

§ 1 General – Scope

- (1) These Terms and Conditions of Purchase apply to all present and future business relationships with entrepreneurs. Entrepreneurs within the meaning of these 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 their commercial or independent professional activity.
- (2) Deviating, conflicting or supplementary terms and conditions shall not become part of the contract, even if we are aware of them, 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 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 must be returned to us without request. They must be kept confidential from third parties.

§ 3 Prices – Terms of Payment

- (1) The price stated in the order is binding. In the absence of a deviating written agreement, the price includes delivery “free domicile” (frei Haus), including packaging. The return of packaging requires a separate agreement.
- (2) We can only process invoices if, in accordance with the requirements of our order, they state the order number shown therein; the supplier is responsible for all consequences arising from 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 the invoice, less a 2% cash discount, or net within 30 days of receipt of the invoice.
- (4) We are entitled to rights of set-off and retention to the extent provided by law.

§ 4 Delivery Time

- (1) The delivery time stated in the order is binding.
- (2) The supplier is obliged to notify us in writing without delay if circumstances occur or become apparent to it from which it follows that the confirmed delivery time cannot be met.
- (3) In the event of delay in delivery, we are entitled to the statutory claims.
- (4) In particular, after the fruitless expiry of a reasonable period, we are entitled to demand damages in lieu of performance and to withdraw from the contract. If we claim damages, the supplier has the right to prove to us that it is not responsible for the breach of duty.

§ 5 Transfer of Risk – Documents

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

§ 6 Manufacturing and Quality Requirements

- (1) In addition to the specifications agreed between the parties, the supplier shall comply with the generally recognised rules of technology, the statutory provisions and the requirements of the authorities and of the employers' liability insurance associations for its deliveries. Furthermore, the goods delivered must be suitable for the use presupposed under the contract or, if no such use can be determined, for ordinary use, and must be of a quality that is customary for goods of the same kind and that Hentschel Harteloxal can expect given the nature of the goods delivered.
- (2) The supplier must carry out the outgoing inspections that are possible for it and be able to present evidence of them if required.

- (3) Should authorities, in order to verify certain requirements or key characteristics, demand access to the production and inspection records of Hentschel Harteloxal, the supplier agrees, at the request of Hentschel Harteloxal, to grant the authorities the same rights with regard to the supplier's operations and to provide every possible support, insofar as this can be demanded of Hentschel Harteloxal by the authorities.
- (4) The supplier undertakes to create working conditions that comply with national statutory regulations and protect the physical and mental integrity and the health of its employees. Lawful, non-discriminatory conduct as well as safe and healthy working conditions are indispensable.
- (5) If changes are made to products or their composition, Hentschel Harteloxal must be informed thereof 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; a notice of defects is deemed timely 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 their discovery.
- (2) We are entitled to the statutory claims for defects without restriction; in any case, we are entitled to demand from the supplier, at our option, rectification of the defect or delivery of a new item. The right to damages, in particular to damages in lieu of performance, is expressly reserved.
- (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 Miscellaneous

The articles ordered are subject to the requirements of the aviation industry. The following minimum requirements must be met:

- Use of suppliers specified by the purchaser, if agreed
- Obtaining approval from the purchaser in the event of non-conformities (concession)
- Prevention of counterfeit parts and materials in accordance with the current EN 9100
- Informing the purchaser of product or process changes (including at sub-suppliers)
- Retention of documented information for a period of 36 years
- Granting access to the production facilities to the purchaser, its customers and the authorities
- Ensuring product safety
- Compliance with ethical conduct

§ 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 (CISG) shall not apply.
If the customer is a merchant, a legal entity under public law or a special fund under public law, our registered office shall be the place of performance and place of jurisdiction, unless otherwise stated in the order confirmation; however, we are also entitled to sue our contractual partner at its place of jurisdiction.
- 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, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.

This English version is a convenience translation. In case of any discrepancy, the German version shall prevail.