

**General Terms and Conditions for the Supply of Goods and Services**  
**of Air Alliance GmbH**  
**(hereinafter referred to as "AIR ALLIANCE")**  
**Headquarter and registered office: Siegerland Airport, 57299 Burbach**

**STATUS: 19 May 2021**

**§ 1 Definitions**

- (1) **"Consumer"** means natural persons to whom the purpose of the legal transaction is not attributable to any commercial, self-employed or freelance activity.
- (2) **"Entrepreneur"** means natural or legal persons or partnerships vested with legal capacity who/which enter into legal transactions for commercial, self-employed or freelance purposes.
- (3) **"Customers"** can be consumers or entrepreneurs.

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

- (1) These General Terms and Conditions for the Supply of Goods and Services ("**GTCs**") govern the business relationship between the Customer and AIR ALLIANCE for all goods and services provided by AIR ALLIANCE, regardless of the location from which they are provided. They apply in particular to such transactions relating to aircrafts, their components, devices or any other parts.
- (2) All supplies, services, offers, quotations, order confirmations, agreements and contracts of AIR ALLIANCE are exclusively subject to these GTCs. The latter are incorporated into the contract unless Air Alliance and the Customer stipulate otherwise in a separate written agreement. The General Terms & Conditions also apply to all future supplies and services to the Customer, even if they are not expressly reiterated or agreed.
- (3) AIR ALLIANCE does not accept terms and conditions of the Customer conflicting or deviating from those set by AIR ALLIANCE, unless the application of such terms and conditions has been expressly approved by AIR ALLIANCE in writing. These General Terms and Conditions also apply if AIR ALLIANCE supply goods or services to the Customer unconditionally while being aware of the Customer's conflicting or deviating conditions.

**§ 3 Offer and conclusion of a contract**

- (1) All offers from AIR ALLIANCE are subject to change and non-binding in nature and may be revoked up to the date of contract conclusion. The contract is deemed concluded once the Customer has accepted the offer by way of a written declaration of acceptance or by signing the contract.
- (2) If the Customer's enquiry is not based on an offer from AIR ALLIANCE, AIR ALLIANCE is entitled to accept the contract offer contained in the Customer's enquiry within two weeks of receipt. The contract is deemed concluded once AIR ALLIANCE has issued a written order confirmation or if it is clear to the Customer that the contractual supply of the goods or services by AIR ALLIANCE has already commenced.
- (3) The contract conclusion is subject to the correct and prompt delivery by the sub-suppliers of AIR ALLIANCE.

- (4) The object of the contract is at all times the supply or the service, as described by AIR ALLIANCE in the order confirmation or the offer. Other or more extensive characteristics or qualities as well as any exceeding purpose of use or other conditions of performance of the contract are only deemed to have been agreed if and when expressly confirmed by AIR ALLIANCE in writing. Brochures, advertising materials etc. issued by AIR ALLIANCE or the manufacturer as well as the information contained therein will only become the subject of the contract if they have been expressly included in the contract.
- (5) Drawings, illustrations, measurements, weights and other performance data are only binding in nature if this has been expressly agreed in writing. AIR ALLIANCE may deviate from performance specifications to the extent reasonable for the Customer at any time without prior notice. Under no circumstances will AIR ALLIANCE be bound in cases of manifest errors.
- (6) AIR ALLIANCE staff is not authorised to enter into oral subsidiary agreements or to give oral representations beyond the content of the written contract with AIR ALLIANCE.

#### **§ 4 Prices, compensation**

- (1) Unless stipulated otherwise, AIR ALLIANCE will be bound to the prices contained in its offers for a period of 30 days from the date thereof. Otherwise, the prices stated in AIR ALLIANCE's order confirmation apply. Additional supplies and services will be charged separately.
- (2) If sales tax was not charged and it subsequently turns out that sales tax should have been charged, AIR ALLIANCE will be entitled to recover the sales tax from the Customer.
- (3) Unless otherwise agreed with the Customer, and subject to § 4 (4), all prices are deemed ex Siegerland Airport. If services are provided outside of Siegerland Airport, an additional fee will be charged. The Customer must bear any travel costs to Siegerland Airport or to any other place of handover.
- (4) If the service is to be provided by AIR ALLIANCE at Cologne-Bonn Airport, all prices are ex Cologne-Bonn Airport. If services are provided outside Cologne-Bonn Airport, an additional fee shall be charged for this. The customer shall bear any travel costs to Cologne-Bonn Airport or to any other transfer location.
- (5) The deduction of a discount requires a separate written agreement.

#### **§ 5 Terms of payment**

- (1) AIR ALLIANCE is entitled to demand a reasonable advance payment or to issue adequate partial invoices at any time.
- (2) Unless otherwise agreed, AIR ALLIANCE's invoices are due and payable immediately upon issuance, with no discounts.
- (3) The Customer will be deemed to be in default of payment at the latest after 30 days from the due date and receipt of invoice. The default will not require a separate reminder from AIR ALLIANCE.
- (4) Payment is deemed to have been made once AIR ALLIANCE can freely dispose of the amount. In the event that cheques are accepted, the payment is not deemed to have been made until the cheque has been fully paid.

- (5) AIR ALLIANCE is entitled, even in the presence of conflicting terms on the part of the Customer, to first set off payments against his or her older debts. AIR ALLIANCE will inform the Customer about the type of set-off applied. In the event that AIR ALLIANCE has already incurred costs and/or interest, it may apply payments first to such costs, then to any interest and finally to the principal debt.
- (6) In the event that the Customer falls behind on a payment that is due, the statutory provisions governing the consequences of a default in payment will apply. All claims are payable immediately unless the Customer can prove that the delay in payment is not attributable to him. AIR ALLIANCE is entitled to charge damages for delay and, after the lapse of an allotted grace period, revoke the agreement.
- (7) If circumstances that may jeopardise the purchase price or remuneration claims on part of AIR ALLIANCE, as a result of the Customer's lack of ability to perform (e.g. petition for the commencement of insolvency proceedings, cessation of payment) are revealed after the contract conclusion, AIR ALLIANCE is entitled to revoke the contract, in accordance with the statutory provisions on the refusal of performance and - if necessary, subsequent to an allotted grace period - (section 321 German Civil Code (BGB)). In this case, AIR ALLIANCE will additionally be entitled to demand advance payments or security payments.

## **§ 6 Delivery and performance periods, delivery and default damages**

- (1) The delivery and performance periods for the supply of goods and services are primarily found in the order confirmation and may also be stated in the offer. They are non-binding in nature and should be considered as expected dates. Binding deadlines are subject to separate written agreements. The commencement of the delivery and performance period for the supply of goods and services requires the clarification of all technical questions.
- (2) AIR ALLIANCE is not responsible and bears no liability for delays in delivery and performance due to Force Majeure or events that more than just temporarily make AIR ALLIANCE's ability to perform the contract significantly difficult or impossible, including but not limited to strike, lock-out, official directives, etc., including if and when these occur at suppliers of AIR ALLIANCE or at their sub-suppliers, even if binding deadlines were established. In the presence of Force Majeure or such event, AIR ALLIANCE is entitled to postpone delivery or performance for as long as such hindrance persists, plus reasonable start-up time, or to (partially) revoke this contract. The Customer may in these cases terminate the agreement only if and when the Customer can no longer reasonably be expected to wait. In these cases, the liability of AIR ALLIANCE is excluded.
- (3) In the event that the estimated date of the delivery and performance of the goods and services is not observed, AIR ALLIANCE is first to be allotted a reasonable grace period to render delivery or performance. Only upon the lapse of such grace period AIR ALLIANCE may find itself in default – unless it has seriously and definitively refused performance. The need to allot a grace period also applies if a specific calendar date was set for delivery or completion. Only after such grace period has lapsed without results is the Customer entitled to revoke the contract and claim damages. In this case, AIR ALLIANCE is entitled to charge any deliveries and services rendered to date, if and to the extent that these are of any economic use to the Customer.
- (4) The compliance with AIR ALLIANCE's obligation to discharge its duties of delivery and performance is contingent on the prompt and proper satisfaction of the Customer's obligations. AIR ALLIANCE reserves the right to claim non-performance.

- (5) AIR ALLIANCE is entitled to render partial deliveries and partial performance of goods and services, unless the Customer would be unreasonably disadvantaged thereby.
- (6) In the event that the Customer defaults on acceptance or culpably violates other duties of cooperation, AIR ALLIANCE is entitled to demand indemnification for any damages incurred as a result, including added expenditure. Further claims or rights are reserved. In the event that AIR ALLIANCE revokes the contract, damages amounting to 15% of the net purchase price are deemed as agreed and may be set off against down payments made by the Customer, if any. The Customer is free to furnish proof to the effect that AIR ALLIANCE suffered no or lesser damages. The assertion of a higher statutory claim for damages is not affected.

## **§ 7 Transfer of risk**

- (1) In principle, it is the Customer's obligation to collect the merchandise (aircraft) at the domicile of the debtor. The risk of accidental demise (total loss) or accidental deterioration (damage) of the object of the contract passes to the Customer as soon as the object of the contract is readied for collection by the Customer at Siegerland Airport as per agreement or, if the place of performance for AIR ALLIANCE is Cologne/Bonn Airport, at Cologne/Bonn Airport. If acceptance has been agreed, the passage of risk is based on this acceptance.
- (2) In the presence of a delivery agreement, the risk will be transferred to the Customer upon handover of the object of contract to the person performing the carriage, irrespective of whether the delivery is made by AIR ALLIANCE, the Customer or by third parties.
- (3) In the event that the handover is delayed for reasons attributable to the Customer, or if the Customer defaults on acceptance, the risk will be transferred to the Customer as soon as the goods in question are ready for collection. In this case, the Customer will also bear the costs required for additional expenditure (e.g. storage and standing costs).
- (4) Claims, which AIR ALLIANCE may be entitled to against external third parties, due to the demise or deterioration of the object of contract, will be assigned at the request of the Customer.
- (5) If the acceptance or handover is not effected by the Customer himself but by an agent, the agent must present relevant authorisation. Otherwise, AIR ALLIANCE may refuse the acceptance or the handover by the agent. Any delays in the acceptance or handover as a result of a justified refusal will be attributable to the Customer. AIR ALLIANCE is entitled, but not obligated, to examine the agent's authorisation or his pilot's license.

## **§ 8 Warranty**

- (1) Liability for defects is mainly based on the agreement entered into with respect to the condition of the goods.
- (2) AIR ALLIANCE does not give any legal warranties to the Customer. Manufacturer's warranties will not be affected. The Customer is free to assert claims under such warranty certificates directly against the manufacturer.
- (3) Minor instances of deviation from contractual specifications that do not materially affect the use of the object of contract cannot render the goods non-compliant and must not give rise to objections.
- (4) Furthermore, claims under warranty are excluded for regular wear and tear, force majeure, improper or incorrect handling, modifications made by the Customer or third

parties or as a result of non-compliance with statutory regulations or technical instructions.

(5) Warranty to Consumers:

- a. If the Customer is a Consumer, AIR ALLIANCE will be liable for defects in deliveries and services, in accordance with the statutory provisions, unless otherwise stipulated in the following.
- b. In the event of a justified and prompt notice of defects, the defects will be remedied by subsequent performance or subsequent delivery.
- c. Remedial action will generally be performed at Siegerland Airport. In cases where AIR ALLIANCE has to provide its service at Cologne/Bonn Airport, a rectification of defects shall in principle be carried out at Cologne/Bonn Airport. However, in exceptions, AIR ALLIANCE is entitled to perform remedial action itself or to instruct a third party to perform it at the site of the defect.
- d. The Consumer must give AIR ALLIANCE the necessary time and opportunity to provide the owed subsequent performance, and must, in particular, hand over the defective goods for the purpose of inspection. In the event of a substitute delivery, the Consumer must return the defective goods to AIR ALLIANCE in accordance with the statutory provisions.
- e. AIR ALLIANCE will bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, labour costs, road toll costs and costs for materials, including dismantling and installation costs, if a defect actually exists. In the event that it turns out that a Customer's demand for remedial action is unjustified, AIR ALLIANCE may claim reimbursement for costs incurred from the Consumer, if the Consumer was or should have been aware that the defect did not exist.
- f. If the subsequent performance has failed, or if a grace period allotted by the Consumer for the subsequent performance has failed, or can be waived in accordance with the statutory provisions, it will be at the Consumer's discretion to either revoke the contract or to demand a reduction to the extent permitted by law. However, in the event of a minor defect, there is no right of rescission.
- g. The general limitation period for claims arising from defects in quality and defects in title is two years from the transfer of risk. For the delivery of used goods, it is one year from the transfer of risk. As far as an acceptance is agreed, the relevant limitation period commences upon acceptance.
- h. Claims of the Consumer for compensation and/or reimbursement of wasted expenditure will only exist in accordance with section 12 and are otherwise excluded.

(6) Warranty for Entrepreneurs:

- a. If the Customer is an Entrepreneur, AIR ALLIANCE will be liable for defects in deliveries and services in accordance with the statutory provisions unless otherwise stipulated in the following.
- b. If the Entrepreneur is a merchant as defined by commercial law, the Entrepreneur's claims for defect require that he has complied with his statutory obligations to inspect the goods and give notice of a defect (section 377, 381 German Commercial Law (HGB)).
- c. In the event of justified and promptly claimed notices of defects, the defects will be remedied by subsequent performance or subsequent delivery at the discretion of AIR ALLIANCE.
- d. Remedial action will generally be performed at Siegerland Airport. In cases where AIR ALLIANCE has to provide its service at Cologne/Bonn Airport, remedial actions shall in principle be carried out at Cologne/Bonn Airport. However, in

- exceptions, AIR ALLIANCE is entitled to perform remedial action itself or to instruct a third party to perform it at the site of the defect.
- e. The Entrepreneur must give AIR ALLIANCE the necessary time and opportunity to provide the owed subsequent performance, and must in particular hand over the defective goods for the purpose of inspection. In the event of a substitute delivery, the Entrepreneur must return the defective goods to AIR ALLIANCE in accordance, with the statutory provisions.
  - f. The subsequent performance does not include the dismantling of the defective item or the reinstallation, if AIR ALLIANCE was not originally obliged to install the item.
  - g. AIR ALLIANCE will bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, road toll costs, labour costs and costs for materials (not: dismantling and installation costs), if a defect actually exists. In the event that it turns out that the Entrepreneur's demand for remedial action is unjustified, AIR ALLIANCE may claim reimbursement for costs incurred from the Entrepreneur, if the Entrepreneur was or should have been aware that the defect did not exist.
  - h. If the subsequent performance has failed or if a grace period allotted by the Entrepreneur for the subsequent performance has failed or can be waived in accordance with the statutory provisions, it will be at the Entrepreneur's discretion to either revoke the contract or to demand a reduction to the extent permitted by law. However, in the event of a minor defect, there is no right of rescission.
  - i. The general limitation period for claims arising from defects in quality and defects in title is one year from the transfer of risk. As far as an acceptance is agreed, the relevant limitation period commences upon acceptance.
  - h. Claims of the Entrepreneur for compensation and/or the reimbursement of wasted expenditure will only exist in accordance with section 12 and are otherwise excluded.
  - k. Liability for defects of used items is excluded.

## **§ 9 Retention of title, lien and right of retention**

- (1) If the Customer is a Consumer, AIR ALLIANCE retains the title to all of its delivered items, accessories and spare parts as well as replacement aggregates until the payment of the relevant delivered or substituted items has been settled in full.
- (2) If the Customer is an Entrepreneur, the following applies:
  - a. AIR ALLIANCE retains the title to all of its delivered items, accessories and spare parts as well as replacement aggregates until all of the claims from the ongoing business relationship have been settled in full. If the title to parts provided by AIR ALLIANCE is lost as a result of combining, commingling or processing, AIR ALLIANCE will become the co-owner of the item with which the items delivered by AIR ALLIANCE have been combined commingled or to which they have been processed, in proportion to the values.
  - b. The Entrepreneur holds a right of resale to the items subject to the retention of title in the regular course of business. All claims arising from the resale or similar legal grounds against the Entrepreneur's customers or third parties are hereby assigned to AIR ALLIANCE in advance and AIR ALLIANCE accepts the same. However, the Entrepreneur remains authorised to collect the assigned claim, whereas the authority of AIR ALLIANCE to collect the claim themselves will not be affected. The Entrepreneur must inform AIR ALLIANCE of any liens or other access by third parties to an item subject to the retention of title or an assigned claim without undue delay.
  - c. AIR ALLIANCE is entitled to a right of retention on the grounds of all claims under the contract or due to other claims arising from the business transaction and also

has a contractual lien to the items come into its possession. The right of retention and the contractual lien may also be asserted on the basis of claims from previously performed deliveries and services, insofar as they are associated with the ordered item.

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

If the Customer is an Entrepreneur, he holds a right of set-off or retention or may claim non-performance only with respect to legally established, recognised and undisputed claims. However, the Entrepreneur's right of set-off applies without restriction, insofar as the claim that is set-off has a reciprocal connection to the principal claim.

## **§ 11 Data privacy**

- (1) AIR ALLIANCE stores any data and information gathered in anticipation of the transaction as well as those needed for the implementation of the contract. AIR ALLIANCE is entitled to process the data and information.
- (2) AIR ALLIANCE is entitled, for purposes of the implementation of the contract, to disclose data and documents to third parties, subject to applicable privacy laws and provided that doing so promotes the contract implementation or serves AIR ALLIANCE's justified interests.
- (3) In addition, reference is made to the "PRIVACY AND DATA PROTECTION NOTICE" stated below these GTC.

## **§ 12 Miscellaneous liability of AIR ALLIANCE**

- (1) Unless provided for otherwise in these GTCs, including the following provisions, AIR ALLIANCE will be liable, in accordance with the relevant statutory provisions, in the event of an infringement of contractual and non-contractual duties.
- (2) Irrespective of the legal grounds, AIR ALLIANCE, its legal representatives or agents, will bear liability for intentional misconduct or gross negligence. In cases of ordinary negligence on part of AIR ALLIANCE and/or its legal representatives or agents, AIR ALLIANCE will only bear liability
  - a. for damage to life, limb or health,
  - b. for damage arising from an infringement of a material contract duty. Material contractual duties mean those that are essential to the proper implementation of the contract and which the Customer regularly and reasonably presumes to be properly discharged. However, in this case AIR ALLIANCE's liability is limited to the reimbursement of typical, foreseeable damages.
- (3) The limitations and exclusions of liability set forth in section 12 (2) do not apply in cases where AIR ALLIANCE have fraudulently concealed a defect or assumed liability for warranted characteristics. The same applies to the Customer's claims under the Product Liability Act. The Customer may only revoke or terminate the contract on the basis of an infringement, which is not a defect, if the infringement is attributable to AIR ALLIANCE. In all other respects, the statutory provisions and legal consequences apply.
- (4) The above exclusions and restrictions of liability apply equally to the legal representatives, employees and other agents of AIR ALLIANCE.

## **§ 13 Dockyard terms for maintenance and repairs**

Insofar as the Customer has provided the object of purchase or any other aircraft or device to AIR ALLIANCE for maintenance or repair purposes, the following terms apply additionally:

(1) Quotation

- a. Cost estimates issued by AIR ALLIANCE – as opposed to quotations - are merely a non-binding prognosis of prices associated with a performance provided by AIR ALLIANCE. The cost estimate is non-binding.
- b. If the Client requests a binding quote, a written quotation is required; such a quotation must itemise and price all of the materials needed to complete the work. AIR ALLIANCE is bound by this quotation as well as by the price stated therein for a period of four weeks after submission.

(2) Execution of work

- a. AIR ALLIANCE is only obligated to execute an order if the Customer is the owner and/or holder of the relevant object or can verify the owner's or holder's agreement to the issuance of an order.
- b. In the event that additional work is deemed necessary during the implementation of the order, AIR ALLIANCE will be entitled to independently perform such additional work within reason, without consulting the Customer. If additional expenditure incurs, AIR ALLIANCE may invoice these to the Customer without prior consent.
- c. AIR ALLIANCE is entitled, but not obligated, to use standard industrial spare parts for the implementation of the contractual services. Upon acceptance of the contractual services, the disassembled part will become the property of AIR ALLIANCE.
- d. The placement of an order with AIR ALLIANCE also authorises AIR ALLIANCE to implement payable test flights, test runs and other work necessary to inspect the object of contract, without the separate consent of the Customer.

(3) Insurance

AIR ALLIANCE will not insure the objects of contract that have been handed over by the Customer separately. The Customer bears the risk regarding the insurance cover for the object of contract during the execution of the work.

**§ 14 Applicable law, legal venue, statement on consumer mediation**

- (1) These General Terms & Conditions as well as the entire legal relationship between AIR ALLIANCE and the Customer are subject to the laws of the Federal Republic of Germany, without giving effect to the principles of conflict of laws and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) Insofar as the Customer is a merchant, a legal entity or special fund as defined by public law, any dispute arising from or in connection with this agreement is settled exclusively by the courts of Frankfurt am Main, which also serves as an international legal venue, if applicable. However, AIR ALLIANCE may, at its discretion, sue the Customer at the latter's general legal venue.
- (3) AIR ALLIANCE is neither willing nor obligated to enter into mediation proceedings before a consumer mediation authority.

**§ 15 Final provisions**

- (1) All agreements made between AIR ALLIANCE and the Customer for the purpose of the execution of the contract must be recorded in writing. Any amendments to this agreement must also be made in writing. This also applies to the annulment of the written form requirement.
- (2) If and insofar as contract documentation, appendices, GTCs or other documents are fully or partially translated into a foreign language, the German version will prevail in the event of disputes.
- (3) The Customer must not assign rights or claims to third parties, unless expressly agreed to in writing by AIR ALLIANCE.
- (4) If one of the provisions in these General Terms and Conditions or a provision from any other agreement should be or become invalid, the validity of all other provisions or agreements will not be affected. The parties agree to replace the invalid or void provision with a valid and enforceable provision that most closely approximates the economic intention and purpose of the invalid or void provision. The above rule will apply to loopholes accordingly. In the event that the invalid or void provision is a standard business term, as defined in section 305 BGB, section 306 (1 and 2) BGB will apply, in deviation of the above.

## 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:

SI-NET GmbH  
Friedrich-Wilhelm-Str. 148  
57074 Siegen  
[d.imhof@sinet.de](mailto:d.imhof@sinet.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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