

1. Scope of Validity

- 1.1 The term "STRADE" as used herein shall mean the STRADE company which issues a purchase order or a repair order ("Order") which makes reference to these Standard Purchasing Conditions ("SPC"). This may either be STRADE Ltd. (Switzerland) or STRADE Netherlands B.V. (individually a "Buyer").
- 1.2 These SPC apply to all Orders issued by Buyer if there is no valid contract signed by both parties covering the Goods & Services of the Order or if such a contract explicitly refers to these SPC. Where the context permits or requires, references in the SPC to "Goods & Services" means any work or goods provided by the party ("Supplier") entering into a contract with STRADE in accordance with terms and conditions of the present SPC. These SPC prevail over any other standard terms of business suggested by the Supplier. Any conflicting terms in any of the Supplier's documents given to STRADE at any time are not binding for STRADE unless they are expressly confirmed by STRADE in writing. These SPC shall not be amended unless both parties do so in writing.

2. Offers and Conclusion of Contract

- 2.1 Orders made by STRADE may be withdrawn by STRADE at any time prior to the conclusion of a Contract in accordance with clause 2.2 below.
- 2.2 A contract shall be deemed concluded ("Contract") when (i) the Supplier acknowledges in writing (including e-mail) acceptance of STRADE' Order or (ii) the Supplier has not rejected the Order within 2 working days after receipt of the Order or (iii) the Supplier submits an Order confirmation deviating from the Order and STRADE accepts such Order confirmation in writing (including e-mail).
- 2.3 If the Goods & Services are subject to a quotation by the Supplier, then the Supplier shall submit a quotation within seven days after Order acknowledgment. Such quotation shall become binding upon written confirmation (including e-mail) by STRADE.
- 2.4 The agreed delivery date of a Goods & Services shall be a material element of the Contract.
- 2.5 STRADE shall not be under any obligation to accept any Goods & Services that have not been agreed in accordance with this clause 2.

3. Standard of Goods & Services

- 3.1 The Supplier shall supply the Goods & Services in full compliance with the Contract.
- 3.2 The Supplier shall be responsible for executing the Contract with all reasonable skill, care and diligence and in accordance with recognized industry standards, and any standards, procedures and specifications indicated by STRADE in the Order.
- 3.3 The Supplier shall maintain a process with respect to subcontracting work to its vendors in order to verify the conformity of the work provided by such vendors to the applicable requirements.
- 3.4 The Supplier shall provide the Goods & Services in compliance with any relevant airworthiness directive or shall notify and seek guidance from STRADE in case of any non compliance. The Supplier shall advise STRADE of any mandatory requirements applicable to the requested Goods & Services.
- 3.5 The Supplier may, subject to STRADE' prior approval, provide alternative Goods & Services. In any such event, the Supplier shall provide substantiation data (e.g. Original Equipment Manufacturer ("OEM") statements, Illustrated Part Catalogue ("IPC"), military and aviation general standard etc.) together with delivery of the Goods & Services.

4. Performance of the Contract

- 4.1 The Supplier shall be responsible for the accuracy of any drawings, documentation and information supplied by it to STRADE, and shall pay to STRADE any extra costs occasioned by any discrepancies, errors or omissions therein.

- 4.2 The Goods & Services supplied shall be of the quality and in conformance with the requirements agreed in the Contract, or where not stated shall be fit for the purpose intended, and shall conform to all applicable laws and regulations, and any other requirements made known to the Supplier or reasonably inferred. Should no quality be specified, the Goods & Services shall conform to common standards, where applicable, and otherwise be of the best quality new materials and workmanship.
- 4.3 In case STRADE has delivered an item for maintenance to the Supplier and the test results of such item show "No Fault Found", then the Supplier shall consult with STRADE for further instructions before redelivering the item to STRADE.
- 4.4 In case the Goods & Services is subject to a shelf life limitation, the remaining shelf life of the delivered Goods & Services shall have a minimum remaining shelf life of two third of the original shelf life.
- 4.5 If any of the Goods & Services to be supplied under a Contract contain or use any hazardous substances, or require special precautions to be taken to ensure safety in handling, transport, storage or use, then the Supplier shall, prior to delivery or commencement of the Goods & Services, provide to STRADE written details of the nature of those substances and the precautions to be taken. The Supplier shall ensure that before dispatch Goods & Services appropriate instructions and warnings are clearly and prominently marked on the Goods & Services and on any containers into which it is packed.
- 4.6 Unless approved in writing by STRADE, the Supplier shall not use any Part Manufacturer Approval ("PMA") parts or European Parts Approval ("EPA") parts nor subject the Goods & Services to any Designated Engineering Representative ("DER") repairs or Design Organization Approval ("DOA") repairs. The use of any repair specification developed by the Supplier that is outside the scope of the OEM or STRADE specification, whether or not the Federal Aviation Administration ("FAA") or the European Aviation Safety Agency ("EASA") approved, shall be subject to prior written authorization by STRADE.
- 4.7 In case of any customer induced damage (e.g. mishandling) to be repaired by the Supplier, the Supplier shall provide evidence of such customer induced damage (including but not limited to pictures) and upon STRADE' request, the Supplier shall quote (and invoice) the repair of such customer induced damage separately.
- 4.8 The Supplier shall continuously plan, implement, and control processes, appropriate to the organization and the Goods & Services for the prevention of (i) counterfeit or suspect counterfeit Goods & Services use and their inclusion in Goods & Services delivered to STRADE, and (ii) the release of unapproved and suspected unapproved Goods & Services. Any costs or losses arising out of a failure to comply with above shall be the responsibility of the Supplier.

5. Delivery, Redelivery, Packaging and Delays

- 5.1 Unless agreed otherwise in the Contract, STRADE shall deliver the goods to the Supplier DAP Supplier facility (Incoterms 2020) and the Supplier shall deliver the goods to STRADE FCA Supplier facility (Incoterms 2020).
- 5.2 The Supplier shall ensure that all Goods & Services are properly packed and secured in accordance with ATA 300 and shall be accompanied with the required documentation and original certificates. Copies of all applicable airworthiness certificates shall be attached to the shipping invoice and/or the delivery sheet. The cost for such packaging, documentation and certification is included in the agreed price for the Goods & Services. In case STRADE has delivered the item for Goods & Services in a reusable container, then the Supplier shall redeliver the repaired item in the same reusable container. Damage during transportation due to improper packaging shall be borne by Supplier and cost for repair or replacement, at STRADE reasonable discretion, shall be paid by Supplier.
- 5.3 In case a delivery has to be put in quarantine at STRADE goods acceptance facility because of wrong or missing documentation and/or certification or other non-conformance with the Contract, STRADE may charge the Supplier a penalty of USD 500 per

- affected Order line item to cover STRADE' additional administrative costs. Such penalty shall not be due if it becomes apparent that the delivery was put in quarantine without proper reason.
- 5.4 The Supplier shall notify the STRADE buyer who raised the Order immediately in writing of any anticipated delays in delivery that may arise as soon as these become apparent, quoting the affected Order and the anticipated delivery delay. In case STRADE does not agree to such extension, STRADE shall be entitled to liquidated damages in the amount of 0.5% of the Contract value that is subject of the delay per calendar day up to a maximum of 33% of the total Contract value. STRADE' right to claim damages remains unaffected. The parties hereby agree that such liquidated damages amount payable constitute a genuine and reasonable compensation by STRADE for such delay and the Supplier's liability to STRADE under this clause 5.4 shall be conclusive irrespective of loss or damage actually suffered by STRADE. In order to prevent claims for liquidated damages, Supplier may, subject to STRADE' prior written approval (including e-mail), provide exchange or loan items at no extra cost to STRADE.
- 5.5 Despite the foregoing paragraph, STRADE may cancel an Order without liability upon written notification (including e-mail) in case the Supplier fails to deliver the Goods and Services until the originally agreed delivery date.
6. *Transfer of Risk and Title*
- 6.1 The risk of damage or loss to the Goods & Services shall pass from Supplier to STRADE upon delivery in accordance with clause 5.1.
- 6.2 Transfer of title to the Goods & Services shall pass from Supplier to STRADE concurrently with transfer of risk.
7. *Acceptance and Inspection of Goods & Services*
- 7.1 Acceptance shall be made without undue delay after receipt of the Goods & Services by STRADE provided the Goods & Services are in accordance with the Contract. Statutory provisions resulting in deemed acceptance shall be excluded. In case of excess quantities exceeding the limit customary in commerce, STRADE reserves the right to return the Goods & Services delivered in excess at the Supplier's expense.
- 7.2 STRADE' obligation to inspect the Goods & Services shall be limited to verify if delivered Goods & Services meet the ordered quantity and type and whether externally visible defects or damages resulting from transport exist.
- 7.3 Acceptance of the Goods & Services in accordance with this clause 7 shall be without prejudice to STRADE' right against the Supplier for a warranty claim under clause 8 below.
8. *Warranties*
- 8.1 The Supplier warrants that the Goods & Services delivered to STRADE will (i) be free from defects in workmanship and material, (ii) not infringe any intellectual property rights of any third party and (iii) comply with all applicable laws, statutory requirements, rules and regulations.
- 8.2 This warranty is limited to defects in workmanship and material established within two years after acceptance of the Goods & Services by STRADE. STRADE uses reasonable endeavors to report in writing to the Supplier any defect within 90 days after STRADE becomes aware of the defect. This warranty does not apply to defects caused by normal wear and tear or if the Goods & Services is not operated, handled or stored by STRADE or its customer in accordance with applicable manuals or regulations.
- 8.3 A warranty claim shall be deemed accepted by Supplier if within 30 days after issuance of the warranty claim, it is neither rejected by the Supplier nor has a request for further information been received by STRADE.
- 8.4 In case of an accepted warranty claim, the Supplier shall rectify any defects in workmanship or material free of charge or, if such rectification in the reasonable opinion of STRADE is not appropriate, replace the Goods & Services.
- 8.5 Where the Supplier carries out Goods & Services under an accepted warranty claim, a three month warranty or the remainder of the original warranty period pertaining to the Goods & Services shall apply, whichever is longer.
- 8.6 The Supplier warrants that it will convey good title and that no third party has any legal or equitable right or lien in the Goods & Services.
- 8.7 The Supplier warrants that the Goods & Services will not infringe any intellectual or industrial property rights of any third party. The Supplier shall indemnify and hold STRADE harmless from and against any liabilities, claims, demands, losses, costs (including legal costs) or expenses arising from, relating to or in connection with all third party claims asserted against STRADE for infringement of third party intellectual or industrial property rights. The indemnity shall extend to any and all costs incurred by STRADE for their legal defense including any payments to be made for damages.
- 8.8 The Supplier undertakes to notify STRADE without undue delay in writing in case it becomes aware of any defect in design or manufacture of the Goods & Services provided to STRADE. This obligation shall apply for as long as the respective Goods & Services may be in use.
9. *Technical Documents*
- 9.1 The Supplier shall supply STRADE at no additional cost with all relevant manuals, documentation (including, without limitation, for traceability purposes), certification and other information necessary to enable STRADE to use, maintain and repair any supplied Goods & Services. Subsequent changes of such information and revision services are included. The format of such documentation shall be agreed between the parties and sent to following e-mail address: srt-pub@srtechnics.com
- 9.2 Each party retains all rights to technical documents provided to the other. The party receiving such documents recognizes these rights and shall not (without the prior written consent of the other party) make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were provided.
10. *Prices, Invoicing, Taxes and Payment Terms*
- 10.1 Each invoice shall be issued in the currency of the Contract, except if the Parties have agreed otherwise.
- 10.2 Each invoice shall make reference to the Order (or to the name of STRADE' buyer in case of no STRADE numbered purchase or repair order), date, line item, quantity and service description, when applicable, and shall comply with any applicable tax law provisions, in particular value added tax ("VAT") / goods and services tax rules. In case the invoice stipulates payment terms they must be identical as stipulated below or as otherwise agreed between the parties.
- 10.3 The price for the Goods & Services shall be as agreed in the Contract. The prices do not include statutory VAT / goods and services tax, but include all costs and expenses like shipping as per delivery terms, packaging costs, further taxes, duties and similar. Each party shall be solely responsible to pay the charges of its bank.
- 10.4 The Supplier shall submit the invoice to STRADE at the same time when the Goods & Services are delivered to STRADE. All invoices as well as consolidated statements on a monthly basis and shall be sent to the address mentioned on the Order.
- 10.5 In the event that the Supplier has not issued and sent to STRADE an invoice for Goods & Services within 3 months of the receipt of the Goods & Services and no reservation regarding such Goods & Services is included in the monthly statement, then STRADE shall not be obliged to any financial liability for the provision of such Goods & Services.
- 10.6 Payments shall be made within 60 days following proper receipt of the Goods & Services and invoice. STRADE shall be entitled to retain a 3% discount for all payments made within 14 days following proper receipt of the Goods & Services and invoice.
11. *Trade Control Regulations*

- 11.1 The Supplier agrees to comply with all export laws, regulations and orders imposed by the United States of America and any other jurisdictions to the extent applicable to any activity in connection with the Goods & Services. The Supplier shall, with each delivery and on each invoice, provide all applicable information and data required by STRADE to comply with all domestic and foreign trade rules, laws and regulations for the Goods & Services, in particular, but not limited to:
- 11.1.1 A copy of the relevant and required license;
- 11.1.2 The export control classification number ("ECCN" or equivalent in the Supplier's jurisdiction);
- 11.1.3 The Harmonized System ("HS") commodity or tariff coding, as applicable;
- 11.1.4 The customs value; and
- 11.1.5 The country of origin and the related Suppliers' declaration for preferential origin or preferential certificates.
- 11.2 Notwithstanding the provision of information in clause 11.1, the Supplier shall provide STRADE with any additional information required for the import, export or transportation of the Goods & Services to the final destination.
- 11.3 Where any of the elements in clause 11.1 above are subsequently revised, the Supplier shall inform STRADE without delay at the following address: tradecompliance@srtechnics.com.
- 11.4 The Supplier shall nominate a contact person within its company to clarify any questions received from STRADE and shall provide this information upon request.
- 11.5 Any costs incurred by STRADE or any of its customers as a result of missing or erroneous information provided by the Supplier shall be borne by the Supplier.
- 12. Substance Restrictions and Registration**
- 12.1 The Supplier ensures that its Goods & Services comply with all applicable laws and regulations regarding the manufacture, distribution and labeling of chemicals and biocidal products, which may include, but are not limited to, the Swiss Chemicals Act and Ordinances, the European Union regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"), regulation (EU) 528/2012 concerning the Placing on the Market and Use of Biocidal Products ("BPR"), regulation (EC) 649/2012 concerning the Export and Import of Hazardous Chemicals ("PIC") and the regulation (EC) 1272/2008 on the Classification, Labelling and Packaging of substances and mixtures ("CLP Regulation"), (collectively "Chemical Laws and Regulations").
- 12.2 Notwithstanding its obligation under 5.1, the Supplier shall be responsible for all import formalities that may be required by the applicable Chemical Laws and Regulations.
- 12.3 The Supplier shall provide STRADE with any information, proof of registration or safety data sheet (SDS) required to comply with applicable Chemical Laws and Regulations. If a new version of an SDS is being released, the Supplier shall send such revised SDS to the responsible purchaser in STRADE within ten (10) Days after release.
- 12.4 If the Supplier has appointed a representative to fulfill its import obligations into the EU or Switzerland, the Supplier shall inform STRADE of this appointment by providing the representative's name, address and contact information at the latest upon acceptance of SR Technic's Order (clause 8 of (EC) 1907/2006).
- 12.5 The Supplier must notify STRADE of any Goods & Services that contain substances which are listed on the "Candidate List of Substances of Very High Concern" ("SVHC-List") according to REACH, or include any asbestos, biocides or radioactive material, by providing the substance's identification (e.g. Chemical Abstracts Service Number) and safety data sheet to: logistics_enquiries@strade.aero in advance of the delivery, or as soon as new information is known regarding past deliveries. The delivery of such products requires a separate approval by STRADE.
- 12.6 The Supplier shall indemnify and holds STRADE harmless from and against any liabilities, claims, demands, losses, costs (including legal costs) or expenses arising from, relating to or in connection with the Suppliers' failure to comply with the applicable Chemical Laws and Regulations.
- 13. Dangerous Goods**
- 13.1 Transportation of all dangerous goods ("DG") shall be in accordance with the current International Airline Transport Association ("IATA") regulations, the European Agreement concerning the International Carriage of Dangerous Goods by Road ("ADR") or the Regulations concerning the International Carriage of Dangerous Goods by Rail ("RID").
- 13.2 A declaration for all DG items shall be made and signed by the party sending the DG.
- 13.3 If inspection reveals violations that can challenge the security or safety of the unloading of the goods, such goods may only be unloaded after consultation with STRADE and in accordance with instructions given by STRADE.
- 13.4 Load securing of dispatched goods shall prevent movement of such goods during transport and leakage of DG resulting from such movement.
- 13.5 If, after unloading goods from a vehicle, it is established that part of the dangerous contents leaked, the vehicle must be cleaned in accordance with applicable laws and regulations. Any costs associated with such event shall be borne by the Supplier.
- 13.6 The Supplier shall indemnify and hold STRADE harmless from and against any liabilities, claims, demands, losses, costs (including legal costs) or expenses arising from, relating to or in connection with the non-compliance of DG regulations on the part of the Supplier.
- 14. Liability and Indemnity**
- 14.1 The Supplier shall defend, indemnify and hold harmless STRADE against all damages, claims, costs and expenses (including attorney's fees) arising out of or resulting from the supply or provision of Goods & Services under a Contract, or from any act or omission from the Supplier, its agents, employees or subcontractors or which otherwise arises as a result of the Supplier's performance of the Contract.
- 15. Insurance**
- The Supplier shall procure and maintain appropriate insurance in respect of its activities for STRADE including aviation risk, if applicable. Upon STRADE' request, the Supplier shall furnish appropriate evidence of the same.
- 16. Rights of Audit**
- 16.1 Upon two weeks advance written notification to the Supplier (or less in exceptional circumstances), STRADE and/or its customer and/or aviation authorities shall be granted access to the Supplier's facilities upon agreement of an audit plan managed by the Supplier to audit the compliance with applicable standards and procedures. In case of non-compliance with applicable standards and procedures, the Supplier shall make any and all corrections without undue delay and inform STRADE in writing when accomplished.
- 17. Force Majeure**
- 17.1 "Force Majeure" means an occurrence beyond the control and without fault or negligence of the party affected and which the party cannot prevent or provide against by exercising reasonable diligence. It includes act of God or public enemy, expropriation or confiscation of facilities, any form of Government intervention, hostilities, rebellion, terrorist activity, local, national or regional emergency, sabotage, riots, floods, unusually severe weather conditions which could not reasonably be anticipated, fires, explosions or other catastrophes, strikes or any other concerted act of workmen or other similar occurrences in each case outside of the affected party's sphere of influence.
- 17.2 In case of Force Majeure, the affected party shall promptly notify the other party and the following shall apply:
- 17.2.1 For the duration STRADE is affected by an event of Force Majeure, STRADE shall be discharged from the obligation to

accept deliveries of ordered Goods & Services;

17.2.2 If any delay or failure in performance caused by Force Majeure continues for one month or more, STRADE may terminate the affected Contract by giving seven days notice in writing;

17.2.3 If the Supplier stocks are affected, then the Supplier shall distribute all stocks remaining among its customers in proportion of the quantity of Goods & Services ordered outstanding at the beginning of Force Majeure.

18. *Business Ethics*

18.1 The Supplier warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors or employees of STRADE or any other party in a manner contrary to applicable laws, and will comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

18.2 The Supplier will ensure fair labor conditions and will not tolerate or use child labor in any stage of its general activities other than in accordance with applicable laws and regulations.

18.3 The Supplier will provide a safe and healthy workplace for all of its employees, is committed to environmental protection and will conduct its business in an environmentally sensitive way.

19. *Miscellaneous*

19.1 *Order of Precedence:* In case of a discrepancy between a provision of these SPC and a provision in the Contract, the latter shall prevail.

19.2 *Unenforceability.* If any term of the Contract or in these SPC is ineffective, this shall not affect the validity of the remaining terms. The Parties agree to replace ineffective terms with new ones, which are consistent as far as possible with the economic objectives of the Contract.

19.3 *Confidentiality:* Information in relation with STRADE' Order is intended for the exclusive use by the Supplier. Any distribution, copying, publicizing or other disclosure to third parties without prior written consent of STRADE is prohibited.

19.4 *Protection of Personal Data:* Each Party may have access to personal data (e.g. names, functions, business units, contact details or communication data) ("Personnel Data") relating to the other Party's employees, representatives, consultants, agents, contractors of other personnel ("Personnel") during performance of the contracted services. The Parties agree that they act as independent controllers in relation with such Personnel Data unless expressly otherwise agreed in writing by the Parties. Personnel Data may only be processed in accordance with applicable law, by applying appropriate security measures (technical and organizational measures) and only to the extent required for the proper performance of the agreed services (e.g. order and payment processing, import/export management and general administrative purposes). Each Party undertakes to inform its own Personnel about the processing of Personal Data by the other Party, as and when required by applicable law. Additional details about STRADE' data processing are set out in STRADE' privacy guideline (see www.srtechnics.com/privacy-guidelines/).

19.5 *Safe-Keeping of Records:* Supplier shall keep all relevant record for at least ten years from the date of purchase and shall make them readily available to STRADE upon written request.

19.6 *Unsalvageable Part and Materials:* At STRADE's discretion and request, Supplier shall (i) either return unsalvageable parts and materials to STRADE, or (ii) scrap them in a way to ensure that such parts and materials cannot be returned to service or market again and provide a scrap certificate to STRADE.

19.7 *Notices:* All notices, correspondence, and documents to be given under these SPC shall be in writing and in English.

20. *Governing Law and Jurisdiction*

20.1 These SPC and the Contract shall be governed by and construed in accordance with the laws of the country (and state/province, if applicable) of Buyer's principal place of business. The terms and

conditions set out in the United Nations Convention for the International Sale of Goods (CISG) are hereby expressly excluded.

20.2 The parties agree that the courts having jurisdiction over Buyer's principal place of business shall have exclusive jurisdiction for any action or proceedings commenced under any Order.

20.3 Notwithstanding clauses 20.1 and 20.2 above, in the event that a third party brings to court a claim against Buyer for death, personal injury or property damage or because of an infringement of Intellectual Property Rights, Buyer may, at its discretion, conduct the court procedures necessary to enforce the indemnification against Seller in terms of these SPC. In such a case the laws of the forum state shall govern exclusively the rights and obligations of the parties involved.