General Terms and Conditions of Purchase of TEST-FUCHS Aerospace Systems GmbH

1. Scope

These General Terms and Conditions of Purchase apply to all orders (deliveries and services) from TEST-FUCHS Aerospace Systems GmbH.

2. Award of contract

These Terms and Conditions of Purchase shall become an integral component of the contract upon acceptance of an order. Only written orders shall be valid. Changes, amendments or collateral agreements made before, during or after contract execution require the written confirmation by TEST-FUCHS Aerospace Systems GmbH.

3. Order confirmation, general terms and conditions of the Contractor

3.1 TEST-FUCHS Aerospace Systems GmbH shall receive prompt confirmation of the acceptance of the order. TEST-FUCHS Aerospace Systems GmbH reserves the right to cancel, without compensation, an order already placed unless TEST-FUCHS Aerospace Systems GmbH has received a proper order confirmation within a reasonable period but within 7 business days at the latest.

3.2 The Contractor's General Terms and Conditions shall not apply unless accepted by TEST-FUCHS Aerospace Systems GmbH in writing.

4. Delivery, default

4.1 The deadlines specified in the order are binding and shall be adhered to without fail. The Contractor shall notify TEST-FUCHS Aerospace Systems GmbH promptly if there are signs of a potential delay or of the agreed deadlines not being met, stating the reasons and expected duration of the delay.

4.2 Regardless of culpability on the part of the Contractor and proof of actual damage, TEST-FUCHS Aerospace Systems GmbH is within its rights to charge a penalty in the amount of 0.5% of the overall order value for each calendar day, or part thereof, the delivery or service was delayed, up to a maximum of 10% of the entire order value. TEST-FUCHS Aerospace Systems GmbH reserves the right to claim damages exceeding the penalty. In the event delivery is delayed, TEST-FUCHS Aerospace Systems GmbH is entitled to withdraw from the contract after a reasonable grace period has been set.

4.3 For deliveries including installation or assembly and upon the performance of services, the risk is transferred upon acceptance, in case of deliveries without installation or assembly upon receipt by TEST-FUCHS Aerospace Systems GmbH at the destination. Deliveries to TEST-FUCHS Aerospace Systems GmbH shall be made in accordance with Incoterms® 2010 to DAP TEST-FUCHS Aerospace Systems GmbH, Test-Fuchs Strasse 1-5, A-3812 Gross-Siegharts.

4.4 Partial deliveries or advance deliveries require our written consent. In case of unsolicited premature delivery the term of payment shall commence at the originally agreed date of delivery.

4.5 Each delivery shall be accompanied by a detailed delivery slip. Delivery slips shall include our order number, our item number and designation, the quantity of parts delivered as well as a list of all documents accompanying the delivery. The costs for transport insurance are not reimbursable.

5. Payment

5.1 The payment term of the bill commences upon complete acceptance of the delivery or performance of service by TEST-FUCHS Aerospace Systems GmbH and receipt of the proper bill. To the extent the Contractor is obligated to provide documents relating to materials testing, inspections/testing, and quality or other documentation, receipt of these documents is a prerequisite for complete delivery or performance.

5.2 Unless agreed otherwise, TEST-FUCHS Aerospace Systems GmbH may choose, at its discretion, payments within 14 days with a 3% discount or net payments within 30 days.

5.3 Electronic bills (with digital signature) are to be sent to the following e-mail address only:
accounting_as@test-fuchs.com

6. Acceptance, notification of defects, liability for defects, and product liability

6.1 The transfer of goods (acceptance) as well as the inspection for completeness and any visible defects shall take place within a reasonable period after receipt of the goods. TEST-FUCHS Aerospace Systems GmbH shall notify the Contractor of any defects detected as quickly as possible, but no later than within 15 business days.

6.2 The Contractor warrants the use of brand-new materials best suited for the purpose, as well as the proper implementation conforming to drawing, functional construction and flawless assembly. The Contractor shall guarantee its deliveries and services for a period of three years. In case of deliveries and services firmly attached to buildings and/or properties, the warranty period is three years as well. Upon elimination of the defects complained about, the warranty period for the replacement delivery or service item will commence anew. For deliveries the warranty period begins with the installation or assembly and for services upon acceptance; for deliveries without installation or assembly the warranty period begins with the receipt at the "place of use", for hidden defects upon detection. For deliveries to locations where TEST-FUCHS Aerospace Systems GmbH carries out job orders outside its plants or shops, using the goods delivered, the warranty period begins upon acceptance of the service to be rendered by TEST-FUCHS Aerospace Systems GmbH by its client. The written assertion of the warranty period by TEST-FUCHS Aerospace Systems GmbH is adequate for preserving it.

6.3 At the discretion of TEST-FUCHS Aerospace Systems GmbH, the Contractor shall at its expense either promptly eliminate any defects appearing within the above warranty periods or redeliver the goods or services free of defects within the period specified. In any case, TEST-FUCHS Aerospace Systems GmbH is also within its rights to demand reimbursement of all costs associated with the elimination of the defect, such as dismantling and installation costs. In urgent cases, including, but not limited to warding off imminent dangers or preventing excessive damage, we are within our rights to eliminate the defects detected at the Contractor's expense.

6.4 The contractor shall indemnify and hold TEST-FUCHS Aerospace Systems GmbH harmless in case of patent, copyright, brand and design protection disputes and warrant the unrestricted use of the goods delivered.

7. Place of fulfilment, applicable law, place of jurisdiction, severability, reservation clause

7.1 The place of fulfilment for deliveries or services is Groß-Siegharts.

7.2 The applicable law is Austrian law only. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is categorically excluded.

7.3 The Handelsgericht (Commercial Court) in Krems has exclusive jurisdiction in case of disputes, including but not limited to the execution of a contract or claims arising from the contract.

7.4 In case individual provisions are or become invalid, the validity of the remaining provisions shall remain intact.

8. Confidentiality

The Contractor agrees to keep confidential all information about TEST-FUCHS Aerospace Systems GmbH disclosed in conjunction with the order or the contents of the order, unless the information is public knowledge or the Contractor has otherwise become lawfully aware of it. The Contractor further agrees to keep confidential all results or partial results developed while filling the order and to use said information solely for filling this order. Should the Contractor engage a third party to fulfil its contractual obligations, it shall obligate said third party contractually to the corresponding confidentiality requirements.

9. Substance declaration, RoHS, hazardous substances

9.1 The Contractor warrants that the deliveries to which it is obligated based on the order are in compliance with RoHS (Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment) and therefore meet the thresholds associated with the RoHS guideline for restricted use of certain hazardous substances in electric and electronic devices (EU Directive 2011/65/EU) at the time of delivery.

9.2 If the Contractor supplies products permitted by law but nevertheless legally subject to substance restrictions and/or substance reporting requirements (e.g. REACH - Registration, Evaluation, Authorisation and Restriction of Chemicals), the Contractor shall declare them no later than upon initial product delivery.

9.3 If the delivery includes goods to be classified as hazardous goods according to international regulations, the Contractor shall so notify TEST-FUCHS Aerospace Systems GmbH no later than upon order confirmation.

9.4 Packaging timber shall meet applicable EC phytosanitary requirements.

10. Ethics and Responsibility

10.1. **Fair Working Conditions and Wages** The Contractor undertakes to ensure exclusively fair and legally compliant working conditions in all business practices. This includes the payment of an appropriate wage that is at least equal to the applicable statutory minimum wage and sufficient to cover the basic needs of the employees, compliance with all applicable labor and social laws, and the assurance that neither forced labor nor any form of exploitation takes place.

10.2. **Prohibition of Child Labor** The Contractor undertakes to strictly exclude any form of child labor throughout the entire supply chain. The employment of children under the age of 15 (or the national minimum employment age, whichever is higher) is strictly prohibited. This prohibition expressly applies to the Contractor's subcontractors, service providers, and any other business partners.

10.3. **Ethical Business Practices** The Contractor undertakes to adhere to transparent and ethical business practices. Any form of corruption, bribery, fraud, embezzlement, or other unethical conduct will not be tolerated. The Contractor must respect human rights throughout all business activities and ensure that no violations of labor, social, or other human rights occur.

10.4. **Environmental Protection and Sustainability**. The Contractor undertakes to use environmentally friendly and sustainable business practices that minimize negative impacts on the environment. These include the efficient use of resources, the reduction of waste and emissions, the implementation of appropriate measures to protect the environment, and compliance with all applicable environmental laws and standards. The Contractor further undertakes to pursue continuous improvement measures to further reduce its environmental impact in the long term and to promote sustainable development.

The Contractor is responsible to implement appropriate measures and controls to always ensure compliance with these requirements.

11. Cyber-Security in Supply Chain

11.1. **General Requirements** The Contractor undertakes to take all necessary measures to ensure the integrity, confidentiality, and availability of the information provided or processed. The Contractor must maintain a documented cyber security strategy that aligns with current best practices, including, but not limited to, ISO 27001, NIST, or other comparable recognized standards.

The Contractor is required to implement at least the following security measures: installation and regular update of Antivirus-Software, implementation of ongoing security updates for all systems and applications, the use of Firewalls to monitor and control network traffic, the implementation of IDS- and IPS-systems to detect and prevent attacks, encryption of sensitive data both at rest and in transit, and the use of multi-factor authentication for access to critical systems. The Contractor acknowledges that TEST-FUCHS Aerospace Systems GmbH may occasionally receive specific security requirements from its customers that exceed the requirements defined in this contract. TEST-FUCHS Aerospace Systems GmbH will inform the Contractor separately and in writing of any such special requirements.

11.2. **Review and Audit** TEST-FUCHS Aerospace Systems GmbH reserves the right to check the Cyber-security measures of the Contractor. This is carried out by self-assessment questionnaires, audits or third-party reviews. The Contractor must remedy all identified security vulnerabilities within an agreed timeframe and inform TEST-FUCHS Aerospace Systems GmbH about the measures taken.

11.3. The Contractor is obligated to immediately report any security incidents that could affect the services or products provided to TEST-FUCHS Aerospace Systems GmbH. In case of a security incident, a coordinated approach to remediation and communication between the involved parties must be ensured. Security incidents that could affect data transmitted by TEST-FUCHS Aerospace Systems GmbH must be immediately announced via E-Mail to infosec@test-fuchs.com.

11.4. If the Contractor (AN) engages subcontractors to provide services or products for TEST-FUCHS Aerospace Systems GmbH, these subcontractors must comply with the same cyber security requirements as the Contractor. The Contractor remains fully responsible for verifying, ensuring compliance with, and maintaining the effectiveness of the cyber security measures of its subcontractors, and must ensure that these requirements are consistently met.

11.5. In case of non-conformity with the requirements listed in this chapter TEST-FUCHS Aerospace Systems GmbH reserves the right to impose a contractual penalty or to terminate the contract with immediate effect.