

General Purchase Terms and Conditions of Lufthansa Technik Aktiengesellschaft (LHT AG)

1. Scope of Application, Form

- 1.1. Agreements of LHT AG having purchases as subject matter, including but not limited to purchase agreements, contracts for work, contracts for work and materials, service contracts or other agreements dealing with deliveries or services ("Contracts") shall be entered in accordance with these General Purchase Terms and Conditions ("GPTC"). This shall also apply to Contracts entered by LHT AG in the name and on behalf of third parties (e.g. subsidiaries).
- 1.2. Deviating, contradicting or supplementing business terms and conditions of the respective contract partner of LHT AG ("Supplier") shall only apply to the extent that LHT AG has given its explicit written consent thereto. If LHT AG fails to make any comments in this respect, this shall not constitute a recognition or acceptance of such terms and conditions, even if they were received by LHT AG or if LHT AG accepts contractual services of the Supplier without any reservation after having become aware of deviating, contradicting or supplementing business terms and conditions.
- 1.3. The acceptance of the order and the execution of the order placed by LHT AG shall be deemed as recognition and acceptance of these GPTC. In the event that the Supplier is not willing to accept these GPTC either in whole or in part, it shall be obliged to object to them towards LHT AG explicitly in text format (e.g. letter, e-mail, fax).
- 1.4. Individual agreements concluded with the Supplier in individual cases (inclusive of side agreements, supplements and amendments) shall in any case have priority over these GPTC. With respect to the contents of such agreements, a written contract or, as the case may be, the written confirmation of LHT AG shall, subject to counterevidence, be decisive.
- 1.5. Legally relevant declarations and statements with respect to concluded Contracts (e.g. specification of deadlines, reminders, cancellations) shall be made towards LHT AG at least in text format. Statutory formal requirements and any other evidence, especially in case of doubts concerning the legitimation of the person making the statement, shall remain unaffected.

2. Offer and Acceptance

- 2.1. Orders by LHT AG shall only be binding for LHT AG upon their submission or confirmation in text format. LHT AG may revoke their orders at any time until the receipt of the order confirmation given by the Supplier, unless a previous binding offer by the Supplier has already been accepted with the order of LHT AG.
- 2.2. Orders of LHT AG that do not accept a previous offer of the Supplier shall within a reasonable time, but no later than within a period two [2] weeks from receipt of the order either (i) be confirmed by the Supplier in text format or (ii) executed by the Supplier without any reservation and in accordance with the terms of the order.
- 2.3. Order confirmations deviating from offers shall be subject to confirmation by LHT AG at least in text format. In the event that this confirmation fails to be given within two [2] weeks, the Contract has not come into existence. Silence shall not constitute consent. Accepting deliveries or services or making payments shall not replace the statement of acceptance.
- 2.4. The examination of the offers of LHT AG as well as the preparation and presentation of offers by the Supplier shall be without any charge for LHT AG.

3. Delivery and Service, Acceptance

- 3.1. Unless agreed otherwise, place of performance (including the place of any subsequent performance) shall be the registered office of LHT AG in Hamburg.
- 3.2. Premature deliveries and partial deliveries may be rejected if they are not in the interest of LHT AG.
- 3.3. Delivery notes shall be attached outside on the packaging and shall include the order number, the article description and part number, the delivery quantities and attached certificates / documents as well as notices concerning partial deliveries, when applicable. Goods not coming from the territory of the European Union as well as deliveries belonging together shall be marked as such. In order to avoid incoming goods statements, the serial number must not have more than a maximum of 18 characters/digits. In case of orders sent via SPEC 2000, the serial number must not exceed a maximum of 15 characters/digits. In case of non-compliance with one of the aforementioned obligations, LHT AG shall have the right to refuse acceptance, unless the Supplier did not culpably cause such non-compliance. If the delivery note is missing or incomplete, LHT AG shall not be liable for delays in processing and payment resulting therefrom.

- 3.4. Without the prior written consent by LHT AG, the Supplier shall not be permitted to have the deliveries and services owed within the framework of the Contract made or rendered via or by third parties.
- 3.5. If, during the implementation of the Contract, existing components of a system or of any other part or any other materials are replaced, LHT AG shall be given immediate written notice to this effect. The replaced components or materials shall be kept for a period of 30 days after complete fulfillment of the main contractual duties owed by the Supplier. If LHT AG does not request their surrender within this period, the Supplier shall be obliged to dispose the relevant components and other materials at its own costs in accordance with the applicable regulations and to provide LHT AG with evidence to this effect. Another use of whatever kind shall in any case be excluded.
- 3.6. The Supplier shall be obliged to provide LHT AG - in electronic format, in the quantities requested by LHT AG and without any additional Charge - with all maintenance manuals, service announcements, service information letters and other information necessary for LHT AG for using, maintaining or repairing the subject matter of deliveries or services as intended and as agreed upon ("Documentation"). This obligation shall also include subsequent changes or amendments to such documents. To the applicable extent, the Documentation shall comply with the ARINC 625 standard. The Documentation shall be addressed to:

LUFTHANSA TECHNIK AG
 TECHNICAL DOCUMENTATION DEPTM
 HAM OC DSC
 Gebäude Nr. 116; Raum 160
 Weg beim Jäger 193
 22335 Hamburg
 Germany
 TECHNICAL.DOCUMENTATION@LHT.DLH.DE

- 3.7. The Supplier shall be obliged to inform LHT AG immediately, no later than upon delivery, in writing or text format whether goods ordered by LHT AG or materials for services ordered by LHT AG contain substances listed in the "Restricted Substances" document (available at <https://www.lufthansa-technik.com/de/purchasing>). The information shall, in case of mixtures of substances, be given by means of a safety data sheet by taking the requirements according to Regulation (EC) no. 1272/2008 into due account and, in case of products, by complying with Art. 33 of Regulation (EC) no. 1907/2006 ("REACH Regulation"). In the event that the information is not delivered in due time or even fails to be delivered upon additional request made by LHT by setting an appropriate deadline, LHT AG shall be entitled to terminate the relevant Contract.
- 3.8. If acceptance is required by law or has been agreed upon, the work shall exclusively be accepted by means of an explicit written statement on the part of LHT AG. Such statement by LHT AG shall be legally effective only if it has been signed by LHT AG. An acceptance of the work without any reservation shall not result in a loss of warranty or other rights (except in case of positive awareness of a defect) or penalty claims by LHT AG. LHT AG shall, despite of an acceptance, be entitled to assert a possibly forfeited penalty until the final payment.

4. Costs of Transport, Delivery and Performance Period, Delay, Transfer of Risk

- 4.1. Delivery costs, including but not limited to packaging, dispatch and transport insurance costs, as well as costs for the repossession of the packaging shall be borne – unless otherwise provided for in LHT AG's order - by the Supplier. If the Supplier fails to take back the packaging after expiry of a deadline set by LHT AG, LHT AG may arrange for the disposal itself or have the packaging disposed of by third parties. Any costs arising in this context shall be borne by the Supplier.
- 4.2. The Supplier shall give LHT AG notice in text format of any occurring or threatening delays in delivery immediately after having become aware of them by indicating the order number and date of the order, the cause for the delay as well as the estimated delivery date. The receipt of said notice shall not include an extension of the delivery period agreed upon and shall not have an effect on the fact that a delay has occurred, unless LHT AG explicitly agrees to such an extension in writing. If such notice fails to be given or is given incompletely, the Supplier shall be liable for any damage arising therefrom, unless the Supplier has not acted culpably.
- 4.3. If LHT AG requests the Supplier to arrange for a direct connection to the respective IDI interface (e.g. Aeroexchange [AeroRepair Tool], OneAero [MRO Tracker Tool], SPEC2000, SPEC2000 via Aeroexchange, OrderMail) in order to ensure a fully automatic processing of relevant purchase and delivery data and the Supplier fails to establish the requested connection, the Supplier shall accept LHT AG'S determination of a delay in delivery by means of alternative or estimated data available to LHT AG as binding.
- 4.4. Damages due to delays in delivery by the Supplier shall entitle LHT AG to assert claims for compensation if the statutory requirements are satisfied. If the Supplier is in delay, LHT AG may - apart from any further statutory claims - request compensation for the damage caused by the delay at a flat rate of 0.25 % per completed calendar day of the net contract amount of the deliveries affected by the delay, but in no case more than 5 % of the net

contract amount of the deliveries affected by the delay. LHT AG reserves the right to show that the damage incurred to it was higher. The Supplier reserves the right to show that LHT AG did not incur any damage at all or that the damage was much lower.

- 4.5. The Supplier shall bear the risk of loss, accidental destruction or accidental deterioration until all deliveries or services to LHT AG have been completed or, as the case may be, the work has been completely accepted by LHT AG at the place of performance. In case of deliveries from the United States of America carried out by a transport provider appointed by LHT AG, the Supplier shall bear the risk of loss, accidental destruction or accidental deterioration until delivery to the transport provider.
- 4.6. The Supplier guarantees to comply with the applicable regulations for materials relevant for aviation safety when transporting the consignments. In particular, the Supplier shall comply with the regulations of ADR, GGVSE [Ordinance on the Transport of Dangerous Goods by Road and Rail], ATA 300, IATA- DGR, ICAO-TI, IMDG-Code and RID for the shipment of such goods.

5. Defective Performance, Representations, Warranty, Manufacturer's Liability and Statute of Limitation

- 5.1. The statutory provisions as well as the following supplements and clarifications as contained in this Article 5 shall apply in the event of defects in the deliveries or services (including defects of title), such supplements and clarifications being exclusively for the benefit of LHT AG.
- 5.2. The Supplier undertakes to deliver any goods and perform any services free from defects. The Supplier shall, above all, be obliged
 - to use exclusively the materials provided for in the Contract or otherwise agreed upon and to comply with measurements and quantities specified by LHT AG in the Contract. Deviations shall be permitted only after LHT AG has given its prior written consent thereto;
 - to attach to the deliveries any and all certifications and documents provided for in the Contract as well as all other documentation necessary for the use of the deliveries for the purposes intended according to the Contract or the necessity of which can be learned from the intended purpose of use according to the Contract. The Supplier shall assume responsibility for the compliance of material certificates with applicable aviation regulations and the requirements specified by LHT AG;
 - to ensure that the deliveries or services correspond to the statutory regulations in the Federal Republic of Germany as well as national and international aviation regulations, including but not limited to safety regulations, and all other applicable accident prevention, environmental or occupational safety regulations and the generally accepted engineering standards;
 - to ensure that the deliveries or services do not violate any industrial property rights held by third parties and are not encumbered by any other rights of third parties. In case of faults on its part, the Supplier shall be obliged to indemnify and hold LHT AG harmless with respect to rights asserted by third parties against LHT AG due to an infringement of industrial property rights in connection with the delivery or service of the Supplier. This obligation to hold LHT AG harmless shall particularly include any costs incurred by LHT AG for a necessary legal defense and any compensation for damages to be paid by it. In case of claims by third parties, LHT AG shall be entitled to request the Supplier to submit a reasonable security up to the amount of the expected damage.

In the event of a culpable breach of the aforementioned duties of this clause 5.2, LHT AG shall, in addition, be entitled to request the Supplier to pay a contractual penalty in the amount of 5 % of the net contract amount. The contractual penalty shall be credited to damages, if any, to be paid by the Supplier.

- 5.3. In case of a contract for the sale of goods, the statutory provisions (Sections 377, 381 HGB [German Commercial Code]) shall apply for the commercial obligations of inspection and defect notification, subject to the following conditions: The inspection duty of LHT AG shall be limited to deficiencies which can be visually identified during incoming goods inspections by means of external examinations, inclusive of the delivery documents (e.g. transport damage, wrong and short deliveries) or during a quality control based on sample checks. If an acceptance is necessary or has been agreed upon, an inspection duty shall not exist. In any other respect, the extent to which an inspection is, in line with proper business procedures, expedient when taking all circumstances prevailing in the individual case into account shall be decisive. The duty to give notice in the event of defects identified at a later time shall remain unaffected. Irrespective of the inspection duty, a complaint (notice of defect) shall be deemed as given without any delay and in due time if it is sent within 5 working days after discovery or, in case of apparent deficiencies, after delivery. A notification of defects at a later time shall be sufficient when the circumstances of the individual case allow it.
- 5.4. The issue of receipts of delivery or the payment for deliveries or services made or rendered by the Contractor shall not constitute a waiver of potential warranty or other claims.
- 5.5. Subsequent performance shall also include the removal of the defective goods and its new installation at LHT AG's or one of its customer's premises if the goods were, according to their intended purpose, installed into another item. The costs arisen for investigations and subsequent performance (inclusive of removal and installation

costs, if any) shall be borne by the Supplier also if it turns out that there was in fact no defect. The liability for damages of LHT AG shall in case of unjustified request to remedy a defect remain unaffected; to this extent, however, LHT AG shall be liable only if it actually recognized or acted with gross negligence in failing to recognize that there was no defect.

- 5.6. If the Supplier fails to come up to its obligation for subsequent performance - at the option of LHT AG either by eliminating the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period specified by LHT AG, the latter may eliminate the defect itself and request compensation for the efforts necessary in this context or, as the case may be, a corresponding advance payment from the Supplier. If the subsequent performance by the Supplier fails to be successful or is unreasonable for LHT AG (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damages), there shall be no need to set a deadline; LHT AG shall give the Supplier immediate or, if possible, prior notice of such circumstances.
- 5.7. Warranty claims of LHT AG against the Supplier shall become statute-barred as follows:
- The general limitation period for claims for defects is three [3] years from the statutory commencement of the limitation period. Insofar as acceptance has been agreed in case of a contract for the sale of goods, the limitation period shall commence upon acceptance. This limitation period of 3 years shall *mutatis mutandis* also apply to claims based on defective titles, with the statutory limitation period regarding in rem claims for return on the part of third parties (Section 438 (1) no. 1 BGB [German Civil Code] remaining unaffected; claims based on defective titles shall in no case become statute-barred as long as the third party is still able - particularly in the absence of limitation of time - to assert the right against LHT AG.
 - Warranty claims based on defects at buildings and objects which were, in accordance with their usual intended purpose, used for a building and caused its defectiveness, shall become statute-barred five [5] years after acceptance or handing over.
- 5.8. In case of replacement delivery and elimination of defects, the warranty period for replaced and subsequently improved parts shall start anew, unless LHT AG had to assume, based on the conduct of the Supplier, that the latter did not feel obliged to take such measures, but instead carried out the replacement delivery or eliminated the defects as a gesture of goodwill or for similar reasons only.
- 5.9. If LHT AG has non-contractual claims due to a defect, the ordinary statutory limitation periods (Sections 195, 199 BGB) shall apply if applying the limitations under the sales of goods law or the law on contracts for works (as applicable) does not produce a longer time limit in an individual case.

6. Liability

- 6.1. Inasmuch as these GPTC do not provide for anything to the contrary, the Supplier is liable in accordance with the statutory provisions.
- 6.2. With respect to its claims for damages, LHT AG shall not be restricted to its interest in contract performance. The obligation to pay damages shall particularly also include all costs, fees and expenses.
- 6.3. The Contractor shall hold LHT AG harmless with respect to all claims by third parties based on defective deliveries or services of the Contractor, unless the Contractor did not cause such defect negligently.
- 6.4. If the Contractor is liable for a damage at a product, it shall to this extent be obliged to hold LHT AG harmless with respect to claims by third parties if and when the damage cause lies within its range of command and organization and the Contractor is, in the legal relationship to third parties, liable itself.
- 6.5. LHT AG is liable under the statutory provisions for culpably caused injury to life, limb and health including simple negligence as well as otherwise for wilful misconduct and gross negligence. If there is no event which falls within the previous sentence, LHT AG's liability for loss or damage is excluded in the event of simple negligence, unless LHT AG has culpably breached a material contractual obligation. Material contractual obligations are those the performance of which make the proper fulfilments of the contract at all possible and on the compliance of which the Customer regularly relies upon and is entitled to so rely. If LHT AG is liable due to a simple negligent breach of material contractual obligations, LHT AG's liability shall be further limited as follows: LHT AG shall not be liable for non-foreseeable damages, which are not typical for services of the kind constituting the services under the relevant Contract.

7. Recourse against Suppliers

- 7.1. LHT AG shall, in addition to any claims for defects against the Supplier, be entitled to assert the statutory claims of recourse within the supply chain (Sections 445a, 45b, 478 BGB [German Civil Code] without any restriction. LHT AG shall, in particular, be entitled to request exactly the kind of subsequent performance (subsequent

improvement or replacement delivery) it owes towards its customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. The statutory right to choose held by LHT AG (Section 439 (1) BGB) shall remain unaffected.

- 7.2. Before LHT AG accepts or fulfills a claims for defects asserted by a customer (including reimbursement of expenses according to Section 445a (1), 439 (2) and (3) BGB), it shall give the Supplier notice and, giving a brief description of the facts, ask the latter to give its written comments. In the event that substantiated comments fail to be given within a reasonable period and, furthermore, a mutual solution fails to be reached, the claim for defects actually allowed by LHT AG shall be deemed to be owed towards its customer. In this case, the burden to submit evidence to the contrary shall lie with the Supplier.
- 7.3. The claims of LHT AG based on supplier recourse shall also apply if the goods were, prior to their sale, processed by LHT AG or one of its customers by installing it into another item.

8. Prices; Invoices, Payment, Set-Off, Retention

- 8.1. The prices quoted in the orders of LHT AG shall be binding and shall be exclusive of any statutory value added tax that may be applicable, but shall include all ancillary costs (in particular transport, customs, packaging, insurance costs, costs of return and disposal of packaging), unless expressly stated otherwise in the LHT AG order.
- 8.2. Invoices shall include the order number and item, the ordering date and the quantity together with prices per unit and item and be addressed to the billing address indicated in the Contract. Invoices shall comply with tax regulations, including sales tax provisions. Invoices for partial deliveries shall be marked as such. Invoices deviating from the provisions in sentence 1 or 2 shall result in a right of retention on the part of LHT AG.
- 8.3. Payments by LHT AG shall be made within 30 days after complete delivery or service rendering by the Supplier or, if LHT AG receives an invoice or a similar payment schedule after receipt of the deliveries or services of the Supplier, 30 days after receipt of said invoice or payment schedule by LHT AG. In the event that the Supplier fulfills its duties already prior to the delivery date agreed upon, this shall not result in a premature payment date of its claims. In the absence of other agreements, partial invoices shall be settled only after complete fulfillment of the Contract. In the event of payments within two weeks after complete fulfillment of the Contract and invoice receipt, LHT AG shall have the right to deduct a cash discount of three percent from the Supplier's claim.
- 8.4. LHT AG shall not owe any interest on maturity.
- 8.5. The Supplier shall only be entitled to rights of set-off or retention if they have been determined with legal effect or are undisputed.

9. Further Processing, Retention of Title

- 9.1. A processing, mixing or combination (further processing) of provided items on the part of the Supplier shall take place for LHT AG. The same shall apply in case of a further processing of the delivered goods by LHT AG, with the result that LHT AG is regarded as producer and, according to statutory provisions, acquires title to the product no later than upon its further processing.
- 9.2. The transfer of ownership of the goods to LHT AG shall take place without any reservations and without taking the payment of the price into consideration. But if, in an individual case, LHT AG accepts an offer for the transfer of ownership by the Supplier that depends upon the payment of the purchase price, the retention of title by the Supplier shall cease to exist no later than upon payment of the purchase price for the delivered goods. Also prior to the payment of the purchase price, LHT AG shall, in the ordinary course of business, be entitled to resell the goods under the condition of an advance assignment of the claim arising therefrom. In this case, the simple retention of title extended to the resale shall apply. All other forms of retention of title shall in any case be excluded.

10. Trade Control Compliance

10.1. General Compliance

Supplier hereby undertakes to conduct any activities in connection with the Contract in compliance with applicable export, import, sanction laws and regulations (in their most current form), including but not limited to those of the United States (as stipulated in the U.S. Export Administration Regulations (EAR), 15 CFR Parts 730-774, or in the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130), the United Nations (as stipulated the United Nations Security Council Consolidated List), and those of other relevant foreign jurisdictions ("Trade Control Laws"). Supplier shall not take any action that would lead to a breach of Trade Control Laws by LHT AG.

Supplier represents and warrants that neither it nor any of its affiliates are listed on any applicable sanctioned party list or controlled by a sanctioned person. If at any time following the entry into force of the Contract Supplier or any of its affiliates becomes a sanctioned person, or a sanctioned person or party acquires control of Supplier or its affiliates, Supplier shall promptly notify LHT AG.

Upon LHT's request, Supplier shall promptly provide any documents necessary to ensure continuing compliance with Trade Control Laws, including but not limited to, any compliance certifications, acceptance of license conditions or correct export classification of product and/or technical documentation and/or software e.g., the relevant category in the United States Munitions List (USML) or the Export Control Classification Number (ECCN) under the EAR.

In addition, Supplier shall inform LHT AG if any activity under the Contract requires an export license or other authorization under Trade Control Laws and shall obtain a valid export license or other appropriate authorization at no cost to LHT AG and in a manner that permits and ensures the completion of any activity within the terms set forth under the Contract.

If Supplier is the U.S. Principal Party in Interest ("USPPI"), it agrees to comply with all requirements applicable to the USPPI in U.S. export transactions. If LHT AG is the Foreign Principal Party in Interest ("FPPI"), Supplier is authorized to act and agrees to act as LHT AG's true and lawful agent for purposes of preparing and filing any Electronic Export Information in accordance with applicable export control regulations of the United States. The Supplier shall indemnify LHT AG from and against any claim, proceeding, action, fine, loss, cost and damage arising out of or relating to any noncompliance with applicable export control regulations of the United States by the Supplier. This includes, but is not limited to, costs, fees and expenses, unless such noncompliance was not negligently or intentionally caused by the Supplier. This provision does not imply a change in the burden of proof.

10.2. Russia-Related Compliance

10.2.1. Purchase and Import Restrictions

Supplier acknowledges that LHT AG is required to provide evidence of compliance with Council Regulation (EU) 833/2014 as of 31 July 2014 (in its most current form defined as the "Regulation") to the competent authorities. Therefore, Supplier represents and warrants that all products provided to LHT AG conform with the Regulation and any corresponding FAQ as published by the EU Commission (in their most current form), including but not limited to,

- (i) products listed in relation to purchase and direct import restrictions in the Regulation which are provided to LHT AG do not originate and have not been exported from the Russian Federation and
- (ii) all products listed in relation to purchase and indirect import restrictions in the Regulation and which are provided to LHT AG do not incorporate any products listed in the Regulation originating in the Russian Federation when having been processed in any third country. For the avoidance of doubt, this shall include the products incorporated during repair in any third country by the Supplier or any of its service providers.

Supplier shall provide any information or documentation requested by LHT AG or relevant authorities to ensure compliance with the Regulation at no cost to LHT AG.

In case the Supplier sells, delivers or otherwise provides products to LHT AG which (i) do originate or have been exported from the Russian Federation or do incorporate any steel and iron products originating in the Russian Federation when having been processed in any third country or (ii) Supplier does not provide information or documentation as requested by LHT AG Supplier shall immediately at LHT AG's discretion replace such product by a product which conforms with this Clause 10.2.1.

10.2.2 No Re-Export

- (i) To the extent applicable, Supplier shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods or technology supplied by LHT AG under or in connection with the Contract that fall under the scope of Article (1) 12g of the Regulation (as amended from time to time) and/or (2) Article 8g of Council Regulation (EU) No 765/2006 (as amended from time to time) to Belarus or for use in Belarus.
- (ii) Supplier shall use all necessary efforts to implement adequate measures to prevent any direct or indirect sale, export or re-export of any goods or technology supplied by LHT AG in connection with the Contract that fall under the scope of Article (1) 12g of the Regulation (as amended from time to time) by third parties to the Russian Federation and/or (2) Article 8g of Council Regulation (EU) No 765/2006 (as amended from time to time) by third parties to Belarus.

- (iii) Supplier shall inform LHT AG about any relevant activities by third parties that could be in conflict with the purpose of Article 10.2.2 (i)

Supplier shall provide LHT AG any information requested concerning compliance with the obligations under this Clause 10.2.2.

10.3. Consequence of breach of Trade Compliance related obligations

In case

- (i) Supplier is in breach of any its obligations mentioned in this Clause 10; or
- (ii) a required license is not granted by the competent authority; or
- (iii) the performance of LHT AG's obligations under the Contract would result in a breach of Trade Control Laws,

then LHT AG shall have the right without incurring any liability towards Supplier to

- (1) not fulfill the respective obligation contrary to the Trade Control Laws and/or
- (2) withdraw and/or cancel from an offer or sales order and/or
- (3) terminate the Contract

each of (1)-(3) upon written notice and with immediate effect.

11. Licenses

If the Supplier renders contractual research and development services in return for payment, it shall as soon as upon conclusion of the Contract assign to LHT AG any and all rights in the deliverables, inclusive of the rights in inventions and works subject to copyright law, if any, and undertakes to make any and all efforts to make such assignment of rights possible. To the extent that such assignment of all rights is not possible, the Supplier shall grant LHT AG free of charge the exclusive, irrevocable, worldwide, transferable and sub- licensable right valid for the complete term of protection to use and exploit these deliverables for any kind of purposes and application possibilities in the aviation industry.

12. Audit Rights

12.1. The Supplier is well aware that LHT AG is a company of the aviation industry and, as such, obliged to monitor its suppliers to a special degree. If LHT AG fulfils such monitoring duties by means of monitoring audits, LHT AG shall have the right to perform such monitoring audits at its own costs - where appropriate, also together with representatives of the competent aviation authority - as initial audits, follow- up audit or quality assurance audits with the Supplier during usual operation and business hours after having given an appropriate prior notice to this effect. This notice shall at least be given in text format. Each party shall bear its own costs for the audits, unless culpable breaches of the supplier's contractual obligations are identified in the course of the audit. In this case, the supplier shall reimburse LHT AG for all audit costs incurred and other related expenses. The scope of the monitoring audits shall be limited to the areas required to be monitored for quality assurance according to air traffic regulations and requirements. In this context, particularly the qualification of employees, extent and implementation of internal quality assurance measures, production processes, supplier chain and marking of products shall be audited.

To the extent admissible according to air traffic regulations, LHT AG undertakes towards the Supplier

- to perform the monitoring audits in a manner that unreasonable interruptions of the Contractor's operations are avoided, if possible;
- to respect and protect affected participation rights, if any, of the Contractor's works council during the performance of the monitoring audit; and
- to subject the persons implementing the monitoring audits to secrecy duties with respect to any and all information obtained within the framework of the monitoring audit it and to the extent that they are not relevant for the result of the monitoring audit.

12.2. In its capacity as company of the aviation industry, LHT AG shall furthermore be entitled to carry out audits with the Supplier - when appropriate, also via or together with representatives of the competent aviation authority - which are required by law or instructed by supervisory authorities; such audits shall be performed in accordance with the statutory and/or supervisory instructions applicable in each case and, in any other respect, according to the aforementioned provisions concerning monitoring audits.

- 12.3. In addition, LHT AG may in case of long-standing business relationships and threatening or already identified deficient deliveries and/or services carry out quality audits with the Supplier - when appropriate, also together with representatives of the competent aviation authority. The extent of the quality audit shall be limited to the inspection areas and to the preservation of evidence, as announced by LHT AG in advance. In any other respect, the provisions included in clause 12.1 shall apply mutatis mutandis.
- 12.4. Furthermore, LHT AG may perform any audit required for obtaining and maintaining certifications (e.g. DIN EN 9110 and DIN EN 9100). The scope of such audits shall be limited to the areas required for obtaining and maintaining the certification. In any other respect, the provisions included in clause 12.1 shall apply mutatis mutandis. The Supplier also undertakes to participate to the extent provided for in the respective certification standards in order to make the acquisition and maintenance of the certification by LHT AG possible.
- 12.5. The Supplier undertakes to grant LHT AG the necessary assistance as well as the access to relevant documents, production and operation locations and business premises, as required for the respective audit. Quality assurance measures which might be requested by LHT AG after the audit and which are necessary for complying with accepted engineering standards or safety regulations shall be taken by the Supplier at the latter's expense. In the event that the Supplier refuses the implementation of the audit although it would not contradict its legitimate interests or if the Supplier refuses to eliminate reasons for complaints, LHT AG shall, after having set a deadline, be entitled to withdraw from the Contract or - in case of continuing obligations - to terminate the Contract for cause and, both in case of a withdrawal and in case of a termination for good cause, claim damages.
- 12.6. In the event of long-standing business relationships, the Supplier shall give LHT AG immediate notice of any changes in the Supplier's company having an influence on the quality of deliveries or services, especially within the organization or location or with respect to production / manufacturing activities.

13. Compliance

13.1. The Supplier warrants that

- this Contract and the business relationship concluded on the basis of this Contract as well as the Supplier's activities within this framework do not and will not infringe any statutory regulations concerning bribery and/or corruption, including but not limited to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the related implementing legislation and do not result in an infringement of such regulations on the part of LHT AG and that, furthermore, the Supplier will in connection with the deliveries or services comply with the applicable statutory regulations and provisions in this Contract at any time during the contract term;
- neither the Supplier nor, with knowledge on the part of the Supplier, any other person, including but not limited to employees or agents of the Supplier has, either directly or indirectly, offered or will offer a monetary payment or benefit in kind, a loan, gift, donation or any other asset of value in favor of a person in charge or an employee of a government body, state authority or state agency, state-owned enterprise, international government organization, political candidate or political party or official of such party or a person acting in an official capacity for the above-named persons (together "Government Officials") or another person with the intention to obtain an unlawful advantage;
- the Supplier shall give LHT AG notice of any change of the ownership structure within a period of four weeks.

13.2. LHT AG shall, irrespective of any other rights, be entitled to terminate this Contract and any and all annexes as well as all other contractual relationships without prior notice either in total or in part whenever LHT AG gets knowledge of the fact that the Supplier infringes the duties according to this Article and/or that the information provided in the supplier questionnaire is incorrect. The same applies if there is a justified suspicion of a breach of the afore-mentioned obligations and the Supplier is unable to eliminate such suspicion within a reasonable period to be set by LHT AG.

13.3. LHT AG shall be entitled to carry out an anti-corruption audit of the Supplier's business records to the necessary and pertinent extent in order to ensure that the Supplier complies with the obligations owed by it according to this Article 13.

14. Personnel-Related Obligations

14.1. The Supplier undertakes to observe the statutory provisions concerning undeclared work, the German employee assignment act (Arbeitnehmerentsendegesetz), the German temporary employment act (AÜG), the German minimum wage act (Mindestlohngesetz) and, in addition, to employ only subcontractors or other third parties who oblige themselves to act correspondingly.

14.2. The Supplier undertakes to hold LHT AG harmless with respect to claims of third parties, including but not limited to employees, public authorities, social insurance carriers, trade associations, professional associations and

organizations, which are asserted in connection with a failure to comply with the obligations arising from Art. 14.1. In the event that the Supplier fails to fulfil the indicated statutory obligations, LHT AG shall also be entitled to terminate the Contract for good cause without being obliged to send a prior reminder or threat of termination. The same shall apply if a subcontractor of the Supplier infringes these obligations. LHT AG reserves the right to assert further claims for damages.

15. Human rights and environment- related obligations pursuant to the UN Global Compact and the Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz/LKSG – “Supply Chain Act”), ILO basic principles , Regulation on deforestation-free supply chains (“EUDR”)

15.1. The Supplier undertakes to comply with the ten principles of the UN Global Compact, the five basic principles of the International Labor Organization (ILO) and the following precepts and prohibitions:

prohibition of child labor; prohibition of forced labor and all forms of slavery, exploitation, humiliation and abuse; prohibition of disregard for occupational safety and health and protection from work-related health hazards; disregard for freedom of association and the right to collective bargaining; prohibition of unequal treatment in employment; prohibition of the withholding of an adequate living wage; prohibition of the destruction of natural resources through environmental pollution; prohibition of unlawful infringement of land rights; prohibition of the commission or use of private or public security forces which, due to a lack of instruction or control, may lead to harm to life and limb; prohibition of any act or omission in breach of duty to act that goes beyond the foregoing and which is directly likely to impair, in a particularly serious manner, a protected legal position within the meaning of section 2 paragraph 2 of the Supply Chain Act and the unlawfulness of which is obvious upon reasonable assessment of all the circumstances in question; prohibition of the production, use and/or disposal of mercury pursuant to the Minamata Convention; prohibition of the production and/or use of substances within the scope of the Stockholm Convention (persistent organic pollutants - POPs) as well as the non-environmentally sound handling of wastes containing POPs; prohibition of the import or export of hazardous wastes within the meaning of the Basel Convention.

15.2. The Supplier undertakes to provide human rights or environment-related training for employees who are responsible for minimizing or exposed to relevant risks. LHT AG may require the Supplier to provide evidence of the performance of and participation in relevant training courses or to ensure that the relevant employees of the Supplier participate in any relevant training courses offered by LHT AG.

15.3. If LHT AG requests information from the Supplier in context of its risk analysis to be carried out under the Supply Chain Act to identify or assess human rights or environment-related risks, the Supplier shall provide LHT AG adequately with the required information to the extent permitted by applicable law or contractual obligations. The Supplier agrees that for the purposes of its risk analysis, LHT AG transfers relevant information on the contractual relationship with the Supplier to a third party specialized on risk analysis that processes the information on behalf of LHT AG.

15.4. If the Supplier discovers or otherwise becomes aware of a potential violation of human rights or environment-related obligations in its own business operations in relation to the provision of services to LHT AG, it shall be obliged to inform LHT AG thereof and the measures it has taken consequently.

15.5. The Supplier shall cooperate with LHT AG and support LHT AG with best efforts to implement the measures required by the Supply Chain Act with a view to terminating, preventing, and minimizing human rights and environment-related risks and violations, particularly the implementation of required preventive and remedial measures.

15.6. The Supplier undertakes, upon LHT AG's request, to inform its employees about the possibility of using LHT AG's complaint procedure. Information about the complaint procedure as well as access to it are available at <https://investor-relations.lufthansagroup.com/de/corporate-governance/compliance/hinweisgebersystem.html>.

15.7. The Supplier assures to comply with the expectations of the Lufthansa Group as expressed in its Supplier Code of Conduct ([Code of Conduct - Lufthansa Group Investor Relations](#)).

15.8. The Supplier further undertakes to use best efforts to pass on the LkSG-related obligations pursuant to this Article 15 to its direct suppliers in an obligatory manner.

15.9. Insofar as the Supplier delivers certain products that fall under Annex I of Regulation (EU) 2023/115 on deforestation-free supply chains (“EUDR”) and that have not been fully recycled, i.e. products containing beef, cocoa, coffee, oil palm , rubber, soy or wood, the provisions of the EUDR apply, which is available in several languages at the following link and LHT AG and the Supplier agree on the following:

- The Supplier ensures that all EUDR-relevant products delivered to LHT AG are deforestation-free and have been produced in accordance with the relevant legislation of the country of production.

- The Supplier shall provide LHT AG with all information required under Art. 9 EUDR (EUDR information) that LHT AG needs to fulfil its obligations under the EUDR, no later than [4 weeks] before the delivery of the respective product.
 - If the Supplier culpably fails to provide LHT AG with the required EUDR information, or fails to provide it correctly, in full or on time, or if there is reason to assume on the basis of the information provided that the products are not EUDR-compliant, LHT AG is entitled with regard to the products concerned:
 - to reject products that have already been delivered or are still to be delivered,
 - to refuse payment for delivered products and to reclaim payments already made for products,
 - to demand compensation for the damage caused by the Supplier's breach, including loss of profit,
 - to cancel with immediate effect products already ordered or products still to be ordered,
 - to purchase alternative products from other suppliers, whereby the Supplier shall bear all additional costs incurred by LHT AG in connection with such a replacement purchase,
 - request the Supplier to collect any rejected Products from LHT AG's premises or any other location within [72 hours] of such request; alternatively, LHT AG may, after above deadline has expired at its sole discretion, (i) arrange for the return of any rejected products, in which case the Supplier shall bear all costs incurred in connection with the return of the products, or (ii) arrange for the destruction/disposal of any rejected products, in which case the Supplier shall bear all costs incurred in connection with the destruction/disposal of the products.
 - The Supplier is obliged to keep records of the information to be supplied to LHT AG for at least 5 years from the date of delivery of the respective product.
 - The Supplier is obliged to indemnify LHT AG against all legal consequences, in particular all claims, claims for damages, fines and penalties, sanctions asserted against LHT AG because products delivered by the Supplier violate the requirements of the EUDR, at its own expense and at LHT AG's request, unless the Supplier is not responsible for the violation. The indemnification shall also include costs and necessary expenses incurred by LHT AG for the defense against the legal consequences, in particular the claims, claims for damages, fines and penalties, sanctions (including reasonable legal fees).
 - In cases where the Supplier uses authorised representatives in accordance with Art. 6 EUDR, the Supplier undertakes to use only such authorised representatives who fulfil the applicable requirements of the EUDR. If the Supplier uses an authorised representative, this does not release him from the EUDR-related obligations of this Clause.
 - The Supplier agrees that LHT AG may transfer relevant information about the contractual relationship with the Supplier to a specialized third-party service provider for the purposes of EUDR compliance and have it processed there on its own behalf for the purposes of EUDR compliance. The above-mentioned information and cooperation obligations of the Supplier also apply towards such a service provider commissioned by LHT AG.
- 15.10. Once a year or occasion-related, LHT AG is entitled to conduct an audit on the Supplier's business and industrial premises and within its business operations to identify and assess human rights and environment-related risks or violations and to assess and determine whether the Supplier complies with its obligations pursuant to this Clause ("Audit"). LHT AG may mandate a third party, which is bound to professional objectivity and secrecy, to conduct the Audit during the Supplier's regular business hours. LHT AG shall notify the Supplier of the Audit with a prior two-weeks' written notice. The Supplier is entitled to take appropriate measures to protect its business secrets and personal data, particularly customer data. The Supplier bears the cost of the Audit unless it demonstrates that no human rights or environment-related risk or violation, no violation of human rights or environment-related due diligence obligations or no violation of provisions of the EUDR exists.
- 15.11. If LHT AG notices that the Supplier is in breach of any of the obligations set forth in Articles 15.1 to 15.10, LHT AG reserves the right to temporarily suspend the contract concluded with such Supplier or - if necessary, also extraordinarily - to terminate it for good cause.
- 15.12. Reservation to change: The obligations to be complied with by the Supplier pursuant to this Article 15 may be adjusted at any time depending on the results of the risk analysis continuously conducted by LHT AG. The Supplier will be informed by LHT AG one month prior to the entry into force of any adjustment and has the option to object to this within two weeks from the date of knowledge, of which LHT AG will again inform the Supplier separately in each individual case.

16. Insurances

- 16.1. The Supplier shall with respect to the volume of its activities for LHT AG be obliged to conclude and maintain a reasonable business liability insurance. To the extent that, due to the services to be rendered, the aviation risk could manifest itself, the insurance shall cover this risk, too.
- 16.2. Upon request of LHT AG, evidence of the insurance must be submitted, also after contract fulfilment. In the event that said insurance has not been taken out, LHT AG shall be entitled to request the Supplier to take it out and give evidence of its conclusion by a deadline specified by LHT AG. If the Supplier fails to come up to this request within the specified period, LHT AG shall be entitled to withdraw from the Contract and to claim damages instead of and/or apart from contract performance.
- 16.3. Irrespective thereof, LHT AG shall have the right to request the Supplier to pay a contractual penalty of 5 % of the net contract amount if the Supplier fails to submit the evidence within a reasonable period specified by LHT AG, unless the Supplier has not culpably caused the non-submission of the evidence.

17. Confidentiality, Provided Documents and Assignment

- 17.1. The contractual relationship and any and all information disclosed by LHT AG towards the Supplier within the framework of the initiation and implementation of the Contract shall be treated confidentially by the Supplier until the expiry of 5 years after the completion of the contract. Such information must not be published or made available to third parties without the prior written consent of LHT AG. The Supplier undertakes to use this information exclusively for the purposes of the Contract and to protect the information with the same care as it uses to protect its own confidential information and, in particular, to provide and use appropriate and up-to-date electronic security measures for such protection. The confidentiality obligation shall not apply to the extent that the Contract or the relevant information
- was already known by the Supplier or publicly known prior to its disclosure; or
 - becomes publicly known after its disclosure without any infringement of the Contract on the part of the Supplier, or
 - must be disclosed by the Supplier towards third parties on the basis of statutory provisions or instructions given by public authorities.
- 17.2. LHT AG shall reserve the ownership rights and copyrights in illustrations, plans, drawings, calculations, implementation instructions, product descriptions and any other documents. Such documents must exclusively be used for the contractual delivery/service and shall, upon request of LHT AG, be returned after execution of the Contract.
- 17.3. The preceding provision shall mutatis mutandis apply to substances and materials as well as to tools, templates and other items provided to the Supplier by LHT AG for manufacturing purposes. As long as they have not been processed, such items shall, at the expense of the Supplier, be kept separately and be adequately insured against destruction and loss.
- 17.4. Without the prior written consent by LHT AG, the Supplier shall not be permitted to make reference to the business relationship in advertising material, brochures etc. or to display items produced for LHT AG. The Supplier shall inform its subcontractors, if any, correspondingly.
- 17.5. The Supplier shall not be entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply in case of monetary claims.
- 17.6. The Supplier shall give LHT AG immediate notice of any change, above all with respect to address, ownership structure, company name, legal status, aviation permits etc.; this notice shall at least be given in text format and has to be addressed to the commercial contact person.

18. Privacy

Each Party shall comply with the applicable statutory regulations when processing personal data. To the extent that LHT AG entrusts the Supplier with the processing of personal data within the meaning of data processing pursuant to Art. 28 GDPR, the Parties shall conclude a separate agreement on data processing.

19. Place of Jurisdiction, Choice of Law, Severability Clause, Language

- 19.1. If the Supplier is a merchant, as defined in the German Commercial Code (HGB), a legal person under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for any and all disputes arising from or in connection with the Contract shall be the registered office of LHT AG in Hamburg. LHT AG

shall, however, in all cases have the right to file an action at the place of performance of the owed delivery or service or of an overriding individual agreement or at the place of general jurisdiction of the Supplier. Predominant statutory provisions, inclusive of those concerning exclusive jurisdictions, shall remain unaffected.

19.2. The exclusive applicable law for these GPTC and all legal relationships between LHT AG and the Supplier shall be the law of the Federal Republic of Germany, to the exclusion of the rules of private international law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

19.3. If individual provisions in this Contract or in these GPTC or parts thereof are or become ineffective, the effectiveness of the remaining provisions and of the Contract shall remain unaffected.

19.4. In the event of discrepancies between the English and the German version of these GPTC, the German version shall prevail.

State: 17 February 2025