

1. DEFINITIONS

- 1.1 **“Back-to-Birth Traceability Paperwork”**: means an unbroken chain of records demonstrating the complete history of a life-limited part from manufacture through all installations, removals, maintenance, repairs, overhauls, and operational use. Supporting documents may include AIR/ARL records, new part certificates, first-installation evidence, RTS certificates, shop reports, LLP lists, MTS records, Folio 12 records, NIS declarations, and any other documentation required to substantiate the part's life and traceability.
- 1.2 **“BER”**: means a Part that is deemed Beyond Economical Repair.
- 1.3 **“BER Price”**: means the value displayed in the Marketplace offer.
- 1.4 **“BTC”**: means these Buyer Terms and Conditions.
- 1.5 **“Buyer”**: means any party entering into a transaction with STRADE for the Exchange, purchase, loan and any associated Services of any Part.
- 1.6 **“Contract”**: means the agreement between STRADE and Buyer for the supply of Parts and/or Services, comprising the accepted order, these BTC, and any documents incorporated by reference therein, and formed in accordance with clause 6.
- 1.7 **“Core Unit”**: means the corresponding Part sent to STRADE in an Exchange transaction, regardless of whether such Part is serviceable or unserviceable.
- 1.8 **“DOM”**: means date of manufacture.
- 1.9 **“Exchange”**: means any Part available for exchange transaction where STRADE provides the Buyer with a Replacement Part in exchange for a Core Unit from the Buyer.
- 1.10 **“Exchange Plus Cost”**: means an Exchange offered for a fee stated in the Marketplace offer that includes the exchange service only, with any inspection, testing, repair, overhaul, recertification and other work on the Core Unit charged separately.
- 1.11 **“Exchange Price”**: means the price payable by the Buyer to STRADE for a Replacement Part supplied under an Exchange.
- 1.12 **“Flat Rate Exchange”**: means an Exchange offered for a fixed fee stated in the Marketplace offer, which includes the Exchange service and the Normal In-scope Repair necessary to restore the Core Unit to the standard specified in STRADE's offer or, if no such standard is specified, to the same standard as the Replacement Part.
- 1.13 **“Force Majeure”**: means an occurrence beyond the control and without fault or negligence of the party affected and which the party cannot prevent or provide against by exercising reasonable diligence. It includes act of God or public enemy, expropriation or confiscation of facilities, any form of Government intervention, hostilities, rebellion, terrorist activity, local, national or regional emergency, sabotage, riots, floods, unusually severe weather conditions which could not reasonably be anticipated, fires, explosions or other catastrophes, strikes or any other concerted act of workmen or other similar occurrences in each case outside of the affected party's sphere of influence.
- 1.14 **“Loan”** means the temporary provision of a Part by STRADE to the Buyer against payment of the loan charges.
- 1.15 **“Login Data”**: means the relevant login credentials inside the Marketplace as ascribed in clause 3.2.
- 1.16 **“Managed Repair Service”**: means a Service whereby STRADE coordinates, administers and manages the inspection, testing, repair, overhaul, modification, recertification, logistics and related activities for a Part through one or more approved subcontractors or repair stations, acting as the Buyer's service provider without itself performing all maintenance work.
- 1.17 **“Marketplace”**: shall mean STRADE's online trading platform <https://marketplace.strade.aero/>.
- 1.18 **“Normal In-Scope Repair”**: means the repair work covered by STRADE's offer or applicable Flat Rate Exchange scope to the exclusion of all findings, works, parts, costs and conditions listed in clause 9.
- 1.19 **“Outright Sale”**: means the permanent transfer of full title of a Part made available by STRADE for purchase on an outright sale basis against payment of the purchase price.
- 1.20 **“Parties”**: means STRADE and Buyer.
- 1.21 **“Party”** means STRADE or Buyer, as the case may be and the context requires.
- 1.22 **“Part(s)”**: any aircraft component, including, without limitation, components, consumables, expendables, modules, and assemblies, whether new, serviceable, or unserviceable, identified by part number and, if applicable, serial number.
- 1.23 **“Personnel”**: means any employee, representative, consultant, agent, contractor of other personnel of the respective Party.
- 1.24 **“Personnel Data”**: means any personal data, including but not limited to names, functions, business units, contact details or communication data.
- 1.25 **“PO”**: means any purchase order, Loan order, Exchange order, repair order, or any other document issued by Buyer requesting STRADE's products and/or Services.
- 1.26 **“Replacement Part”**: means a serviceable Part available in the Marketplace for exchange transaction.
- 1.27 **“Sales Price”**: means, with respect to each Part, the outright sale price for such Part as specified in the Marketplace or in any other offer made by STRADE, determined on a per-Part basis.
- 1.28 **“Services”**: means any service provided by STRADE to the Buyer under the scope of and in accordance with these BTC.
- 1.29 **“STRADE”**: means STRADE Ltd., with its registered address at Flughofstrasse, 8302 Kloten, Switzerland.
- 1.30 **“STRADE Facility”**: means any STRADE logistics facility designated by STRADE.
- 1.31 **“Taxes”**: means taxes, excises, duties including customs duties, stamp duties, fees, commissions and/or equivalent charges of any kind other than VAT.
- 1.32 **“VAT”**: means value added tax and any other similar sales, services, goods, purchase or turnover tax or duty levied by any way by any competent authority. The VAT treatment shall be determined pursuant to the VAT law of the jurisdiction where a taxable transaction for VAT purposes is deemed to take place.

- 2. SCOPE OF THESE BTC**
- 2.1 These BTC will govern any transaction between STRADE and Buyer for purchasing or exchange of a Part, a Service or a Loan through the Marketplace or any other STRADE's commercial channel.
- 2.2 These BTC prevail over any other standard terms of business of the Buyer, including any terms attached to, printed on, referenced in or otherwise submitted with any purchase order or other Buyer document. Any conflicting terms in any Buyer document provided to STRADE at any time are null and void. These BTC shall not be amended unless both Parties do so in writing.
- 3. BUYER REGISTRATION**
- 3.1 Any Buyer wishing to buy Parts through the Marketplace and STRADE commercial channels must successfully complete STRADE's due diligence process and obtain STRADE's approval. The Buyer shall provide all information and documentation reasonably requested by STRADE and shall promptly notify STRADE of any changes to ensure that such information remains complete, accurate and up to date. Buyer's registration is a prerequisite for STRADE's approval, at its reasonable discretion, of the Buyer's participation in the Marketplace or any STRADE commercial activity. Upon approval, STRADE will grant the Buyer access to the Marketplace as a registered user.
- 3.2 As part of the registration process, the Buyer will have to create its Login Data. A Buyer can have several users accessing the Marketplace; any such user will have its own Login Data. Buyer must ensure that the Login Data is kept safe and confidential at all times. Buyer acknowledges and accepts that any misuse of the Login Data will be at the Buyer's own risk and STRADE does not bear any responsibility for any such misuse.
- 4. STANDARDS OF SERVICES**
- 4.1 The Services shall be performed in accordance with ASA-100 and EN/AN9120 and/or EASA Part 145 standards.
- 5. DOCUMENTATION**
- 5.1 The Buyer shall supply at its cost all technical documentation necessary for performing the Services, including but not limited to Back-to-Birth Traceability Paperwork, when applicable.
- 5.2 Each Party retains all rights to technical documents provided under the Contract. The receiving Party shall use such documents only for the purposes for which they were provided and may disclose them only to those affiliates, consultants, repair shops, suppliers, subcontractors, and other service providers who have a legitimate need to know for the performance of the Contract and who are bound by appropriate confidentiality obligations.
- 5.3 By delivering a Part to STRADE, the Buyer confirms that any of the Parts were not maintained under other than the civil aviation regulations requirements (e.g. military) and have not been involved in any major incident or accident (as defined by ICAO), nor has it been subjected to severe stress, heat, fire damage, immersed in salt water or otherwise exposed to corrosive agents outside normal operation. Upon STRADE's request, the Buyer shall deliver such statement on individual Part serial number level.
- 5.4 STRADE does not accept military and government traceability.
- 6. ORDER PROCESS**
- 6.1 Any Buyer that wishes to place an order for a Part or Service by using the Marketplace must identify itself by entering with its Login Data.
- 6.2 To place an order through the Marketplace, the Buyer shall follow the relevant onscreen prompts and, in addition, accept these BTC by clicking the relevant online confirmation of acceptance icon.
- 6.3 The Marketplace order process allows the Buyer to check and correct any errors before submitting the order to STRADE. The Buyer is responsible for ensuring that the order is complete and accurate.
- 6.4 After having placed an order through Marketplace, the Buyer will receive an email message and an online message through the STRADE Marketplace from STRADE acknowledging receipt of the order. The Buyer acknowledges and accepts that STRADE's acknowledgment of receipt of the order does not mean that the Buyer's order has been accepted. Acceptance of the order will follow the rules set out hereinbelow.
- 6.5 In the event order is placed outside the Marketplace, it is understood that any quotation or offer issued by STRADE that does not contain an acceptance period shall not be binding. A Contract shall be deemed to have been concluded when the Buyer acknowledges in writing acceptance of STRADE's offer or when Buyer submits a purchase order incorporating BTC by reference and STRADE accepts such PO.
- 6.6 For the sake of clarity, also if order is placed outside the Marketplace, these BTC apply.
- 6.7 After having confirmed receipt of the Buyer's order, STRADE will conduct relevant checks, including, without limitation, availability of requested Part(s), export control and credit limit (if available).
- 6.8 If and when the aforementioned checks are satisfactory to STRADE, STRADE will submit to the Buyer a confirmation of acceptance of the order by email or through the STRADE Marketplace. A Contract shall be deemed to have been concluded upon acceptance of the order by STRADE through Marketplace. Simultaneously with or after sending the acceptance of the order, STRADE will send the invoice to the Buyer for payment by the Buyer in accordance with the terms set out in clause 21.
- 6.9 If STRADE does not accept the order for any reason, STRADE will inform the Buyer of this by email or through the STRADE Marketplace and will not process the order.
- 6.10 STRADE shall not be under any obligation to accept an order or perform any Services that have not been agreed in accordance with this clause.
- 7. SALE**
- 7.1 The Buyer may place an order for the purchase of a Part(s) and/or Services through the STRADE Marketplace or through any other online or offline means mutually agreed between the parties.
- 8. EXCHANGE**
- 8.1 STRADE may, at its sole discretion, offer an Exchange through either
- a) A Flat Rate Exchange fee, or,
- b) Exchange Plus Cost fee;
- 8.2 The Flat Rate Exchange does not include any costs, work, findings or charges outside the Normal In-Scope Repair of the Core Unit.
- 9. CORE UNIT TERMS**
- 9.1 To the extent not expressly included in STRADE's offer, or in the case of a Flat Rate Exchange, covered by the Normal In-Scope Repair, STRADE shall charge the Buyer additionally for any out-of-standard repair/overhaul scope costs, including without

limitation any costs resulting from: (a) abnormal damage, accident, incident, misuse, improper handling, improper storage, corrosion, water, fire or heat damage, foreign object damage, previous disassembly, missing parts or incomplete configuration; (b) unauthorized repairs, non-OEM modifications, PMA parts, DOA/DER repairs or any other repair, modification or configuration not acceptable to STRADE; (c) repair, overhaul, modification, replacement parts, material, labour, inspection, test or recertification work exceeding the Normal In-scope Repair agreed of the Flat Rate Exchange fee; (d) missing, incomplete, incorrect or unacceptable documentation, traceability, release certificates, non-incident statements, reason for removal, shop visit reports, Back-to-Birth Traceability Paperwork, life-limited part records or any other documentation required under this clause; (e) life depreciation fees, condition differentiation fees, freight, customs, handling, evaluation, storage, late return fees or any other charges applicable under this clause; and (f) any other cost excluded in the offer or reasonably determined by STRADE, based on inspection, test, shop findings, repair quotation or other reasonable technical assessment, to be outside the Normal In-Scope Repair or overhaul.

9.2 STRADE retains the right to inspect, test and assess the Core Unit and its documentation in accordance with this clause 9. The Core Unit shall only be deemed accepted once STRADE has received and accepted both the Core Unit and all required documentation. If the Core Unit documentation does not meet STRADE's requirements, STRADE may return the Core Unit at the Buyer's expense and has the right to charge any applicable late fees as provided in clause 9.12, convert the transaction to an Outright Sale and invoice Buyer the BER Price.

9.3 If the Core Unit is returned in a serviceable condition, the Buyer shall deliver such Core Unit with a dual release tag (FAA and EASA and additional releases equivalent to the Replacement Part) not older than 180 days accompanied by the required documentation including but not limited to (a) the shop visit report, (b) non-incident statement from the last operator, (c) ATA 106 form issued by the direct Buyer/supplier, (d) complete traceability documentation linking the Part through each entity involved in the exchange chain up to receipt by STRADE (to evidence full trace on material flow) and (e) Back-to-Birth Traceability Paperwork (including times & cycles) if requested by STRADE. The Core Unit shall have a warranty of at least same warranty as the Replacement Part of the relevant Exchange transaction if it has been overhauled or if it is new. The warranty period will commence on the date of delivery to STRADE. The warranty shall cover the Core Unit to be free from defects in workmanship, material and design and be fit for the intended purpose. The Core Unit shall only be maintained and re-certified by the OEM or a maintenance organization approved by STRADE. The list of STRADE's approved repair stations is available upon request.

9.4 If the Core Unit is returned (a) in unserviceable condition, (b) without EASA and FAA release certificate and releases equivalent to the Replacement Part and/or (c) if the Buyer does not provide the historical data and documentation as requested within the period agreed, STRADE or its subcontractors shall inspect, test and perform routine maintenance including repair, overhaul and/or modification of the Core Unit at Buyer's expense (including, without limitation, handling and freight charges, if any) in order to achieve the same standard as the Replacement Part initially supplied by STRADE. In all cases, the Core Unit must be accompanied at least by the following: (a) non-incident statement from the last operator, (b) ATA 106 form issued by the direct Buyer/supplier, (c) complete traceability documentation linking the Part

through each entity involved in the exchange chain up to receipt by STRADE (to evidence full trace on material flow), (d) Back-to-Birth Traceability Paperwork (including times & cycles) if requested by STRADE and (e) reason for removal (unserviceable airline tags).

9.5 If the Core Unit received from the Buyer is either not repairable or is deemed to be in a BER condition, STRADE may charge the Buyer the following:

- For Flat Rate Exchange, the applicable BER Price minus the repair portion of the Flat Rate Exchange fee already paid by the Buyer. The BER Price specified in the applicable offer shall remain valid throughout the transaction period; or,
- For Exchange Plus Cost, the BER Price as stated in the Contract and, without limitation, handling and freight charges, if any. The BER Price stated in the Contract shall be valid for 30 days only. Thereafter the BER Price may be subject to increase depending on market availability as indicated by STRADE on a case-by-case basis.

9.6 If the Core Unit is determined to be BER, all costs associated with inspection, receipt assessment and investigation ("RAI"), and scrap processing will be charged to the Buyer in addition to the BER Price. Buyer shall be responsible for all applicable handling, freight, evaluation, storage, customs, documentation-related, late return and other charges. STRADE may, at its sole discretion, permit the Buyer to provide an alternative acceptable Part instead of paying the BER Price, provided that such Part complies with the requirements of this clause 9 and is delivered within the period specified by STRADE.

9.7 The Core Unit shall be identical ("like for like"), including warranty terms (e.g. OEM warranty or remaining warranty after repair or overhaul), with the Replacement Part and be in same or better condition than the Replacement Part with an equal or higher modification standard, have a full traceable history, be of same age and lifetime limitations, with OEM certification when Replacement Part is OEM certified, be free of PMA parts and DOA/DER repairs (non-OEM licensed manufactures), unless otherwise agreed between the Parties, and be of a modification standard that is acceptable to STRADE. In case the conditions are not met as determined by STRADE at its reasonable discretion, STRADE may (a) reject the returned Core Unit and convert the Exchange transaction into a sale or (b) have the Core Unit overhauled at Buyer's expense (including, without limitation, handling and freight charges, if any) or (c) apply a depreciated condition differentiation fee according to the following table:

Core Unit Re- place- ment Part	NEW	OVHLD	REP or Test/Insp
NEW	-	30% CCP	40% CCP
OVHLD	-	-	10% CCP
REP or Test/Insp	-	-	-

Note: CCP = Current Catalogue Price

or (d) return the Core Unit to the Buyer; in case Buyer does not collect such rejected Core Unit within 10 days, STRADE reserves the right to ship such Core Unit with its preferred freight forwarder at actual cost with a markup of 10%. In case of conversion to sale, the original Exchange Price as well as

- late fees as provided for in clause 9.12 shall apply. Notwithstanding the foregoing, for any Part subject to a manufacturer's life limitation clause 9.8 shall apply.
- 9.8 If the Core Unit is subject to a manufacturer's life limitation, the Buyer shall provide a Core Unit with an equal or newer DOM than the Replacement Part supplied by STRADE. For any Core Unit not fulfilling the aforementioned requirement, the Buyer shall be charged a life depreciation fee.
- 9.9 The life depreciation fee shall be equal to the difference in age, expressed in months, between the Replacement Part and the Core Unit, multiplied by the monthly straight-line depreciation amount calculated on the basis of 100% of the current CCP. The life depreciation fee will be charged in addition to any other charges that apply to the Exchange. Upon mutual agreement, the Buyer may return an alternative Part, instead of paying the life depreciation fee, provided that such alternative Part is interchangeable and fulfils the requirement of this clause to the extent applicable. Notwithstanding the foregoing, STRADE will not accept any life limited Part with a life remaining of less than 20%.
- 9.10 Title to the Core Unit shall transfer to STRADE when the Core Unit is delivered and accepted by STRADE as set out in clause 9.2, if STRADE does not accept Core Unit, title remains with the Buyer. Title to the Replacement Part shall transfer to the Buyer when (a) the Core Unit has been delivered to and accepted by STRADE and (b) when STRADE has been paid in full for the exchange. Any Part exchanged under the provisions of these BTC shall be free of encumbrances or liens. For the avoidance of doubt, in case a Core Unit is not accepted by STRADE, the Buyer shall pay late fees as per clause 9.12.
- 9.11 If a Replacement Part is returned unused, the Exchange Fees shall apply and the Buyer shall return such unused Replacement Part with the original documentation and a written confirmation (non-usage statement) that the Replacement Part has not been installed on an aircraft. STRADE may, at its sole discretion, perform a bench test on subject Replacement Part and the expenses shall be borne by the Buyer.
- 9.12 If the Buyer does not return the Core Unit within (a) 21 days in in unserviceable condition or unused as described in clause 9.11, or (b) 30 days in case of a serviceable unit after delivery of Replacement Part, STRADE will apply a late return fee that is equivalent to the following:
- Six percent (6%) of the BER Price stated in the offer for Flat Rate Exchange transactions; or,
 - Exchange Price for Exchange Plus Cost transaction.
- 9.13 The late fee shall be invoiced after the initial period of 21 days or 30 days, as applicable, has lapsed and after a grace period of 15 days to return the Core Unit. Thereafter, STRADE shall charge the late fee recurrently for periods of 15 days, however after the late fee has been charged three times, STRADE may, at its sole discretion, convert the Exchange into an Outright Sale and charge the BER Price (as stated in the Contract) as well as the Exchange Price and all already issued late fees in addition. Any return of a Core Unit shall only be completed when STRADE has received and accepted the Core Unit and the requested documentation has been received. For the sake of clarity, late fees will apply until the Core Unit has been accepted by STRADE in accordance with the above. For Exchange Plus Cost, the BER Price stated in the offer shall be valid for 30 days only, therefore the BER Price may be subject to increase depending on fair market value as indicated by STRADE on a case-by-case basis. For Flat Rate Exchange the BER Price specified in the applicable offer shall remain valid throughout the transaction period.
- 9.14 In exceptional cases where the turnaround time for the repair of a Core Unit exceeds 365 calendar days from the date of receipt by the Repair Facility, and the Repair Facility is unable to provide a confirmed estimated redelivery date, STRADE reserves the right to convert the exchange transaction into an Outright Sale. This conversion may be initiated if:
- The vendor has not completed the repair in 365 days;
 - No reliable estimated redelivery date is available despite repeated follow-ups; and
 - The Buyer has been informed and provided with supporting documentation regarding the delay.
- 9.15 In such cases, STRADE may invoice the Buyer for the Sales Price of the Replacement Part, as stated in the original offer or as updated based on fair market value.
- 10. LOAN**
- 10.1 The loan period shall commence upon delivery of the Part by STRADE. The loan period shall terminate on re-delivery of the Part in serviceable or unserviceable condition to STRADE. STRADE shall invoice the loan at the end of each period of 30 days starting at commencement of the loan period. If the loan or the remaining loan period is shorter than 30 days, STRADE will issue respective invoices on a pro-rata per day basis.
- 10.2 Title to the loaned Part shall remain vested in STRADE or a third party owner, as applicable, at all times. The Buyer may not subloan or otherwise make available a loaned Part to any third party without the prior written approval of STRADE.
- 10.3 Any loaned Parts returned to STRADE in a serviceable condition shall be accompanied by a release to service (airworthiness) certificate issued by the OEM or a maintenance supplier approved by STRADE. The list of STRADE's approved repair stations is available upon request. All costs relating to bringing the loaned Part to a serviceable condition shall be borne by the Buyer.
- 10.4 If the loaned Part is returned to STRADE in unserviceable condition, without an airworthiness certificate attached, with incorrect paperwork or without data on number of operating hours or cycles, the Buyer shall pay all charges in respect of test, repair and any other maintenance service to return the Part to the standard it was supplied at commencement of the Loan. STRADE may apply loan charges at the agreed rates until hours and cycles have been reported where applicable, the Part has been re-certified and returned to the designated storage location.
- 10.5 The Buyer shall not return a different Part as an alternative to that loaned Part in order to terminate the Loan, except with the prior written approval of STRADE. Any such alternative Part shall be identical to, have a full traceable history, be of a same or better condition and age to that of the loaned Part and be free of any lien or encumbrance. STRADE may reject the returned Part and the Loan will not terminate until receipt of an acceptable Part.
- 10.6 If a loaned Part is either not returned on the agreed date or is lost or damaged beyond economical repair, as determined by STRADE, the Loan may, at the sole option of STRADE, be converted to an Outright Sale and the Buyer shall be invoiced for the Sales Price (as stated in the offer) in addition to any costs, charges or fees already incurred, including loan charges. The Sales Price stated in the offer shall be valid for 30 days only. Thereafter the Sales Price may be subject to increase depending on fair market value as indicated by STRADE on a case-by-case basis.
- 10.7 In case a loaned Part is returned unused, the minimum charge or the daily loan rate per day of non-availability of the Part at STRADE shall apply, whichever is higher. The Buyer shall

return such unused Part with the original documentation and a written confirmation (non-usage statement) that the Part has not been installed on an aircraft. STRADE may perform a bench test on the unused and returned Part and the expenses thereof shall be borne by the Buyer.

11. MANAGED REPAIR SERVICE

- 11.1 STRADE may provide a Managed Repair Service upon Buyer's request and subject to STRADE's acceptance of the applicable repair order, purchase order or offer.
- 11.2 Under the Managed Repair Service, Buyer shall deliver, or cause to be delivered, the Part together with the applicable repair order, defined work scope and all available technical documentation required for the performance of the Services.
- 11.3 STRADE will subcontract all the Services to an appropriately approved maintenance organization, repair station, OEM or other qualified service provider selected by STRADE.
- 11.4 The applicable repair facility may inspect, test and perform such maintenance, repair, overhaul, modification, recertification or other Services as may be required by the agreed work scope, applicable airworthiness requirements and/or shop findings.
- 11.5 If the Part is determined to be BER, STRADE shall notify Buyer and provide the applicable findings and supporting documentation. In such case, STRADE shall return the Part, arrange for its disposal, or otherwise proceed in accordance with Buyer's instructions, at Buyer's cost.
- 11.6 Upon completion of the Services, the Part shall be returned to Buyer in accordance with the Delivery and Redelivery provisions stated in clause 12.
- 11.7 Buyer shall pay all costs associated with the Managed Repair Service in accordance with STRADE's offer and clause 19.

12. DELIVERY AND REDELIVERY

- 12.1 Delivery of a Part by STRADE is subject to STRADE having received payment of the invoiced amount, unless the Buyer is eligible for a credit line and the invoiced amount is within such credit line. The relevant terms of payment are set out in clause 21.
- 12.2 The Buyer at its risk will deliver or cause to be delivered the Part **DAP** (Incoterms 2020) to a STRADE Facility or to a delivery location designated by STRADE and will accept or cause to be accepted the Part **FCA** (Incoterms 2020) at delivery location designated by STRADE, unless STRADE, at its sole discretion and depending on the specific transaction, determines the application of an alternative Incoterm.
- 12.3 In case Buyer ships to a different STRADE Facility not agreed to between the parties, STRADE will forward the Part to the designated STRADE Facility at Buyer's cost.
- 12.4 On all deliveries to and from the Buyer, the Buyer shall be importer and exporter of record at any destination other than at the STRADE Facility.
- 12.5 Any delivery that includes one or more Part that is deemed hazardous material, and which requires specific hazardous packing and/or a dangerous goods declaration to be issued prior to shipment, will be subject to a hazardous material fee.
- 12.6 The Buyer shall ensure that all Parts are properly packed and secured in accordance with ATA 300 specifications. In case the shipping containers cannot be used by STRADE for the redelivery, Buyer shall bear the costs for new shipping containers and will be invoiced accordingly.
- 12.7 After delivery, Buyer shall confirm receipt of the Part by electronic means. If the Buyer does not notify STRADE of any non-receipt, damage or discrepancy within seven (7) days

after delivery or proof of delivery, the Part shall be deemed received and accepted. Electronic receipt confirmations and related system records shall constitute relevant records for the purposes of this clause.

13. CANCELLATION AND FAILURE TO COLLECT

- 13.1 Cancellation by Buyer
 - 13.1.1 Subject to STRADE's prior written approval (incl. e-mail), the Buyer may cancel a Contract within seven (7) days after the Part has been made available for collection. The following cancellation charges shall apply:
 - a) Outright Sale: twenty percent (20%) of the Sales Price;
 - b) Exchange: minimum fee of USD 250 together with any costs and expenses incurred in connection with the transaction; or
 - c) Loan: the applicable minimum charge together with any costs and expenses incurred in connection with the transaction.
 - 13.1.2 If the Buyer fails to collect the Part within seven (7) days after STRADE has notified the Buyer that the Part is ready for collection, STRADE may, at its sole discretion, deem such failure to constitute a cancellation by the Buyer, in which case the above charges shall apply.
- 13.2 No cancellation will be accepted later than seven (7) days after the Part has been made available for collection.
 - 13.2.1 Cancellation by STRADE
 - 13.2.2 STRADE may cancel a Contract, in whole or in part, by written notice to the Buyer if circumstances arise that prevent or materially affect STRADE's ability to perform the Contract. In such event, neither Party shall have any further liability to the other arising from such cancellation, except for obligations accrued prior to the effective date of cancellation.

14. DANGEROUS GOODS

- 14.1 Transportation of all dangerous goods ("DG") shall be made in accordance with the current International Airline Transport Association ("IATA") regulations, the European agreement concerning the International Carriage of Dangerous Goods by Road ("ADR") and/or the Regulations concerning the International Carriage of Dangerous Goods by Rail ("RID").
- 14.2 A declaration for all DG goods shall be made and signed by the Party sending the DG.
- 14.3 If inspection reveals violations that can challenge the security or safety of the unloading of the goods, such goods may only be unloaded after consultation with STRADE and in accordance with instructions given by STRADE.
- 14.4 Load securing of dispatched goods shall prevent movement of such goods during transport and leakage of DG resulting from such movement.
- 14.5 If, after unloading goods from a vehicle, it is established that part of the dangerous contents leaked, the vehicle must be cleaned in accordance with applicable laws and regulations. Any costs associated with such event shall be borne by the Buyer.
- 14.6 The Buyer shall indemnify and hold STRADE harmless from and against any liabilities, claims, demands, losses, costs (including legal costs) or expenses arising from, relating to or in connection with the non-compliance of DG regulations on the part of the Buyer.

15. WARRANTY FOR MAINTENANCE, REPAIR AND OVERHAUL SERVICES

- 15.1 STRADE will offer applicable warranty for Managed Repair Services on a case-by-case basis in the STRADE offer.
- 15.2 STRADE shall assign to the Buyer (to the extent possible and at the Buyer's cost) any warranties it receives from manufacturers and suppliers of Parts and material.
- 15.3 Parts repaired under warranty shall not be subject to any predefined TAT for such service, and STRADE shall not provide free of charge replacement Parts during the warranty repair period.
- 16. WARRANTY FOR SALE, LOAN AND EXCHANGE**
- 16.1 STRADE warrants that any Part supplied by STRADE pursuant to an Exchange, Loan or Outright Sale transaction is free from defects in material and workmanship for the period specified for such Part in the Contract starting from the date of delivery of the Part. Any Part that (a) is not new nor repaired but has only been inspected and tested (b) has been individually sourced from a third party on Buyer's specific order or (c) regardless of its condition, has paperwork that is older than 18 months, will be delivered with a 90-day warranty. Unserviceable Parts are sold as-is, where-is basis, without any warranty. Consumable and Expendable material's warranty coverage shall be determined on a case-by-case basis, with further details provided in the respective Marketplace listing or made available upon request.
- 16.2 In the event of an Exchange, the Buyer shall provide warranty for the Core Unit that is at least equal to the warranty provided by STRADE for the Replacement Part in clause 16.1.
- 17. WARRANTY ADMINISTRATION**
- 17.1 If a Part fails during the applicable warranty period due to a defect which qualifies for warranty, STRADE shall at its discretion and as full and final satisfaction of any liability for such defect (a) rectify the defect free of charge, (b) replace the defective Part with a serviceable equivalent Part on basis of exchange, (c) offer a refund or (d) assign to the Buyer any warranties (or the proceeds thereof) STRADE has received from the manufacturer or supplier of the Part.
- 17.2 The warranties provided in clauses 15 and 16 are in lieu of and the Buyer waives all other warranties, obligations and liabilities (express or implied) of STRADE arising by law or otherwise with respect to or relating to the work performed and/or material supplied and/or Services rendered by STRADE, for losses in respect of the Part or any of its parts or Parts or for the loss of the use, revenue or profit or for any other direct, incidental or consequential losses.
- 17.3 No warranty or protection is provided if the Buyer or a third party performs modifications or repairs without STRADE's written consent. Any dismantling or attempt to dismantle a Part by the Buyer or a third party unless approved by STRADE will void any warranty.
- 17.4 The Buyer shall report any defect in writing to STRADE as soon as practical and in any event within fourteen (14) days after the Buyer becomes aware of the defect. STRADE will instruct the Buyer of next steps on a case-by-case basis. In case STRADE requests the Part to be returned to STRADE, such Part shall be returned including all required documentation (e.g. reason for removal, failure report, aircraft registration). Buyer shall return the Part to STRADE within thirty (30) days after STRADE issues a Return Material Authorization ("RMA") for such Part. The Buyer shall bear all risks of loss or damage, as well as transportation charges and any expenses related to the shipment of Part under warranty claims.
- 17.5 This warranty does not apply to defects caused by normal wear and tear or if the Part is not operated, handled or stored by the Buyer in accordance with the manufacturer's intended purpose.
- 17.6 Where STRADE carries out Services under a warranty claim, STRADE warrants that such Services meet the warranty terms of clause 16, provided that the length of this future warranty shall not extend beyond the original warranty period.
- 17.7 No warranty period may exceed the mean time between removals of a Part as defined by the manufacturer. If the mean time between removals is less than the warranty period provided herein, then the mean time between removals shall apply for determination of the warranty period.
- 18. SUBCONTRACTING**
- 18.1 STRADE may subcontract Services to appropriately EASA-145 approved subcontractors at STRADE's discretion. Transportation charges from STRADE to the subcontractor both ways will be recharged to the Buyer plus a STRADE's handling fee.
- 18.2 Any subcontracted services will be charged to the Buyer on basis of the subcontractor's invoice plus a STRADE handling fee, if not quoted otherwise.
- 19. PRICES FOR MAINTENANCE**
- 19.1 If a fixed price has been agreed upon, such price does not include implementation of Service bulletins or airworthiness directives, replacement of missing parts, housings or racks, removal of non-approved repairs or materials, damage due to mishandling and/or non-observance of manufacturers' maintenance instructions or repair of foreign or internal object damage unless any of aforementioned services has expressly been agreed upon as included in the fixed price.
- 20. TAXES AND VAT**
- 20.1 All prices are exclusive of Taxes and VAT.
- 20.2 Taxes which are levied on all payment due to STRADE shall be borne by the Buyer.
- 20.3 If VAT is chargeable, the Buyer shall pay to STRADE an additional amount equal to the VAT, upon receipt of a VAT invoice.
- 20.4 All payments by the Buyer must be made in full, free and clear of and without any deduction or withholding for or on account of any Taxes or VAT, except to the extent that any such deduction or withholding is required by law, in effect at the time of payment. If the Buyer is required to withhold, it must:
- deduct the minimum amount as required by law;
 - pay the Tax on behalf of STRADE to the relevant taxing authority according to the law and obtain a receipt, where available, from the relevant taxing authority (or if no receipt is available a proof of payment must be presented instead) and forward such receipt (or proof of payment) to STRADE; and
 - increase the amount of the payment to be made to STRADE by such amount to leave STRADE, on an after-tax basis, in neither a worse nor a better position than if no such deduction or withholding had been required.
- 20.5 The Parties shall do all such lawful acts and things and sign all such lawful deeds and documents as either Party may reasonably request from the other Party to enable STRADE and the Buyer to benefit from any applicable legal provision or any double taxation treaties with the object of STRADE's enjoyment of full tax credit for amounts deducted or withheld by the Buyer pursuant to clause 20.4.
- 20.6 If STRADE is not able to fully enjoy the tax credit in its jurisdiction for amounts so deducted or withheld even after

STRADE completed the necessary procedures under any applicable legal provision or any double taxation treaties, the Buyer shall bear the differences between (i) amounts of deduction or withholding made and (ii) the actual amounts of tax credit which STRADE obtained in its jurisdiction.

21. TERMS OF PAYMENT

- 21.1 Unless stated otherwise in these BTC, prices and costs are invoiced upon performance of Services or part thereof and shall be paid by the Buyer in the invoiced currency.
- 21.2 If the Buyer is eligible for a credit line and the invoice is within such credit line the Buyer shall pay the invoice within 30 days of the date of the invoice, unless different payment terms are agreed between the Parties.
- 21.3 If the Buyer is not eligible for a credit line or if the amount of the invoice exceeds the credit line, STRADE reserves the right to require partial or complete payment in advance before completion of the Services or delivery of the Part.
- 21.4 The Buyer shall make all payments to STRADE by bank transfer to STRADE's account as stated in the corresponding invoice and according to the invoiced currency or to such other bank account as STRADE may from time to time notify to the Buyer. All payments shall be made in full without any deduction, defense, set-off, counterclaim, recoupment or other right of any kind or for any other circumstance.
- 21.5 All payments shall be made even if the Services are delayed or are impossible to complete for reasons beyond STRADE's control.
- 21.6 If the Buyer fails to make payment on the due date, the Buyer shall pay interest on the overdue amounts from the due date to the date of payment in full at a monthly rate of one (1%) percent. Payment of default interest shall not release the Buyer from paying the sums due under the terms of the contract.
- 21.7 If the Buyer shall pay the Service in advance in accordance with clause 21.3 and payment by the Buyer is overdue for more than 20 days, STRADE may withdraw from the Contract and request payment from the Buyer of a penalty in the amount of ten percent of the invoiced amount.
- 21.8 The Buyer shall report any discrepancies or disputes in writing to STRADE within thirty (30) days from the date of the relevant invoice. In case an invoice is only disputed in parts, the Buyer shall pay the undisputed part to the respective invoice within the applicable payment due date. Any invoice or part thereof not disputed within thirty (30) days shall be deemed accepted by the Buyer and payment shall be made as specified herein. Disputes reported thereafter shall be of no legal effect. The Parties shall negotiate in good faith to resolve invoice disputes within thirty (30) days. If such dispute is resolved in favor of STRADE, the Buyer shall pay the amount agreed including daily interest at the rate of one (1%) percent per month from the date the payment would have been due.
- 21.9 Subject to applicable law, STRADE has a general and a particular lien and the right to withhold any of the Buyer's property or goods in STRADE' possession until all monies payable to STRADE have been paid in full.

22. RISK OF DAMAGE AND LOSS

- 22.1 Risk of damage and loss shall pass from one Party to the other Party in accordance with the applicable Incoterm.

23. LIABILITY

- 23.1 STRADE shall be liable to the Buyer only for property damage caused by its personnel through gross negligence or willful

misconduct during the performance of the Services. In case of personal injury, the statutory liability shall apply.

- 23.2 STRADE shall not be liable to the Buyer for production shut down, loss of profit, loss of use, financial damages, economic, consequential or incidental losses and losses resulting due to STRADE' performance of Services.
- 23.3 STRADE shall not be liable and the Buyer agrees to indemnify and hold harmless STRADE against any losses which STRADE may sustain or incur or pay arising out any claim made by third parties relating to any of the Services or material provided by STRADE in connection with these unless such claim and/or losses are directly due to gross negligence or willful misconduct of STRADE.

24. INSURANCE

- 24.1 The Buyer shall insure the Part whilst held as a spare and/or in transit for its full value for all risks. In addition, both parties shall arrange insurance to support their respective obligations under clause 28 with a liability limit of not less than USD 750,000,000 and in accordance with standard industry practice. If required by STRADE, the Buyer will provide evidence of compliance with this clause by supplying an insurance certificate acceptable to STRADE.

25. FORCE MAJEURE

- 25.1 Save that all payments shall be made on time, no delay or failure to perform by either Party shall give rise to any claim for any losses including anticipated profits if caused by Force Majeure.
- 25.2 If any delay or failure in performance caused by Force Majeure continues for seven (7) days or more, either Party may terminate the contract by giving seven (7) days' notice in writing.

26. TRADE CONTROL REGULATIONS

- 26.1 The Parties agree to comply with Export Control Laws applicable to Items (defined as a part or service and includes its technical documentation, technology or know-how) provided under this BTC.
- 26.2 Export Control Laws shall mean laws, regulations and orders applicable to the export or re-export (including but not limited to international transfers, disclosure or release) of goods, software or technology or services and includes, without limitation, (i) US export controls administered under the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"); (ii) Switzerland's Federal Ordinance on the Control of Dual-Use Goods and of Specific Military Goods; (iii) The United Kingdom export controls administrated pursuant to Council Regulation (EC) No 428/2009; (iv) EU and EU Member State export controls administered pursuant to Regulation (EU) 2021/821 of the European Parliament and of the Council and the various national export control laws, regulations of EU Member States regulating dual-use and military items and related activities; and (v) similar export control laws, regulations and orders of other jurisdictions to the extent applicable to any activity conducted in furtherance of this BTC.
- 26.3 The Parties shall not (directly or indirectly) sell, transfer, or assign any Item received pursuant to this BTC to any sanctioned party or restricted end-user (as identified by the USA, Switzerland, the European Union, the United Kingdom or the United Nations), or to any territory or country subject to comprehensive international trade restrictions (currently Cuba, Iran, North Korea, Sudan, Syria, Russia, Belarus, the Crimea Region of Ukraine, the Donetsk and Luhansk regions of

- Ukraine, or the governments of those countries or regions) without prior applicable government authorization or license.
- 26.4 No Party may be required to take any action or perform any obligation under this BTC that, in its sole discretion, may be inconsistent with any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements relating to Export Control Laws.
- 26.5 Each Party shall provide reasonable assistance to obtain any applicable export license or authorization and shall provide information and data required to comply with relevant domestic and foreign trade rules and regulations on each invoice and shipping document and for each Item. This includes, inter alia; the export classification (ECCN), end user and end use information, Harmonized System (HS) tariff number, customs value and the country of origin (non-preferential). Where such information is not available, the Parties shall make available to each other sufficient information or data to allow for the determination of these elements. STRADE does not guarantee the issuance, continued validity or availability of any license or authorization and shall not be liable for any delays in issuing, cancellations of, or failures to renew or issue any license or authorization.
- 26.6 **No re-export to Russia and/or Belarus:**
- The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation and/or Republic of Belarus or for use in the Russian Federation and/or Republic of Belarus any goods supplied under or in connection with this BTC that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 14 of Swiss Ordinance 946.231.176.72. and Article 8g of Council Regulation (EU) No 2024/1865.
- The Buyer shall ensure that any third parties further down their respective commercial chain comply with the above prohibition with respect to the goods or technology supplied under or in connection with this BTC, including by possible resellers ("No Re-Export").
- Any violation of the above obligations shall constitute a breach of the Contract.
- The Buyer shall immediately inform STRADE about any problems in applying this clause (including any relevant activities by third parties that could frustrate the purpose of the No Re-Export) and possible non-compliance with the above provisions. Furthermore, the Buyer shall, by no later than two (2) weeks following STRADE request, make available to STRADE information concerning compliance with the obligations under International Trade Regulations clauses of this BTC.
- 26.7 Each party shall, with each delivery and on each invoice, provide all applicable information and data required by the other party to comply with all domestic and foreign trade rules, laws and regulations for the Parts, in particular, but not limited to:
- a copy of the relevant and required license, if applicable;
 - the export control classification number (ECCN);
 - the Harmonized System ("HS") commodity or tariff coding, as applicable;
 - the customs value; and
 - the country of origin, if applicable, the related declaration for preferential origin or preferential certificates.
- 26.8 Notwithstanding the provision of information in clause 26.7, either party shall provide the requesting party with any additional information required for the import, export or transportation of the Part.
27. **BUSINESS ETHICS**
- 27.1 Each Party warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors or employees of the other Party or any third party in a manner contrary to applicable laws, and will comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.
- 27.2 Each Party ensures fair labor conditions and will not tolerate or use child labor in any stage of its general activities other than in accordance with applicable laws and regulations.
- 27.3 Each Party will provide a safe and healthy workplace for all of its employees, is committed to environmental protection and will conduct its business in an environmentally sensitive way.
28. **MISCELLANEOUS**
- 28.1 *Order of Precedence:* These BTC shall apply to all Contracts and transactions between STRADE and the Buyer. Any deviation from these BTC shall only apply to the extent expressly agreed in writing by the Parties.
- 28.2 *Unenforceability:* If any term in the Contract or these BTC is ineffective, this shall not affect the validity of the remaining terms. The Parties agree to replace ineffective terms with new ones, which are consistent as far as possible with the economic objectives of the Contract and/or these BTC, as applicable.
- 28.3 *Confidentiality:* Information contained in the Marketplace, STRADE's offers and/or Contracts, including information from third parties, is intended for the exclusive use to the Buyer. Any distribution, copying, publicizing or other disclosure to third parties without prior written consent of STRADE is prohibited.
- 28.4 *Protection of Personal Data:* Each Party may have access to Personnel Data relating to the other Party's Personnel during performance of the Contract. The Parties agree that they act as independent controllers in relation with such Personnel Data unless expressly otherwise agreed in writing by the Parties. Personnel Data may only be processed in accordance with applicable law, by applying appropriate security measures (technical and organizational measures) and only to the extent required for the proper performance of the agreed services (e.g. order and payment processing, import/export management and general administrative purposes). Each party undertakes to inform its own Personnel about the processing of Personal Data by the other party, as and when required by applicable law. Additional details about STRADE's data processing are set out in STRADE' privacy guideline (see <https://strade.aero/privacy-guidelines/>).
- 28.5 *Safe-Keeping of Records:* Each Party shall keep all relevant records for at least ten years from the date of transaction and shall make them readily available to the other party upon written request.
- 28.6 *Notices:* All notices, correspondence, and documents to be given under these BTC shall be in writing (including e-mail) and in English. If there is any difference between the English version and any version in any other language, the English version shall prevail.
29. **GOVERNING LAW AND JURISDICTION**
- 29.1 These BTC shall be governed by the law of Switzerland. The terms and conditions set out in the United Nations Convention for the International Sale of Goods (CISG) are hereby expressly excluded.
- 29.2 Place of jurisdiction shall be at the competent court in the canton of Zurich, Switzerland.