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Article 1. General provisions

1. These general conditions apply to all offers, agreements and all ensuing actions between Valkyria Europe B.V., trading under the name of AAB-inflight, and you, the customer.
2. These conditions also apply if AAB-inflight buys or purchases products and services from third parties and delivers them to you.
3. Your conditions explicitly do not apply.
4. If a provision in these general conditions is void or voided, the other provisions will remain unimpaired. You must agree to new provisions. These will correspond with the old void or voided provisions as much as possible.
5. The provisions of the agreement take precedence if they conflict with the provisions of these general conditions.
6. In these general conditions, 'written'/'in writing' is also understood to be by e-mail.

Article 2. When is an agreement formed?

1. All offers from AAB-inflight are without obligation and are valid for 30 days, unless otherwise agreed upon in writing. The offer is based on the information you provide. If this information appears to be incorrect, AAB-inflight may adjust the offer and the costs are at your expense.
2. The agreement is concluded by written or oral confirmation from AAB-inflight or by AAB-inflight actually commencing the work.
3. Sizes, weights, images, drawings, technical and / or chemical specifications, type, quantity, composition and quality included in the offer are approximate.
4. If a change to the agreement leads to higher costs, AAB-inflight may charge these costs on to you.
5. You cannot derive any rights from previous offers or advertisements made by AAB-inflight.

Article 3. How does the delivery work?

1. AAB-inflight will deliver any performance as agreed orally or in writing and AAB-inflight may use third parties for this.
2. The agreed delivery time is not a strict deadline. The delivery period starts when the agreement is concluded, provided that all required information has been received and any desired payment security has been given.
3. Upon delivery of the products sold to your address, loading, transport and unloading will be done at the risk of AAB-inflight. As soon as the products to be delivered have been unloaded at your site, the risk thereof passes to the customer. The products are delivered to the customer's warehouse.
4. The products are delivered to the customer's warehouse.
5. You must take delivery of the products when AAB-inflight indicates that they can be collected. If you still have not collected the products - after being ordered to take delivery - after eight days, AAB-inflight may sell the products to someone else or store them at your risk. You owe the additional costs, including at least the storage costs. In this case, AAB-inflight may terminate the agreement.
6. If AAB-inflight delivers the products to you at the address you provided, you must ensure that the storage locations where AAB-inflight must deliver the products are accessible without hindrance and without risk. You must take delivery of the products as soon as they are delivered to you. If you refuse to take delivery or provide insufficient information that is necessary for the delivery, the products will be stored by AAB-inflight at your risk. You owe the additional costs, including at least the storage costs.
7. If AAB-inflight delivers the products to you, you must also ensure that you have all permits, authorisations for production, storage and transport.



8. When the products leave the AAB-inflight warehouse, the risk of loss or damage to the products is transferred to you.
9. AAB-inflight is never responsible for any disappearance of products.
10. Delivery of the products takes place within the period agreed with you. AAB-inflight may deliver a divisible order in two or more parts.
11. The delivery costs, including packaging, transport and transport insurance are at your expense. These costs are not included in the prices that you have received from AAB-inflight.
12. Materials required for carrying out the delivery, including pallets and all types of packaging, remain the property of AAB-inflight at all times. Pallet exchange is only possible with written approval from AAB-inflight.
13. If the products are delivered to your address, the mode of transportation will be determined by AAB-inflight. You must take delivery of the products immediately. You must also ensure that there is a sufficient and easily accessible loading and unloading space and must facilitate the shortest possible waiting time. Transporting or moving the products in any way within the business premises or on your site is never included.
14. If a carrier of AAB-inflight invoices AAB-inflight for waiting time or mooring fees, AAB-inflight may charge this on to you.

Article 4. What can you expect from AAB-inflight?

1. AAB-inflight will carefully carry out its work to the best of its knowledge, experience and ability. AAB-inflight will look after your interests to the best of its ability.
2. Upon delivery, the products delivered by AAB-inflight will be delivered in accordance with the specifications of those products, will be of good quality and will meet the requirements that can reasonably be imposed on them.
3. AAB-inflight will keep you informed of the performance of the services/work upon your request. Upon your request, all information about the progress will be provided to you.
4. If a timetable is announced at the conclusion of the agreement, AAB-inflight will ensure that this timetable is complied with as much as possible. However, these are not strict deadlines. Any delay in delivery will not be a reason for you to terminate the agreement. If the timetable is exceeded, you must give AAB-inflight a reasonable period of at least 14 days in writing in order to comply.
5. AAB-inflight will treat all your data confidentially, insofar as AAB-inflight should know that it is confidential data.

Article 5. What are your obligations?

1. You must timely provide AAB-inflight with all data that AAB-inflight needs to be able to carry out its work properly. You are responsible for ensuring this data is correct.
2. If there is a delay in the execution of the agreement, and this delay is attributable to you, all costs and damage that result from this will be at your risk and expense.
3. If you timely report that the products delivered do not comply with the agreement, AAB-inflight will carry out the necessary repairs as quickly as possible. If the products do not comply with the agreement, but this is a result of you having acted contrary to the agreement, you will be charged for the costs of this repair.
4. You are obliged to inspect and check the delivered products immediately upon receipt. Any objections or defects must be reported immediately to AAB-inflight in writing on the way bill or delivery document or in another direct manner. Without this notification, the products in question are deemed to have been delivered without defects and it is assumed that AAB-inflight has delivered in accordance with the agreement.
5. Complaints about shortages or defects regarding the delivered goods that are not immediately noticeable must, in the case of fresh, refrigerated or frozen products, be reported to AAB-



inflight by the customer in writing immediately, but no later than 12 hours after delivery. If it concerns other products, this must be reported to AAB-inflight in writing (by mail) within 48 hours after delivery at the latest to enable AAB-inflight to investigate the complaint and, if necessary, proceed to repair. This is only possible if the expiration date of the delivered product has not yet expired and the product has been stored properly. Complaints about defects must be provided with photos in which the defect, the lot code and expiry date are clearly visible.

6. Deviations and differences that fall within a reasonable production or weight tolerance, according to commercial practice, do not count as shortcomings.
7. You must always purchase products that have been customised for you. You will bear any and all costs incurred and loss suffered by AAB-inflight as a result, including purchased stocks of raw materials. In case of a bankruptcy, provisional or definitive suspension of payment, guardianship order, debt restructuring or cessation, liquidation or full or partial transfer of the business or death on the part of one of your customers, this will not affect the cost and other obligations that you have.
8. Reporting a complaint does not suspend your payment obligation.
9. You are required to ensure that AAB-inflight has timely access to any required data and approvals, such as import and other permits or for other import-related formalities.
10. If the aforementioned obligations are not met or not met in time, AAB-inflight is entitled to suspend performance of the agreement until you have fulfilled your obligations. The costs incurred in connection with the resulting delay or the costs for performing additional work will be at your expense.
11. If you want to take samples of the products, you and AAB-inflight must agree on this in advance. Sampling is done under your responsibility.

Article 6. What are the costs of AAB-inflight's products and services?

1. All costs payable by you are in euros, unless otherwise agreed upon in writing.
2. All costs are excluding VAT. Other levies imposed by the government, transport and delivery costs, packaging and/or packaging costs, travel and accommodation costs abroad, use of special installations are not included either, but are at the expense of the customer.
3. You are not entitled, unless otherwise agreed upon in writing, to settle payments with (alleged) claims against AAB-inflight.
4. AAB-inflight has the right to change the price during the contract period in connection with price developments. This includes, among other things: changes in taxes, levies, wages, social security charges, exchange rates, energy prices or other circumstances that entail an increase in costs for AAB-inflight. Changes take effect within one month of being announced. If you disagree with any changes in costs, you can, within eight days after the announcement of the change, cancel the agreement with AAB-inflight in writing with effect from the date on which the pertaining change is implemented.
5. If you have not yet met all your payment and other obligations under the agreement, AAB-inflight may postpone its obligations until you have met all your payment and other obligations.

Article 7. How do you pay for AAB-inflight's products and services?

1. AAB-inflight will send an invoice directly to you, to be paid within 30 days of the invoice date, unless otherwise agreed upon. Payment is only made by bank.
2. When you place an order with AAB-inflight, AAB-inflight may require an advance payment.
3. When AAB-inflight delivers in parts, each part may be invoiced separately.
4. For professional parties, if you do not pay within the agreed period, you will be in default immediately and you will owe interest after the due date of the invoice. This interest will be



the same as the statutory commercial interest. In this case, you must also pay all judicial and extrajudicial collection costs incurred by AAB-inflight. These costs amount to at least 15% of the principal with a minimum of € 150.00.

5. AAB-inflight has the right to demand security from you for the fulfilment of your payment and other obligations. AAB-inflight is also authorised to change the payment conditions if it is of the opinion that your financial position or your payment behaviour gives cause for this.
6. If you have any objections to the invoice, you must notify AAB-inflight of this in writing within 14 days of the invoice date. If you do not do this, the invoiced amount will be considered to have been acknowledged. Objections to the invoice do not suspend your payment obligation.

Article 8. When and how does the agreement end?

1. The agreement is entered into for the duration as agreed to in advance.
2. Both parties have the possibility to cancel the agreement in writing. This is only possible with effect from the end of the contract period or, if the contract has been entered into for an indefinite period, subject to a notice period of one month.
3. If you cancel the order - for whatever reason - you must reimburse the costs that have already been incurred by AAB-inflight or that still have to be incurred, even after cancellation.
4. AAB-inflight may immediately, without prior notice to you, suspend or fully or partially cancel the performance of the agreement:
 - a. if you do not fulfil your obligations under the agreement (or fail to do so in time) and / or refuse to provide payment security;
 - b. in the event of bankruptcy, a provisional or definitive moratorium, a guardianship order, debt restructuring or shutdown, liquidation or full or partial transfer of your company or death.

In this case, AAB-inflight does not have to pay compensation to you and it also has the right to claim compensation and/or payment itself. If one of these circumstances occurs, you will be in default immediately.

5. AAB-inflight has the right to continue to execute the agreement.

Article 9. How do you use the website?

1. Product images do not always have to match the appearance of the products supplied. In particular, changes in the appearance and packaging of the products may occur after the manufacturer has renewed its product range. You cannot submit a complaint about defects you found if they are related to the aforementioned changes to the product.

Article 10. When does force majeure occur and what consequences does this have?

1. Force majeure means that there are circumstances that prevent AAB-inflight from providing its services or delivering its products or from providing or delivering them properly or in time, without AAB-inflight's fault. In a situation of force majeure, there is no attributable failure on the part of AAB-inflight.
2. Examples of situations of force majeure are: fire, theft, acts of war, riot, strike, factory occupation, operational breakdown, war, severe weather, situations in which the work is actually inaccessible, changes in regulations and breach of contract by a supplier of AAB-inflight. The latter is, for example, the case when AAB-inflight cannot be expected to continue the agreement (any further) on grounds of governmental regulations, including import, export and transit bans, for safety reasons or due to operational breakdowns and transport disruptions of any kind.
3. In a situation of force majeure, AAB-inflight may suspend the execution of the agreement or dissolve the agreement in whole or in part without having to pay you any compensation for this.



4. If the situation of force majeure lasts longer than 60 consecutive days, you may terminate the agreement in writing. AAB-inflight does not owe you any compensation.

Article 11. Quality and samples

1. AAB-inflight guarantees the quality of the products as described in the agreement.
2. The samples only serve as an indication; the products actually delivered may deviate from this.
3. Data concerning the products sold such as properties, quality, colour, etc., as well as data in printed matter, drawings, images, samples, etc., provided by AAB-inflight with the offer, are provided to the best of our knowledge and with the greatest care, but will never be considered binding.

Article 12. Retention of title

1. All products supplied by AAB-inflight remain the property of AAB-inflight until you have paid the full amount due.
2. You may not pledge or otherwise encumber these products delivered under retention of title.
3. If a third party seizes these products delivered under retention of title or wishes to establish a right on them, you must notify AAB-inflight as soon as possible.
4. You must, if possible, insure the products delivered under retention of title and keep them insured against fire, explosion and water damage as well as against theft. Upon AAB-inflight's request, AAB-inflight may inspect the insurance policy.

Article 13. Confidentiality

1. The parties are obliged to keep secret all confidential information they receive about the other party's business. This also applies to your employees and third parties you engage.

Article 14. Intellectual property rights

1. You may not publish or reproduce AAB-inflight's work, unless AAB-inflight gives you written permission to do so.
2. You retain ownership of the documents you have provided to AAB-inflight for inspection.
3. All intellectual property rights, including, but not limited to, copyrights, trademark rights and database rights, to the information, texts, images, logos, photos and illustrations on the website and to the layout and design of the website are vested in AAB-inflight and/or its licensors. You may not infringe these rights, which also includes making copies of the website other than technical copies required for the use of the website.

Article 15. Confidential information and personal data

1. The parties are obliged to keep secret all confidential information they receive about the other party's business. The same also applies to third parties that are engaged.
2. Information is confidential when indicated as such by one of the parties.
3. When AAB-inflight acts as a controller within the meaning of the General Data Protection Regulation (hereinafter: GDPR) the following provisions apply:
 - a. AAB-inflight is responsible for protecting personal data that AAB-inflight needs in order to correctly draw up and execute the agreement.
 - b. When AAB-inflight processes personal data, it is done with utmost care and consideration and in compliance with the GDPR.
 - c. AAB-inflight only uses the personal data to the extent necessary to be of service to the customer. The personal data will not be saved longer than permitted by law or necessary for the execution of the agreement.



- d. AAB-inflight takes technical and organisational measures to guarantee an appropriate level of security regarding the personal data, taking into account the state of the art and the nature of the processing.
4. If a data subject wants to exercise one of the rights they have based on the GDPR, this request can be submitted in writing via logistics@AAB-inflight.eu. AAB-inflight will deal with this request within the statutory periods.
5. AAB-inflight provides your data to third parties and will only provide this when necessary for the execution of the agreement or to comply with a legal obligation. Should AAB-inflight provide your data to third parties for other reasons, AAB-inflight will ask for permission first.

Article 16. Warranty

1. AAB-inflight warrants the quality of the delivered products for a period of five days after delivery.
2. Warranty does not apply in a situation of force majeure.
3. Warranty is only given when you have met all your financial and other obligations. Any warranty claim expires when the products supplied by AAB-inflight have been handled and/or processed by you improperly and/or the instructions given by AAB-inflight have not been followed. There is also no warranty when it comes to normal wear and tear.

Article 17. Who is responsible for what?

1. AAB-inflight provides its services to the best of its knowledge and ability. However, AAB-inflight cannot guarantee that a desired result will also be accomplished at a certain time.
2. AAB-inflight cannot be held responsible for damage or loss, not even if this damage or loss is directly or indirectly related to delay or suspension. AAB-inflight is only liable if the damage or loss is due to intent or deliberate recklessness.
3. AAB-inflight is never liable for any damage or loss caused by non-compliance with product and user instructions and warnings given by AAB-inflight. AAB-inflight is therefore indemnified against any claims from those involved.
4. If AAB-inflight resells products to you through a supplier, AAB-inflight is never liable for damage or loss resulting from the quality of the product provided by the supplier. Damage or loss also includes infections and diseases.
5. AAB-inflight is not liable for damage and/or loss of products or data during transport or shipment, regardless of whether the transport or shipment is carried out by or on behalf of AAB-inflight. AAB-inflight is only liable if the damage or loss is due to intent or deliberate recklessness.
6. If AAB-inflight is liable, then this liability is limited to the amount that is paid out per event with regard to this damage or loss under the business liability insurance of AAB-inflight. If the maximum insured amount is higher than the amount of the assignment, then AAB-inflight is only liable up to the amount of the assignment that is related to the products or services supplied.
7. Loss such as trading loss and/or business interruption loss, consequential loss, loss of sales and/or profit, loss of production or depreciation of products is excluded from compensation.
8. If a third party claims compensation from you, you cannot pass this claim on to AAB-inflight.
9. The information on the website is compiled and maintained by AAB-inflight with constant care and attention. However, errors cannot always be prevented. Therefore, no rights can be derived from the information provided on the website. AAB-inflight does not accept any liability for damage or loss resulting in any way from the use of the website or from the incompleteness and/or inaccuracy of the information provided on the website and/or damage or loss as a result of the (temporary) unavailability of the website.



10. AAB-inflight is not responsible for photos, descriptions and other informational material on the website that have been issued by third parties.
11. Any liability of AAB-inflight expires if you do not rely on the failure within one year after products have been delivered or services have been provided, and if you do not notify AAB-inflight of the (possible) failure in writing within one month of discovery.

Article 18. Amendments to these conditions

1. AAB-inflight can always, without prior notice, amend the general conditions.
2. AAB-inflight can announce amendments to these conditions by publishing them on its website or by communicating them in another way. Therefore, it is advisable to view the conditions from time to time. Amendments also apply to existing agreements.

Article 19. Complaints and disputes

1. Are you dissatisfied with our services? We would appreciate it if you first let us know so that we can take serious care of your complaint. To ensure that we can handle the complaint properly, the complaint must be submitted to AAB-inflight within two months after you have been informed of the complaint.
2. Should a dispute arise, you must apply to the competent court of Roermond. The possibility to submit a dispute to the court expires one year after the reason for the dispute has arisen.

Article 20. Applicable law

Dutch law applies to all agreements and these general conditions and any actions that arise from them.

AAB-inflight®