AERNNOVA GENERAL TERMS AND CONDITIONS OF PURCHASE

SECTION I
DEFINITIONS, ACCEPTANCE OF TERMS, AND GENERAL CLAUSES

1. Definitions

Aircraft	Means the aircraft manufactured by an OEM into which the Item is or could be incorporated.
Affected Provision	Means any section, paragraph, clause or provision of the GTC, the Supply Agreement or any relevant Purchase Order prohibited by or unlawful or unenforceable under any Applicable Laws applied by any court of competent jurisdiction.
Affiliate	Means any entity controlling, controlled by, or under common control of a Party to any Agreement, as "Control" is hereby defined.
Agreement	Means, collectively, (i) the GTC; (ii) the issued Purchase Orders; (iii) the Supply Agreement (if applicable); (iv) any other agreements between Supplier and Purchaser for the provision of Products or Services (if applicable); (v) the Parent Company Guarantee; and (vi) any agreements, specifications, statements of work, attachments, schedules or annexes included in those documents (if applicable).
Applicable Laws	Means all laws, treaties, protocols, conventions, statutes, orders, rules, provisions, regulations, standards, directives and guidelines which have legal effect, whether local, national, international or otherwise existing from time to time, including all Aviation Authority rules, requirements, standards and guidelines which are applicable to the activities, works or Obligations under any Purchase Order.
Aviation Authority	Means the official authority having the jurisdiction to approve the design, manufacture and airworthiness of the Aircraft and/or the Item, or any successor of any such authority.
Business Day	Means any and all calendar days excluding official bank holidays at the registered address of Purchaser.
Change of Control	Means any transfer of Control over Supplier to any other third party different from the controlling party at any given time.
Chips	Means all metallic debris or waste resulting from the machining of metallic raw material, including scraps.
Claim(s)	Means any and all claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages, liabilities, costs and expenses of any nature whatsoever, including all attorneys' fees.
Code of Ethics	Means the Code of Ethics approved by Purchaser's Group, as updated or amended from time to time, and available at Purchaser's webpage aernnova.com.
Confidential Information	Means all data, records, files, content, information and materials (i) defined in or protected by any Non-Disclosure Agreement, Proprietary Information Agreement or similar document signed between Purchaser and Supplier; (ii) related to the terms and conditions of the Agreement; (iii) disclosed or provided by Purchaser to Supplier, including that related to Purchaser's Property; (iv) related to Customers; (v) that Supplier Personnel derive from Purchaser's Property; (vi) related to Purchaser's IPRs; or (vii) derived from any of the above, even if anonymized.
Control	Means the (direct or indirect) legal, beneficial or equitable (i) ownership of 50 per cent or more of the capital stock (or other ownership interest, if not a corporation) of the entity ordinarily having voting rights, or (ii) the equivalent right under contract to control management decisions regarding relevant subjects. The terms "controlling", "controlled by", "under common control of", or other similar expressions, shall be interpreted accordingly.
Countermeasures	Means actions, devices, procedures, techniques, or other measures that reduce the vulnerability of an Information System.
Customer	Means all of Purchaser's (or its Affiliates') direct or ultimate clients or customers, as well as any company, individual, government or entity, which has or may have the lawful ownership or lawful usage of the Aircraft.
Day	Means all calendar days, including Saturdays, Sundays and all official bank holidays.
Delay Period	Means Days lapsed between the Due Delivery Date and the date of actual delivery of Products or completion of Services.
Delivery Date	Means the date on which the Items can be considered delivered on time, completely and in accordance with all applicable quality or technical requirements, as per the relevant Purchase Order.
Delivery Period	Means the period between the date of issuance of any Purchaser Order and the Due Delivery Date.
Documentation	Means all information, data, drawings, studies, reports, evaluations, designs, records, forms, manuals, reviews, procedures, specifications, plans, and all other documentation (including all documentation for certification, for airworthiness and Support requirements), that are or must be produced or acquired by Supplier for the performance of its Obligations under the Agreement.
Due Delivery Date	Means the date on which delivery of the Products or performance of the Services must be completed as specified in the Purchase Order.
Effective Date	Means the effective date identified on the signature page of the Purchase Order or the Supply Agreement.
Excusable Delay	Means a delay directly and exclusively attributable to events which are at one and the same time compelling, unpredictable, unavoidable, outside of Supplier's control and not occasioned by its fault or negligence.

GDPR or General Data Protection Regulation	Means the European Union regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended from time to time.
Group	Means, collectively, all Affiliates under common Control (including the controlling company).
GTC	Means these General Terms and Conditions of Purchase, as amended from time to time and as available on the Internet at the following URL: http://www.aernnova.com/en/general-terms-and-conditions-of-purchase-group-aernnova/.
Hidden Defects	Means a fault, damage or defect in any Item that could not have been discovered or recognized by a reasonably thorough inspection before Delivery Date.
Incoterm	Means the international rules for the interpretation of trade terms published by the International Chamber of Commerce, 2020 edition.
Indemnitees	Means Purchaser and/or its Affiliates, and each of its and their directors, officers, managers, employees, agents, representatives, successors and assigns.
Industrial Change	Means any changes (but not limited to) regarding ownership, organization, premises, equipment, production systems, ERP, processes, or Tooling, and affecting in any way the development of the activities covered by any Purchase Order or the compliance by Supplier with its Obligations.
Information	Means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
Information System	Means a discrete set of Information resources that collect, process, maintain, use, share, disseminate, or dispose Information.
Infosec Requirements	Means the information security requirements as defined in the "Aernnova Information Security Requirements for Suppliers", as amended from time to time, and as available on the Internet at the following URL: https://www.aernnova.com/en/aernnova-supplier-infosec-requirements/.
Intellectual Property or IP	Means all data, writings, notes, reports, specifications, designs, drawings, computer software including source code and object code, methods, processes, techniques, know-how, ideas, inventions, improvements and discoveries.
Intellectual Property Rights or IPRs	Means all patents, patent applications, trade secrets, copyrights, trademarks, mask works, database rights, and other similar rights over Intellectual Property.
Item(s)	Means all assembly, subassembly, component, works, services, activities or Documentation and/or any part thereof (including Spare Parts, software, Tooling as hereinafter defined, any sort of data, or any other Products and associated Services), which shall be designed, developed, manufactured, supplied, performed and/or supported by the Supplier under any Purchaser Order or Supply Agreement.
Lead Time	Means the period Supplier requires for manufacturing of the Products, as defined in the Supply Agreement, the Purchase Order or the Specification, expressed in Days.
Modification(s)	Means Purchaser Modifications and/or Supplier Modifications, as appropriate in the context.
Non-Excusable Delay	Means any delay that cannot be considered an Excusable Delay.
Obligations	Means (a) each and every covenant, obligation, commitment or agreement to be performed or observed by Supplier under any Purchase Order, or under any Supply Agreement, including without limitation all contracts and Purchase Orders already in existence between Purchaser and Supplier; and (b) each and every other duty and obligation of Supplier to Purchaser arising out of or as a result of the performance or non-performance of all or any part of any Purchaser Order or Supply Agreement.
OEM	Means original equipment manufacturer (e.g., the Aircraft integrator).
Party	Means Supplier, Purchaser or any other party to the Agreement (such as Guarantor or Beneficiary to a Parent Company Guarantee).
Payment Due Date	Means a maximum of sixty (60) Days after the Delivery Date or after the receipt of the invoice issued by Supplier (whichever is later), or any other period expressly agreed in the Purchase Order or Supply Agreement.
Personal Data	Means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or com identity of that natural person (as defined in GDPR).
Personnel	Means each Party, and its agents, employees or subcontractors; and -regarding Infosec Requirements- any other authorized users of Supplier Information System or Supplier's network resources.
Prices	Means prices applicable to the Items as defined in the applicable Purchaser Order or Supply Agreement.
Products	Means all products supplied by Supplier under any Purchase Order or Supply Agreement, including all components, raw materials, chemicals, finished goods, intermediate assemblies and associated packaging.
Program	Means all activities to be undertaken by the OEM in relation to an Aircraft, including but not limited to the design, development, certification, manufacturing and support of Items relating to that Aircraft.

Purchase Order	Means any purchase order issued by Purchaser to Supplier, as amended or supplemented, and together with any specifications and other documents referred to in it (or, in the event the GTC are part of a Supply Agreement, the term shall mean any purchase order issued under such Supply Agreement).
Purchaser	Means the Affiliate of the Aernnova Group contracting with Supplier for Products and/or Services and identified as the purchasing entity on the Purchase Order.
Purchaser's IPRs	Means all Intellectual Property Rights developed, owned or legitimately held or used by Purchaser.
Purchaser Items	Means any component, good, tooling, raw material, chemicals, equipment or any other good provided by or on behalf of the Purchaser to Supplier, for the supply of the Items.
Purchaser Modifications	Means all changes or modifications in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment, transportation or packing; (c) place and time of delivery; (d) amount of Purchaser's Property; (e) quality; (f) quantity; (g) Scope of Work or (h) schedule of Items.
Purchaser's Property	Means all tangible or intangible property of any kind or nature and in any form or medium, including without limitation all information or data, Tooling, equipment, raw material, components, chemicals, strategies, Documentation, and Purchaser's IPRs, (a) furnished to Supplier by Purchaser; (b) specifically paid for by Purchaser; or (c) created with Purchaser's IPRs.
Quality Requirements	Means Purchaser's and Purchaser´s Customer´s quality policies and requirements at any given time, as applicable to the Items, including Section III of these GTC, and Purchaser's PCA-00-038 procedure and related documents.
REACH	Means Registration, Evaluation, Authorisation and Restriction of Chemicals.
REACH Regulation	Means European Union regulation dating from 18 December 2006 (and all its amendments and related rules and regulations).
Scope of Work	Means the scope of work to be performed by Supplier according to the Supply Agreement or Purchase Order.
Services	Means those services contracted to and supplied by Supplier under the Agreement and as may further be described in Purchase Orders, statements of work or specifications included in the Agreement.
Spare Parts	Means any Item or part required for maintenance, re-work, repair, modification or replacement of the Item.
Specification	Means the document defining the Item in terms of technical requirements setting out, inter alia, its functions and performances.
Supplier	Means the person, firm, company or organisation to whom the Purchase Order is addressed or the party contracting with Purchaser to perform the work hereunder.
Supplier Information System	Means any Information System owned and/or operated by Supplier or owned/operated by a third party on Supplier's behalf that collects, processes, maintains, uses, shares, disseminates, or disposes Information.
Supplier Modifications	Means all changes or modifications in any one or more of the following: (a) the Items, their specifications and/or composition; (b) process changes or modifications; (c) plant and/or equipment/tooling changes or moves; (d) transfer of any Work hereunder to another site; and/or (e) sub-supplier changes or modifications.
Supplier's Quality System	Means Supplier's inspection, testing and process control system.
Supply Agreement	Means any specific supply agreement between Purchaser and Supplier for the provision of Products or Services that includes specific or additional conditions to the GTC.
Support	Means all Supplier's Obligations in relation to the after-sales activities and maintenance of the Aircraft, including clause 9 "Support and Spare Parts" and, where applicable, clause 9 and Annex III "Product Support Requirements" of the Supply Agreement.
Tooling	Means all dies, jigs, tools, patterns, moulds, models, machinery, equipment, software and other items, required for development, testing, manufacture and Support of the Item, including all related documentation.
Warranties	Shall have the meaning defined in clause 21.1 "Warranties".
Warranty Period	Means the following period, whichever period expires last: sixty (60) months to count from the Delivery Date of any Item; forty-eight (48) months to count from the date on which the Items are incorporated into the Aircraft; or such period defined by the Customer (provided such period has been notified by Purchaser to Supplier at the time of execution of the Supply Agreement or issuance of the relevant Purchase Order). For any Hidden Defects, the Warranty Period shall commence on the Day in which the Hidden Defect has become known to Purchaser.
Work Product	Means anything that is the product of work by the Supplier, including but not limited to concepts, works, inventions, information, drawings, designs, specifications, customizations, documentation, programs, data, developments, hardware, software, or technology, in each case whether developed by Supplier or its subcontractors (or any of their respective Personnel), either alone or with others, and whether completed or in-progress.

2. Acceptance of terms

2.1 Supplier agrees to be bound by and to comply with all terms set forth in these GTC and in the Purchase Order to which these GTC are attached or are incorporated by reference. Any Purchase Order (and these GTC) shall be irrevocably accepted by Supplier upon the earlier of: (i) Supplier's issuing any acceptance or acknowledgement of such Purchase Order; (ii) Supplier's

commencement of the works or activities of any Purchase Order in any way; or (iii) lapse of seven (7) Days without Supplier's express and written rejection of the Purchase Order. By acceptance of the Purchase Order, Supplier commits to provide and deliver the Items and to comply with all Obligations. In addition to that, and without prejudice to the Supply Agreement, Supplier shall execute any Purchaser Modification as required by Purchaser, disregarding the existence of any other dispute (v.gr. implementation costs) with Purchaser.

2.2 Any Purchase Order is an offer to purchase the Products and/or Services (including any required Documentation) described therein, but it shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in the Purchase Order. Acceptance of any Purchase Order is expressly limited to the terms of such Purchase Order.

2.3 Purchaser hereby objects to and rejects any terms and conditions proposed by Supplier or included in Supplier's quotation, offer, invoice or other document (including, but not limited to, acceptance of the Purchase Order, Supplier's preprinted forms, boiler plates or other communications), which are additional to or different from these GTC or any Purchase Order; and none of such additional or different terms shall be part of the contract or relationship between Supplier and Purchaser, unless specifically and previously accepted by Purchaser in writing. Further, any ambiguity or silence by Purchaser regarding Supplier's terms shall not be construed as acceptance or waiver of Purchaser's rights. Where Purchaser is required to click through or otherwise accept or acknowledge any online or hyperlinked terms and conditions, such terms and conditions (i) are not binding even if affirmative acceptance of any such terms and conditions is required, (ii) shall be of no force or effect, and (iii) shall not be deemed to modify these GTC or the supply Agreement. Purchaser shall not be deemed to have waived these GTC if Purchaser fails to object to provisions contained in any of Supplier's communications. The GTC take precedence over any additional or different terms in any other document connected with a Purchase Order unless they are: (a) part of a Supply Agreement, which has been negotiated between the Parties and which the Parties have expressly agreed may override these terms in the event of a conflict; or (b) set forth in the Purchase Order to which these GTC are attached.

3. General

3.1 The Purchase Order, along with all documents are expressly incorporated by reference (including the GTC and the Supply Agreement, should that be the case), is intended as a complete, exclusive and final expression of the Parties' agreement with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, whether written or oral, between the Parties. Therefore, as regards integration and interpretation: (i) no course of prior dealings and no usage of the trade shall be relevant to determine the meaning of the Purchase Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection; (ii) no Claim or right arising out of a breach of the Supply Agreement or any Purchase Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party; (iii) section and clause headings are for convenience and shall not be given effect in interpretation of this Purchase Order; (iv) the term "including" shall mean and be construed as "including, but not limited to" or "including, without limitation", unless expressly stated to the contrary; and (v) the GTC and the Supply Agreement shall be construed without regard to the Party that drafted it, and therefore any ambiguity shall not be interpreted against any Party and shall, instead, be resolved in accordance with applicable rules concerning the interpretation of contracts.

3.2 Purchaser's rights and remedies in a Purchase Order or in the GTC are in addition to all those provided by any Applicable Law, contract, or equity, and Purchaser may exercise all such rights and remedies singularly, alternatively, successively or concurrently.

3.3 Notwithstanding the provisions of the GTC, the Supplier shall be responsible for its sub-contractors' compliance with the provisions of the Supply Agreement, the GTC and the relevant Purchase Order as applicable to its sub-contractor's activity.

3.4 The Supplier acknowledges and accepts that, unless otherwise expressly agreed by Purchaser (and, in such a case, strictly limited to that extent), Purchaser does not grant the Supplier any exclusivity or any guarantee of turnover or production level.

SECTION II

PRICES, PAYMENT TERMS AND TAXES

4. Prices

4.1 All Prices are firm and fixed and shall not be subject to any change. Unless otherwise expressly agreed to and without prejudice to the applicable Incoterm, Prices include (i) all taxes, fees and/or duties applicable to the Products and/or Services purchased under any Purchase Order; and (ii) all investments, amortization, financial charges, quality costs or any other type of costs or expenses.

5. Payment Terms

5.1 Unless otherwise indicated in the Purchase Order or elsewhere in this Agreement, payment shall be made by Purchaser not later than the Payment Due Date. However, Purchaser may unilaterally adjust payment terms in the event of Supplier's repeated non-compliance or quality issues.

5.2 Supplier's invoices must: (i) include the Purchase Order number; (ii) separately identify all Purchaser Items; (iii) identify any discounts, credits or rebates from the base price used in determining the invoice value; and (iv) be issued only after (but not later than five (5) Days after) complete and proper delivery in accordance with the relevant Purchase Order.

5.3 Supplier hereby expressly accepts and warrants that (a) It is authorized to receive payment in the currency stated in this Purchase Order; (b) If requested by the Purchaser, settlement and invoicing shall be paperless and in a format acceptable to

Purchaser; (c) Purchaser's payment of an invoice shall not constitute its acceptance of the Items; (d) Purchaser shall be entitled to reject Supplier's invoice if it fails to include any information referred to above, is issued after the time set forth in this Section II or is otherwise inaccurate, and that any resulting delay in Purchaser's payment or non-payment by Purchaser shall be Supplier's exclusive responsibility; (e) Purchaser may withhold total or partial payment until the Items conform to the requirements of the relevant Purchase Order; and (f) Purchaser shall be entitled at any time to set-off any and all amounts owed by Supplier or by any Supplier's Affiliate to Purchaser or to any Purchaser's Affiliates in reference to any Purchase Order.

6. Taxes

6.1 Any value added tax that is recoverable by Purchaser, or any country, state and local sales, use, excise and/or privilege taxes, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. If Supplier is legally obligated to charge value added and/or similar tax, Supplier shall invoice Purchaser in accordance with Applicable Law to enable Purchaser to reclaim such tax.

6.2 Neither Party is responsible for taxes on the other Party's income or on the other Party's Personnel or subcontractors' income.

6.3 If Purchaser is legally required to withhold taxes for which Supplier is responsible, Purchaser shall deduct such taxes from payment to Supplier and provide Supplier with a valid tax receipt in Supplier's name.

SECTION III
QUALITY, COMPLIANCE COMMITMENTS AND OTHER OBLIGATIONS OF SUPPLIER

7. Quality, certifications and other requirements

7.1 Supplier shall implement and keep its Supplier's Quality System covering the Items provided hereunder in a manner that is (i) compliant with the requirement of the Aviation Authorities as applicable to the Item; (ii) acceptable to Purchaser and its Customers; (iii) compliant with the Quality Requirements at all times (as defined in Section I and in particular with PCA-00-038); (iv) duly implemented and certified as per ISO 9001, EN 9100, EN9110, EN9120 or other equivalent international standard.

7.2 In addition, and when required for the performance of Supplier's Obligations or delivery of the Items, Supplier shall: (i) comply with the requirements of PECAL 2110 and 2310; (ii) obtain and maintain all PRI-NADCAP certifications available for the applicable special processes; (iii) authorize and facilitate access to its premises, when so required, to Purchaser, Customers or civil/military authorities, for the supervision regarding Items, processes or activities.

7.3 Further to that, Supplier shall:

(a) fulfil all the requirements of certification and approval of sites, entities, equipment, or processes (including those of Supplier's suppliers or subcontractors) as defined by the Quality Requirements from time to time;
(b) certify the traceability of the goods to the OEM on the certificate of conformance. If Supplier cannot certify traceability of the goods, Supplier shall not ship such goods to Purchaser without obtaining Purchaser's written consent;
(c) promptly submit, when requested by Purchaser, real-time production and process data in the form and manner requested by Purchaser;
(d) keep complete records relating to Supplier's Quality System (and to that effect implement and maintain an archive and control system regarding all quality and Item documentation, including all testing and inspection data, that guarantees access, confidentiality and security, and that is compliant with the Quality Requirements), and make such records available to Purchaser and its Customers for the longer of: (i) ten (10) years after completion of any Purchase Order; (ii) such period as set forth in the relevant Specification and Quality Requirements (in particular Purchaser's PSD-00-001 procedure); or (iii) such period as required by applicable Law; and
(e) submit complete flow-chart of all processes/operations involved in the manufacture or provision of the Products, including for each of them: (i) identification of raw material, if applicable; (ii) identification of Lead Time; (iii) for activities developed by Supplier in-house, identification of manufacturing site and address; (iv) for subcontracted activities, identification and location of subcontractor; and (v) any change or modification (which shall be notified in advance and in writing for approval by Purchaser before that change or modification becomes effective).

7.4 All costs associated with Supplier's Quality System and compliance with this Section III shall be borne by the Supplier and the Supplier shall not seek to recover such costs from the Purchaser.

7.5 Should an issue be identified, which might cause any certification or approval to be revoked or suspended, or should such revocation or suspension have occurred, the Supplier shall immediately inform the Purchaser and shall, under the supervision of the Purchaser, undertake all necessary actions to remedy the situation.

7.6 Should the Supplier fail to achieve the Quality Requirements, or should any certification or approval be refused, revoked or suspended without being remedied, then the Supplier shall be in material breach of the Supply Agreement or the relevant Purchase Orders and the Purchaser shall be entitled to terminate the Supply Agreement and/or any relevant Purchase Order.

7.7 The Supplier shall comply with Purchaser's requirements regarding weight of the Items (and its packaging), as defined in the Purchase Order, in the Specification or in the Supply Agreement.

7.8 If Supplier for any reason anticipates difficulty in complying with any requirements of the Supply Agreement or any relevant Purchase Order, Supplier shall promptly notify Purchaser in writing.

7.9 The applicable Lead Time for each of the Items shall be that specified in the Purchase Order or in the Supply Agreement.

8. Compliance commitments

8.1 Code of Ethics. Supplier represents, warrants, certifies and covenants that it has read and understood, and that it shall comply with Purchaser's Code of Ethics and with all applicable Purchaser's procedures, policies and manuals as provided by Purchaser from time to time. If a reference is made in the GTC, Supply Agreement or Purchase Order to any of those procedures, policies and manuals, Supplier shall be deemed to have full and educated knowledge and understanding of them.

8.2 Environment and related matters. Supplier represents, warrants, certifies and covenants that:

(a) It shall implement an Environmental Management System based on ISO 14001 standard.
(b) It shall define, implement and keep updated a corporate sustainability plan that includes, at least, the following objectives: energy consumption; greenhouse effects gases reduction; waste reduction; environmental impact improvement procedures regarding its products and services; and a management system that incentivizes adequate performance in the communities where it operates.
(c) Each chemical substance or hazardous material constituting or contained in the Products is suitable for use and transport and is properly packaged, marked, labelled, documented, shipped and/or registered under Applicable Laws, and that none of the Products contains any chemicals that are restricted or otherwise banned under Applicable Laws (further to it, Supplier shall immediately inform of any risk of supply chain disruption due to the application of any environmental applicable laws or regulations and shall propose alternatives to ensure the continuity of supply of the Items); and
(d) It shall -upon first delivery when the MSDS (Material Safety Data Sheet) has been updated or if required by Purchaser- provide Purchaser with safety data sheets, the chemical composition, including proportions, of any substance, preparation, mixture, alloy or Products supplied under any Purchase Order and any other relevant information or data;

8.3 Intellectual Property. Supplier represents, warrants, certifies and covenants that it is legitimate owner or licensee of all Intellectual Property used or applied for the performance of its Obligations; and Supplier shall indemnify Purchaser for any third-party claims related to intellectual property infringement, including legal fees and damages.

8.4 Export Control and related matters. Supplier represents, warrants, certifies and covenants that:

(a) it is knowledgeable regarding all applicable export, export control, customs and import laws and shall comply with such laws and any instructions and/or policies provided by Purchaser. This shall include securing all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of services and the release or transfer of goods, hardware, software and technology to foreign destinations or nationals. In case of using any substance or mixture outside the European Community, Supplier shall name a single representative under REACH Regulation to fulfil the REACH obligations regarding registration and CLP notification;
(b) It is not suspended, sanctioned, debarred or declared ineligible to export by any government entity. If Supplier is suspended, sanctioned, debarred or declared ineligible by any government entity, Purchaser may terminate any Supply Agreement or Purchase Order immediately without liability to Purchaser; and
(c) It shall not sell, distribute, disclose, release, receive or otherwise transfer any Item or Documentation to or from any country, entity or any person listed on any specific or general list maintained by any authority or government in which Purchaser or Customers operate, as subject to veto, sanctions, prohibition, embargo or any other restriction.

8.5 Cybersecurity. Supplier:

(a) acknowledges that any information accessed through the electronic information systems operated by or on behalf of Purchaser, whether or not marked as "proprietary", "sensitive", "confidential" or similar, shall be considered as proprietary to Purchaser (and therefore, as "Confidential Information" under these GTC) and shall be protected in accordance with clause 8.5 and the Section VIII of these GTC "Confidentiality, Publicity and Data Protection", and with any other related rules or regulations;
(b) shall apply reasonable and appropriate administrative, technical, physical, organizational, and operational safeguards and operations, including Countermeasures, to protect Confidential Information against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such Confidential Information is on Supplier's internal systems or a cloud environment;
(c) shall comply with Purchaser's procedures and policies regarding cybersecurity, and in particular Infosec Requirements (available at https://www.aernnova.com/en/aernnova-supplier-infosec-requirements/), as may be updated from time to time, which are incorporated by reference;
(d) shall, if Supplier's performance of its Obligations involves the transmission, storage, or Processing of Confidential Information on an Information System, at a minimum, apply the following security controls:
    1. Limit Information System access to authorized users, Processes acting on behalf of authorized users, or devices (including other Information Systems), and to the types of transactions and functions that authorized users are permitted to execute;
    2. Verify and control/limit connections to and use of external Information Systems, and control Information posted or Processed on publicly accessible Information Systems;
    3. Identify users, Processes acting on behalf of users, or devices; and authenticate (or verify) the identities of those users, Processes, or devices, as a prerequisite to allowing access to organizational Information Systems;
    4. Sanitize or destroy Information System media containing Confidential Information before disposal or release for reuse;

5. Limit physical access to organizational Information Systems, equipment, and the respective operating environments to authorized individuals; escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices;
6. Monitor, control, and protect organizational communications (i.e., Information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the Information Systems;
7. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks;
8. Identify, report, and correct Information and Information System flaws in a timely manner;
9. Provide protection from malicious code at appropriate locations within Information Systems; and update malicious code protection mechanisms when new releases are available;
10. Perform periodic scans of the Information System and real-time scans of files from external sources as files are downloaded, opened, or executed; and ensure that risks identified in those scans are promptly addressed;
11. Establish and enforce security configuration settings for information technology products employed in Supplier's Information Systems; and
12. Establish and maintain data protection Processes and systems to adequately protect Confidential Information, including pertaining to destruction methods employed, how audit and system log information is protected, and having the capability to encrypt Confidential Information during transmission.

(e) All references to Process or Processing in this clause 8.5 or any other related to Infosec Requirements shall have the meaning assigned to it in the Infosec Requirements.

8.6 Data Protection.

(a) Supplier shall ensure that it complies, at its own expense, with the requirements of the GDPR, as well as any applicable national data protection laws and regulations for the Personal Data that is provided or made available by Purchaser (or any of its Affiliates or Personnel) in the course of the negotiation and performance of any Purchase Order or Supply Agreement, as independent data processor and without joint-controllership (under the meaning of the GDPR or of any other laws and regulations on Personal Data). In particular, for the access and use of supplier portals, web sites, applications and/or digital services, Supplier is data processor and the relevant supplier privacy notice will apply to Purchaser's employees and/or representatives.

(b) In the event and to the extent that the performance of any Purchase Order or the Supply Agreement implies other qualification between the Parties such as data controller or joint-controllers qualification, the Parties will ensure to include appropriate data protection provisions as required by the GDPR in the applicable Supply Agreement.

8.7 Applicable Laws. Without prejudice to all of the above, Supplier represents, warrants, certifies and covenants that it (and its Affiliates) shall comply with all Applicable Laws, and in particular with the following:

(a) human rights and internationally recognized labour rights (in particular everything related to child labour, forced labour and any kind of modern slavery), and shall adopt policies to avoid harassment at work;
(b) regulations regarding corruption and bribery, fraud and conflict of interest;
(c) regulations regarding anti-money laundering, traffic in arms or terrorism;
(d) regulations regarding anti-trust;
(e) It shall take appropriate actions necessary to protect health, safety and the environment; it has established effective requirements to ensure that any third party of Supplier's supply chain is in compliance with this clause; and shall encourage all through its supply chain environmental management systems in accordance with ISO 14001 standard (or equivalent), to improve the impact in the environment of their activities, as well as equality, inclusion and diversity policies; and
(f) It does not procure Conflict Minerals from Covered Countries (as those terms are defined by and consistent with the US Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act).

8.8 Supplier shall, in relation to all the obligations and commitments included in this clause 8: (i) inform Purchaser of any incident or non-compliance (in particular, where a possible unsafe condition is identified, Supplier shall notify the Purchaser no later than forty-eight (48) hours after the identification of the unsafe condition); (ii) actively participate in any activity promoted by Purchaser with the purpose of controlling compliance, including audits and checks on the fulfilment by the Supplier of all Applicable Law; (iii) collaborate with Purchaser with the fulfilment of questionnaires and the performance of audits and/or visits to assure compliance; and (iv) provide Purchaser, upon request, with all documentation, information or evidence of compliance.

9. Support and Spare Parts

9.1 Supplier shall provide Purchaser with Spare Parts (or, upon Purchaser's consent, an alternative replacement part that provides the same form, fit and function): (i) for as long as one (1) Aircraft on which the Item is incorporated is in operation; (ii) for Prices that shall be in no case higher than the standard Prices of the Items (and always in a way that the provision of different components of the Item, in the aggregate, is not higher than the total standard Price for such Item), irrespective of the requested quantity of units and/or Lead Time; (iii) with no additional costs or surcharges, either for priority/urgency or for minimum quantity issues; (iv) with no minimum order requirements unless the Parties mutually agree in advance; and (v) without any impact in the serial production.

9.2 In addition to the above, Supplier shall provide Purchaser with all other support activities as defined in the applicable Purchase Order or Supply Agreement.

9.3 Supplier shall not, without Purchaser's express written consent, sell or provide Items (including Spare Parts) to any third party other than Purchaser.

10. Continuous Improvement

10.1 The Supplier undertakes to support and promote, at its own cost and expense, continuous improvement to the Items, and guarantee a continuous improvement in cost, quality and service of the Items, to ensure the Purchaser at all times has the most favorable market conditions. This obligation shall include: (i) manufacturing-to-cost analysis; (ii) design-to-cost analysis, if design is part of the Scope of Work; (iii) analysis for the incorporation of technologies and processes offering optimum cost/performance ratios in the manufacture and purchases the Supplier makes associated with the Items; (iv) establishing, in agreement with Purchaser, periodical targets regarding delivery deadlines, quality or manufacturing costs; and (v) providing any detailed information demanded by the Purchaser including cost breakdowns, production methods and time records.

10.2 If the Purchaser substantiates that the Supplier's performance of its continuous improvement commitments under this clause is found deficient, the Supplier shall promptly provide the Purchaser with (i) an assessment of the issues causing the deficiency and (ii) a draft corrective action plan (including target criteria for improvement). Purchaser and Supplier shall discuss and agree upon both the assessment and corrective action plan, which shall then be binding for Supplier.

10.3 In the event no acceptable assessment or corrective action plan are proposed by the Supplier, or if the objectives of the action plan are not met within a reasonable time scale, it shall be considered a material breach of Supplier's Obligations.

11. Right of access, co-operation and information

11.1 The Supplier acknowledges and accepts that Purchaser, its Customers and/or the designated Aviation Authority will be entitled to access all Supplier sites involved in the activity covered by the Purchase Orders in order to verify the proper performance of the Obligations.

11.2 Each Party undertakes that it shall promptly and duly execute and deliver to the other Party any further documents and take any further action(s) as the other Party may from time to time reasonably request to carry out effectively the intent and purpose of the Supply Agreement or any Purchase Order. In particular, Supplier shall cooperate with Purchaser in order to fulfil Purchaser's obligations under any environmental Applicable Laws, including REACH Regulation (among others).

11.3 The Supplier undertakes to provide the Purchaser with its annual report and financial statements (audited, should that be the case), in the thirty (30) Days following its issuance (but in any case not later than June 30 every year), and -upon request- with any relevant financial information of the Supplier (or its Affiliates).

12. Personnel

12.1 Each Party shall ensure that its Personnel involved in the performance of the Supply Agreement and the relevant Purchase Orders (i) shall be appropriately qualified, skilled (including technical knowledge and language) and experienced in their respective trades or occupations; and (ii) shall, when located in the facilities of the other Party, comply with any applicable regulations of such other Party, including but not limited to health, safety, security, environment and internal regulations.

12.2 Each Party shall, if reasonably requested by the other Party, assist in applying for permits, licenses and/or approvals for any of such other Party's Personnel, when required in its country, but such other Party shall remain responsible for obtaining any such permit, license or approval for its own Personnel.

SECTION IV
SHIPMENT, TRANSPORTATION, PACKAGING, DELIVERY AND INSPECTION

13. Shipment, transportation and packaging

13.1 With each shipment or delivery, Supplier shall provide: (i) a packing list containing all information required by Purchaser or in the Quality Requirements, (ii) a commercial or pro forma invoice and (iii) all required security-related information needed for the export or import of the Items.

13.2 In addition to the information required in an invoice as per these GTC, the commercial or pro forma invoice shall include: (i) the named place of delivery; (ii) "country of origin" of the Items; (iii) customs tariff numbers of the country of consignment, as each are determined under Applicable Law; and (iv) the applicable national export control numbers.

14. Delivery, transfer of title and risk of loss

14.1 Time is of the essence of any relevant Purchase Order, and Supplier shall take all necessary or convenient measures to guarantee that delivery of Products or completion of Services is performed not later than the Due Delivery Date. Without limiting any other rights herein, if Purchaser agrees to accept deliveries after the Due Delivery Date has passed, Purchaser may require delivery by the fastest method and the total cost of such shipment, transportation and handling shall be borne by Supplier.

14.2 Supplier shall provide and guarantee manufacturing flexibility and capacity to absorb variation in the demand of the Items, without any cost to Purchaser or compensation, within the maximum rates defined in the relevant Supply Agreement.

14.3 Excusable Delay. If an Excusable Delay occurs, neither Purchaser nor Supplier shall be held responsible or in default for such delay, however in such a case Supplier shall: (i) notify Purchaser in writing, immediately after becoming aware of it, including: description of the event causing it, an evaluation of the Affected Provisions or Obligations, an indication of its probable duration and extent; and a description of the measures that will be taken; (ii) make every effort to mitigate the effects of the Excusable Delay; (iii) use best endeavours to make available to the Purchaser substitute Items in an adequate number, at no additional charge to the Purchaser; and (iv) upon cessation of the event causing the Excusable Delay, notify Purchaser in writing of such cessation, and resume the performance of its Obligations.

14.4 Further to the above, if delivery of the Products or performance of the Services is delayed or is anticipated to be delayed because of an Excusable Delay, all manufacturing, development or delivery plans and schedules may be re-scheduled as agreed between the Purchaser and the Supplier. However, Purchaser shall be entitled to terminate the Supply Agreement or any Purchase Order, or any part thereof if: (i) the Excusable Delay lasts or is anticipated to last more than one hundred and twenty (120) Days, (ii) no agreement on the re-scheduling is met, or (iii) a breach by Supplier of the re-scheduling agreement occurs.

14.5 Non-Excusable Delay. If a Non-Excusable Delay is expected to occur or occurs that causes or may cause a delay in the performance by the Supplier of its Obligations, the Supplier shall comply with all obligations set forth in clause 14.3 and, in addition, Supplier shall (i) submit for approval by the Purchaser of an action plan to recover such delay; (ii) be responsible for and pay all costs which may be incurred by itself, third parties or the Purchaser as a consequence of the Non-Excusable Delay, and in particular in the implementation of the recovery action plan; and (iii) in addition and without prejudice to all of the above, comply with all other obligations ascribed to a Non-Excusable Delay in the applicable Purchase Order or in the Supply Agreement.

14.6 In the event of a Non-Excusable Delay and in addition to and without prejudice to all of Supplier's obligations under the GTC, and any other rights the Purchaser may have at law and/or under the Supply Agreement or Purchaser Order, the Purchaser reserves the right to the following: (i) claim as liquidated damages during the Delay Period: zero point five per cent (0,5%) of the price of the delayed Item (as specified in each Purchaser Order), for each Day of delay in the delivery or completion, commencing on the Day following the Due Delivery Date, with a limit of twenty per cent (20%) of said price; (ii) invoice the above liquidated damages, which shall be paid by the Supplier within thirty (30) Days following the date of the invoice, or set off against any payment outstanding or due to the Supplier at the Purchaser's discretion; (iii) claim, in the event the amount of damage derived from the Non-Excusable Delay (in respect of all losses, expenses, costs, Claims and other damages incurred by the Purchaser) exceeds the total amount of the above liquidated damages, the full amount of such excess damage; (iv) instruct the Supplier to send the Item by other means of transportation and/or to a destination other than the one specified in the Supply Agreement or in the relevant Purchase Order, at Supplier's expense; and/or (v) make all necessary arrangements for the collection of the Item, at the Supplier's expense.

14.7 Unless otherwise stated on the Purchaser Order, the title shall pass to the Purchaser upon delivery/shipment (according to the applicable Incoterm) of the Item by the Supplier, but the passage of title to Purchaser shall not be deemed an acceptance or approval of any Item, shall not affect the allocation of risk of loss, and shall not otherwise relieve Supplier of any of its Obligations.

14.8 Regardless of whether title has passed to the Purchaser, the risk of loss for the Items remains with Supplier until delivery to and acceptance of the Items by the Purchaser in accordance with the GTC. Supplier shall at its cost promptly replace, repair or reconstruct any Items that are lost, damaged, or destroyed while Supplier bears the risk of loss.

15. Inspection and testing

15.1 In order to assess Supplier's quality and/or compliance with any Purchase Order, the Specification or the Quality Requirements, upon reasonable notice by Purchaser (a) all raw materials, components, services, assemblies, work in process, tooling and end products shall be subject to inspection and test by Purchaser (or its Customers or the Aviation Authorities) and (b) all of Supplier's facilities, books and records relating to any Purchase Order shall be subject to inspection by Purchaser or its designee.

15.2 If specific Purchaser or Customer tests, inspection or witness points are included in any Purchase Order or Specification, the Items shall not be shipped or sent without an inspector's release or a written waiver of test/inspection/witness with respect to each such point. Supplier agrees to cooperate with such/audit inspection including, completing and returning questionnaires and making available its knowledgeable representatives. Purchaser's failure to inspect or reject or detect defects by inspection shall not relieve Supplier from its responsibilities under any Purchase Order.

15.3 Purchaser's inspection, acceptance, or payment does not waive any rights to later reject Items for latent or Hidden Defects. Supplier shall bear all costs of inspection, return, and replacement of non-conforming Items.

16. Rejection

16.1 If any Item furnished pursuant to any Purchase Order is found to be defective or otherwise not in conformity with the Specification, the Quality Requirements or any other requirement in the Purchase Order, then Purchaser may, at its option and without prejudice to any other rights the Purchaser may have at law and/or under the Supply Agreement or Purchaser Order:

(a) require Supplier, at its expense, to modify, change, correct or re-perform any defective portion of the Services, and/or to immediately repair or replace the non-conforming Products with conforming Products, in any case in the period of time defined by Purchaser and complying with the Quality Requirements;

(b) take such actions as may be required to cure all defects and/or bring the Items into full conformity (such as subcontracting third parties to that effect), in which case all related costs shall be at Supplier's expense;
(c) reject and/or return at Supplier's risk and expense all or any portion of such Items;
(d) terminate the relevant Purchase Order without any liability; and/or
(e) apply an administration fee of 100 Euros related to the management of the non-conforming Product;.

16.2 For any repairs or replacements, Supplier shall perform, at its cost and expense, any additional tests or inspections requested by Purchaser to verify conformance of the repaired or replaced Items.

SECTION V
WORK PRODUCT, PURCHASER'S PROPERTY AND TOOLING

17. Work Product and ownership of IPRs

17.1 If Supplier delivers or is required to deliver to Purchaser any deliverable in connection with any Purchase Order or Supply Agreement that is Work Product, Purchaser shall own all right, title and interest (including, but not limited to any IPRs) in such Work Product and all precursor Work Product developed in connection with the Purchase Order or Supply Agreement; and Supplier waives all moral rights in the Work Product to the fullest extent permitted by law.

17.2 The Work Product has been specially ordered and commissioned by Purchaser as "work made for hire" for copyright purposes. To the extent such deliverable does not so qualify as "work made for hire", and to the extent such deliverable includes material subject to any IPR, Supplier hereby assigns to Purchaser, its successors and assigns, all right, title and interest in and to the Work Product, including all proprietary rights therein. Supplier agrees to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and to do all such other acts and things, as may be requested by Purchaser from time to time, to secure and preserve Purchaser's rights hereunder, or to enforce, defend or confirm Purchaser's right to exploit those rights.

17.3 To the extent that ownership of Work Product cannot be transferred under applicable law, Supplier grants or undertakes to procure the grant to the Purchaser of a perpetual, irrevocable, royalty free, sublicensable and worldwide license to use any and all IPRs.

17.4 Supplier will, at its own expense and as expeditiously as possible, perform all acts required to execute and perfect any of the foregoing.

18. Purchaser's Property and Tooling

18.1 All Purchaser's Property under Supplier's possession, use or custody shall be and remain Purchaser's personal property, and Supplier shall comply with Purchaser's requirements and procedures and with the applicable Purchase Order or Supply Agreement. The Supplier must have perfectly identified all Purchaser´s Property and Tooling and keep an updated inventory; in case of loss of any Purchaser´s Property, the Purchaser will have the right to be compensated.

18.2 For as long as a minimum of one (1) Aircraft on which the Item is incorporated is in operation, and including old configuration of Tooling (as necessary) for Spare Parts purposes, the Supplier undertakes that the Tooling (including that provided by the Purchaser) and all other production means shall, at the Supplier's expense: (i) meet (and be maintained to) Purchaser's and Customer's standard or Specification; (ii) be covered by an adequate insurance policy; (iii) be adequately inspected, calibrated and maintained; (iv) be replaced if missing or deteriorated; (v) be kept free and clear of all liens, charges, mortgages, encumbrances or rights of others of any kind; and (vi) guarantee capability to manufacture in any current or previous configuration of the Item. In addition, Supplier shall always keep perfectly updated and available to Buyer, a list with all Tooling and its exact location.

18.3 In the event a Modification requires adaptation or changes in the Tooling or manufacturing means which makes production of a previous configuration of the Item impossible, then such adaptation or change shall require Purchaser's prior written consent.

18.4 All Chips arising from raw material provided by Purchaser shall remain the property of Purchaser and shall be disposed of by the Supplier in accordance with the instructions of Purchaser. Supplier must credit all proceeds of sales of those Chips to Purchaser. All scrap must be replaced at the Supplier's liability.

SECTION VI
LIABILITIES, WARRANTIES AND INSURANCE

19. Contractual liability

19.1 Supplier shall be liable to Purchaser for the timely and proper performance of its Obligations under the Supply Agreement and the relevant Purchase Orders. The Supplier shall be liable for all costs, losses, damages and liabilities derived from non-compliance or breach of its Obligations, including (i) costs and expenses incidental thereto such as legal fees, incurred by the Purchaser as a consequence of the failure by the Supplier to comply with its Obligations; (ii) amounts to be paid to the Customer either by the Purchaser or by any of its Affiliates; and (iii) any amount to be paid to another supplier as the consequence of the disturbance of the production activities. Purchaser shall provide Supplier with the breakdown of the said costs, losses, damages and liabilities.

19.2 Supplier agrees that it shall not be released from its liability nor shall it claim that its liability should be limited or reduced or excluded in any manner and in any circumstances whatsoever in case of fraud or gross negligence, or on the grounds that: (i)

part or all of the work covered by the Supply Agreement or the relevant Purchase Order has been assigned to Supplier's sub-contractors; (ii) the Specification of the Item was prepared, approved or ratified, either expressly or implicitly, by the Purchaser or any Customer; (iii) the Purchaser was involved in the follow-up and/or supervision of the manufacturing process and/or work; (iv) the Item has been certified and/or approved by the Aviation Authorities or by the Customer; or (v) the Purchaser has right(s) under the Supply Agreement and the relevant Purchase Orders, which it exercised or failed to exercise.

20. Non-Contractual Liability

20.1 Each Party shall be solely liable, indemnify and hold harmless the other Party, its officers, directors, employees or insurers from and against any and all Claims connected with the death of or injury to any person whomsoever, or loss of or damages to any property of any person, entity or company (including the other Party), when and to the extent arising out of, or having its origin in the acts or omissions of the Party in connection with the performance of the Supply Agreement and the relevant Purchase Orders.

21. Warranties

21.1 Supplier warrants:

(a) that all Items provided pursuant to a Purchase Order shall be: (i) free of all Claims, liens, or encumbrances; (ii) new and of merchantable quality, not used, rebuilt or made of refurbished material; (iii) free from all defects in design, workmanship and material, including Hidden Defects; (iv) provided in strict respect of any third party Intellectual Property Rights; (v) fit for the particular purpose for which they are intended; and (vi) provided in strict accordance with all Specifications, Documentation, Quality Requirements or other requirements approved or adopted by Purchaser; and

(b) that it shall perform all its Obligations in a competent, safe and professional manner in accordance with the highest standards and best practices of Supplier's industry.

21.2 The Warranties shall (i) survive any inspection, acceptance, or payment by Purchaser and (ii) extend to and apply for the Warranty Period, and they shall apply to Purchaser, its successors, assigns and users of Items covered by the Supply Agreement or any relevant Purchase Order.

21.3 If any of the Items are found to be defective or otherwise not in conformity with the Warranties during the Warranty Period, Purchaser may, at its option and in any case at Supplier's cost, risk and expense: (i) require Supplier to inspect, remove, reinstall, ship, repair or replace/re-perform Items nonconforming with Items conforming to the Purchase Order; (ii) take any required actions to cure all defects and/or bring the Items into conformity; and/or (iii) reject and/or return all or any portion of such Items.

21.4 Any repaired or replaced Product, or part thereof, or re-performed Services shall carry Warranties on the same terms as set forth above, with the warranty period being the greater of the original unexpired warranty or thirty-six (36) months after repair or replacement. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Purchaser to verify conformance to the Purchase Order.

22. Insurance

22.1 For the duration of the Supply Agreement or any relevant Purchase Order and for the Warranty Period, Supplier shall maintain, through insurers with an acceptable rating to Purchaser and licensed in the jurisdiction where Products are sold and/or where Services are performed, the following insurance:

(a) Commercial General Liability, on an occurrence form, in the minimum amount of 2.000.000 Euros per occurrence (and at least 300.000 Euros per victim in case of Employer's Liability), with coverage for (i) bodily injury/property damage; (ii) personal/advertising injury; and (iii) products/completed operations liability; with all coverage applying on a primary basis, providing for cross liability, not subject to any retention above 1/1000 portion of the coverage, and endorsed to name Indemnitees or their respective Personnel as additional insured parties without losing the third party condition;

(b) Transportation Insurance, when transport of the Items corresponds to Supplier as per applicable Incoterm, covering the value of the affected Items, and in any case not less than 500.000 Euros, and endorsed to name Indemnitees or their respective Personnel as additional insured parties without losing the third party condition;

(c) Business Automobile Liability, Worker's Compensation, Employers' Liability, Property Insurance, Aviation Products Liability, and/or Professional Liability, each as required in the Supply Agreement or relevant Purchase Order;

(d) Cyber insurance policy, in case Supplier's Scope of Work includes software, computer programs or development of systems, or deals with Purchaser's or Customer's data or Information; and

(e) Any other insurances as required by Applicable Laws.

22.2 Insurance specified for Property, Employers' Liability and Workers' Compensation, when applicable, shall be endorsed to provide a waiver of subrogation in favour of Purchaser, its Affiliates and its and their respective Personnel for all losses and damages covered by the insurances required for those risks.

22.3 The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Purchaser be called upon to satisfy any self-insured retention or deductible under Supplier's policies, Purchaser may seek indemnification or reimbursement from Supplier where allowed by Applicable Law.

22.4 Upon request by Purchaser, Supplier shall provide Purchaser with a certificate of insurance evidencing that the required minimum insurance coverage and required extensions are in effect. Further to that, and upon request by Purchaser, copies of endorsements evidencing the required additional insured status; waiver of subrogation provision; and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s) which are not compliant with the stipulated coverages, shall in no way whatsoever imply that Purchaser has waived Supplier's insurance requirements, or any other obligations set forth herein.

SECTION VII
SUSPENSION, ASSIGNMENT, SUBCONTRACTING, CHANGE OF CONTROL AND TERMINATION

23. Suspension

23.1 Purchaser may at any time, by notice to Supplier and with neither liability nor costs to Purchaser, suspend performance (including rescheduling) of the work or activities under the Supply Agreement or any Purchaser Order for such time as it deems appropriate, but not longer than six (6) months unless otherwise specified in the Supply Agreement.

23.2 Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Supplier has on hand for performance. Upon Purchaser's request, Supplier shall promptly deliver to Purchaser copies of outstanding purchase orders and subcontracts for materials, equipment and/or services and take such action relative to such purchase orders and subcontracts as Purchaser may direct.

23.3 Purchaser may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal (in which case Supplier shall resume diligent performance on the specified effective date of withdrawal) or terminate the suspended work according to termination clauses in these GTC.

24. Assignment, subcontracting and Change of Control

24.1 Supplier may not assign, delegate, subcontract, or transfer the Supply Agreement or any Purchase Order, or any of its rights or Obligations hereunder, including payment, without Purchaser's prior written consent. Supplier shall notify Purchaser immediately of any envisaged or actual Change of Control, and any Change of Control (by operation of law or otherwise) in the Supplier shall require Purchaser's prior written consent. Should Purchaser grant consent to Supplier's assignment or Change of Control, Supplier shall ensure that such assignee shall be bound by the Supply Agreement, the GTC and the relevant Purchase Order.

24.2 and Purchaser shall have the right to terminate upon such change.

24.3 Further, Supplier shall (i) advise Purchaser of any subcontractor or supplier to Supplier that shall have at its facility any Purchaser's Property and (ii) obtain for Purchaser written acknowledgement by such assignee, subcontractor and/or supplier to Supplier of its commitment to act in a manner consistent with Purchaser's policies, and to submit to, from time to time, on-site inspections or audits by Purchaser or Purchaser's third party designee as requested by Purchaser.

24.4 Purchaser may assign, delegate, or transfer (including by change of ownership or Control, by operation of law or otherwise) the Supply Agreement or any relevant Purchase Order, or any of its rights or obligations hereunder, without Supplier's prior written consent, in favour of any third party.

24.5 Supplier shall notify Purchaser in writing, in advance, of any Industrial Change.

25. Termination

25.1 Termination. Purchaser may terminate all or part of the Supply Agreement or any Purchase Order at any time by written notice to Supplier. Such termination may be for Purchaser's convenience, for Supplier's default or for any other reason as defined in the Supply Agreement or applicable Purchase Order.

25.2 Termination for convenience. Purchaser may terminate all or part of the Supply Agreement or any Purchase Order for convenience at any time by written notice to Supplier, without stating any cause whatsoever. Upon such termination, Purchaser and Supplier shall negotiate termination costs, which shall only include Supplier's substantiated and direct costs that have or shall necessarily be incurred as a direct result of such termination. Any Supplier claim for such costs shall include all Documentation supporting such claim and shall be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the Purchaser's termination notice.

25.3 Termination for Supplier's default. Purchaser, without any liability, may by written notice of default, terminate all or part of the Supply Agreement or any relevant Purchase Order if Supplier: (i) commits a material breach of the Supply Agreement or any relevant Purchase Order, or a series of non-material breaches which when taken together amount to a material breach; (ii) becomes insolvent, goes into liquidation, ceases paying its debts as they fall due, makes an assignment for the benefit of creditors, passes a resolution for its winding up, a petition for its winding up is presented, files for protection from its creditors under any Applicable Law relating to bankruptcy or insolvency, or any analogous event in any jurisdiction shall take place; or (iii) fails to make progress which, in Purchaser's reasonable judgment, endangers material performance of the Supply Agreement or any relevant Purchase Order. Termination for default shall become effective if Supplier does not cure its breach or failure within ten (10) Days of receiving Purchaser's written notice of default, or if such failure is not capable of remedy.

25.4 If a notice of termination of the Supply Agreement and/or the Purchase Order is served, it shall specify the effective date of such termination, and at such date the Purchaser shall have the rights set out herein.

25.5 Supplier's obligations on termination. Unless otherwise specified by Purchaser, and without prejudice to all other provisions set forth in the GTC, upon Supplier's receipt of a notice of termination of all or part of the Supply Agreement or any Purchase Order for any reason, Supplier shall promptly:

(a) stop work as directed in the notice;
(b) place no further subcontracts/orders related to the terminated portion of the Supply Agreement or Purchase Order;
(c) terminate, or if requested by Purchaser, assign, all subcontracts/orders;
(d) send immediately to Purchaser, accompanied with evidence in documentary form, a status report regarding notably: (i) the Items totally completed in stock at the Supplier's facilities, (ii) the Items partially completed and their status of completion, (iii) the stocks of raw material, parts, equipment purchased from third parties by the Supplier for the purpose of performing the Supply Agreement or the Purchase Orders so terminated, and (iv) the Tooling used by the Supplier for that purpose;
(e) deliver all completed work, work in process, designs, drawings, specifications, Documentation and material required and/or produced in connection with such work;
(f) return or destroy, at the Purchaser's discretion, all data of the Purchaser used by the Supplier for the performance of the Supply Agreement or any relevant Purchase Order; and
(g) continue performance of the Supply Agreement or relevant Purchase Order to the extent not terminated by Purchaser.

25.6 As of such effective date of termination (for any reason) and in addition to and without prejudice to any other rights the Purchaser may have as per Applicable Law and/or under the Supply Agreement or any Purchase Order, the Purchaser shall be entitled to:

(a) request from the Supplier the delivery of, and the transfer of the title to any Items, whether totally or partially manufactured, at the sole risk and expense of the Supplier;
(b) accept all or part of the Item(s) which are either partially or totally completed at the time of termination (in such event, the Purchaser shall pay for totally completed Items delivered to and accepted by the Purchaser at the applicable price, and pay for partially completed Items delivered to and accepted by the Purchaser, at a price to be agreed upon between the Parties, such price to be proportionally reduced against the applicable price taking into consideration the progress status);
(c) withhold any payments due to Supplier as security for potential claims arising from the termination;
(d) offset any invoice in respect of totally or partially completed Items requested by the Purchaser against any sums due from the Supplier, or against the damages caused to Purchaser because of the termination;
(e) require Supplier to transfer all stocks already paid for by the Purchaser, including but not limited to raw material, goods, parts, Tooling, components, or equipment purchased from third parties by the Supplier for performing the relevant Purchaser Orders so terminated, without any disruption to the Customer's requirements and within a reasonable time period specified by the Purchaser. The transfer shall be: (i) at no cost to the Purchaser or to such third party in case of termination for default; or (ii) on fair and reasonable terms to be agreed upon by the Parties in the event of termination for convenience;
(f) purchase, at fair and reasonable prices, all stock not already paid for or owned by the Purchaser, including but not limited to raw material, goods, parts, Tooling, components, or equipment purchased from third parties by the Supplier for performing the relevant Purchase Orders so terminated; and
(g) be reimbursed by the Supplier, in the event of termination for Supplier's default, for all costs, expenses, losses and damages incurred by the Purchaser (i) in the remediation of Supplier's default and (ii) in the re-sourcing for the provision of the Items, including price differentials and internal administrative costs.

25.7 Without prejudice to other Purchaser's rights, in the event of a termination for default the Supplier shall not be reimbursed by the Purchaser for the portion of any of the non-recurring element of the price and/or financial contribution not previously recovered through amortisation.

25.8 Under no circumstances shall the Supplier receive pursuant to this clause an amount higher than the amount that would have been payable in the case of full performance of the Supply Agreement or the relevant Purchase Orders.

SECTION VIII
CONFIDENTIALITY AND PUBLICITY

26. Confidentiality

26.1 Supplier shall: (i) use the Confidential Information only for the purposes of fulfilling its Obligations under any Supply Agreement or Purchase Order; (ii) use, without limiting the requirements under this Section VIII, the same degree of care with the Confidential Information as with its own confidential information (which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information), except to its officers, directors, managers, and employees, solely to the extent necessary to permit them to assist the Supplier in performing its Obligations ("Authorized Parties"); and (iii) not use any reverse engineering or similar procedures to obtain or identify any of Purchaser's IPRs, without Purchaser's express written consent. Prior to disclosing Confidential Information to an Authorized Party, Supplier shall advise of its confidential nature and ensure signature of a confidentiality agreement no less restrictive than the terms of this Section VIII. Supplier acknowledges the irreparable harm that shall result to the Purchaser if the Confidential Information is used or disclosed contrary to the provisions of this Section VIII.

26.2 The restrictions in this Section VIII regarding the Confidential Information shall not be applicable as to particular portions of the Confidential Information disclosed by Purchaser to Supplier if such information: (i) is or becomes generally available to the

public other than as a result of disclosure by Supplier; (ii) was available on a non-confidential basis prior to its disclosure to Supplier; (iii) is or becomes available to Supplier on a non-confidential basis from a source other than Purchaser when such source is not, to the best of Supplier's knowledge, subject to a confidentiality obligation with Purchaser; or (iv) was independently developed by Supplier, without reference to the Confidential Information and Supplier can verify the development of such information by written documentation.

26.3 Supplier shall be liable for any breach of confidentiality by its employees, agents, or subcontractors. Purchaser may seek injunctive relief for any threatened or actual breach of confidentiality or publicity obligations.

26.4 Within thirty (30) Days of the completion or termination of any Supply Agreement or if required by Purchaser, Supplier shall return to Purchaser or destroy (with such destruction certified in writing to Purchaser) all Confidential Information, including any copies thereof. No such return or destruction of the Confidential Information shall affect the confidentiality obligations of Supplier all of which shall continue in effect as provided for in this GTC.

26.5 Any knowledge or information, which Supplier shall have disclosed or may hereafter disclose to Purchaser and which in any way relates to the Items purchased under any Supply Agreement or Purchase Order, shall not be deemed to be confidential or proprietary and shall be acquired by Purchaser free from any restrictions (other than a Claim for infringement) as part of the consideration for the Supply Agreement or the relevant Purchase Order; and notwithstanding any copyright or other notice thereon, Purchaser shall have the right to use, copy, modify and disclose the same as it sees fit.

26.6 Notwithstanding the foregoing, if Supplier is requested or required by interrogatories, subpoena or similar legal process, to disclose any Confidential Information, it shall provide Purchaser with prompt written notice of each such request/requirement, to the extent practicable, so that Purchaser may seek appropriate protective order, waive compliance by Supplier with the provisions of this Section VIII, or both. If, absent the entry of a protective order or receipt of a waiver, Supplier is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Supplier may disclose such Confidential Information to the persons and to the extent required without liability under this Purchase Order and shall use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

27. Publicity

27.1 Supplier shall not, without Purchaser prior written consent: make any announcement; take or release any photographs (except for the fulfilment of its Obligations); or release any information, concerning the Supply Agreement or any Purchase Order or with respect to its business relationship with Purchaser, to any third party, except as required by any Applicable Law.

27.2 Supplier shall not, without prior written consent of Purchaser (a) use in advertising, publicity or otherwise, Purchaser's or any Affiliate's name, trade name, trademark, logo or simulation of it (or of any of their officers or employees), or (b) represent, directly or indirectly, that any Products or Services provided by Supplier has been approved or endorsed by Purchaser.

SECTION IX
MISCELLANEOUS

28. Independent Parties

28.1 Neither Purchaser nor Supplier shall have the right to contract or enter into commitments on behalf of or in the name of the other and shall not by course of conduct or otherwise hold itself out to third parties as having such authority.

29. Waiver

29.1 Any Party's failure or delay to enforce, at any time, any provision of GTC, Supply Agreement or Purchase Order, or any part thereof, shall not constitute waiver of such provision or affect the validity of GTC, the Supply Agreement or the Purchase Order or any part thereof, nor shall it prejudice the rights of Purchaser or Supplier to enforce such provision at a subsequent time.

30. Amendments

30.1 These GTCs may be modified by Aernnova from time to time, generating the corresponding version which must always be updated and available at the URL specified in these GTC.

31. Severability

31.1 Any Affected Provision shall, to the extent required by Applicable Law, be severed from the GTC, the Supply Agreement or the Purchase Order (as the case may be), and rendered ineffective in so far as possible without modifying the remaining provisions, but: (i) where the provisions of any new Applicable Law may be waived, they are hereby waived to the fullest extent permitted by such law, with the result that those Affected Provisions shall be valid and binding and enforceable in accordance with its terms; (ii) any Affected Provision shall be given the lawful interpretation that most closely reflects the Parties' original intention; (iii) the Parties shall replace, as far as practicable, any Affected Provision with another having substantially the same effect in its legal and commercial content as the severed provision, but which is not prohibited, unlawful or unenforceable; and (iv) such circumstance shall not void or affect the validity of other paragraphs, clauses or provisions in the GTC, Supply Agreement or Purchase Order.

32. Survival

32.1 All sections or clauses herein which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of any Supply Agreement or Purchase Order shall survive and remain in force after such expiry or termination, including, but not limited to clauses 1-3, 8-10, 17-22 and 24-35, all included.

33. Governing law

33.1 This Purchase Order (and all non-contractual or other obligations arising out of or in connection with it) shall in all respects be governed by and interpreted in accordance with the laws of the country in which the Purchaser has its registered office, excluding any conflicts of law provisions. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Supplier waives any right to object to the jurisdiction or venue of Purchaser's local courts. Purchaser may seek interim or injunctive relief in any jurisdiction as necessary to protect its interests.

34. Dispute Resolution

34.1 In the event of any dispute arising out of or in connection with this Purchase Order, including any question regarding their existence, validity, interpretation, breach, violation or termination, the Parties agree to submit such dispute to the Courts of the city in which the Purchaser has its registered office.

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