

General Purchasing Conditions of AneCom AeroTest GmbH



Section 1 Scope of application

- (1) All deliveries, services and offers of our suppliers (hereinafter collectively referred to as **Performances**) are exclusively governed by these General Purchasing Conditions, which are an integral part of all contracts concluded by us – AneCom Aero Test GmbH – with our suppliers on the performances offered by them. They shall also apply to all future deliveries to us even if not specifically agreed again.
- (2) Terms and conditions of our suppliers or of third parties shall not apply, not even if we do not specifically object to them in a given case. Even if we directly or indirectly refer to a letter containing terms and conditions of the supplier or a third party, such reference does not imply that we consider them applicable.

Section 2 Orders

- (1) We are entitled to change the date and place of a Performance as well as the type of packaging at any time in writing subject to at least six calendar days' notice counting from the agreed date of Performance. The same applies to any change to product specifications to the extent that they can be implemented within the supplier's regular manufacturing process without requiring any substantial additional effort with the proviso that in these cases a notice period of at least 14 calendar days is required. We shall in each case reimburse the supplier for any reasonable additional cost proven to have been incurred by the latter through such change. Where a change entails such delays in Performance as cannot be avoided by reasonable efforts within the regular manufacturing and business process of the supplier, the originally agreed date of Performance shall be postponed accordingly. The supplier shall, upon careful review, advise us in writing of the additional costs or the delays in Performance expected by it, doing so in good time before the date of Performance, not later, however, than within two working days of receipt of our notice pursuant to the first sentence above.
- (2) We are entitled to terminate a contract at any time by written declaration including a statement of reasons if we are no longer in a position to make use of the Performances ordered within the scope of our business process on account of circumstances occurring after closing, in which case we shall reimburse the supplier for any partial Performances properly rendered by it.

Section 3 Prices, terms of payment, accounting particulars

- (1) The price specified in the order is binding.
- (2) In the absence of any written covenant to the contrary, prices include delivery and transport to the shipping address specified in the contract complete with packaging.
- (3) To the extent that pursuant to the agreement made prices do not include packaging and that the packaging charges – except where the packaging material is provided on loan – are not specified, packaging shall be calculated at the cost price. If required by us, the supplier has to take back any packaging at his own expense.
- (4) Unless otherwise agreed, we shall make payment within 14 days from formal acceptance of the Performance and receipt of a proper invoice at 3 per cent cash discount or within 60 days with no such discount.
- (5) All order confirmations, delivery papers and invoices shall i.a. specify our order number and, where applicable, the numbers of parts and pieces, the quantity delivered and the delivery address. Delivery papers must also include serial and component variance numbers, inspection plan particulars as well as the supplier's conformity certificate and release declaration. If processing within the scope of our ordinary course of business is delayed on account of the absence of one or more of the above particulars, the payment period specified in sub-section 4 is extended by the period of such delay.
- (6) If we fail to make payment when due, we owe default interest at a rate of five percentage points above the base rate of interest governed by section 288 BGB (German Civil Code).

Section 4 Place of fulfilment, transport, customs, export control

- (1) Place of fulfilment regarding the contractor's performance is, except as otherwise agreed in writing, the delivery address specified by us and, in the absence of such address, the registered office of our company.
- (2) Each consignment needs to be accompanied by the specific shipping papers agreed for it and to be properly labelled including, if composed of more than one batch, distinguishable labelling of each of them. If the agreed records (shipping papers, drawings, samples etc.) are provided late, incomplete or defective, the supplier is liable to pay an administration fee of 100.00 EUR for the increased expenditure thereby incurred by us without prejudice to the assertion of any more excessive damages.
- (3) The supplier is required to provide us with the declaration of product origin usually required under customs law. A supplier whose registered office or habitual abode is located outside - or which imports products into - the Federal Republic of Germany is liable to ensure that its products are declared as required by law. It is moreover liable to see to it that the applicable (national and international) export control provisions (including, where applicable, the pertinent US regulations) are complied with and to submit to us, on request, any pertinent certificates or documents. In respect of goods from other EU countries the supplier is moreover required to submit the declarations provided for by applicable statutory provisions.

Section 5 Execution of performances

- (1) In executing its Performances the supplier shall be guided by utmost care, the generally recognised rules of technology, pertinent statutory and regulatory requirements and current industry standards while using the methods, processes, tools and norms agreed with us in particular in the fields of development and quality management. Where such industry standards or norms fall short of the technological state of the art, the Performances shall be executed according to the state of the art prevailing as of the point in time of their execution.
- (2) The supplier is required to promptly advise us in writing if it considers the records provided by us for the execution of its Performances inadequate or deficient.
- (3) The supplier is required to promptly notify us in writing of the status of execution of the Performances ordered whenever requested by us to do so. It is moreover obligated whenever required by us to do so to grant us, our customers or, where applicable, the competent authorities on prior appointment access to its business premises and to furnish proof of the status of execution of the Performances. It will, whenever requested to do so, submit the records required by way of such proof and will name a contact person for queries.
- (4) The supplier is entitled to render partial Performances only with our prior consent.

Section 6 Performance period, contractual penalty, transfer of risk, formal acceptance

- (1) The performance period (date or deadline) specified in the order shall be binding. Early performance is permissible only on our prior written consent.
- (2) The supplier is obligated to promptly notify us in writing whenever it becomes aware or assumes that the performance period cannot be observed.
- (3) If the day by which the Performance is to be rendered is specified in the contract, the supplier will be in default as of the end of that day without any reminder on our part being required.
- (4) In case of default in performance we are fully entitled to the pertinent legal remedies including the right of rescission and the right to claim damages in lieu of performance following the futile expiry of a reasonable grace period except where the setting of such a period is dispensable.
- (5) In case of default in performance we are entitled to impose on the supplier in respect of each incipient week of such default a contractual penalty at a rate of 0.5 per cent of the given net contract value, up to a maximum of 5 per cent. The contractual penalty shall be set off against any compensation payable by the supplier on account of the default.
- (6) Even if dispatch has been agreed, risk shall pass to us at the earliest by the point in time when the Performances are handed over to and formally accepted by us at the agreed point of destination in their entirety and without material defects.

- (7) We shall inspect and formally accept the Performances within a reasonable time after delivery. Any fictitious acceptance or acceptance by being put to use is explicitly excluded.

Section 7 Ownership safeguards

- (1) We reserve the right to ownership and copyrights in respect of the orders placed by us and the drawings, visual recordings, calculations, descriptions and other records made available to the supplier by us with the proviso that the latter may not without our express consent make these objects accessible to third parties, disclose them, use them for its own purposes, arrange for them to be used by third parties or reproduce them. The supplier is required to return all of these records to us whenever requested by us to do so complete with any potential copies thereof (except for order forms).
- (2) Tools, devices, raw material or samples made available by us to the supplier or produced under contract and separately invoiced to us by the supplier shall remain our property or shall pass into our ownership on being completed. The supplier shall label these items as our property, keep them in safe custody, protect them from damage of any kind and use them only as contracted for. The costs of maintaining and repairing these items shall equally be shared between the pertinent contracting parties except if otherwise agreed. Where, however, such costs are attributable to defects of any of the above items produced by the supplier or to improper use by the supplier, its staff members or other vicarious agents, they shall be borne by the supplier alone. The supplier shall promptly notify us of any but insignificant defects of these items. Moreover, the supplier is on request obligated to return these items to us in proper condition when no longer required by it for the fulfilment of contracts concluded with us.
- (3) Reservations of title by the supplier shall only apply in respect of our payment obligations concerning such products as are subject to such reservations with the proviso that in particular prolonged or extended reservations of title are ruled out.

Section 8 Warranty claims

- (1) Defects entitle us to the entirety of our statutory warranty claims. The warranty period is 24 months.
- (2) Notice of variations in quality or quantity shall consistently be deemed to have been given by us in good time if we have done so vis-à-vis the supplier within 14 business days of the goods' arrival at our premises. Likewise, notice of hidden material defects is consistently considered to have been given in good time if received by the supplier within 14 business days of being discovered.
- (3) Any formal acceptance or approval by us of designs or samples submitted to us does not imply any waiver of our pertinent warranty claims.
- (4) The period of limitation in regard to warranty claims is suspended as of the point in time of receipt by the supplier of our written notice of defect. In case of replacement deliveries or the correction of faults the period of limitation concerning replaced or repaired parts shall recommence from the start except where the supplier's conduct compelled us to conclude that the latter did not feel obligated to make such replacement delivery or corrections of faults but was rather motivated to do so by goodwill or on similar grounds.

Section 9 Property rights

- (1) The supplier warrants that no third-party intellectual property rights existing in the countries of the European Union, the United States, Canada, India, Japan, China or the Russian Federation are infringed in the context of its Performances or the use thereof.
- (2) The supplier is obligated to release us and those of our customers who are the intended beneficiaries of the supplier's Performances (hereinafter: **Customers**) from any and all claims raised by third parties against us or our Customers on account of any infringement of such industrial property rights as are referred to in sub-section (1), and to refund all costs necessarily incurred by us and our Customers in the context of such recourse. The validity of this claim is unrelated to any fault of the supplier.
- (3) The supplier shall indemnify us and our Customers in every respect and at its own expense against any claims to adequate compensation raised by copyright holders or inventors of the Performances on the basis of cogent law and shall bear all costs arising in this context.
- (4) Our claims against the supplier on account of any infringement of intellectual property rights shall not become statute-barred prior to any underlying third-party claim. Apart from that the limitation of actions on account of legal defects is subject to the regular statute of limitations.
- (5) Any rights to the Performances shall pass to us as of the point in time of their creation, doing so as early as at any of their intermediate developmental or planning stages. We thereby acquire the sole right to their discretionary and unrestricted exploitation. In the event that we should on legal grounds fail to become the original sole holder of all rights to the Performances within the meaning of the preceding sentence, the supplier, stating that it is prepared to transfer the pertinent rights to us, hereby does so to the effect that we are entitled to exercise them in the manner specified in the preceding sentence. To the extent that Performances are protected by copyrights or other non-transferable rights so that we cannot become holders of such rights on legal grounds, the supplier hereby grants us the unrestricted, irrevocable, exclusive, worldwide, gratuitous, permanent, sub-licensable and transferable right to edit such performances and to exploit them in edited or unedited form in all known or as yet unknown types of use. The supplier hereby expressly waves the right – including on behalf of its staff members – to be designated author of the Performances.
- (6) The supplier shall promptly notify us in writing of all protectable and registrable ideas or inventions emerging in the course of work on the Performances, doing so in such detail as is generally required for the registration of property rights. We are entitled to register these property rights in our name in any country or manner, and to exploit them in any technical fashion.
- (7) We are entitled to transfer the above rights and rights of use to third parties, preferably to our Customers.

Section 10 Secrecy and data protection

- (1) Except as otherwise provided for in any confidentiality agreement, the supplier is obligated to observe utmost secrecy, even beyond the date of conclusion of the given contract, about the conditions specified in the pertinent order, about the particulars and records made available for that purpose (except for any publicly accessible information) and about the Performances proper while confining the use of such particulars and records to the execution of the order. The commitment to confidentiality shall not lapse until the pertinent particulars become generally known without fault on the supplier's part. The supplier shall on request immediately return such particulars and records to us.
- (2) The supplier is not allowed to make reference to this business relationship in advertising materials, leaflets etc. without our prior written consent.
- (3) In processing of personal data the supplier shall comply with the legal provisions on data protection while enabling us to verify compliance with these provisions. The supplier shall commit its staff members in writing within the meaning of section 5 BDSG (Federal German Data Protection Act).
- (4) The supplier is liable for the actions of its staff members.
- (5) The supplier shall commit its sub-suppliers for the purposes of this section 10. If a specific confidentiality agreement was concluded between us and the supplier, the former shall additionally commit its sub-suppliers for the purposes of that agreement.

Section 11 Liability

The supplier's liability is governed by the pertinent statutory provisions. Exclusions and/or limitations of liability are inadmissible.

Section 12 Access and admission rules

- (1) The supplier and its staff members may not enter our works premises or operating rooms except by prior appointment and after communicating the personal data required by us.
- (2) Following such appointment the supplier and its staff members may only enter those areas or operating rooms for which we have issued them with specific access permits and which they need to enter for the discharge of their duties.

- (3) On our works premises our work regulations must be complied with at all times. The same goes for our access prohibitions and restrictions. Access permits granted must always be worn visibly and be produced or handed over on request. They are not transferable. Any loss thereof needs to be reported immediately. Access permits shall be personalised. Third parties (including family members and children) must not be brought along to our works premises.
- (4) Writings, data or files must not be relocated without our express consent. No photos may be taken or other visual recordings made.
- (5) The supplier is not allowed to bring personal data recording devices (laptops, USB sticks, data carriers etc.) along to our works premises except with our written consent.
- (6) Where suppliers have been granted access (by special permit) to our networks or data processing facilities, they may not make use thereof except for the discharge of their contractual duties. They must moreover ensure that no unauthorised third party is able to use their access permit in order to gain access to our networks or data processing facilities and that our entire data processing and IT equipment is protected from being accessed – especially externally - by any unauthorised third party (including the supplier's colleagues, family or staff members).

Section 13 Assignment

Accounts receivable arising from a contractual relationship of the supplier must not be assigned by the latter to any third party. The above does not apply to cash receivables.

Section 14 Code of conduct

- (1) We attach great importance to confining our business relations to contractual partners whose conduct conforms to the ethical and moral principles embraced by us and the UN Commission on Human Rights.
- (2) The supplier therefore undertakes to adhere to all laws applicable to its activities, to refrain from encouraging or tolerating any form of corruption, notably any unlawful favouritism toward public or private-sector decision-makers, to observe human rights and the recognised environmental standards, to facilitate healthy and safe working conditions and to ban child labour and discrimination.
- (3) If the supplier gravely violates this Code of Conduct we are entitled to terminate the pertinent contract. Except in case of intentional disregard for environmental guidelines or any infringement of the ban on child labour, we are allowed to the exercise our right of termination only after fruitlessly setting the supplier a reasonable time limit for remedying the infringement.

Section 15 Termination

- (1) Each contractual partner is entitled to prematurely terminate a contract for cause without observing any notice period. Termination for cause is applicable in particular –
 - a) Where the other contractual partner infringes a material contractual provision or gets into default while failing to remedy such infringement in defiance of a pertinent written reminder within a reasonable period of time following receipt thereof;
 - b) Where the contractual infringement made by the other contractual partner is of such gravity that it appears unreasonable to expect the terminating party to abide by the contractual relationship;
 - c) Where the other contractual partner suspends payment or where an application for the opening of insolvency proceedings is filed and/or where such insolvency proceedings are in fact instituted or where the pertinent application is dismissed for insufficiency of assets.
- (2) Notices of termination require the written form in order to be effective.
- (3) If we give notice to terminate a contract pursuant to sub-section 1, we shall make payment for the Performances rendered as contracted for up to the point in time of such termination to the extent that the Performances so rendered are usable for and actually used by us. We do not recognise any more extensive claims for Performance or damages on the supplier's part. Any more extensive rights and claims on our part are not affected by such termination.
- (4) We are entitled to entirely or partly terminate the given contract at any time even without cause, in which case we shall remunerate the supplier for the Performances rendered by it as contracted for up to the point in time of such termination. In addition, the supplier shall be remunerated as contracted for any Performances no longer rendered by it by reason of such termination, taking account of any expenses saved by the supplier on account of such termination, of any gains made by the supplier on that account through any alternative use of its labour or by maliciously neglecting to do. The contracting parties value the expenses so saved at 95 per cent of any outstanding remuneration. The supplier is entitled to furnish proof to the effect that a lower expense amount was in fact saved. The above arrangement also applies to any potential partial termination.

Section 16 Venue, applicable law

- (1) Except as otherwise agreed, exclusive venue for all disputes arising from the given contractual relationship shall be the German town of Wildau.
- (2) Any contracts concluded between us and the supplier are governed by the law of the Federal Republic of Germany to the exclusion of the Convention on the International Sale of Goods and to the exclusion of the rules of Private International Law.

Section 17 Written form, severability clause

- (1) Any collateral agreements, modifications or amendments made in regard to the given contract require the written form. The same applies to any change to the requirement of writing.
- (2) Should any provision of the given contract or the present General Purchasing Conditions or any potentially included Special Purchasing Conditions be or become ineffective, the effectiveness of its remaining provisions shall not be affected thereby.
- (3) In lieu of any such ineffective provision or to fill any potential lacuna the contractual partners shall agree on such a legally admissible arrangement as to the extent possible corresponds to what the contractual partners intended or, in view of the meaning and purpose of the given contract, would have intended to achieve if they had become aware of the pertinent lacuna.

Issue December 2024