**Support Contract for a Glider**

New Version – only valid from 01.01.2022

The **Type Certificate Holder** for the airplanes of the former companies of Glaser-Dirks Flugzeugbau as well as Rolladen-Schneider, **DG Aviation GmbH, Otto Lilienthalweg 2, D-76646 Bruchsal** and

Aircraft Owner Name: ­­­­      First Name:

Street/Number:

ZIP /Town:

Country:

VAT-Ident-No – if applicable

Email Address:

Tel-No.

**For the Aircraft:**

Model/Type/Registration:

Factory Serial Number:

Have you applied already for another fully paid Service Contract?

If “Yes”, please write

S/N of the glider ­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**…hereby enter into the following** **Agreement. There are two contract versions available:**

1. In the **Full version** of the Service Contract, T/C grants the following rights to the owner as well as to all further persons who are using his airplane after receipt of full payment:
* Secured Type Support for the LS or DG aircraft
* Technical support
* Secured spare part support (as long as technically possible)
* TN and ADs incl. their documents free of charge
* Necessary drawings free of charge
* Maintenance documents free of charge
* Digital manuals free of charge
* **50% discount on life-time extension programs**
* 10% discount on labor (limited to the amount of the service contract), when the work is done at DG.
1. The **Basic Version** of the Service agreement does **not** contain the following services for customers:
* They will get updates of manuals but not complete new ones
* They will not get a price reduction for the life-extension programs
* They will not get a "mass rebate" for more than one glider.

This Support Contract becomes effective with acceptance by the T/C Holder without a special confirmation. It can be terminated earliest end of the following calendar year after the contract has been signed (that means Dec. 31st, 2023), and extends automatically by another year if it is not terminated in writing by one of the parties within a period of three months prior to the end of the contract period.

An extraordinary termination by the **owner** is possible when the airplane is out of operation or when the aircraft owner sold the airplane to another person and this new owner **will continue the contract without any interruption.**

An extraordinary termination by the **T/C Holder** is possible in the event that an economically viable continuation of the type support is made impossible by administrative reasons.

The fee of the Service Contract for every current calendar year is (regardless of the date of conclusion of the contract):

* Flat fee of a **Full Service Contract** is 505,75€ incl. VAT for the year 2022 and 291,55€ incl. VAT for each glider for every following year.

* Flat fee of a Full Service Contract for owners with more than one glider (Clubs etc.) is 357,00€ incl. VAT for the year 2022 and 178,50€ incl. VAT for every following year for the second and any further airplane.
* Flat fee of a **Basic Version** of the Service Contract is 505,75€ incl. VAT for the year 2022 and 214,20€ incl. VAT for each glider for every following year.

Please note: The increased price in the first year of the contract term is due to the fact that the T/C Holder has had to fulfill its obligations to the authorities, among others, continuously since the beginning of the maintenance contracts - January 1, 2010. Also the new conclusion of a basic contract includes the delivery of a new maintenance manual, which explains the one-time higher price.

**For private customers from other European countries VAT is added according to the OSS procedures. Please read the attachment for more information.**

The full amount is due with the beginning of every contract period (Jan. 1st).

Place of Jurisdiction is Bruchsal. German Law applies, under exclusion of the UN Convention of International Sale of Goods of 11.04.1980 (CISG).

## The customer agrees to sign the following contract:

|  |
| --- |
| [ ]  |

## Full Service Agreement

|  |
| --- |
| [ ]  |

## Basic Service Agreement (please mark!)

**Please choose a method of payment:**

|  |
| --- |
| [ ]  |

## Through advance payment into bank account:

## Sparkasse Bielefeld (48050161) Account Nr. 170001

IBAN: DE45480501610000170001

 BIC: SPBIDE3BXXX

|  |
| --- |
| [ ]  |

## By credit card:

 [ ]  Euro/MasterCard [ ]  Visa

|  |  |  |  |
| --- | --- | --- | --- |
|      |      |      |      |

Valid until:

|  |  |  |
| --- | --- | --- |
|       | To |       |

**Revocation Rights Information**

**Right of Withdrawal**

**The customer has the right to withdraw from the contract in written form (e.g. letter, fax, email) within 14 days without giving any reason or when the recipient received the goods before expiry of time limit by returning the withdrawal declaration and goods in order to comply with the cancellation deadline. This period begins after receipt of these instructions in written form but not before signing of agreement and not before
DG Flugzeugbau have carried out their duty to supply information in accordance with §246 par. 2 BGB (German Civil Code) in conjunction with § 1 par. 1, 2 and 4 BGB-InfoV (German Civil Code) and carried out their duties in accordance with § 312e par. 1 sentence 1 BGB (German Civil Code) in conjunction with § 3 BGB-InfoV (German Civil Code). Sending off the withdrawal declaration in time is sufficient in order to comply with the cancellation deadline. The withdrawal declaration is to be sent to:** DG Aviation GmbH, Otto Lillienthalweg 2, 76646 Bruchsal, Germany

**Consequences of Withdrawal**

**In the case of a valid withdrawal, the goods and services received from both parties are to be recompensed and any advantages gained (e.g. bank interest), if applicable, reimbursed. If the customer cannot recompense DG Flugzeugbau for the received goods or services in full or only in a partially worse condition, compensation must be given. This would mean that the liabilities within the contract until withdrawal have to be fulfilled. The obligation to refund payments has to be fulfilled within 30 days. For the customer this period begins with the posting of the withdrawal declaration or for DG Flugzeugbau with the receipt of the letter.**

**Special note**

The Right of Withdrawal expires prematurely when from both sides the contract has been accepted and individual demands have been fulfilled.

Location, Date:

Signature of the Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ doc.rev.05.11.21

**Appendix:**

**OSS Procedure for the Determination of Value Added Tax**

For services and goods sold by DG Aviation within the European Union (EU) and Northern Ireland, VAT is calculated according to the OSS procedure.

For services and goods of DG Aviation GmbH shipped to destinations within the European Union (EU) and Northern Ireland, VAT must be calculated according to the laws applicable within the EU and the tax rates varying within the member states.

The amount of VAT to be charged depends on various factors, such as the identity of the seller, the nature of the product purchased and the destination to which the product is to be shipped.

Prices are shown in EUROS (€) and include German sales tax. Please note that the final price depends on the actual sales tax applicable to your order. For orders from other EU countries, the German sales tax will be deducted and the sales tax valid for the country of destination will be calculated. You will see the final price including the sales tax rates valid for the ordered items on the invoice.

If you would like to use your sales tax identification number for purchases from DG Aviation, please provide us with it when placing your order.