

General Terms and Conditions  
for the Provision of Refurbishment Services  
of FAG Aerospace (Singapore) Pte. Ltd.



Our provision of services and work (hereinafter "our performance") such as, for example, testing, engineering and development services (hereinafter "**Services**") to any company, commercial entity, partnership, sole proprietor, individual or fund entity (hereinafter collectively called the "**Customer**") shall be provided solely on the basis of the following terms and conditions.

**I. Contract Formation**

1. A binding contract between you (the "Customer") and us, as well as any amendments, supplementary agreements or other agreements shall become effective only after being (a) confirmed by us in writing or (b) by us commencing work on your order ("**Contract**").
2. The Contract as well as any amendments, supplementary agreements or declarations as to its termination and any other declarations or notifications must be in written form unless otherwise agreed in these General Terms and Conditions.
3. Upon the receipt of our confirmation and/or acceptance of the Services ordered the Customer shall be deemed to have accepted these General Terms and Conditions for the Provision of Refurbishment Services. We shall not be subject to any conflicting general terms and conditions of the Customer. Any such terms and conditions are hereby expressly rejected. Such terms shall not become part of the Contract by way of the acceptance of an order or by way of any other circumstances implying acceptance. The scope of Services shall be determined exclusively by our quotation as well as any written attachments thereto.

**II. Prices**

1. If remuneration is agreed as a fixed price, we shall have a right to a reasonable advance payment for any completed self-contained parts of the Services as well as upon completion of any project phase (e.g. commencement of the Contract, the initial partial performance, any part of the Services performed, or where Services are to be accepted. Insofar as nothing is agreed to the contrary, invoicing shall be on the basis of time and materials in accordance with our respective applicable hourly rates and material charges. Travel time shall be invoiced as work time. Provided that nothing is agreed to the contrary, travel expenses (including local transport and overseas travel costs such as air fares, trains, taxis, petrol costs) as well as per diem expenses shall be invoiced according to the treatment or categorising of allowances set down under applicable tax laws. Any costs of accommodation shall be invoiced on the basis of a separate agreement.
2. In the event of any Goods & Services Tax (GST) being due, such shall be detailed expressly in the invoice at the applicable rate at the time of providing the Services.

**III. Performance and Performance Times**

1. The Services shall be provided in terms of our existing technical and operational capabilities.
2. Unless a specific result is agreed separately in a particular case, the Services are provided on an "as is" basis. Unless expressly agreed otherwise, we shall not accept any responsibility for the achieving of particular results or for a specific type of success in relation to the provision of any Services. We are entitled to arrange for performance by way of subcontract (subcontractors, suppliers). The parties are free to agree otherwise in a separate written contractual agreement.
3. Any deadline for the completion of the Services shall only be binding if such a binding nature is expressly agreed in writing. In any case deadlines shall be subject to mutual clarification of all matters related to the performance of an order as well as a requirement of prompt cooperation as well as technical support on the part of the Customer.

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4. In the event of any unforeseen or unavoidable events in the provision of the Services as well as in the event of any hindrances, such as force majeure, labour disputes or any other disruptions in our own operations or in the operations of our suppliers as well as in case of any delayed delivery or delayed performance by our subcontractors, we are entitled to extend any performance deadline by a period corresponding with such hindrance. The Customer shall be notified as soon as possible as to the commencement and end of such circumstances. In the specific event where a force majeure event causes substantial difficulties or temporarily prevents or renders impossible the provision of the Services, we shall not be liable. Force majeure shall mean all events not foreseen by us or the Customer which are beyond our influence and occur after the formation of the Contract including, but not limited to, natural catastrophes, blockades, war and other military conflicts, mobilisation, strikes and lockouts. Insofar as we are prevented from providing the Services by reasons of force majeure, such shall not be deemed to be a breach of contract and any contractual deadlines shall be extended accordingly for a period of thirty (30) days. The same shall apply insofar as any performance by a third party which relates to us providing the Services, is delayed in relation to us due to a force majeure event. In the event the force majeure event lasts beyond 30 days, we shall determine the next course of action, which may include our right to terminate the Services without penalty and clause on termination shall apply. No compensation amounts or damages will be due to the Customer under any of such events.
5. In the event we are temporarily prevented from or unable to perform the Services due to events set out in Article III (4) above, we shall not be held liable for any loss or damage to the Customer. In other circumstances, the Customer is entitled to claim compensation for delay insofar as we are in default and damage has resulted to the Customer from such delay. The compensation shall be 0.5 % of the value of the respective part of the complete delivery for each full week of delay but totalling no more than 5 % of the value of the respective part of the complete delivery which as a result of delay could not be used in time or in accordance with the Contract. Any further claims related to such delay shall be determined exclusively in accordance with Article VIII. The Customer may rescind the Contract in accordance with the provisions of law only if such delay in performance is our responsibility. This clause provides for Customer's rights resulting from delayed performance, and all implied terms under applicable laws are hereby excluded. Customer's rights arising from this clause may be exercised by the Customer only after the Customer has issued to us a notification of delay with a reasonable deadline for compliance and such deadline has expired.
6. Compliance with any deadlines for the Services are subject to all documents to be supplied by the Customer being received by us in reasonable time line for us to undertake the Services, the due provision of cooperation required, as well as compliance with the agreed payment conditions and other obligations. If such prerequisites are not fulfilled by the time lines required by us, any performance deadlines shall be extended accordingly to a reasonable extent.
7. Any partial performance shall be permitted to a reasonable extent and may be invoiced as such. We are entitled to prepare any partial performance for Customer's acceptance, with such acceptance in accordance with Article IV below. Such shall include self-contained phases of the performance of the Contract as well as any self-contained parts capable of functioning.

**IV. Risk and Acceptance**

1. If, within a period of ten (10) calendar days after making available for acceptance or partial acceptance or any part of the Services, no notices of substantial defects are received by us or if the Customer uses the delivered performance of a work or the partial performance, acceptance shall be deemed to have taken place.
2. Where there are any goods within the Services to be transferred to the Customer, risk passes to the Customer once the item(s) have left our premise, and Section 20 of the Sale of Goods Act (Cap 393) is hereby excluded.

**V. Payment**

1. Payment shall be made without any deductions to one of our bank accounts within 30 days of receipt of invoice. An invoice shall be deemed to have been received within 3 days after dispatch unless the Customer is able to prove otherwise.
2. The Customer shall be deemed to be in default in relation to any payment as soon as the Customer is in delay in relation to any payment date unless payment has been delayed as a result of circumstances for which the Customer is not responsible.
3. If the Customer fails to make any payment on the payment date, then, without prejudice to any other right or remedy available to us, we shall be entitled to charge the Customer interest on the amount unpaid at the rate of 0.5% per month from the payment date to the date of actual payment.
4. The Customer shall not be entitled to exercise any right of set-off or retention in relation to any defence or counter-claim except unless such a claim has been confirmed by way of a final binding court judgment or unless such a claim is undisputed by us.

**VI. Cooperation by Customer**

1. The Customer shall cooperate at its expense with our employees in the provision of the Services as is necessary.
2. Insofar as any performance is to be provided at the premises of the Customer, the Customer shall undertake all special measures necessary for the protection of our personnel and property at the place of the provision of services and the performance of a work and ensure that all insurance coverage for our personnel and the goods pursuant to the Services, are existing. If necessary, the Customer shall provide special protective clothing at no charge. Furthermore, the Customer shall instruct our personnel as to any applicable special safety regulations insofar as such are of significance for our personnel and for the performance of the Services. In the event of any breach of such regulations by our personnel the Customer shall notify us without undue delay. If any performance is not possible because of non-compliance with safety regulations and a resulting threat to the safety of personnel, either appropriate counter-measures are to be undertaken or the respective performance shall be suspended until such time as an appropriate level of safety can be ensured. In the event that the Customer is responsible for ensuring the required safety at the place of work, such suspension shall result in an extension of any affected deadlines.
3. Insofar as any performance is to be provided in a foreign country and our personnel require visas or other permits to visit and/or work in the country, the Customer shall cooperate with us at no expense to us as far as necessary in applying for, or extending or modifying such permits or visas as required for the performance of the Services. All costs and expenses shall be borne by the Customer.
4. We reserve the right to claim reasonable compensation resulting from any failure of the Customer to cooperate. Any additional rights shall not be affected thereby.
5. Unless otherwise agreed to the contrary, the Customer shall cooperate with us at its own expense in providing technical support to the necessary extent. The Customer shall be liable for the correctness of any information, documentation etc. supplied to us, and also in terms of any third party rights and intellectual property rights in all items and specifications related thereto which is required for our performance of the Services.

## VII. Warranty for Performance of a Work

1. For the avoidance of doubt, Customer agrees that it is not a consumer within the meaning of Singapore law and Sections 12,13,14 and 15 of the Sale of Goods Act (Cap 393) are excluded, and all implied terms and warranty where there are any goods within the Services to be transferred to the Customer, are excluded.
  - a) If the performance of the Services is defective we may initially determine whether to provide subsequent performance by way of correction of the defect (rectification) or we may provide the performance of a work once again (reperformance). Depending on the individual case, we are entitled to at least two (2) attempts to rectify. No implied rights under applicable laws shall apply and Customer is entitled to such remedy as expressly set out in this clause.
  - b) In the carrying out of any performance of the Services, we shall strive to avoid infringing any third party rights in relation to patents or other industrial property rights or knowhow (collectively called "**Industrial Property Rights**"). We shall acquaint ourselves as to the Industrial Property Rights of third parties to the extent customary in our industries. Both parties undertake to inform the other party without undue delay concerning any conflicting third party Industrial Property Rights as soon as they become aware of such and the parties shall jointly agree on how to proceed in such cases. Our liability in relation to any infringement of third party Industrial Property Rights shall be limited to those industrial property rights of which we are aware or of which we are not aware due to a failure to examine the situation concerning industrial property rights to the customary extent undertaken in the industry. In the event that any third party makes a justified claim based on an infringement of an Industrial Property Right in relation to our performance of the Services, subsequent performance on our part shall be at our choice by way of establishing an equivalent alternative solution ("work around") or by the acquisition of a licence for the respective matter or the reconfiguration of the performance with an equivalent work around. We shall not be liable for (i) any combination of the performance of the Services with other services or products as well as any infringement of property rights which would not have occurred without such combination; (ii) changes or modifications to our performance of the Services by the Customer or any third party; (iii) direction of the Customer or the services or performance of any third party and (iv) infringement of industrial property rights which result from any unforeseeable use or operation of our performance of the Services .
2. In the event that any claim for rectification of a defect by the Customer proves to be unjustified, we are entitled to claim reimbursement from the Customer for any resulting costs.
3. In the event of any subsequent performance proving to be unsuccessful the Customer shall be entitled in relation to the rectification of any defect at its own choice to either rescind the Contract or to reduce the agreed remuneration. Any right to compensation for damage in lieu of performance shall not be affected hereby.

## VIII. Liability

1. Unless otherwise agreed, our liability, regardless of the legal basis therefor and notwithstanding any statutory requirements for a claim, shall be subject to the following limitations and exclusions and such shall also apply to our personnel, agents and contractors and other third parties which we work with in relation to the Contract .
2. The Customer shall not be entitled to rescind or terminate the Contract in relation to any breach of an obligation which does not constitute a defect unless such breach of an obligation is the result of wilful conduct on our part. Any other rights to terminate on the part of the Customer are hereby excluded. For the avoidance of doubt, no terms shall be implied in law or by any legislation.

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3. We shall be liable to pay compensation insofar as we have acted wilfully or in a grossly negligent manner. In relation to simple negligence we shall be liable to pay compensation only in cases of death, injury to life, body or health or damage due to the breach of a material term (duties in relation to which correct performance is necessary for the Contract as a whole to be performed and upon compliance with which the contracted parties regularly rely and are entitled to rely). In all claims for damages, our liability shall be limited, only to compensation available under applicable laws for foreseeable, typical damage occurring.
4. In the event of a proven negligent breach of a material term, our liability to the Customer will not exceed the price of the respective individual order and is limited to the amount of the price of such order. The Customer shall inform us expressly in each case if this assumption is not correct.
5. Other than the remedies provided above, we are not liable for any loss or damages (including consequential, indirect, incidental, special or loss of profit, loss of revenue, business interruption or loss however incurred) suffered by the Customer or any of its end-users, directors, shareholders, employees, staff, contract worker, or personnel using the Services. This will survive the termination of the Contract or completion of the Services.

**IX. No Guarantee**

The details contained in our catalogues, printed materials, type lists, data sheets and other advertising materials or in specifications, specification sheet or other technical delivery conditions, in certificates (e.g. certificate of compliance) or other forms or documentation shall not constitute in any way, a guarantee nor a warranty which has not been expressly provided by us in the specifications or the quotation. Any statements concerning reliability (life period, long-time stability etc.) are statistically-calculated medium values. These are calculated to the best of our knowledge and subject to deviations in individual cases.

**X. Limitation Period**

The general limitation period for any and all claims of the Customer shall be, particularly in relation to claims arising from defects or defects of title in relation to the performance of a work, 24 months from the time of the provision of performance. Insofar as any acceptance procedures are agreed, the limitation period shall begin to run from the time of acceptance. All periods of limitation beyond this under applicable laws are excluded.

**XI. Confidentiality**

1. Both parties undertake to keep confidential all information received from the other party. This shall apply also after fulfilment, termination or other expiry of the Contract. This obligation shall not apply to information already known to the receiving party by legitimate means at the time of receipt without any duty of confidentiality, or to any information which the receiving party later becomes aware of by legitimate means without any duty of confidentiality or, to any information which – without a breach of contract by any of the parties – is or becomes generally known.
2. Each party shall retain its title of ownership and any rights to documentation and data carriers made available by that party. Any copying or passing on of such documentation or data carriers is permitted only with the approval of the party providing such.

**XII. Miscellaneous**

1. The place of performance in relation to all matters shall be the place at which the Services are being delivered.

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2. The place of jurisdiction shall be Singapore. Notwithstanding the above, we reserve the right to commence legal proceedings at the seat of business of the Customer.
3. The contractual relationship and these General Terms and Conditions shall be subject to the laws of Singapore excluding the rules of the conflict of laws.
4. Any omission or partial omission or failure to claim any right arising under this contract in good time shall not constitute a waiver of such right or any other right.
5. If a specific provision of these terms and conditions is or becomes ineffective, the remaining terms and conditions shall not be affected thereby. In such case the parties shall replace any ineffective provision with a provision which most closely reflects the commercial purpose of the original ineffective provision. The same shall apply accordingly in case of any omission.
6. Please note that we store and process personal data in according with the requirements of law in the course of commercial transactions. Both parties undertake to comply with all personal data protection requirements under the Singapore Personal Data Protection Act ("**PDPA**") and other data protection legislation, rules and guidelines.