

## § 1 General Information

1.1. Our General Terms and Conditions for Sale and Delivery (GTC) are an integral part of this contract and apply exclusively. We do not honour any conflicting or deviating terms and conditions from the customer unless we have consented to their validity in writing. Neither do we recognise deviating terms and conditions if we execute the order without objection despite being aware of conflicting or deviating terms and conditions from the customer. Terms and conditions on the part of the supplier that deviate from these terms and conditions shall not become part of the respective contract, even if AES does not expressly object to those terms and conditions.

Our General Terms and Conditions also apply to all future transactions with the customer, insofar as both parties are involved in the commercial transaction. The valid version shall apply at the time the contract is entered into.

1.2. Agreements made in writing with the customer take precedence over these GTC. Verbal agreements are only binding if we have confirmed them in writing.

1.3 With respect to information obligations under the EU GDPR (EU General Data Protection Regulation) , we refer you to our privacy policy, which can be viewed at <https://aes-aero.com/datenschutz-2/>.

1.4. The titles of items have been included for the purposes of clarity and have no bearing on the interpretation of these terms and conditions.

## § 2 Quotations, prices, price changes and advance payment

2.1. Our quotations are not binding and are solely intended for the specified recipients. Our quotations are to be handled confidentially and may not be disclosed to third parties either in whole or in part. Any disclosure of our quotations or parts thereof requires our prior written consent.

2.2. If the order from the supplier is not identical to the quotation from AES, AES is not bound by any deviating or additional terms and conditions specified by the supplier. The deviating terms and conditions from the supplier will not become part of the respective contract even if AES does not expressly object to those terms and conditions.

2.3. Our prices are net prices; the statutory amount of value added tax will be charged in each case. In the event of a change in the statutory value added tax, we will adjust our charges at that time and in the amount of the respective change in the law, without any right of cancellation ensuing.

2.4. Our prices are 'FCA' (Incoterms 2020) excluding transport, insurance and packaging, unless expressly agreed otherwise.

2.5. Additional services shall be invoiced separately. We are entitled to request an acceptable advance payment before executing the order.

## § 3 Payment terms and late payment

3.1. Unless otherwise negotiated, payment for our deliveries and services are due in full within fourteen (14) days of the invoice date.

3.2. Our invoices are deemed to be accepted if the customer does not object in writing within fourteen (14) days of receipt of their invoice.

3.3. We are not obliged to honour bills of exchange, cheques or promissory notes; Acceptance is only on account of delivery. The customer shall bear all bills of exchange and account charges, which must be paid in cash immediately. If the customer fails to pay on time, we are entitled to return any bills of exchange received before they expire and demand cash payment immediately.

3.4. The customer is only entitled to the right of retention based on counterclaims arising from the same legal transaction.

3.5. The customer may only offset undisputed or legally established claims.

3.6. If, subsequent to the conclusion of the contract, we become aware of circumstances that jeopardise the customer's ability to pay, we have the right to demand payment as contractually agreed or the provision of suitable security. Information that casts doubt on the customer's solvency in the aforementioned context includes, in particular, seizures or other compulsory enforcement actions against the customer's assets, an application to open insolvency proceedings or in the event that the customer defaults on payment of a (partial) invoice in whole or in part. We are also entitled to suspend any further services until payment has been made or security has been provided and to terminate the contract with the customer after a reasonable period of notice has elapsed without success. Further claims remain unaffected by this.

## § 4 Order fulfilment

4.1. Verbal orders placed with us by the customer are also binding. In any case, we are entitled to immediate confirmation in writing. An order is deemed to have been placed if we begin to fulfil the order without any objection from the customer before an agreement is reached with the customer.

4.2. The customer is obliged to inform us of all laws, standards and other regulations for which the services are based before placing the order and provide us with all data, documents and other information in written form free of charge before placing the order, which we must take into account when preparing the deliverables. The customer is also obliged to name and precisely define the area of use planned for the goods and services before placing the order. Quality agreements concluded with the customer take precedence over objective requirements.

4.3. Changes and additions to our services can only be arranged by mutual consent. The customer is obliged to place a written order for the amendments. We have the right to suspend work until an agreement has been reached about the amount of the additional charges and the impact on the schedule that was agreed and a written order has been submitted.

4.4. Compliance with the delivery time agreed upon presupposes that the customer has fulfilled all obligations incumbent upon them. If we are dependent on the services of one or more sub-suppliers for our services, the agreed upon service and delivery dates shall apply subject to the timely performance of our sub-suppliers. This provision shall not apply to delays for which we ourselves are responsible. We shall inform the customer of any impending delays immediately.

4.5. Deliveries are 'FCA' (Incoterms 2020). Transfer of the risk of loss of the goods shall pass on to the customer as soon as we have transferred the goods to a carrier or other person for the purpose of transport. In the case of data transmission, the transfer of risk takes place when the data is sent. The risk for materials provided or other aids owned by third parties for our services are transferred to us once they have been provided to us at our headquarters.

4.6. We are entitled - insofar as reasonable - to make partial deliveries, render partial services and provision of services before the due date.

4.7. We are authorised to use third parties for the provision of services and subcontract the commission in whole or in part, provided that this does not impair the customer's interests warranting protection.

## § 5 Force majeure

If we are unable to provide a service due to force majeure or other events for which we are not responsible, we shall be released from the delivery/service as long as the impediment to fulfilment continues and the customer has been informed by us in writing without delay. Force majeure in the aforementioned sense also includes shortages of raw materials, energy and labour, industrial disputes, serious transport disruptions, operational disruptions for which we are not responsible or unforeseeable, regulatory measures for which we are not responsible and pandemics. If these disruptions last for more than four (4) months, we have the right to withdraw from the contract if the fulfilment of the contract is no longer in our interest as a result of the disruption and we have not taken on the procurement or production risk. At the customer's request, we will declare whether we intend to withdraw from the contract or fulfil our contractual obligations within a reasonable period of time.

## § 6 Warranty

6.1. The law governs, unless otherwise specified hereafter.

6.2. Any assertion of claims under warranty requires that the contractual relationship is not a service and that the customer has fulfilled its obligations to inspect and give notice of any defects in accordance with Section 377 of the German Commercial Code (HGB) immediately, correctly and in writing. Defective deliveries for which § 377 HGB does not apply must be reported within a preclusive period of one calendar week from the date on which the defective delivery was recognised. The customer shall not be entitled to any rights due to minor defects.

6.3. If the subsequent improvement or delivery of a replacement fails twice within a reasonable period of time, the customer may, at its discretion, demand a price reduction, contract rescission or damages in lieu of fulfilment.

6.4. Product defects caused by failure to follow operating and/or maintenance instructions, that result from improper modifications to the product or that are caused by the use of parts or consumer goods that do not comply with the original specifications do not constitute a defect. The same applies for defects that are based on information or specifications provided by the customer.

6.5. All customer warranty claims expire within one year of the statutory limitation period commencing. In the case of defects caused by wilful intent or gross negligence, the statutory limitation period also applies.

6.6. The customer's statutory rights of recourse against us only exist insofar as the customer has not made any other agreements with its customers which go beyond the statutory warranty provisions.

6.7. Insofar as we deliver part of our goods and services as products from sub-suppliers, the customer is first obliged to make a claim against the sub-supplier. We will assign the warranty claims to which we are entitled against the upstream supplier to the customer. The customer hereby accepts this transfer. If the sub-supplier refuses to rectify the defect or if the customer experiences unreasonable delays or difficulties in pursuing the claim, the customer shall also be entitled to make a claim against us.

## § 7 Intellectual property rights and third party rights

7.1. Ownership of the contracted outputs from our provision of services passes to the customer upon payment of the agreed upon price.

7.2. If patentable or otherwise protectable intellectual property arises from our services upon payment of the agreed upon price, the customer shall irrevocably receive the non-exclusive, solely transferable, unrestricted right in terms of time, subject matter and place to use and exploit the deliverable - itself or through third parties - in unaltered or altered form for all permitted types of use at the customer's explicit written request. This right of use and exploitation includes in particular the right to reproduce the deliverables - by itself or through third parties - to distribute, make available, publicly reproduce, publish, edit and/or redesign them by means of any medium in tangible or intangible form, to distribute them, including by means of leasing and rental, and to grant third parties any rights of use for all types of use - solely and at its own discretion. This also includes the right to online use in all communication networks (Internet etc.) as well as use in fixed and mobile data networks and on terminal devices. If the product is a software programme, we transfer to the customer the aforementioned rights of use with regard to both the property code and the source code of the software.

7.3. We retain a non-exclusive right of use to the deliverables for our own scientific research and development purposes. We may also freely dispose of the technical knowledge outside the contract, i.e. grant rights of use within the framework of research and development contracts with third parties and also without research and development contracts with third parties, and in these cases without obtaining the consent of the original client, in whose project the corresponding technical knowledge originated, for the granting of rights of use.

7.4. Should it be necessary to utilise our employees for the aforementioned transfer of rights, we commit ourselves to make a timely statement of such utilisation. If we incur costs or other financial obligations as a result of the use or transfer of the rights, the customer shall bear these and indemnify us against all corresponding claims.

7.5. We explicitly waive the right to be identified as the producer of the output.

7.6. If we perform the order in accordance with the customer's specifications, the customer is responsible for ensuring that we do not infringe on any third-party rights. If claims are asserted against us by a third party in this case, the customer is obliged to indemnify us on first request. The obligation to indemnify also applies to all costs that we necessarily incur.

## § 8 Withdrawal and termination

8.1. The customer has no statutory right of withdrawal due to a service not rendered or not rendered in accordance with the contract if we are not responsible for the breach of duty. This does not apply if special agreements (e.g. fixed-date transactions) give the customer a right of withdrawal regardless of fault. The same applies if the product is defective. In these cases, the statutory provisions apply.

8.2. If the customer terminates the contract, we are generally be entitled to the agreed price less our expenses spared due to the premature termination of the order.

8.3. If the customer acts in breach of contract, in particular in the event of default, we are entitled to withdraw from the contract and take back our deliveries.

## § 9 Liability

We are liable regardless of the legal grounds for wilful and grossly negligent conduct, in the event of culpable injury to life, limb and health, in the event of a breach of the Act on Liability for Defective Products (Produkthaftungsgesetz) or in the event of a breach in connection with a warranted quality. In the event of a slightly negligent breach of material contractual obligations, our liability shall be limited to compensation for typical damage foreseeable at the time the contract was concluded. Fundamental contractual obligations are those obligations that protect the customer's legal positions that are essential to the contract, i.e. those obligations that the contract must grant the customer according to its content and purpose, as well as obligations whose fulfilment is essential for the proper execution of the contract and on which the customer may regularly trust. Our liability is otherwise excluded, regardless of the legal grounds. The limitation of liability applies also in favour of our employees and their assistants and subcontractors. A reversal of the burden of proof is not associated with the above provisions.

## § 10 Property rights

10.1. We reserve property rights to all our deliverables until receipt of all payments from the business transaction with the customer. In the event of any current account balance, we retain ownership until the balance has been settled; in the event of the acceptance of bills of exchange or checks, we retain ownership until they have been honoured. If the validity of the property rights in the country of destination are subject to special conditions or special formal requirements, the customer must ensure that these are met.

10.2. The customer is entitled to resell our deliverables in the ordinary course of business and without agreeing to an exclusion of assignment. In this case, they hereby assign to us their claim from the resale with all ancillary rights up to the amount of our claim including our ancillary claims; we hereby accept this assignment. In the case of current account agreements between the customer and the third party, the same shall apply to the customer's balance claim from the current account. The customer remains authorized to collect the assigned claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected by this. However, we agree not to collect the claim as long as the customer is not in default of payment and, in particular, does not file for insolvency proceedings or suspend payments. If this is the case, the customer is obliged to inform us of the assigned claims and their debtors and to provide all information necessary for collection, to hand over the relevant documents and to inform the debtors of the assignment.

10.3. Processing or transformation of the goods delivered by the customer is always carried out on our behalf. If the goods are processed with other items that do not belong to us, we gain co-ownership of the new item in the ratio of the value of the purchased item to the other items processed at the time of processing. In all other respects, the same shall apply to the item created by processing as to the goods delivered under retention of title.

10.4. The customer may neither pledge the items subject to title retention nor assign them by way of security and must notify us of seizures made at the instigation of third parties without delay.

10.5. We commit ourselves to release securities to which we are entitled at the customer's request if their actual value exceeds the claims to be secured by more than 10%. We are responsible to select the securities to be disclosed.

## § 11 Resources required to fulfil the order

11.1. If we produce (auxiliary) models, moulds, tools, etc. (hereinafter referred to as “tools”) as part of the contractual agreement, these are not part of the contractual agreement and remain our property, unless expressly agreed to otherwise in writing.

11.2. Following acceptance of the contracted services by the customer, we will store these tools for a period of six (6) months. After this period has expired, we are entitled to scrap the tools unless we have expressly agreed in writing with the customer to store the tools or transfer ownership of the tools against payment in return for reasonable payment.

## § 12 Confidentiality

Data, plans and other documents and information explicitly declared confidential by the customer in writing are subject to a confidentiality obligation and may not be disclosed to third parties. Information disclosed orally must be marked as confidential in writing within ten (10) days. The confidentiality obligation does not apply if the information is generally known or becomes generally known through no fault of our own, if we obtained the confidential information independently and without the use of information compiled by the customer or if the law or an authority requires disclosure on the basis of mandatory statutory procedures. Our duty of confidentiality exists for a period of five (5) years from the date of disclosure.

## § 13 Recruitment

13.1. If the customer or a company legally affiliated with the customer in accordance with §§ 15ff. AktG (German Stock Corporation Act) hires an employee deployed by us during the rendering of the service in the first month of the rendering of the service or if the service relationship ends after the first month and the customer or a company affiliated with the customer in accordance with §§ 15ff. AktG (German Stock Corporation Act) enters into an employment contract in direct temporal connection after the end of the provision of services, we are entitled to charge 15% of the employee's future annual gross income plus statutory VAT as a fee. After three months of the service provision, the fee is reduced to 12% of the employee's gross annual income, after six months to 9% and after nine months to 5% of the employee's gross annual income. After twelve completed months of service provision, no further fee is charged. The respective fee is due in one sum upon entering into the employment contract. We are obliged to issue a proper invoice. The customer is obliged to provide information which enables us to determine their annual income.

13.2. The aforementioned does not apply if an employee's involvement in the provision of services is not the cause of the employment with the customer. The customer shall bear the burden of proof for any non-causation.

## § 14 “No-Russia Clause”

14.1. The customer may not sell, export or re-export goods supplied under or in connection with this contract that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014, either directly or indirectly, to Russia or for use in within Russia.

14.2. The customer must make its best effort to ensure that the purpose of section 14.1. is not undermined by third parties in the wider commercial chain, including potential resellers.

14.3. The customer must establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the wider commercial chain, including potential resellers, which would defeat the purpose of paragraph 14.1.

14.4. Any violation of sections 14.1, 14.2 and 14.3 shall constitute a fundamental breach of any material element of this agreement and the seller is entitled to seek appropriate remedies, including but not limited to:

(i) termination of such agreement; and

(ii) liquidated damages equal to 100% of the total value of such agreement or the price of the exported goods, whichever is greater.

14.5. The customer is obliged to inform us immediately of any problems in the application of sections 14.1, 14.2 and 14.3, including any relevant third party activities that could compromise the purpose of section 14.1. The customer must provide us with information on compliance with the obligations under sections 14.1, 14.2. and 14.3. within two weeks of the ordinary request for such information.

## **§ 15 Location of fulfilment, place of jurisdiction and applicable of the law**

15.1. The location of fulfilment is the registered office of our company.

15.2. The sole legal jurisdiction for all claims arising from business relations with commercial customers is our registered office. The same place of jurisdiction applies if the customer has no general jurisdiction in Germany, moves their registered office or usual place of business outside Germany after conclusion of the contract or their registered office or usual place of business is not known at the time the action is lodged. We are also entitled to sue the customer at their place of business or another court of competent jurisdiction.

15.3. German law applies to all legal matters. The UN Convention on Contracts for the International Sale of Goods 1980 and all other conflict of laws do not apply.

## **§ 16 Final provision**

Should any point in the contractual agreement be or later become invalid in whole or in part for reasons other than §§ 305-310 BGB, it shall not affect the validity of the remaining provisions unless, taking into account the following provision, the execution of the agreement constitutes an unreasonable hardship for one of the parties. The parties are aware of the jurisdiction of the BGH, according to which a severability clause merely reverses the burden of proof. However, it is the express intention of the parties to maintain the validity of the remaining contractual provisions under all circumstances and thus waive Section 139 BGB in its entirety. The same applies to a gap in the contractual relationship. The invalid or non-enforceable provision must be replaced by an appropriate provision that comes as close as possible to what the parties intended or would have intended if they had considered the point when entering into the contract or when adding a provision at a later date.