

**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")**

(B2C, status: 17.03.2020)

These General Terms and Conditions shall only apply to customers who are consumers 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](mailto: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 GTC 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 within 5 working days 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 has to inform the customer if his order cannot be fulfilled or cannot be fulfilled within a reasonable time.

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

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

(12) 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 gross prices (including value added tax) plus shipping indicated at the time of the order 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 Sofortüberweisung
- PayPal
- Prepayment

(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 gross order value of 20.00 EURO (including VAT) - 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 the EU by the logistics company UPS
- 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.

(7) In the event of DIAMOND withdrawal according to clause VI. (6) a purchase price already transferred to DIAMOND minus shipping costs as well as a handling fee of 20.00 EURO will be refunded to the customer.

## **VII. Cancellation policy**

### a) Right of revocation

(1) The customer can cancel the contract for the purchase of an article ordered via the ONLINE PILOT SHOP within 14 days without giving reasons.

(2) The revocation period is fourteen (14) days from the date of revocation,

- where the customer (or a third party designated by the customer who is not a carrier) has taken possession of the ARTICLE or where the customer has ordered one or more ARTICLES under a single order and delivery has been made under a single delivery; or
- where the customer (or a third party designated by the customer who is not a carrier) has taken possession of the last ARTICLE, if the customer has ordered several ARTICLES under a single order and the ARTICLES are delivered separately; or
- at which the customer (or a third party designated by the customer who is not the carrier) has taken possession of the last partial consignment or pieces, if the customer has ordered an ARTICLE that is delivered in several partial consignments or pieces.

(3) In order to exercise the right of withdrawal, the customer must inform DIAMOND in writing of his decision to withdraw from the contract by means of a clear statement (e.g. e-mail to

[fly@diamond-pilotshop.com](mailto:fly@diamond-pilotshop.com), a letter sent by post, fax) stating his name, order number, address and, if available, telephone number and e-mail address.

(4) The declaration of rescission can generally be made in any form. The customer may use the attached sample revocation form which is not binding. The withdrawal period is deemed to have been observed if the declaration of withdrawal is sent within the period.

(5) In order to ensure the fastest and most efficient processing of cancellations, DIAMOND requests that cancellations be sent to [fly@diamond-pilotshop.com](mailto:fly@diamond-pilotshop.com), preferably by e-mail and using the data provided in the sample cancellation form provided in accordance with these terms and conditions.

#### b) Consequences of revocation

(1) In the event of a timely withdrawal, all payments made by the customer, including delivery costs (except for additional costs resulting from the fact that the customer has chosen a different type of delivery than the cheapest standard delivery offered by DIAMOND) will be refunded immediately and at the latest within 14 days after receipt of the notice of withdrawal, using the same means of payment that the customer used for processing his payment, unless otherwise expressly agreed with the customer.

(2) The customer shall not be charged any fees for this repayment.

(3) The customer shall be liable for any loss of value of the ARTICLE if this is due to the customer's handling of the ARTICLE which is not necessary for testing and quality, characteristic and functionality of the ARTICLE.

(4) The customer must return or hand over the ARTICLE to Diamond Pilot Shop, Fernand-Graf-von-Zeppelin-Strasse 1, 2700 Wiener Neustadt immediately and in any case within fourteen (14) days at the latest from the day on which the customer has informed DIAMOND of the revocation of this agreement. The time limit shall be deemed to have been observed if the Customer sends the ARTICLE before the expiry of the fourteen (14) day period.

(5) DIAMOND may withhold the repayment until

- Receipt of the ARTICLE
- Receipt of the proof of return of the ARTICLE

(6) The customer bears the direct costs of the return shipment.

#### c) Exception to the right of revocation

(1) The customer has no right of withdrawal for the following ARTICLES:

- which are manufactured according to customer specifications or are clearly tailored to the personal needs of the customer; or
- which after delivery have been inseparably mixed with other goods due to their nature; or
- in the case of audio or video recordings or computer software (e.g. CDs, DVDs, Blu-ray) delivered in a sealed package if the seal has been removed after delivery; or
- quickly perishable ARTICLES or whose expiry date would be exceeded;
- for periodicals, newspapers or magazines, with the exception of subscription contracts for the supply of such publications
- which are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that their seal has been removed after delivery.

### **VIII. Warranty and compensation**

(1) Unless expressly agreed otherwise, the statutory warranty regulations shall apply.

(2) DIAMOND shall be liable without limitation 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. DIAMOND shall have limited liability for slight negligence, except in cases of injury to life, body and health.

### **IX. 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.

### **X. Applicable law and place of jurisdiction**

(1) This contract is subject to Austrian law, excluding the conflict of laws and UN sales law. The mandatory provisions of consumer and consumer protection law apply.

### **XI. Note on online dispute resolution**

(1) Attention is drawn to the Alternative Dispute Resolution (ADR) for disputes (instead of legal proceedings).

- Pursuant to Regulation No. 524/2013 of June 18, 2013, the EU Commission has established an Internet platform for the extra judicial on line settlement of disputes between consumers and businesses ("OS Platform"). The OS platform serves as a

central contact point for consumers and entrepreneurs who want to settle out-of-court disputes arising from on line legal transactions. The OS platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>.

- The Alternative Dispute Resolution service "Arbitration for Consumer Business" is responsible for the out-of-court settlement of disputes between consumers and businesses of all kinds.

Contact:

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