

General terms and conditions



Article 1: Applicability

- 1.1 These general terms and conditions apply to all offers, quotations, and acceptances thereof made by Davtra and/or agreements concluded by Davtra whereby Davtra undertakes to provide services or to carry out instructions. Any purchase conditions or other terms and conditions to which the Client refers when accepting an offer or quotation or when entering into an agreement do not apply, unless these have been accepted by Davtra without reservation and in writing.

Article 2: Offers, agreements, instructions, etc.

- 2.1. Unless expressly stated otherwise, the offers and rates of Davtra are without obligation.
- 2.2 Instructions given to Davtra exclusively involve a best-efforts obligation for Davtra, not an obligation to achieve a result.
- 2.3. An agreement is deemed to have been concluded at the moment that Davtra has accepted instructions in writing or has commenced the performance of the instructions. Davtra is entitled to refuse instructions given to it without giving reasons.

Article 3: Engagement of third parties

- 3.1 Davtra is permitted, if necessary, to make use of third parties for the performance of the instructions given to it. Davtra will consult the Client as much as possible in advance when engaging third parties and will take the necessary care when selecting third parties.
- 3.2 Davtra is not liable for shortcomings on the part of third parties, and the Client indemnifies Davtra against any claims in connection with acts performed by third parties.
- 3.3 Davtra will charge the Client for the costs involved in engaging third parties. Davtra is entitled to charge these costs as an advance and to engage third parties only when payment has been received by Davtra.

Article 4: Commission, costs, and payment

- 4.1 Davtra will charge the Client commission as a fee for the activities it performs.
- 4.2 In addition, Davtra will charge the Client for the costs it incurs in connection with the performance of its activities. This includes – among other things – travel and accommodation costs, transfers, research costs, and other costs. The costs are charged to the Client on the basis of the actual costs incurred by Davtra.
- 4.3 Changes in government-imposed taxes and/or levies will always be charged to the Client.
- 4.4 Payments by the Client must be made within seven days of the invoice date in the manner prescribed by Davtra, unless otherwise agreed in writing or unless the invoice states otherwise.
- 4.5 In the event of late payment, the Client is in default by operation of law and Davtra is entitled to immediately demand payment of the entire amount due, without any further notice of default being required. From that moment onwards, the Client also owes interest of 2% per month on the amount due.
- 4.6 In the event of late payment to Davtra, the Client owes extrajudicial collection costs of 15% of the principal sum, with a minimum of €150.
- 4.7 The Client may not set off the amounts invoiced by Davtra against a counterclaim made by the Client, or the Client may not suspend payment in connection with a counterclaim made by the Client.

Article 5: Cooperation by the Client

- 5.1 The Client will at all times provide Davtra with all cooperation that is requested by Davtra, or that is necessary for Davtra to perform the instructions in a proper manner. This means – if applicable – making the aircraft available for inspection and viewing, as well as providing all relevant information to Davtra, on request or otherwise.
- 5.2 If data necessary for the performance of the instructions have not been made available to Davtra by the Client, or have not been made available to Davtra on time or in accordance with the agreements made, or if the Client has not fulfilled its obligations, Davtra is entitled to suspend the execution of this Intermediary Agreement.

- 5.3 The Client is fully responsible for the accuracy and completeness of all information provided to Davtra.
- 5.4 If Davtra has conducted negotiations with more than five parties regarding the purchase or sale of the aircraft and these negotiations have not resulted in a purchase agreement because the Client's bid or asking price is not in line with market conditions, the Client is obliged, at Davtra's request, to use a bid or asking price that is in line with market conditions as determined by Davtra. If the Client is not prepared to adjust its bid or asking price in accordance with the previous sentence, Davtra is entitled to consider the instructions as completed and to send the Client an invoice for the full commission.

Article 6: Termination

- 6.1 Both Davtra and the Client are permitted to terminate this Intermediary Agreement in writing without observing a notice period and without the other party being entitled to any compensation.
- 6.2 If the Client or the Contracted Party prematurely terminate this Intermediary Agreement, the Client owes Davtra the part of the commission invoiced at that time as stated in this Intermediary Agreement, as well as the costs incurred by Davtra up to that point, as stated in Article 4.2 of these general terms and conditions.

Article 7: Liability of Davtra

- 7.1 Any liability on the part of Davtra, as well as on the part of its directors, employees, and the persons engaged by Davtra in the performance of the instructions, is limited to the amount paid out under Davtra's liability insurance in the relevant case, increased by the applicable excess. Further information on liability insurance will be provided to interested parties upon request.
- 7.2 If Davtra's liability insurance, as referred to in Article 7.1, does not provide cover in a specific case, the liability of Davtra as well as of its directors, employees, and the persons engaged by Davtra in the performance of the instructions will be limited to a maximum of the total amount invoiced to the Client in respect of the instructions that form the basis for the damage that has occurred.
- 7.3 The performance of the instructions takes place exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the activities performed for the Client.
- 7.4 Davtra is never liable for damage suffered by the Client or by third parties as a result of incorrect, incomplete, or untimely information provided by the Client.
- 7.5 The provisions of this article are without prejudice to Davtra's liability for damage caused by the deliberate intent and/or wilful recklessness of its subordinates.

Article 8: Protection of personal data

- 8.1 Personal data provided to Davtra by the Client will not be used for or provided to third parties by Davtra for purposes other than for the performance of the instructions given to Davtra or mailings, etc. to be sent to the Client, except insofar as Davtra is obliged by law or public order to provide the data in question to a designated body in the context of its business operations.
- 8.2 If the Client objects to the inclusion of its personal data in any of Davtra's mailing lists, etc., Davtra will remove the data in question from the relevant file at the first written request of the Client.

Article 9: Applicable law and disputes

- 9.1 All offers, quotations, and agreements of Davtra are governed by Dutch law.
- 9.2 In the first instance, the Court of Amsterdam, Amsterdam location, has exclusive jurisdiction over disputes between the parties.