

Terms and Condition for Suppliers

of

Elevate Aircraft Seating



Revision 00, July 01st 2025

Table of Content

1.	Definitions	5
2.	Subject of the Terms and Conditions.....	5
2.1.	Term and Termination	5
2.1.1.	Term	5
2.1.2.	Individual Projects	5
2.1.3.	Support Period	5
2.1.4.	Termination	6
2.2.	Sale of Product.....	6
2.3.	Ordering Product	6
3.	Commercial Requirements	7
3.1.	Non-Recurring Costs.....	7
3.2.	Recurring Pricing	7
3.3.	Pricing Terms.....	8
3.4.	Payment Terms	8
3.5.	Shipping Terms.....	8
3.6.	Contribution to Programs	9
3.6.1.	Supporting Requirements	9
3.7.	Delivery Performance.....	9
3.8.	Quality Performance	9
3.9.	Continuous Improvement.....	10
4.	Ordering.....	11
4.1.	In general.....	11
4.2.	Ordering Methodology	11
4.3.	Intentionally left blank.	11
5.	Delivery	11
6.	Warranty.....	13
6.1.	Seller's Warranties.....	13
6.2.	Warranty Period and Remedies.....	13
6.3.	Intentionally left blank	14
6.4.	Assignment of Warranty	14
6.5.	Limitations of Warranty Obligations	14
7.	Obsolescence, Support Period and Interface Commitment	14
8.	Stop Work Notice	15
9.	Event of Default.....	15
10.	Remedies	15
11.	Indemnification	16
12.	Operational Procedures	16
12.1.	Project Management	16
12.2.	Assurance of Performance.....	16
12.3.	Subcontracting.....	17
12.4.	Program Surveillance	17
12.5.	Program Reviews, Right to Audit and Quality Management System.....	17

13.	Step-In and Withdrawal Right.....	18
14.	Changes and Change Request Process	19
15.	Miscellaneous	19
15.1.	Intentionally left blank.	19
15.2.	Survival.....	19
15.3.	No Waiver	20
15.4.	Insurance	20
15.5.	Excusable and Non-Excusable Delays.....	20
15.6.	Intellectual Property.....	20
15.7.	Machines, Tooling and Ownership.....	20
15.8.	Order of precedence	21
15.9.	Conflict Minerals	21
16.	Compliance with Laws	21
17.	Confidentiality.....	23
18.	Publicity	24
19.	Environmental and Safety Issues	24
20.	Governing Law and Jurisdiction	24
	Attachment 01 – Definitions and Abbreviations.....	25
	Attachment 02 – Intentionally left blank	27
	Attachment 03 – Intentionally left blank	27
	Attachment 04 – Products of Seller	27
	Attachment 05 – Intentionally left blank	28
	Attachment 06 – Intentionally left blank	28
	Attachment 07 – Pricing	28
	Attachment 08 – Production and Aftermarket Support.....	30
	Attachment 09 – Shipping Instructions	31

Preamble

These terms and conditions are defining the partnership between Seller and Elevate Aircraft Seating LLC, located in 5511 Skylab Road, Huntington Beach, CA 92647, USA, and Elevate Aircraft Seating GmbH, located in Hans-Geiger-Strasse 12, 67661 Kaiserslautern, Germany jointly defined as "Elevate Aircraft Seating". Seller and Elevate Aircraft Seating may each be referred to individually as a "Party" or jointly as the "Parties".

WHEREAS

- A. Elevate Aircraft Seating designs, manufactures and maintains passenger aircraft seat systems, including surrounding furniture, and desires to equip such passenger aircraft seat systems with Seller's Products.
- B. Seller has experience and expertise in the design, manufacture, and qualification of certain Products, and designs, manufactures, certifies, sells and maintains such Products for incorporation into passenger aircraft seat systems.
- C. Under these terms and conditions ("T&C" or "T&Cs") Elevate Aircraft Seating may enter into individual Projects with Seller as set forth in individual Statements of Work ("SOW" or "SOWs").
- D. Elevate Aircraft Seating and Seller desire that the following terms – if not prevailed by a dedicated GTA - apply to all orders covering Products sold to Elevate Aircraft Seating by Seller under these T&Cs.

Now, therefore, in consideration of the mutual covenants set forth herein, and other valuable consideration, the Parties agree as follows:

1. Definitions

All definitions herein shall have the meaning as assigned in Attachment 01 “Definitions and Abbreviations” to these T&Cs.

2. Subject of the Terms and Conditions

2.1. Term and Termination

2.1.1. Term

These T&Cs shall apply to all orders placed by Elevate Aircraft Seating at Seller. The Parties acknowledge that, pursuant to current practices, standard quotation forms, standard PO's and other forms (including terms and conditions contained in catalogues) are often used, which forms contain terms and conditions intended to be applicable to a purchase and sale between a buyer and a seller. The Parties agree that no such terms and conditions as appear on such standard forms or catalogues shall become part of these T&Cs even though such forms may be utilized by representatives of any Party or all Parties or accepted by the other(s) without objection. It is the specific intent of the Parties that these T&Cs shall prevail over any such general terms and conditions.

These T&Cs do not imply, nor may it be construed as creating, any exclusivity or commitment by Elevate Aircraft Seating to place orders at Seller.

For the avoidance of doubt: if Elevate Aircraft Seating and Seller decides to conclude on a dedicated General Terms Agreement (“GTA”), such GTA prevails over these T&Cs.

2.1.2. Individual Projects

Each individual project between Seller and Elevate Aircraft Seating shall be governed by a dedicated SOW, under which Purchase Orders shall be issued (“PO” or “POs”). Each such SOW (along with each such related PO) shall determine all project-related details and specifics such as milestone dates. Seller shall fully comply with Elevate Aircraft Seating's specifications, agreed milestone dates and all other detailed regulations as per the SOW / PO.

Each SOW or PO shall set forth specific terms and conditions applicable only to the specific Project mentioned therein. For the avoidance of doubt, the terms of a SOW or PO shall not prevail over these T&Cs except for terms of specific applicability as to the specific Project governed by such SOW or PO. The SOW or PO shall not be considered an amendment to these T&Cs.

2.1.3. Support Period

Seller agrees to support each of its Products for a period of at least fifteen (15) years commencing on the EIS defined in the applicable SOW (“Support Period”). During this time, Seller must ensure that maintenance, repair and modification of the Product shall be possible in its facilities, and that Products, Spares and support are available for order by Elevate Aircraft Seating to meet its needs for operation, repair, modification or replacement of the relevant Products.

During the Support Period, general technical remote support for existing Products provided by Seller is free of charge.

In case of any warranty repairs performed by Seller under this Article, the warranty shall continue for the longer of:

- the remainder of the original warranty period of the repaired Product, or
- only with respect to the specific repaired defect, twelve (12) months from the date of such repair, unless within such period Elevate Aircraft Seating or an Affiliate hereto has claimed such repair to be defective.

For any Product replaced, the remaining warranty period of the replaced Product shall apply.

In the case of out of warranty repairs performed by Seller, the warranty period shall be twelve (12) months on labor and material calculated from the date of such repair by Seller.

If the out of warranty repairs are performed by Elevate Aircraft Seating or an Affiliate hereto, the warranty period for the replaced material shall be twelve (12) months, calculated from the date of such repair by Elevate Aircraft Seating or an Affiliate hereto.

All repaired Products delivered hereunder shall conform with all applicable airworthiness requirements and technical specifications.

2.1.4. Termination

Elevate Aircraft Seating may, without prejudice to its other rights or remedies, terminate these T&Cs with Seller based on the occurrence of an “Event of Default” as described in Article 9 “Event of Default”.

Upon the occurrence of an Event of Default, Elevate Aircraft Seating shall issue a written notice to Seller, which shall provide Seller with ten (10) Days from the date of said notice (or such longer period as Elevate Aircraft Seating shall authorize in writing), to cure the Event of Default.

If Seller does not correct such Event of Default within the cure period, Elevate Aircraft Seating shall be authorized to issue a Termination Notice to Seller. Elevate Aircraft Seating shall forward to Seller within thirty (30) Days of the effective date of the Termination Notice an accounting setting forth all amounts owed by Elevate Aircraft Seating to Seller and all amounts owed by Seller to Elevate Aircraft Seating.

2.2. Sale of Product

Seller hereby agrees that Products manufactured per Elevate Aircraft Seating’s specification as well as Products carrying an Elevate Aircraft Seating specific part number shall only be sold and/or supplied to Elevate Aircraft Seating.

2.3. Ordering Product

Elevate Aircraft Seating shall only issue a PO in accordance with a SOW, provided that Elevate Aircraft Seating or an Affiliate hereto may issue POs for Aftermarket Support without a corresponding SOW.

For the avoidance of doubt, Elevate Aircraft Seating shall have no obligation to issue any PO under these T&Cs.

3. Commercial Requirements

3.1. Non-Recurring Costs

For any (i) non-recurring services, (ii) non-standard Product or (iii) as requested by Elevate Aircraft Seating, the Seller shall provide (x) all necessary cost data, (y) source documents for direct and indirect costs, and (z) assistance at Seller's facility in support of cost and performance reviews performed by the Parties pursuant to cost reduction initiatives.

3.2. Recurring Pricing

The prices and firm fixed price period (applicable during the serial production phase) for each Project shall be agreed upon by the Parties for each Project individually. After the firm fixed price period, the prices shall increase according to the price escalation formula as set forth in Attachment 07 "Pricing", provided that this increase shall not exceed two percent (2%) per year.

Seller agrees not to increase its prices more than once per calendar year. For the avoidance of doubt, for POs issued in any calendar year, Seller shall not increase prices until the calendar year thereafter.

Prices agreed on PO's remain unchanged until Delivery of the respective Product.

Seller shall give Elevate Aircraft Seating at least ninety (90) Days advance written notice of any increase in price, which notice shall include the mathematical data demonstrating the change to Seller's labor and material costs in accordance with Attachment 07's price escalation formula.

Seller shall provide Elevate Aircraft Seating a complete line-item price lists, in accordance with a template provided by Elevate Aircraft Seating by June 30 of each year for all previously existing programs and future Projects covered by a SOW.

All prices for the Products and Spares are exclusive of all excises, sales, use or similar taxes, the payment of which shall be the sole responsibility of Elevate Aircraft Seating unless Elevate Aircraft Seating provides Seller with reasonably acceptable tax exemption certificates.

Seller agrees and acknowledges that Elevate Aircraft Seating may subcontract any of its responsibilities to third parties. Any such subcontracting shall be under terms and conditions solely negotiated between Elevate Aircraft Seating and the third party, provided that Elevate Aircraft Seating shall be solely liable for any obligations under such subcontracting arrangements and such arrangements shall not relieve Elevate Aircraft Seating of any of its responsibilities as set forth herein.

Seller shall properly investigate and ensure that all its subcontractors are financially solvent and financially capable.

Seller may only request price revisions in the following cases:

- additional features are requested by Elevate Aircraft Seating that are not included in its original specification.
- different or additional functionalities are requested by Elevate Aircraft Seating.

In above-mentioned scenarios, Seller shall provide a good faith calculation of the price impact related to the requested changes, as well as a summary of the primary cost drivers based on man-hours per discipline to Elevate Aircraft Seating.

Neither Party shall not be entitled to assign its rights or obligations under these T&Cs to any third party without the prior written consent of the other Party. Assignment to an Affiliate of a Party may be consented to provided that the assigning Party either receives a performance guarantee from its parent or the assigning Party shall remain jointly and severally liable for any obligations of the assignee.

3.3. Pricing Terms

Prices shall be in EUR or USD, to be agreed by the Parties.

If Seller is awarded an additional order or contract by Elevate Aircraft Seating or another Elevate Aircraft Seating entity or via any third party that results in any price less than that already established, Seller agrees to notify the Elevate Aircraft Seating procurement representative immediately of said price reduction and shall extend such price reductions to all orders placed by Elevate Aircraft Seating, including all future Third-Party orders.

3.4. Payment Terms

Payment terms for POs shall be, at Elevate Aircraft Seating's option at time of payment, ninety (90) Days net following receipt of Sellers invoice (no earlier than date of the relevant completed PO shipment) and receipt of Sellers Products at the Delivery address on the Delivery date provided in the relevant PO.

If an error in payment is discovered by Elevate Aircraft Seating or Seller, a written notification will be submitted to the other Party and the Parties will cooperate in good faith to promptly resolve such error.

3.5. Shipping Terms

All deliverables shall be delivered DDP to the Delivery location as defined in the applicable PO (the "Delivery"). The Incoterms 2020 published by the International Chamber of Commerce shall apply.

For the avoidance of doubt – Seller is required to organize shipment of the Deliverables to a location specified by Elevate Aircraft Seating. It is Sellers sole responsibility to select an appropriate mode of transportation and ensure timely shipment to the destination defined by the respective PO. All associated costs, risks, and delays shall be borne by Seller.

Seller shall be provided with a major milestone schedule and tentative on-dock dates for the Products to be delivered, which schedule may be subject to change from time to time.

Seller shall use such specified dates for planning purposes only to ensure the Products needed for the applicable Project are delivered on time. Final and exact Delivery dates shall be specified in the applicable PO, and such Delivery dates may differ from the initial schedule.

Seller shall pack its Products and shipments in accordance with international standards and all applicable governmental regulations. Any electronic Products shall be packed according to ATA 300, Level 3. Seller shall not charge Elevate Aircraft Seating for any costs related to the packing of the Products. For the avoidance of doubt: Products received damaged by Elevate Aircraft Seating due to Seller's improper packaging of such Products will be replaced by Seller at no charge to Elevate Aircraft Seating.

The maximum Lead Time for the Products shall be sixty (60) Days from the date of the PO by Elevate Aircraft Seating until Delivery of the Products at Elevate Aircraft Seating. The Lead Time for Spares shall be identical to the Lead Time for the applicable Products for which such Spares serve as replacements.

Enough Products shall be stocked by Seller to support this Agreement.

3.6. Contribution to Programs

3.6.1. Supporting Requirements

Any Products required to assist Elevate Aircraft Seating's supporting requirements, including but not limited to color and appearance samples, design studies, Product qualification, test requirements, conversion of test requirements (including simulator items), factory support and upgrade of lab equipment to final delivery configuration will be provided to Elevate Aircraft Seating at no cost.

3.6.2. Sale Campaigns

Seller agrees to negotiate in good faith any special terms which may be required to secure major orders, launch customers or presentations of Elevate Aircraft Seating products at trade shows, which terms shall be no less advantageous to Elevate Aircraft Seating than the terms defined herein.

3.7. Delivery Performance

The required delivery schedule for Product(s) will be indicated on POs. If Seller fails to meet its scheduled delivery dates, Elevate Aircraft Seating may require expedited shipments from Seller. If Elevate Aircraft Seating elects to require expedited shipments, Seller will be responsible for all costs related to such expedited shipments.

In the event that Seller fails to adhere to delivery schedules set forth in POs, except where caused by circumstances for which Seller is not responsible, then Elevate Aircraft Seating may claim liquidated damages equal to one percent (1.0%) of the then-current price of the delayed PO value for each Day of delay, commencing on the fifth day after the PO due date, and continuing until such Product(s) is delivered, up to a maximum of 30% of the PO value. Both Parties will work to minimize the damage that might occur in such a situation. For the purposes of the foregoing, no delivery shall be deemed made until the Product(s) under any applicable PO are delivered to Elevate Aircraft Seating at the delivery point specified in such PO. Such liquidated damages may be debited to Seller's account. The right of Elevate Aircraft Seating to claim liquidated damages is in addition to and not in substitution of any rights Elevate Aircraft Seating may have at law.

3.8. Quality Performance

Seller and its subcontractors shall maintain an approved Product quality assurance program. Seller shall permit Elevate Aircraft Seating to review procedures, processes, and related documents to determine the acceptability of the quality program or other similar business practices. Seller shall ensure that each Product delivered fully conforms to the related specification, and all applicable engineering data, specifications, and regulatory requirements, and is properly marked to the extent required by Elevate Aircraft Seating, regulations, and good industry practices.

Seller shall be fully responsible for planning, implementing, controlling and maintaining processes – appropriate to each Product – for the prevention of Counterfeit Parts or suspect Counterfeit Parts' use and the inclusion in Product(s) delivered to Elevate Aircraft Seating. Seller shall immediately notify Elevate Aircraft Seating upon identification of one or more Counterfeit Parts or a suspect Counterfeit Parts.

Failure to maintain an operational Counterfeit Part detection and avoidance system shall be an Event of Default, as further defined in Article 9, and Elevate Aircraft Seating shall have all remedies available for an Event of Default, including, but not limited to, claiming reimbursement from Seller for all costs of any corrective actions or rework and replacement that may be required to remedy the use or the inclusion of such Counterfeit Parts.

Overall, Seller shall always maintain a Seller quality rating of ninety-eight percent (98.0%) or higher in accordance with Elevate Aircraft Seating's quality clauses and bilaterally agreed upon KPI's.

If Seller's quality rating falls below ninety-eight percent (98.0%), Seller shall conduct a root-cause analysis and provide Elevate Aircraft Seating with a corrective action plan outlining the tasks necessary to ensure timely and complete resolution of any problem. If Seller's quality rating falls and remains below ninety-eight percent (98.0%) for more than sixty (60) Days, then the Parties shall work together on the launching of an improvement plan aimed at bringing Seller's quality rating back to at least ninety-eight percent (98.0%). During such time:

- Seller shall be responsible for all costs and fees related to the hiring of third-party source-inspection if determined to be necessary by Elevate Aircraft Seating in its sole discretion to ensure expected Product quality.
- Elevate Aircraft Seating has the right to visit Seller's premises at any time required with 24-hours' notice to monitor Seller's performance (e.g. OTD).

Elevate Aircraft Seating reserves the right to charge Seller a US\$ 500.00 fee for each Non-Conformance Report (NCR) written against Seller's Products and deliverables.

3.9. Continuous Improvement

Elevate Aircraft Seating and Seller agree to work together to identify continuous improvement initiatives which:

- Decrease Seller's costs by affecting the manufacturing and assembly process at Seller's facilities and Seller's subcontractor facilities.
- Reduce Elevate Aircraft Seating's Products' weight without impairing any essential functions or characteristics or reliability of the Product.
- Produce a net reduction in the cost to Elevate Aircraft Seating of installation, operation, maintenance or production of the Product; and/or improve producibility, reliability, expected life, or maintainability of the Product.

Proposed changes shall not impair any essential functions or characteristics of the Products or Tooling if not otherwise agreed upon by the Parties.

Elevate Aircraft Seating may accept, in whole or in part, any continuous improvement initiative proposal by issuing a Change Order or authorization to proceed from Seller. Until such a change or authorization to proceed has been issued by Seller, the Parties shall remain obligated to perform in accordance with these terms. Where Elevate Aircraft Seating and Seller identify areas of improvement, beyond those previously anticipated, identified and documented in the contract price, the Parties will determine the amount of savings that will result from the improvements and share the savings based upon factors including but not limited to source of the idea, effort expended by the Parties (implementation of the design and implementation of the manufacture), ownership of intellectual property (if applicable), and other relevant factors. Where a saving is identified and documented, the Parties shall agree to reduce the Products' price. Seller suggestions disapproved by Elevate Aircraft Seating may be given due consideration in achievement of cost reduction goals and strategies of the Parties.

4. Ordering

4.1. In general

Elevate Aircraft Seating may issue POs to Seller to order Products or Services. Seller, upon receipt of any PO, shall accept the PO and perform the work required to fulfill the PO in accordance with the delivery schedule or the On-Dock Dates (ODD) as set forth therein. Each PO may contain a description of the Product or Service being ordered, a reference to the applicable specifications, drawings or Seller's part number, the quantity and prices, the delivery schedule, the terms and place of delivery, associated documentation to be provided and any special terms or conditions, as required. Each PO shall be governed by and deemed to include the provisions of these T&Cs. No other terms and conditions besides those contained in these T&Cs shall apply.

In addition to that, Seller agrees to support any kind of vendor scheduling process with Elevate Aircraft Seating and Seller's sub-suppliers to ensure timely delivery and availability of necessary raw materials during serial production and the entire Support Period.

4.2. Ordering Methodology

To be agreed upon between Seller and Elevate Aircraft Seating as part of project-related SOWs.

4.3. Intentionally left blank.

5. Delivery

5.1. Seller shall deliver all Products and deliverables ordered by Elevate Aircraft Seating via PO in strict accordance with the agreed upon delivery schedule and on-dock-dates, if Seller may deliver any such Products and deliverables up to five (5) Days in advance of the delivery due date or on-dock date specified in any PO.

5.2. If Seller encounters or anticipates difficulty in fulfilling the delivery schedule, Seller shall immediately notify Elevate Aircraft Seating in writing upon discovery of potential delays, including an estimation of the period of delay, as well as documentation of the corrective actions being taken by Seller or its suppliers to prevent or recover from the delay. Seller shall, at its sole expense, fully avoid or minimize any such delay possible. Nothing herein shall be construed to prejudice any of the rights or remedies provided to Elevate Aircraft Seating under these T&Cs.

5.3. Intentionally left blank.

5.4. All Products are to be delivered with mutually agreeable quality and shipping documentation, as required and defined by Elevate Aircraft Seating in the applicable PO and any applicable regulatory agency, which documentation shall include a CoC. The Products shall not be considered received until Elevate Aircraft Seating has received all required documents. Elevate Aircraft Seating shall have the right to reject and return Products to Seller – at Seller's expense – if any required documents are not provided or properly completed or executed.

- Seller shall ensure that all Products conform to the applicable airworthiness requirements and the Product's Specification. Product sources and specifications shall be established and documented and made available to Elevate Aircraft Seating. Seller shall be responsible for obtaining relevant certification paperwork with the assistance of the integrator and the Aircraft-OEM. In case such certification

paperwork cannot be obtained, Seller shall inform Elevate Aircraft Seating or its assigned Affiliate no later than three (3) months prior to the scheduled Delivery. In such case, Elevate Aircraft Seating or its assigned Affiliate and Seller shall mutually agree on an alternative solution sufficient to ensure that Products can be installed in completed aircraft in compliance with all applicable regulations. Subsequent Products, harnesses and Spares shall be released by Seller with an FAA 8130-3 or EASA Form-1 tag, as appropriate, at no additional cost to Elevate Aircraft Seating. In addition, Seller shall certify that it is an accredited distributor meeting the quality standards under ISO9100. Additionally, Seller shall be registered as a certified supplier in the International Aerospace Quality Group (IAQG) - Online Aerospace Supplier Information System (OASIS).

- The appropriate set of documentation as defined under <https://www.elevate-seats.com/terms> [PARTS CATEGORY] shall be provided by Seller with respect to each applicable category of the Product.

5.5. Seller shall adhere to the following Program protocol for all deliverables:

Deliverables shall not be considered received until Elevate Aircraft Seating has inspected and approved such deliverables in its sole discretion.

Elevate Aircraft Seating shall use reasonable efforts to accept or reject Products or Services within thirty (30) Days after Delivery of such Products or Services, unless otherwise provided in the respective SOW. Elevate Aircraft Seating's failure to inspect and accept or reject the Products or Services shall not relieve Seller from responsibility, nor impose liability on Elevate Aircraft Seating, for nonconforming Products or Services. Title of Products shall transfer upon acceptance by Elevate Aircraft Seating.

5.6. Seller must ensure full compliance with Regulation (EC) No 1907/2006 (REACH) and Directive 2002/95/EC in its latest revision; not limited to classification, labelling and packaging, import and use restrictions, substance bans, information or notification requirements.

There may be exemptions applicable that require a prior mandatory assessment of feasible technical alternatives and a socioeconomic impact analysis. If Seller's delivery would include a restricted or banned substance listed in such regulation, Seller must immediately inform Elevate Aircraft Seating prior to such delivery.

Seller shall review all applicable laws and regulations for the actual and complete list of restricted or banned substances or uses with respect to any Products. Seller shall be responsible for ensuring that no Product(s) contains or incorporates restricted or banned substances.

5.7. Seller commits to providing accurate information on the classification of goods, particularly the tariff number and export control classification according to the applicable EU and US regulations. Seller ensures that the tariff numbers provided correspond to the Harmonized System (HS) codes and that the export control classifications comply with both the EU Dual-Use Regulation (Council Regulation (EC) No 428/2009) and the US Export Administration Regulations (EAR). Seller undertakes to inform us of any goods subject to export control and to obtain all necessary shipping permits for dispatch to the specified delivery address. Seller confirms that it possesses the necessary expertise and takes all required measures to ensure the accuracy and completeness of this information.

5.8. Seller commits to providing all necessary additional trade documents for customs clearance and utilization of EU free trade agreements with third countries, where applicable. This includes – but not limited to – certificates of origin such as the EUR.1 form, as well as other relevant documents required according to Regulation (EU) No. 952/2013 establishing the Union Customs Code and its corresponding implementing regulations. Seller ensures that these documents are completed fully and accurately to facilitate smooth

customs clearance and utilization of preferential tariffs under EU free trade agreements. Seller commits to considering the free trade agreements between the EU and their country and taking all necessary measures to benefit from these agreements.

Seller is responsible for independently verifying whether a free trade agreement exists for their goods, whether the goods meet the requirements, and for providing the necessary documentation autonomously. A list of countries with which the EU has concluded free trade agreements can be found at the following link:

- https://policy.trade.ec.europa.eu/eu-trade-relationships-country-and-region_en
- <https://trade.ec.europa.eu/access-to-markets/en/home>
- <https://trade.ec.europa.eu/access-to-markets/en/non-eu-markets>

Seller confirms that they possess the necessary expertise and are taking all required measures to ensure compliance with these regulations and laws.

5.9. Intentionally left blank.

5.10. All Products delivered by Seller must be traceable by Part Number, manufacturer, Serial Number or lot/batch number, delivery date, quantity of delivered parts incl. any subcontractors components. Delivery information and documents with respect to all Products must be archived at Seller for at least ten (10) years following delivery of such Products.

5.11. For all items received by Seller pursuant to an Elevate Aircraft Seating PO issued to a third party, Seller shall immediately confirm receipt of such Products to Elevate Aircraft Seating after successful performance of an incoming inspection.

6. Warranty

6.1. Seller's Warranties

Seller warrants that each Product sold and/or delivered, or to be delivered to Elevate Aircraft Seating or its designated recipients, shall (i) be free from defects in materials and workmanship from the date of Delivery (DPU) of the individual Product for a period of sixty-three (63) months ("Warranty Period") and, without limiting the generality of the foregoing, shall in particular, (ii) fully conform to the requirements of Elevate Aircraft Seating and (iii) to the extent not manufactured pursuant to detail design and specifications provided by Elevate Aircraft Seating, be free from any defects in design, materials and workmanship.

6.2. Warranty Period and Remedies

6.2.1. If, within the Warranty Period, any Product fails to comply in any respect with the warranty set forth in this Article, Seller shall, at Elevate Aircraft Seating's discretion, (i) make all necessary Corrections or (ii) authorize Elevate Aircraft Seating to make such Corrections.

6.2.2. All Corrections made by Seller and all Corrections made by Elevate Aircraft Seating pursuant to this Article shall be at Seller's sole expense, including but not limited to all applicable freight and custom charges.

6.2.3. The TAT for any Product under Correction / Repair shall not exceed fifteen (15) Days for processing including one-way shipping time.

6.2.4. In the event Seller fails to meet the guaranteed TAT, Seller shall provide Elevate Aircraft Seating with an exchange Product at no additional cost. If no exchange Product is available Seller shall provide a loan item. The exchange Product shall be at least of the condition and same modification status as the Product originally delivered to Seller after repair. Seller may provide Elevate Aircraft Seating with a Product with a higher modification status after having received a written approval of Elevate Aircraft Seating and only if the Product originally delivered to Seller and the exchange Product are interchangeable. Upon request, Seller shall submit to Elevate Aircraft Seating all relevant data concerning the exchange Product including, but not limited to, repair history data.

6.2.5. Any failure of Seller to carry out the foregoing in a manner reasonably satisfactory to Elevate Aircraft Seating may, at the option of Elevate Aircraft Seating, be considered a material breach.

6.3. Intentionally left blank

6.4. Assignment of Warranty

Elevate Aircraft Seating shall have the right to assign the remaining warranty set forth in this Section to any purchaser of the seat system and/or related furniture upon which any Product is installed and Elevate Aircraft Seating shall notify Seller in writing of any such assignment, if required by Seller or assignee to enable assignee to pursue such warranty.

6.5. Limitations of Warranty Obligations

The provisions of this Article shall not apply if (i) the Product delivered installed, used or serviced in a manner inconsistent with Elevate Aircraft Seating's or Seller's applicable service manuals, bulletins or instructions, or (ii) as to a Corrected Product only, Seller can demonstrate that such Product's defect is solely attributable to Elevate Aircraft Seating.

7. Obsolescence, Support Period and Interface Commitment

Seller shall be fully responsible for providing support during the Support Period. During the Support Period for any Product, Seller shall be capable of producing, repairing and maintaining such Product. If a Product modification due to obsolescence or change of product subcomponents or modules is required to be performed within the Support Period, Seller shall take the corresponding necessary steps to allow for continuous maintenance and repair of the Product (including documentation and requalification) at no extra costs to Elevate Aircraft Seating.

In accordance with ISO 9100 procedures, the Products shall be under strict configuration management control. Documented changes and upgrades due to component configuration changes or obsolescence shall be handled in accordance with the ISO 9100 procedures.

A process of identification of configuration control shall be established in accordance with FAA regulations for parts certified under TSO/eTSO and/or PMA authority. Changes to component configuration and the applicability of said changes shall be coordinated through Seller for appropriate PMA, TC and STC interfaces.

Seller shall support a pro-active obsolescence management strategy.

Seller shall notify Elevate Aircraft Seating a minimum of twelve (12) months in advance of the obsolescence or superseding of any Products. In the case of changes, Seller shall notify Elevate Aircraft Seating a minimum of eighteen (18) months in advance of whenever such changes may affect compliance status.

When depot spare Products are deemed no longer airworthy as determined by applicable regulatory airworthiness agency, Seller shall replace any such parts with the spare Products of the latest configuration, at no charge to Elevate Aircraft Seating, and cover related cost integration of such replacement parts.

All other cases of obsolescence (e.g. Product remains useable) shall be implemented under a phase-in plan to be supplied by Seller and approved by Elevate Aircraft Seating.

8. Stop Work Notice

Elevate Aircraft Seating may at any time, by written notice to Seller, require Seller to stop all or any part of the work called out by a contract issued under these T&Cs. Any such notice shall be specifically identified as a “Stop Work Notice”.

Upon receipt of such Stop Work Notice, Seller shall promptly comply with its terms and take all reasonable steps to minimize the costs arising from the work covered by the Stop Work Notice during the period of work stoppage.

Within the period established in the Stop Work Notice, including any extension thereof, Elevate Aircraft Seating shall either (i) cancel the Stop Work Notice or (ii) terminate the respective PO.

Seller agrees to promptly resume work in the event Elevate Aircraft Seating cancels such Stop Work Notice.

9. Event of Default

Seller agrees that the occurrence of any one or more of the following events shall constitute an event of default (each an “Event of Default”).

- 9.1. Any failure by Seller to perform or comply with any term, condition, representation, warranty or obligation set forth in these terms;
- 9.2. Seller’s declaration that it is unable to meet its commitments as set forth in contracts issued under these terms;
- 9.3. (i) the suspension, dissolution or winding up of Seller’s business, (ii) Seller’s insolvency or its inability to pay debts, or its nonpayment of debts as they become due, (iii) the institution of bankruptcy, reorganization, liquidation or such other proceedings by or against Seller or appointment of a custodian, trustee, receiver or similar person for Seller’s properties or business, (iv) an assignment by Seller of any of its assets for the benefit of its creditors, or any action of Seller for the purpose of effecting or facilitating any of the foregoing; or
- 9.4. A change of control of Seller to a competitor of Elevate Aircraft Seating to which Elevate Aircraft Seating has not provided its prior written consent.

10. Remedies

Upon the occurrence of any Event of Default, and in addition to any other remedies available to Elevate Aircraft Seating under these T&Cs or at law, Elevate Aircraft Seating will have the right to receive reimbursement of all costs incurred with the procurement of similar Products from other sources other than Seller, including Product price difference.

Furthermore, Seller shall, immediately upon Elevate Aircraft Seating's request, transfer title to and possession of all tooling required to manufacture and maintain the Product, raw materials, parts and work in progress. Seller shall cooperate with, and assist Elevate Aircraft Seating in transferring any aforementioned items in an expeditious and orderly manner all for the purpose of maintaining Elevate Aircraft Seating's production schedule.

11. Indemnification

Seller agrees to indemnify, defend, and hold Elevate Aircraft Seating, any Aircraft-OEM and/or any Customer harmless from and against any and all claims, demands, actions, liabilities, damages, losses, expenses, suits, proceedings, assessments, fines, penalties and/or judgements (including, but not limited to, all attorneys' fees, costs and expenses in connection therewith), whether for the death of or bodily injury or other harm to any person (including, but not limited to, Seller's and Elevate Aircraft Seating's employees and any passenger on any Aircraft upon which the Products may be installed or services performed), for the loss of, damage to or destruction of any property, including, but not limited to, Aircraft upon which the goods may be installed or services performed, and/or for any other injury, loss or damage of any kind or nature whatsoever that may be charged to, recoverable from, suffered or incurred by or assessed or asserted, whether actual or alleged, by any third party against Elevate Aircraft Seating, any OEM and/or Customer, in any manner or to any extent arising or resulting from, caused by or accrued in connection with: (i) the negligence, gross negligence, recklessness, bad faith, illegal act, breach of contractual or any other duty, misrepresentation of malicious or willful misconduct of Seller or any of its officers, directors, agents, representatives, contractors or employees in connection with Seller's performance of, or failure to perform on these T&Cs; and/or (ii) any defect or non-conformity in any Products, goods and services delivered by Seller to or for Elevate Aircraft Seating under these T&Cs. Seller's obligation to maintain insurance under these T&Cs shall not be interpreted as relieving Seller of its responsibilities.

12. Operational Procedures

12.1. Project Management

Seller shall provide a dedicated program manager, and enough resources as described to comply with the project schedule to be defined by Elevate Aircraft Seating.

12.2. Assurance of Performance

12.2.1. If Elevate Aircraft Seating, at any time, has reasonable grounds for insecurity that it will receive Seller's timely, continuing and complete performance hereunder, Elevate Aircraft Seating may demand in writing from Seller adequate assurances with respect to any specific matter(s) regarding Seller's performance, whereby Seller shall provide the necessary assurances that Seller is able to perform all of its obligations under these T&Cs.

12.2.2. Seller agrees to deliver said written assurance of performance to Elevate Aircraft Seating no later than five (5) Days following Elevate Aircraft Seating's request. Seller agrees that Elevate Aircraft Seating may suspend all or any part of Elevate Aircraft Seating's obligations hereunder, including but not limited to, any payments due to Seller, until Elevate Aircraft Seating receives such written assurance of performance from Seller, satisfactory in form and substance to Elevate Aircraft Seating.

12.3. Subcontracting

Seller may not subcontract all or part of the contracted work without Elevate Aircraft Seating's prior written consent.

12.4. Program Surveillance

Seller hereby grants, and shall cause subcontractors to grant, to Elevate Aircraft Seating and customers, the right to visit Sellers' or subcontractors' facilities during operating hours to review progress and performance. Elevate Aircraft Seating shall notify Seller in writing forty-eight (48) hours prior to such visit.

12.5. Program Reviews, Right to Audit and Quality Management System

Elevate Aircraft Seating may request from time to time and at no cost to Elevate Aircraft Seating, formal management reviews at Elevate Aircraft Seating's facilities to evaluate Seller's performance.

Seller agrees to have upon request of Elevate Aircraft Seating, a voluntary disclosure of personnel staffing and financial details to be examined once each calendar year.

Elevate Aircraft Seating reserves the right to conduct audits (quality or otherwise) either by itself or by its representatives at Seller's facilities upon prior written notification.

Elevate Aircraft Seating shall provide Seller with a minimum of five (5) business days' advance notice of such an audit. Seller shall be responsible for fully implementing corrective actions to address all mutually agreed audit findings and shall inform Elevate Aircraft Seating on request about the status of such corrective actions. Any audit conducted by Elevate Aircraft Seating shall not limit Seller's obligations under this Agreement. Any request by Elevate Aircraft Seating for access to Seller's suppliers and subcontractor's facilities shall be handled on a case-by-case basis.

For the avoidance of doubt: due to the industry environment, Elevate Aircraft Seating is subject to the obligation to grant access, information, audit and inspection rights to certain third parties. These are public institutions such as the German Federal Aviation Authority (LBA – Luftfahrt-Bundesamt), the EASA or the FAA. Against this background, Seller guarantees to provide appropriate information and to grant all rights of inspection, examination and access, as are incumbent on Elevate Aircraft Seating.

Seller shall maintain that its main subcontractors have a certified quality management system in accordance with the EN 9100, AS 9100 or equivalent quality management system. Such a quality management system shall be approved by the EASA or approved by the FAA / TCCA and accepted by the EASA. Seller shall submit a copy of the valid certificate to Elevate Aircraft Seating. In case certification is withdrawn or not extended, Seller shall inform Elevate Aircraft Seating immediately.

In case of non-compliance of Seller or its suppliers or subcontractors with applicable standards and procedures as required by Elevate Aircraft Seating, Elevate Aircraft Seating shall notify Seller of any such non-compliance immediately and set agreed upon time limits for corrective action to rectify the non-compliance. Seller shall make and/or shall cause its suppliers and subcontractors to make all necessary corrective actions and shall inform Elevate Aircraft Seating promptly of any actions Seller, its supplier and/or subcontractors plan to carry out and of any completed corrective actions.

In the event that Seller experiences difficulty in ensuring that its quality system performs in accordance with all applicable standards or ensuring that its Products conform with all applicable design data, specifications, or

regulations, Elevate Aircraft Seating or an Elevate Aircraft Seating contracted third party has the right to conduct appropriate root-cause analysis at Seller's site without any delay.

Should Seller have an escape in their quality system (NOE) that affects the Product of Elevate Aircraft Seating, Seller shall inform Elevate Aircraft Seating immediately as soon as finding the escapement. Seller shall update Elevate Aircraft Seating every 24 hours on status of containment and corrective actions.

In rectifying any non-compliance, Seller shall bear all the costs associated with the repair, rectification or replacement, including transportation costs and risk of transportation as Elevate Aircraft Seating' remedy for non-compliance for the Product or the respective part thereof or Spare(s).

In addition to any other rights and remedies provided by these T&Cs or by law, Elevate Aircraft Seating shall be entitled to terminate its participation in these T&Cs, and/or to withdraw from any Purchase Order issued by Elevate Aircraft Seating with immediate effect, if Seller fails to fulfil the above corrective actions satisfactory to Elevate Aircraft Seating within the time limits specified in the course of or as a consequence of any audit. In advance of any audit, Elevate Aircraft Seating and Seller shall mutually agree on the necessary quality documentation required for purposes of such audit. Should Seller not be able to comply with a previously agreed request for quality documentation from Elevate Aircraft Seating auditing representatives prior to an audit at Seller's facility, which results in a delay in or extension of the audit, assuming reasonable advance notification, Seller agrees to be responsible for reasonable travel expenses for Elevate Aircraft Seating auditors for an additional one (1) Day beyond two (2) Days for the audit. For the avoidance of doubt, none of the quality system audits conducted according to these T&Cs shall limit Seller's obligations in any respect.

In case of the audits, each Party shall be responsible for their own costs.

13. Step-In and Withdrawal Right

Step-In: in the event that Seller is in material breach and failing to deliver all or part of the Services, Elevate Aircraft Seating may assign third parties to step in and perform the Services until such time as Seller can demonstrate the ability to resume provision of the affected Services.

All costs associated with the exercise of step-in rights shall be borne by Seller.

Elevate Aircraft Seating exercise of its step-in rights shall not constitute a waiver by Elevate Aircraft Seating of any termination rights or rights to pursue a claim for damages.

Withdrawal: each Party shall be entitled to withdraw from these T&Cs in whole or in part (which right to withdraw shall apply regardless of negligence or willful misconduct by the respective Party, its directors, officers, employees, agents or subcontractors) in case of a material breach to these T&Cs and in case the respective Party has failed to cure such material breach within a reasonable time (minimum of thirty (30) Days) after receipt of notification thereof, provided that such material breach by its nature is curable, provided however, that the respective Party shall only be entitled to withdraw from these T&Cs concerned to the extent it cannot be reasonably expected from the respective Party to be further bound by these T&Cs, taking into consideration the rights and remedies explicitly stipulated in these T&Cs.

14. Changes and Change Request Process

The Parties acknowledge that as part of these terms it may be necessary or beneficial to reduce, change or extend the Services, associated hard- and/or software and/or maintenance or to implement additional services to adapt the Services to Elevate Aircraft Seating' changing or developing needs including its internal procedures in particular, but not limited to changes in Elevate Aircraft Seating' corporate structure such as corporate acquisitions or divestment, or Elevate Aircraft Seating' obligations vis-à-vis public authorities, its employees or contract partners.

All changes to the System and/or Spares shall be published by service bulletins and incorporated in the CMM and IPC by Seller within three (3) months after the service bulletin has been issued.

Product Changes

As long as Seller's Products are in service, Seller shall make available all applicable SBs and SILs to Elevate Aircraft Seating at the cost reflected in the aforementioned documents.

Mandatory Changes

Intentionally left blank.

Seller Initiated Changes

If Seller initiates a change to a Product as a result of its inability to obtain purchased components for reasons unrelated to Elevate Aircraft Seating, including but not limited to component obsolescence, supply chain performance issues and component price issues, Seller shall be responsible for all costs associated with such proposed changes. Seller costs related to such changes shall not be eligible for equitable adjustment under these T&Cs. These costs shall include all of Seller's costs and any Elevate Aircraft Seating costs associated with incorporating the changed Product. Elevate Aircraft Seating will provide Seller with an estimate of Elevate Aircraft Seating's associated costs within thirty (30) Days of Seller's request for change under this Section. If, upon implementation, Elevate Aircraft Seating's costs exceed the original estimate proposed by Elevate Aircraft Seating, Elevate Aircraft Seating shall provide Seller with additional information relating to the additional costs for incorporation. Unless otherwise agreed in writing by the Parties, Elevate Aircraft Seating shall be reimbursed for its incurred costs via setoff against money owed by Elevate Aircraft Seating for work performed by Seller. Elevate Aircraft Seating may issue the setoff within ninety (90) days after implementation of the change and notification to Seller of the costs incurred.

15. Miscellaneous

15.1. Intentionally left blank.

15.2. Survival

Without limiting any other survival provision contained herein and notwithstanding any other provision of these T&Cs to the contrary, the representations, covenants, agreements and obligations of the Parties set forth in Article 6 "Warranty", Article 11 "Indemnification", Article 15.6 "Intellectual Property", Article 16 "Compliance with Laws", and Article 17 "Confidentiality", and any other Articles or clauses which by their nature should survive termination, shall survive any cancellation, termination or expiration of these T&Cs or any payment or performance of any or all of the other obligations of the Parties hereunder.

15.3. No Waiver

Failure by either Party to enforce any provision of these T&Cs shall not be construed as a waiver of such provision. Nothing in these T&Cs shall grant to either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.

15.4. Insurance

Seller shall (itself or through its partners) maintain, with companies of reasonable known capacity, (i) property damage insurance coverage against loss or damage to all tooling, equipment, raw materials and all other parts thereof, required for the performance of these T&Cs, and (ii) comprehensive general commercial liability insurance with a policy limit of no less than EUR 50,000,000 or the equivalent in USD per occurrence.

15.5. Excusable and Non-Excusable Delays

Each Party shall be excused for failures and delays in performance caused by acts of god, war, terrorist acts, riots, laws, floods, fires, labor strikes and catastrophes without the fault of such Party. To the extent that any such delays cause Seller's performance under these T&Cs, the scheduled time for such performance shall be extended for a period of time by Elevate Aircraft Seating after an assessment of alternate work methods. Any Party claiming such excuse shall give prompt written notice to the other Party. If performance is delayed by any of the aforementioned circumstances for more than forty-five (45) Days, Elevate Aircraft Seating shall have the right to cancel all POs not fulfilled and if partially fulfilled to the extent not fulfilled without any liability or cancellation charge for Elevate Aircraft Seating, and Elevate Aircraft Seating shall be entitled to purchase related deliverables from an alternate source.

In the event of delayed Delivery of Products for reasons not deemed to be excusable according to the above, Seller will work with Elevate Aircraft Seating and any relevant third parties to mitigate the impact of the delay and to develop a recovery plan. Should the delay in Delivery of any Product cause Elevate Aircraft Seating to be exposed to third party claims, including for example and without limitation additional Aircraft OEM claims resulting from the delay, then Seller shall reimburse to Elevate Aircraft Seating an amount equal to one-hundred-and-twenty five percent (125%) of those claims. Elevate Aircraft Seating shall provide proof of such third-party claim to Seller.

15.6. Intellectual Property

Seller grants to Elevate Aircraft Seating a non-exclusive, perpetual, world-wide fully paid-up right to use the deliverables, including software, Products, and Documentation provided by Seller under these T&Cs for Elevate Aircraft Seating. Such license shall include and encompass all Documentation to the extent necessary to receive the Products. The usage right encompasses the right to make copies of the Documentation to the extent necessary for the proper use of the deliverables.

15.7. Machines, Tooling and Ownership

Seller will supply, as applicable, all Machines and Tooling required under the partnership and maintain insurance as per Article 15.4 "Insurance" for such Machines / Tooling.

Seller is responsible for all loss, theft, damage or destruction to Machines and/or Tooling except for normal wear and tear. Seller undertakes that all Machines / Tooling manufactured will be free and clear and any licenses, charges, mortgages, encumbrances or rights of third parties. Seller undertakes that all Machines / Tooling owned, furnished or paid for by Elevate Aircraft Seating, shall be used exclusively for the Products and work under these T&Cs unless written consent by Elevate Aircraft Seating is received.

15.8. Order of precedence

In the event of any conflict between the terms of the documents exchanged / issued between the Parties with respect to any Project, the order of precedence shall be:

- Any Purchase Order issued under a SOW; then
- Related SOW issued under these terms or a GTA; then
- A dedicated GTA (if concluded between the Parties)
- These T&Cs; then
- Any other document signed by the Parties incorporated herein by reference.

15.9. Conflict Minerals

Seller shall submit annually a conflict mineral reporting template (if required by Elevate Aircraft Seating). Seller shall perform appropriate due diligence on its supply chain to fulfill the reporting obligations of this article.

16. Compliance with Laws

16.1. Seller shall be responsible for complying with all legal requirements, including, but not limited to the provisions of any statute, ordinance, rule, regulation, judgement, decree, order, permit, approval, license or registration applicable to its performance under these T&Cs. Seller shall notify Elevate Aircraft Seating of any aspect of Seller's performance that is prohibited under any legal requirements, at the earliest opportunity, but in all events sufficiently in advance of Seller's performance of such obligation, to identify and implement alternative methods of performance. Seller shall notify Elevate Aircraft Seating in writing at the earliest possible opportunity of any aspect of its performance, which becomes subject to any additional legal requirement after the date of execution of these T&Cs or which Seller reasonably believes will become subject to additional regulations during the term of operation under these T&Cs. Seller agrees to indemnify and to hold harmless Elevate Aircraft Seating from any failure by Seller to comply with any legal requirement.

16.2. In addition, Seller shall (i) comply with all applicable country laws relating to the anticorruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Co-Operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption / anti-bribery convention; (ii) comply with the requirements of the U.S. Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Seller is within the jurisdiction of the United States; and (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Elevate Aircraft Seating to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

16.3. Seller represents, warrants and undertakes, as appropriate, that:

- Seller shall provide the agreed services in accordance with the applicable laws, rules, regulations and policies. In case local laws are less restrictive than the principles set forth hereinafter, Seller shall comply, at a minimum, with these principles. If local laws are more restrictive than the principles set forth below, Seller shall comply, at a minimum, with these local laws.

- Seller shall not illegally make, authorize, or offer any bribes, kickbacks, or payments of money or anything of value to anyone, including officials, employees, or representatives of any government or public or international organization, or to any other third party (public or private sector) for the purpose of obtaining or retaining business, or inducing any other favorable business decision, that is related in any way to Elevate Aircraft Seating. This includes giving money or anything of value to anyone when there is reason to believe that it will be passed on to a government official or a decision maker at Elevate Aircraft Seating for this purpose. Seller is required to comply with the U.S. FCPA and all applicable local anti-bribery laws.
- In terms of a major contractual obligation the Seller undertakes to comply with the 10 principles of UN Global Compact and 4 fundamental principles of International Labor Organization (“ILO”).
- If Elevate Aircraft Seating has reasonable suspicion that Seller (including its subcontractors) is in breach of its obligations according to this clause, Elevate Aircraft Seating shall have the right, in accordance with the following provisions, to conduct an audit within the Seller’s organization to the extent necessary to determine whether a breach exists.
- Except for cases of justified urgency, Elevate Aircraft Seating shall announce Seller such audit with two (2) week prior written notice.
- Elevate Aircraft Seating, or a third party engaged by Elevate Aircraft Seating which is bound to confidentiality, may conduct the audit at Seller’s premises during Seller’s ordinary business hours. For the avoidance of doubt, Elevate Aircraft Seating keeps the right to visit Seller’s premises at any time in the event of contractual irregularities.
- Elevate Aircraft Seating shall take reasonable care that its activities during the audit at Seller’s premises will interfere to a minimum with Seller’s regular business operations. Seller’s company and trade secrets as well as the protection of personal data of people affected by the audit will be maintained.
- Seller shall reasonably cooperate with Elevate Aircraft Seating during the audit, especially by (i) providing Elevate Aircraft Seating necessary access to its records, (ii) answering questions truthfully, and (iii) actively providing accurate and complete information which is of relevance to Elevate Aircraft Seating.
- Regarding delivery of Standard Parts Seller shall fully comply with establishing a carbon border adjustment mechanism according to Regulation (EU) 2023/956 of the European Parliament and of the Council (latest revision) as well as Commission Implementing Regulation (EU) 2023/1773.
- Seller commits to strictly adhering to European and U.S. embargo regulations throughout its entire supply chain. Seller commits to not conducting business with sanctioned companies or individuals in accordance with the applicable sanctions’ lists. This includes – but not limits to - compliance with Council Regulation (EU) No 269/2014 on restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty, and independence of Ukraine, as well as Council Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilizing the situation in Ukraine. Additionally, the supplier commits to not using any raw materials of Russian origin to comply to this regulation. Seller confirms that to be aware of these regulations and take all necessary measures to ensure compliance.

On the U.S. side, Seller shall particularly adhere to the regulations of the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, including the Specially Designated

Nationals (SDN) List and the Consolidated Sanctions List. Furthermore, Seller commits to considering the following sanctions and embargo lists:

- Denied Party List,
- Entity List,
- Debarred Party List,
- Consolidated Sanctions List,
- Debarred Parties List,
- Terrorist Exclusion List,
- Chemical and Biological Weapons (CBW) Control List,
- Missile Proliferation Control List,
- Financial Crimes Enforcement Network (FinCEN) Money Laundering List,
- U.S. Embargoed Countries List,
- Countering America's Adversaries Through Sanctions Act (CAATSA) List,
- United Nations Embargoed Countries List,
- EU Council Regulation (EC) No. 269/2014, 512/2014 and 659/2014 Russia/Ukraine
- EU Council Regulation (EC) No. 2580/2001 Terrorists (EUTR)
- EU Council Regulation (EC) No. 881/2002 Taliban (EUTL)
- EU Embargoed Countries List, and
- EU Sanctions List.

The supplier confirms that it is aware of these regulations and takes all necessary measures to ensure compliance with these specific regulations. Additionally, the supplier is not allowed to have any transactions with companies or individuals named in these lists.

Without limiting any other rights Elevate Aircraft Seating may have under these T&Cs, Elevate Aircraft Seating shall be entitled to (fully or partially) terminate without prior notice this agreement including any of its appendices as well any other contractual relationships the Parties may have, if Elevate Aircraft Seating gains knowledge that Seller is in breach of any of its obligations under this Article. Any contractually agreed termination assistance obligations of Seller shall remain unaffected by such termination

16.4. Safety Requirements: Elevate Aircraft Seating is entitled and, maybe required by applicable laws and regulations, to require each of Seller's employees assigned to conduct services on behalf of Elevate Aircraft Seating to undergo a reliability examination by certain aviation authorities. Seller is obliged to cooperate and assume the costs for any such measures.

17. Confidentiality

The Parties acknowledge to enter into a general confidentiality and non-disclosure agreement for the purposes of exchanging confidential and proprietary information ("Confidential Information" or "NDA").

It is recommended that any disclosing Party label all Confidential Information as "Confidential" or "Proprietary."

The obligations of the Parties shall survive in respect of any Confidential Information for a period of five (5) years following receipt of such Confidential Information by a Receiving Party, and shall not apply to Confidential Information which the Receiving Party can demonstrate: (i) was in the public domain at the time it was disclosed or becomes part of the public domain after disclosure without the fault of the Receiving Party; or (ii) was known to the Receiving Party at the time of its disclosure or becomes known to it without breach of this Agreement (as evidenced by written records); or (iii) is disclosed by the Receiving Party pursuant to judicial order, a requirement of a governmental agency or by operation of law; provided, however, that the Receiving Party gives the disclosing Party timely notice of such order or requirement.

The Parties may disclose Confidential Information to the members of Elevate Aircraft Seating.

18. Publicity

Without Elevate Aircraft Seating's prior written approval, Seller shall not and shall require that its subcontractors or suppliers shall not, release any publicity, advertisement, news release or denial or confirmation of the same, regarding any PO or Product or Service, or the Program to which they may pertain. Seller shall be liable to Elevate Aircraft Seating for any breach of such obligation by any subcontractor or supplier of Seller.

19. Environmental and Safety Issues

Seller shall have a well-documented environmental policy, high environmental awareness, shall obey enacted environmental rules and actively develop measures helpful to improve the environment.

A program in accordance with the guidelines set forth in ISO 14001 for activities and follow-up on improving present products and services shall be available with the purpose of:

- Reducing consumption of raw material
- Reducing outlet of non-nature material
- Reducing waste volumes
- Reducing air pollution
- Reducing consumption of energy and water

With regards to occupational health and safety, Seller shall have incorporated appropriate means in accordance with ISO 45001.

Seller shall be obliged to refrain from employing children under the age of fifteen (15) years in productions of goods or services intended for delivery to Elevate Aircraft Seating or any Affiliate. Reference is hereby made to the International Organizations Convention No. 138, Article 2 (3) on Minimum Age for Employment.

20. Governing Law and Jurisdiction

The partnership between the Parties shall be construed according to and governed by the laws of the State of Washington. No consideration shall be given to Washington's conflict-of-law rules. The provisions of the United Nations Convention of Contracts for the International Sale of Goods, and any conflict-of-law provisions that would require applications of another choice of law, are excluded. For the purpose of any action, suit, or proceeding arising out of this Partnership, or the performance or subject thereof, the Parties irrevocably and unconditionally agree and consent to the exclusive jurisdiction of the appropriate State and Federal courts located within the State of Washington, unless Seller is located in the European Union, the European Economic Area, or Switzerland, in which case the Parties agree and consent to the exclusive jurisdiction of the court in Frankfurt am Main, Germany; provided, however, that Elevate Aircraft Seating has the exclusive right to bring an action against Seller in any court having jurisdiction over Seller. Seller hereby waives and agrees not to assert by way of motion, as a defense or otherwise, in any such suit, action or proceeding, and claim that (i) Seller is not personally subject to the jurisdiction of the above-named courts, (ii) the suit, action or proceeding is brought in an inconvenient forum; or (iii) the venue of the suit, action or proceeding is improper.

Attachment 01 – Definitions and Abbreviations

This attachment defines the meaning of definitions and abbreviations being used in this GTA:

AD	Airworthiness Directive
Affiliate	With respect to any person or entity, any entity or person that which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first person or entity, where “control” means the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights attributable to the stock of, or other ownership interest in, any entity, or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity.
Aircraft	All aircraft owned, operated, purchased, or leased by a customer of Elevate Aircraft Seating as further defined in a respective SOW
Aircraft-OEM	Airbus, Boeing or other manufacturers responsible for the design, production, and certification of completed aircraft.
Authorized Aftermarket Manufacturer	An organization that fabricates Products or parts thereof under a contract with or without the express written authorization of the Products’ Original Manufacturer, based on the Products’ Original Manufacturer’s designs, formulas, and/or specifications.
CLP	REGULATIONS (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 Dec 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulations (EC) No 1907/2006.
CMM	Component Maintenance Manual
CoC	Certificate of Conformity
Correction / Corrections	Modification / modifications to be performed on Products of Seller to conform with or improve upon the defined specifications of such Products
Counterfeit Part	An unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mislabeled, misidentified, or otherwise misinterpreted to be an authentic, unmodified part (either electronic or mechanic) from the Original Manufacturer, or a source with the express written authority of the Original Manufacturer or current design activity, including an Authorized Aftermarket Manufacturer. Unlawful or unauthorized substitution includes used Products or parts thereof represented as new, or the false identification of grade, serial number, lot number, date code, of performance characteristics
Customer	Defines an airline customer of Elevate Aircraft Seating
DAP	Delivery At Place
Day	Calendar Day
Delivery	As defined by article 3.5 of this GTA
Documentation	Means all documentation, whether capitalized or not, as that term is commonly understood in the aviation industry, including documentation required for installation, operation, maintenance, and continued safety of a Product
DPU	Delivery at Place Unloaded
EASA	European Aviation Safety Agency
Effective Date	The date of signature of the GTA or a SOW
EUR	The Euro (European Currency)
FAA	Federal Aviation Administration
IP	Intellectual Property
IPC	Illustrated Parts Catalogue
KPI	Key Performance Indicator
Lead Time	The time measured in Days from the date of acknowledgement of a PO by Seller until the Delivery of a Product or Spare at Elevate Aircraft Seating, or the recipient as defined on the related PO
Machines	Machines required by Seller to produce Products for Elevate Aircraft Seating

NCR	Non-Conformity Report
NDA	Non-Disclosure Agreement
NOE	Notification Of Escapement
NRC	Non-Recurring Cost
ODD	On Dock Date. Elevate Aircraft Seating's PO requested and by Seller acknowledged Delivery date for a Product or Service.
OEM	Original Equipment Manufacturer
Original Manufacturer	The organization that designs and/or engineers a Product and is entitled to any intellectual property rights to that product or the organization that manufactures Products that it has designed from purchased components and sell such Products under the organization's brand name.
OTD	On Time Delivery
Party / Parties	Elevate Aircraft Seating and Seller individually or collectively
PMA	Parts Manufacturing Approval
PO	Purchase Order
Product / Products	Components, parts, assemblies, items, appliances, LRUs and Software for incorporation into a passenger seat system, along with accompanying Documentation, as individually ordered via a PO from Elevate Aircraft Seating or an assigned Affiliate at Seller
Project	Any project defined by a dedicated SOW and bilaterally agreed upon between the Parties
QMS	Quality Management System
REACH	REGULATION (EC) No 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC.
RoHS	Restriction of the use of certain Hazardous Substances in electrical and electronic equipment.
SB / SBs	Service Bulletin
Service / Services	All services as described in the GTA or a related SOW as well as future services to be mutually agreed upon between the Parties
Shipset	A set of Products for one (1) or more seat or Aircraft as described in a SOW and/or documentation accompanying a SOW.
SIL / SILs	Service Information Letter
Software	Any software – either generic or customized – required to operate a Product or a system of Products
Spare / Spares	Any Product or consumable, along with accompanying Documentation, being purchased as a replacement Product
Specification	The agreed upon specification as defined in Attachment 02 "Specification" of this GTA or a related SOW
SOW	Statement of Work - The individual purchase agreement which lists the Products and Services relevant to a dedicated Project incl. definition of specific terms, conditions and any deviations from the GTA, as applicable for such dedicated Project set forth therein and which refers to this GTA
Standard Parts	Standard Parts ordered from a catalogue, including but not limited to screws, bolts, nuts etc.
STC	Supplemental Type Certificate
Support Period	As defined in article 2.1.3 of this GTA
System / Systems	An integrated system consisting of but not limited to Products, Software, Services etc. as listed in the GTA and/or a respective SOW
TAT	Turn Around Time
TC	Type Certificate
TCCA	Transport Canada Civil Aviation
Term	The duration of the GTA from Effective Date till its expiration, thus the initial term plus any extensions as set forth in the GTA, related SOWs to it and/or renewal periods of such as agreed in writing between the Parties

Third Party / Third Parties	Persons or entities entitled by either Elevate Aircraft Seating or Seller and accepted as such by the other Party
Tooling	Any tools required by Seller and/or procured/manufactured by Seller to produce Products. For the avoidance of doubt: any Tooling will belong to Elevate Aircraft Seating as part of the respective SOW
USD	Unites States Dollar (United Stated Currency)
VOC	Council Directive 1999/13/EC of 11 March 1999 on the limitation of emissions of volatile organic compounds due to the use of organic solvents in certain activities and installations.

Attachment 02 – Intentionally left blank

Attachment 03 – Intentionally left blank

Attachment 04 – Products of Seller

Seller shall provide a catalogue of its Standard Products. All Products available to order via an official PO to be issued by Elevate Aircraft Seating shall be defined here.

This catalogue should consist of (if applicable):

- Part Number and Description of the Product
- List Price of the Product
- Granted Elevate Aircraft Seating discount for the Product
- Weight of the Product
- Power Consumption of the Product
- MTBF and MTBUR of the Product
- Total Line Maintenance Time per Product
- Product Definition with regard to “Repairable” vs. “Consumable” incl. Product Repair Level
- Repair- and Test-Time relevant to the Product

In addition, the following should be defined as well:

- Test Equipment for Products
- Operational Hardware
- Operational Software, Application Packages and Content

Weight Guarantee

Seller shall guarantee the weight of his Products and Spares.

Should any Product exceed the guaranteed weight limit, Seller agrees to pay Elevate Aircraft Seating a one-time penalty calculated for each Aircraft affected in the amount of one-thousand US Dollars (\$1000 USD) for every pound of weight above the summed-up value guaranteed per Product.

In all cases, Elevate Aircraft Seating reserves the right to claim the penalties due to overweight pursuant to this Clause, even if this right is not expressly reserved by Elevate Aircraft Seating at the time the Product is finally accepted.

The following guarantees shall apply and part of Elevate Aircraft Seating' vendor management of Seller:

- Removal and Exchange Rate Guarantee
- Power Consumption Rate Guarantee
- Repair and Test Time Guarantee
- Software Load Time Guarantee

Violation of the values as agreed upon shall lead into penalties.

Attachment 05 – Intentionally left blank

Attachment 06 – Intentionally left blank

Attachment 07 – Pricing

Non-Recurring Cost

The general payment terms for project-related NRCs are defined as follows:

- Successful completion of Integration ITCMs 25% of total NRC
- Successful completion of Integration PDRs 25% of total NRC
- Successful completion of Integration CDRs 25% of total NRC
- Successful completion of Integration FAIs 10% of total NRC
- Full Acceptance of the contracted services 15% of total NRC

Seller shall provide man-hour rates as applicable to these terms. These rates are fixed until December 31st, of the calendar year following the Effective Date of acceptance and shall be escalated at two percent (2.0%) per year thereafter:

- Program Management
 - Management of project schedule, Coordination, Change Order Management
- Engineering
 - System Engineering, Hardware Development Engineering, Production & Installation Engineering, Software Development Engineering
- Quantity Assurance
- Support
 - Product Support, Test Support, Hardware/Software Development Support, Hardware/Software Validation Testing, System Integration Testing, Rack Support, Testing, Training, Documentation, Preparation

Recurring Prices

Intentionally left blank.

Rebate on Turnover

Seller shall grant a credit to be agreed upon between the Parties in proportion to the total turnover Elevate Aircraft Seating have with Seller in any calendar year, where such total annual turnover shall be determined on the basis of all business (of whatever nature) Elevate Aircraft Seating have with Seller of:

The percentage achieved is valid for the complete turnover of the year, not only for the amount by which the hurdle is exceeded.

Seller shall submit a credit note to Elevate Aircraft Seating once per calendar year within thirty (30) Days after the due date which shall always be December 31st. The credit note shall be applied against any future invoices from Seller or shall be redeemable against cash at Elevate Aircraft Seating's request

Price Escalation Formula

The following price escalation formula applies after the fix-price-period:

$$P_n = P_o \times \left(0.2 \times \frac{M_n}{M_o} + 0.8 \times \frac{W_n}{W_o} \right)$$

Where ...

- P_n Revised Price
 - P_o Price of Product as per now
 - M_n Material Index published for the month of January of the review year
 - M_o Material Index for the month of January of the year of the Effective Date
 - W_n Labour Index published for the month of January of the review year
 - W_o Labour Index for the month of January of the year of the Effective Date
- Materials indices shall be those published by the U.S. Department of Labor, Bureau of Laborstatistics as "Producer Price Index, Industrial commodities, series ID wpu03thru15".
 - Labor indices shall be those published by the U.S. Department of Labor, Bureau of Laborstatistics as "Average Hourly Earnings of production workers, Aircraft and Parts, NAICS, series ID CEU 3133640006".

If these indices cease to be published altogether or temporarily, the Parties shall agree on the nearest equivalent indices to be used.

Excessive Price Increase

The Parties agree to adjust prices after the fixed price period per the escalation formula above, provided that such yearly adjustment shall be capped at two (2%) percent. In the case of the escalation formula exceeding a value of five percent (5%), the Parties agree to increase the cap by fifty percent (50%) of the delta-percentage above 5%.

Examples:

Scenario	Calculated Escalation	Applied Escalation	Comment
1	1,8%	1,8%	
2	4,2%	2,0%	Cap applies
3	6,4%	2,7%	2% Cap + 50%*(6,4 – 5,0)

Attachment 08 – Production and Aftermarket Support

Representation and On-Site Support

Elevate Aircraft Seating may elect to have a representative on-site at Sellers' facility until the full acceptance of the Product. Seller shall provide the necessary infrastructure (incl. office space, telephone, internet access, etc.) to support such a representative.

Technical Documentation

Seller shall provide and revise technical documentation for each Product – as applicable - at no additional cost to Elevate Aircraft Seating.

Training

Seller shall provide training as required by Elevate Aircraft Seating to Elevate Aircraft Seating employees at no additional cost.

Recommended Spares Parts List (RSPL)

Seller must provide to Elevate Aircraft Seating a RSPL covering the requirements as outlined in the respective SOW. For planning purposes, such RSPL shall be based on fleet size, an average flight time of 5000 flight hours per aircraft per year, a repair TAT of ten (10) Days, and a spare protection level of 98% per Item.

Rogue Units

If a Product enters the repair shop of Seller three (3) times during a twelve (12) month period for the same or related problem, this Product is considered a Rogue Unit. Seller shall at the discretion of Elevate Aircraft Seating exchange the complete Rogue Unit free of charge or return it in serviceable condition.

If exchanged, the remaining warranty period applicable to the Rogue Unit shall minimally be transferred to the respective exchange unit.

Attachment 09 – Shipping Instructions

These shipping instruction forms an integral part of the agreement between Elevate Aircraft Seating and Seller. Compliance with this instruction is mandatory. Deviations are only permitted with the Customer's prior written approval.

Shipping Procedure under Incoterm EXW/FCA

(1) Shipments \leq 150 kg or \leq 10 boxes or \leq 1 pallet:

Seller is authorized to arrange the shipment independently, provided the carrier has been previously approved by Elevate Aircraft Seating. Shipment details (including tracking number, weight, and dimensions) must be provided to Elevate Aircraft Seating immediately after dispatch. All shipments must be fully prepared for export, including all required export documentation (see Section "Export Preparation").

(2) Shipments $>$ 150 kg or $>$ 10 boxes or $>$ 1 Euro pallet:

Seller shall notify the the contact named in the "Carrier Selection Chart" at least 2 working days before the planned readiness for dispatch. Elevate Aircraft Seating will arrange transportation and provide Seller with the carrier's contact details and pickup instructions. Deliverables must be ready for collection accordingly. In this case as well, Seller is responsible for complete export preparation, including all required export documents (see Section "Export Preparation").

Export Preparation

EXW/FCA shipments must be fully prepared for export. This includes:

- Commercial invoice with customs tariff codes and product description.
- Declaration of origin or preference certificates, if applicable (see Section "Shipping Documents")
- Export licenses or official permits, if required
- Export customs declaration, where necessary

For other agreed Incoterms that require Seller to deliver to a location specified by Elevate Aircraft Seating, it is the Seller's responsibility to comply with all applicable export regulations and ensure that the delivery meets the legal requirements for export.

Packaging

Packaging must be suitable for transportation, stable, and compliant with international shipping requirements. Any electronic Products shall be packed according to ATA 300, Level 3. Seller shall not charge Elevate Aircraft Seating for any costs related to the packing of the Products. Damages or delays due to insufficient packaging shall be the responsibility of Seller.

Shipping Documents

Following documents must be physically attached to the shipment and electronically forwarded to Elevate Aircraft Seating. Incomplete or incorrect documentation may result in the shipment being rejected.

Mandatory Documents:

- Delivery note with order number
- Packing list
- Commercial invoice with customs tariff codes and product description

Airworthiness and Origin Documentation:

- Certificate of Conformity (CoC) and other reports as per other contract components
- Proof of airworthiness as per other contract components (e.g., FAA Form 8130-3, EASA Form 1, or equivalent from another competent authority)
- Valid preference certificates, if applicable:
 - Declaration of origin on the invoice as per EU regulations
 - Long-term or single supplier declarations
 - EUR.1 or other official preference certificates in original

Carrier Selection Chart

Consolidated shipment size	≤ 150 kg / ≤ 10 Boxen / ≤ 1 Pallet	> 150 kg / > 10 Boxen / > 1 Pallet
Carrier selection	DSV XPress CEP Portal, otherwise <ul style="list-style-type: none"> • DHL Account: 957560492 • FedEx Account: 642394797 	Forwarder
How to Book?	Seller's responsibility, select previously agreed DHL/FedEx Account for freight and duty charges	*Sellers responsibility if there is access to the myDSV portal (www.mydsv.com). **Otherwise contact shipping-kl@elevateseats.com
When to book?	1 working day before planned ship date	2 working days before planned ship date
Service to be chosen	Only standard / Economy Services if not otherwise requested	

* A request has to be sent to customs@elevate-seats.com in order to create a myDSV account if you do not yet have access. Elevate Aircraft Seating will then check whether direct access to the myDSV portal can be set up.

A contact person, telephone number and e-mail address is required for access to the myDSV portal. Ideally, a group address to which your logistics/shipping team has access. Please provide these details in your access request E-Mail.

**Please name the subject of the pick-up request E-Mail:

Seller Name / Elevate Aircraft Seating PO# / Supplier Ref. (INV, SO, DN) / Requested Pick-up date / Pick up location

Mail content of the pick-up request:

- Pick up location
- Warehouse opening hours
- Availability of goods
- Local contact information (Phone and E-Mail)
- Number of skids
- Details to each skid (weight, dimensions)
- Documents of Section "Shipping Documents" attached

Additional Regulation

Violations of this shipping instruction will be considered as an Event of Default, giving Elevate Aircraft Seating the right to reject the shipment, charge back any additional costs incurred, or terminate the contract in case of repeated violations.

If Seller is unable to provide a preference certificate, this must be clearly noted on the delivery note and invoice.