

## § 1 General – Area of application

- (1) The following General Terms and Conditions of purchasing and ordering of PLATH EFT GmbH (EFT) apply exclusively for all our purchases and orders. Contrary or varying conditions are not acknowledged, unless we have expressly agreed in written form 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 according to §14 BGB (German Civil Code).
- (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) It is the obligation of the supplier to accept our orders within a period of 6 working days.
- (3) If the supplier fails to accept the order within 6 working days after receipt, we are entitled to withdraw the order. Delivery call-offs become binding, if the supplier does not object them within five working days after receiving them. The receipt of the acceptance declaration at EFT is decisive for punctual receipt.
- (4) 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, the incoterm DAP EFT Norderstedt (incoterms 2010) applies for all deliveries.
- (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) In the event of default of payments, we shall be liable for default interest in the amount of 5% p.a. above the base interest rate.

## § 4 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 at EFT. If the incoterm "DAP EFT" has not been agreed, the supplier has to make the goods available in consideration of the usual time for loading and dispatch.
- (2) If the supplier fails to meet at the due date confirmed in his order confirmation, we are entitled, without detriment to further legal stipulations and at our discretion, to set an appropriate further due date 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, after written prior warning, 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 penalty paid by the supplier has to be deducted from the compensation for loss suffered.

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/or to the agreed quality, the supplier must notify us accordingly without delay.

## § 5 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.

## § 6 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 (German Commercial Code) do not apply to the business relationship between us and our supplier.

## § 7 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. 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 for compensation due to non-fulfilment. In urgent cases, we are entitled to procure replacement goods or rectification elsewhere at the cost of the supplier. Any further claims for compensation – 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. The receipt of our written defect notice suspends the period of limitation.
- (4) If the supplier decides not to continue the production and/or delivery of spare parts regarding delivered products to EFT, we will receive an information immediately, latest six month prior to end of life.

## § 8 Provision of goods / reservation of ownership

- (1) 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.

- (2) The reservation of proprietary rights by the supplier are only valid if they are related to the payment duties regarding the ordered products and the supplier maintains proprietary rights until payment is made. Extended or lengthened reservations of proprietary rights are not permitted.

## **§ 9 Confidentiality**

- (1) 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, shall be treated as confidential for period of 10 years. They 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.
- (2) The supplier shall retain all documents and records related to our order, for at least 10 years following the conclusion of the contract. If it is necessary, in individual cases, to extend that period, EFT will inform the supplier accordingly. The filing of all documents can be remedied by submission to EFT.
- (3) If applicable, the supplier will impose the duties according to paragraph 1 and 2 to his sub-contractors.

## **§ 10 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 (German Civil Code) 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 a minimum coverage amount for personal damages of 15 million € and for material damages of at least 5 million €.
- (3) Further claims for compensation for damages or other claims on our part remain unaffected.

## **§ 11 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) This obligation of the supplier refers to all costs necessarily incurred by us by means of or in connection with claims by a third party.

## **§ 12 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.

## **§ 13 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.

## **§ 14 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 and inspection of all relevant documentation during normal business hours.

## **§ 15 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 EFT or its customers.
- (3) Changes to products ordered and / or their process definition must be notified to us, and the necessary approval obtained, if required.
- (4) Suppliers must report faulty products to EFT 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.