



Terms of Use for Business Sales via aero-supply.com

Version: January 2019

Below you will find the "Terms of Use for Business Sales via aero-supply.com". We kindly request that you read these carefully. By registering as a business seller via aero-supply.com, you agree to accept and comply with these terms of use including all annexes.

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Article 1 – Definitions

1. **aero-supply.com:** aero-supply.com is a brand name of Lowland Aerospace. Lowland Aerospace is registered in the Chamber of Commerce under number 60492678, at the address of Ridder van Montfoortlaan 4, 2391BZ Hazerswoude. Operating in the Netherlands under sales tax number: NL183089741B02.
2. **Environment:** aero-supply.com
3. **Platform:** the environment in which third parties can offer their products, falling within product categories designated by aero-supply.com, to Users.
4. **User:** every visitor to the Environment.
5. **Terms of use:** these terms of use for business sales via aero-supply.com, including all annexes and information as included on the Portal
6. **Business Seller(s):** every officially registered legal person in the locally applicable regulations such as a registration with the Chamber of Commerce and /or who has a sales tax number, has created a Sales Account, has accepted these Terms and Conditions and is accepted by aero-supply.com as a seller.
7. **Sales account:** the account created by the Business Seller in the Environment.
8. **Items:** all products and Services for which aero-supply.com has made it known that they may be offered by Business Sellers in the Environment.
9. **Customer:** A User of the Environment who proceeds to a purchase of an Item or service via the Platform.
10. **Purchase Agreement:** the agreement that is concluded between the Business Seller and a Customer due to the purchase by the Customer of an Item or service from the Business Seller via the Platform.
11. **Content:** (a part of) the specifications of Items and/or Services in the Environment, which specifications and Items may be modified by aero-supply.com at any time, including text, images and technical specifications, which aero-supply.com makes available for the benefit of the Business Sellers.
12. **Total price:** price excluding sales tax, shipping costs and, insofar as applicable, disposal contribution and all other possible governmental fees that are charged to the Customer.
13. **Lowland Aerospace Brands:** All word and image marks associated with Lowland Aerospace, as well as other distinguishing marks such as aero-supply.com, aero-repair.com and aw109-support.
14. **Fee:** the commission charged by aero-supply.com to the Business Seller on the Sale Price, consisting of a fixed and a variable component, as set out in this document.
15. **Selling price:** price including shipping costs, including any disposal contribution and/or other government levies imposed, excluding sales tax.
16. **Sales block:** the best sales position for a product in the Environment. The seller in the sales block is shown as the first seller if multiple sellers offer the same product. Only one vendor can be shown per product in the sales block.



Article 2 - Sales account

1. Every Business Seller must create a Sales Account before he can offer and sell Items on the Platform.
2. Registration as a Business Seller implies acceptance of the Terms of Use and the obligation to comply with the Terms of Use.
3. In order to be able to act as a Business Seller, the Business Seller must:
 - a. have a registration with the Chamber of Commerce and have a sales tax number if applicable in the country of the establishment of a business seller;
 - b. have an account with aero-supply.com;
 - c. have created a Sales Account in the Environment;
 - d. confirm that the Terms of Use have been accepted;
 - e. have a payment account;
 - f. have a known postal address;
 - g. have a known branch address.
4. The Business Seller is entitled to offer Items on the Platform from the creation of the Sales Account in accordance with the Terms of Use.
5. The Business Seller may only participate with a (1) brand/trade name per Sales account. If the Business Seller wishes to offer Items under multiple brands/trade names via the Platform, the Business Seller must create multiple Sales Accounts.
6. The Business Seller is fully responsible at all times for the use made of the Sales Account and for those who gain access to the Sales Account. aero-supply.com is authorized at all times for its own reasons to suspend the use of the Sales Account by the Business Seller.
7. If the Business Seller does not comply with any payment obligation towards aero-supply.com, whether or not pursuant to these Terms of Use, aero-supply.com is entitled to suspend the use of the Sales Account by the Business Vendor until this payment obligation has been satisfied.
8. The Business Seller is responsible for the accuracy of the data in his Sales Account.



Article 3 - Offer

1. The Business Seller may only offer items that:
 1. are NEW/Factory New;
 2. Have a minimum remaining shelf life of 85%;
 3. Have complete traceability to the OEM/Manufacturer
 4. Have airworthiness certificates such as FAA 8130-3/EASA F1/Transport Canada if applicable
 5. Have legally prescribed documents and labeling.
2. Aero-supply.com is solely authorized to determine which product categories and/or subcategories may be offered on the Platform and/or added to the Platform, as well as the time from which this becomes possible. Aero-supply.com is also entitled to remove product categories and/or subcategories from the selection on the Platform, without the Commercial Vendor being able to enforce any right against aero-supply.com as a result thereof. Aero-supply.com reserves the right to exclude certain Items from the product categories and/or subcategories.
3. The product categories and/or subcategories that are and/or will be opened by aero-supply.com are included on the platform, including the product categories and/or subcategories, can be unilaterally changed by aero-supply.com from time to time.
4. Aero-supply.com is free to no longer allow the Business Seller to offer certain Items on the Platform. The Business Seller will stop the offer of the relevant Item with immediate effect and keep it stopped at the request of aero-supply.com. Should the Product nonetheless be offered on the Platform, then aero-supply.com is entitled to remove the offer of the relevant Item.
5. To protect aero-supply.com and the Platform, aero-supply.com strives for a positive price perception among its Customers. That is why aero-supply.com in principle establishes a relevant market price for each item on its Platform from time to time. The relevant market price is determined on the basis of the selling price used by "relevant suppliers" outside the environment. If there are 2 - 5 relevant suppliers, the relevant market price is the second-lowest selling price by these providers. If there are > 5 relevant suppliers, the relevant market price is the second-lowest-lowest selling price by these providers. If there are ≤ 1 relevant suppliers, if this is available, the recommended price as determined by the supplier of the product (hereinafter the 'List Price') is included in the determination of the relevant market price. If there is 1 relevant provider and a List Price available, then the relevant market price is the higher of these two. If no relevant provider is available but a List Price is reached, the relevant market price is set equal to the List Price. If there is 1 relevant provider and no List Price available, then the relevant market price is the price of this provider + X (X = the amount or percentage per segment as included in column 1 of the table below, multiplied by 4). No relevant market price is determined if there are no relevant providers and no List Price is available. Aero-supply.com has the right not to display Items from the Business Vendor on the Platform if:



Total price	Relevant market price (RMP)
> RMP + € 2	€ 0 - € 10
> RMP + 20%	€ 10- € 50
> RMP + € 10	€ 50 - € 100
> RMP + 10%	€ 100 - € 600
> RMP + € 60	€ 600 - € 1000
> RMP + 6%	> € 1000

6. Aero-supply.com is entitled not to include the offer or certain information stated by the Business Seller with respect to the offer on the Platform or to remove it from the Platform if, in the judgement of aero-supply.com, it is not correct or is misleading or these terms are violated or, in the judgement of aero-supply.com, it may be harmful to the good name of aero-supply.com, the Platform or third parties.
7. The Business Seller will offer free return to Customers and therefore will not charge return costs to Customers separately with the exception of shipping fees.

Article 4 - Order and delivery

1. A User may place an order with aero-supply.com via the normal ordering process for an Item offered by the Business Seller.
2. An order for an Item offered by the Business Seller will then be processed in accordance with instructions from aero-supply.com.
3. If the Business Seller receives an order via aero-supply.com, the Business Seller is not entitled to settle the order outside of the procedure as determined by aero-supply.com.
4. The Business Seller will use the packing slip and invoice provided (digitally) by aero-supply.com to the Business Seller for sending the order. The Business Seller will print out this packing slip and make no changes to it.
5. The Business Seller will not add any documents with price information when sending an order. Documents that are necessary to safeguard "traceability" and/or airworthiness documents must be attached to the consignment. Business Seller is obliged to provide the full "traceability" and/or airworthiness documents for the Item to the customer. At the request of aero-supply.com, the Business Seller will provide these documents immediately (digitally) to aero-supply.com/Lowland Aerospace at any time.

Article 5 - Customer relationship

1. If a Customer of the Platform proceeds to the purchase of an Item offered by the Business Partner, a Purchase Agreement will be concluded between the Business Seller and the Customer. The Business Seller is obliged to use the general terms and conditions with the Client as these have been added to these Terms of Use as **Annex 1** and constitute an inseparable part hereof.
2. The Business Seller acknowledges that aero-supply.com is not and/or does not become a party to this Purchase Agreement. However, customers will have to accept the "General terms and conditions for purchasing from other sellers" before Customers can proceed to conclude a Purchase Agreement with the Business Seller via the Platform. These conditions apply between aero-supply.com and the Customer and refer to the service to be provided by aero-supply.com, being the Platform, and the use thereof by the Customer. Aero-supply.com is entitled to change the "Terms and conditions of purchasing from other sellers" from time to time.
3. The Business Seller is responsible for the proper fulfilment of the Purchase Agreement at its own expense and risk. The Business Seller acknowledges that in accordance with the provisions of these Terms of Use and the General terms and conditions of purchasing from other sellers, the Customer may turn to aero-supply.com. The Business Seller shall indemnify aero-supply.com



against any claim that a Customer institutes towards aero-supply.com as a result of the connection with the conclusion and/or execution of the Purchase Agreement.

4. The Business Seller acknowledges that aero-supply.com uses what are called 'Service Levels' listed in Annex 2 and that aero-supply.com reserves the right to block the Sales Agreement if the Business Seller does not meet these service levels. Aero-supply.com reserves the right to change service levels.
5. The Business Seller will provide aero-supply.com with the track & trace number of all Items sent by the Business Seller to enable aero-supply.com to monitor the meeting of the service levels listed in Annex 2.
6. The 'aftersales', including but not limited to customer service, guarantee and settlement of returns, is entirely at the expense and risk of the Business Seller. Communication will take place via aero-supply.com. The Business Seller guarantees that Customer's questions it receives will be answered to aero-supply.com within twenty-four (24) hours.
7. The Business Seller recognizes and accepts that Clients participate in an evaluation system (on the basis of which the Business Seller obtains what is called a 'rating') and can also write reviews about the Business Seller and place them on the Environment. Aero-supply.com has no influence on these reviews and will not censor them, unless the Business Seller demonstrates that a review is in violation of laws or regulations, public order and/or morality, is solely a product review or concerns another Business Seller, contains (a) personal data or a URL or is fraudulent. Such reviews can be removed by aero-supply.com as soon as it is aware of them.
8. The Business Seller is required to ensure that its offer and the execution of the Purchase Agreement comply with applicable laws and regulations and the General Terms and Conditions for purchasing from other sellers (of aero-supply.com, as amended from time to time). The Business Seller is not entitled to deviate from this, or to (re-) conclude the sale with a Customer outside the Platform.
9. Aero-supply.com will send Customers a confirmation by email after the Purchase Agreement has been concluded. All the contact with the customer is through aero-supply.com. The Business Seller hereby irrevocably authorizes aero-supply.com to communicate directly with the Customer on behalf of and at the expense and risk of the Business Vendor without aero-supply.com becoming a party to the Purchase Agreement.

Article 6 - Payments

1. The Business Seller pays a Fee to aero-supply.com per Item sold via the Platform, unless the Purchase Agreement is terminated by a Customer within the term as stated in the general terms and conditions included in Annex 1. The amount of the Fee consists of a fixed component of € 15 per order and a variable component of 9% of the sales value of the Item sold. The Business Seller acknowledges that aero-supply.com is entitled to unilaterally adjust the amount of the Fee twice a year. The Business Seller will be informed about this seven (7) days prior to the change taking effect.
2. Aero-supply.com will set up the Platform in such a way that Customers make payment to aero-supply.com. Aero-supply.com will collect the payments from the Customers. In principle, aero-supply.com only accepts Customers that it also accepts for the purchase of its own Items, and aero-supply.com always reserves the right not to accept Customers. As a result, the Business Seller grants aero-supply.com the irrevocable right to exercise the collection rights deriving from the Purchase Agreements in the name of aero-supply.com and to the exclusion of the Business Seller.
3. The Business Seller is not entitled to accept payments made directly by the Customer. In that case, the Business Seller will refund the amount received to the Customer and inform the Customers that payment may only be made to aero-supply.com. The Business Seller hereby accepts that a payment by a Customer to aero-supply.com releases the Customer from any obligation to pay the Business Seller.
4. The Total Price of each product offered by the Business Seller on the Platform must be equal to the Total Price for which the Business Seller offers the relevant product on its own website. If the



Customer can demonstrate that the total price of a product at the time of his purchase on the Platform is higher than the total price charged by the Business Seller on its own website, aero-supply.com will pay the Client this difference, supplemented by a goodwill compensation of five euros (€ 5.00). Aero-supply.com is entitled to recover this amount (Total price difference + goodwill compensation) from the Business Seller. The Business Seller acknowledges that for each second-hand item sold, the Customer owes a service fee for the use by the Customer on the Platform on which the purchase agreement is concluded, in the amount of € 1.99, which amount is charged to the Customer by aero-supply.com on top the purchase price is charged and which benefits aero-supply.com.

5. If a Purchase Agreement is dissolved within the period mentioned in the General terms and conditions included in Annex 1, aero-supply.com will return the payment directly to the Customer, within the period stated in those General terms and conditions. In case the Business Seller has already received payment for this Purchase Agreement from aero-supply.com, aero-supply.com is entitled to recover this amount from the Business Seller. If a Purchase Agreement is dissolved after the term stated in the General terms and conditions included in Annex 1, the Customer must contact the Business Seller directly in order to receive a payment. Aero-supply.com is not a party to this and is not involved in whether or not to refund the amount paid by the Customer and/or to exchange the relevant Item. Aero-supply.com is not obliged to compensate the Business Seller for any amount due to a Purchase Agreement that is dissolved after this period, and aero-supply.com is entitled to retain the commission.

Article 7 - Services of aero-supply.com

1. The Business Seller may be eligible for the payment of a certain amount by aero-supply.com under the guarantee scheme to compensate for the damage suffered by the Business Seller in case the Customer does not fulfil his payment obligation. It is exclusively at the discretion of aero-supply.com whether a Business Seller qualifies with regard to a particular order for the guarantee scheme and what the maximum guarantee amount is that the Business Seller will be entitled to in that case. If the Business Seller does not qualify for the guarantee scheme, the Business Seller accepts the payment risk in respect of the amount that is not covered by the possible guarantee arrangement, and aero-supply.com is never liable to the Business Seller for payment thereof.
2. The payments received by aero-supply.com will be deposited by aero-supply.com, after deduction of the Fee as stipulated in Article 6.1 of these Terms of Use and any settlement(s) in accordance with Article 7.3 of these Terms of Use, to the account number provided by the Business Seller. Payment will be made by aero-supply.com in principle once per calendar month as included in the Sales Account. Aero-supply.com creates an invoice for these payments.
3. Aero-supply.com is entitled to settle all amounts to be received by the Business Seller in accordance with these Terms of Use, or amounts receivable pursuant to any other agreement concluded with the Business Seller, such as the Terms of Use for Logistics via aero-supply.com, against the next payout of the payments received by aero-supply.com as listed in Article 6.2. Aero-supply.com may also choose to send an invoice for these amounts, which the Business Seller must satisfy within the period stated on the invoice.
4. Aero-supply.com has concluded an agreement for the delivery of Items with FedEx for the benefit of its Business Sellers, on the basis of which the Business Sellers may use the shipping service of these parties to send an Item to a Customer upon payment of a fee to aero-supply.com. If the Business Seller decides to do so, the Business Seller will conclude an agreement with FedEx, and the conditions of this party/these parties apply. The Business Seller acknowledges that aero-supply.com is not a party to this agreement. If the Business Seller makes use of this shipping scheme, aero-supply.com will charge the rates as included in the Sales Account.



Article 8 - Use of content

1. If the Business Vendor offers Items via the Platform included in the product range, called the catalogue, of aero-supply.com, then with the offer of the relevant Item of the Business Vendor on the Platform, aero-supply.com will show an image with the corresponding information, in so far as aero-supply.com has it available.
2. The Business Seller only obtains the non-exclusive non-transferable right to use the Content in accordance with these Terms of Use and solely for the purpose of selling via the Platform. The Business Seller will immediately follow all possible instructions given by aero-supply.com from time to time. The Business Seller will never use this in a misleading way or a manner that is damaging in any way for aero-supply.com. If the Business Seller makes changes to existing Content, these changes must comply with the content requirements set by aero-supply.com in this Article 8, which requirements may be changed from time to time by aero-supply.com.
3. If the Business Seller wishes to offer Items on the Platform, for which aero-supply.com has no information available, then the Business Seller must provide aero-supply.com with the required (product) information. This (product) information must comply with the content requirements set by aero-supply.com in this Article 8, which requirements may be changed from time to time by aero-supply.com.
4. The Business Seller guarantees that:
 - a. the Item Descriptions contain no references to discounts, warranty schemes, "sales pitches" or other products;
 - b. the Item Descriptions do not contain URLs to the Business Seller's own or other websites;
 - c. the images contain no discount labels, watermarks, company names and/or company logos;
 - d. the (product) information provided does not infringe the rights of third parties including, but not limited to, intellectual property rights (e.g. trademark rights and copyright);
 - e. the (product) information supplied is prepared in the English language.
5. The Business Seller hereby grants aero-supply.com a non-exclusive, transferable license to use, reproduce and publish the (product) information obtained from the Business Seller without restriction, worldwide and forever, in all media, now known or to be developed in the future. The Business Seller guarantees that it is authorized to provide this license (as needed now for in that case).
6. [Aero-supply.com](http://aero-supply.com) is at all times entitled to remove, change or modify the (product) information supplied.
7. [Aero-supply.com](http://aero-supply.com) is not obliged to use (product) information provided by Business Seller or to show this (product) information on the Platform.
8. The Business Seller must deliver the (product) information to aero-supply.com according to instructions from aero-supply.com
9. The Business Seller fully indemnifies aero-supply.com for all damage and/or costs of any kind whatsoever arising from the non-fulfilment of one or more obligations of this Article 9.



Article 9 - Privacy

1. Aero-supply.com only provides the Business Seller with the personal data of the Customers (hereafter: Customer Data) insofar as these Customer Data are necessary for the Business Seller to implement the Purchase Agreement, including the after-sales service obligations, or when the Customer has given his consent. This concerns at least the name, address and city (hereinafter: "name and address") and the telephone number if a delivery appointment has to be made.
2. The Business Seller guarantees that it will not approach the Customers in connection with the execution of the Purchase Agreement and the obligations arising from the Purchase Agreement and will never commercially exploit or use Customer Data. The Business Seller will only use the Customer Data and include them or have them included in one of its databases in order to fulfil its obligations as mentioned above and to comply with its record-keeping obligations. Even after termination of the Sales Account, the Business Seller is not entitled to commercially exploit or use Customer Data. In case of violation of the provisions of this article, the Business Seller is liable for all damage suffered by aero-supply.com.
3. The Business Seller will handle all Customer Data in accordance with all applicable laws and regulations (including but not limited to the General Data Protection Regulation).
4. Aero-supply.com does not guarantee the correctness of the (personal) data provided by Customers.

Article 10 - Guarantees and obligations

1. The Business Seller declares and warrants that it is entitled to accept these Terms of Use as well as to comply with them and to grant the rights that it hereby grants.
2. The Business Seller guarantees that:
 - only Items are offered that are in stock at the Business Seller or have a maximum delivery time of 28 calendar days;
 - ninety-eight percent (98%) of the Items are always delivered within the delivery period stated by the Business Seller on the Platform, unless the Business Seller has agreed a different delivery time with the Customer;
 - only Items in the product categories opened by aero-supply.com will be offered;
 - the Items it offers are its property; the Items and the offer are not misleading or otherwise contrary to applicable laws or regulations, it is authorized to offer these Items for sale on the Platform and to dispose of them and that the offered Items are always the original Items and not counterfeit items;
 - the offer on the Platform will comply with international laws and regulations including international sanctions and embargoes;
 - the Items function properly and have no defect;
 - the Items it offers and the (product) information it provides do not infringe any rights (such as, but not limited to, intellectual property rights);
 - the actions of the Business Seller and/or Items of the Business Seller will not damage the reputation and/or the image of aero-supply.com or the Environment;
 - it acts in accordance with the General terms and conditions for purchasing from other sellers, as well as all applicable laws and regulations;
 - it always acts in accordance with the guidelines and instructions of aero-supply.com regarding the installation and use of the Platform.



3. The Business Seller shall indemnify aero-supply.com against all claims for damages against aero-supply.com as a result of non-compliance with the guarantees of this article.
4. The Business Seller is not permitted to send advertisements along with the delivery of Items to the Customers, or otherwise to deliver commercial communications to the Customers.

Article 11 - Intellectual property rights

1. Aero-supply.com obtains the non-exclusive, non-transferable right to use the image and word mark of the Business Seller as long as the Business Seller offers Articles on the Platform, and to do so in the Environment as well as in communication and advertising in all media for the purpose of (the offer of) the Platform.
2. The Business Seller acknowledges that all (intellectual property) rights concerning the Environment, the design, the Content and all aero-supply.com Brands and logos are and remain the property of aero-supply.com and may in no way whatsoever be used by the Business Seller without the prior written permission of aero-supply.com. The Business Seller will always fully respect the intellectual property rights and all other exclusive rights of aero-supply.com and third parties.
3. The Business Seller shall under no circumstances file and/or register a trademark or domain name registration containing the element "aero-supply", "aero-supply.com" or a similar element or logo in its own name. For any use of aero-supply.com's brands and/or logos by the Business Seller, prior written approval must be obtained from aero-supply.com.

Article 12 - Termination of aero-supply.com business vendor relationship

1. Aero-supply.com is entitled not to provide a Sales Account to a Business Seller, without giving any reason, or to impose additional requirements for the provision of a Sales Account, to block an already created Sales Account or to terminate the Business Seller relationship with immediate effect. This will be the case, for example, if aero-supply.com suspects that actions violate one or more of the applicable conditions, there is fraud, the use of the Sales Account disrupts the proper functioning of the Environment of aero-supply.com or, in the judgement of aero-supply.com, may be harmful to the good name of aero-supply.com or third parties.
2. Aero-supply.com is also entitled at all times to no longer make the functionalities available for the Business Seller relationship.

Article 13 - Consequences of termination of aero-supply.com business vendor relationship

1. If the Business Seller relationship is terminated, for any reason whatsoever:
 - a. the Sales account will be blocked;
 - b. the Business Seller is no longer entitled to use the Content, the Items and the aero-supply.com brands (insofar as this right already exists).
2. The Business Seller cannot claim any compensation from aero-supply.com in connection with the termination of the Business Seller relationship by aero-supply.com, and the Business Vendor hereby waives any right to any (damage) compensation.



Article 14 - Liability

1. The Business Seller is fully responsible and liable for the use of the Sales Account.
2. The Business Seller fully indemnifies aero-supply.com for all damage and/or costs of any kind whatsoever arising from the non-fulfilment of one or more obligations deriving from these Terms of Use.
3. The Business Seller undertakes in its activities under this agreement to comply fully with the applicable privacy legislation and regulations, such as the General Data Protection Regulation, and indemnifies aero-supply.com for all damage and/or costs related to the foregoing.
4. Unless there is intent and/or gross negligence of aero-supply.com, aero-supply.com is in no way liable for damage and/or costs of any kind of the Business Seller in connection with the use of the Platform, the Sales Account, the Content and/or the Articles, such as but not limited to damage and costs resulting from the incorrect functioning of the Platform, technical malfunctions, incorrect Content Information etc.
5. In the event that the exclusion of liability as referred to in Article 14.4 is declared void in whole or in part by a competent court, or is annulled, the parties hereby now agree that aero-supply.com will in that case only be liable for the direct, demonstrable damage/costs suffered/incurred (with the exclusion of consequential/indirect damage/costs) and this liability for these direct damages/costs in total will never exceed € 500.00 (in words: five hundred euros) per year.

Article 15 - Miscellaneous

1. The Business Seller will never act as an agent or representative of aero-supply.com and in particular will not make any commitments or obligations for or on behalf of aero-supply.com. The Business Seller fully indemnifies aero-supply.com for all damage and/or costs of any kind whatsoever arising from the non-fulfilment of one or more obligations of this article.
2. The Business Seller is not entitled to transfer (part of) the Business Seller relationship to a third party, unless aero-supply.com has given its prior written permission for this.
3. Aero-supply.com is entitled at all times to change these Terms of Use. The amended Terms of Use will be in effect from the moment they are placed in the Environment. If a Business Seller then continues to use the Sales Account, it accepts the applicability of the amended Terms of Use. It is therefore advisable to consult the Terms of Use before using the Sales Account. In the event that the amended Terms of Use are not acceptable for the Business Seller, the Business Seller is entitled to terminate the Business Seller relationship.
4. If any provision of these Terms of Use should be in conflict with applicable law, this provision will be amended such that it will be in accordance with the applicable law, insofar as possible with due regard to the scope of the relevant provision.
5. The Business Seller agrees that aero-supply.com will inform it by e-mail from time to time at the email address known to aero-supply.com regarding the use and capabilities of the Platform and/or Sales Account, such as but not limited to the function and (possibly new) (application) capabilities of the Platform and/or the Sales Account (called service emails).

Article 17 - Applicable law and competent court

The Business Seller Terms and Conditions and the Business Seller relationship are exclusively governed by Dutch law, and disputes will be submitted to the competent Dutch court in Utrecht.



Annex 1 - General sales terms and conditions for business sales via aero-supply.com

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Article 1 - Definitions

In these Terms and Conditions, the following definitions are used:

1. **Additional agreement:** an agreement in which the Buyer acquires products, digital content and/or services in connection with a distance agreement, and these goods, digital content and/or services are delivered by the Entrepreneur or by a third party on the basis of an agreement between this third party and the Entrepreneur;
2. **Cooling-off period:** the period during which the Buyer may use his right of withdrawal;
3. **aero-supply.com:** Brand name of Lowland Aerospace, established in Hazerswoude, the provider of the Platform;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Continuing performance agreement:** An Agreement that extends to the delivery of goods, services and/or digital content in a given period;
7. **Sustainable data carrier:** any means, including email, that allow the Buyer or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and that makes unaltered reproduction of the stored information possible;
8. **Right of withdrawal:** The Buyer's option to cancel the distance agreement within the cooling-off period;
9. **Buyer:** the natural or legal person who enters into a Distance Agreement with the Entrepreneur.
10. **Entrepreneur:** the legal entity that offers products, (access to) digital content and/or services to Buyers remotely via the Platform;
11. **Distance Agreement:** an agreement concluded by the Entrepreneur and the Buyer within the scope of an organized system for remote selling of products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;
12. **Model form for withdrawal:** the European model form for withdrawal included in Annex I to these terms and conditions;
13. **Platform:** the platform of aero-supply.com on which Entrepreneur offers its products to Buyers;
14. **Technology for distance communication:** a means that can be used for concluding an agreement without the Buyer and the Entrepreneur being together in the same place at the same time.



Article 2 - Identity of the Entrepreneur

[Name of Entrepreneur] (name given in the Articles of Association, and trade name, where applicable);

[Business address]

[Visiting address, if different from business address];

Telephone number: **[and the time(s) at which the Entrepreneur can be reached by telephone]**

E-mail address: **[or other electronic means of communication offered to the Buyer with the same functionality as e-mail]**

KvK number:

sales tax identification number: >

If the activity of the Entrepreneur is subject to a relevant licensing system: information about the supervisory authority.

If the Entrepreneur practices a regulated profession:

- the professional association or organization with which the entrepreneur is affiliated;
- the professional title, the place in the EU or in the European Economic Area where it is awarded;
- a reference to the rules of professional practice that apply in the Netherlands and information about where and how these rules of professional practice may be accessed.

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the Entrepreneur on the Platform and to every Distance Agreement concluded between the Entrepreneur and Buyer via the Platform.
2. The text of these general terms and conditions will be made available electronically to the Buyer in such a way that it can be easily stored by the Buyer on a durable data carrier. If this is not reasonably possible, it will be indicated, before the distant agreement is concluded, how the general terms and conditions can be inspected electronically and that they will be sent free of charge at the Buyer's request, electronically or in another manner.
3. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply correspondingly, and in the event of conflicting terms and conditions, the Buyer may always appeal to the applicable provision that is most favorable to him.

Article 4 - The offer

1. If an offer is of limited duration or if certain conditions apply, these shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to make a good assessment by the Buyer possible. If the Entrepreneur makes use of pictures, these are a faithful portrayal of the products, services and/or digital content offered. Obvious errors or mistakes in the offer do not bind the Entrepreneur.
3. All offers contain such information that it is clear to the Buyer what rights and obligations are attached to accepting the offer.



Article 5 - The agreement

1. Subject to that provided in paragraph 5, the agreement is created when the Buyer has accepted the offer and fulfilled the terms and conditions set for it.
2. If the Buyer has accepted the offer electronically, the receipt of the acceptance of the offer will be confirmed electronically. As long as the receipt of this acceptance has not been confirmed, the Buyer may dissolve the agreement.
3. If the agreement is concluded by electronic means, then the Entrepreneur shall take suitable technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the Buyer can pay electronically, the Entrepreneur shall take appropriate security measures to this end.
4. Buyer must pay the purchase price to aero-supply.com, through one of the payment methods offered by aero-supply.com. Only when aero-supply.com is paid has the Buyer satisfactorily paid.
5. [Aero-supply.com](http://aero-supply.com) will, on behalf of the Entrepreneur, within the limits of the law, gather information about the Buyer's ability to fulfil the payment obligations, as well as all those facts and factors relevant to responsibly entering into the distance agreement. If on the grounds of this investigation, the Entrepreneur has sound reasons not to enter into the agreement, the Entrepreneur is entitled to refuse an order or request, supported by reasons, or to attach special terms and conditions to the fulfilment.
6. No later than upon delivery of the product or digital content, the Entrepreneur shall send the following information, in writing or in such manner that the Buyer can store it in an accessible manner on a durable data-carrier:
 - a. the terms and conditions under which and the way in which the Buyer can make use of the right of withdrawal, or a clear notification in case of the exclusion of the right of withdrawal;
 - b. the information about guarantees and service after purchase;
 - c. the price including all taxes for the product or digital content; insofar as applicable, the delivery costs; and the method of payment, delivery or execution of the distance agreement.
 - d. the requirements for termination of the agreement if the agreement has a duration of more than one year or is for an indefinite period;
 - e. if the Buyer has a right of withdrawal, the model form for withdrawal.



Article 6 - Right of withdrawal

For products:

1. The Buyer can withdraw from a purchase agreement for a product without giving reasons during a cooling-off period of 30 days. The Entrepreneur may ask the Buyer about the reason for the withdrawal but cannot require the Buyer to state the reason(s).
2. The cooling-off period referred to in paragraph 1 starts on the day the product is received by the Buyer or by a third party designated by him in advance and who is not the carrier, or,
 - a. if the Buyer has ordered multiple products from the Entrepreneur in the same order: the day on which the Buyer, or a third party designated by him, has received the last product from the Entrepreneur. Aero-supply.com may, on behalf of the Entrepreneur, provided the Buyer has been informed in a clear manner prior to the ordering process, refuse an order for several products with different delivery times.
 - b. if the delivery of a product consists of several shipments or parts coming from the Entrepreneur: the day on which the Buyer or a third party appointed by him has received the last shipment or the last part;
 - c. for agreements for the regular delivery of products during a given period: the day on which the Buyer or a third party designated by the Buyer has received the first product.

For services and digital content not delivered on a physical carrier:

3. The Buyer may dissolve a service agreement or an agreement for delivery of digital content that is not delivered on a physical carrier without a statement of reasons during at least 30 days. The Entrepreneur may ask the Buyer about the reason for the withdrawal but cannot require the Buyer to state the reason(s).
4. The cooling-off period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that are not delivered on a physical carrier in case no information is given about the right of withdrawal:

5. If the Entrepreneur has not provided the Buyer with the legally required information about the right of withdrawal or has not provided the model form for withdrawal, the cooling-off period expires twelve months after the end of the original cooling-off period in accordance with the cooling-off period established in the previous paragraphs of this article.
6. If the Entrepreneur provides the Buyer with the information intended in the previous article within twelve months after the starting day of the original cooling-off period, the cooling-off period then expires 30 days after the day on which the Buyer receives that information.



Article 7 - Obligations of the Buyer during the cooling-off period

1. During the cooling-off period, the Buyer shall handle the product and the packaging with care. He will only unpack or use the product to the extent necessary for establishing the nature, the characteristics and the function of the product. The basic principle here is that the Buyer may only handle and inspect the product and do so in such a way as not to cause any traces of use or other damage to the product and/or packaging and accompanying documentation and accessories.
2. The Buyer is only liable for the decrease in value of the product that results from the handling of the product that goes further than allowed in paragraph 1.
3. The Buyer is not liable for the decrease in value of the product if the Entrepreneur has not provided the Buyer with all legally required information about the right of withdrawal before or upon concluding the agreement.

Article 8 - Exercise of the right of withdrawal by the Buyer and the costs thereof

1. If the Buyer exercises the right of withdrawal, the Buyer reports this to the Entrepreneur within the cooling-off period by means of the model form for withdrawal.
2. The Buyer shall return the product or deliver it to (the authorized representative of) the Entrepreneur as soon as possible but within 14 days counting from the day following the notification referred to in paragraph 1. This is not needed if the Entrepreneur has offered to collect the product. The Buyer has in any case observed the return period if the product is sent back before the cooling-off period has expired.
3. The Buyer sends the product back with all delivered accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions given by the Entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal rest with the Buyer.
5. The Buyer shall bear the direct costs of returning the product. If the Entrepreneur has not reported that the Buyer has to bear these costs or if the Entrepreneur has indicated that the Entrepreneur will bear the costs, the Buyer does not bear the costs of the return.
6. If the Buyer withdraws after having first explicitly requested that the performance of a service or the supply of gas, water or electricity that is not made ready for sale be started in a limited volume or certain quantity during the cooling-off period, the Buyer shall pay the Entrepreneur an amount that is equal to the part of the obligation already performed at the time of withdrawal as compared with the full compliance with the obligation.
7. The Buyer does not bear the costs for performing services for the supply of water, gas or electricity that is not made ready for sale in a limited volume or quantity, or for the supply of district heating if:
 - a. the Entrepreneur has not provided the Buyer with the statutorily required information about the right of withdrawal, the compensation of costs in case of withdrawal or the model form for withdrawal; or
 - b. if the Buyer has not explicitly requested that the performance of the service or the supply of gas, water and electricity or district heating be started during the cooling-off period.



8. The Buyer does not bear any cost for the full or partial delivery of digital content not stored on a physical carrier if:
 - a. prior to the delivery, he has not explicitly consented to start fulfilment of the agreement before the end of the cooling-off period;
 - b. he did not acknowledge losing his right of withdrawal when giving consent; or
 - c. the Entrepreneur failed to confirm the Buyer's statement.
9. If the Buyer exercises his right of withdrawal, all additional agreements end automatically.

Article 9 - Entrepreneur's obligation in case of withdrawal

1. If the Entrepreneur makes the notification of withdrawal by electronic means possible, the Entrepreneur shall promptly send a confirmation of receipt after receipt of this notification.
2. Aero-supply.com reimburses on behalf of the Entrepreneur all payments from the Buyer, including any delivery costs charged for the returned product, immediately but within 14 days following the day on which the Buyer reports the withdrawal to the Entrepreneur. Unless the Entrepreneur offers to collect the product, the Entrepreneur may wait with the refund until having received the product or until the Buyer demonstrates that the product has been sent back, whichever occurs first.
3. Aero-supply.com uses the same payment method that the Buyer has used for reimbursement, unless the Buyer agrees to another method. The refund is free of charge for the Buyer.
4. If the Buyer has opted for a more expensive method of delivery than the cheapest standard delivery, the Entrepreneur need not reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The Entrepreneur may exclude the following products and services from the right of withdrawal, but only if the Entrepreneur clearly states this when making the offer or at any rate in a timely fashion before concluding the agreement:

1. Products or services with a price that is subject to fluctuations in the financial market on which the Entrepreneur has no influence and which may occur within the period of withdrawal;
2. Agreements that are concluded during a public auction. A public auction is defined as a sales method whereby the Entrepreneur offers products, digital content and/or services to the Buyer who is personally present or has the option of being personally present at the auction under the direction of an auctioneer and whereby the successful bidder is obliged to purchase the products, the digital content and/or the services;
3. Services agreements, after full performance of the service, but only if:
 - a. the performance was started with the Buyer's explicit prior consent; and
 - b. the Buyer has declared that he will lose his right of withdrawal as soon as the Entrepreneur has fully performed the agreement;



4. Services agreements for making accommodation available when a certain date of implementation is provided and other than for residential purposes, goods transport, services and catering;
5. Agreements related to leisure activities when a certain date or period of performance is stated in the agreement;
6. Products manufactured in accordance with the Buyer's specifications that are not produced on the basis of a Buyer's individual choice or decision or which are intended for a specific person;
7. Perishable products or products with a limited shelf life;
8. Sealed products which are for health or hygiene reasons not suitable for being returned and of which the seal was broken after delivery;
9. Products which by their nature are irreversibly mixed with other products;
10. Alcoholic beverages of which the price has been agreed upon at the conclusion of the agreement but for which the delivery can take place only after 30 days, and whose real value depends on fluctuations in the market which the Entrepreneur cannot affect;
11. Sealed audio and video recordings and computer programs for which the seals were broken after delivery;
12. Newspapers, periodicals or magazines, with the exception of subscriptions to them;
13. The delivery of digital content other than on a physical carrier, but only if:
 - a. the performance was started with the Buyer's explicit prior consent; and
 - b. the Buyer has declared that he will lose his right of withdrawal by doing so.

Article 11 - The price

1. During the period of validity stated in the offer, the prices for the offered products and/or services shall not be raised, except for price changes due to changes in sales tax rates.
2. In derogation from the previous paragraph, the entrepreneur may offer products or services for which the prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control at variable prices. This tie to fluctuations and the fact that any stated prices are target prices will be stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are permitted only if they are the result of new legislation or regulations.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the Entrepreneur has stipulated this and:
 - a. these are the result of legal regulations or provisions; or
 - b. the Buyer has the authority to cancel the agreement on the day on which the price increase takes effect.
5. All prices indicated in the offer of products or services include sales tax.



Article 12 – Performance of an agreement and extra guarantee

1. The Entrepreneur guarantees that the products and/or services comply with the agreement, with the specifications stated in the offer, the reasonable requirements of soundness and/or usability and with the statutory provisions and/or government regulations existing on the day the contract is concluded.
2. An extra guarantee extended by the Entrepreneur, the Entrepreneur's supplier, manufacturer or importer shall never limit the rights and claims that the Buyer may exercise against the Entrepreneur on the grounds of the agreement if the Entrepreneur falls short in the fulfilment of the Entrepreneur's part of the agreement.
3. "Extra guarantee" is understood to mean any commitment of the Entrepreneur, the Entrepreneur's supplier, importer or producer in which the commitment grants certain rights or claims to the Buyer that go further than legally required in case the Entrepreneur falls short in the fulfilment of the Entrepreneur's part of the agreement.

Article 13 - Delivery and execution

1. The Entrepreneur shall exercise the greatest possible care in taking and filling orders for products and for assessing requests for the provision of services.
2. The place of delivery is the address that the Buyer has made known to the Entrepreneur via the Platform.
3. With consideration of that provided in Article 4 of these General terms and conditions, the Entrepreneur shall fill accepted orders with proper speed but no later than within 30 days, unless another delivery period is agreed. If the delivery is delayed, or if an order cannot be filled or can only be partially filled, the Buyer shall be informed about this no later than 30 days after having placed the order. In such cases, the Buyer is entitled to dissolve the agreement without charge and with the right to possible damage compensation.
4. After dissolution in accordance with the previous paragraph, the Entrepreneur shall ensure that the amount that the Buyer has paid is repaid by aero-supply.com without delay.
5. The risk of damage and/or loss of products will be borne by the Entrepreneur until the time of delivery to the Buyer or a representative designated by the Buyer and made known to the Entrepreneur in advance, unless expressly agreed otherwise.



Article 14 - Continuing performance agreement: duration, termination and extension

Cancellation:

1. The Buyer may at all times cancel an agreement that was concluded for an indefinite time and that extends to the regular delivery of products (including electricity) or services, with due observance of the termination rules and subject to not more than one month's notice.
2. The Buyer may at all times cancel a contract that was concluded for an indefinite time and that extends to the regular delivery of products (including electricity) or services, with due observance of the termination rules and subject to not more than one month's notice.

The Buyer may cancel the agreements mentioned in the preceding paragraphs:

- a. at any time and not be limited to termination at a particular time or in a given period;
- b. at least in the same way as they were concluded by him;
- c. at all times with the same period of notice as the Entrepreneur stipulated for themselves.

Extension:

3. An agreement concluded for a definite period which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.
4. Notwithstanding the preceding paragraph, a contract for a definite period that extends to the regular delivery of daily, news and weekly newspapers and magazines may tacitly be renewed for specific period of three months at the most if the Buyer can terminate this extended agreement towards the end of the extension with a notice of one month at the most.
5. An agreement concluded for a definite period and which extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the Buyer may cancel it at any time with a notice of no more than one month. The notice period is no more than three months in the event of the agreement extending to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
6. An agreement with limited duration for regular introductory deliveries of daily, news and weekly newspapers and magazines (trial or introductory subscription) will not be renewed tacitly and ends automatically after the trial or introductory period.

Duration:

7. If the duration of an agreement is more than one year, the Buyer may always cancel the agreement at any time after one year with a notice of not more than one month, unless reasonableness and fairness resist the termination before the end of the agreed term.



Article 15 - Payment

1. Insofar as not otherwise provided in the agreement or additional terms and conditions, the amounts owed by the Buyer must be satisfied within 14 days after the start of the cooling-off period, or if there is no cooling-off period, within 14 days after the conclusion of the agreement. In case of an agreement to provide a service, this period starts on the day after the Buyer has received the confirmation of the agreement.
2. If an advance payment is stipulated, the Buyer cannot assert any right regarding the fulfillment of the order or service(s) in question before the stipulated advance payment has been made.
3. The Buyer has the duty to report inaccuracies in provided or stated payment details to aero-supply.com without delay.
4. If the customer has not fulfilled his payment obligation(s) in a timely manner, after aero-supply.com has brought the late payment to his attention and aero-supply.com has granted the Buyer a period of 14 days to comply with the payment obligations, after continued failure to pay within this 14-day period, the statutory interest will be owed on the outstanding amount, and aero-supply.com is entitled to charge the Buyer for any extrajudicial collection costs incurred. These collection costs amount to no more than: 15% over outstanding amounts up to € 2,500.00; 10% over the following € 2,500.00; and 5% over the following € 5000.00, with a minimum of € 40.00. [Aero-supply.com](http://aero-supply.com) may deviate from the aforementioned amounts and percentages for the benefit of the Buyer.

Article 16 - Complaints procedure

1. The Entrepreneur has a sufficiently announced complaints procedure and handles complaints in accordance with this complaints procedure.
2. Complaints about the fulfillment of the agreement must be submitted to the Entrepreneur in good time after the Buyer has noted the defects, with a full and clear description.
3. Complaints submitted to the Entrepreneur will be responded to within a period of 14 days counting from the date of receipt. Should a complaint foreseeably require a longer time for handling, the Entrepreneur shall respond within the term of 14 days with a notice of receipt and an indication of when the Buyer can expect a more detailed reply.

Article 17 - Disputes

1. Agreements between the Entrepreneur and the Buyer to which these General terms and conditions apply are exclusively governed by Dutch law.

Article 18 - Additional or deviating provisions

Additional provisions of and/or derogations from these General terms and conditions may not be to the buyer's detriment and must be documented in writing or recorded in such a way that the Buyer can store them in an accessible manner on a durable data carrier.

Annex 2 Service level for Business Sales via aero-supply.com



Quality KPIs

CCR - Customer Complaints Report Maximum of 1/month

Provider performance

A1	-	Order confirmation within 24 hours	97%
A2	-	Deliver performance based on order confirmation	97%
A3	-	Respond on time to questions from aero-supply.com	95%
B1		Delivery time - maximum 28 calendar days	

Definitions

CCR - Customer Complaint Report - Customer complaint