

# General Terms and Conditions of Purchase

## General

This General Terms and Conditions of Purchase (the “T & C”) constitutes a contract between Touchdown Aviation BV (“TDA”), a company incorporated and operating under the laws of The Netherlands, CoC 34249209, with its registered office at Tokyostraat 29-33, 1175 RB Lijnden, The Netherlands, and its entities located in Slinfold, UK, and Miami, USA (collectively referred to as “TDA”), and the Supplier.

TDA and the Customer are referred to individually as the “Party” and collectively as the “Parties”.

## 1. General

### 1.1 In this T & C, the following terms and expressions have the following meanings:

- a. “**Agreement**” refers to any agreement between TDA and the Supplier regarding the purchase and delivery of the Product, including the Order and the T & C.
- b. “**Business Day**” means a day (excluding Saturdays and Sundays) when banks are open for general business in the Netherlands.
- c. “**Order**” refers to the purchase order executed under this T & C, detailing the specific requirements and obligations for each purchase of Product by TDA from the Supplier. The Order is an integral part of this T & C and together they form a legally binding Agreement for the purchase of Product.
- d. “**Product**” means the item, supplies, equipment, product, service, or goods of any nature (including any part of them) that TDA orders or purchases from the Supplier, as indicated in the Order.
- e. “**Restricted Person**” means any person or legal entity that is:
  - (i) listed on, or owned or controlled by or acting on behalf of any person(s) listed on a Sanctions List;
  - (ii) located in or organized under the laws of a country subject to Sanctions, or owned or controlled by, or acting on behalf of a person located in or organized under the laws of a country subject to Sanctions; or
  - (iii) a designated target of Sanctions or otherwise subject to Sanctions (including being directly or indirectly owned or controlled by or acting on behalf of any person which is a designated target of Sanctions).
- f. “**Sanctions**” means economic or financial sanctions laws and/or regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders, or notices from regulators implemented, adapted, imposed, administered, enacted, or enforced by the relevant government entity/ies responsible for Sanctions (“Sanctions Authority”) of: (i) the Security Council of the United Nations; (ii) the United States of America; (iii) the European Union; (iv) the United Kingdom; (v) the governments and official institutions or agencies of any of (i), (ii), (iii), and/or (iv), including OFAC and the US Department of State.
- g. “**Supplier**” means the person(s), firm, or company from whom TDA orders or purchases the Product.

### 1.2 Unless otherwise agreed in writing, these terms and expressions apply to each request, quotation, Order, and Agreement for the purchase of Product.

## 2. | Scope

- 2.1** All supplies, services, and offers by the Suppliers of TDA are exclusively based on this T & C. This T & C is an essential part of all contracts concluded with the Suppliers of TDA regarding their offered Product. They also apply to all future supplies, services, or offers to TDA, even if not agreed separately again.
- 2.2** Any terms and conditions of the Suppliers or a third party, including but not limited to Supplier's quotations, acknowledgments, invoices, or any other documents that deviate from this T & C, do not apply and are explicitly rejected by TDA, even if TDA does not object to their applicability in each individual case. Even if TDA refers to a letter containing or referring to terms and conditions of the Supplier or a third party, this does not indicate agreement to the applicability of said terms and conditions. If a conflict exists between this T & C and any other document regarding the subject matter, this T & C prevails.
- 2.3** Any individual arrangements with the Supplier in a specific case apply only if agreed in writing. Legally binding declarations and notifications to be provided by the Supplier to TDA after concluding the Agreement (e.g., imposing deadlines, notifications of a defect, cancellation, or price reduction) must also be given in writing to be effective.

## 3. | Orders

- 3.1** Each quotation for Products from the Supplier is deemed to be an offer by the Supplier to sell the Products exclusively upon this T & C. Any costs arising from the preparation of a quotation are borne by the Supplier.
- 3.2** If the offers by TDA do not contain an express commitment period, TDA commits to a commitment period of one (1) week beginning on the date of the offer, after which the offer automatically expires. The date of receipt by TDA of the declaration of acceptance by the Supplier determines the timely acceptance of the offer.
- 3.3** TDA is entitled to change the date, time, and place of delivery as well as the type of packaging anytime within at least three (3) calendar days prior to the agreed delivery date by sending a written notification. The same applies to changes in product specifications if they can be implemented into the regular production processes of the Supplier or the manufacturer without substantial additional effort. However, in this event, the notification period is at least seven (7) calendar days. Subject to TDA's prior consent, TDA compensates the Supplier for any accrued, proven, and reasonable additional costs resulting from these changes. If such changes result in delivery delays that cannot be avoided with reasonable effort within the Supplier's regular production or business processes, the initially agreed delivery date is postponed accordingly, subject to TDA's prior consent. The Supplier, following careful assessment, must notify TDA in writing of the anticipated additional costs or delivery delay in due course of time prior to the delivery date, but at least within five (5) Business Days after receipt of TDA's notification according to the terms herein.
- 3.4** The Supplier must deliver to TDA the exact Product-specific article number as stated in the concluded Agreement. PMA and DER parts are not acceptable unless explicitly agreed to in writing by TDA.
- 3.5** If TDA is unable to use the ordered Products within their business processes due to reasons arising after the Agreement has been concluded, TDA is entitled to terminate the Agreement anytime by sending a written notification stating the reason. In this event, TDA reasonably compensates the Supplier for the already rendered services or delivered supplies. However, TDA may cancel or terminate any Order in writing up until fourteen (14) calendar days before the agreed delivery date, without TDA being liable for any payment of damages or other compensation to the Supplier.

## 4. | Prices and Payment Terms

- 4.1** The price stated in the Order is binding and may not change without TDA's prior written consent. All prices include applicable value-added tax unless the value-added tax is stated separately. The Supplier bears all currency risks.
- 4.2** Unless otherwise agreed in each individual case, the price includes all services and ancillary services of the Supplier as well as any ancillary charges (e.g., proper packaging, transportation charges including any potential transport and liabilities insurance). The Supplier must take back any packaging material upon request by TDA.
- 4.3** The agreed price is due for payment within thirty (30) calendar days after delivery and service completion (including any agreed acceptance) and receipt of a proper invoice. For bank transfers, payment is considered on time if TDA's house bank receives the transfer order before the payment period expires. TDA is not responsible for delays caused by the banks involved in the transaction.
- 4.4** By submitting an invoice, the Supplier confirms that (a) the invoice includes all charges and fees related to the Products mentioned, and (b) payment of the invoice fully satisfies all charges and fees related to those Products.
- 4.5** Default payment interest applies from the invoice due date at a rate of 2% per month. Applicable legal provisions apply to TDA's default, but a written reminder from the Supplier is required in every case.
- 4.6** TDA has the right to offset and withhold payments and to plead a non-fulfilled contract as provided by applicable laws. TDA can withhold payments if there are valid claims for incomplete or defective Products or if the Supplier breaches any obligations under the Agreement.
- 4.7** The Supplier can offset and withhold payments only for legally determined or undisputed counterclaims.
- 4.8** Payment does not imply a waiver by TDA of any rights under the Agreement or applicable laws.

## 5. | Delivery and the Passing of Risk

- 5.1** Deliveries are carried out ex TDA's place of business at Tokyostraat 31-33, 1175 RB Lijnden, The Netherlands (or any other agreed TDA facility) (DDP, Incoterms 2020), unless otherwise agreed.
- 5.2** The Supplier cannot subcontract services owed under the Agreement without TDA's prior written consent. The Supplier bears the risk of procuring subcontractor services.
- 5.3** The delivery period (date or term) stated in the Order is binding. Early deliveries are acceptable if agreed in writing. The Supplier must notify TDA in writing if the Products are dangerous goods, regardless of classification.
- 5.4** The Supplier must promptly notify TDA in writing of any circumstances that may prevent meeting the delivery term.
- 5.5** If the latest delivery date is defined in the Agreement, the Supplier is in default upon expiry of that date without TDA needing to send a reminder.

- 5.6** In case of delivery default, TDA is entitled to remedies and legal claims, including terminating or canceling the Agreement and seeking indemnification instead of accepting the Product, after a reasonable grace period.
- 5.7** In case of delivery default, TDA can claim a contractual penalty of 0.5% or a maximum of 5% of the Agreement value for each commenced week of default, after prior written warning. The penalty is offset against the damage caused by the defaulting party.
- 5.8** The Supplier can make partial deliveries if agreed in writing before the delivery date.
- 5.9** Risk passes to TDA only after the Products are handed over at the agreed destination, subject to other provisions of this T & C.
- 5.10** A packing list must accompany the delivery, stating the date (preparation and shipment), shipment content (article number and quantity), and TDA's Order identification (date and number). TDA is not liable for delays in processing and payment due to a missing or incomplete packing list. A corresponding shipment notification with the same content must be sent to TDA separately.

## **6. | Retention of Title**

- 6.1** TDA retains the title and copyright to any illustrations, schedules, drawings, calculations, operating instructions, product descriptions, and other documents. These documents are to be used solely for the contractually agreed services and must be returned to TDA upon fulfillment of the Agreement. They must be kept confidential from third parties, even after the Agreement is fulfilled. The confidentiality obligation expires only if the contents of these documents become public knowledge.
- 6.2** These provisions apply similarly to any goods and materials (e.g., software, finished or semi-finished products) as well as tools, templates, specimens, and other items provided by TDA to the Supplier for manufacturing. If not yet used in the manufacturing process, these items must be stored at the Supplier's expense and adequately insured against damage and loss.
- 6.3** The transfer of ownership of the Products to TDA is unconditional and not dependent on the payment of the purchase price. If TDA accepts an offer from the Supplier to transfer ownership on the condition of payment, the Supplier's retention of title expires upon payment of the purchase price for the delivered Products. TDA is entitled to resell the Products before payment of the purchase price in the context of a proper business transaction, based on the assignment in advance of the resulting claims (alternatively, a basic retention of title extended to the resale applies). Any other type of retention of title is excluded, particularly the extended retention of title, forwarded retention of title, and retention of title extended to further processing of the Product.

## **7. | Warranty**

- 7.1** The Supplier warrants that the Products delivered to TDA at the time of delivery will: (a) be intact, undamaged, and fully conform to the specifications and requirements of any Order; (b) be free from defects in design, material, and workmanship; (c) be merchantable and fit for the purpose for which products of that kind are commonly supplied or any specific purpose of which the Supplier could reasonably be aware; (d) not infringe any third-party intellectual property rights, either directly or contributorily; (e) unless otherwise agreed by TDA, be new and in full conformity with the technical conditions and regulations set forth in original manufacturer regulations; (f) be free from any liens or encumbrances on title; (g) conform to any samples provided to TDA; and (h) comply with all applicable laws, regulations, standards, certifications, and codes, and if required, the Supplier shall provide or show the applicable certification.

- 7.2** In the event of defects, TDA is entitled to unconditional claims as provided by applicable law. However, the warranty period is thirty-six (12) months unless otherwise agreed in writing by the Parties.
- 7.3** According to applicable laws, the Supplier is liable for the Products having the agreed properties upon passing of the risk to TDA. Unless otherwise agreed in writing, the Supplier ensures a remaining minimum shelf life of at least seventy-five percent (75%) and a remaining expiry date of at least seventy-five percent (75%). The agreed properties are defined as the Product properties indicated in the Product descriptions, which are part of the individual Agreement or included in the Agreement in the same fashion as this T & C. There is no difference whether the Product description is prepared by TDA, the Supplier, or the manufacturer.
- 7.4** TDA is entitled to unconditional claims due to defects, even if the defect was unknown to TDA upon concluding the Agreement due to gross negligence.
- 7.5** Regarding the commercial obligation to examine the Products and give notice of defects, legal provisions apply under the condition that TDA's obligation to examine is limited to defects that come to light upon visual inspection, including delivery documents at the time of incoming Products inspections, and those that come to light during a sampling procedure quality control (e.g., transport damages, wrong or short delivery). The extent to which an examination is feasible in accordance with a proper business transaction is taken into account based on the circumstances of each case.
- 7.6** The obligation to give notice of defects by TDA for defects discovered later remains unaffected. For each case, the notification of defect is deemed without delay and on time if received by the Supplier within fourteen (14) Business Days after delivery.
- 7.7** The Supplier's expenditures for examination and rectification of the defect (including any assembly and disassembly costs) are borne by the Supplier, even if no defect existed. The liability for indemnification by TDA in the event of unjustified claims to rectify a defect remains unaffected. TDA is liable only if it has recognized or not recognized based on gross negligence that no defect existed.
- 7.8** If the Supplier does not comply with the obligation of supplementary performance – by choice of TDA either by rectifying a defect or delivering non-defective Products (replacement delivery) – within a reasonable time limit set by TDA, then TDA is entitled to rectify the defect themselves or claim compensation from the Supplier for the necessary expenditures or a reasonable advance payment. If supplementary performance proves unsuccessful by the Supplier or unreasonable for TDA (e.g., due to urgency, danger to safety, or threat of disproportionate damages), no grace period is required; TDA shall notify the Supplier without delay, if possible in advance, of such circumstances.
- 7.9** Without prejudice to and in addition to any other rights or remedies available to TDA, in the event of a defect in quality or title, TDA is entitled to: (a) reject and return the Products at the Supplier's risk and expense; (b) reduce the purchasing price; (c) source the Products from a third party, in which case the Supplier reimburses TDA for all additional costs, and if applicable, the Supplier provides such third party at no cost with any licenses under the Supplier's intellectual property rights; and/or (d) terminate or cancel the Agreement as provided by applicable laws. Additionally, TDA is entitled to compensation for damages and expenditures as provided by applicable laws.
- 7.10** The Supplier assigns to TDA all manufacturer's warranties for Products not manufactured by or for the Supplier and takes all necessary steps required by third-party manufacturers to effect assignment of such warranties to TDA.

## 8. | Product Liability

- 8.1** The Supplier is liable for all claims resulting from bodily injuries or damages raised by third parties that can be attributed to a defective Product supplied by the Supplier and is obliged to hold harmless TDA, its affiliates, and their respective officers, directors, employees, consultants, and agents from any claims, fines, losses, actions, damages, expenses, legal fees, and all other liabilities resulting therefrom. If TDA is obliged to carry out a Product recall from third parties due to an error of a Product delivered by the Supplier, the Supplier bears all costs involved with the Product recall.
- 8.2.** The Supplier is obliged to take out product liability insurance at their own expense with a limit of indemnity of at least ten million (10,000,000) Euro, which, unless otherwise agreed in the individual case, does not need to cover the risk of a Product recall or punitive damages or similar damages. The Supplier provides a copy of the liability insurance policy to TDA upon request.

## 9. | Intellectual Property Rights

- 9.1** The Supplier guarantees that no third-party intellectual property rights in countries of the European Union, North America, or other countries where they manufacture their products or have them manufactured are infringed in connection with the supply of their products.
- 9.2** The Supplier is obliged to hold harmless TDA from all claims, fines, losses, actions, damages, expenses, legal fees, and all other liabilities which third parties might raise against TDA resulting from the infringement of commercial intellectual property rights as provided in 9.1 and compensates all necessary expenditures resulting from these claims. This claim is valid irrespective of any fault by the Supplier.

## 10. | Confidentiality

- 10.1** The Supplier must keep confidential all terms and conditions of the Order, as well as any information and documents supplied for this purpose (excluding publicly accessible information), and use them only to execute the Order. Upon request, the Supplier must return this information and documents to TDA without delay after completing the inquiries or executing the Orders.
- 10.2** The Supplier is not allowed to indicate the business relationship on advertising material, brochures, etc., without prior written consent from TDA.
- 10.3** The Supplier must place their sub-suppliers under the same confidentiality obligation as provided in this Article.

## 11. | Termination

- 11.1** Notwithstanding other provisions of this T & C, TDA may terminate the Agreement by giving the Supplier written notice taking immediate effect if: a. The Supplier breaches any warranties, obligations, or other terms of the Agreement and the breach has not been remedied within the grace period granted by TDA or the breach is incapable of remedy; and/or b. The Supplier suspends payment, files for or enters into bankruptcy, liquidates, closes its business, withdraws or cancels any necessary permits, has its property or Products seized related to or necessary to perform under the Agreement (or if an event similar to or having the same effect as any of the matters set out herein occurs in any jurisdiction where the Supplier is based or conducts any part of its business).

- 11.2** If the Agreement is terminated for any reason, neither Party is released from the payment of any outstanding sum, and all indebtedness of one Party to the other Party becomes due and payable.

## **12 | Supplier's Representations and Warranties**

- 12.1** The Supplier must comply with all applicable laws, rules, regulations, and statutory requirements related to competition, anti-corruption and bribery, Sanctions, and export controls.
- 12.2** The Supplier represents and warrants that it has obtained the necessary authorization to enter into and execute the Agreement and has taken all actions necessary to execute, deliver, exercise their rights, and perform their obligations under the Agreement.
- 12.3** The Supplier represents and warrants that neither it nor any of its affiliates, shareholders, beneficial owners, officers, directors, employees, agents, (sub)contractors, or any other party controlling it or acting for or on its behalf, is a Restricted Person, affiliated with a Restricted Person, or acting for or on behalf of a Restricted Person.
- 12.4** The Supplier represents and warrants that on the effective date of the Agreement, there are no disputes, lawsuits, bankruptcy submissions, or ongoing claims that could materially affect the ability of each Party to carry out their obligations under the Agreement and/or affect the validity of the Agreement.

## **13 | Other Provisions**

- 13.1** The Agreement language is English.
- 13.2** The Agreement is governed by the laws of the Kingdom of The Netherlands. The sole place of jurisdiction for all disputes resulting from or in connection with this Agreement is The Hague, The Netherlands, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the rules of Conflict of Law of Dutch international civil law do not apply to the Agreement.
- 13.3** Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, except that TDA may assign or transfer any or all of its obligations under the Agreement to any affiliated company.
- 13.4** If any provision of this T & C or the Agreement is determined to be invalid or unenforceable under applicable law, such provisions are amended by the Parties to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of the Agreement continue in full force and effect.
- 13.5** Any waiver of, failure, or delay in the exercise of rights or remedies under this Agreement does not operate to waive or impair such rights or remedies, or be construed to require future or further waivers.
- 13.6** The provisions of the Agreement may not be modified or amended, except by a written instrument duly executed by each Party.



- 13.7** TDA may change these T & C from time to time at its sole discretion without prior notice to the Supplier. However, TDA shall announce amendments by publishing the revised version on TDA's official site. Revised T & C, or any part thereof, are deemed effective and applicable from the moment they are published and made available for review, except when such amendments provide otherwise. Changes do not affect Orders executed in accordance with the version of the T & Cs in force on the day of signing the respective Order by both Parties.

## **14 | Supplier Quality Assurance**

- 14.1** The Supplier must establish and maintain a quality system that covers all aspects related to the Order. The Supplier shall provide evidence of their quality management system and its processes to TDA upon request and demonstrate continual improvements.
- 14.2** Where required by the Order, the Supplier must comply with TDA's customer-approved special process sources.
- 14.3** The Supplier must contact TDA in the event of non-conforming Product or material. Arrangements for the approval of non-conforming Product or material must be directed by TDA or specifically its Quality Manager.
- 14.4** TDA must be notified of any changes in Product or process definitions not requested by TDA. The notification should describe the changes made or proposed. TDA reserves the right to require approval of the Product or process change before the Supplier forwards the Product. Approval must be obtained from TDA or specifically its Quality Manager, if applicable.
- 14.5** The Supplier must provide TDA, its customer, and regulatory authorities with access to applicable areas at any level of the supply chain involved to audit or inspect the Product and processes and to all applicable records.
- 14.6** When TDA or its customer intends to perform verification at the Supplier's premises, TDA will first state the intended verification arrangements and the method of Product release. This information will be communicated on the Order or via another acceptable purchasing arrangement.
- 14.7** Verification by TDA does not absolve the Supplier of the responsibility to provide acceptable Product, nor does it preclude subsequent rejection by TDA.
- 14.8** Where TDA provides measuring, inspection, or test equipment to the Supplier for calibration, the Supplier must ensure it has been calibrated against measurement standards traceable to national or international standards, and where no such standard exists, the basis used for calibration must be recorded.
- 14.9** The Supplier must ensure that personnel performing product quality activities, including calibration, are competent based on education, training, experience, or qualification, and maintain records of such.
- 14.10** The Supplier must provide and maintain all tooling, including gauging and jigs, required to manufacture the Product, where applicable.
- 14.11** The Supplier must ensure traceability of Product and material through the supply chain, where applicable.
- 14.12** The Supplier must flow down applicable requirements to the supply chain, including those of TDA or its customer, as stated on the Order.
- 14.13** The Supplier must retain records for a minimum of ten (10) years or longer if stated on the Order.



- 14.14** Records must be retained in a manner that ensures they are readily retrievable, legible, and identifiable to TDA, and protected to prevent damage, loss, or deterioration.
- 14.15** Counterfeit parts: The Supplier must develop, implement, and maintain effective methods and processes appropriate to their Products to minimize the risk of introducing counterfeit material. The Supplier must notify recipients of counterfeit material(s) when warranted. If suspect or counterfeit material(s) are furnished under the Order or found in any delivered material, such items will be quarantined and ultimately destroyed by TDA. The Supplier must promptly replace such counterfeit material(s) with acceptable material and is fully liable for all associated costs.
- 14.16** Product Safety and Conformity: The Supplier must develop, implement, and maintain effective policies and training programs to ensure their employees are aware of their relevant contribution to the quality, safety, and conformity of their Products. The Supplier must ensure that the material is free of foreign object debris, where applicable.
- 14.17** Ethical behavior: The Supplier acknowledges and agrees that TDA requires the Supplier to maintain a high standard of ethical conduct in all dealings with TDA. The Supplier must provide evidence of ethical behavior, including anti-bribery, anti-child labor, anti-slavery, and whistleblowing, when requested.