

## General Terms and Conditions of Purchase

### BIKAR METALS SWISS GMBH Sulzer-Allee 70 CH-8404 Winterthur

As of: November, 2024

#### 1.) General Provisions

**1.1)** The following general terms and conditions of purchase ("Purchase Terms") shall apply to all contracts for the purchase of goods („Products“) by BIKAR METALS SWISS GMBH (the "Purchaser") to the Supplier. If Supplier and Purchaser (individually also „Party“ and collectively the „Parties“) have entered into any separate written contract relating to the sale of Products, in particular a framework supply agreement or dealership agreement, these Purchase Terms shall additionally apply to purchases under such an agreement to the extent they are not inconsistent with it.

**1.2)** All other terms and conditions, in particular any terms or conditions referred to by the Supplier shall not apply.

#### 2.) Delivery of the Products

**2.1)** The Supplier shall deliver the Products at the times and dates, to the delivery address and pursuant to any other delivery terms set out in the purchase order or otherwise agreed by the Purchaser in writing.

**2.2)** The Supplier shall ensure that the Products are packed and secured in such a manner as to enable them to reach the Purchaser in good condition.

**2.3)** A retention of title by the Supplier shall only be recognized if it has been entered in the retention of title register and agreed with the Purchaser in writing in advance.

#### 3.) Consequences of Delay

**3.1)** Time of delivery shall be of the essence and any failure by the Supplier to deliver on the agreed date of delivery shall accordingly enable the Purchaser (at Purchaser's option) to terminate the Contract without prejudice to any other rights and remedies the Purchaser may have in accordance with this Contract or the applicable law.

**3.2)** If the delivery of the Products has not taken place by the delivery date, the Supplier shall pay to the Purchaser as liquidated damages and not as a penalty for each day of delay a sum of 0,5% of the contract price up to a maximum amount of 15% of the contract price. The Purchaser remains entitled to terminate the Contract at any time subsequent to the delay and/or to claim general damages (including loss of bargain damages) incurred by it after the termination date in addition to liquidated damages already fallen due at this point in time.

#### 4.) Prices and Payment

**4.1)** Unless otherwise agreed between the Parties in writing, payment will be made by the Purchaser within a period of 60 days after delivery and receipt of a proper invoice.

**4.2)** Payment does not constitute an acknowledgment by the Purchaser of proper delivery or performance and shall therefore not constitute a waiver by the Purchaser of any of its rights and remedies under this Contract or the applicable law.

**4.3)** The Purchaser is entitled to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier, regardless of whether any such claims are liquidated or unliquidated or arise on connection with the present Contract, any other contract between the Parties or otherwise.

#### 5.) Quantity of the Products

The Purchaser shall be under no obligation to accept or pay for any Products delivered in excess of the quantity ordered („Excess Delivery“). If the Supplier delivers an Excess Delivery it shall remove the latter from the Purchaser's premises and shall be liable for any cost which results from or is connected with doing so. For the avoidance of doubt, the Supplier shall be liable for, and have the risk for any Excess Delivery.

#### 6.) Quality of the Products

**6.1)** The Products shall throughout a period of 36 months from delivery (i) conform with all applicable descriptions and requirements of technical specifications provided by either Party; (ii) comply in all respects with applicable statutory and regulatory requirements; (iii) be of satisfactory quality and in particular free from defects in design, materials and workmanship and (iv) be fit and sufficient for all the purposes for which such Products are ordinarily used as well as for any particular purpose made known to the Supplier by the Purchaser before or at the time of conclusion of this Contract.

**6.2)** For the avoidance of doubt, all of the terms stipulated in clause 6.1. above shall constitute conditions of the Contract and shall not be deemed to exclude any terms implied by law with regard to the quality of the Products.

#### 7. Intellectual Property

**7.1)** Except to the extent that the Products are supplied in accordance with designs provided by the Purchaser, the Products shall not infringe any patent, trade mark, design right, copyright or any other right in the nature of intellectual property of any third party, whether registered or not.

**7.2)** All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right made available to the Supplier by the Purchaser shall remain vested solely in the Purchaser and the Supplier shall not (except to the extent necessary for the performance of the Contract) use or disclose any of the foregoing without prior written consent of the Purchaser.

## **8. Remedies and Indemnities**

**8.1)** Without prejudice to any other right or remedy provided by this Contract or the applicable law, if any of the Products are not supplied in accordance with the Contract the Purchaser is entitled to withhold any further payment of the contract price and, at its sole discretion i) require the Supplier at its own cost to supply replacement Products or remedy any deficiency in the Products, as soon as possible and in any event within fourteen (14) days; ii) engage a third party to rectify or replace the Products in which case the Supplier shall reimburse Purchaser in full on an indemnity basis for any losses incurred by Purchaser in obtaining substitute Products and/or services from a third party; or (iii) to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid or that proportion of the amount paid which relates to such Products.

**8.2)** The Supplier shall defend, indemnify and hold the Purchaser harmless from all liabilities, costs, expenses, damages and losses (including without limitation any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with any claim made against the Purchaser (i) for actual or alleged infringement of any intellectual property rights arising out of, or in connection with, the supply or use of the Products (except to the extent that the Products are supplied in accordance with designs provided by the Purchaser); (ii) arising out of any breach of any warranty, term, condition, undertaking or representation given by the Supplier in relation to this Contract and (iii) for death, personal injury or damage to property arising out of, or in connection with, defective Products, save to the extent that the defect in the Products is attributable to the acts or omissions of the Purchaser, its employees, agents or subcontractors.

## **9. Insurance and Liability**

**9.1)** The Supplier shall take out and maintain insurance against all insurable liabilities under the Contract for at least fifteen million Euros (EUR 15,000,000) in respect of any one event, and the Supplier shall, whenever required by the Purchaser, produce to the Purchaser the policies of insurance and evidence of payment of the current premiums.

**9.2)** Without prejudice to the indemnity obligations of the Supplier in accordance with clause 8.2 above and subject to clause 9.3 below, neither Party shall be liable to the other Party for any indirect or consequential losses or damages.

**9.3)** Nothing in the Contract shall limit either Party's liability for (i) death or personal injury arising from its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.

## **10.) Force majeure**

**10.1)** Either Party shall be excused from performance of the affected part of an obligation arising under this Contract while performance is prevented by a Force Majeure Event provided the event was (i) neither contributed to by the fault of the affected Party nor (ii) due to circumstances that could have been

avoided or mitigated by the exercise of reasonable diligence by the affected Party.

10.2 Only the following events may constitute a Force Majeure Event:

(a) riots, wars, blockades, or threats or acts of sabotage or terrorism;

(b) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, tornadoes, or other natural physical disasters;

(c) radioactive contamination, epidemics, maritime or aviation disasters;

(d) strikes or labour disputes at a national or regional level which materially impair the ability of the affected Party to perform the Contract;

(e) government sanctions, embargoes, mandates, or laws that prevent performance;

(f) inability of a Party to timely obtain licences, permits, or governmental consent, required for performance; or

(g) non-performance of a Party's sub-supplier where the sub-supplier has been or is affected by one of the above Force Majeure Events. However, performance will only be excused under this sub-paragraph if the Parties agree that substitute performance by another sub-supplier is impracticable under the circumstances.

**10.3)** The Party whose performance is prevented shall (i) notify the other Party without delay; (ii) use all reasonable endeavours (including acceleration of schedules on resumption of performance) to mitigate the effects; and (iii) provide on a continuing basis plans for resumed performance and revised schedules.

**10.4)** The respective other Party may terminate the Contract if any Force Majeure Event results in a delay that exceeds 60 consecutive or 120 cumulative days.

## **11. Access**

The Purchaser reserves the right to itself, its agents, its customers, any Government Quality Assurance Representative (GQAR), regulatory authorities (EASA, EMAR, FAA, CAA, MAA, LBA, MOD, NATO, Luftfahrtamt der Bundeswehr, DOD, DSAÉ, this list is not exhaustive) and any other person or organization with a legitimate interest in the quality or conformity of the goods the right of access to all facilities of the Supplier and records involved and to audit the system and verify compliance with any Quality Assurance systems or standards at any reasonable time.

The Supplier shall include in its orders to or subcontracts with suppliers and subcontractors in connection with the Contracts a similar provision, giving the Purchaser the right to enter the premises of Supplier's subcontractors and suppliers.

**12. Termination**

Without prejudice to any other rights or remedies that the Purchaser may have (including but not limited to any termination right arising under this Contract and/or applicable law), the Purchaser may by giving written notice to the Supplier immediately terminate this Contract for cause if any of the following circumstances occur or exist:

- i) the Supplier commits a remediable material breach of this Contract, which is not remedied within 14 days after notice of breach from the Purchaser to the Supplier;
- ii) the Supplier commits a material breach of this Agreement which is not capable of being remedied;
- iii) the Supplier breaches its obligations under this Contract where at the time the breach was committed the Supplier either knew, or was reckless to the fact, that the breach would arise from its act or omissions.

**13.) Notices**

Any notice given under this Contract must be in German or English and in writing and sent by letter or by email or delivered by hand to the other Party's representatives. The notice will be effective as follows: (i) in the case of a letter, on the third day after posting; (ii) in the case of an email, on receipt of an automated delivery receipt, confirmation of receipt from the relevant server or a reply email acknowledging receipt; (iii) if the notice is delivered by hand to the other Party's representative, it will be effective immediately upon delivery.

**14.) Waiver**

No delay or omission by the Purchaser in exercising any right or remedy under this Contract or law shall operate as a waiver. Any waiver shall take effect only if it is in writing and signed by the authorised representatives of the Purchaser.

**15. Assignment**

**15.1)** The Purchaser may at any time transfer its rights and/or its obligations under this Contract to another person. Such transfer will not affect the Supplier's rights and/or obligations arising out of the Contract.

**15.2)** The Supplier shall not transfer any of its rights and/or obligations under this Contract to any third party.

**16.) Severability**

The provisions of this Contract are severable. Any provision held to be invalid or unenforceable shall not invalidate the remaining provisions.

**17.) Entire Agreement**

This Contract contains the entire agreement between the Parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the Contract as included.

**18.) Written form**

No amendment of this Contract shall be valid unless it is in writing and signed by the authorized representatives of the Parties, and performance prior to such execution will not constitute a waiver of this requirement.

**19.) Governing Law**

This Contract (including non-contractual disputes or claims arising out of or in connection with it) is governed by the laws of Switzerland.

**20.) Exclusive Jurisdiction**

The Parties irrevocably and unconditionally agree that the courts of Switzerland shall have exclusive jurisdiction to settle and resolve any dispute arising out of or related to this Contract.

**Winterthur, November 2024**