

General Terms and Conditions of AeroDesignWorks GmbH

I. general information

1. Our following terms of delivery apply exclusively to all deliveries. Conflicting conditions of the customer are not valid for us. Silence on order confirmations which refer to deviating terms and conditions of business shall not be regarded as consent. By accepting our delivery, the customer irrevocably declares his agreement with our terms of sale.

2. All offers submitted by AeroDesignWorks GmbH are subject to change without notice. Orders shall only be deemed to have been accepted once they have been confirmed in writing by AeroDesignWorks GmbH. Collateral agreements, amendments and supplements must also be confirmed in writing.

3 We reserve the right to make design changes to the subject matter of the contract at any time to the extent customary in the trade as a result of technical progress or rationalisation.

4. Our jet engines are designed and intended exclusively for model aircraft.

II. prices, terms of payment

1. Our prices are subject to change. Invoicing is based on the prices valid on the day of delivery, strictly net, without deduction. The value added tax will be shown separately at the respective valid rate.

2. If you are in default of payment, we are entitled to demand interest on arrears at a rate of 4% above the respective discount rate of the German Federal Bank.

III. delivery and delivery time

1. The risk shall pass to the customer as soon as the goods leave our factory, in the case of collection by the customer with the notification of readiness for dispatch. Shipment is always at the expense and risk of the customer. If there is no written instruction from the customer, we will determine the means of transport and transport route without being responsible for choosing the fastest and cheapest option.

2. We can fulfil orders in partial deliveries, which are to be paid separately according to our terms of payment, if no other arrangements have been made. If the payment of a partial delivery is culpably delayed by the customer, we can suspend the further execution of the order.

3. The agreed delivery period shall only commence upon receipt of our order confirmation or verbal promise. We make every effort to meet agreed delivery deadlines.

4. In the event of non-compliance with this deadline, the customer is obliged to grant us a period of grace of at least six weeks. After expiry of this period, he is entitled to withdraw from the contract. Claims for damages are excluded unless the contract is due to intent or gross negligence on our part.

IV. reservation of proprietary rights

1. We reserve the right of ownership of the delivered items until the purchase price has been paid in full.

2. In the event of default of payment by the customer, we are entitled to take back the reserved goods without the need to withdraw from the contract.

V. warranty

1. The customer must carefully examine the delivered goods immediately after receipt and submit any complaints in writing to us within 8 days of receipt of the goods, enclosing supporting documents.

2. In the event of defective delivery, and if the defect impairs the contractually agreed use of the goods to a more than insignificant extent, the customer shall be entitled, at our discretion, to rectification of the defect or free replacement delivery.

3. We grant a warranty period of two years for our products and six months for repairs.

4. For complete devices or components that are sent in for repair within the warranty period but do not show any faulty behaviour, the testing effort will be charged.

5. The customer is obliged to contact us immediately in case of problems.

6. The warranty claim expires in case of external interventions, such as improper repair attempts or use of own force.

7. The warranty claim also expires if parts have been modified or newly installed by the customer after delivery and acceptance.

8. An assignment of warranty claims to third parties is generally excluded.

9. Notices of defects on the part of the buyer do not entitle the buyer to withhold his payment obligations.

VI. compensation for damages

1. Claims for damages by the customer against us and our vicarious agents and assistants, regardless of the legal basis, in particular also from culpa in contrahendo, breach of contractual secondary obligations and tort are excluded, unless they are based on intent or gross negligence.
2. We are liable exclusively for damage that has occurred to the delivery item. Any consequential damages remain unaffected.

VII. place of jurisdiction and place of performance

1. place of jurisdiction is Cologne.
2. place of performance is our registered office

VIII. application of law

1. The law of the Federal Republic of Germany shall apply.

All changes to these sales and delivery conditions must be made in writing.