

**General Terms and Conditions ("GTC") of Diamond Aircraft Industries GmbH,
N. A.-Otto Street 5, 2700 Wiener Neustadt ("DIAMOND") valid for the Online
Diamond Pilot Shop ("ONLINE PILOT SHOP")**

(B2B, status: 28.02.2020)

These General Terms and Conditions shall only apply to customers who are entrepreneurs within the meaning of § 1 KSchG.

I. Online Pilot Shop

(1) DIAMOND is operator of the ONLINE PILOT SHOP.

(2) The ONLINE PILOT SHOP is provided in accordance with these GTC. Please read these terms and conditions carefully before you use the ONLINE PILOT SHOP or order goods ("ARTICLES") through it.

(3) Consequently, by using this ONLINE PILOT SHOP you agree to the terms and conditions. If you have questions about the same, please contact us by e-mail at fly@diamond-pilotshop.com.

(4) Diamond Aircraft Industries GmbH
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Wiener Neustadt Regional Court: FN 239539p

UID (VAT): ATU 62107348

(5) The gender-specific terms and designations used in these GTCs include all genders equally.

II. Subject

(1) The ONLINE PILOT SHOP is aimed at customers in:

- European Union (EU)
- European Economic Area (EEA)
- Switzerland

(2) Any terms and conditions deviating from or contradicting these GTC will not be accepted by DIAMOND and will not become part of the contract unless DIAMOND has explicitly agreed to them in writing.

III. Conclusion of contract

(1) The presentation of the products on ONLINE PILOT SHOP or in other advertising material is not a legally binding offer, but a non-binding product catalogue. By placing an order the customer submits an offer to DIAMOND to conclude a contract.

(2) By clicking the button "Place order" the customer places a binding order of the articles received in the shopping cart. The customer can cancel or correct the order at any time until the binding order.

(3) The confirmation of receipt of the order follows immediately after sending the order by e-mail and does not constitute an acceptance of the contract by DIAMOND. By confirming the order by e-mail, DIAMOND merely informs the customer that his order has been received ("ORDER CONFIRMATION").

(4) DIAMOND may reject offers without giving reasons. In case of an explicit rejection of the offer, the customer will be informed immediately. Silence on the part of DIAMOND shall not be considered as acceptance of the offer.

(5) The offer is only accepted and the purchase agreement is only concluded after DIAMOND has sent the ARTICLE to the customer and has informed the customer by e-mail of this dispatch ("CONFIRMATION OF DISPATCH").

(6) Ordered items that do not appear in the Dispatch Confirmation are not included in the purchase contract; no purchase contract has been concluded in respect of these items.

(7) Orders of available items will be executed without delay - normally within 2-3 working days - after receipt of the ORDER CONFIRMATION. This does not apply to orders placed before/during DIAMOND company holidays.

(8) An indication of the availability of an ARTICLE on ONLINE PILOT SHOP is an estimate of availability and does not constitute a guarantee of availability or an obligation to accept or send an order.

(9) DIAMOND reserves the right to withdraw from the contract in case of possible typing, printing, calculation or other errors in the ONLINE PILOT SHOP.

(10) The actual color scheme of an ARTICLE may differ in part from the symbol photo on ONLINE PILOT SHOP.

(11) Orders may only be placed by persons who are at least 18 years old or have unlimited legal capacity.

IV. Prices and shipping costs

(1) The net prices stated at the time of the order plus the applicable value added tax shall apply.

(2) Special offers, promotions and discounts are valid until the indicated date or while stocks last.

(3) The shipping costs are displayed before ORDER CONFIRMATION.

(4) The shipping costs and any customs duties and charges are additionally to be borne by the customer.

V. Payment

(1) Payment must be made in advance and can only be made by the following payment methods:

- Credit card (Visa, Mastercard)
- Klarna immediate transfer
- PayPal
- Purchase on account

(2) DIAMOND reserves the right to change payment methods.

(3) If the customer is in default of payment, DIAMOND reserves the right to charge reminder fees of 20.00 EURO in any case. The customer further agrees to reimburse DIAMOND for all costs, expenses and cash expenditures incurred by DIAMOND in pursuit of its claims.

VI. Delivery

(1) The shipping of the order is possible from a net order value of 20.00 EURO (excluding shipping costs) ("MINIMUM ORDER VALUE").

(2) The delivery is made to the delivery address indicated by the customer.

(3) DIAMOND reserves the right to make and invoice partial deliveries. If, for technical or logistical reasons, a shipment is made in several partial deliveries, the flat rate for shipping and handling will only be charged once.

(4) The risk of loss or damage to the shipped ARTICLES is transferred to the customer when the shipment is delivered to the customer (or a third party designated by the customer who is not the carrier).

(5) The shipment is carried out (under application of the general terms and conditions of the respective logistics companies)

- within Austria and the EU by the logistics company Österreichische Post AG
- outside of Austria and the EU by the logistics company UPS
- or by a logistics company selected by DIAMOND

(6) If the delivery is not successful or if the properly deposited package is not picked up and the shipment is returned to DIAMOND, DIAMOND may withdraw from the contract due to the customer's default of acceptance.

VII. Warranty and compensation

(1) Claims for damages and warranty claims expire after six (6) months.

(2) The customer must inspect the ARTICLE upon receipt and report any defects within 7 working days, otherwise, in the event of failure to do so, the customer can no longer assert claims for warranty, damages and errors regarding the freedom from defects of the ARTICLE.

(3) In case of slight negligence DIAMOND shall only be liable in case of injury to life, body or health limited to the contract-typical and foreseeable damage, but not exceeding the net order value; unlimited liability if the cause of damage is based on an intentional or grossly negligent breach of duty by DIAMOND or a legal representative or vicarious agent.

(4) Liability for indirect damages is excluded in any case and the burden of proof is waived.

VIII. Retention of title

(1) All deliveries are made under reservation of ownership. Until the purchase price has been paid in full, the ARTICLE remains the property of DIAMOND.

IX. Applicable law and place of jurisdiction

(1) This contract is subject to Austrian law, excluding conflict of laws and the UN Convention on Contracts for the International Sale of Goods.

(2) All disputes arising from the contract shall be settled by the court having jurisdiction over the location of DIAMOND's registered office.