

Aerodata – General Terms and Conditions (“GTC”) for Purchasing

1. General Provisions / Applicability

These General Terms and Conditions of Purchase apply to the supply of goods and the provision of services/work by the Seller to Aerodata AG.

Our orders, as well as all deliveries and services provided to us, are made exclusively subject to the following terms and conditions. Any amendments or additions to terms and conditions already set out in previous orders and/or contained in the Seller's order confirmation are only valid if such amendments or additions have been expressly accepted by us (even if we have not previously raised any objections or reservations).

Any deviating, conflicting or supplementary general terms and conditions of the supplier shall only form part of the contract if we have expressly agreed to their validity in writing.

The contractual relationship between Aerodata and the seller is governed by the following agreements in the order listed:

- Purchase/Service Contract, including annexes,
- these General Terms and Conditions of Purchase.

These GTC of Purchase shall also apply to all future transactions between Aerodata and the seller without the need for a further express agreement.

2. Conclusion of the Contract

Written orders from the customer may only be accepted by the supplier within a period of 5 working days of receipt of the order by means of a written order confirmation. The expiry of this period is determined by the date on which the acceptance is received by the customer.

The order confirmation must contain all essential order details, in particular the exact description of the goods and services ordered, the current version of the Incoterms, the order number, and the order and delivery dates. The Supplier shall be liable for any delays resulting from a breach of these provisions by the Supplier.

Any additions or amendments to orders require the Client's confirmation in writing.

The supplier is not authorised to subcontract to third parties without the client's prior written consent. Unauthorised subcontracting to third parties entitles the client to withdraw from the contract in whole or in part and to claim damages.

3. Termination of the contract, withdrawal

Should the supplier either be unable or refuse to provide the contracted services, or should the supplier fail to comply with agreed requirements or conditions, the client shall be entitled to terminate the underlying order(s) in so far as the Supplier has not provided the relevant service(s) in accordance with the contract within thirty (30) days, despite having been given a written request to do so.

The Client is entitled to terminate the contract in whole or in part with immediate effect, without notice and without first setting a deadline or issuing a warning, on grounds of good cause. In particular, a valid reason for termination without notice shall be deemed to exist for the Client if, taking into account all the circumstances of the individual case and weighing up the interests of both parties, the Client cannot reasonably be expected to continue the contractual relationship until the agreed termination date or until the expiry of a normal notice period.

This is the case in particular where:

- a) the supplier is insolvent, suspends payments, or an application is made for the opening of insolvency proceedings or comparable statutory proceedings in respect of its assets, or such an application is rejected for lack of assets;
- b) the Supplier's financial circumstances deteriorate to such an extent that the contractual fulfilment of the deliveries or services is seriously jeopardised;
- c) the supplier breaches essential statutory provisions, regulatory requirements or applicable compliance guidelines (e.g. bribery, cartel agreements, serious breaches of labour or environmental

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protection laws);

d) the supplier definitively and seriously refuses to fulfil the contract, or the provision of services in accordance with the contract becomes impossible due to the supplier's culpable conduct.

In the event of justified termination for good cause, the Supplier shall compensate the Client for all damages and additional costs incurred as a result (in particular the additional costs of a necessary replacement purchase from a third-party supplier) in accordance with the statutory provisions.

The Client is entitled to the full statutory rights of withdrawal. The Client is entitled to withdraw from the contract in whole or in part if the Supplier breaches a material contractual obligation and fails to remedy this breach despite a written warning and the expiry of a reasonable grace period. A prior warning or the setting of a deadline is not required if this is not required by law, if there is imminent danger, or if it would be unreasonable to expect the Client to set a deadline due to the threat of production stoppages.

In the event of a justified withdrawal, the Client may withdraw in respect of part of the deliveries or services without this affecting the validity of the remainder of the contract, unless the remaining parts are of no commercial use to the Client.

Any claims for damages arising from a culpable breach of contract remain unaffected by the above provisions.

4. Delivery / Dispatch

The place of performance for all deliveries and services carried out by the seller is the destination specified by us. Unless otherwise stated, all deliveries/services are to be made on a 'Delivered At Place (DAP) Hermann-Blenk-Str. 34–36, 38108 Braunschweig, Germany' basis. Delivery of the goods shall be deemed to have taken place on the day of receipt, and the provision of services/work shall be deemed to have taken place on the day of their acceptance at the specified destination.

The supplier must pack, dispatch and insure their deliveries in a proper manner, whilst complying with all relevant packaging and dispatch regulations. The supplier shall be liable for any damage incurred to the client as a result of improper or inadequate packaging, dispatch or insurance. Shipping documents, such as delivery notes and packing lists, must be enclosed with the deliveries. All documents must state the order numbers and the client's identification details specified in the order.

Deliveries will only be accepted from Monday to Thursday between 08:00 and 16:00 and on Friday between 08:00 and 14:00.

Partial deliveries are permitted the supplier bears the delivery costs. Early deliveries are permitted up to one month before the delivery date.

With regard to quantity, weight and dimensions, the figures recorded by us on receipt of the goods shall be binding, unless proven otherwise.

The seller must provide us in good time with all documents required for customs clearance. We must be informed in all cases of any existing export control classifications.

5. Delivery times / delay

The delivery times/performance times specified in our orders are binding.

The timeliness of deliveries or services is determined by receipt at the receiving point specified by the client. The seller undertakes to inform Aerodata immediately and in writing of any circumstances that lead or may lead to a delay in delivery or performance, specifying the causes of the delay. Deliveries and services **after** the agreed date are only permitted with the client's consent.

A delay in delivery does not require a formal notice of default. In the event of a delay in delivery, we are entitled to all statutory rights. We are entitled to the same rights if the goods or services repeatedly fail to meet the contractual requirements. In such cases, we are entitled to make substitute purchases, and all additional costs arising from the delay in delivery, such as express transport, additional labour/ rework costs or additional purchases, shall be borne by the seller.

If, for any reason, the seller fails to carry out the delivery or provide the service by the agreed date, we shall be entitled, at our discretion, to decide whether to claim compensation for the proven loss resulting from the delay or to claim a contractual penalty amounting to 1 per cent of the order total for each week of delay, subject to a maximum of 10 per cent of the total order amount. The client is entitled to claim

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a contractual penalty in addition to performance. We reserve the right to assert further claims and rights.

The unconditional acceptance of a delayed delivery or service does not constitute a waiver of any rights under these General Terms and Conditions, the contract or the applicable laws.

6. Documentation

The complete documentation required in connection with the delivery, such as delivery notes, declarations of origin (which enable the goods to be clearly traced back to their origin), airworthiness certificates (a copy affixed to the outside of the parcel), declarations of conformity, acceptance test certificates and repair reports, must be supplied together with the goods. The costs incurred for acceptance or testing shall be borne by the seller.

7. Quality and Safety / Access Rights

The supplier must comply with recognised technical standards, safety regulations and the agreed technical specifications and standards in respect of its deliveries and services. The supplier is also obliged to inform the client of any specific, non-public handling and disposal requirements and to provide a manufacturer's declaration or a declaration of conformity (CE) for each item of goods supplied, in accordance with the relevant European Union directives or other statutory provisions. Any changes to deliveries or services require the Client's prior written consent. The manner of cooperation in the area of quality, such as initial inspection and documentation, is set out in the relevant product specification.

Subject to reasonable prior notice (as a rule, at least three working days in advance), authorised employees of the Client and representatives of the relevant authorities shall have access during normal business hours to all business premises, production sites and storage facilities where work is carried out for the Client or where order-related items are stored. Prior notice is not required in the event of imminent danger or where there is reasonable suspicion of a serious quality defect, a breach of duty or a serial fault.

The right of access serves the purposes of monitoring progress, carrying out quality and system audits, supplier qualification, and verifying statutory or regulatory requirements. For these purposes, the aforementioned persons shall also be granted access to all order-related documents necessary for the audit.

The Supplier undertakes to grant this right of access and inspection to the same extent to representatives of the Client's customers, provided the Client so indicates. No separate consent from the Supplier is required for this.

When exercising the rights under this clause, the Supplier's legitimate confidentiality interests (in particular the protection of trade and business secrets from being viewed by competitors) and the applicable safety and accident prevention regulations must be observed. The Supplier's operational processes may only be disrupted to the extent strictly necessary.

The Supplier undertakes to contractually agree these rights of access, audit and inspection with its sub-suppliers (subcontractors) as well, provided that they carry out parts of the order, and to grant the Client these rights there too upon request.

Each party shall bear its own costs incurred as a result of a proper audit (e.g. its own staff, travel expenses). However, if an audit reveals significant defects, poor performance or material deviations from the contractual requirements, the Supplier shall reimburse the Client for all internal and external costs incurred as a result of the audit (including the costs of external experts or auditors).

8. Property Rights

The Seller shall ensure that Aerodata irrevocably receives, at a minimum, the unrestricted, transferable rights to use and exploit the services provided and work carried out by the Seller, its employees, agents and subcontractors at the time they are respectively created.

We reserve the right of ownership and exploitation, as well as the right to use all drawings, designs, technical calculations and other documents provided to the seller. The aforementioned documents must be kept confidential and may not be disclosed to third parties without our express written consent; they must be returned to us on request.

The transfer of the aforementioned rights shall be fully remunerated by payment of the agreed price.

9. Prices / Invoicing, Payment

The agreed prices are fixed prices and exclude any additional claims or price increases of any kind.

Should the delivery of goods, the provision of services or the performance of work prove to be defective or incomplete, Aerodata shall be entitled either to withhold payment (in whole or in part) until the contractual obligation has been duly fulfilled, or to assert our rights in accordance with the statutory provisions. Aerodata is entitled to set off claims or to exercise a right of retention within the limits of the law.

The supplier's invoices must, for each delivery, at least refer to our order number.

Payments by the client shall be made, subject to verification of the invoice, by bank transfer to the account specified by the supplier. The client shall only pay for those deliveries and services that have been carried out in accordance with the order.

If the payment deadline falls on a Saturday, Sunday or public holiday, payment shall be made on the following banking day.

Interest on late payments shall be calculated in accordance with Sections 288(2) and 247 of the German Civil Code (BGB). The assertion of any further claims for damages under Section 288(4) of the German Civil Code (BGB) is excluded.

The supplier shall submit their invoice exclusively by email to rechnung@aerodata.de.

10. Ownership rights / Transfer of ownership

The client shall acquire unrestricted ownership of the goods and services, in particular with regard to developments, plans, memos, drawings, prototypes, models or tools. Where the goods and services are protected by patent or copyright, the Supplier shall grant the Client all rights to reproduce, use, operate, authorise third parties to use, adapt, modify or translate them, as are necessary for the use and exploitation of the goods and services in accordance with the purpose of the order placed. This grant of rights is covered by the remuneration.

In the event that we provide the seller with parts, we reserve the right of ownership of these parts. These parts shall be processed, worked on and/or modified by the seller on our behalf. If our goods subject to retention of title are processed inseparably with other goods not belonging to us, we shall acquire co-ownership of the new goods in the proportion of the value of our goods to the value of the other goods at the time of processing. If the processing or mixing takes place in such a way that the Seller's goods are to be regarded as the principal item, it is hereby agreed that the Seller shall transfer proportionate co-ownership to us; the Seller shall hold sole ownership or co-ownership in trust for us.

We reserve title to all tools belonging to us; the seller undertakes to use our tools exclusively for the manufacture of the goods ordered by us. Furthermore, the seller undertakes to insure our goods against natural perils or theft at their own expense and at replacement value. They are obliged to carry out the necessary maintenance and inspection work in good time at their own expense and to inform us immediately of any incidents. In the event of a culpable breach of these obligations, we reserve the right to claim damages.

The supplier is obliged to inform the client in good time, at the latest upon confirmation of the order, whether its deliveries and services contain 'open-source software'. 'Open Source Software' within the meaning of this provision is software which is made available by the rights holder to any user, free of license fees, with the right to modify and/or distribute it on the basis of a license or other contractual arrangement (e.g. GNU General Public License (GPL), GNU Lesser GPL (LGPL), BSD License, Apache License, MIT License). If the Supplier's deliveries and services contain open-source software, the Supplier must provide the Client with the following no later than upon confirmation of the order:

- the source code of the open-source software used, insofar as the applicable open-source license terms require the disclosure of this source code; - a list of all open-source files used, with a reference to the applicable license in

each case, as well as a copy of the full license text;

- A written declaration that, through the intended use of open-source software, neither the Supplier's goods and services nor the Client's products are subject to a 'copyleft effect', whereby 'copyleft effect' for the purposes of this provision means that the open-source license terms require that certain goods and services of the Supplier, as well as works derived therefrom, may only be redistributed under the terms of the open-source license terms, e.g. subject to disclosure of the source code.

If the Supplier only indicates, after receipt of the order, that its goods and services contain open-source software, the Client shall be entitled to cancel the order within 14 days of receiving such notification and the provision of all the information listed in the preceding paragraph.

An extended retention of title clause is only valid with our prior written consent.

All developments, plans, memos, drawings, prototypes, models or tools, etc. provided by Aerodata must be returned to us immediately upon our request.

The supplier shall hold the co-ownership on behalf of the client free of charge.

The Supplier is obliged, at its own expense, to carry out any necessary maintenance and inspection work, to insure the items provided adequately, and to provide evidence of this to the Client upon request.

11. Quality / Compliance with Quality Standards

The Supplier must comply with the state of the art, safety standards and the agreed specifications. Any alteration or addition to the subject matter of the contract, as well as any changes to the manufacturing process that could impair its quality, suitability or other characteristics, require our prior written consent.

In the event that an inspection is required in accordance with Part-21, Part-145, ISO 9100 et seq. or the Safety Management System, the Seller guarantees to Aerodata, EASA and the relevant aviation authority that such an inspection will be carried out following the agreement of a suitable date and also guarantees its full cooperation. The Seller undertakes to make all documents relevant to the provision of the goods and/or services available to the other party in accordance with the statutory provisions.

The Seller must inform us of any unsuitability of the goods to be supplied, services to be provided or work to be carried out for the purposes known to the Seller, as well as of any possible improvements.

In the case of service or works contracts, the Seller undertakes to employ only qualified personnel in order to be able to meet our quality requirements at all times.

12. Spare parts supply, availability

The supplier is obliged to supply the client with spare parts for the period of the usual technical service life, but for at least ten years following the final delivery, on reasonable terms.

If the supplier ceases to supply the goods after the expiry of the above-mentioned period or during that period, they must give the client the opportunity to place a final order on reasonable terms.

13. Warranty

Acceptance of the goods, services and work carried out is subject to verification of their completeness and correctness.

The Client's rights in the event of a breach of obligations under a service contract are governed by the statutory provisions.

The Supplier shall be liable for defects arising from a contract of sale or a contract for work and materials for a period of three years from the transfer of risk. Notwithstanding the first sentence, the limitation period for buildings and works, the success of which depends on the provision of planning or supervision services, shall be five years from

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acceptance.

The client shall notify the supplier in writing of any defects without delay as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives the right to object on the grounds of a late notice of defects.

The client is entitled to the full statutory claims for defects. The client is entitled, as a form of subsequent performance, to demand from the supplier, at the client's discretion, either the rectification of the defect, the delivery of a defect-free item or the production of a new work. The right to compensation, particularly the right to compensation in lieu of performance, is expressly reserved.

In addition to the statutory claims, the Client may, following the fruitless expiry of a reasonable period set by the Client for subsequent performance, remedy the defect itself and demand reimbursement of the necessary expenses in the event of a defect arising from a contract of sale or a contract for work and services, provided that the Supplier has not justifiably refused to provide subsequent performance. In this regard, the statutory provision on self-remedy under a contract for work and services (Section 637 of the German Civil Code (BGB)) applies mutatis mutandis to goods covered by a contract of sale. The client may demand an advance payment from the supplier for the expenses necessary to remedy the defect.

14. Liability / Product Liability / Indemnity

The supplier shall be liable for all damage caused by the supplier, its employees and/or its vicarious agents in accordance with the statutory provisions.

The supplier undertakes to inspect its deliveries thoroughly for defects and to do everything possible to avoid product liability. If the client is held liable by a third party due to the defectiveness of a product and if such defectiveness is wholly or partly attributable to a defect in the supplier's delivery, the client may, instead of claiming compensation for all damages, also demand indemnification against the third party.

All costs incurred as a result of appropriate measures taken to avoid or reduce the risk of product liability (such as a recall of defective goods, etc.) shall be borne by the seller.

Should the supplier and/or Aerodata AG be liable to third parties, either solely or jointly and severally, the supplier shall assume sole internal responsibility and shall be liable for compensation for all damage caused by its goods, services or work, and shall indemnify Aerodata AG accordingly.

The Supplier is obliged to indemnify the Client against any liability arising from claims that the goods or services culpably infringe the rights of third parties. In such a case, the Supplier is obliged to assume all costs and payment obligations upon the Client's first written request. The Client shall not enter into any agreements with the third party – without the Supplier's consent – and shall not settle any claims. The Supplier undertakes to maintain business and product liability insurance with adequate cover.

15. Force majeure

Both parties may be released from their contractual obligations for the duration and to the extent of such circumstances in the event of serious, unforeseeable and unavoidable events caused by or resulting from force majeure or government measures, a pandemic, war or war-like operations, restrictions, prohibitions, priorities, allocations by government authorities or uprisings, etc.

The seller is obliged to inform us immediately of the occurrence of such events and shall use its best endeavors to fulfil its contractual obligations, taking the circumstances into account.

In such cases, we shall be entitled to defer our obligations to take delivery or, after the expiry of a reasonable period, to withdraw from our contractual obligations in whole or in part. The Seller shall have no claim for damages in such cases.

16. Confidentiality / Non-disclosure

Each party undertakes to keep confidential all commercial and technical data which has come to its knowledge in connection with their joint business activities and which is not intended for publication.

The seller may not, without our prior written consent, disclose any information, such as specifications, descriptions, drawings and designs, as well as samples, models, templates, moulds, tools, etc., which have been made available to it in connection with our order or which it has produced itself. Duplication, copying or the manufacture of identical or similar products is permitted only within the scope of

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internal business requirements and in accordance with statutory provisions.

All the items mentioned above remain our property and must be returned to us upon completion of the order.

The seller is only authorised to use our company name for advertising purposes with our prior written consent. This also applies to subcontractors, who must be bound by the seller to comply accordingly.

The client is entitled to require compliance with additional safety regulations.

17. Data Protection

The supplier undertakes to comply with all relevant data protection regulations, in particular Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), the Federal Data Protection Act (BDSG) and other applicable national and European data protection standards. Regarding technical and organisational measures, the Supplier shall adhere to recognised information security standards, in particular ISO/IEC 27001 or technically equivalent standards.

Personal data relating to the Purchaser or its employees shall be processed exclusively for the purposes of contract performance and compliance with legal obligations. The Supplier shall ensure that processing is carried out only by authorised persons who are bound by a duty of confidentiality.

The use of sub-processors is permitted only with the prior written consent of the Purchaser and is subject to the conclusion of contracts required under data protection law in accordance with Article 28 of the GDPR. The Supplier undertakes to inform the Purchaser without delay of any data breaches in accordance with Article 33 of the GDPR, as well as of any requests from data subjects, insofar as these relate to the Purchaser.

18. Deterioration in the Supplier's financial position

Should the Supplier cease to make payments or fulfil other contractual obligations, or should an application for insolvency or composition proceedings have been filed in respect of the Supplier, we shall be entitled to withdraw from the unfulfilled part of the contract.

In the aforementioned case, all work deliverables, etc., referred to in §10 must be handed over immediately at the client's request.

19. Code of Conduct / Sustainability Management

The supplier undertakes to comply with the relevant regulations on occupational health and safety and environmental protection at its own expense. This includes regulations on occupational safety, the employment of minors, working hours, the Electrical and Electronic Equipment Act, and the management of hazardous substances and waste.

The supplier shall ensure that no form of child labour, forced labour, discrimination or unlawful disciplinary measures takes place within its organisation or supply chain. It guarantees fair working conditions and respect for fundamental human rights. Furthermore, it undertakes to promote environmentally friendly processes, use resources sparingly and minimise negative environmental impacts. The supplier undertakes to pass these requirements on to its subcontractors and to ensure their compliance in an appropriate manner.

The supplier shall only deploy staff to carry out work for the client who possess the qualifications required for the work. The supplier is obliged to make the relevant evidence available to the client at short notice upon request for random checks.

The Supplier undertakes to always comply with all requirements of applicable national or European law, in particular the requirements of EU Regulation 1907/2006 of 18 December 2006 concerning the handling of chemical substances (the so-called 'REACH Regulation'). In particular, the Supplier undertakes to fulfil all obligations imposed on it with regard to market access and marketability, including any

necessary registrations, as well as with regard to all information requirements for supplied substances, preparations/mixtures and/or articles, and their packaging.

Each delivery must be accompanied by a current version of the safety data sheet in accordance with Regulation (EC) No 1907/2006 ('REACH Regulation') and Directive 67/548/EEC ('Dangerous Substances Directive') in both German and English.

In the event of material breaches of the supplier's obligations set out herein, of the Code of Conduct, the client shall be entitled to demand appropriate measures, to suspend supply arrangements or – if no remedy is provided – to terminate the contract for good cause.

20. Final Provisions

All legal relationships between the Client and the Supplier shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

If the Supplier suspends payments, a provisional insolvency administrator is appointed or insolvency proceedings are opened in respect of the Supplier's assets, the Client shall be entitled to withdraw from the contract in whole or in part or to terminate the contract. In this case, the Client may make use of the equipment available for the continuation of the work or of the Supplier's deliveries and services provided to date in return for reasonable remuneration.

The place of jurisdiction for all disputes arising from the business relationship governed by these General Terms and Conditions of Purchase shall be, at the client's discretion, the place of performance is Braunschweig. However, the client is also entitled to bring proceedings against the supplier at any other general or specific place of jurisdiction.

Any amendments or additions to these General Terms and Conditions of Purchase, as well as any ancillary agreements, must be made in writing. This also applies to any waiver of this written form clause.

Should any of the above provisions be or become invalid, the validity of the remaining provisions remain unaffected. The contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to it in terms of economic effect.

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