

## 1. DEFINITIONS

- 1.1. "Contract" shall mean a Contract for the Manual and Revision Service between the Parties.
- 1.2. "Customer" shall mean the person or party whose order for Manual and Revision Service have been accepted by Pilatus and agreed upon in a Contract.
- 1.3. "Parties" shall mean Pilatus and the Customer.
- 1.4. "Pilatus" means Pilatus Aircraft Ltd

Pilatus Aircraft Ltd  
P.O. Box 992  
6371 Stans  
Switzerland  
E-mail: [publications@pilatus-aircraft.com](mailto:publications@pilatus-aircraft.com)

- 1.5. "Services" means Pilatus Manual and Revision Services which shall be limited to the update of the respective Pilatus manuals.

## 2. SCOPE

- 2.1. These Terms and Conditions shall form an integrated part of the Contract. Any terms and conditions of the Customer relating to Manuals and Revision Service are hereby rejected.

## 3. PRICES

- 3.1. Except as otherwise agreed in writing, all prices shall be Free Carrier (FCA; Incoterms 2010), Pilatus facility, Stans, Switzerland, exclusive of any taxes.
- 3.2. Prices for PC-6 documentation are published in the Pilatus annual price list and prices for PC-12 documentation are published on the publication service order form with subject to change without notice.
- 3.3. Pilatus do not refund any cancelled subscription of document Services.

## 4. DELIVERY

- 4.1. Subject to availability, Pilatus will use its reasonable efforts to comply with the priority delivery times for Services.
- 4.2. Pilatus shall deliver all Services Free Carrier (FCA; Incoterms 2010), Pilatus facility, Stans, Switzerland.
- 4.3. Ordered documents will be shipped once payments have been received (normally within 30 days).
- 4.4. New documents or Services will be shipped by standard mail which could take 4 to 8 weeks.
- 4.5. The Customer shall have no right to terminate the Contract in case of delivery delays.
- 4.6. Delivery cost up to USD 60 or CHF 50 for Services will be shipped by standard mail and is included in the price for Services.

- 4.7. For faster shipping service by courier, the Customer is responsible for the shipping cost. In this case Pilatus would require the appropriate details of the courier service to be used (FedEx, UPS or DHL) as well as the matching customer account number.

## 5. PAYMENT TERMS

- 5.1. Payment shall be effected in the reflected currency in advance. Pilatus only accepts Checks, VISA or Master Card or Wire Transfer payable to Pilatus Aircraft Ltd. for Credit Card payments; SIX Card Solutions AG is responsible for processing the payment to Pilatus. Six Card Solutions AG uses Saferpay to provide a secure, reliable platform for payment via Internet.

SIX Card Solutions AG  
Hardturmstr. 201  
P.O. Box  
8021 Zürich  
Phone: +41 (0)848 66 4444  
Fax +41 (0)848 66 4444

## 6. TAXES

- 6.1. All taxes, duties, fees, customs duties or other charges whatsoever levied in connection with the performance of the purchase order and payable outside of Switzerland shall be borne by the Customer.
- 6.2. Value added taxes (VAT), if applicable, shall be borne by the Customer and the amount at the applicable rate shall be set out as a separate line item on the invoice.

## 7. EXPORT REGULATIONS

- 7.1. All information provided pursuant to this Terms and Conditions may be subject to the export control laws and regulations of the United States of America and/or other countries ("Export Controls"). Each party agrees to strictly abide by all applicable Export Controls and be fully responsible for their own compliance.

## 8. FORCE MAJEURE

- 8.1. If either of the Parties is unable to perform any of its obligations due to an event beyond its control including but not limited to government intervention, delay in granting or non-granting or withdrawal of any export licence or other government authorisation or licence, strikes, lock-outs, riots, sabotage, war, civil unrest, accidents, fire, flood, tempest, earthquakes, acts of god, adverse weather conditions, labour disturbances, shortage of materials or services, late deliveries by subcontractors ("Force Majeure"), the following shall apply:
  - a) The party affected by Force Majeure shall (i) give timely written notice to the other

party of any such Force Majeure, (ii) use reasonable endeavours to avoid or remove the cause of Force Majeure, and (iii) resume performance as soon as possible after the Force Majeure has been removed;

- b) The delivery schedule shall be extended by the duration of Force Majeure; and
- c) Neither party shall be liable to the other for any damages, costs and expenses incurred due to any delay or failure to perform any of its obligations under the Contract if and to the extent such delay or failure was caused by Force Majeure.

## **9. TERMINATION**

- 9.1. Pilatus may terminate any Contract at any time in whole or in part, subject to ten (10) days prior written notice to the Customer. Pilatus shall reimburse any unused advance payment received in respect of the terminated part of a Contract. Pilatus shall not be liable for any costs or damages incurred by the Customer due to such termination. The Buyer agrees that there is no right of withdrawal from this Contract.

## **10. INTELLECTUAL PROPERTY**

- 10.1. Nothing in the Contract shall affect or change the ownership of background intellectual property of Pilatus or the respective third parties.
- 10.2. All foreground intellectual property which is developed under a Contract shall vest on its creation in Pilatus, regardless of whether or not it forms part of the Services.
- 10.3. Pilatus shall retain full ownership and copyright of all data including documentation (hardcopies or digital) and/or software supplied under the Contract. The Customer shall keep confidential and not disclose (active or passive) such proprietary documentation and data to any third party without the prior written consent of Pilatus. All rights are reserved. It is not allowed to copy, reproduce or translate to other languages without the prior written consent of Pilatus.

## **11. LIABILITY**

- 11.1. Pilatus shall not be liable in contract, tort, breach of statutory duty or any other legal theory for any injury, death, destruction, loss or other damage whatsoever arising out of or in connection with Services.
- 11.2. The liability of Pilatus is limited to gross negligence or wilful misconduct of Pilatus and/or its own personnel. The liability is limited to the compensation for proven direct damages and in any case limited to the value of the Services delivered under the respective Contract.
- 11.3. Pilatus shall not be liable for special, indirect, incidental or consequential damages of any kind including, but not limited to, loss of

revenue, loss of use, cost of capital or cost of interruption of operation however caused.

## **12. NO WAIVER**

- 12.1. Unless otherwise agreed in writing, no delay or failure by Pilatus at any time to exercise any right or enforcing any of the Terms and Conditions under the Contract shall be construed as a waiver of such right or terms and conditions by Pilatus.

## **13. SEVERABILITY**

- 13.1. In the event that any one or more of the provisions herein shall be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of these Terms and Conditions and the Parties shall use their best efforts to replace such invalid or unenforceable provision by a new provision which fulfils the intent of the invalid or unenforceable provision as close as possible.

## **14. NOTICES**

- 14.1. All notices given under any Contract shall be in writing and submitted by registered mail to the addresses of the Parties set out in the respective Contract.

## **15. RIGHTS OF THIRD PARTIES**

- 15.1. Except as otherwise agreed between the Parties in writing, no rights whether express or implied are granted to any person who is not a party to the Contract.

## **16. HEADINGS**

- 16.1. The headings herein are for convenience of reference only and shall have no effect on the construction, interpretation or meaning of these Terms and Conditions.

## **17. APPLICABLE LAW / PLACE OF JURISDICTION**

- 17.1. These Terms and Conditions and any Contracts hereunder shall be subject to and interpreted in accordance with the substantive laws of Switzerland excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 is hereby excluded.
- 17.2. These Terms and Conditions and any Contracts hereunder shall be subject to the exclusive jurisdiction of the public courts at Stans, Switzerland.