

**General Conditions of Sale**  
**of Air Alliance GmbH**  
**for the sale of aircraft, spare parts and accessories**  
**(hereinafter referred to as “AIR ALLIANCE”)**  
**Headquarters: Siegerland Airport, 57299 Burbach, Germany**

**CURRENT AS OF: September 2022**

**§ 1 Definitions**

- (1) **“Consumer”** is any natural person entering into a legal transaction for purposes that may be attributed to neither his/her commercial nor his/her independent professional activities.
- (2) **“Entrepreneur”** is any natural or legal person or partnership with legal capacity who, when entering into a legal transaction, acts in a commercial or independent professional capacity.
- (3) **“Customers”** can be consumers or entrepreneurs.

**§ 2 General applicability, scope of application**

- (1) These general conditions of sale (**“GCS”**) govern business relations between the Customer and AIR ALLIANCE with respect to the sale by AIR ALLIANCE of new and used aircraft. They further apply to all related services, such as the sale of accessories, components, devices or other parts of any kind, as well as to the provision of consulting services. They do not apply, however, to the completion of general maintenance and repair services by AIR ALLIANCE; such services are subject to the “General Hangar Conditions” instead.
- (2) Any and all supplies, services, offers from and contracts with AIR ALLIANCE are subject exclusively to these GCS. Unless AIR ALLIANCE and the Customer specifically provide otherwise in an individual agreement, the GCS are deemed an integral part of the contract. They also govern all future supplies and services to the Customer – even insofar as they are not expressly referenced or agreed once more.
- (3) AIR ALLIANCE does not recognize the Customer’s opposing or deviating conditions, if any, unless it expressly consents to their application in writing. These GCS apply even in the event that AIR ALLIANCE provides supplies or services to the Customer without reservation despite being aware of the Customer’s opposing or deviating conditions.
- (4) Individual agreements (e.g., in a purchase agreement) prevail over the GCS, especially in cases of conflict.

**§ 3 Offer and closing**

- (1) All of AIR ALLIANCE’s offers are subject to change and non-binding and may be revoked until a purchase agreement has been executed.
- (2) Closings as well as changes and amendments to agreements must be made in writing. Oral agreements not confirmed by AIR ALLIANCE in writing do not become an integral part of the contract.
- (3) AIR ALLIANCE staff are not authorized to enter into oral subsidiary agreements or make verbal assurances that go beyond the content of the written contract with AIR ALLIANCE.

#### **§ 4 Aircraft equipment**

- (1) Aircraft are subject exclusively to the specifications and performance details set forth in the purchase agreement, technical description and flight manual.
- (2) The values and data stated in the flight manual with respect to the performance of the aircraft (including but not limited to air speeds, operating costs, fuel consumption, dimensions and weights) are approximate values; they do not constitute agreements as to quality, warranted qualities or guarantees. AIR ALLIANCE reserves the right to adjust the aircraft's technical data if doing so is indicated in the interest of satisfying official requirements prior to the aircraft's delivery.
- (3) The licensing regulations of the Federal Republic of Germany and/or the requirements of the European Aviation Safety Agency (EASA) apply. Ensuring compliance with further or other foreign regulations is the Customer's responsibility, not an obligation of AIR ALLIANCE.
- (4) AIR ALLIANCE and/or the manufacturer expressly reserve the right to make changes in the course of the aircraft's ongoing improvement (e.g., to keep up with technological advances or to enhance flight safety) as well as to replace parts with others of equal value in the event that individual parts are not available in time.
- (5) Brochures, promotional literature, etc. published by AIR ALLIANCE or the manufacturer, along with the information contained therein, become an integral part of the contract only insofar as they are expressly incorporated therein by reference.

#### **§ 5 Purchase prices**

- (1) The purchase price agreed in the purchase agreement is a net rate and excludes statutory sales tax, where applicable. Unless agreed otherwise in the purchase agreement, the purchase price for aircraft is ex-works (Siegerland Airport).
- (2) If no sales tax was invoiced, and it is learned at a later point in time that sales tax should have been invoiced, AIR ALLIANCE may bill such sales tax to the Customer after the fact.
- (3) With respect to the aircraft, the purchase price does not include added services, such as parking, sheltering, storage, transport, packaging, delivery, training, licensing and/or registration costs. If the Customer desires such services, a separate agreement is executed.
- (4) AIR ALLIANCE is entitled to raise the purchase price stated in the purchase agreement to the purchase price in effect at the time of delivery on account of price adjustments on the part of manufacturers / suppliers (especially as a result of fluctuations in commodity prices) as well as due to changes to legislative framework conditions and provisions regarding additional prescribed aircraft equipment, provided that the delivery window between the closing and delivery equals at least four months.
- (5) The Customer's additional or change requests arising after the closing, if any, will be taken into account insofar as doing so is possible and reasonable for AIR ALLIANCE. The Customer pays any added cost, which are billed separately under a separate agreement. Absent such separate agreement, AIR ALLIANCE will not implement the Customer's additional or change requests.

## **§ 6 Terms of payment**

- (1) Payment of the purchase price, including the prices of ancillary services, is due in full at the time of aircraft delivery, at the latest. AIR ALLIANCE is entitled to demand adequate advance payments on the purchase price. The details of such arrangements are set forth in the purchase agreement.
- (2) Unless agreed otherwise, AIR ALLIANCE's invoices are due and payable in full immediately upon invoice receipt.
- (3) The Customer will be in default of payment even without a reminder from AIR ALLIANCE once 30 days have lapsed since the due date and invoice receipt, at the latest.
- (4) Payment is not deemed to have been made until AIR ALLIANCE may freely dispose of the amount in question. Where checks are accepted, payment is deemed to have been made once the check has been irrevocably redeemed.
- (5) In the event that the Customer finds itself in default, the statutory provisions governing the consequences of default of payment apply. Interest accrues on the agreed purchase price for the full duration of default at the statutory default interest rate then in effect. AIR ALLIANCE reserves the right to assert claims for further default damages.
- (6) If circumstances arise following the closing that place AIR ALLIANCE's claims for payment of the purchase price in jeopardy for reasons of the Customer's inability to pay (e.g., a petition is filed for the institution of insolvency proceedings, payments are suspended), AIR ALLIANCE may rescind the agreement pursuant to the statutory provisions on the right to refuse performance and, where applicable, subject to adequate notice (Section 321 of the Civil Code (*Bürgerliches Gesetzbuch - BGB*)). In such a case, AIR ALLIANCE is further entitled to demand additional advance payments or collateral security.

## **§ 7 Delivery dates, default and Force Majeure**

- (1) A scheduled delivery date is binding only if AIR ALLIANCE expressly designated it as such in writing.
- (2) Binding delivery dates are further contingent upon manufacturers / suppliers meeting their supply obligations vis-à-vis AIR ALLIANCE (i.e., proper and timely delivery).
- (3) AIR ALLIANCE reserves the right to postpone the delivery date by up to three months if doing so is necessary for reasons to do with production on the part of manufacturers / suppliers. In the event that equipment changes become necessary following the execution of the agreement, the delivery date may be postponed by up to six months.
- (4) In cases of non-compliance with agreed delivery and performance periods, AIR ALLIANCE is to be granted an adequate grace period for such delivery and performance. Only if such grace period is not observed can AIR ALLIANCE find itself in default – unless AIR ALLIANCE seriously and definitively refused performance. The need to allot a grace period also applies in the event that the time of delivery or completion is expressed as a calendar date. Not until such grace period has lapsed to no avail may the Customer rescind the agreement and demand damages.

- (5) Compliance with AIR ALLIANCE's obligations to effect delivery and render performance is contingent upon the Customer's timely and proper fulfillment of its own obligations. The defense as to non-fulfillment of contract is reserved.
- (6) Neither party bears liability for Force Majeure events that significantly impede the other party's contractual performance or temporarily hinder or frustrate its proper implementation of the contract. Force Majeure includes all circumstances that are beyond the parties' control and influence, such as natural catastrophes, pandemics, epidemics, energy shortages, government measures, official decisions such as official requirements or belated official acceptance, as well as blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strike, lock-out and other labor-related unrest, confiscation, embargo, import barriers and such other circumstances as may be unforeseeable, grave and not attributable to the parties and arise after the closing. Insofar as one of the parties is prevented by Force Majeure from fulfilling its contractual obligations, this is not deemed a breach of contract, and such due dates as may be determined in or on the basis of the agreement are postponed in line with the duration of the obstacle. The same applies insofar as the affected party relies on preliminary work performed by third parties, and such performance is delayed. Each party will use its best efforts to do what is necessary and reasonable in order to mitigate the scope of the consequences caused by Force Majeure. The party affected by Force Majeure will promptly notify the other party in writing of when a given obstacle begins and ends. As soon as it is clear that Force Majeure will persist for more than six months, either party may terminate the agreement by registered mail.

#### **§ 8 Notice of availability, delivery, passage of risk**

- (1) AIR ALLIANCE notifies the Customer of the completion of the aircraft in writing and makes the aircraft available for pick-up starting on the date so reported. The Customer must collect and accept the aircraft within five days of the reported date.
- (2) Generally speaking, the Customer has an obligation to collect the aircraft. The risk of the accidental demise (total loss) or accidental deterioration (damage) of the object of agreement passes to the Customer upon delivery, at the latest. Default of acceptance on the Customer's part is tantamount to delivery.
- (3) If the Customer is in default of acceptance, if it fails to assist as required or if delivery is delayed for other reasons attributable to the Customer, AIR ALLIANCE has the right to demand that it be indemnified against any resulting damage, including added expenditures (e.g., storage and parking costs).
- (4) If delivery is not effected by the Customer itself but by an agent, the latter must properly legitimize himself/herself. Otherwise, AIR ALLIANCE may refuse to consent to delivery by such agent. Any delay in delivery caused by AIR ALLIANCE's justified refusal is the Customer's responsibility. AIR ALLIANCE is entitled but not obligated to check the agent's credentials or his/her pilot license.
- (5) The risk passes to the Customer upon the delivery of the aircraft. When it collects the aircraft, the Customer will inspect it for defects and accept it. A delivery report noting any defect found is to be prepared.
- (6) In the event that the Customer detects material defects, it is entitled to refuse delivery of the aircraft until AIR ALLIANCE has removed the defects. AIR ALLIANCE will see to the defects' removal without delay.
- (7) If the Customer is in default of acceptance or if it culpably breaches other duties of assistance, AIR ALLIANCE may demand that it be indemnified against any damage

incurred to such extent, including added expenditures. Additional claims and rights are reserved. In the event of AIR ALLIANCE's rescission of the agreement, a flat amount of damages equaling 15% of the net contract price is agreed and will be set off against a possible advance payment made by the Customer. The Customer is free to furnish evidence to the effect that AIR ALLIANCE incurred no or only lesser damages. The right to assert claims for greater damages under applicable law is not affected.

## **§ 9 Retention of title**

- (1) AIR ALLIANCE retains the title to aircraft, spare parts and accessories until any and all receivables under the purchase agreement have been paid in full.
- (2) For the duration of such retention of title, the Customer must neither dispose of the aircraft, including accessories, nor contractually grant third parties the use thereof.

## **§ 10 Warranty**

### **Foundations of liability for defects**

- (1) Unless provided otherwise below, the Customer's rights with respect to material and legal defects (including incorrect delivery / underdelivery as well as improper assembly / installation or erroneous instructions) are subject to applicable law.
- (2) Liability for defects is chiefly based on the agreement entered into with respect to the quality of the object of agreement. Where no specific quality was agreed, it is to be determined pursuant to the applicable legal provision whether or not a defect is present (Section 434 (3) of the Civil Code).
- (3) For objects of purchase with digital elements or other digital contents, such digital contents must be provided and, where applicable, updated by AIR ALLIANCE only insofar as an agreement as to quality pursuant to paragraph 2 expressly so indicates. AIR ALLIANCE assumes no liability for public statements made by manufacturers and other third parties to such extent.
- (4) AIR ALLIANCE does not provide the Customer with warranties in the legal sense. Manufacturers' warranties are not affected thereby. The Customer is free to assert claims under such warranties directly in relations with the manufacturer.

### **Notice of defect**

- (5) For the Customer, which is simultaneously an entrepreneur and a merchant for purposes of commercial law, to assert warranty claims, it must have fulfilled its duties to examine and report defects under applicable law (Section 377 of the Commercial Code).

### **No warranty liability**

- (6) In the event that the aircraft, spare parts or accessories are not operated, serviced and/or stored in accordance with the requirements, instructions and processes concerning operation, service, maintenance and storage of AIR ALLIANCE and, where applicable, the manufacturer of a given component, or if work on the aircraft is performed by non-authorized third parties, any and all warranty claims are excluded. The burden of proof lies with the Customer. The performance of maintenance measures is restricted to qualified service personnel meeting applicable statutory provisions as well as properly licensed maintenance facilities.

- (7) The Customer is obligated to use only approved components, spare parts and accessories for the aircraft. If the Customer operates the aircraft and/or its components using spare parts or accessories that were not approved, any claim under this warranty lapses upon the installation of such parts. AIR ALLIANCE's liability for damages of any kind in connection with defects, incidents and accidents caused by such non-approved parts is excluded to the extent permitted by law.
- (8) Warranty claims are further excluded insofar as the Customer or the current operator fails to keep complete records of the aircraft's operation and maintenance and/or to make such records available to AIR ALLIANCE.
- (9) This warranty does not convey a claim for ongoing upgrades and/or other improvements of the aircraft, spare parts or accessories. Likewise, it does not convey a claim for participation in special initiatives and campaigns on the part of AIR ALLIANCE or individual manufacturers; participation is subject to the rules provided with such initiatives and campaigns.
- (10) Any and all claims under this warranty are excluded with respect to defects of the aircraft, its individual components, spare parts, accessories or materials that arise as a result of improper treatment or non-compliance with maintenance and operating rules, natural wear and tear, uncommon tear or an accident (e.g., surface separation and/or damage due to falling rocks, ice or bird impact, or damage to interior trim, rubber seals, aircraft paint).

#### **Scope of warranty liability**

- (11) Where complaints based on defects are justified, the defect is removed by restoring the aircraft, spare part or accessory to its airworthy condition. In this respect, AIR ALLIANCE reserves the right to substitute parts that are to be replaced for repaired, refurbished or, where applicable, new parts, provided that the spare part, at a minimum, offers the same qualities and remaining useful life as the defective replaced part.
- (12) As a rule, defects are removed at Siegerland Airport. In cases in which AIR ALLIANCE must render performance at the Cologne / Bonn airport, defects are removed at the Cologne / Bonn airport as a rule. AIR ALLIANCE may, at its option, see to the removal of defects itself or task an authorized service center or third-party contractor with doing so.
- (13) The Customer must give AIR ALLIANCE the time and opportunity needed to render any remedial performance owed and, in particular, will deliver, for testing purposes, the object of purchase with which it found fault.
- (14) Provided that a defect is actually present, AIR ALLIANCE bears the expenditures needed for purposes of testing and remedial performance, including transport, road charges, labor and material costs, along with the costs of deinstallation and installation. In the event that a demand made by the Customer for the removal of defects is revealed to be unjustified, AIR ALLIANCE may demand that the Customer reimburse it for any resulting costs if the latter knew or should have known about the defect's absence.
- (15) If remedial performance is unsuccessful or an adequate grace period to be set by the Customer has lapsed to no avail or may be dispensed with under applicable law, the Customer may, at its option, demand rescission or abatement to the extent provided by

law. However, the Customer does not hold a right of rescission in cases of a minor defect.

- (16) The Customer's claims for damages or the reimbursement of expenditures incurred in vain on account of a defect cannot be asserted until remedial performance has been unsuccessful. At any rate, claims for damages are available only as provided in § 11; otherwise, such claims are excluded.

### **Warranty period**

- (17) If the Customer is a consumer, the warranty period for claims based on material and legal defects equals two years from delivery. With respect to used aircraft, used spare parts or used accessories, the warranty period equals one year from delivery.
- (18) If the Customer is an entrepreneur, the warranty period for claims based on material and legal defects equals one year from delivery. With respect to used aircraft, used spare parts or used accessories, liability for defects is excluded.

### **§ 11 AIR ALLIANCE's liability**

- (1) Unless these GCS, including the below provisions, do not provide otherwise, AIR ALLIANCE bears liability in cases of violations of contractual and extracontractual obligations as prescribed in the pertinent statutory provisions.
- (2) Irrespective of legal grounds, AIR ALLIANCE is liable for damages in cases of willful misconduct or gross negligence on the part of AIR ALLIANCE, its legal representatives or (vicarious) agents. In cases of ordinary negligence on the part of AIR ALLIANCE, its legal representatives or (vicarious) agents, AIR ALLIANCE bears liability only with respect to
- a. damages from injuries to life, body or health; and
  - b. damages from violations of a material contractual obligations. Material contractual obligations are those the fulfillment of which (i) is what allows the contract to be properly implemented and (ii) the Customer may – and does – rely upon. In such a case, however, AIR ALLIANCE's liability is limited to such damage as may be foreseeable and typically encountered.
- (3) The limitations of liability flowing from § 11 para. 2 do not apply insofar as AIR ALLIANCE fraudulently concealed a defect or warranted the goods' quality. The same applies to the Customer's claims under the Product Liability Act (*Produkthaftungsgesetz - ProdHG*).
- (4) The Customer may rescind or terminate the agreement on account of a breach of duty other than a defect only if such breach of duty is attributable to AIR ALLIANCE. In all other respects, the requirements and legal consequences prescribed by law apply.
- (5) The foregoing exclusions and limitations of liability apply to the same degree for the benefit of the legal representatives, staff and other (vicarious) agents of AIR ALLIANCE.

### **§ 12 Set-off, right of retention**

- (1) The Customer is entitled to set off against AIR ALLIANCE's claims only if its own claims have been effectively established or are undisputed. However, the Customer may also set off against AIR ALLIANCE's claims if it asserts claims based on defects or counterclaims under the same purchase agreement.

- (2) The Customer may exercise a right of retention only if its counterclaim is based on the same purchase agreement.

### **§ 13 Data protection**

- (1) AIR ALLIANCE stores the data and information recorded as part of the initiation of business and needed to implement the contract. AIR ALLIANCE is entitled to process such data and information.
- (2) Subject to applicable data-provision provisions, AIR ALLIANCE may also pass the data and documents on to third parties for purposes of the implementation of the contract, provided that doing so serves contract processing or helps to secure AIR ALLIANCE's legitimate interests.
- (3) In all other respects, reference is made to the "NOTES ON DATA PROTECTION AND DATA PROCESSING" following these GCS.

### **§ 14 Applicable law, place of performance, legal venue, notice on consumer arbitration**

- (1) These GCS and all legal relations between AIR ALLIANCE and the Customer are subject to the substantive law of the Federal Republic of Germany, to the exclusion of the conflict-of-law rules as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) In cases of doubt, the place of performance is AIR ALLIANCE's headquarters at Siegerland Airport.
- (3) Insofar as the Customer is a business, legal entity under public law or public-law special fund, the exclusive – even international – legal venue for all disputes arising from or in connection with the contractual relationship is Frankfurt am Main. However, AIR ALLIANCE is entitled to file suit in the Customer's *forum generale* as well.
- (4) AIR ALLIANCE is neither willing nor obligated to participate in an arbitration proceeding before a consumer arbitration panel.

### **§ 15 Final provisions**

- (1) All agreements entered into between AIR ALLIANCE and the Customer for the purpose of the implementation of the contract must be recorded in writing. Changes to this agreement must likewise be made in writing. This also applies to a suspension of the requirements as to written form. The written form for purposes of these GCS includes the written as well as the text form (e.g., letter, email, facsimile).
- (2) If and to the extent that contractual documents, attachments, GCS or other records are translated into foreign languages, be it wholly or in part, the German version prevails in cases of dispute.
- (3) The Customer cannot assign rights or claims to third parties unless AIR ALLIANCE expressly consented thereto in writing.
- (4) If a provision of these GCS or a provision under other agreements is or becomes ineffective, the remaining provisions or agreements continue in full force and effect. The ineffective or void provision is deemed to have been replaced by such provision as may best approximate the economic meaning and purpose of the ineffective or void



provision to the extent permitted by law. The foregoing provision applies accordingly to regulatory gaps.

## PRIVACY AND DATA PROTECTION NOTICE

The EU General Data Protection Regulation (GDPR), which entered into force on 25 May 2018, is a Regulation of the European Union, which harmonises the rules for the publication of personal data by private organisations and public agencies in the EU. It is intended to ensure that personal data is protected throughout the entire EU. Personal data, as defined in this privacy notice, means all information that is capable of identifying you. We take the protection of personal data very seriously. We will only process your personal data in conformity with the relevant statutory data protection requirements. This particularly includes data concerning our contractual relationship that are to be collected on the basis of the law or a contractual agreement.

### 1. Name and contact data of the data controller and the company data protection officer

This privacy notice applies to the data processing by:

Controller: Air Alliance GmbH, Werfthalle G1, Flughafen Siegerland, D-57299 Burbach, Germany, Email: [info@air-alliance.de](mailto:info@air-alliance.de), Phone: +49 (0) 27 36 / 44 28-0, Fax: +49 (0) 27 36 / 44 28-50, Website: <https://air-alliance.de>

The Data Protection Officer of Air Alliance GmbH is Ms Dagmar Imhof, who is available under the contact details stipulated below:

Hees GmbH  
Friedrich-Wilhelm-Str. 148  
57074 Siegen  
[dagmar.imhof@hees.de](mailto:dagmar.imhof@hees.de)

### 2. Collection and storage of personal data

We will process personal data, which we receive from you or other data subjects in the course of our business relationship or during the acquisition of business. Additionally, insofar as this is required to provide our services, we process personal data that we legally obtain from publicly available sources (e.g. aircraft registers, record of debtors, register of companies, firms or associations, press, Internet) or which are legitimately transferred to us from other enterprises of the Air Alliance Group or by other third parties (e.g. a credit agency).

We will generally collect the following personal data:

- Personal details (title, first name, last name)
- For legal entities, we will additionally collect the company number, the registered court and the register number as well as the VAT identification number
- Email address
- Address or other contact data
- Telephone number (landline and/or mobile) and fax number
- Nationality

Furthermore, this may also include data that are necessary for the performance of the contract or to carry out pre-contractual measures. For example, these may include order data (e.g. payment transaction), data from the performance of our contractual obligations (e.g. sales data during transactions) and information regarding your financial situation (e.g.

creditworthiness data, scoring or rating data) and other data that are comparable to the above categories.

### **3. Purpose of the data processing and the legal basis**

We will process personal data in conformity with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (*Bundesdatenschutzgesetz/ BDSG*)

#### **a) to meet our contractual obligations (Art. 6 (1) (b) GDPR)**

The data is primarily processed,

- to be able to identify you as our (potential) contracting partner;
- to fulfil mutual contractual obligations or to be able to carry out necessary pre-contractual measures;
- for the purposes of communicating with you and
- for invoicing.

The data is processed at your request and in accordance with Art. 6 (1) 1st sentence (b) GDPR, it is necessary for the above purposes, for the performance of a contract to which you are party or in order to take steps prior to entering into the contract.

#### **b) for the purposes of the legitimate interests (Art. 6 (1) (f) GDPR)**

Where necessary, we may process your data beyond the actual performance of the contract for the purposes of the legitimate interests pursued by us or by a third party.

Examples include:

- Consultation with and sharing of data with credit agencies (e.g. SCHUFA) to determine creditworthiness and/or default risks;
- Advertising, market and opinion research, insofar as you have not objected to the use of your data,
- Establishment of legal claims and defence of legal disputes;
- Guaranteeing the safety of our IT and our IT operations;
- Measures to control the business and for the further development of services and products.

#### **c) based on your consent (Art. 6 (1) (a) GDPR)**

Insofar as you have given us consent to process personal data for specific purposes (e.g. photographs during events, newsletter dispatch), the lawfulness of this processing exists on the basis of your consent. Your consent can be withdrawn at any time. The withdrawal of consent will only take effect in the future and shall not affect the lawfulness of the data processed before the withdrawal.

### **4. Storage and erasure of the data**

We will process and store your personal data as long as this is necessary to meet our contractual and legal obligations.

If the data are no longer required for the performance of our contractual or legal obligations, they will be regularly erased, unless the - limited - further processing is necessary for the following purposes:

- To comply with retention duties under commercial and tax law, which may arise under the German Commercial Code (*Handelsgesetzbuch/ HGB*) or the Tax Code (*Abgabenordnung/ AO*). The predetermined retention and/or documentation periods are generally two to ten years.
- To preserve evidence during the statutory limitation periods. In accordance with sections 195 et seqq. German Civil Code (*Bürgerliches Gesetzbuch/ BGB*), these statutory limitation periods may be up to 30 years, whereas the standard limitation period is 3 years.

## **5. Transfer of data to third parties**

A transfer of your personal data to third parties will not be made for any other purposes than those listed in the following.

Insofar as this is necessary, in accordance with Art. 6 (1) GDPR, for the performance of the contract with you, your personal data will be transferred to third parties. These particularly include service providers or contracting partners, which we use during commissioned data processing. Thus, the legal basis of the processing and the provision of your personal data is that the processing is necessary for the performance and implementation of the contract

Insofar as service providers are not acting on our behalf in the context of commissioned data processing, for instance craftsmen and other specialized companies, the legal basis of the transfer of the personal data is that the services of third parties are necessary to ensure the optimised and efficient performance of the contract with you and/or to comply with our contractual duties.

Other data recipients may include agencies for which you have given consent to the data transfer or where the transfer of personal data is lawful for the purposes of legitimate interests.

## **6. Rights of data subjects**

You have the right:

- in accordance with Art. 7 (3) GDPR, to withdraw your consent to the processing of personal data at any time. This has the consequence that we will no longer be allowed to continue the data processing based on this consent in the future;
- in accordance with Art. 15 GDPR, to obtain from us information about the personal data concerning you that is being processed. In particular, you may obtain information about the purposes of processing, the categories of personal data concerned, the categories of recipients to whom the personal data have been or will be disclosed, the envisaged period for which the personal data will be stored, the right to request rectification or erasure of personal data or restriction of processing of personal data or to object to such processing, the right to lodge a complaint; where the personal data are not collected by us, any available information as to their source and the existence of automated decision-making, including profiling and, if applicable, the significance of such processing;
- in accordance with Art. 16 GDPR, to obtain from us without undue delay the rectification of inaccurate personal data concerning you or to have incomplete personal data completed;

- in accordance with Art. 17 GDPR, to obtain from us the erasure of personal data concerning you, unless the processing is necessary for exercising the right of freedom of expression and information, for compliance with a legal obligation, if it is in the public interest or if it is necessary for the establishment, exercise or defence of legal claims;
- in accordance with Art. 18 GDPR, to obtain from us restriction of processing of personal data concerning you if you have contested the accuracy of the personal data, the processing is unlawful but you oppose the erasure of the personal data and we no longer need the personal data but you require them for the establishment, exercise or defence of legal claims, or if you have objected to processing pursuant to Article 21 GDPR;
- in accordance with Art. 20 GDPR, to obtain from us personal data concerning you, which you provided to us in a structured, commonly used and machine-readable format and you have the right to transmit those data to another controller, and
- in accordance with Art. 77 GDPR, to lodge a complaint with a supervisory authority. Generally, you can contact the supervisory authority competent for your habitual residence or place of work or our registered offices for this purpose.

## **7. Specific right to object**

In accordance with Art. 6 (1) 1st sentence (e) GDPR (processing is necessary in the public interest) and Art. 6 (1) 1st sentence (f) GDPR (data processing for the purposes of the legitimate interests), you have the right to object to the processing of your personal data at any time, if there are compelling reasons based on your specific situation.

If you object, we will not continue to process your personal data unless we can substantiate legitimate interests for the processing, which will prevail over your interests, rights and liberties, or if the processing is necessary for the establishment, exercise or defence of legal claims.

If you would like to use your right to object, please send an email to info [@air-alliance.de](mailto:info@air-alliance.de).

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