

## GENERAL TERMS AND CONDITIONS OF PURCHASE

**ACCEPTANCE** These terms and conditions shall govern DAT/DOT Purchase Order for any goods and services (the "Product") purchased by DAT/DOT. No variance in any of terms, conditions, delivery, quantity or specifications shall be binding upon DAT/DOT unless expressly accepted by DAT/DOT in writing and the failure of DAT/DOT to specifically object to any or all terms and conditions suggested by the Vendor shall not be deemed an acceptance of such terms and conditions. Any terms and conditions of sale of the Vendor shall have no force and effect and Vendor expressly waives the use of its own general terms and conditions. DAT/DOT assumed no responsibility for materials shipped without a signed DAT/DOT Purchase Order. Vendor will grant DAT/DOT, their customer, and regulatory authorities the right of access to all facilities involved in the order and to all applicable records.

**QUALITY** All Products ordered by specific part numbers must be delivered as ordered and with all applicable trace paperwork and with no substitutions without DAT/DOT's specific prior written approval. Vendor must notify DAT/DOT of any nonconforming Product part included in an order used incorporated within any repairs performed on behalf of DAT/DOT, and obtain DAT/DOT nonconforming Product disposition approval. Supplier must notify DAT/DOT of any changes in Product and/or process definition. DAT/DOT, its customers, and applicable regulatory authorities have right of access to all supplier's facilities involved in DAT/DOT purchase/repair orders and all applicable records. Vendor must flow down to sub-tier suppliers and vendors all applicable requirements of DAT/DOT's purchase/repair order[s]. DAT/DOT requires supplier to promptly report defects and un-airworthy conditions to DAT/DOT. All work must be accomplished in accordance with the latest revision of the manufacturer's publications, manuals, recommendations and requirements. Vendor must comply with all applicable manufacturer's requirements and aviation authority regulations. DAT/DOT requires all applicable release documentation, which might include teardown reports, work-scope packages, proof that product is non incident related, FAA/EASA/CAWIS (as applicable) certifications and all applicable trace paperwork to be included with Product and maintained by supplier for a minimum retention period as defined by applicable statutory and regulatory requirements.

**EXCHANGE UNITS** Exchange units purchased by DAT/DOT will be replaced with Core units returned by DAT/DOT or its subcontractor. DAT/DOT reserves the right to administer the repair actions unless the exchange is purchased at a flat rate that includes repair charges. DAT/DOT must have the possibility to return a serviceable Core in the same condition as the one received from Vendor. The Vendor must accept a Core unit returned by DAT/DOT as long as it is interchangeable according to the IPC. Freight charges invoiced to DAT/DOT for the repair of a Core unit must be the actual cost of the transport. The Vendor must always choose the most economical transport. In case of an Exchange Plus Cost order DAT/DOT will only accept actual documented cost of the repair and handling. The Vendor must always ensure that the repair is conducted in the most economical way at repair station with the necessary capability.

**INVOICING** Vendor shall render a separate invoice for each Purchase Order. No charges for packing or cartage will be accepted or paid unless otherwise specified on the Purchase Order or agreed upon in writing with DAT/DOT.

**PAYMENT TERMS** Current month plus 30 days from the invoice date shall always apply unless otherwise specified on the Purchase Order. If any prepayment is agreed upon, such prepayment can normally only be made against a Bank Guarantee from Vendor.

**SHIPPING INSTRUCTIONS** (a) All Product shall be packed or otherwise prepared for shipment so as to secure the lowest transportation rates to meet carrier's requirements and in accordance with good commercial practice and any regulations e.g. manufacturers specifications, laws applicable with respect to the Product being shipped. All Products must be packed in a safe way to avoid any transport damage. (b) All shipments shall state actual cost for purchased Product and actual repair costs if a repaired Product. All incorrect declarations of value resulting in an additional duty charge shall be at vendor's expense. (c) Packing sheets must accompany each shipment. (d) Purchase Order number, part number, and part serial number (where applicable) must appear on all packing slips, transport documents, invoices and marked shipments or papers.

**SHIPMENT AND TRANSPORTATION CHARGES** Where prepaid transportation charges are chargeable to DAT/DOT, the amount of such charges and any paid tax paid thereon shall be set forth as separate items on the invoice. The carrier's receipt showing payment of such charges shall be attached to the invoice or otherwise presented to DAT/DOT. If, in order to comply with DAT/DOT's required delivery, it becomes necessary for Vendor to ship by a more expensive means than specified in the Purchase Order, any increased transportation costs resulting there from shall be paid for by Vendor unless the necessity for such rerouting or expedited handling has been ordered by DAT/DOT.

**DELIVERY** Timely deliveries are of the essence for all Purchase Orders from DAT/DOT. In the event of Vendor's failure or reasonably expected failure to deliver the Products as and when specified, or to perform as and when specified, DAT/DOT reserves the right to cancel the Purchase Order, or any part thereof, without prejudice to its other rights, and Vendor agrees that DAT/DOT may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or to perform. If goods are not timely shipped and/or delivered to DAT/DOT, then DAT/DOT shall not be liable for payment of Products if DAT/DOT elects to refuse or return the goods. If Vendor determines for any reason that Vendor cannot meet the delivery date specified on the face of the Purchase Order, Vendor shall promptly notify DAT/DOT in writing of such delay and the expected duration of the same.

**INSPECTION** All Products specified in the Purchase Order are subject to DAT/DOT's inspection within a reasonable time after arrival at the ultimate destination. If, upon inspection, any Product is found to be non-conforming, defective, of inferior quality or workmanship, or fails to meet the specifications of any other requirements of the Purchase Order (hereinafter "Non-Conforming Products"), then DAT/DOT may reject same and return the Non-Conforming Products to Vendor at Vendor's expense. Payment for Non-Conforming Products shall not be an acceptance of such Products. Upon the return of Non-Conforming Products Vendor shall reimburse DAT/DOT for: (a) Any amounts paid by DAT/DOT on account of the purchase price of such Products and (b) Any costs incurred by DAT/DOT in connection with the delivery or return of such Products. Such expenses include, but are not limited to, expenses related to unpacking, examining, handling, repacking and re-shipping. Alternatively, DAT/DOT may require Vendor, at Vendor's expense, to remove from the premises of the Non-Conforming Products, or Products supplied in excess of the quantities called for. In the event that DAT/DOT receives Products whose defects or non-conformity are not immediately apparent on examination, DAT/DOT reserves the right to require replacement, as well as payment of any applicable damages, within a reasonable time following discovery of any defect or non-conformity.

**TITLE AND RISK OF DAMAGE OR LOSS** Except as otherwise provided in the Purchase Order, title as well as the risk of damage or loss passes to DAT/DOT upon delivery of the Products at DAT/DOT's premises. The risk of loss of and damage to the Products which are the subject of the Purchase Order, shall be and remain with the Vendor until the Products are delivered to the destination set forth in the order and accepted by the DAT/DOT or DAT/DOT's nominee. In case of delivery of Non-Conforming Products, the title as well as the risk of damage or loss to such Non-Conforming Products shall not pass to DAT/DOT, unless acceptance of such Non-Conforming Products is explicitly confirmed by DAT/DOT.

**WARRANTY** In addition to excess warranties, Vendor warrants that the Products to be furnished under the Purchase Order shall fully conform to the specifications, drawings, samples or other description furnished or adopted by DAT/DOT and shall be fit and sufficient for the purpose intended, merchantable, of first grade quality and workmanship and free from defects. DAT/DOT's inspection, test, acceptance or use of, or payment for, Products furnished hereunder shall not affect the Vendor's obligation under this warranty, and the warranties made herein shall survive any inspection, test, acceptance, approval, use and payment by DAT/DOT. Vendor agrees to replace or correct defects of any Non-Conforming Product and / or Product not conforming to the foregoing warranty promptly, without expense to DAT/DOT, when notified of such non-conformity by DAT/DOT, provided DAT/DOT elects to provide Vendor with the opportunity to do so. In the event of failure of Vendor to so correct defects in or replace Non-Conforming Products and / or Product not conforming to the foregoing warranty promptly, DAT/DOT, after reasonable notice to Vendor, may make such corrections or replace such Products and charge Vendor for the cost incurred by DAT/DOT in so doing. There shall be available to DAT/DOT, in addition to and not in lieu of the foregoing warranties, any rights, remedies and warranties available at law or in equity or under these conditions of purchase.

**INDEMNITY** Vendor will indemnify DAT/DOT and shall hold DAT/DOT harmless from any loss, liability, damage, or expense (including attorney's fees), arising from infringement or claimed infringement of any patent, trademark or copyright arising out of the use or possession of the Products furnished by Vendor. In the event that any Product sold and delivered hereunder shall be defective in any respect whatsoever (including Non-Conforming Products), Vendor will indemnify and save harmless DAT/DOT from all loss and/or expenses incurred by reason of all accidents, injuries, or damages to any person or property that may occur in connection with the use or sale of such Product and are contributed to by said defective condition. Vendor further agrees to defend at Vendor's sole expense any and all suits charging such infringement. Vendor further agrees to indemnify and hold DAT/DOT harmless from any and all claims, demands causes of actions, costs and expenses (including attorney's fees) arising out of or in any manner related to its acts, omissions or negligence ("Conduct") as well as for the Conduct of Vendor's agents, employees or contractors arising out of or in any manner related to the subject matter of performance of the Purchase Order.

**LIENS** All Products furnished hereunder shall have full right of disposal be by the Vendor, free of all liens, claims, encumbrances and retained title contracts. Vendor shall discharge any lien, claim or encumbrance, within (10) days after DAT/DOT receives notice of such lien, or any claim of lien is recorded, whichever occurs earlier.

**INSURANCE** Vendor shall maintain Workman's Compensation Insurance as required by law and shall maintain comprehensive general liability Insurance including Product Liability in the minimum amount of One Million Euro (€1,000,000) or the equivalent amount in another currency.

**SET-OFF** All claims for monies due or to become due from DAT/DOT hereunder shall be subject to deduction or set-off by the DAT/DOT by reason of any claim arising out of the Purchase Order or any other transaction with Vendor. Vendor hereby irrevocably and unconditionally waives all right of set-off that it may have under contract (including the Purchase Order), applicable law or otherwise with respect to any property, funds or monies of DAT/DOT at any time held by or in the possession of Vendor.

**CHANGES** DAT/DOT shall have the right to make, from time to time and without notice to any sureties, factors or permitted assignees, destinations, specifications, designs, work scope, and delivery schedules. Vendor shall immediately notify DAT/DOT of any increases or decreases in costs caused by such changes, and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to the Purchase Order.

**FORCE MAJEURE** Either party hereto may reasonably delay performance of the Purchase Order for causes beyond its reasonable control. In that regard, Vendor may delay delivery and/or performance of the Products hereunder and DAT/DOT may delay delivery or acceptance of the same. In the event of any such delay by DAT/DOT, upon notice by DAT/DOT to Vendor, Vendor shall hold such goods at the direction of DAT/DOT and shall deliver them when the cause affecting the delay has been removed. In the event Vendor so holds and delivers said goods, DAT/DOT shall be responsible only for Vendor's direct additional cost in holding the goods or delaying performance of this Purchase Order at DAT/DOT's request. Causes beyond a party's control shall include, but not be limited to, government action or failure of the government to act where such action is required, strike or other labour trouble, fire or other casualty, severe weather, acts of terrorism or war.

**WARRANTY AS TO REBATE** Vendor hereby warrants that it has not and will not pay any rebate, commission, salary or any remuneration or reward, indirectly or in any form whatsoever ("Rebates") to any officer, employee, agent, or representative employed by or on behalf of DAT/DOT for such person's personal use and/or benefit, rather all Rebates shall be for the sole benefit of and shall directly benefit DAT/DOT. Any violation of such warranty shall be considered a material breach of this agreement. If Vendor is paying any Rebate to any 3<sup>rd</sup> party it must be fully disclosed to DAT/DOT.

**GOVERNING LAW AND GOVERNMENTAL REGULATIONS** All of Vendor's Products shall comply with all applicable laws, codes and regulations in effect at the time such Products are performed or delivered by Vendor or then enacted and to become effective at a later time. The Purchase Order shall be governed by and construed in accordance with the substantive laws of Denmark, without regard to the conflict of law principles thereof, and the terms set forth above shall not be construed to limit any rights that DAT/DOT may have pursuant to the Uniform Commercial Code or other similar laws governing the relationship between the DAT/DOT and the Vendor. Any legal action or proceeding with respect to the Products, Purchase Order or any document related thereto shall be brought in the courts of Denmark, and, by execution and delivery of the Purchase Order, Vendor and DAT/DOT each hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.