

## 1. Validity

These General Terms and Conditions of Purchase and Delivery apply to all REWaG purchases (products and services) unless expressly agreed otherwise in writing.

With the execution of the order, the supplier acknowledges our general terms and conditions of purchase and delivery as the sole valid contractual basis. Deviating or additional terms of delivery from suppliers shall only apply to our purchases if they have been expressly accepted by us in writing.

These terms and conditions shall also apply to all future business transactions.

## 2. Transfer of REWaG orders to third parties/transfer of rights and obligations

The transfer of REWaG orders or partial orders to third parties requires the prior written consent of REWaG.

REWaG shall inform the supplier which proofs and information are to be provided in advance for the third party (subcontractor or partner). Rights and/or obligations arising from the order may not be transferred to third parties either in whole or in part without our written consent.

The Supplier shall be liable without limitation for the products and/or services purchased from its subcontractors.

## 3. Access, inspection and participation rights

By accepting the order, the supplier and the sub-suppliers of REWaG, their customers, the aviation authorities EASA and BAZL as well as the accredited certification body SQS and other grant,

- access to his premises,
- the insight into all order-relevant documentation (electronic and/or paper)

REWaG shall ensure, through appropriate agreements with his partners and subcontractors, that these rights of access, inspection and participation are also granted.

## 4. Quality standards

The supplier must comply with the state of the art in science and technology, the safety regulations and the agreed technical data for his delivery. The supplier is obliged to introduce an appropriate quality management system and to maintain it for the duration of the business relationship with REWaG. REWaG is entitled to carry out supplier audits and/or demand documents, proofs or certificates in order to check the supplier's quality assurance.

## 5. Environmental management

The supplier is responsible for ensuring that his products comply with the relevant safety, environmental and occupational health and safety regulations and provisions as well as other requirements applicable at the time of delivery. The supplier shall be liable for the violation of such provisions and shall indemnify and hold harmless REWaG from and against all claims of third parties upon request. The supplier shall draw our attention to the risks arising from his product or service in the event of improper use.

## 6. Material provision

Material supplied by REWaG for the execution of our own orders shall remain our property. It must be marked and stored separately until processed or processed. Processing waste and remaining material must be returned to REWaG upon request.

## 7. Orders and order confirmations

Our orders shall only be binding if they have been placed in writing. The supplier must confirm our orders in writing within a period of five (5) working days. Confirmations received later or deviating from the order shall be deemed a new offer which we can accept within a reasonable period of time.

## 8. Acceptance of products and services

The supplier shall check quantity, quality and conformity with the specifications stated in the order prior to dispatch and shall notify us in writing of any defects.

REWaG is obliged to inspect the products and/or services within a reasonable period of time. In any case, notice of any visible defects shall be given in good time if our notice of defects is sent to the supplier within ten (10) working days after receipt of the products or within thirty (30) working days after receipt of the service. They shall be accepted if the product delivery or service rendered corresponds to REWaG order.

The supplier guarantees that the products delivered or services rendered do not exhibit any defects that impair their value or their suitability for the intended use; the warranted characteristics must comply with the prescribed services and specifications as well as the relevant laws, regulations and other provisions. If defects become apparent during use, the Supplier shall be obliged to immediately deliver a replacement free of charge and free of defects and to bear the consequential costs.

In the event that any relevant processes and/or manufacturing conditions (production processes, manufacturing methods, qualifying approvals or other technical changes to manufacturing processes, as well as to changes to service processes) are changed during an ongoing order, the Supplier shall be obliged to inspect the delivery item for all deviations and changes and to inform REWaG in writing of the result prior to implementation. (See also 13 Changes to approved design data and/or products).

If the supplier does not fulfil his obligations, we reserve the right to withdraw from the order in whole or in part and to assert further claims.

## 9. Transfer of benefits and risks

Unless otherwise agreed, benefit and risk shall pass to REWaG upon acceptance of the delivery.

If the shipping documents requested in the order are not delivered for a delivery, the delivery shall be stored at the expense and risk of the supplier until it arrives at REWaG.

## 10. Ownership and confidentiality

All technical documents (illustrations, drawings, calculations, specifications, etc.), samples, models, tools, moulds and other documents remain our property and must be kept secret. They may not be made accessible to third parties without our express written consent. They are to be used exclusively for production and/or services based on our order. They shall be returned to us unsolicited and free of charge after completion of the order or if it is not concluded. Additional payment document "Confidentiality agreement" in the version signed by both parties.

The supplier is responsible for appropriate storage and protection against damage.

If the supplier has doubts about our technical documents, samples, models, moulds, tools and/or other documents, he shall inform us immediately and prior to the execution of the order.

All products and services manufactured according to our documents or tools or protected according to the legal provisions of industrial property rights may only be supplied to us, never to third parties, or may only be loaned or demonstrated to them.

#### **11. Archiving**

The supplier undertakes to store all development and/or manufacturing documents and records electronically and/or in paper form in a legible format and appropriately protected for an unlimited period of time. If the working relationship between REWaG and the supplier is terminated, the supplier shall hand over to REWaG all development and/or manufacturing documents and records that have been created within the framework of joint orders.

#### **12. Notification of deviations (error messages)**

The supplier is obliged to notify REWaG in writing of all deviations (non-conformities) from approved development data (approved design data), if necessary with a proposed correction. The decision to use (use as is), to repair (repair) or not to use (scrap) data will be made by REWaG within a reasonable period of time. The costs for any repair, reworking or remanufacturing of the ordered products shall be borne by the supplier.

#### **13. Changes to approved design data and/or products**

The supplier is not entitled to make changes to approved design data and/or products without the approval of REWaG. Requests for changes must be made in writing.

#### **14. Third-party rights**

The supplier shall be liable for ensuring that the use or resale of the ordered products/services does not infringe the industrial property rights of third parties (patents, samples, models, etc.). If necessary, he shall hold REWaG fully harmless.

#### **15. Publicity**

If the supplier wishes to refer to our business relationship or use picture material in his advertising, this requires our written consent from REWaG.

#### **16. Prices**

The agreed prices are fixed prices.

They apply free place of destination (DDP Waldkirch) including packaging, public and private charges and for orders from abroad including customs clearance.

#### **17. Invoices and terms of payment**

The invoices must be sent to our accounts payable department immediately after delivery of the product and/or provision of the service. Processing is not possible without the references (order number) stated by us in the order.

Payment of the invoice shall be made after the product delivery and/or service rendered has been accepted (see 8. Acceptance of Products and Services) with a term of payment of thirty (30) days. The period shall commence on the date of receipt of the invoice or, if the Product and/or Service is delivered after receipt of the invoice, on that later date. Other terms of payment must be agreed in writing.

We shall be entitled to set-off and retention rights to the extent permitted by law.

Without our prior written consent, the supplier shall not be entitled to assign his claims against us in whole or in part or to dispose of them in any other way.

Advance payments shall only be made against reasonable security (e.g. bank guarantee).

## 18. Packaging and accompanying documentation

The packaging must be designed in such a way that the products are effectively protected against damage and corrosion during transport and subsequent storage. The Supplier shall be liable for damage resulting from improper packaging. It is possible to return the packaging materials at the supplier's expense.

Each delivery to REWaG must be accompanied by the documentation specified in the order, detailed delivery note (with order number, part number, commission number, material identification and drawing number with index), release certificates, declarations of conformity and other documents required in the order.

## 19. Delivery dates and consequences of delays

The delivery date stated in the order is binding. Partial shipments and premature deliveries shall only be permitted by agreement. If the supplier can foresee that the punctual delivery is not possible in whole or in part, he must inform us immediately in writing, stating the reasons and the presumed duration of the delay. If the delivery date is exceeded, we reserve the right to withdraw from the order in whole or in part and to assert further claims.

## 20. Spare parts

The Supplier warrants the supply of spare parts on competitive terms for a period of five (5) years.

## 21. Force majeure

REWaG and/or the Supplier shall immediately notify REWaG and/or the Supplier of the occurrence of an event of force majeure (e.g. natural disasters, epidemics, acts of war, official measures, strikes) or of an event which REWaG and/or the Supplier could not foresee or avert. As long as the event continues, each party is entitled to withdraw from the contract. In the event of withdrawal from the contract by REWaG, the supplier shall only be entitled to compensation for the procurement or manufacturing costs already incurred by him. This shall also apply if such circumstances occur at subcontractors.

## 22. Employee competence and qualification

The supplier uses only qualified employees for our orders and ensures through training that these employees are aware of the following:

- their contribution to the conformity of the parts and appliances they manufacture/manage with the customer's requirements
- their contribution to the safety of the construction and equipment part
- the importance and accuracy of ethically correct conduct

## 23. Language and interpretation

The contract language is German. Only the German text is authoritative for questions of interpretation of these General Terms and Conditions of Purchase and Delivery of REWaG. Translations into foreign languages are informative.

## 24. Severability clause

Should one or more provisions of these General Terms and Conditions of Purchase and Delivery be invalid or void, the validity of the remaining provisions shall not be affected thereby.

The void or ineffective provisions of these General Terms and Conditions of Purchase and Delivery shall be replaced by a provision that is effective in accordance with the meaning and purpose of these General Terms and Conditions of Purchase and Delivery.

**25. Place of performance and jurisdiction**

In any case of disputes, the parties undertake to first try to reach a solution through an open discussion. Place of performance and jurisdiction for both parties is 9205 Waldkirch. The legal relationship is subject to Swiss law.