

General terms and conditions of business Seidel Props

Gültig für den Geschäftsbereich Propeller / Getriebemotoren / Zubehör
Valid for business segment airscrews / gear drives / accessories

Purpos of this terms and conditions

Our goal is to provide you with the greatest possible service that sets us apart from other providers.
At the same time, it has become essential to lay down certain regulations so that both business partners are aware of what rights and obligations arise when a business transaction is concluded.

§ 1 Scope of validity

- (1) The general terms and conditions of business (GTC) are valid for contracts of all business segments of airscrews / gear drives / accessories between

Seidel Props
Sankt-Jakob-Straße 5

82398 Polling / Germany

Fon: +49 / 881 / 924 552-7

info@seidel-props.de

www.seidel-props.de

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Dipl.-Ing. Maschinenbau (FH)

USt-IdNr. DE359235954

and you as our customer. The GTC apply regardless of whether you are a consumer, entrepreneur or merchant.

- (2) All agreements made between you and us in connection with the purchase contract result in particular from these GTC's our price offer as well as our written order confirmation, see § 2 paragraph 4.
- (3) The version of the GTC valid at the time of conclusion of the contract shall apply.
- (4) We do not accept any deviating terms and conditions of the customer. This also applies if we do not expressly object to their inclusion.

§ 2 Conclusion of contract

- (1) The presentation and advertising of articles on our website does not constitute a binding offer to conclude a purchase contract.
- (2) You contact us, we advise you and send you an individual price offer with detailed description of the propeller or goods incl. all options, shipping costs and delivery dates.
- (3) You check this offer, indicate any change requests and place an order with us.
- (4) You will then receive an order confirmation from us with all relevant data and only then is the contract concluded.
- (5) If the delivery of the goods ordered by you is not possible, for example because the corresponding goods are not in stock, we refrain from confirming the order. In this case, a contract is not concluded. We will inform you about it immediately.

§ 3 Right of withdrawal

- (1) If you are a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to your commercial or independent professional activity), you have a right of withdrawal in accordance with the right of withdrawal.
- (2) If you, as a consumer, make use of your right of revocation according to clause 1, you have to bear the regular costs of the return shipment if the delivered goods correspond to the ordered goods and if the price of the goods to be returned does not exceed an amount of 40.00 Euros or if, in case of a higher price of the goods, you have not yet rendered the consideration or a contractually agreed partial payment at the time of the revocation.
- (3) In all other respects, the right of revocation shall be governed by the provisions set forth in detail in the following

Cancellation policy

Right of withdrawal

You can cancel your contract within 14 days without giving reasons in writing (eg letter, e-mail) or - if you have received the goods before the deadline - by returning them.

if the goods are delivered to you before the deadline - also by returning the goods. The time limit begins after receipt of this notification in writing, but not before receipt of the goods by the consignee (in case of recurring deliveries of similar goods not before receipt of the first partial delivery) and also not before fulfillment of our obligations to provide information; in accordance with Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB as well as our obligations in accordance with § 312g paragraph 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. The timely dispatch of the revocation or the item is sufficient to comply with the revocation period. The revocation is to be addressed to:

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82398 Polling

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Consequences of revocation

In the event of a valid revocation, the services received by both parties shall be returned and any benefits derived (e.g. interest) are to be surrendered. If you are unable to return or surrender the received goods or services or benefits (e.g. benefits of use), or are only able to return or surrender them in part or in a deteriorated condition, you must compensate us for the loss of value. You only have to pay compensation for the deterioration of the item and for any use made of it if the use or deterioration is due to handling of the item that goes beyond checking its properties and functionality. "Testing of the properties and functionality" means testing and trying out the respective goods, such as is possible and customary in a retail store. Items that can be shipped by parcel are to be returned at our risk. You have to bear the regular costs of the return shipment if the delivered goods correspond to the ordered goods and if the price of the goods to be returned does not exceed an amount of 40.00 euros or if, in the case of a higher price of the goods, you have not yet provided the consideration or a contractually agreed partial payment at the time of the revocation. Otherwise the return is free of charge for you. Items that cannot be sent by parcel post will be picked up from you. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation or the goods, for us with their receipt.

- End of cancellation policy -

(4) The right of withdrawal does not apply to distance contracts

- (a) for the delivery of goods that have been manufactured according to customer specifications or that are clearly tailored to personal needs or that are not suitable for return due to their nature or can spoil quickly or whose expiration date would be exceeded,
- (b) for the delivery of audio or video recordings or software, provided that you have unsealed the delivered data carriers.

§4 Withdrawal from the purchase contract

In addition to the right of withdrawal according to § 3, we grant the following right of withdrawal in case of an order of a propeller or a gear drive, whereby

I - For propellers is valid:

- (1) The purchase contract can be withdrawn free of charge within three days from receipt of the order confirmation. The receipt of the declaration of withdrawal by the seller is decisive.
- (2) In the event of a later cancellation, we reserve the right to invoice the pro rata costs, depending on the progress of production. The cost is based on the price list and the degree of production, e.g. propeller ready milled => 60% of total price, propeller ready to be varnished => 90% of total price,
Of course, you will receive the machined propeller sent.

II - For gear drives is valid:

The purchase contract can be withdrawn from free of charge within ten days from receipt of the order confirmation. The receipt of the declaration of withdrawal by the seller is decisive.

§5 Exchange

I - For propellers is valid:

- (1) The propellers of your order are manufactured individually for you and are unique specimens for which there is basically no return obligation exists.
- (2) If the drilling pattern is manufactured according to the customer's specifications, the exchange is excluded.
- (3) In individual cases we grant you the one-time right to test the propeller on your aircraft within 4 weeks. A right to this does not exist. If the propeller does not meet your performance requirements, you can return it to us after consultation. This is only possible if the propeller is exactly in the same condition as when it was delivered, a maximum of 4 weeks have passed since delivery, and reasons for complaint and substantiated measurement data are recorded in writing. Based on the data provided, a new propeller will be calculated, designed and manufactured for you that better meets the requirements. Should this copy also not meet your requirements, both contracting parties are free to withdraw from the purchase contract.

II - For gear drives is valid:

- (1) A right of exchange is not granted.
- (2) In the case of a return granted in individual cases, a lump sum of 500,- Euro is incurred, as the unit consisting of gearbox and engine must be completely overhauled and checked to ensure that it is free of damage. Any spare parts that may be required to restore the equipment to as-new condition will be invoiced separately.

§6 Prices / Shipping costs

- I The prices of the respective current product overview/price list apply.
- II Prices are subject to change and errors excepted.
- III When a new price list is published, the previous ones become invalid.
- IV In the case of special offers, we are bound to the prices quoted only for the period of validity stated in the offer.
- V Packaging and transport costs shall be stated separately and usually as a lump sum in the offer or invoice.
- VI Prices are quoted in euros and include the statutory german value-added tax.
- VII Prices Switzerland and non EU countries on request.

§7 Terms of payment

I - For propellers is valid:

- (1) Our products are shipped exclusively after prior payment.
- (2) Shortly before completion, you will receive an advance invoice by mail.
- (3) Immediately after payment of this invoice, the goods including the invoice in paper form will be sent.

II - For gear drives is valid:

- (1) The gear drive consists of our gearbox and purchased motor.
- (2) A down payment invoice in the amount of the engine price is issued with the order confirmation.
- (3) Immediately after settlement of this invoice, the engine is first ordered from the engine supplier and after preparation/tuning equipped with our gearbox.
- (4) Shortly before completion you will receive a preliminary invoice by mail.
- (5) Immediately after payment of this invoice, the goods including the invoice in paper form will be sent.

§8 Delivery/Delivery Dates:

- (1) Our delivery is shipped insured. We are free to choose the shipping company.
- (2) The delivery dates are stated in the offer and are only approximate.
Operational and traffic disruptions and other cases of force majeure release us from the agreed delivery period and from the obligation to complete the order.
obligation to complete the order.

§9 Eigentumsvorbehalt

The goods remain our property until full settlement of our claims.

This also applies if the delivered goods have been further processed, modified or resold to third parties.

§10 Product Modifications/Product Descriptions:

- I We reserve the right to make changes to our products for the purpose of improvement or technical progress.
- II The purchaser is therefore not entitled to withdraw from his order.
- III Drawings or photos are for information only and have no binding character.

§11 Warranty:

- I We shall be liable for material defects or defects of title of delivered items in accordance with the applicable statutory provisions, in particular §§434 ff. BGB. The limitation period for statutory claims for defects is two years and begins with the delivery of the goods.
- II If the customer makes changes to propellers, gear drives or other goods compared to the delivery condition, he loses his warranty rights.
- III For propellers, the following applies in addition:
If the drilling pattern is produced according to the customer's specifications, any warranty with regard to defects/damage attributable to the drilling pattern specified by the customer is generally excluded.
- IV The following applies additionally to gear drives:
The gearbox drive may only be operated with our propellers, since on the one hand motor/gearbox damage can occur due to incorrect motor and on the other hand, due to the design of the bore pattern, only fiber-reinforced propeller hubs may be used. Otherwise there is a risk of bursting, especially with non-reinforced propeller hubs.

§12 Maintenance recommendation for motor gear units:

For gearbox drives, it is strongly recommended to send the gearbox in for an annual inspection. The inspection includes the disassembly and cleaning of the gearbox and cam drive of the engine, inspection of the wear condition, replacement of wear parts, assembly and recorded test run.

For this we charge 300,- Euro, in this price are included new gearbox shaft seal rings, gearbox main bearing and lubricant are included.

Costs for additional spare parts will be invoiced separately.

§13 Disclaimer:

- (1) We shall be liable to you in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions.
- (2) In other cases, we shall only be liable - unless otherwise stipulated in para. 3 - in the event of a breach of a contractual obligation, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which you as the customer may regularly rely (so-called cardinal obligation), limited to compensation for the foreseeable and typical damage. In all other cases, our liability is excluded subject to the provision in para. 3.
- (3) Our liability for damages arising from injury to life, body or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.
- (4) We shall not assume any liability for damages which are attributable to changes made by the customer to the propellers, gear drives or other goods compared to the delivery condition.
- (5) The goods must be made available to us for the purpose of assessing the cause of the damage; they shall, of course, remain your property.

§14 Obligations of the customer/warnings:

I In principle, the pilot himself is responsible for his aircraft and the dangers it presents. II In his highest interest must be the maximum safety for his environment.

III - The following applies to propellers:

- (1) Rotating propellers present hazards, some of which are life-threatening, caused primarily by the high peripheral speeds.
- (2) For all propellers, the maximum permissible speeds are listed in the papers.
- (2) For all propellers, the maximum permissible speeds are listed in the papers and must not be exceeded.
- (3) These speeds are based on calculations and experience and apply to undamaged products exclusively on the engines specified by the customer when ordering.

IV - The following applies to gear drives:

- (1) The operating rules supplied with the gear drive must be followed without exception.
- (2) The pilot must act in such a way as to prevent any danger to the environment from spontaneous loss of engine power or from non-adjustable engine power.

§15 Contents of the website / Links

- I No guarantee is given for the correctness of all data on the website.
- II The website contains links to other websites. We assume no responsibility for the content of these websites, nor do we adopt the websites and their content as our own. The use is at the user's own risk.

§ 16 Copyrights

We have copyrights to all pictures, films and texts published on our website. A use of the pictures, films and texts is not permitted without our express consent.

§ 17 Applicable law and place of jurisdiction

- (1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.
- (2) If you are a merchant and have your registered office in Germany at the time of the order, the exclusive place of jurisdiction shall be the registered office of the Seller, 82398 Polling / Germany. Otherwise, the applicable statutory provisions shall apply to the local and international jurisdiction.

Above GTC is valid since May 9, 2023.

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