

## Würth Aerospace Solutions GmbH ("WAS") Standard Purchasing Terms

### I. Preamble

This Contract governs the joint business relationship between the Supplier and WAS. WAS is a member of the Würth group of companies. Among other things, WAS supplies, screws, nuts, washers, customer-specific connecting and fastening material, chemical-based technical products, dowels, storage and retrieval systems primarily for the aerospace and defence sector at home and abroad, and for medium and large-scale industry as well as for the automotive supply industry and automotive manufacturers, supplemented by a wide range of logistics services. WAS is certified according to DIN EN 9120:2018. Customers of WAS place the highest demands on quality and delivery punctuality, particularly in the aerospace and defence sector and in the large industrial and automotive supplier and manufacturer sectors. Delays in delivery can cause line stoppages for customers, and quality defects can result in international recalls. WAS offers its customers logistics concepts that guarantee the highest degree of delivery punctuality, quality and traceability of individual products whilst maintaining a high degree of flexibility in the material flows.

WAS desires for a high-quality and long-lasting business partnerships with its Suppliers. The objective is to integrate the Supplier into WAS processes at an early stage.

In particular, the Supplier must observe the following basic principles in order to satisfy these requirements:

- Use of cross-functional teams
- Use of qualified staff who receive regular training
- Promotion of the flow of information and communication
- Deliberate actions in all areas
- Efficiency and effectiveness
- Prevention and error avoidance
- Robust processes instead of testing to discover defects
- Deviation from target values in all processes and business areas that are as low as possible and continuously decrease over time
- Striving for continuous improvement
- Consideration of environmental factors

### II. Scope

(1) These Standard Purchasing Terms (hereinafter referred to as "Standard Purchasing Terms") apply to all WAS Suppliers (hereinafter referred to as "Supplier") with regard to the delivery of movable goods (hereinafter referred to as "Goods" or "Product(s)") and/or services, irrespective of whether the Supplier performs the service itself or purchases it from suppliers. These Standard Purchasing Terms only apply if the Supplier is an entrepreneur (section 14 of the German Civil Code - "BGB"), a legal entity under public law or a special fund under public law.

(2) The Standard Purchasing Terms also apply in their respective version as a framework agreement for future contracts for the sale and/or delivery of movable goods and/or services with the same Supplier, without WAS having to refer to them again in each individual case; the most recent version of the Standard Purchasing Terms can be found at [www.wuerth-aerospace.com](http://www.wuerth-aerospace.com).

(1) These Standard Purchasing Terms apply on an exclusive basis. Any deviating, conflicting or supplementary standard business terms of the Supplier only become part of any contract if and insofar as WAS has expressly agreed to their application in writing. This consent requirement shall apply in any case, for example even if WAS accepts the Supplier's supplies of goods and services without reservation with knowledge of the Supplier's standard business terms.

(4) Individual agreements made with the Supplier in specific cases (including collateral agreements, supplements, amendments) take precedence over these Standard Purchasing Terms in all cases. However, a written contract, or written

confirmation on the part of WAS, is decisive as to the contents of any such agreements.

(5) Legally relevant declarations and notifications which are to be made by the Supplier in relation to WAS after conclusion of the contract (e.g. setting deadlines, reminders, declaration of withdrawal), must be made in writing to be effective.

(6) References to the application of the statutory provisions are solely for purposes of clarification. Even without such clarification, the statutory provisions apply, unless they are directly amended or expressly excluded in these Standard Purchasing Terms.

(7) The WAS transport and packaging instructions supplement these Standard Purchasing Terms. The transport and packaging instructions apply in their then-current version without need for WAS to refer to them again in any specific case. The current version of the transport and packaging instructions can be found at [www.wuerth-aerospace.com](http://www.wuerth-aerospace.com).

### III. Contract initiation

(1) Offers, drafts, samples and specimens from the Supplier are free of charge to WAS. They are to be taken back by the Supplier without undue delay at its expense upon request by WAS.

(2) Offers are binding on the Supplier and remain valid for twelve (12) weeks at a minimum starting from the offer date.

(3) No remuneration will be paid for visits or preparing offers, projects, etc. unless payment has been expressly agreed or there is a legal claim to such remuneration.

(4) When submitting an offer, the Supplier is subject to special duties of inspection and care, in particular with regard to references to the Supplier's article numbers. WAS uses information provided by the Supplier regarding specifications (Supplier's article numbers) without further review.

(5) Offers from the Supplier must always be based on the specifications provided by WAS and require the Supplier to have undertaken a feasibility analysis in advance. The Supplier is required to notify WAS without undue delay in the event it is not able to process and documents and files provided to it. Furthermore, as an absolute exception, an alternate product may be offered should it become apparent on the basis of a feasibility analysis that the product cannot be manufactured in accordance with the specification provided by WAS. The submission of an alternative offer must be unambiguously and clearly designated as such on the respective offer. The notation "alternative" is mandatory. In this context, the alternate features must be clearly highlighted on the specifications provided by WAS and the basis for the offer must be presented in the form of a target/actual comparison.

(6) The Supplier must notify WAS in writing and without undue delay of obvious errors (e.g. typographical and calculation errors), incomplete inquiries, missing inquiry documents and contradictory inquiry bases (e.g. deviations between the WAS inquiry specification and the Supplier's article numbers potentially referenced in the inquiry) for the purpose of correction or completion.

(7) The Supplier is liable for all resulting damages should it violate its statutory obligations or the obligations set out above during the contract initiation phase.

### IV. Contract conclusion

(1) Contracts, consignment requirements and purchase orders (hereinafter referred to as a "purchase order" or "purchase orders" for reasons of better readability) from WAS are deemed to be binding upon submission at the earliest. Submission will be made in writing or by electronic means of

transmission. Deliveries for which there are no purchase orders will not be accepted. Silence on the part of WAS with regard to offers, requests or other declarations of the Supplier will only be deemed to comprise consent if this was expressly agreed in writing.

(2) The WAS order specification comprises the basis for the contract. The Supplier is required to notify WAS without undue delay in the event it is not able to process and documents and files provided to it. The products / services must comply with the agreed quality (WAS article designation, specifications, data sheets, drawings, etc.), applicable legal requirements and the current state of science and technology. In addition, standards referred to and other documents provided as a basis for the contract must be taking into account as appropriate. References to offers by the Supplier and references to its article numbers do not comprise elements of the contract.

(3) The Supplier is obliged, analogous to II. Contract initiation (5), compare the WAS specification with the qualities of the Supplier's products. Should this comparison reveal of a deviation, delivery cannot be made as a fundamental matter without the written approval of WAS.

(4) The Supplier must notify WAS in writing without undue delay of obvious errors (e.g., typing and calculation errors), incomplete orders, missing documents and contradictory supporting documentation, for the purpose of correction or completion.

(5) If the Supplier does not object to an order within five (5) working days of receipt, the contract will be concluded on the basis of the order concerned. An objection is only permitted if acceptance of the order cannot be reasonably expected of the Supplier. Any deviation from the order constitutes an objection. Order confirmations have only the declaratory effect that the Supplier has received the order. If WAS can verify that WAS sent a declaration, this raises the presumption that the Supplier received the declaration concerned.

(6) Order confirmations must be sent to the following e-mail address within 7 (seven) working days of receipt of the order in the form of a PDF file: [orderconfirmation@wuerth-aerospace.com](mailto:orderconfirmation@wuerth-aerospace.com).

## V. Contract

(1) Contracts must be confirmed by the Supplier. The contract is deemed to have been confirmed upon confirmation of the first call-off, even if confirmation of the contract was not then on-hand. The term of a contract is extended accordingly by the period between the date of issue of a contract and the date of the Supplier's confirmation of the contract or the first call-off.

(2) The Supplier is required to maintain a reserve stock of at least 25% of the contract quantity at all times.

## VI. Delivery time and delays in delivery

(1) Delivery times stated by WAS in the purchase order are binding. If it is foreseeable that agreed delivery times cannot be met, the Supplier is obliged to inform WAS in writing without undue delay, stating the reasons and duration of the expected delay. Partial deliveries or deliveries may only be made with the prior written consent of WAS prior to the agreed delivery time.

(2) If the Supplier does not perform at all or within the agreed delivery time or if it is in default, the rights of WAS, including without limitation to withdraw from the contract and to claim damages, are governed by applicable statutory provisions. This is without prejudice to the provisions of the following paragraph.

(3) If the Supplier is in default, WAS can demand a fixed service charge of EUR 50.00 per customer and per article to which the default relates. The Supplier waives the defence of continuation of the breach to such an extent. WAS is entitled to demand the fixed service charge in addition to performance and, as a minimum amount, compensation for damages owed by the Supplier according to applicable statutory provisions; this is without prejudice to the

ability to assert additional claims for damages. WAS will claim the fixed service charge with final payment at the latest if WAS accepts the delayed delivery.

(4) The Supplier can only invoke the absence of necessary documents to be provided by WAS if it has sent a written reminder and has not received the documents within a reasonable period of time.

(5) The right to demand delivery on the part of WAS may be precluded by WAS if the Supplier has provided full compensation for damage in lieu of performance at the request of WAS. Acceptance of the delayed delivery does not constitute a waiver of claims for damages or the fixed service charge.

(6) Force majeure releases the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties are obliged to provide each other all required information to the extent reasonably available without undue delay and to modify their obligations to reflect the changes circumstances in good faith. WAS is released in whole or in part from the obligation to accept the ordered delivery/service and is entitled to withdraw from the contract to this extent if the delivery/service is no longer usable by WAS - taking into account economic aspects - due to the delay caused by the force majeure event.

(7) WAS reserves the right to return the goods at the expense of the Supplier in the case of deliveries that are earlier than agreed. If the goods are not returned in the event of premature delivery, they will be stored by WAS at the Supplier's expense and risk until the agreed delivery date. In the event of early delivery, WAS reserves the right not to make payment until the agreed due date.

## VII. Shipment; Passage of risk; Default in acceptance; Packaging

(1) Notification is to be given in accordance with the then-valid version of the WAS transport and packaging instructions. The current version can be found at [www.wuerth-aerospace.com](http://www.wuerth-aerospace.com). All costs incurred up to the handover to the carrier, including loading and cartage, shall be borne by the Supplier.

(2) The Incoterm between suppliers located in Europe and WAS is FCA; the Incoterm between suppliers located outside Europe and WAS is DAP Hamburg (according to INCOTERMS 2010).

(3) Shipment is to be made in accordance with the then-valid version of the WAS transport and packaging instructions. The current version can be found at [www.wuerth-aerospace.com](http://www.wuerth-aerospace.com).

(4) WAS may demand a fixed service charge of EUR 100.00 per shipment if the Supplier or its vicarious agent culpably violates the WAS transport and packaging instructions. The Supplier waives the defence of continuation of the breach to such an extent. Furthermore, WAS is entitled to charge the Supplier for the costs of reworking as well as other expenses which have verifiably been incurred due to the non-compliance with the WAS transport and packaging instructions. This is without prejudice to the assertion of additional claims for damages.

(5) The Supplier must provide for appropriate packaging that is safe for transport (section 411 of the German Commercial Code - "HGB"). Transport damage not recognised by insurance carriers on the basis of inadequate packaging are to be borne by the Supplier.

(6) The risk of accidental loss and accidental deterioration of the goods passed to WAS upon transfer at the place of performance. In the event that acceptance has been agreed, this shall be decisive for the passage of risk.

(7) Applicable statutory provisions shall apply to determining the occurrence of default of acceptance by WAS. The Supplier must expressly offer its supply of goods and services to WAS even in cases where a defined or definable calendar date has been agreed for an act or cooperation on the part of WAS. If WAS is in default of acceptance, the Supplier may demand compensation for

any additional expenses it incurs in accordance with applicable statutory provisions.

(8) WAS will only accept the quantities or numbers of items ordered. Short deliveries are not permitted. Overdeliveries of up to 10% are permitted. All overdeliveries in excess of this are only permitted by prior agreement with WAS. WAS reserves the right to return the goods at the expense of the Supplier in the case of overdeliveries in excess of 10%. Overdeliveries will only be received in conforming packaging units. Overdeliveries that do not conform to the packaging units can be scrapped at the Supplier's expense.

#### **VIII. Notification duties; Subcontractors; Audit rights**

(1) The Supplier must provide WAS timely written notice regarding changes to manufacturing processes, changes in materials or supplied components for products or services, relocation of production sites, prior to changes in processes or facilities for testing parts or other quality assurance measures. WAS is entitled to examine whether the change could have detrimental effect on the product to a reasonable degree. Upon request, the Supplier must make the necessary documents available and permit audits to the required extent.

(2) WAS must be notified in writing of the use of subcontractors, freelancers, sub-suppliers and other third parties (collectively referred to as "subcontractors") who are not employees of the Supplier in connection with the provision of services owed to WAS. The Supplier must contractually oblige all subcontractors to perform work completely and properly. The Supplier must document proper performance by means of appropriate documentation and regular audits by the Supplier.

(3) WAS is entitled to evaluate whether the Supplier's quality assurance measures satisfy WAS's requirements by means of an audit. WAS may conduct this audit together with its end customers and the responsible aviation authority as necessary. The audit can be carried out as a system, process or product audit and must be announced on a timely basis before it is carried out. Reasonable restrictions by the Supplier to protect its trade secrets will be accepted as part of this process. The performance of an audit does not release the Supplier from its contractual obligation to deliver defect-free products. Furthermore, the Supplier must grant WAS, its customers and applicable regulatory authorities access to all of the Supplier's facilities and relevant documented information at every level of the supply chain in accordance with the standards DIN EN 9100 and DIN EN 9120.

(4) Subcontractors are deemed to be vicarious agents of the Supplier. Failures, delays, malfunctions, poor performance or other errors in supplies of goods and services by the subcontractor, regardless of the grounds for any such failure, do not release the Supplier from its performance obligation under the contract concluded with WAS.

(5) If the Supplier or a subcontractor needs to perform services on the premises of WAS, the Supplier must ensure that the third-party company agreement submitted by WAS prior to performance has been signed and that the respective personnel comply both with such third-party company agreement and all other applicable provisions of the plant rules.

(6) The Supplier must notify WAS without undue delay in the event of imminent insolvency, in any event no later than submission of a request to open insolvency proceedings. Such notice must be sent to the relevant buyer and [credit@wuerth-aerospace.com](mailto:credit@wuerth-aerospace.com).

(7) In accordance with the requirements of DIN EN 9120, the Supplier is obliged to plan, implement and manage a process to identify and prevent the use of non-approved parts or parts of dubious origin. The Supplier must inform the competent authority and WAS in writing without undue delay should the Supplier become aware of articles of dubious origin which could be delivered to WAS.

#### **IX. Prices, invoices, terms of payment, set-off and retention**

(1) Prices stated in the order are binding. All prices are stated exclusive of statutory value added tax if not otherwise indicated separately. The agreed prices are fixed prices and exclude any and all supplementary amounts. Ancillary costs such as costs for packaging, surcharges for small quantities and other fixed service charges and charges, as well as customs duties, are included in the agreed prices. Requests for price adjustments are not valid until confirmed in writing by WAS. Silence on the part of WAS with regard to requests for price adjustments does not comprise consent.

(2) Delivery notes, consignment notes, invoices and all correspondence must contain WAS purchase order number.

(3) Preferably, invoices are to be prepared as single-item invoices in the form of a PDF file indicating the invoice number, purchase order number, WAS article number, quantity, price and other identifying features and sent to the following e-mail address: [rechnungspruefung@wuerth-aerospace.com](mailto:rechnungspruefung@wuerth-aerospace.com).

(4) A copy of the invoice and/or a pro forma invoice must be included with the goods shipment in the case of deliveries outside of the EU customs territory.

(5) If a product delivered by the supplier is subject to the reverse charge procedure, the supplier shall inform WAS accordingly in the form of a separate invoice and mark corresponding invoices with an appropriate reference to the reverse charge procedure.

(6) Payments will be made in accordance with the specifically agreed terms of payment. In the case of bank transfer, payment is deemed to have been made on time if the transfer order from WAS is received by WAS's bank prior to expiry of the payment period. WAS is not responsible for delays caused by the banks involved in the payment process. Payment is made subject to invoice verification.

(7) WAS is not liable for interest following the due date for payment. The default interest rate is five (5) percentage points above the base rate per annum. Applicable statutory provisions shall apply to determining the occurrence of default. However, a written dunning letter is required from the Supplier in all cases.

(8) WAS is entitled to exercise rights of set-off, retention and to claim non-performance of the contract to the extent permitted by law. Without limitation, we shall be entitled to withhold any payments due as long as we are still entitled to claims related to incomplete or defective performance in relation to the Seller.

(9) The Supplier may only exercise a right of set-off or retention on the basis counter-claims that are undisputed or have been finally determined by a court.

#### **X. Retention of title and provision of materials**

(1) Ownership must pass to WAS unconditionally and without regard to the payment of the price upon the transfer of the goods to WAS. If, however, WAS accepts an offer from the Supplier to transfer ownership conditioned on payment of the purchase price in a specific case, the Supplier's reservation of title lapses no later than upon payment of the purchase price for goods that have been delivered. Any form of extended or expanded reservation of title by the Supplier is excluded.

(2) Any processing, mixing or combination of materials provided by WAS on the part of the Supplier shall be performed on behalf of WAS. The parties agree that WAS is co-owner of products manufactured using provided materials based on the relationship of the supplied materials and the value of the combined product. They are to be stored on behalf of WAS by the Supplier until the time of transfer.

## **XI. Confidentiality, records, reference and retention of documents**

(1) All business-related or technical information made available by WAS must be kept confidential in relation to third parties if and as long as such information is not verifiably in the public domain and may only be provided to those employees at the Supplier's business who must be involved in order to use such information for purposes of supplying goods and services to WAS and who must likewise be subject to a non-disclosure undertaking.

(2) WAS reserves the intellectual property rights and copyrights to all documents and resources provided to the Supplier by WAS for the performance of a contract, including without limitation drawings, illustrations, drafts, calculations, descriptions, plans, models, samples, technical specifications, data carriers, other documents, tools, parts and materials. Such documents and resources are to be used exclusively for contractual performance and are to be returned to WAS in full (including any copies or duplicates made) after completion of the contract. Products manufactured on the basis of documents and resources provided by WAS may neither be used by the Supplier itself nor offered or supplied to third parties.

(3) Technical records, documents, drawings, diagrams, schematic diagrams, graphics, photographs, layout templates and other documentation prepared by the Supplier in the course of contract performance - whether on data carriers, in printed form or as material for print preparation or printing - as well as all samples, tools, materials and other resources, become the property of WAS upon provision. In addition, WAS receives all property rights, rights of use and exploitation rights to all above-mentioned copyrightable works to the extent permitted by law. WAS owes no separate remuneration for the transfer of the rights described above. This is fully covered by the prices indicated in the purchase order concerned.

(4) Without prior, express written consent, the Supplier is prohibited from indicating WAS or the business relationship with WAS as a reference in any form.

(5) All documentation in connection with products supplied by the Supplier must be retained for an unlimited period. The Supplier requires the written consent of WAS to delete or destroy this data and any samples. Upon request, the Supplier must grant WAS full access to its documentation and provide any requested samples to WAS. It must also support WAS in the evaluation of documentation and any samples. Data tracing and/or drawing revision must be possible for approved deviations.

## **XII. Defective delivery**

(1) Unless otherwise specified below, applicable statutory and standard-based provisions shall apply to rights on the part of WAS in the event of material defects and defects of title in the goods.

(2) In accordance with applicable statutory provisions, the Supplier is liable for ensuring that, without limitation, the goods have the agreed quality at the time risk passes to WAS. In any event, product descriptions, in particular those that comprise an element of the relevant contract by means of designation or reference in the WAS purchase order, or are included in the contract in the same manner as these Standard Purchasing Terms, are deemed to be agreements regarding quality. In this context, it makes no difference whether the product description comes from the Supplier or WAS.

(3) Section 442 (1) second sentence BGB notwithstanding, WAS is entitled to claims for defects without limitation even if the defect concerned remained undiscovered at the time of conclusion of the contract due to gross negligence.

(4) The applicable statutory provisions (sections 377, 381 HGB) apply to the commercial duty to inspect and give notice of defects subject to the following condition: The duty to inspect on the part of WAS is limited to defects that are patently apparent (e.g., transport damage, incorrect or short deliveries) upon

visible inspection by WAS as part of an incoming goods inspection. There is no duty to inspect where acceptance has been agreed. In all other cases, the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the specific case, is decisive.

(5) This is without prejudice to our obligation to provide notice of later-discovered defects. In all cases, a complaint by WAS (notification of defects) is deemed to be immediate and timely if it is received by the Supplier within 10 calendar days after WAS discovered the defect.

(6) The costs incurred by the Supplier for the purpose of inspection and rectification (including any dismantling and installation costs) shall be borne by the Supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for cure remains unaffected; however, in such cases we are only liable to the extent that we were aware, or failed to be aware due to gross negligence, that there was no defect.

(7) If the Supplier does not fulfil its obligation to provide cure - either by remedying the defect (repair) or by delivering a defect-free item (replacement) at our election - within a reasonable time set by WAS, WAS may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. No deadline need be set if an attempt at cure by the Supplier has failed or is not reasonably acceptable to WAS (e.g., due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate harm), WAS will inform the Supplier of such circumstances without delay and in advance if possible.

(8) If the Supplier fulfils its obligation to cure a defect by means of a replacement delivery, a new limitation period commences for the goods delivered as a replacement unless the Supplier has expressly and correctly noted that the replacement delivery is being made solely as a concession and in the interests of avoiding a conflict or in the interests of maintaining the supply relationship.

(9) Otherwise, in the event of a defect of quality or title, WAS is entitled to reduce the purchase price or to withdraw from the contract in accordance with applicable statutory provisions. In addition, WAS is entitled to compensation for damages and expenses in accordance with applicable statutory provisions.

(10) WAS shall be entitled to charge the Supplier a fixed service charge of EUR 100.00 in the event that WAS discovers a defect in a product delivered by the Supplier, or a defect is discovered at a later date based on a legitimate customer complaint, and WAS must accept return and/or block the product for this reason. The fixed service charge will not be offset against any claim for damages. WAS may collect defective articles, especially bulk articles, and send them to the Supplier in larger units. For each return of defective products, WAS is entitled to charge the Supplier freight costs customary in the market along with a handling fee of no more than EUR 100.00. The Supplier waives the defence of continuation of the breach to such an extent. In such cases, the Supplier is likewise obliged to reimburse WAS for the costs of required reworking or any other costs.

(11) If products bearing a Würth trademark are legitimately returned or not accepted by WAS, the Supplier must destroy such products and may not resell them to third parties. A contractual penalty of twice the value of the goods, but no less than EUR 15,000, shall be deemed to have been agreed for each case of infringement - excluding the claim of a continuing breach.

## **XIII. Supplier recourse**

(1) In addition to claims for defects, WAS is entitled to its legally-defined rights of recourse within a supply chain (supplier recourse pursuant to sections 445a, 445b, 478 BGB) without restriction. Without limitation, WAS is entitled to demand from the Supplier the same form of cure (repair or replacement) that it is obliged to provide its customer in the specific case concerned. This is without prejudice to our statutory elective right (section 439 (1) BGB).

(2) WAS will notify the Supplier and, following brief description of the relevant circumstances, request a written response in the event that WAS acknowledges or satisfies a claim for defects asserted by its customer (including reimbursement of expenses in accordance with sections 478 (3), 439 (2) BGB). If such a response is not provided within a reasonable period and amicable solution cannot be reached, the claim for defects actually granted by WAS shall be deemed to be owed to its customer; in such cases the Supplier is responsible for providing proof to the contrary.

(3) Claims on the part of WAS as provided in paragraph (1) also apply if the goods have been further processed or finished by WAS or by a customer of WAS before their sale to a consumer, e.g. by installation.

#### **XIV. Product liability and compulsory insurance coverage**

(1) In the event that a claim is made against WAS on the basis of product liability, the Supplier is obliged to indemnify WAS in relation to such claims insofar as the damage was caused by a defect in the goods delivered by the Supplier. However, in cases of fault-based liability, the preceding provision only applies in cases where the Supplier is at fault. The Supplier must prove that it is not at fault in the event the cause of the damage lies within its area of responsibility.

(2) Within the scope of its duty to indemnify, the Supplier is required to assume all costs and expenses resulting from or in connection with claims by third parties including any recall actions conducted by WAS. WAS will inform the Supplier prior to any recall action, provide it sufficient opportunity to cooperate and discuss efficient means of conducting the recall with the Supplier. This is not required in cases where notice to or participation by the Supplier is not possible to the exigent circumstances.

(3) The Supplier will also be liable for damages incurred by WAS in connection with taking appropriate preventive measures against a claim based on non-contractual liability that is primarily attributable to the Supplier (e.g., public advertising campaigns).

(4) This is without prejudice to additional claims.

(5) The Supplier must maintain adequate product liability insurance at its own expense with a minimum coverage amount for personal injury and property damage of at least EUR 500 million per case. Removal/installation costs and recalls must be covered by such insurance. Upon request, the Supplier must provide WAS proof of the conclusion and maintenance of such insurance.

#### **XV. Limitations period**

(1) All claims shall become time-barred in accordance with applicable statutory provisions unless otherwise provided in the following provisions of this Section.

(2) Section 438 (1) no. 3 BGB notwithstanding, the general limitation period for claims for defects is three years from the passage of risk. The three-year limitations period also applies accordingly to claims arising from defects of title, whereby the statutory period of limitation for real rights of a third party on the basis of which return of the purchased thing may be demanded (section 438 (1) no. 1 BGB) remains unaffected; furthermore, claims arising from defects of title do not become time-barred under any circumstances as long as the third party can still assert the right - especially in the absence of a limitations period - against WAS.

(3) Limitations periods provided under the law of sales, including the above extension, apply to all contractual claims for defects to the extent permitted by law. The regular statutory limitation period (sections 195, 199 BGB) shall apply in cases in which WAS is also entitled to non-contractual claims for damages due to a defect, unless application of the limitation periods under the law of sales would result in a longer limitation period in any specific case.

#### **XVI. Export control and customs**

(1) The Supplier is obliged to inform WAS about any licensing requirements for its goods under respectively applicable German, European (EU) or American export, customs and foreign trade laws as well as any applicable export, customs and foreign trade laws in the country of origin of its goods in writing as early as possible prior to the delivery date. In doing so, the Supplier is required to provide the following information and data:

- The export list number according to Annex AL to the German Foreign Trade and Payments Ordinance or comparable list items of relevant export lists;
- The "Export Control Classification Number (ECCN)" according to the "U.S. Commerce Control List" (CCL) if the goods are subject to the "U.S. Export Administration Regulations" (EAR);
- The statistical goods number (HS/CN code);
- The country of origin (commercial/non-preferential origin), origin marking key: D = Third country / E = EU / F = EFTA;
- (Long-term) supplier's declarations of preferential origin (for EU suppliers) or certificates of preference (for non-EU suppliers);
- All other information and data required by WAS for export and import and, in the case of resale, for re-export of the goods;
- The information about listed items in accordance with the European foreign trade law and the EC Dual-Use Regulation (in accordance with Annex I of Regulation (EC) No 428/2009)

The Supplier is obliged to inform WAS of any changes in the information and data referred to above in writing without undue delay.

(2) If the Supplier violates its obligations according to paragraph (1), it is responsible for all expenses and damages as well as other detrimental effects (e.g., claims for additional foreign import duties, fines) which WAS incurs as a result. The foregoing does not apply if the Supplier is not at fault for the relevant breach.

#### **XVII. Code of Conduct and compliance**

(1) The Supplier undertakes to comply with the provisions of the WAS Code of Conduct. This can be viewed at [www.wuerth-aerospace.com](http://www.wuerth-aerospace.com) and comprises an integral part of the contractual relationship.

(2) The Supplier undertakes to comply with the provisions of the Minimum Wages Act.

(3) The Supplier is obliged to comply with the recognised rules of technology (in particular DIN standards, VDE regulations, VDI guidelines, DVGW regulations) and the statutory provisions on product safety (in particular the Product Safety Act), internationally applicable minimum standards under labour law, in particular all conventions of the International Labour Organisation ("ILO") with regard to employees' rights, working hours and occupational health and safety, as well as all applicable statutory and official regulations.

(4) The Supplier warrants that it complies with the requirements of the "Restriction of Hazardous Substances" (RoHS) 2011/65/EU including extension 2015/863/EU as amended from time-to-time. Based on the foregoing, none of the substances listed in Annex II of the directive may exceed the maximum concentration in the homogeneous material. In the event that the exception in Annex III or Annex IV are to be applied, such exceptions must be sent to WAS at the following e-mail address: [productmarketing@wuerth-aerospace.com](mailto:productmarketing@wuerth-aerospace.com).

The Supplier warrants that the limits specified in the RoHS Directive will not be exceeded for all non-electrical or electronic products. WAS must be notified of any non-compliance with these limits using the following e-mail address: [productmarketing@wuerth-aerospace.com](mailto:productmarketing@wuerth-aerospace.com).

(5) The Supplier warrants that it complies with the requirements of the EU Chemicals Regulation REACH 1907/2006/EU as amended from time-to-time. If products contain substances on the SVHC list (Candidate List of Substances of very High Cancer) that exceed the permitted mass concentration of 0.1%, the Supplier is obliged provide notice accordingly without undue delay using the following e-mail address, stating the substance name, mass concentration and CAS number: [productmarketing@wuerth-aerospace.com](mailto:productmarketing@wuerth-aerospace.com).

This notification obligation under Article 33 applies likewise to current shipment when substances not previously listed are added to such list. This also applies to substances contained in REACH Annexes XIV (substances subject to authorisation) and XVII (restricted substances). The then-current list of SVHCs can be viewed on the European Chemicals Agency (ECHA) website: ["https://echa.europa.eu/de/candidate-list-table](https://echa.europa.eu/de/candidate-list-table)

(6) Suppliers should develop measures to ensure, to the best of their knowledge and belief, that the 3TGs (conflict minerals) used in the products they manufacture are not used, directly or indirectly, to finance or support armed groups guilty of serious human rights violations in crisis regions, as defined in the Dodd-Frank Act §1502. The Supplier should exercise due diligence with regard to the origin and the chain of custody of these minerals and should disclose such due diligence measures to their customers on request.

Should any products that have been delivered contain 3TGs from conflict regions according to Dodd-Frank-Act §1502, the Supplier is obliged provide notice accordingly without undue delay using the following e-mail address: [productmarketing@wuerth-aerospace.com](mailto:productmarketing@wuerth-aerospace.com).

The Conflict Minerals Reporting Template (CMRT) must be used for communication for such purposes along the entire supply chain. The then-current version of the template can be downloaded here: ["http://www.conflictfreesourcing.org/conflict-minerals-reporting-template/](http://www.conflictfreesourcing.org/conflict-minerals-reporting-template/)

(7) If hazardous substances within the meaning of the Hazardous Substances Ordinance or products the use of which may result in the release of such substances, are delivered, the Supplier must voluntarily provide WAS, or any service provider commissioned by WAS, the data required for preparation of the respective safety data sheet.

(8) If products delivered to WAS by the Supplier comprise construction products within the meaning of Regulation (EU) No. 305/2011 ("Construction Products Regulation"), the Supplier shall make all information required to prepare the declaration of performance or the declarations of performance prepared by the Supplier available to WAS without undue delay and in a suitable permanent form and must affix the CE marking or have it affixed to such products in accordance with the applicable legal provisions, in particular the Construction Products Regulation and Article 30 of Regulation (EC) No. 765/2008. By affixing the CE marking, the Supplier warrants the conformity of the construction product with the declared performance and compliance of the construction product with all applicable legal provisions in connection with the affixing of the CE marking.

(9) In the event that the Supplier violates one of the aforementioned obligations, the Supplier is required to indemnify WAS, companies affiliated with WAS and their customers as to all costs, claims by third parties (in particular direct or indirect claims for damages) as well as any other detrimental effects (e.g., fines) related to the violation of the aforementioned provision. The foregoing does not apply if the Supplier is not at fault for the relevant infringement. Furthermore, WAS is entitled to cancel the relevant order immediately at any time and to refuse acceptance of the corresponding delivery without WAS incurring liability for any costs. This is without prejudice to any other potential claims for damages. Cancellation or refusal of acceptance shall not constitute a waiver of any claims for damages.

(10) WAS reserves the right to assess and evaluate the Supplier's performance at regular intervals and to communicate this information to the Supplier as needed.

#### **XVIII. Language**

(1) Unless otherwise agreed, communications must be in German or English. All documents, such as certificates, attestations, drawings and first article test reports must be made available by the Supplier in German or English no later than upon request.

#### **XIX. Choice of law and jurisdiction**

(1) The laws of the Federal Republic of Germany apply to these Standard Purchasing Terms and all relationships between the Supplier and WAS subject to the exclusion of uniform international laws, in particular the United Nations Convention on Contracts for the International Sale of Goods. The requirements and effects of reservation of title are subject to the law applicable to the location of the goods provided that the election to apply German law is unlawful or void under provisions of applicable national law.

(2) If the Supplier is a merchant within the meaning of sections 1 et seq. HGB, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising under or in connection with the contractual relationship shall be Bad Mergentheim, Germany. WAS is not precluded from lodging suit against the Supplier at any other lawful place of jurisdiction.

Last updated: April 2021