

General Terms and Conditions

1. Prices and Costs

All prices are exclusive of VAT and any additional charges, including but not limited to transportation costs, which are to be charged to the customer.

2. Acceptance of Invoices

Invoices that are not contested in writing by registered letter within eight (8) days of their date of dispatch shall be deemed accepted in full and without reservation.

3. Payment Terms

All payments are due in full upon delivery. The Client acknowledges and accepts that PMM WINGSERVICE is under no obligation to release the aircraft/components/parts until full payment has been received for all goods delivered and services rendered. Any invoice not paid on its due date shall, by operation of law and without prior notice of default, incur late payment interest at a rate of 1% per commenced month. In addition, in the event of non-payment on the due date, the invoice amount shall be increased by way of fixed compensation by 10%, without prior notice, with a minimum of €75.00. Legal fees, including reasonable attorney's fees, incurred in the collection of outstanding amounts shall be charged to the Client. Payments shall be allocated firstly to interest, damages, and legal costs, and only thereafter to the principal of the oldest outstanding invoice(s). In the event the Client fails to comply with any payment term or contractual obligation, PMM WINGSERVICE reserves the right to suspend or postpone its performance under any other ongoing contracts with the Client. Late payment of one invoice shall render all other invoices, even those not yet due, immediately payable in full without notice. For unpaid invoices with an outstanding (inclusive of VAT) balance of less than €60.00, an administrative fee of €10.00 shall be added.

4. Delivery and Performance Terms

All indicated delivery and/or execution timelines are provided for informational purposes only and are non-binding. Delay in performance shall not entitle the Client to any compensation or termination of the agreement.

5. Inspection and Complaints

Upon delivery, the Client shall immediately inspect all goods and completed works. Any visible defects or complaints must be noted on the delivery note. Failure to do so shall render any such claims inadmissible, and the goods and/or works shall be deemed accepted as conforming and free from visible defects.

6. Risk and Liability

Aircrafts/components/parts stationed at the premises of PMM WINGSERVICE are not insured against theft, fire, or damage. If the aircrafts/components/parts are not collected within twenty-four (24) hours following completion of the work, PMM WINGSERVICE reserves the right to charge a storage fee of €20.00 per day, without accepting any obligation of custody or liability. Claims regarding hidden defects must be submitted in writing by registered letter within two (2) months of discovery, failing which they shall be deemed forfeited. Any legal claim must, under penalty of forfeiture, be brought within one (1) year of discovery of the defect. In any case, compensation shall be limited to the cost of the delivered materials and, if applicable, the labor costs of installation. No other (consequential) damages, including but not limited to personal injury, property damage, financial loss, loss of profits, personnel costs, third-party claims, or loss of income, shall be eligible for compensation.

7. Suspension and Retention of Title

Notification of a complaint does not entitle the Client to suspend or defer payment, even partially. Nor does it entitle the Client to cancel the entire order or delivery. All goods remain the property of PMM WINGSERVICE until full payment of all outstanding amounts has been received.

8. Termination

If the Client fails to fulfill any contractual obligation, PMM WINGSERVICE shall be entitled to terminate the agreement by simple written notice, without prejudice to its right to claim damages.

9. Governing Law and Jurisdiction

In the event of any dispute, only the competent courts of Hasselt, Belgium shall have jurisdiction. This provision also applies to contracts with nationals of EU Member States, in accordance with the Brussels I Regulation (recast). The formation, existence, and consequences of this agreement shall be

governed exclusively by Belgian law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG, “Vienna Convention”).