place of jurisdiction for merchants, legal entities under public law and special funds under public law shall be the court competent for WTG's registered office. WTG remains entitled to sue the Customer at the Customer's place of business or any other competent court.

Assignments by the Customer require WTG's prior written consent. WTG may assign receivables or subcontract logistics, inspection, repair, certification and support services.

If any provision is invalid, unenforceable or incomplete, the remaining provisions remain effective. The invalid or incomplete provision shall be replaced, to the extent legally permissible, by a valid provision that comes closest to the commercial purpose of the original provision.

The English version applies to international business communications unless a separate German version is expressly agreed as controlling. For use in Germany, WTG may prepare a German-language version for legal consistency and local publication.