

 <p><b>BUCHER</b> Bucher Leichtbau AG CH-8117 Fällanden</p>	<h2>Standard Terms and Conditions of Purchase</h2>	<p>public Doc. No.: N/A Revision: N/A Page: 1 of 4</p>
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### 1 Scope and contractual relationship

These Standard Terms and Conditions of Purchase ("Purchase T&C") are applicable to all orders placed by Bucher Leichtbau AG (hereinafter "BL") to the extent that they have become an integral part of the contractual relationship with the supplier (hereinafter "Supplier"). This is always the case where the Purchase T&C have been expressly described as an integral part of the contract but also in cases where BL has referred to the Purchase T&C, either by attaching them to or printing them on requests for the submission of offers, or orders, or by posting the link to its website where these Purchase T&C are made available ([www.bucher-group.com](http://www.bucher-group.com)).

Any objection to these Purchase T&C by the Supplier must be made immediately by return of mail, expressly and in writing. Supplier's printed terms and conditions or references thereto on printed forms, stamps, etc., will not be deemed to constitute an objection. Silence on the part of BL to Supplier's terms and conditions or to conflicting letters of confirmation, etc., may not be construed as agreement or acknowledgement.

Supplier's offers that have been accepted by BL in writing shall be recognized as individual contracts and, together with these Purchase T&C and the Supplier Code of Conduct (available on BL's website), shall constitute the contractual relationship between the parties. Supplements, amendments or the termination of the contractual relationship are not legally valid unless they have been reduced to writing and signed by the parties to the contract. This shall also apply in particular to this written form requirement.

The Supplier's (or its subsuppliers') standard terms and conditions are not applicable to this contractual relationship. In the event of inconsistencies between these Purchase T&C and any individual contract, the individual contract shall have priority unless explicitly provided otherwise in that individual contract.

### 2 Offers submitted by the Supplier

The Supplier is prompted by inquiries to submit a offer free of charge in its capacity as a specialist. The Supplier must base its offer on the descriptions and targets specified by BL and expressly point to deviations, if any. The Supplier acknowledges its duty to disclose information regarding all circumstances that could be of interest to BL in connection with the offer or the service tendered. Unless the Supplier has stated a specific validity period in its offer, the offer shall be binding for sixty (60) days (postmark). All costs incurred in connection with the offer, such as expenses for documentation, travel, presentations, etc., shall be

borne by the Supplier even if BL rejects an offer for any reason whatsoever. The Supplier is in no event entitled to claim compensation for expenses or lost profit on the grounds of failure to conclude a contract.

### 3 Quality

Top-quality goods must always be the subject matter of an offer or an order. The Supplier is obligated to take the initiative itself and obtain information on technical requirements and safety requirements at the place of destination (BL's headquarters in case of doubt), and to equip the goods accordingly (e.g. with safety devices). That type of equipment shall always be included in the price.

The Supplier agrees to provide its deliveries in accordance with the requirements set forth in EASA Part-21, EASA Part-145, and to maintain a quality management system. If a component is manufactured for the first time or according to a new revision, the Supplier must create a First Article Inspection Report (according to EN 9102) and make it available to BL, unless BL has expressly waived that report in its order.

The Supplier may not deviate from agreed-upon specifications unless BL has granted its written consent. Should any delivery items have to be re-licensed/re-certified after its specifications have changed, all costs incurred thereby shall be at the Supplier's expense.

### 4 Spare parts

The Supplier warrants the delivery of spare parts at market rates and subject to these Purchase T&C for a period of ten (10) years since the date of the last order for the relevant product by BL. BL must be notified of any discontinuation of the production of those parts by the Supplier or its subsuppliers in such a timely manner as to enable BL to place a last order for a sufficient quantity thereof.

In the event of a violation of this obligation, BL may, regardless of any patents or other rights, have those spare parts manufactured for its own requirements without compensation, and use the samples and drawings of the Supplier for this purpose. The Supplier must provide BL upon request with the relevant documents at least with regard to those parts manufactured by itself. BL's right to claim damages remains reserved.

### 5 Prices

Unless expressly accepted otherwise by BL, prices shall be fixed prices in the agreed-upon currency (Swiss Francs in case of doubt), subject to the most-favored-customer clause. Prices shall be FCA Supplier's address (or any other destination agreed

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upon in writing) in accordance with INCOTERMS 2010.

## 6 Terms of payment

Unless expressly agreed upon otherwise, payment of the purchase price shall be made within thirty (30) days of receipt of the invoice and acceptance of the defect-free delivery at a 2% cash discount or within sixty (60) days net.

## 7 Delivery, passing of risk, default

Immediately after receipt of each order from BL, the Supplier shall send, without prompting, an acknowledgement of order, which must contain at least the following data: reference to purchase order (generally PO number), scope of the order, quantity, price, delivery date, specifications, customs tariff numbers and country of origin of the item.

Deliveries are to be made FCA Supplier's address or any other agreed-upon address (INCOTERMS 2010). BL may specify the freight carrier to be used by the Supplier.

The Supplier shall attach to each delivery a certificate (e.g. according to EN 10204 3.1) unless BL has expressly indicated its waiver thereof in the order.

The delivery shall be deemed to have been made on time if the defect-free item has been handed over at the agreed-upon delivery date to BL in Fällanden (or any other specified place of destination). If the agreed-upon delivery date is exceeded, the Supplier shall be automatically in default without having to be put on notice. The consequences of default shall be as specified in Art. 102 et seq. Swiss Code of Obligations ("CO"); the presumption pursuant to Art. 190 (1) CO shall not apply.

The passing of risk to BL shall be in accordance with the rules set forth in INCOTERMS 2010.

Should it become clear prior to the delivery being due that the Supplier will exceed the delivery date, BL may set a period during which Supplier must remedy the problem, after which BL may rescind the individual contract concerned or the entire contractual relationship, and it may forego delivery and claim damages instead. BL retains this right to rescission even in cases where it becomes apparent during the manufacturing process that the delivery item will not be suitable.

Partial delivery and early delivery are not permitted unless expressly agreed in writing. BL has the right to refuse taking delivery of partial deliveries, or of deliveries where the number of articles delivered is incorrect, the certificate is missing, or of early delivery.

In the event of refusal of taking delivery, BL can keep the goods at hand for pickup by the Supplier at the Supplier's expense and risk. This shall also apply in the event of refusal to take delivery of defective goods.

## 8 Warranty

The Supplier warrants and represents in its capacity as a specialist that the delivery item has no defect that affects its value or fitness for use, that it has the agreed-upon qualities, is in conformity with the agreed-upon specifications and specifically any drawings provided to the Supplier, and that the material, workmanship and design are flawless and that the use of the delivery item does not violate any applicable rules or regulations.

If the Supplier in its capacity as a specialist was able to recognize that the qualities requested by BL or the specifications provided by it are unfavorable or unsuitable for the intended use of the item, the Supplier may not invoke an error on the part of BL unless it has immediately notified BL of the aforesaid. The Supplier is liable also for defects it was not aware of.

The Supplier is liable for its suppliers to the same extent as for its own performance, and also for any assembly work performed by it.

The Supplier warrants, and is liable for ensuring, that the delivery and use of the goods offered do not violate any third party industrial property rights.

## 9 Inspection, notice of defects, warranty period

BL will inspect the goods delivered within a reasonable period of time after having taken delivery of the complete shipment but without being bound by a specific period, and will examine the goods supplied for their identity, quantity and any visible loss or damage in transit, and notify the Supplier as soon as possible of any such defects found. However, the Supplier shall release BL from the obligation to carry out an inspection of incoming goods for defects in quality. BL may notify the Supplier at any time within the warranty period of defects of any kind detected by it later.

The warranty period shall be twelve (12) months from acceptance by BL's customer of the product, into which the delivered item has been installed by BL, but no longer than twenty-four (24) months since the delivery of the goods to BL. The same shall apply to repairs, and to any replacement or substitute delivery.

BL making payments or performing any factory acceptance testing, etc., may not be construed as BL's acknowledgement of the goods being free from

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defects and in conformity with the contract. A limitation of actions, if any, shall not occur until after expiration of the warranty period. All periods of limitation and forfeiture beyond this are hereby contracted away.

#### 10 Rights in case of defects

In the event of a defect, BL may, at its option, either rescind the individual contract concerned or the entire contractual relationship with the Supplier, or claim a reasonable price reduction or the free of charge rectification of the defect on the spot.

If the requested rectification is not, or not properly, carried out within a set period, BL still has the right to rescind the individual contract concerned or the entire contractual relationship with the Supplier, or claim a reasonable price reduction. In addition to this, the Supplier must in any event fully compensate any indirect or direct damage.

BL may refuse to take delivery of defective items. However, BL's taking delivery of a shipment shall not be deemed to constitute a waiver of its rights in the event of defects.

#### 11 Recourse

If third parties hold BL liable based on provisions of product liability laws for defective contractual products within the meaning of these terms and conditions, the Supplier shall fully indemnify and hold BL harmless from and against any such claims. BL agrees to notify the Supplier of any such claims as soon as BL becomes aware of them, and to allow the Supplier to defend against unjustified claims. BL may leave it to the Supplier to conduct the lawsuit if it is clear that only contractual products from the Supplier can be the cause of the damages.

If in BL's assessment a product recall would seem appropriate because of defective contractual products, BL shall advise the Supplier accordingly without delay, unless there is imminent danger. The Supplier shall bear the costs of the recall if and to the extent that the recall has become necessary due to defects of its contractual products. If the recall is based on various reasons, the costs shall be borne proportionately.

The claims that BL has against the Supplier in this context shall become statute-barred in the same way as any third party's claims against BL become statute-barred (i.e. in accordance with the relevant rules of the applicable product liability laws).

If third parties hold BL liable based on provisions other than those of product liability laws because the contractual products are defective or in violation of the warranties pursuant to Clause 8 above, the Supplier shall fully indemnify and hold BL harmless

from and against any such claims. The provisions set forth above shall apply mutatis mutandis.

#### 12 Obligation to notify in case of defects

If the Supplier is aware of a defective component that is or was part of the scope of delivery to BL, even if the item is delivered for another customer, BL must be notified of that defect without delay (no later than three (3) days after the Supplier became first aware of the defect, and in writing).

#### 13 Right of inspection / access rights

BL is entitled to inspect the progress of work at the Supplier's premises; however, that inspection will neither alter nor limit the Supplier's obligation to perform in compliance with the contract. Likewise, the Supplier shall grant access at any time to the authorities and to customers accompanied by BL.

#### 14 Most-favored-customer clause

The Supplier promises BL that, under comparable circumstances and during a comparable period of time, it will offer BL at least as favorable terms as its most-favored customer, especially with regard to price, quality, liability, payment and delivery terms, and will do so even in situations where these Purchase T&C would not go as far. By entering into contractual or sales negotiations, the Supplier recognizes and acknowledges this obligation.

#### 15 Rights to documents and confidentiality

BL retains all rights to drawings and documents handed over by it to the Supplier. The Supplier may not use these drawings and documents for any purpose other than the fulfillment of its contractual obligations to BL.

The Supplier is obligated to treat as confidential all drawings and documents provided to it by BL, as well as any other information entrusted to it by BL, and agrees that it will in particular not make them available to third parties and not use them for any purpose other than the fulfillment of its obligations to BL. Any disclosure of drawings and documents to any of the Supplier's sub-suppliers shall be subject to BL's prior consent.

Exempt from the above is any information that has been made accessible to the public without the Supplier's involvement or that has been known to the Supplier before it was provided to it.

#### 16 Rights to results of developments

All rights to all and singular development results (raw data) as well as all work results shall be vested in BL without additional remuneration. For this purpose, the Supplier hereby completely transfers to BL

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(without the necessity of any additional individual declaration by either party) all existing rights to the development results as well as all other rights to the work results created for BL (including any title thereto).

The transfer shall be unlimited with regard to region, duration and content. Where an assignment of the rights specified above is not permitted under the law, the Supplier shall grant BL an exclusive, transferrable, sublicensable right to use the development results, which right shall be unlimited for all types of use with regard to region, duration and content. Where the work is copyright-protected, this right of use shall include, but not be limited to, the right to edit, alter, translate, publish, process, copy and display the work.

The development results include all results of the development, in particular all results that are eligible for patent or utility model protection, but also all other technical developments and documentation (such as reports, records, drawings, formulas, data files, etc.) in written, electronic or any other form, all know-how, software or other technical processes, and all other information and documents generated in the course of the development, as well as marks.

Only BL has the right to file for industrial property right applications in Switzerland and abroad (in particular patents) in its own or a third party's name for the above-mentioned development and work results. BL also has the right to alter the development and work results and may use them in the altered form to the same extent as in their original form.

### 17 Ownership of provided materials

BL retains ownership of materials it has provided to the Supplier for the purpose of fulfillment of the Supplier's delivery obligations (components, auxiliary materials, tools, drawings, etc.). BL may request the return of such materials at any time.

### 18 Archiving production records by Supplier

The Supplier agrees that it will keep in safe custody all production records, such as plans, programs, calculations, circuit diagrams, batch records, etc., for a period of thirty (30) years since acceptance or delivery of the goods to BL, and to grant BL the right to inspect such documents at any time or make copies thereof, as the case may be.

Should the Supplier discontinue its activities, it shall be prepared and obligated to hand over these documents to BL for the purpose of their archiving.

### 19 Subcontracting

Subcontracting of work is generally permitted. Once the First Article Inspection (FAI) has been completed, no more changes of subsuppliers are allowed unless a new FAI is carried out after the substitution of subsuppliers, regardless of the QA code specified in the order. All costs incurred thereby must be fully borne by the Supplier (i.e. the party to the contract concluded with BL).

Items produced according to a standard shall be exempt from this rule. Substitution of a (sub)supplier of a standardized component is always possible.

In any event, the subsupplier used must be in compliance with BL's Supplier Code of Conduct (available on BL's website), and the Supplier remains fully responsible for the proper and timely fulfillment of all of its contractual obligations.

### 20 Place of performance, place of jurisdiction and applicable law

Fällanden, Switzerland, shall be the place of performance for all obligations of the parties to the contract.

In addition and supplementary to the individual contracts and these Purchase T&C, Swiss substantive law shall apply exclusively to the exclusion of international conventions, specifically the Vienna Sales Convention.

Fällanden, Switzerland, shall be the exclusive place of jurisdiction for all disputes between the parties.

Fällanden, Switzerland, March 2017