

§ 1 General - Scope of application

- (1) These Terms and Conditions of Purchase apply to all current and future business relationships with entrepreneurs. Entrepreneurs within the meaning of the Terms and Conditions of Purchase are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into and who act in the exercise of a commercial or independent professional activity.
- (2) Deviating, conflicting or supplementary terms and conditions shall not become part of the contract, even if known, unless their validity is expressly agreed to in writing.

§ 2 Offer - Offer documents

- (1) The supplier is obliged to accept our order within a period of 2 weeks.
- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively on the basis of our order; after completion of the order they are to be returned to us unsolicited. They must be kept secret from third parties.

§ 3 Prices - Terms of payment

- (1) The price stated in the order is binding. In the absence of any written agreement to the contrary, the price shall include delivery "free domicile", including packaging. The return of packaging requires special agreement.
- (2) We can only process invoices if these are specified in accordance with the specifications in our order, the order number shown there; the supplier is responsible for all consequences of non-compliance with this obligation.
- (3) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 2% discount or net within 30 days of receipt of invoice.
- (4) We shall be entitled to rights of set-off and retention to the extent permitted by law.

§ 4 Delivery time

- (1) The delivery time stated in the order is binding.
- (2) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the confirmed delivery time cannot be met.
- (3) In the event of a delay in delivery, we shall be entitled to the statutory claims.
- (4) In particular, we shall be entitled to demand compensation instead of performance and withdrawal after the fruitless expiry of a reasonable period. If we demand compensation, the supplier shall be entitled to prove to us that he is not responsible for the breach of duty.

§ 5 Transfer of risk - documents

- (1) Unless otherwise agreed in writing, delivery shall be free domicile.
- (2) The supplier is obliged to state our order number on all shipping documents and delivery bills; if he fails to do so, we shall not be responsible for delays in processing.

§ 6 Manufacturing and quality requirements

- (1) In addition to the specifications agreed between the parties, the supplier must comply with the recognized rules of technology and statutory regulations and the official and trade association requirements for its deliveries. Furthermore, the delivered goods must be suitable for the use assumed under the contractual relationship.

or if such cannot be determined, be suitable for normal use and have a quality that is customary for goods of the same type and that Hentschel Harteloxal can expect according to the type of goods delivered.

- (2) The supplier must carry out possible outgoing inspections for him and be able to present these if necessary.
- (3) Should authorities request access to Hentschel Harteloxal's production and test documents in order to verify certain requirements or key characteristics, the supplier agrees to grant the authorities the same rights regarding the supplier's operations at Hentschel Harteloxal's request and to provide all possible assistance, insofar as this may be requested by Hentschel Harteloxal's authorities.
- (4) The supplier undertakes to create working conditions that comply with national legal regulations and to protect the physical and mental integrity and health of its employees. Lawful, non-discriminatory behavior and safe and healthy working conditions are essential.
- (5) If changes are made to products or their composition, Hentschel Harteloxal must be informed in writing.

§ 7 Inspection for defects - Liability for defects

- (1) We are obliged to inspect the goods within a reasonable period for any deviations in quality and quantity; the complaint shall be deemed to have been made in good time if it is received by the supplier within a period of 5 working days, calculated from receipt of the goods or, in the case of hidden defects, from discovery.
- (2) We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, rectify the defect or deliver a new item. We expressly reserve the right to claim damages, in particular damages in lieu of performance.
- (3) We are entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or particular urgency.
- (4) The limitation period is 24 months, calculated from the transfer of risk.

§ 8 Other

The items ordered are subject to the requirements of the aviation industry.

The following minimum requirements must be met:

- Commissioning of suppliers specified by the client, if agreed
- Obtaining approval from the client in the event of non-conformities (special release)
- Preventing the use of counterfeit parts
- Informing the client in the event of product or process changes (also for subcontractors)
- Retention of documented information for a period of 36 years
- Providing access to the production facilities for the client, its customers and the authorities
- Ensuring product safety
- Compliance with ethical behavior

§ 9 Final provisions

- (1) The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
If the customer is a merchant, a legal entity under public law or a special fund under public law, our place of business shall be the place of performance and jurisdiction, unless otherwise stated in the order confirmation; however, we shall also be entitled to sue our contractual partner at its place of jurisdiction.

General Terms and Conditions of Purchase

Hentschel Harteloxal GmbH + Co KG



- 2) Should individual provisions of the contract with the customer, including these General Terms and Conditions of Purchase, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.