



Aircraft Airbus A340-300

TENDER 2407480.001



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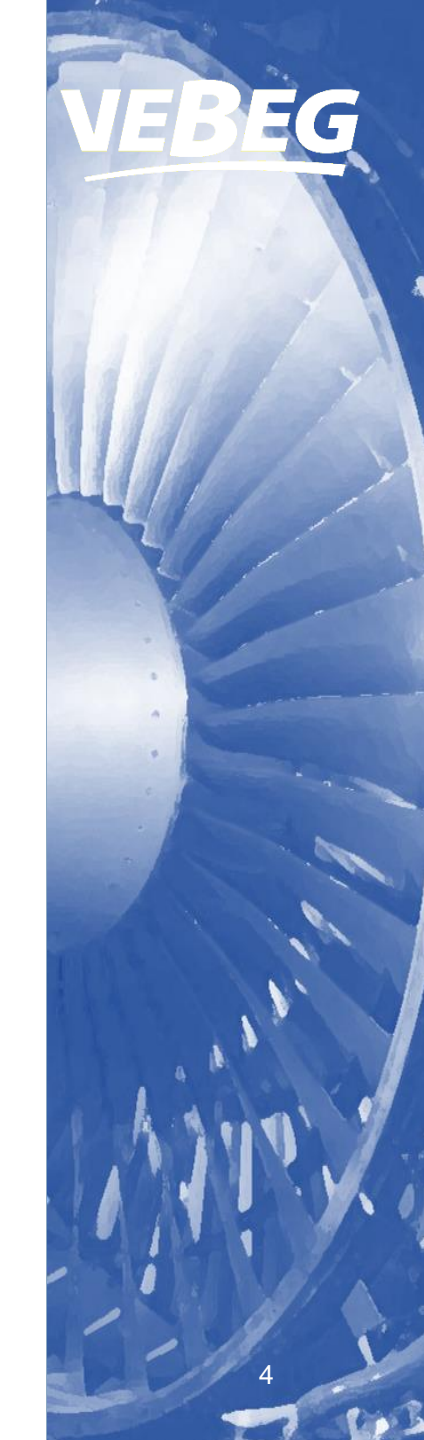
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Sale pursuant to VEBEG's General Business Terms and Conditions (in the version valid at the time the contract will be concluded), as provided and available on the website [www.vebeg.de](http://www.vebeg.de). In case of contradictions between the textual description and the image representation within the tender documentation, the textual description prevails.

VEBEG sells by sealed bid procedure

**AIRCRAFT Airbus A340-300, 16+01, VIP cabin interior**

- BIDS:** Online via [www.vebeg.de](http://www.vebeg.de) (please register in time).  
Bids have to be submitted in EURO.
- BIDDING DEADLINE:** **15th February 2024 - 1:00 pm** (CET) at the latest.
- CONTACT:** VEBEG GmbH • Phone: +49 69 75897-0 • E-mail: [mail@vebeg.de](mailto:mail@vebeg.de)
- PERSON OF CONTACT:** Mr Bensing • Phone: +49 69 75897-248 • E-mail: [steffen.bensing@vebeg.de](mailto:steffen.bensing@vebeg.de)
- LOCATION:** Airport Cologne Bonn (EDDK)  
Special Air Mission Wing of the Federal Ministry  
Luftwaffenkaserne Wahn  
Flughafenstraße 1, Wache Flugbereitschaft BMVg  
51147 Cologne-Wahn, Germany
- INSPECTION ON SPOT:** On **31st January 2024** from 9:00 am to 3:00 pm, latest check in 1:00 pm (CET) at location.  
  
A written registration until **24th January 2024** (including name, first name, passport/ID number) via [mail@vebeg.de](mailto:mail@vebeg.de) or fax +49 69 75897-479 is required in advance. Due to the mandatory security check, later registration is not possible. - Valid ID required for admission to inspection -
- IMPORTANT NOTES:** The inspection takes place in a military secure area. Persons from countries listed on the state list in accordance with § 13 Para. 1 No. 17 Security Screening Act [Sicherheitsüberprüfungsgesetz, SÜG] cannot register. Minors and animals, e. g. dogs, will not be granted access. There is a general ban on photography.



Aircraft Airbus A340-300

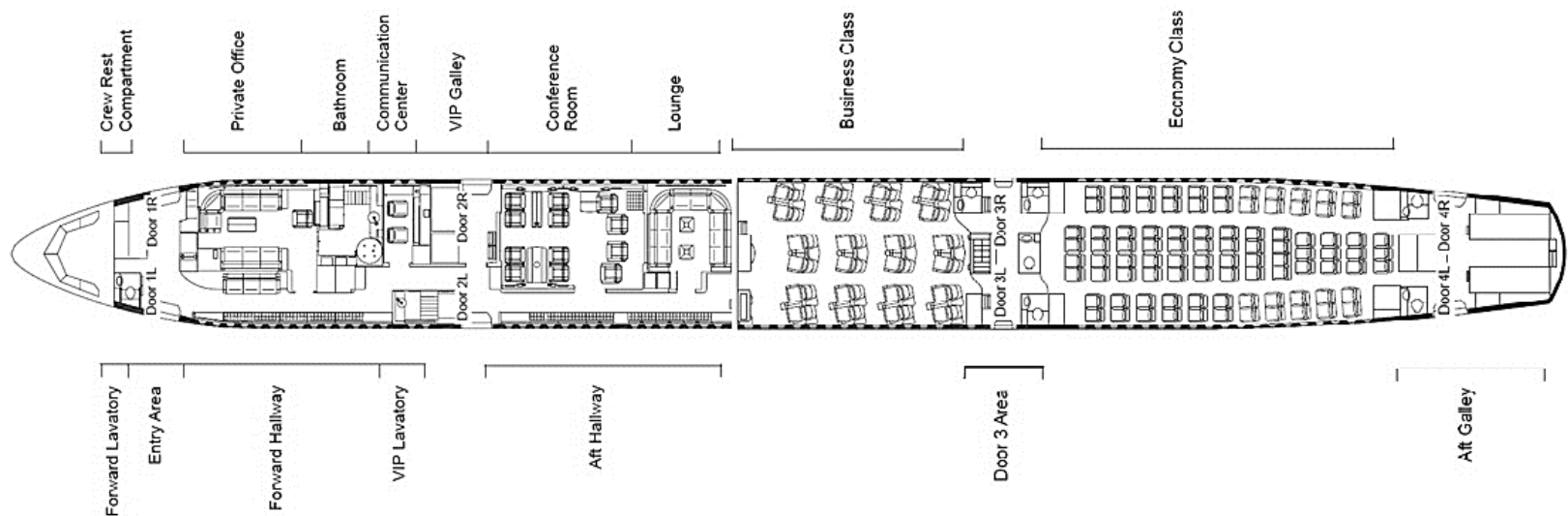
All information as provided by the Seller per January 2024\* (deviations possible).

MANUFACTURER: Airbus Industries  
AC MODEL / MSN: A340 – 313 / 0274  
AC EXECUTION: GAF – GOV A340 – MS  
AC REG.: 16+01  
IN-SERVICE DATE: 18th May 1999  
FLIGHT HOURS: 54,572  
TOUCHDOWNS: 8,367

Engine	ESN / Engine Type	In Service since	Flight Hours	Flight Cycles
Engine 1 / Type:	741891 / CFM56-5C	1 <sup>st</sup> December 1999	49,431	8,619
Engine 2 / Type:	741716 / CFM56-5C	1 <sup>st</sup> August 1998	63,426	9,422
Engine 3 / Type:	741905 / CFM56-5C	24 <sup>th</sup> February 2000	52,934	8,879
Engine 4 / Type:	741890 / CFM56-5C	1 <sup>st</sup> December 1999	50,285	8,759
APU / Type:	R-496 / GTCP331-350	13 <sup>th</sup> December 1999	19,545	15,240

\*Documentation of actual flight hours on request.

All information as provided by the Seller January 2024 (deviations possible).



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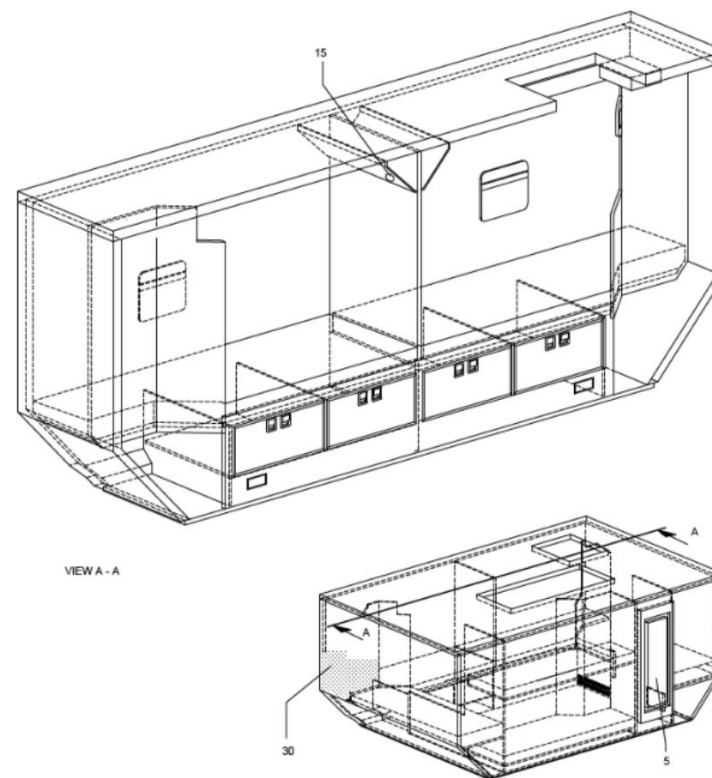
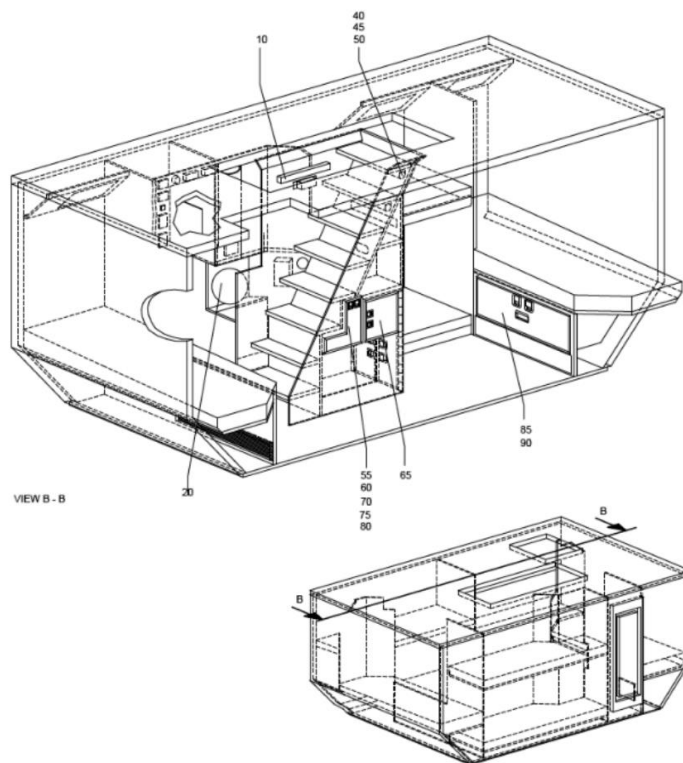
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**Contractual general conditions on the sale, shipment and demilitarization of an used aircraft held in inventory by the German Federal Army/German Air Force**

**GENERAL INFORMATION**

- (A) VEBEG GmbH is a trust company of the Federal Republic of Germany. The sale is conducted according to VEBEG's General Business Terms and Conditions (in the version valid at the time the contract will be concluded).
- (B) VEBEG shall sell one used aircraft including several spare parts and tools, hereafter referred to as "aircraft", on behalf of the Federal Ministry of Defence on a commission basis.
- (C) The aircraft is partially demilitarized. However, for reasons of military security and averting danger, the German Air Force will remove several items after the transfer flight, at the destination airport, before handover and thus completes the demilitarization.
- (D) The aircraft shall be shipped in accordance with the Foreign Trade and Payments Act [Außenwirtschaftsgesetz – AWG] considering the requirements for goods traffic within the EU or export to non-EU destinations.
- (E) VEBEG will not take possession of or exercise actual control over the aircraft at any point.

In light of the above, the following contractual conditions apply:

**1) CONTRACTUAL COMPONENTS AND ORDER OF PRIORITY**

This contract includes the following contractual components in the order of priority listed below:

- 1.1) Contractual terms
- 1.2) Annex 1 – VEBEG GmbH General Business Terms and Conditions
- 1.3) Annex 2 – Tender documents
- 1.4) Annex 3 – Loose Parts List\*\*
- 1.5) Annex 4 – ITAR List\*\*

\*\* All information as provided by the Seller per January 2024 (deviations possible).

- 1.6) Annex 5 – Spare Parts List\*\*
- 1.7) Annex 6 – Tools List\*\*
- 1.8) In case of contradictions between the textual description and the image representation within the tender documentation, the textual description prevails.
- 1.9) The German version of the General Business Terms and Conditions (in the version valid at the time the contract will be concluded) is binding. The English version is for informational purpose only.

## 2) **SUBJECT MATTER OF THE CONTRACT**

- 2.1) For sale is one used Aircraft Airbus A 340-300, S/N 0274, military identification number 16+01, with several spare parts and tools as listed and described in the tender documents, collectively referred to as 'aircraft'. This sale is conducted by VEBEG on behalf of the Federal Ministry of Defence (BMVg).
- 2.2) The aircraft documentation as provided by the German Air Force is part of the scope of delivery.
- 2.3) If the buyer requires further data/maintenance records such as print outs of carried out maintenance on the aircraft and/or any components he must report this, stating type and extent, at the latest and exclusively within 10 calendar days after the transfer of ownership of the aircraft. The specific request shall be addressed to VEBEG.
- 2.4) The buyer or any third party has no claim to any documents that go beyond the scope of the aircraft documentation according 2.2.
- 2.5) The aircraft is airworthy and registered as a military aircraft at the German Military Aviation Authority. The buyer receives as proof of the airworthiness the "Verkehrszulassungsschein" and "Nachweis der Verkehrssicherheit" attached with the invoice.

\*\* All information as provided by the Seller per January 2024 (deviations possible).

### **3) PURCHASE PRICE AND PAYMENT**

3.1) Immediately after countersigning the sales contract by VEBEG the Buyer shall receive separate invoices for the aircraft and for the deposits according to 3.2 and 3.4.

3.2) In the case of intra-EU-Community deliveries and in the case of export deliveries to the territory of a third country within the meaning of the German Value Added Tax Act [Umsatzsteuergesetz, UStG], the Buyer shall pay an amount equal to the German value-added tax as security deposit.

The security deposit will be refunded for intra-EU-Community deliveries after the aircraft has reached the corresponding state and the signed "Entry Certificate" of the buyer is presented to VEBEG. In the case of export deliveries, the refund will be made when the customs office of exit has sent the electronic exit note to VEBEG and the buyer submits documents stating customs clearance and full payment of import taxation in the third country.

3.3) The refund amount shall be forfeited if the requested evidence is not received by VEBEG within 6 months of the invoice date; this shall not affect the Buyer's obligation to submit the evidence.

3.4) The Buyer is required to provide a financial collateral for the fulfillment of the contract amounting to € 20,000.00. This guarantee shall be reimbursed upon completion of the contract.

3.5) The total payment obligations consists of the purchase price, the security deposit and the financial collateral.

3.6) The total payment obligation shall be due for payment, free of expense, to the business account held by VEBEG GmbH at Deutsche Bank Frankfurt am Main, IBAN: DE06 5007 0010 0096 6564 00, BIC: DEUTDEFF, beneficiary: VEBEG GmbH, within 10 calendar days from the date of the invoices. No grace period will be granted.

3.7) All payments must be made by electronic transfer in Euros.



**4) WARRANTY**

- 4.1) In light of the lack of knowledge on the present condition of the aircraft, VEBEG does not offer any warranties for the type, quantity, quality, condition, usability, operability, admissibility, accident-free history and absence of defects on the aircraft as well as for the completeness of the documentation provided and the compliance of the documentation with the actual, physically installed components on the aircraft.
- 4.2) The German Air Force will remove and return to German Air Force inventory the parts and components listed in Loose Parts List and ITAR List during final demilitarization at the destination airport.
- 4.3) The Buyer is aware that the dismantling of the components has an impact on airworthiness of the aircraft that no longer can be guaranteed.
- 4.4) The Buyer has no right to demand physical delivery in part or full from VEBEG. The Buyer only has a right of refunding limited to the total payment obligation. Additional rights do not exist, unless an intentional or a grossly negligent act of VEBEG can be proven.

**5) TRANSFER FLIGHT/PASSING OF RISKS**

- 5.1) The aircraft will be transferred to the destination airport by the German Air Force. This flight will be carried out by DPU according Incoterms 2023. It takes place in the transfer period set by the German Air Force.
- 5.2) After payment of the total payment obligation, VEBEG issues the permit for the transfer flight to the destination airport.
- 5.3) Destination airports in countries which are subject to embargo measures imposed by the Federal Republic of Germany or the EU, cannot be used for delivery.
- 5.4) The destination airport must be listed in Lufthansa's eROUTE-Manual and has to provide approvals and infrastructure required for landings of such types of aircraft. It has to provide a landing-slot in the transfer-period. The buyer shall provide a landing and parking permission in writing issued by the operator of the destination-airport as well as a permission for parking-time up to max. 14 days after landing. All related costs are at the expense of the buyer.
- 5.5) The selected destination airport needs to be accepted by the German Air Force.

- 5.6) After landing at the airfield of the destination airport and arriving at the parking position a handover certificate has to be signed by the buyer and the representative of the German Air Force on site. Thus, the risk of deterioration or loss of the goods for the purchased aircraft passes to the Buyer [transfer of risk]. From this point on, the obligation to ensure traffic safety of the aircraft is in the Buyer's responsibility.
- 5.7) After the transfer of risk, the buyer shall permit representatives of the German Air Force to carry out the necessary tasks of demilitarization in accordance with Article 4.2. For this, he has to grant the representatives of the German Air Force free access to the aircraft without restrictions at the parking area.
- 5.8) The aircraft is free from ITAR components. All items classified and controlled under the US International Trade in Arms Regulations (ITAR) are listed in the ITAR-list. They will be removed by the German Air Force at the parking position and returned to the German Air Force inventory in Germany. The buyer receives an ITAR-free-certificate issued by the German Air Force after completion of removal.
- 5.9) The Buyer has to remove or render permanently illegible the lettering "Luftwaffe", the tactical identification number, the Iron Cross and other insignia visible on the outer shell before further use / transport measures, within one week after landing at the latest. Upon completion of these measures, the buyer shall submit evidence to VEBEG.
- 5.10) The Buyer is obliged to accept the aircraft documentation as provided on site by the German Air Force within 4 weeks after assignment of VEBEG. Place of storage and the person of contact on site will be communicated in advance in timely manner. If he fails to pick it up in time despite of a reminder, the German Air Force will dispose the documentation at the Buyer's expense.
- 5.11) As proof that all obligations according to points 5.8, 5.9 and 5.10 have been fulfilled by the Buyer and German Air Force, they mutually sign VEBEG's collection authorization and thereby confirm the transfer of the ownership. The buyer receives a copy, the original remains with the German Air Force.
- 5.12) VEBEG shall provide to the Buyer a "Certificate of Deletion" from German Air Force Registry within 30 working days after the handover.

**6) FOREIGN TRADE LEGISLATION**

- 6.1) The export of the aircraft is subject to customs checks and export control. As the exporter, VEBEG shall be responsible for compliance with customs requirements and the export permit process.
- 6.2) VEBEG must notify the customs authority (customs office) with jurisdiction over the storage location of the intended export of the aircraft. The Buyer shall be required to submit adequate documentation issued by the office of entry, which shows that the aircraft has entered the third country state. All related costs shall be borne by the Buyer.

**7) WASTE LEGISLATION**

- 7.1) Should the aircraft become waste as a result of the Buyer's actions after the transfer of risk has taken place, he must treat this waste in accordance to the relevant legislation and take appropriate actions on his own expense.

**8) FINAL PROVISIONS**

The Parties mutually agree to work together in the spirit of partnership and collaboration for the execution of this sales contract in general, and particularly in the event that any issues arise. In particular, the Parties must submit all declarations and take or authorise all actions required to transfer ownership of the object of purchase or parts thereof to the Buyer in accordance with this sales contract.

- 8.1) Any modifications, additions or repeals of this sales contract in part or as a whole, require the written form.
- 8.2) This sales contract constitutes the entire agreement between the Parties. It takes precedence over all previously written or verbal agreements concluded in relation to the contractual object governed herein. There are no ancillary agreements to this contract.
- 8.3) The Parties hereby agree that this contract is governed by the substantive law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Frankfurt am Main is the legal venue.

8.4)

In the event that individual clauses of this sales contract are deemed invalid, void or unenforceable, this shall not affect the validity of the remaining provisions of this sales contract. In place of the invalid, void or unenforceable provision, the Parties shall negotiate to establish a valid provision, the economic effect of which is as close as possible to the original economic effect of this sales contract, had the Parties been aware of the invalid, void or unenforceable nature of the corresponding provision upon conclusion of this contract. It is the express intention of the Parties that the above provision shall not only eliminate the burden of proof, but waive Section 139 of the German Civil Code [Bürgerliches Gesetzbuch – BGB] in its entirety. The same applies in the case of any regulatory gaps.

The Parties shall confirm the corresponding provision in the required form, at least in writing.



**A General**

1. VEBEG GmbH sells decommissioned goods of its suppliers in a tender procedure to the highest bid. Sale by VEBEG is made in its own name and for the account of its suppliers (commission business). If VEBEG also acts on behalf of the supplier (agency business), it shall disclose this in the invitation to tender, but these terms and conditions shall also be deemed to have been stipulated and agreed by the supplier.
2. The invitations to tender shall be published on the website [www.vebeg.de](http://www.vebeg.de) and shall be addressed exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code). "Entrepreneurs" according to § 14 BGB are natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, are exercising their commercial or independent professional activity. VEBEG may therefore require sufficient proof of entrepreneurial status as early as in the course of registration or upon conclusion of the contract, e.g. by providing the VAT ID number and/or other suitable proof. The data requested for the proof must be provided completely and truthfully.
3. The following conditions and those specified in each case in the invitation to tender in their respective version valid at the time of bid submission shall apply to all business relations between VEBEG and its customers. Differing agreements require the written confirmation of VEBEG. VEBEG reserves the right to amend these terms and conditions, and in particular to adapt them to changes in the law and the requirements of case law. VEBEG will publish future changes to the General Terms and Conditions on the website at least 2 weeks before they come into force for future bids and request bidders to accept these new conditions before submitting bids.
4. VEBEG's invitations to tender are non-binding and do not constitute binding contract proposals in the legal sense, but are to be understood as an invitation to the bidders to submit binding contract proposals ("bids") on their part.
5. VEBEG's invitations to tender also include goods which, in VEBEG's estimation, are covered by the Export List to the Foreign Trade and Payments Ordinance and whose export thus requires a licence from the Federal Office of Economics and Export Control (BAFA). These goods will be marked with an appropriate notice.

**B Instructions for the submission of bids**

1. The vehicles/goods offered on the website [www.vebeg.de](http://www.vebeg.de) have been decommissioned by their supplier, typically because they are no longer roadworthy or functional, or because they are incomplete. Extensive repairs and replacements may be required to restore roadworthiness or completeness. For this reason, the buyer must inspect the goods before placing a bid. (cf. item G "Warranty").
2. Bids may only be submitted online at [www.vebeg.de](http://www.vebeg.de) until the end of the bidding period.
3. Authorized to submit bids are natural and legal persons with unlimited legal capacity, who meet the requirements under A.2, have registered and whose user account is activated.
4. However, there is no fundamental entitlement to registration and activation. In particular, VEBEG is entitled at any time to exclude bidders from bidding and to revoke registration.
5. In the case of tenders, the withdrawal of a bid is done by pressing the "Cancel" button before the bid deadline. In live auctions, the withdrawal of a bid is not possible.
6. After expiry of the bid deadline, the bidder is bound by his bid. The successful bidder will be notified within 7 days by sending of the invoice. The successful bids will be published on [www.vebeg.de](http://www.vebeg.de).

**C Sale**

1. Bids of a bidder are binding contract proposals.
2. The purchase contract with a bidder shall be concluded by the acceptance of the bid in the bidding session. In principle, the award shall be made to the highest bid available at that time. The highest bidder is not entitled to be awarded the contract.
3. The statutory VAT is added to the purchase price, unless use is made of a special VAT regulation (e.g. § 25 a UStG [German VAT Act]).

**D Payment**

1. The payment of the purchase price must be received within 10 days after the invoice date without any deductions on an account of VEBEG, unless different dates are named in the tender. Payments shall be made in Euro, without cash payment. Bank charges and exchange rate differences shall be borne by the buyer.
2. In the case of intra-Community deliveries to the rest of the Community territory and in the case of export deliveries to the territory of a third country within the meaning of the UStG, the buyer shall pay an amount equal to the German statutory value-added tax in addition to the purchase price as security. The security deposit is refunded for intra-Community deliveries if the "Entry Certificate" of the buyer is presented to VEBEG after collection of the goods. In the case of export deliveries, the refund is made when the customs office of exit has sent the electronic exit note to VEBEG; in the case of vehicles, a certificate of registration or customs clearance or import taxation in the third country must also be submitted. The refund amount shall be forfeited if the requested evidence is not received by VEBEG within 6 months of the invoice date; this shall not affect the Buyer's obligation to submit the evidence.
3. The Buyer may only offset claims of VEBEG against claims which have been legally established or which have not been disputed by VEBEG.

**E Handover of the goods**

1. The buyer receives a collection authorisation after full payment of the invoice amount.
2. The buyer is obliged to collect the purchased goods within three weeks from the date of the invoice by presenting the collection authorisation, unless different deadlines are specified in the invitation to tender. This obligation to collect is a major performance obligation of the buyer. The buyer must arrange the collection date with the storage site in good time beforehand.
3. When selling to foreign buyers, VEBEG as exporter is responsible for the observance of customs regulations and for the export licence procedure. When exporting goods from the customs territory of the Community to third countries, VEBEG shall declare the goods electronically for export at the customs office of export competent for the place of storage. Third-country customers must present the goods at the customs office of export before collection. For presentation, the buyer receives the status of the export declaration signed by VEBEG with the corresponding Movement Reference Number (MRN) accompanied by the collection authorisation. After presentation, the customs office of export transmits the MRN to the customs office of exit and draws up the export accompanying document for the buyer.
4. In the case of the export of goods requiring an export licence from the territory of the Federal Republic of Germany, the handing over of the goods shall only take place after the issuing of the export licence by the Federal Office of Economics and Export Control (BAFA). The export licence is applied for by VEBEG. The buyer shall immediately provide VEBEG with the documents required for the approval procedure (e.g. end-use documents). In the case of sales to domestic buyers, it is their responsibility to check the goods for their export licence requirement, if applicable, and to apply for an export licence from BAFA.
5. The goods shall be sold from their location / storage site (ex works / EXW according to Incoterms). The buyer shall provide the labour and equipment necessary for loading and transport and shall pay any customs fees or handling costs incurred.
6. The risk of deterioration or loss of the goods shall pass to the buyer upon handover of the goods, but no later than upon expiry of the period under E.2.
7. In the case of goods sold by weight, number or measure, the exact quantity shall be determined by weighing, counting or measuring at the time of delivery under the supervision of the delivery point. In the case of sale by weight, the goods shall be weighed on the scales nearest to the place of storage at the buyer's expense and the weight tickets shall be handed over to the delivery point without delay. Customary excess quantities shall be accepted by the buyer if VEBEG so requests; they shall be invoiced subsequently at the agreed price. Appropriate credit notes will be issued for customary short quantities; subsequent delivery is excluded.
8. The buyer shall only be entitled to receive those documents (registration or replacement certificates, logbooks, etc.) which VEBEG has been authorised to pass on by its suppliers.

## F Retention of title

Ownership of the goods shall not pass to the buyer until payment has been made in full and the goods have been handed over.

## G Warranty

1. The vehicles/goods on sale have been decommissioned by the suppliers and are under their material control at their storage locations. Due to lack of knowledge of the actual condition of the goods, VEBEG assumes no guarantees for type, quantity, quality, condition, usability, operability, approvability, freedom from accidents and non-existence of defects. Bids may only be submitted online at [www.vebeg.de](http://www.vebeg.de) until the end of the bidding period.
2. References to the type, condition or composition of the goods as well as indications of quantity in the case of en bloc offers are non-binding. Information, details or assurances are only binding if they have been confirmed in writing by VEBEG.
3. The sale of the goods takes place under exclusion of any warranty.
4. The observance of safety, registration and environmental protection regulations as well as the obtaining of operating permits are the responsibility of the buyer..

## H Liability

1. VEBEG's liability for culpable injury to life, body or health as well as the absence of a guaranteed quality or fraudulent concealment of a material defect shall be governed by the statutory provisions. The purchase contract with a bidder shall be concluded by the acceptance of the bid in the bidding session. In principle, the award shall be made to the highest bid available at that time. The highest bidder is not entitled to be awarded the contract.
2. In all other respects VEBEG shall be liable for intent and gross negligence on the part of its legal representatives and vicarious agents.
3. No further liability claims by entrepreneurs against VEBEG are possible. If VEBEG is liable on the merits, VEBEG's liability shall be limited to the purchase price in cases other than those mentioned in H 1 and H 2.
4. The above limitations of liability shall also apply in favour of the legal representatives and vicarious agents of VEBEG.
5. VEBEG does not guarantee the availability of its website [www.vebeg.de](http://www.vebeg.de) at any time and is not liable for technical uncertainties in connection with the internet as a medium.

## I Delay in payment and collection

1. In the event of delay in payment VEBEG may, subject to all further rights (§§ 280, 281 BGB), charge interest at the rate of 9 percentage points above the base interest rate and withhold its due payments from all purchase contracts concluded with the Buyer.
2. In case of delay in collection, VEBEG shall be entitled to charge default costs comparable to usual storage charges of forwarding agents and/or to have the goods removed and stored elsewhere at the buyer's expense and risk. In addition, it may, after setting a deadline, sell the goods on the open market or otherwise use/dispose of them in accordance with §§ 280, 281 of the German Civil Code (BGB) and charge the buyer for the costs incurred and damages caused by the delay.

## J Place of performance, jurisdiction and applicable law

Place of performance for all payments and place of jurisdiction is Frankfurt am Main.

The law of the Federal Republic of Germany shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods shall not apply.

These Terms and Conditions shall remain binding in their remaining parts even if individual provisions are invalid.

NON-BINDING TRANSLATION. IN CASE OF DISPUTES THE GERMAN VERSION PREVAILS.