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Revision: E.00		
Owner: UMS Skeldar AG		
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General Conditions of Purchase of UMS Skeldar AG

1 General Information


- 1.1 Contracts with UMS Skeldar AG (hereinafter called “UMS”), which cover the procurement of goods or services, in particular purchase contracts, works contracts, contracts for works and materials, service contracts (hereinafter called “orders”), are only and exclusively concluded in accordance with the following conditions. This also applies to orders, which UMS issues on behalf of third parties. Deviating terms and conditions of the contractor/seller are only valid if they have been expressly acknowledged in writing. Silence on the part of UMS is not considered as a recognition of deviating terms and conditions, neither following receipt thereof.
- 1.2 All orders from UMS are issued for the further use of goods and services in the aviation industry. The contractor acknowledges and agrees that, for this reason, increased requirements are placed on the quality of the supplied goods and services, particularly that the specifications be strictly adhered to. Any deviation from the specifications or from the order of UMS is considered to be a significant defect. Furthermore, even very brief delays in delivery can cause exceptionally significant damages for UMS and its customers. The contractor therefore acknowledges and agrees that all agreed appointments and deadlines are a fundamental part of the contract and that strict compliance with the agreed service periods for all goods and services is required. Insofar as extension periods are legally required or granted by UMS, these are also adequate for a short time period, which may be 48 hours in individual cases.
- 1.3 UMS provides detailed description on the purchased product or service in the purchase order(s) issued. By accepting the assignment of UMS, the contractor accepts the herein contained provisions and confirms that all works submitted to UMS are in accordance with these.

2 Production and Release of Products

- 2.1 If required, each product or service, delivered to UMS must be checked against the respective requirements and approved by the contractor. The form of the approval is specified and agreed upon in the purchase order. The same applies if UMS requires special approval for methods, processes and equipment, used to complete the order.
- 2.2 Finished products or services about to be delivered to UMS shall be checked against the applicable requirements of the purchase order, these conditions, and other applicable standards (if available), prior to delivery. If a certification or an approval of the products or services is required, section 5.5 shall apply as well to the certification or the approval.
- 2.3 All personnel involved with the production of products or provision of services dedicated for UMS, shall be adequately qualified and trained. This includes licensing or certification of individuals, if required on the purchase order. The personnel shall be aware of the general requirements of UMS, specified in section 1.2.

3 Product quality assurance

- 3.1 If required by the quality management of UMS, the customer of UMS or a competent authority, on-site inspections and audits of the contractor’s premises and processes can be conducted to verify and validate the application of agreed procedures. For audits, the contractor is informed by UMS at least 10 business days prior to the audit. Inspections, especially in connection with the suspicion of non-compliances with agreed provisions, can be conducted without prior notice by UMS or the customers of UMS (if approved by UMS).
- 3.2 UMS may request the contractor to provide specimens for testing prior to delivery of the finished product or as part of the purchase-order process. The functionality of the specimens has to be identical with the

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final product, however the technical specifications of the specimens don't may vary. The relevant functionality must be defined in a letter of intent.

- 3.3 Once the initial qualification of a contractor and its products is completed, random product samples are collected by UMS to verify continuous compliance with all requirements. The percentage of product samples validated is set out by UMS Procurement and depends on criticality, amount of procured products and contractor rating. If non-compliances are noted during such inspections, the contractor is informed about the non-compliance and its severeness and must provide evidence of correcting actions within
- 3 business days for severe non-compliances
 - 10 business days for medium non-compliances
 - 120 business days for minor non-compliances.

The non-compliance's severeness is categorized by the Quality Management of UMS.

- 3.4 All contractors providing products and services of flight safety critical products shall have a quality management system in accordance with ISO9001 or EN9100. All other contractors shall provide evidence of a quality insurance system upon request of UMS, customers of UMS or competent authorities.
- 3.5 The Contractor shall assign the execution of the order or parts of it to subcontractor(s) only, if so demanded by UMS and only upon prior acceptance of the intended subcontractor(s) by UMS. In this case, the acceptance can be revoked by UMS, after which the contractor is obliged to acquire a new provider acceptable to UMS. UMS shall grant the contractor a reasonable transition period to perform the replacement and submit data for the acceptance of the new supplier to UMS.

4 Quotation, Receipt, Order, Price

- 4.1 Orders from UMS are non-binding and can be revoked until receipt of the written order confirmation by UMS at any time. The contractor's written order confirmation must be received by UMS within a maximum duration of seven (7) days.
- 4.2 Order confirmations which deviate from orders, including the change or replacement of materials, require the written confirmation of UMS. If this confirmation is not received within a two-week period, the contract has not materialized. Silence is not considered as consent; The acceptance of deliveries and services or the payment thereof does not replace the confirmation of acceptance.
- 4.3 The prices quoted by UMS in the orders are exclusive of any applicable statutory value added tax, but including all ancillary costs (in particular, but not limited to, transport, customs, packaging, insurance, recall costs and disposal of the packaging), unless expressly agreed otherwise.
- 4.4 The acceptance of quotations carried out on behalf of UMS is exclusively done in writing and through commissioning of the UMS purchasing department, which refers to an order (or "purchase order") and contains an order number (or "purchase order number"). All communication between the contractor and UMS must contain the order number of the respective order.
- 4.5 At the request of UMS, the contractor will, at any time, provide information regarding the status of the order within 24 hours.

5 Delivery and Service, Acceptance, Notification of Defects

- 5.1 Place of performance for all deliveries and services is the headquarter of UMS in Möhlin AG. Deliveries and services shall routinely include an introduction on the use/application and a documentation in written and electronic form.
- 5.2 If the contractor detects nonconformities or defects (other than Counterfeit Parts as defined in section 15) in products or services designated for UMS, UMS shall be informed immediately. These products or


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services shall be furnished as part of completing the order only upon explicit approval of UMS. In case of counterfeit parts, the provisions of section 15 shall apply.

- 5.3 Premature deliveries can be sent back if this is not in UMS's interest. Further legal claims of UMS remain unaffected in any case. In the case of ongoing business relations, UMS has the right to carry out quality audits on the contractor - if applicable, also by representatives of the responsible aviation authorities - at any time, but especially in case of identified defects of deliveries. The contractor is obligated to provide UMS with the necessary support and access to relevant documents, production and other industrial premises, as well as business premises. After the audit has been carried out by UMS, the necessary quality assurance procedures are to be carried out by the contractor, at its expense. If the contractor refuses the audit, without indicating legitimate reasons for its refusal, or refuses to fix the deficiency, the contractor is obliged to compensate UMS for the resulting damages. Furthermore, after having set a reasonable deadline, UMS is permitted to withdraw from the contract and to claim damages *in lieu* of the service.
- 5.4 Any changes which may affect quality, in particular in the organization, the location or production/manufacture, must be reported to UMS expeditiously, during order processing or in the case of ongoing business relationships. If such quality-influencing changes affect individual or several items of the contractually agreed specifications of an order, the contractor must indicate this by specifying the items in question. If the contractor breaches this obligation or if the quality-influencing changes lead to a deviation from the contractually agreed specifications, UMS is entitled to the statutory claims.
- 5.5 Delivery notes must always be enclosed with the delivery and must state the order number, the item description and part number, the delivered quantity, as well as the certificates/documents supplied, in addition to any instructions on partial deliveries. Related deliveries are to be marked as such.
- 5.6 In any case, UMS complies with commercial inspection and reporting obligations in the sense of Art. 201 Swiss Code of Obligations, if it gives notice of defects within two weeks of handover and of hidden defects within two weeks of knowledge thereof. The notification of defects at a later date may also suffice, depending on the circumstances of the individual case.
- 5.7 The issuance of receipts or the payment of services by the contractor does not constitute a declaration by UMS that the deliveries and services have been provided in full or in accordance with the contract, nor does it constitute a waiver of possible warranty and/or other claims.
- 5.8 Insofar as UMS made design documents or other documents available to the contractor before confirmation of the order / conclusion of the contract, the contractor must promptly review them and point out possible conflicts or recognizable deficits. If the contractor cannot or does not wish to fulfil the order in accordance with the provided design documents or other documents, UMS is entitled to withdraw from the contract. If the design documents or other documents were only made available to the contractor after the confirmation of the order / conclusion of the contract and if the contractor already incurred expenses due to the order, UMS will reimburse these expenses after having received proof thereof. Compensation claims by the contractor against UMS are excluded in these cases, unless UMS acted deliberately or with gross negligence.

6 Transport, Delay, Passing of Risk, Title Retention

- 6.1 The delivery costs, in particular packaging, shipping and transport insurance costs as well as costs for return packaging – insofar as UMS requests the return packaging - shall be borne by the contractor (DDP Incoterms 2000). If the return of packaging does not take place despite the setting of a deadline, UMS can carry out the disposal itself or by means of third parties after the set deadline has come to term. Resulting costs are borne by the contractor.
- 6.2 Any delivery delays must be reported to UMS by the contractor promptly and in writing, stating the order number (according to point 2.4. Order number), the order date and the expected delivery date.
- 6.3 Until complete delivery of the goods and services or until UMS accepts the goods or services at the place of performance, the contractor bears the risk of loss, accidental loss or accidental damage.
- 6.4 The contractor shall, as from the moment of supply to the contractor, bear the risk of loss, accidental loss or accidental damage of all materials which UMS supplies to the contractor free of charge or which have been paid in full by UMS or which UMS provides or lends to the contractor free of charge


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for the execution of the order. Such materials shall remain the property of UMS and the contractor is obligated to keep such items separate from its own property and marked as "property of UMS" and must ensure that this property is not distrainable. Insofar as the contractor processes or transforms such materials in accordance with regulations or in accordance with the order, this activity is performed for UMS. If the materials supplied by UMS make up only a part of the newly created items, UMS is entitled to co-ownership of the new items in the proportion corresponding to the value of the provided material contained therein in relation to the foreign material. After conclusion of the order, the contractor shall keep such items in a proper manner, will not dispose of them without prior written instruction from UMS and shall not use them for any purpose other than the fulfilment of the order. At the request of UMS, the contractor will deliver these materials to UMS or designate them accordingly.

- 6.5 Upon delivery, acceptance or handover, UMS obtain unrestricted ownership of the goods and services. Simple and prolonged retention of title by the contractor are excluded.
- 6.6 All deliveries and services must comply with the all statutory provisions, particularly internationally recognized aviation and safety standards as well as environmental regulations. The delivery of dangerous materials must comply with the IATA Dangerous Goods Regulation (IATA-DGR) and the ICAO Technical Instructions For The Safe Transport of Dangerous Goods by Air (ICAO-TI). Relevant certificates, test certificates and other forms of proof are to be supplied free of charge. Prohibited substances are not to be used for goods deliveries to UMS. Hazardous materials and substances in accordance with the applicable laws and directives must be stated on the specifications of the contractor, or their use must be reported to UMS in writing. If applicable, the German and English language versions of the Safety Data Sheets are to be included in the quotation of the contractor, as well as in the respective first delivery to UMS, along with the delivery note. In any case, the contractor must notify UMS in writing about any exceedance of substance restrictions and the delivery of prohibited substances immediately after having become aware of such information.

7 Warranty and Compensation for Damages

- 7.1 The contractor, warrants and guarantees in particular that:
- a. Only the materials specified in the order or otherwise agreed will be used and that the specifications, dimensions and quantities specified by UMS in accordance with the order will be complied with. Deviations from this are only permitted with prior written consent from UMS; Certificates and documents specified in the order, as well as any other documents, which are necessary for the implementation of the delivery for the purpose of compliance with the contract, or whose necessity arises from the contractual purpose of the delivery, are to be supplied;
 - b. The supplied material certificates comply with the DIN EN 10204 standard and the requirements set out by UMS in the order;
 - c. The delivered or manufactured goods, services or works comply with the statutory provisions of the Swiss Confederation and with international flight safety regulations and the internationally recognized rules of engineering;
 - d. All the relevant provisions for flight safety material are being complied with. In particular, the contractor must comply with the relevant provisions of ADR, GGVSE, ATA 300, IATA-DGR, ICAO-TI, IMDG Code and RID for the shipment of such goods.
 - e. That it possesses all property rights in the goods or materials or Software to be delivered (hereinafter called the "goods"), including ownership rights, possession rights, industrial property rights and - where applicable, especially for the delivery of Software - copyrights and licenses, and that the goods and their delivery to UMS do not violate industrial property rights and are not encumbered with any third party rights. Should the contractor become aware of conflicting industrial property rights or that the delivered goods are encumbered with rights of third parties, it must inform UMS immediately. The contractor is obligated to indemnify UMS against all claims of third parties asserted against UMS for infringement of industrial property rights or other rights of third parties due to the delivery or service of the contractor, provided that the contractor knew about or must have known about the infringement on the industrial property rights or other rights of third parties regarding the delivered goods. UMS is entitled to demand reasonable security from the contractor in case of

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claims by third parties up to the amount that damages are expected to incur. Further statutory claims remain unaffected.


- 7.2 Claims for defects, by UMS, against the contractor expire by limitation after three years from delivery or handover (purchase contracts) or acceptance (work and work delivery contracts) at the place of performance. Any claims by UMS to remedy structural and material defects, where the defect was sustained as a result of normal use, shall be subject to a limitation period of five years from the date of acceptance or handover. Insofar as the law provides for longer periods and/or a later commencement of the limitation period, the law shall apply, in particular as far as claims for damages based on injury to life, body, health or freedom of persons are concerned.
- 7.3 In accordance with the statutory requirements, UMS is entitled to demand supplementary performance, to remedy the defect itself, to reduce the purchase price or remuneration, to demand compensation for damages instead of or in addition to the performance or replacement of wasted expenses, or to withdraw from the contract entirely. Further statutory claims remain unaffected.
- 7.4 Besides all the aforementioned, the contractor shall be liable to UMS within the scope of the statutory provisions and shall indemnify UMS against all claims of third parties.. Regarding its claim for damages, UMS is not limited to the fulfilment interest. The obligation to compensate for damages and the indemnification claim also cover all costs, fees and expenses.
- 7.5 In urgent cases (especially in case of a hazard to operational safety or to avoid exceptionally high damage), for the remedy of minor defects, as well as in case of delay of the contractor with the remedy of defects, UMS is entitled, to remedy the defect and any resulting damage at the expense of the contractor or have it remedied by a third party. This also applies if the contractor delivers or provides goods late and UMS must remedy defects immediately in order to avoid their own delay in delivery. In this regard reference is expressly made to point 1.2.

8 Invoices, Payments, Offsetting, Assignment of Rights

- 8.1 Invoices are to be issued stating the order number, item, date and quantity with individual and item price per billing address specified in the order. Invoices must comply with general tax law. Invoices for partial deliveries are to be marked as such.
- 8.2 Invoices must be issued and delivered to UMS up to fourteen (14) days after delivery or completion of the order. Incorrect invoices are considered ineffective and do not constitute a due date for payment.
- 8.3 Unless otherwise agreed, payment is made by UMS 60 days after fulfilment of the contract by the contractor and receipt of the invoice by UMS (due date). Should the contractor fulfil the contract before an agreed delivery date, this does not constitute a claim for payment before expiration of the specified 60 day payment period. Likewise, invoices for partial works are only due after the order has been fulfilled in its entirety, unless expressly agreed otherwise in writing. The date of all payments by UMS is the day on which the executing bank receives the transfer order from UMS.
- 8.4 Assignment of claims of the contractor against UMS is excluded.

9 Right to Withdraw

- 9.1 In case of a works contract or works delivery contract, UMS reserves the right to cancel the order at any time, in writing, in whole or in part, after which work ceases. UMS will remunerate the contractor adequately for the services provided until receipt of the withdrawal notice and the contractor will assist UMS in determining the scope of the work which was performed. Further claims arising from the withdrawal notice are settled with the remuneration for the services provided. The amount to be paid in accordance with this point, 7.1., may in no case exceed the total amount that would have been due in the event of completion of the order by the contractor. In the case of a cancellation/withdrawal, the contractor must assert its claims in writing no later than two (2) months after the cancellation.
- 9.2 UMS will inform the contractor whether the partially or completely finished goods or services should be sent to UMS or remain with the contractor until further notice.
- 9.3 UMS may withdraw from the contract without liability in the event of liquidation, foreclosure or filing for

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insolvency proceedings against the contractor's assets and in the event of a substantial breach of the obligations of these terms or the order on behalf of the contractor, except if the contractor gives written notification on how to remedy this substantial breach of contract within fourteen (14) days.


- 9.4 Should the contractor essentially provide the same or similar deliveries and services to UMS, even after a written warning, inadequately or late again (repeated service disruptions), UMS is permitted to withdraw from the contract with immediate effect. The right of withdrawal also extends, in the event of repeated disruptions of services, to deliveries and services which the contractor is obligated to render to UMS in the future.

10 Obligation to Confidentiality, Data Protection

- 10.1 The parties are mutually obliged to keep all business transactions and other matters, which they become aware of in the context of this contract, confidential, as well as all other matters of the parties related to the information or of business relations and the parties shall not use the information for any purpose other than that originally intended, unless the other party has given its written agreement to it or unless the disclosing party is legally obliged to do so according to mandatory legal provisions. Furthermore, they must adhere to the applicable legal provisions on data protection and data security, including the EU General Data Protection Regulation (GDPR) in the applicable cases. The obligation of confidentiality and data protection also applies after completion/termination of this contract.
- 10.2 In case the contractor processes personal data on behalf of UMS, the UMS Data protection Policy for Suppliers applies.
- 10.3 The contractor must provide the applicable version of the UMS External Staff Privacy Notice, available [here](#), to any of its employees and contractors employed or engaged in the provision of any Products or Services to us.
- 10.4 The contractor is obligated to comply with the provisions of the applicable data protection law. The contractor shall indemnify UMS against losses, costs, expenses, damages, liabilities, claims, lawsuits, actions or proceedings which may arise from a breach of this section 10.4.
- 10.5 All documents which the contractor receives from UMS for the fulfilment of its tasks, regardless of their nature and origin, as well as any other documents handed over by UMS in connection with the fulfilment of the tasks, must be kept secret with the required care and must be returned to UMS after completion of the contract at their request, including all copies made of the documents. In this case, the contractor must assure UMS in writing that it has fulfilled its obligation to return all documents in full.
- 10.6 This confidentiality obligation does not apply to the disclosure of information to affiliates of UMS.
- 10.7 The contractor undertakes not to disclose or publish any public statements or other information related to the order and related information. This restriction also applies to information, leaflets and other advertising material, unless UMS has given written consent beforehand. This also applies after completion/termination of this contract.
- 10.8 After fulfilment of the services, the contractor will immediately hand over all work results to UMS due under this contract. If the work or manufacture of products involves research and development that is wholly or partially funded by UMS, all rights to the results are transferred to UMS once payment of the order has been made.

11 Technical Documents, Industrial Property Rights, Retention

- 11.1 Technical documents, tools, company standard sheets, production equipment etc., provided by UMS remain the property of UMS; all trademarks, copyrights and other property rights remain with UMS. It must be returned to UMS, including all duplicates made, immediately upon completion of the order, without expressly being asked to do so. In that regard, the contractor is not entitled to assert a right of retention. The contractor may only use the named items for the execution of the order and may not hand them over or otherwise make them accessible to any third parties, except if this is necessary for the execution of the order. The duplication of the named items is only permitted to the extent that it is necessary for the execution of the order.

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- 11.2 If the contractor creates the items listed in section 9.1. sentence 1 for UMS, partly or completely, at the expense of UMS, then section 9.1 shall apply *mutatis mutandis*, whereby UMS becomes (co-) owner at the time of creation according to its share in the production costs. Upon payment of the agreed remuneration, UMS also receives free of charge, unlimited, transferable and non-terminable rights to use the trademarks, copyrights and other intellectual property rights of the items created in terms of time, place and content. If the items are completely created at the expense of UMS, then UMS is entitled to the sole right of use, otherwise UMS and the contractor own the rights together according to their share of the production costs. The contractor shall store the items listed in section 9.1. sentence 1 free of charge for UMS. UMS may, at any time, acquire the contractor's rights relating to the item, reimbursing any expenses not yet amortized and claim the item.
- 11.3 The contractor is obligated to keep the aforementioned items free of charge, to maintain them and to repair normal wear and tear. If the contractor commissions a subcontractor to manufacture the tools, samples or technical documents and drawings for the execution of the order, it now already assigns its claims against the subcontractor for the transfer of the tools, samples or technical documents and drawings to UMS.
- 11.4 Retention periods specified in the purchase order (if applicable) must be respected by the contractor. Any deviation must be approved by UMS beforehand. If the contractor does not comply with the specific requirements and fails to notify UMS, all resulting damage to UMS is to be compensated by the contractor.

12 Safety and Environmental Protection

- 12.1 The contractor must ensure that its goods comply with all safety and environmental provisions in force at the time of the order. In particular, it must ensure that its goods are free of environmentally hazardous or carcinogenic substances or that the purchaser expressly consented to the use of such substances prior to the delivery of the goods. Corresponding documents and proof thereof can be requested by UMS free of charge at any time.
- 12.2 The contractor, regarding chemical substances as such, chemical substances in preparation, as well as chemical substances in articles according to the REACH-Regulation (EC) No. 1907/2006, is obligated to inform UMS within the agreed deadline or at the latest upon delivery about the state of registration or about registration intentions of the substances in accordance with the REACH-Regulation and to communicate these previously known registration numbers. The contractor must subsequently provide UMS with all information about the supplied chemical substances as such or in preparation/production, which it needs in order to be able to adhere to REACH business transactions.
- 12.3 In addition, UMS must be provided with unsolicited up-to-date Material Safety Data Sheets for all dangerous goods to be delivered including the UN number for classification.
- 12.4 The applicable packaging and transport provisions must be adhered to; unnecessary packaging waste must be avoided. The contractor shall be liable for any breach of applicable provisions and shall indemnify UMS against all claims of third parties including authorities.

13 Import and Foreign Trade Regulations, Customs

- 13.1 The contractor must always stay informed about national and supranational export regulations and is obligated to promptly inform UMS in writing if the material to be delivered is subject to these provisions. The export regulations include, in particular, the regulations of the European Union, the United Nations, the US ITAR regulations ("International Traffic in Arms Regulations" for armament relevant goods) and the US EAR regulations ("Export Administration Regulations" for dual-use and civilian goods).
- 13.2 If the contractor does not comply with its obligation to provide information and communications in a timely manner, it shall be liable and must remunerate UMS in full for damages incurred thereby.
- 13.3 The contractor agrees to assist UMS, upon written request, in obtaining the necessary information and communications, in order to minimize any possible damage on the part of the UMS.

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14 Delivery of Software

The following additional conditions apply for the delivery of software to UMS:


- 14.1 Regarding software products, the delivery obligation is only deemed fulfilled when the complete (system-technical and user) documentation has been handed over. Unless otherwise expressly agreed in writing, programs which have especially been created for UMS must also be supplied in the source format.
- 14.2 The contractor grants UMS the exclusive rights, at the time of creation, to disseminate the software, unlimited in location, that can be implemented in any hardware and software environment, as well as transferred, permanently and irrevocably, to use the software in the original or in a modified, translated, processed or remodeled form – i.e., in particular, to permanently or temporarily store and load it, to run or execute it, also if duplications are necessary to do so - to modify, to translate, to edit or to remodel by other means - to store, reproduce, display, publish, distribute in physical or non-physical form on any given medium, in particular to non-publicly and publicly reproduce it without the source code, also through visual, audio and other information carriers in databases or data networks and online services, including the right to provide the software, but not the source code, to the users of the aforementioned databases, networks and online services for research and retrieval by means of tools chosen by UMS or for non-commercial downloading – to use by third parties or to have it operated by third parties. The usage rights refer to the software, in particular its object and source codes in all development stages, intermediate stages and final stages and the associated documentation, as well as other material necessary to exercise the usage rights, such as analyses, specifications, concepts and descriptions.
- 14.3 The granting of usage rights according to 12.2. is effective upon payment of the agreed remuneration. A further obligation for any payment by UMS, especially in the form of license fees, shall not exist.

15 Counterfeit Parts

- 15.1 “Counterfeit Parts” means materiel whose origin, age, composition, configuration, certification status or other characteristics (including whether or not the materiel has been used previously) has been falsely represented by:
- misleading marking of the materiel, labelling or packaging;
 - misleading documentation; or
 - any other means, including failing to disclose information;
- except where it has been demonstrated that the misrepresentation was not the result of dishonesty by a supplier or sub-supplier within the supplier chain.
- 15.2 The contractor shall not deliver Counterfeit Parts or suspect Counterfeit Parts to the Buyer under this Agreement.
- 15.3 If the contractor becomes aware or suspects that it has furnished Counterfeit Parts or suspect Counterfeit Parts or if the UMS determines, including as a result of alerts from any Government, or other relevant authorities, that the Supplier has supplied Counterfeit Parts or suspect Counterfeit Parts to UMS and so notifies the Contractor, the Contractor shall immediately replace the Counterfeit Parts or the suspect Counterfeit Parts with parts acceptable to UMS and conforming to the requirements of this Agreement.
- 15.4 Certificate of compliance must contain batch traceability documentation to the manufacturer including all intermediaries.
- 15.5 The Contractor shall insert a clause containing all of the terms of this provision in all subcontracts under this Agreement.
- 15.6 Notwithstanding any other provision of the Agreement, the Contractor shall indemnify for all costs incurred by UMS as a result of the Counterfeit Part(s) or suspect Counterfeit Part(s), including, but not limited to any rework, repair, or replacement.

16 General Compliance Clause

- 16.1 The contractor guarantees UMS that: 1) neither the contractor nor its management personnel, employees, suppliers or subcontractors or any other person on its behalf or whom it controls, whether directly

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or indirectly, will offer, grant or give any monetary or non-cash benefits, loan, present, donation or any other benefit of value to a person or employee of a government agency, government authority, government office, state enterprise, governmental international organization, political candidate, political party or official of such a party (collectively "public officials") or any other person, in order to generate or keep business, obtain an unlawful advantage, or obtain license(s), permit(s), release(s), certification(s), including anything in connection with imports, exports, storage or the transportation of goods, vehicles or purchase of buildings and equipment; 2) neither the contractor nor its management personnel, employees, suppliers or subcontractors or any other person acting on its behalf or whom it controls are involved in any activities that conflict with the relevant case law on bribery and corruption; 3) neither the contractor nor its management personnel, employees, suppliers or subcontractors or any other person acting on its behalf or whom it controls will participate in any of the activities described under points 1) and 2).

- 16.2 Payments due in accordance with an order placed by UMS shall not be payable to the contractor if it is proven, or suspected, that the contractor has violated the provisions stipulated in 14.1. In the case of suspected breach, payment is only due if UMS concludes that there is no violation of the provisions stipulated in 14.1.
- 16.3 UMS is permitted, subject to its contractual and statutory rights, to terminate this contract in writing with immediate effect if the contractor fails to comply with any of the provisions of 14.1.
- 16.4 If the contractor is proven to have violated, or is alleged to have violated any of the provisions of point 14.1., the contractor shall be liable for damages to UMS for all costs, damages or losses arising from such proven or alleged breaches of contract (including any direct, indirect or consequential costs, loss of profits, reputational damage, interest, penalties, legal advice or other consulting fees.) Regardless of provisions stated any- where else in this contract, this liability is unlimited.
- 16.5 The contractor must immediately inform UMS should it become aware of any information about a current or potential case of a violation of the provisions stipulated in point 14.1.

17 Ethical principles and Code of Conduct

- 17.1 UMS considers ethical behavior as a key parameter in its business. In furtherance of this, UMS has adopted a "Supplier Code of Conduct" which sets out the standards and principles underlying your business activities as one of our suppliers.
- 17.2 The UMS SKELDAR "Supplier Code of Conduct" includes a 'zero tolerance' policy when it comes to unethical business behavior, such as bribery, corruption and forced labor. We expect all of our suppliers to adhere to similar standards and to conduct their business ethically.
- 17.3 The contractor acknowledges that it is aware of the content of the "Supplier Code of Conduct" and the contractor undertakes to comply in all material aspects with the standards and principles laid down in it and to ensure such compliance by all of its directors, employees, agents or subcontractors who are involved in performing the contractor's obligations under this Agreement.
- 17.4 The contractor understands and accepts that any non-compliance with this undertaking may be deemed to constitute a material breach of this Agreement and result in the UMS' immediate termination of this Agreement or any other agreement between the Parties.

18 Place of Jurisdiction, Applicable Law

- 18.1 Subsidiary to the General Conditions of Purchase, substantive Swiss law applies, excluding its rules on conflicts of legal systems (especially CPIL). Viennese Purchase Law is expressly waived.
- 18.2 Place of jurisdiction is **Zurich 1**.