

General Purchase Terms and Delivery Conditions

1. Scope

These General Purchase Terms and Delivery Conditions apply to all purchases (products and services) of EMTEQ Europe GmbH unless otherwise expressly agreed in writing.

With the fulfilment of the order, the supplier accepts our General Purchase Terms and Delivery Conditions as sole contractual basis.

Any divergent or additional terms and conditions of the supplier are only applicable to our purchases if they have been expressly accepted in writing by EMTEQ Europe GmbH.

These General Purchase Terms and Delivery Conditions are also applicable to all future business.

2. Transfer of EMTEQ Europe GmbH orders to third parties (subcontracting)/Transfer of rights and duties

The transfer of EMTEQ Europe GmbH orders or parts of orders to third parties is subject to prior written consent of EMTEQ Europe GmbH.

EMTEQ Europe GmbH will advise the supplier what supporting documents and information about the third party (partner or subcontractor) have to be provided in advance.

Without our written consent, the transfer of rights and/or duties to third parties is not allowed either as a whole or in part.

The supplier is fully liable for the products and/or services ordered from a partner and/or subcontractor.

3. Right of Access, Review and Participation

With the acceptance of the order, the supplier grants/allows EMTEQ Europe GmbH, its customers, the aeronautical authorities EASA and FOCA, as well as further authorities, if applicable

- access to its premises,
- access for review of all order relevant documentation (electronically and/or in paper form)
- participation in, or witness of, flight and ground tests, as far as applicable.

The supplier shall ensure through appropriate agreements with the partners and subcontractors that these rights (access, review and participation) are granted by them.

4. Quality Standards

The supplier shall adhere to the state-of-the-art science and technology, the safety regulations and the agreed technical data. The supplier is obliged to implement an appropriate quality management system and to maintain this for the duration of the business relationship with EMTEQ Europe GmbH. EMTEQ Europe GmbH is entitled to conduct supplier audits to check the quality assurance of the supplier and/or to request documents, evidence or certificates.

5. Environmental Management

The supplier is responsible for the compliance of the products with the applicable environmental, safety and employment protection regulations and conditions as well as with other obligations in effect at the time of delivery. The supplier is liable for violations of these provisions and shall indemnify EMTEQ Europe GmbH on request against all third party claims and shall hold EMTEQ Europe GmbH harmless. The supplier advises us as to the risks, which stem from a use of the products, respectively of the services, which is not consistent with their intended use.

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6. Material supplied by EMTEQ Europe GmbH

Material that EMTEQ Europe GmbH provides to the supplier for the purpose of executing the order remains the property of EMTEQ Europe GmbH. It shall be labelled and segregated as such until processing. Waste and remaining material shall be returned to EMTEQ Europe GmbH on request.

7. Orders and Acceptances of Orders

Our orders are only valid if made in writing. The supplier has to confirm our order in writing within a period of one (1) week. Confirmations arriving later, or confirmations divergent from the order, are deemed to be a new offer, which could be accepted within an appropriate period of time.

8. Acceptance of Products and Services

The supplier shall inspect quantity, quality and conformance with the specifications named in the order before dispatch and shall inform us about possible deficiencies in writing.

EMTEQ Europe GmbH is obliged to examine the products and/or services within an appropriate period of time. Thereby perceivable defects are notified in time as long as our notice of defects is sent to the supplier within 10 days after product delivery, respectively within 30 days after receipt of service. Products delivered, respectively services which are performed, in conformance with the order shall be accepted by EMTEQ Europe GmbH.

The supplier guarantees that the products delivered, respectively services performed, are free of defects impacting their value or restricting their suitability for the intended use. In addition, the supplier guarantees that they display the warranted properties and that they comply with the required performance and specifications as well as with the applicable laws, regulations and other terms. Supplied products/performed services that have been found to be defective shall be replaced immediately free-of-charge and the supplier shall bear the consequential costs.

In the case of changes/improvements during current orders the supplier shall test the product with respect to the deviations and changes. Those cases may be changes/improvements in applicable processes/assembly conditions (production processes, fabrication methods, qualifying approvals, other technical changes related to fabrication or service processes). The supplier shall report the results of the tests to EMTEQ Europe GmbH in writing before implementation (see also 13 Changes to Approved Design Data and/or to Products).

Should the supplier fail to fulfil its obligations, we reserve the right to withdraw in whole or in part from the order and to pursue further legal claims.

9. Transfer of Benefit and Risk

Unless otherwise agreed in writing, transfer of benefit and risk shall take place at the time when EMTEQ Europe GmbH has accepted the delivery of products and/or services.

Should the shipping documents requested in the order not be supplied, the products will be stored by EMTEQ Europe GmbH at the supplier's cost and risk until arrival of the same.

10. Property and Secrecy

Technical documents (illustrations, drawings, calculations, specifications, etc.), prototypes, models, moulds, tools and other documentation remain our property and shall be kept secret. Without our explicit consent, the supplier shall not be entitled to make them accessible to third parties. The supplier will use them for the exclusive purpose of the production and/or service according to our order. After completion of the order, or in the case that this falls through, the supplier shall return them unrequested and exempt from charges.

The supplier shall be responsible for the appropriate storage and the protection against damage.

In the case of objections to our technical documents, prototypes, models, moulds, tools or other documentation, the supplier shall inform us immediately and before execution of the order.

All products and services made according to our documents or tools, or protected by legal requirements for intellectual property rights, shall only be delivered to/performed for us. The supplier shall not be entitled to deliver, loan or demonstrate them to third parties.

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11. Archiving

It is the obligation of the supplier to archive all design and/or production documentation and records for an unlimited time period. Archiving shall be in electronic and/or in paper form in a readable format and appropriately secured. In the case of termination of the working relationship between EMTEQ Europe GmbH and supplier, the supplier shall hand over to EMTEQ Europe GmbH all design and/or production documentation and records originating from shared orders.

12. Reporting of Deviations (Problem Reports)

The supplier is committed to report all deviations (non-conformances) from the approved design data to EMTEQ Europe GmbH, in the form of a corrective proposal. The decision use as is, to repair or to scrap is made by the design organisation of EMTEQ Europe GmbH within an appropriate time period. The supplier shall bear the costs of eventual repair, rework or new production of the ordered products.

13. Changes to approved Design Data and/or to Products

The supplier is not authorised to change the approved design data and/or the products without prior approval of the design organisation of EMTEQ Europe GmbH. Any requests for changes must be applied for by EMTEQ Europe GmbH.

14. Third Party Rights

The supplier is responsible for ensuring that the use or onward delivery of the products/services ordered will not infringe any property rights (patents, prototypes, models, etc.) of any third party. In any case, the supplier indemnifies EMTEQ Europe GmbH in full.

15. Advertising

The supplier requires our written consent to mention our business relationship for advertising purposes.

16. Prices

The agreed prices are considered to be fixed prices.

They are defined as free to place of delivery, including packaging, public and private charges and duties and, in the case of international orders, including the payment of customs duties.

17. Invoices and Terms of Payment

The invoices shall be sent without delay after the product delivery and/or performance of the services to our accounts payable department. Processing is not possible without the references specified in the order.

Unless otherwise agreed in writing, payment will be made within 30 days after acceptance of the product delivery and/or performance of the services (see 8. Acceptance of Products and Services). This period starts with the date of receipt of the invoice or, in the case that the delivery date of the products or services is after the date of receipt of the invoice, with this later date.

EMTEQ Europe GmbH is entitled to rights of set-off and retention to the full legal extent.

Claims against us arising on the basis of the order may not be assigned or transferred in any other way as a whole or in part without our prior written consent.

Advance payments will only be made against appropriate security (e. g. bank guarantee).

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18. Packaging and Accompanying Documents

Packaging shall be carried out in such a way that the products are effectively protected against damage and corrosion during shipment and subsequent storage. The supplier is liable for damages due to improper packing. The return of packing material is possible; the amount charged for the material will in this case be credited.

Each delivery shall be accompanied by the documents specified in the order (detailed delivery note, release certificates, declarations of conformance, our product number with drawing index, as well as the material identification, ...).

19. Delivery Dates and Consequences of Delays

The delivery date specified in the order is binding. Partial deliveries, or deliveries earlier than specified, are only acceptable by arrangement. Foreseeable delays in delivery shall be notified immediately in writing, stating the reasons and the expected duration of the delay, regardless of whether the whole or part of the delivery is affected. In case of delayed delivery, we reserve the right to withdraw in whole or in part from the order and to pursue further legal claims.

20. Spare Parts

The supplier assures the delivery of spare parts for 5 years under competitive conditions.

21. Force Majeure Clause

EMTEQ Europe GmbH and/or supplier shall immediately inform each other upon the occurrence of a force majeure event (e. g. natural disaster, epidemic, outbreak of war, official measures, strikes) or of any other circumstances which could not be foreseen or avoided by EMTEQ Europe GmbH and/or supplier. As long as the event remains in effect, each party is entitled to withdraw from the contract. In the case of the withdrawal of EMTEQ Europe GmbH, the supplier shall be entitled to be compensated for the procurement cost, respectively for the cost of production/services originated prior to the withdrawal. This also applies if such circumstances occur at a subcontractor.

22. Language and Interpretation

Contractual language is German. In the case of question of interpretation of these General Purchase Terms and Delivery Conditions, only the German text is applicable. Translations into foreign languages are for information purposes only.

23. Severability Clause

If a provision of these General Purchase Terms and Delivery Conditions is, or becomes, invalid or null and void, the remaining provisions shall remain valid and not affected.

The invalid or null and void provisions of these General Purchase Terms and Delivery Conditions shall be replaced by valid ones consistent with the original intention.

24. Place of Delivery/Performance and Jurisdiction

Place of delivery/performance and jurisdiction is for both parts CH-8180 Bulach. The legal relationship is covered by Swiss law.