

# GENERAL TERMS AND CONDITIONS

## Leather Repair NLD

### 1. Definitions

In these general terms and conditions, the following definitions apply:

1. **Leather Repair NLD:** Leather Repair NLD, established in Oosterhout, registered with the Chamber of Commerce under number 78191882, including its affiliated companies.
2. **Client / Principal:** Any natural person or legal entity entering into an agreement with Leather Repair NLD.
3. **Parties:** Leather Repair NLD and the principal jointly.
4. **B2B Client:** A principal acting in the course of a profession or business.
5. **B2C Client:** A principal acting as a consumer.
6. **Services:** All activities offered by Leather Repair NLD, including but not limited to leather repair, cosmetic plastic repair, sticky buttons refinishing, and related services.
7. **Cosmetic Appearance Correction:** Non-functional, purely visual correction of surfaces or finishes, without any impact on structure, systems, airworthiness, safety, or operational characteristics.
8. **Work Statement:** A written statement in which the nature, scope, and delineation of specific activities are explicitly defined.
9. **Aviation Sector:** Activities performed on aircraft or aircraft interior components.
10. **Automotive Sector:** Activities performed on vehicles and vehicle interiors.
11. **Maritime Sector:** Activities performed on ships, yachts, and maritime interiors.

### 2. Applicability

2.1 These general terms and conditions apply to all quotations, agreements, activities, and deliveries of Leather Repair NLD.

2.2 Deviations from these terms and conditions are only valid if expressly agreed in writing.

2.3 General terms and conditions of the principal are expressly rejected.

#### ***2.4 Aviation Regulations and Part-145***

Activities in the aviation sector are carried out by Leather Repair NLD exclusively as **non-functional cosmetic appearance correction**. These activities fall outside the scope of maintenance and continuing airworthiness, unless expressly and explicitly agreed otherwise in writing.

Leather Repair NLD:

- does not issue a Certificate of Release to Service (CRS/RTS) or any other form of release;
- bears no responsibility for airworthiness;
- does not perform activities that form part of a maintenance event or work package.

Acceptance, inclusion in technical documentation, and release remain at all times the responsibility of the operator and/or a Part-145 approved maintenance organization.

#### ***2.5 Cross-sector positioning***

The framework of these terms and conditions describes the legal and operational delineation between cosmetic activities and maintenance, irrespective of the type of vehicle, aircraft, or vessel.

#### ***2.6 Work Statement – governing delineation***

For activities in the aviation sector, the content of the corresponding Work Statement is governing for the delineation of scope, responsibility, and nature of the activities. In the event of any conflict between these general terms and conditions and the Work Statement, the Work Statement shall prevail.

### **3. Quotations and agreements**

3.1 Quotations are non-binding and valid for a period of 14 days, unless stated otherwise.

3.2 An agreement is concluded upon written confirmation by Leather Repair NLD.

3.3 Leather Repair NLD reserves the right to refuse assignments without stating reasons.

## **4. Prices and payment**

4.1 All prices are exclusive of VAT and other levies, unless stated otherwise.

4.2 For B2B assignments, payment shall be made in advance or in accordance with agreed payment terms.

4.3 Invoices must be paid within 8 days of the invoice date, unless agreed otherwise in writing.

4.4 In the event of late payment, Leather Repair NLD is entitled to charge statutory interest and collection costs.

## **5. Performance of services**

5.1 Leather Repair NLD performs its services to the best of its knowledge and craftsmanship.

5.2 Delivery times are indicative and shall not be considered fatal deadlines.

5.3 Assembly and disassembly of components are always the responsibility of the principal, unless expressly agreed otherwise in writing.

## **6. Liability**

### **6.1 General**

The liability of Leather Repair NLD is limited to the proper performance of the agreed cosmetic services.

### **6.2 Plastic repair and sticky buttons**

Leather Repair NLD is not liable for damage resulting from ageing, material hardening, stress cracking, or loss of original symbols.

### **6.3 Aviation, automotive, and maritime sectors**

Leather Repair NLD performs activities exclusively on a cosmetic and non-functional level. Leather Repair NLD is not responsible for:

- functional performance of components or systems;
- airworthiness, certification, or release;
- inclusion in maintenance programs or technical documentation.

### **6.4 Consequential damage**

Leather Repair NLD is not liable for indirect damage, consequential damage, loss of profit, or depreciation.

## **7. Warranty**

7.1 No warranty is provided for B2B clients, unless expressly agreed in writing.

7.2 For B2C clients, a warranty period of 6 months applies to material and manufacturing defects, excluding normal wear and tear, chemical influences, and improper maintenance.

## **8. International services**

8.1 The principal is responsible for compliance with local laws and regulations for international assignments.

8.2 For aviation-related activities, the principal is responsible for coordination with the local aviation authority and/or a Part-145 organization.

## **9. Force majeure**

Leather Repair NLD is not liable for delays or failures resulting from force majeure, including but not limited to material ageing, external influences, or regulatory measures.

## **10. Complaints**

10.1 Complaints by B2B clients must be submitted in writing within 7 days after completion of the services.

10.2 For B2C clients, a period of 2 months applies.

## **11. Applicable law and forum selection**

11.1 All agreements are governed exclusively by Dutch law.

11.2 Disputes shall be submitted exclusively to the competent court in Breda.

## **12. Final provisions**

12.1 Leather Repair NLD reserves the right to amend these general terms and conditions.

12.2 The most recent version applies to new agreements and is available via Leather Repair NLD.