

## General terms and conditions of business of PLATH EFT GmbH

30.10.2009

### § 1 General – Area of application

- (1) Our following general purchasing and ordering conditions apply exclusively for all our purchases and orders. Contrary or varying conditions on the part of the supplier are not acknowledged, unless we have expressly agreed to their applicability. The acceptance of deliveries and services, and their payment, do not constitute acknowledgement of the sales conditions of the supplier.
- (2) Our purchasing conditions only apply to commercial entities in the sense of § 24 AGBG.
- (3) Our purchasing conditions also apply for all future business transactions with the supplier.

### § 2 Orders

- (1) Orders, contracts and delivery call-offs, together with their amendments and supplements, require the written form. Delivery call-offs can also be made by data transmission. Verbal agreements before or on contract conclusion require our written confirmation in order to be valid.
- (2) The supplier is obliged to accept our orders within a period of 6 working days.
- (3) If the supplier fails to accept the order within the above period following receipt, we are entitled to cancel the order. Delivery call-offs become binding if the supplier raises no objection within 5 working days following receipt at the latest.
- (4) Orders must be placed in writing in order to be valid. Verbal agreements are only binding if confirmed by us in writing. Deviations from written orders and agreements require our prior written agreement in all cases.
- (5) The transfer of orders to sub-contractors requires our prior written agreement. If orders are transferred without our agreement, we are entitled to cancel the order without compensation, and to claim compensation for damages.

### § 3 Prices, payment terms

- (1) The price shown in the order is binding. In the absence of any special agreements, prices are carriage-paid to the works or other specified delivery point, including packaging and transport costs.
- (2) The prices are net prices, and are subject to VAT at the applicable rate.
- (3) Unless otherwise agreed in writing, we will pay the purchase price within 10 days from delivery and receipt of the invoice with 2 % settlement discount, or within 30 days from receipt of the invoice net.

### § 4 Transfer of risk

The supplier bears the risk up to the point of acceptance of the goods by us or our agent at the point to which the goods are to be delivered in accordance with the order.

### § 5 Delivery time, late delivery

- (1) Deviations from our orders are allowed only following our prior written agreement. The definitive time for observation of the delivery date or delivery

time is the receipt of the goods by us. If delivery "carriage-paid to the works" has not been agreed, the supplier must make the goods available making sufficient allowance for the usual time for loading and dispatch.

- (2) If the supplier fails to meet the times agreed by him in the order confirmation, we are entitled, without detriment to further legal stipulations and at our discretion, to set an appropriate further time for performance, and if such time elapses unsuccessfully, to withdraw from the contract.
- (3) In the event of late delivery, we are entitled to charge fixed late delivery damages in the amount of 1 % of the order value for every full week of delay, up to a maximum of 10% of the order value. We reserve the right to make further legal claims. The supplier has the right to demonstrate to us that no damages or significantly lower damages were incurred due to the delay. The fixed charge will then be reduced accordingly. The acceptance of the late delivery or service does not constitute waiver of compensation claims.
- (4) If the supplier anticipates difficulties in production or the supply of preliminary materials, or circumstances beyond his control occur, which will possibly prevent him from making delivery on time and to the agreed quality, the supplier must notify us accordingly without delay.

### § 6 Force majeure

Force majeure, labour disputes, operating problems beyond our control, civil unrest, official measures and other unavoidable events entitle us to withdraw from the contract, in whole or in part, where these result in a substantial reduction of our requirements.

### § 7 Faults

Acceptance takes place subject to the correctness, completeness and suitability for use of the goods. Obvious faults must be reported at the latest within two weeks following receipt of the goods. Concealed faults will be reported immediately following their discovery. The stipulations of § 377 HGB do not apply to the business relationship between us and our supplier.

### § 8 Guarantee

- (1) The supplier guarantees that the goods / services supplied conform to the agreed specifications, that they are not subject to any faults which might impair their value or suitability for use, and that they do not lack any of the assured properties. The supplier further guarantees that the goods supplied are not subject to design, material and manufacturing faults, and conform to the latest status of the technology.
- (2) We are entitled to all legal guarantee claims in full. Irrespective of this fact, we are entitled to require from the supplier, at our discretion, either rectification of faults or replacement delivery. In urgent cases, we are entitled to procure replacement goods or rectification elsewhere at the cost of the supplier. If fault rectification as required by us proves to be unsuccessful after setting of an appropriate additional period, we may require reduction of the agreed price, withdraw from the contract in whole or in part and claim compensation for damages due to non-fulfilment.

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Any further claims for compensation for damages – including consequential damages – remain unaffected.

- (3) The guarantee period is 24 months from acceptance of the goods / service by us. In the event of concealed faults, the guarantee period begins on their discovery, and runs for a maximum of 60 months from acceptance by us. In the event of replacement deliveries or rectification, the guarantee period starts again from the beginning.

### § 9 Provision of goods / reservation of ownership

In the event that we provide parts to the supplier, we reserve ownership to such parts. Processing by the supplier is carried out on our behalf. In the event of processing or admixture, we acquire joint ownership to the new goods in the ratio of the value of our goods to the other processed goods at the time of processing.

### § 10 Confidentiality

Documentation of all types which we make available to the supplier, such as patterns, drawings, models, data and similar, together with all other information provided by us, unless clearly intended for the public domain, may not be disclosed or made available to third parties, unless this is necessary for the fulfilment of the contract.

Products manufactured on the basis of documentation produced by us, such as drawings, models or similar, on the basis of our confidential information, or using our tools or copies of our tools, may not be used by the supplier himself, or offered or supplied to third parties. The same also applies accordingly for our print orders.

### § 11 Manufacturer's liability

- (1) If claims are made against us due to a fault in the goods / services provided by the supplier by a customer or other third party on the grounds of manufacturer's liability, the supplier indemnifies us, at our initial request, against the manufacturer's liability resulting from the fault.
- (2) In this context, the supplier is also obliged to reimburse us for any costs in accordance with §§ 670, 683 BGB incurred due to any recall action carried out by us. We will notify the supplier of the content and extent of the recall action to be carried out, as far as possible and reasonable, and give him the opportunity to state his position. The supplier undertakes to conclude and maintain product liability insurance with an adequate coverage amount for personal and material damages.
- (3) Further claims for compensation for damages or other claims on our part remain unaffected.

### § 12 Proprietary rights

- (1) The supplier guarantees that his deliveries or services do not infringe any rights of third parties.
- (2) If claims are made against us by a third party on such grounds, the supplier is obliged, at our initial written request, to indemnify us against such claims.

- (3) The indemnification obligation of the supplier refers to all costs necessarily incurred by us by means of or in connection with claims by a third party.

### § 13 Performance of works

Persons carrying out works on our premises in fulfilment of the contract must observe the stipulations of the relevant work regulations; the regulations for entering and leaving the factory premises must also be observed. Liability for accidents suffered by such persons on the works premises is excluded, unless such accidents are caused due to deliberate or gross negligence on our part.

### § 14 Applicable law, place of fulfilment and jurisdiction

- (1) The legal relationships between us and our supplier are subject exclusively to the laws of the Federal Republic of Germany.
- (2) Place of fulfilment for our payments is the registered office of the supplier. If the supplier is a commercial entity, the place of jurisdiction is our registered office. We are however entitled to bring an action against the supplier at his place of residence or business.

### § 15 Access by the authorities

By accepting the order, the supplier, if applicable on behalf of the client, his customers or the aerospace authorities, grants the right of access to his business premises during normal business hours.

### § 16 Products relevant to aerospace

- (1) Requirements of procurement documentation relating to key features of DIN EN9100, must if required also be passed on to subsidiary suppliers.
- (2) The supplier is responsible for the quality of all products procured from sub-contractors, including the procurement sources specified by the customer.
- (3) Changes to products ordered and / or their process definition must be notified to PLATH EFT GmbH, and the necessary approval obtained, if required.
- (4) Suppliers must report faulty products to PLATH EFT GmbH as the customer, and take precautions to block such products, until such time as a decision has been made on the further disposal of such faulty parts.