

Continental Aerospace Technologies GmbH – General Terms and Conditions of Sale

1. General, Scope of Application

- 1.1 These General Terms and Conditions of Sale (“**Terms**”) apply to all business relationships between Continental Aerospace Technologies GmbH (“**CATG**”, “**we**”, “**us**”) and our contracting parties (“**Buyers**”).
- 1.2 The Terms apply primarily to all contracts (including future contracts) regarding sales and deliveries of moveable items and the provision of services (“**Products**”) to entrepreneurs (*Unternehmer*) (section 14 German Civil Code (*Bürgerliches Gesetzbuch*)), legal entities governed by public law and special public funds (*öffentlich-rechtliches Sondervermögen*), unless otherwise agreed in writing. Unless otherwise agreed, the version of the Terms valid at the time of the Buyer’s order or, where applicable, the version otherwise last communicated to it in text format (*Textform*) (recorded on a durable (electronic) medium such as e-mail or fax in readable form) will also apply to similar future contracts as a framework agreement, without CATG having to refer to them again in each individual case. The Buyer acknowledges these Terms by placing an order, but at the time of acceptance of the ordered Products at the latest.
- 1.3 These Terms apply exclusively. Any differing general terms and conditions of business of the Buyer are hereby contradicted. We do not recognize such terms and conditions. They will not become part of the contract either by our acceptance of the order or by any other tacit action, even if performed in the knowledge of terms and conditions of the Buyer that contradict or differ from our Terms. Any varying, conflicting or supplementary general terms and conditions of the Buyer will only become part of the contract to the extent that CATG has expressly consented to their application in writing.
- 1.4 Our contracting parties will be referred to as “**Buyers**”, regardless of their designation in the legal sense resulting from the relevant contract.
- 1.5 Any ancillary agreements, amendments and additions (including the clause regarding signed written form) must be in writing and signed in order to be effective.
- 1.6 Any legally relevant declarations and notifications by the Buyer in relation to the contract (e.g., defect reports, deadlines, reductions and terminations) must be made in writing, i.e., in signed written form or text format (e.g., letter or e-mail). Any legal formal requirements and other claims for documentary evidence, including for example where doubts exist as to the legitimacy of the declarant, remain unaffected.

2. Conclusion of Contracts

- 2.1 Our quotations are subject to change and non-binding. This also applies if we have provided the Buyer with catalogs, technical documentation (e.g., drawings, plans, calculations or references to German DIN standards), other product descriptions or documents (including in electronic form), to which we reserve ownership rights and copyrights.
- 2.2 An order for Products placed by the Buyer will be deemed a binding offer. Unless otherwise stated in the order, CATG is entitled to accept the offer within ten (10) business days of receipt of the order by CATG. A business day means any day other than a Saturday, Sunday or public holiday on which bank branches in Germany are open for business.
- 2.3 CATG will declare its acceptance of the offer to the Buyer either by written confirmation (e.g., by sending an order confirmation) or by performance (e.g. delivering the Products to the Buyer). Upon receipt of the declaration of acceptance by the Buyer, a binding contract is concluded between the parties.

3. Deliveries, Delivery Periods and Delays in Delivery

- 3.1 The delivery dates and delivery periods specified by us are non-binding. Delivery dates and delivery periods are only binding for us if we have expressly confirmed them in writing as “binding delivery dates”. Binding delivery periods begin at the time of conclusion of the contract, but no earlier than after all the

questions required for performance of the contract by CATG have been clarified (including, without limitation, all questions relevant for the order and any technical questions).

- 3.2 Compliance with delivery periods and delivery dates by CATG is contingent on the timely and proper fulfillment of the Buyer's obligations. This includes clarifying all questions relevant for the order and technical questions and other necessary preparatory work by the Buyer. Furthermore, the Buyer has to provide CATG with all documents and data required for the performance of the contract as well as all materials to be provided by the Buyer in due time or on the agreed delivery date and in a suitable form. The right to raise the objection of non-performance of the contract remains reserved.
- 3.3 If CATG is unable to comply with binding delivery periods due to reasons for which CATG is not responsible (non-availability of the deliverable), CATG will inform the Buyer of this without delay and at the same time notify the Buyer of the expected new delivery period. If the deliverable is also not available within the new delivery period, the parties are entitled to cancel the contract in whole or in part; CATG will refund any consideration already paid by the Buyer without delay. A case of non-availability of the deliverable in this sense includes for example if CATG's suppliers fail to obtain supplies on time (this includes among other things performance by a supplier that is late, defective or lacking the required quantity, or its non-performance), if CATG has entered into a congruent hedging transaction, if neither CATG nor its suppliers are at fault or CATG is not obligated to procure the Product or procurement of the Product is unreasonable for CATG in the individual case or in the event of force majeure, labor disputes, interruption of operations through no fault of CATG, riots, official measures and other unforeseeable and extraordinary events at CATG or at suppliers, without our being at fault. If the delivery period is extended or if we are released from our obligation to deliver, the Buyer may not infer any claims for damages from this if neither we nor our supplier are at fault. In the event of such a delay in performance of more than four (4) calendar months, the Buyer may cancel the contract. This is without prejudice to any statutory rights of termination.
- 3.4 The occurrence of a delay in delivery by us will be determined in accordance with the statutory provisions. However, a reminder by the Buyer will be required in all cases.
- 3.5 Partial deliveries are permitted provided that this is not unreasonable for the Buyer.
- 3.6 CATG reserves the right to include minor deviations in the Products during the delivery period, provided that such deviations are reasonable for the Buyer taking into account the interests of CATG and the Buyer (e.g., changes and improvements that are required to reflect technical progress or to comply with applicable laws).
- 3.7 Over- or under-deliveries of up to 10% that are customary in the trade are permitted. The Buyer will take this into account when placing its orders. In the event of under-deliveries, if it has given proper notice of the under-delivery pursuant to section 377 of the German Commercial Code (*Handelsgesetzbuch*), the Buyer will only owe the price corresponding to the quantity actually delivered. Over-deliveries of up to 10% are to be accepted by the Buyer if the Buyer has not given proper notice of the under-delivery in accordance with section 377 German Commercial Code. In this case, the Buyer will also owe the price increased on a pro rata basis attributable to the over-delivery. If the Buyer has given proper notice of a defect in accordance with section 377 German Commercial Code in the case of an over-delivery, the Buyer will not owe the price increased on pro rata basis for the over-delivery if the Buyer is not interested in the excess delivery and notifies CATG of this within the time limits applicable to the notice of defect set out in section 377 German Commercial Code. However, the Buyer will then be required to return the excess Products delivered to it to CATG upon request. Over- or under-deliveries in principle do not entitle the Buyer to refuse acceptance or to cancel the contract.

4. Delivery, Shipment, Transfer of Risk, Packaging

- 4.1 Unless otherwise agreed, delivery will be made EXW INCOTERMS® 2020 to the place of receipt specified by us (especially in the order confirmation) ("**Place of Delivery**"). This means that CATG delivers the Products to the Buyer by making the Products available to the Buyer at the Place of Delivery without loading them onto a pick-up vehicle and without clearing them for export, where required. The Buyer will bear all costs and risks associated with collecting the Product at the Place of Delivery.
- 4.2 The Products will be shipped to a different Place of Delivery at the Buyer's request and expense ("**Sales Shipment**"). Unless otherwise agreed, CATG is entitled to determine the method of shipment (including but not limited to the forwarding agent, shipping route and packaging) itself. If the Buyer wishes CATG to

take out transport insurance or to choose a method of shipment other than the one intended by CATG, the Buyer will notify CATG of this in good time and reimburse CATG for the costs incurred.

- 4.3 The risk of accidental loss or deterioration of the Products will pass to the Buyer at the time of delivery to the Buyer. If the Product is ready for collection and the collection or acceptance is delayed for reasons for which the Buyer is responsible, the risk will pass to the Buyer upon receipt of the notice of readiness for collection. Where the Products are sent by Sales Shipment, the risk of their accidental loss or deterioration and the risk of delay will pass to the Buyer at the Place of Delivery upon delivery of the Products to the forwarding agent, carrier or any other person designated to carry out the shipment. If acceptance has been agreed, this will be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services will also apply by analogy to any agreed acceptance. If the Buyer is in default of acceptance, delivery or receipt will be deemed equivalent to acceptance.
- 4.4 The Buyer is obligated to perform all agreed tests and other required tests without delay after delivery of the Products. This includes in particular but not exclusively checking their compliance with the agreed specifications.
- 4.5 Any packaging provided on loan, such as pallets, containers and other reusable packaging, will remain our property and is to be returned to us by the Buyer without delay and free of charge. Transport packaging and all other packaging will not be taken back by us. The Buyer is required to dispose of such packaging in accordance with the regulations at its own expense. The Buyer will provide CATG with written proof that packaging has been properly disposed of upon request.

5. Prices, Payment, Rights of Set-Off and Retention

- 5.1 The prices stated in our quotations are subject to change. Unless otherwise agreed, our prices will be based on the costs of material and labor applicable on the date of our quotation or the price lists applicable at that time. The prices valid at the time of conclusion of the contract will be authoritative.
- 5.2 Prices are EXW INCOTERMS® 2020 excluding transport, insurance, taxes, customs duties, public charges and similar associated fees. Other incidental expenses such as export, transit, import and other costs associated with the export, transit and import of the Products will be borne by the Buyer. If performance takes place later than four (4) calendar months after conclusion of the contract, we will be entitled to adjust the prices by the extent to which higher costs for wages and/or materials have been incurred.
- 5.3 All prices are in euros and include statutory value added tax. Statutory value added tax will be shown separately in the invoice.
- 5.4 In addition, our prices do not include the cost of packaging. These costs will be invoiced separately to the Buyer. The packaging used by CATG is intended as transport packaging exclusively for transportation of the Products. If the Buyer wants special packaging and/or additional transport packaging for the Products, this requires a separate agreement between the parties. The Buyer will bear the costs incurred for this purpose. In addition, the Buyer will provide CATG with packaging instructions.
- 5.5 If a price validity period has been agreed, the parties agree that adjustments to the price must be considered after the validity period has expired. Therefore, the parties will enter into renegotiations on the prices one (1) month before the expiration of the price validity period. Price negotiations will take into account in particular but not exclusively labor costs, raw materials and packaging costs, and energy and exchange rate costs, without any obligation for CATG to disclose certain costs and/or cost factors.
- 5.6 Unless otherwise agreed between the parties, prices will be due for payment immediately upon receipt of the invoice and delivery (documented by a delivery note acknowledging receipt) or acceptance of the Products, as applicable. This also applies to invoices for partial deliveries. However, CATG is entitled at any time, also within the scope of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. CATG will declare such a proviso at the latest in its order confirmation. Prices are payable without deduction by bank transfer to our account. Payment is deemed to have been received at the time when CATG is able to freely dispose in full over the payment amount. Unless otherwise agreed in writing between the parties, payment by check is excluded. If payment by check is agreed between the parties, it will only be accepted on account of performance. Any incidental costs, including but not limited to bank charges, will be borne by the Buyer. The Buyer will be in default of payment if the payment is not received by the above due date or other agreed due date, unless payment is not effected due to a circumstance for which the Buyer is not responsible. In the event of a default in payment, the Buyer will be required to pay interest on arrears at a rate of 12% p.a., but at least 8 percentage points

above the base interest rate. If the interest according to the above sentence is more than 8 percentage points above the base interest rate, the Buyer will be free to prove that the damage caused by the default in payment did not occur or did not occur to this value. The right to assert higher damage caused by a default in payment is not excluded. The right to already claim interest from the due date (section 353 German Commercial Code) remains unaffected in relation to merchants (*Kaufleute*).

- 5.7 Should the Buyer fail to comply with any alternative terms of payment agreed or if we become aware of circumstances indicating a deterioration in the Buyer's assets or financial situation, all our claims will become due immediately, provided that such immediate maturity is reasonable for the Buyer, taking into account the interests of CATG and the Buyer.
- 5.8 The Buyer will only be entitled to set off or assert rights to retain to the extent that its claim is undisputed or has been finally adjudged. Any counterclaims of the Buyer due to defects in the delivery remain unaffected.

6. Retention of Title and Assignment of Future Claims

- 6.1 We will continue to be the owner of Products delivered until all current and future receivables to which we are entitled under the contract of sale and in ongoing business relationship have been satisfied ("**Secured Claim**") (regardless of the legal grounds, including the related amount outstanding in any current account where at least one party is an entrepreneur (*Unternehmer*) or a long-term business relationship exists or any current account where this is not the case). If the Buyer's cooperation is necessary for retention of title to the Products, the Buyer agrees to take all necessary actions that are necessary for the retention of title (i.e., including, without limitation, to cooperate, to provide documents and records in an appropriate form and to carry out registrations in registers).
- 6.2 The Buyer will store the Products secured by the retention of title free of charge on behalf of CATG. The Buyer is required to handle the Products with care; it is in particular but not exclusively required to insure them adequately at its own expense, among other things against destruction, damage, lightning, fire, water and theft. In addition, the Buyer will assign its claims under the insurance contracts to us in advance.
- 6.3 In the event of breach of contract by the Buyer, including but not limited to non-payment of the purchase price due, CATG will be entitled to cancel the contract in accordance with the statutory provisions and/or to call for the Products to be returned due to the retention of title. Calling for Products to be returned does not at the same time imply a notice of termination of the contract; instead, CATG is entitled to only call for the Products to be returned and to reserve the right to cancel the contract. If the Buyer does not pay the due price, CATG may only assert these rights if CATG has previously and unsuccessfully set the Buyer a reasonable time limit for payment or if such a time limit is unnecessary according to the statutory provisions.
- 6.4 The Buyer will be entitled to process the Products that are subject to retention of title in the ordinary course of business until further notice. The retention of title also covers the Products resulting from the processing, mixing or combining of CATG's Products at their full value. Any processing, mixing, combining or transforming the goods subject to retention of title is done on our behalf as the manufacturer, but without any obligation on our part. If the goods subject to retention of title should be processed, mixed or combined with other goods not belonging to us, we will be entitled to joint ownership of the new item in the ratio of the gross invoice value of the goods subject to retention of title to the market value of the other goods used. If the Buyer acquires sole ownership of the new item, it will transfer a joint ownership share to us in proportion to the gross invoice value of the goods subject to retention of title used. The new items will be stored by the Buyer for us free of charge observing the standard of care of a prudent businessman. In the event that the Buyer fails to meet its payment obligations in accordance with the contract, or in the event of a deficiency in its ability to perform and/or if CATG asserts its retention of title by exercising a right under clause 6.3, CATG will be entitled to revoke the Buyer's authorization to process, mix, combine and transform the items subject to retention of title.
- 6.5 The Buyer is entitled to resell the Products delivered or Products resulting from the processing only in the ordinary course of business and subject to the agreement of a reservation of title. The Buyer hereby assigns to CATG all claims, including ancillary rights, accruing to it from the sale or other use of the goods subject to retention of title. CATG accepts this assignment. In the event of sale or other use in connection with items to which third-party rights exist, only the partial amount corresponding to the gross invoice value of the goods subject to retention of title that have been used will be assigned to us.

- 6.6 The Buyer will also be authorized to recover the assigned claim even following the assignment until further notice. This is without prejudice to CATG's right to recover the assigned claims itself. CATG undertakes not to collect the assigned claims itself as long as the Buyer meets its payment obligations under the contract, there is no deficiency in its ability to perform (including, without limitation, no petition for or commencement of insolvency or composition proceedings and no other deterioration in the Buyer's assets) and CATG does not assert the retention of title by exercising a right under clause 6.3. If one of the last-mentioned circumstances has occurred, at CATG's request the Buyer will provide CATG with all information necessary for recovering the assigned claim, hand over the relevant documents and notify the debtors (third parties) concerned about the assignment. In such cases CATG will also be entitled to revoke the Buyer's right to resell and/or process the Products that are subject to retention of title.
- 6.7 The assigned claims as well as the Products subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the Secured Claims. If the Products subject to retention of title or assigned claims are attached by third parties or other interventions by third parties take place, the Buyer is required to notify the third party about CATG's ownership, inform CATG without delay in writing, and provide all information and documents to enable CATG to enforce its rights (including, without limitation, ownership rights). If the third party is not in a position to reimburse CATG for any judicial and/or extrajudicial costs incurred by CATG in this connection, the Buyer will be liable for these.
- 6.8 If the realizable value of the securities created for us exceeds our claims by more than 10% in total, we will be obligated to release excess securities upon request by the Buyer; we will be responsible for selecting the securities to be released.

7. Defect Notices

The Buyer is required to comply with its statutory duties to inspect and to report defects (sections 377 and 381 German Commercial Code); the Products are to be inspected without delay upon receipt. For Products that are intended to be subsequently processed, an inspection has to be carried out directly before processing in all cases. The obligation to inspect includes in particular examining the Products upon delivery for damage and dents in the packaging. If a defect becomes apparent upon delivery, inspection or at any later time, CATG must be notified of this in writing without delay. Obvious defects are to be reported in writing within two (2) business days from the date of delivery and defects not apparent upon inspection within the same period from the time of discovery in all cases. The time of receipt of the defect notice by us is authoritative. If the Buyer fails to properly inspect and/or report the defect, CATG's liability for the defect that is not reported, not reported in time or not reported properly will be excluded pursuant to the statutory provisions. If a Product is intended for installation, mounting or assembly, this will also apply if the defect only became apparent only after the associated processing as a result of a breach of one of these obligations; in this case, Buyer will in particular but not exclusively have no claims for reimbursement of associated costs.

8. Buyers' Rights due to Defects

- 8.1 The statutory provisions will apply to the Buyer's rights regarding material defects and defects in title (including but not limited to incorrect deliveries, under-deliveries and unprofessional assembly or deficient assembly instructions), unless otherwise provided below.
- 8.2 The basis of our liability for defects will be, among other things, the agreements made regarding the qualities and characteristics and the intended use of the Product as well as regarding accessories and instructions (including assembly and installation instructions). If qualities and characteristics have not been agreed upon, whether or not a defect exists is to be judged on the basis of the legal provisions. Public statements made by the manufacturer or on its behalf, including, without limitation, in advertising or on the Products' labels, will take precedence over statements made by other third parties in this context.
- 8.3 If Products have digital elements or other digital content, we are responsible for providing and, where appropriate, updating the digital content only to the extent explicitly stated in an agreement regarding qualities and characteristics. Thus we do not accept any liability for public statements by the manufacturer and other third parties.
- 8.4 We will in principle not be liable for defects that the Buyer recognized at the time of conclusion of the contract or was grossly negligent in failing to recognize (section 442 German Civil Code).

- 8.5 Moreover, to be able to assert claims for defects, the Buyer must have complied with its obligations to inspect and to report defects (sections 377 and 381 German Commercial Code). More details are set out in clause 7.
- 8.6 If a Product is defective, we will be entitled at our option to either remedy the defect ("**Rectification**") or to supply an item that is free from defects ("**Replacement Delivery**") concurrently in return for return of the Product subject to the defect notice. If the type of subsequent performance selected by us is unacceptable for the Buyer in a specific case, it may reject it. Our right to refuse subsequent performance in accordance with the statutory provisions remains unaffected.
- 8.7 We are entitled to make the subsequent performance required from us dependent on the Buyer paying the purchase price due. However, the Buyer will be entitled to withhold a part of the purchase price that is reasonable in relation to the defect.
- 8.8 The Buyer is required to give us the time and opportunity necessary for the subsequent performance required from us, including to hand over the Product subject to the defect notice for test purposes. In the case of a Replacement Delivery, the Buyer is required to return the defective Product to us at our request in accordance with the statutory provisions; however, the Buyer will not have a claim for return of the Product. The subsequent performance does not include the dismantling, removal or de-installation of the defective Product or the installation of a defect-free Product if we were not originally obligated to perform these services; the Buyer's claims for reimbursement of associated costs ("**Removal and Installation Costs**") remains unaffected.
- 8.9 We will pay or reimburse, as appropriate, the expenses necessary for the purpose of testing and subsequent performance, including, without limitation, transport, travel, labor, materials costs and, where applicable, costs or removing and installing, in accordance with the statutory provisions and these Terms, if a defect actually exists. Otherwise, we may claim reimbursement of the costs incurred as a result of the unjustified request to remedy the defect from the Buyer if the Buyer knew or was negligent in failing to know that there was in fact no defect. In addition, we will bear the necessary expenses only to the extent that these expenses are not increased by the fact that the Product was subsequently taken to a place other than the Place of Delivery, unless the shipment corresponds to the intended use. The Buyer agrees to cooperate as required for the purpose of testing and subsequent performance. This includes, without limitation, informing us about any defect in the Product and providing us with the Product for the purpose of subsequent performance. In addition, the Buyer will do everything reasonable to contribute to a reduction in the expenses necessary for the purpose of testing and subsequent performance that is within Buyer's sphere of influence; to this end, Buyer will consult with CATG in good time prior to the subsequent performance, including agreeing with CATG in advance on how the Product will be made available (e.g., the means of transport and transport route).
- 8.10 The Buyer has to raise any claims for subsequent performance to us. If we refuse the subsequent performance, the subsequent performance fails or a reasonable period to be set by the Buyer for the Rectification has expired unsuccessfully or is unnecessary under the statutory provisions, the Buyer may claim a reduction in price or cancel the contract in accordance with the statutory provisions. If a defect is insignificant, however, no right to terminate will exist. The subsequent performance will only be deemed to have failed after the second unsuccessful attempt.
- 8.11 Warranty claims are excluded to the extent that deterioration of the Product is due to natural wear and tear or improper handling of the Product for which we are not responsible. This applies in particular to deterioration that occurs due to improper Rectification by the Buyer or unauthorized third parties. Warranty claims are also excluded for defects that were not already present in the Product at the time of transfer of risk, as well as for defects resulting from incorrect handling, improper assembly or installation, non-compliance with operating and/or maintenance instructions, use of consumables that do not conform to the original specifications provided by us or natural wear and tear for which we are not responsible. Where we are not responsible for the competent performance of assembly, installation and maintenance work, the Buyer is required to demonstrate and provide evidence that such work has been carried out competently.
- 8.12 In the event of a defect resulting from incorrect assembly instructions, we will only be liable for material defects if the assembly or installation of the Product has otherwise been carried out competently and we are not responsible for assembly or installation. The Buyer must demonstrate and provide evidence that the work was carried out competently.

8.13 Claims by the Buyer for damages or reimbursement of futile expenses will also only exist in the event of defects as specified in clause 9 and are otherwise excluded.

9. Liability

9.1 Unless otherwise provided in the following provisions, CATG will be liable in accordance with the statutory provisions.

9.2 We will be only liable for damages (unless a warranty was provided) in the event of willful misconduct and gross negligence. In the event of ordinary negligence we will only be liable

- for damage arising from injury to life, body or health,
- for damage arising from the breach of a material contractual obligation (i.e., an obligation whose fulfilment is a prerequisite for the proper performance of the contract and on whose observance the Buyer regularly relies and may rely, such as timely delivery of the Products); in such a case, however, our liability will be limited to compensation for foreseeable, typically occurring damage.

9.3 The above limitations of liability will not apply to the extent that a defect was fraudulently concealed or a warranty was given for the quality of goods and to claims of the Buyer under the German Product Liability Act (*Produkthaftungsgesetz*).

9.4 Otherwise, liability for damages (including, without limitation, for damage that has not occurred to the item delivered) is excluded.

9.5 Properties of the Products will be deemed warranted only to the extent that we have expressly declared the warranty as such in writing. Details provided in catalogs and lists do not constitute a warranty or guarantee of properties. Likewise, all details contained in our quotations and order confirmations relating to dimensions, weight and other technical data do not constitute any assurance or guarantee of properties.

9.6 These limitations of liability apply to the same extent to our legal representatives, agents acting on our behalf, whether independently or on our instructions, and employees as well as to their personal liability.

9.7 If Products are manufactured according to Buyer's specifications, CATG will not be liable for any defects in the Products resulting from errors in such specifications. This will not apply if CATG is responsible for the defect. If claims for damage caused by errors in the Buyer's specifications are brought against CATG by third parties, the Buyer will indemnify CATG against such claims by third parties if the Buyer is responsible for the errors.

10. Limitation

10.1 The general limitation period for claims arising from material defects and defects in title not covered by section 438(1) no. 2 German Civil Code is one year from the time of delivery. If acceptance has been agreed, the limitation period will begin at the time of acceptance. This is without prejudice to other special statutory rules regarding limitation periods (notably section 438(1) no. 1 and (3) and sections 444 and 445b German Civil Code).

10.2 These limitation periods do not apply to claims for damages by the Buyer arising from injury to life, body or health or grossly negligent breaches of duty by CATG or its legal representatives or agents acting on its behalf or in the case of fraudulent intent. These claims and any product liability claims will become time-barred exclusively in accordance with the statutory provisions.

11. Use of Software

11.1 If the Product includes the delivery of software, the Buyer is granted a non-exclusive, non-transferable, non-sublicensable right, for the period of time and territory defined in the agreed scope of delivery, to use the software including its documentation in connection with the Product intended for this purpose for its own internal business purposes. Duplicating the software is only permitted to the extent that this is absolutely necessary for the use of the software in accordance with the preceding sentence. Using the software in connection with more than one Product is prohibited. Granting sublicenses and otherwise distributing the software is not permitted.

11.2 The Buyer may only reproduce, revise, translate or convert the software from object code to source code to the extent permitted by mandatory law (section 69a et seqq. German Copyright Act (*Urheberrechtsgesetz*)). Before obtaining access to the source code in order to establish interoperability with other

software, the Buyer must give us the opportunity to provide the required interface information within a reasonable period of time. The Buyer agrees not to remove any manufacturer's specifications (including but not limited to copyright notices) or to modify such specifications without our prior express written consent.

11.3 We reserve all other rights to the software and documentation, including any copies.

12. Purchase Option

12.1 We may make the conclusion of the contract with the Buyer dependent on the Buyer acquiring, in addition to the Product currently being offered ("**Purchased Item**"), a right to purchase ("**Option**") the item that is to be replaced by the Purchased Item ("**Replaced Item**"; the Buyer's right referred to below as "**Purchase Option**") at the same time. In such cases, the Purchase Option and its price will be stated in the quotation documents.

12.2 If the Option is exercised, the purchase price for the Replaced Item will be the net price for the Purchase Option plus statutory value added tax ("**Purchase Price**").

12.3 The Buyer may exercise the Purchase Option by sending us the complete, undamaged Replaced Item including the complete aeronautical documentation and having removed any liquids, within three (3) years from delivery of the Purchased Item ("**Time Limit**"). Shipments should be made to us DDP INCOTERMS® 2020 to the place of receipt specified by us in the order ("**Place of Destination**") within three (3) years from delivery of the Purchased Item. If the Place of Destination is not specified and nothing else has been agreed, the shipment is to be made DDP INCOTERMS® 2020 to Continental Aerospace Technologies GmbH, Platanenstr. 14, 09356 St. Egidien. Following receipt and examination of the Replaced Item, we will refund the Purchase Price according to clause 12.2 to the Buyer and will generate a credit note for this amount.

12.4 The Buyer will not be obligated to exercise the Purchase Option. The Purchase Option will expire at the end of the Time Limit; we will not be bound to repay the remuneration received for the acquisition of the Purchase Option.

13. Confidentiality

13.1 The Buyer and we will each keep confidential the information received from the other party. This obligation does not apply to information that the receiving party was already legitimately aware of at the time of receipt, without any obligation to maintain confidentiality, or that it subsequently becomes legitimately aware of, without any obligation to maintain confidentiality, or that is or becomes generally known without any breach of contract by one of the parties. Any specific non-disclosure agreements and statutory regulations regarding protection of trade secrets remain unaffected by this provision.

13.2 We retain ownership and any rights to the documents or data/data carriers provided. Duplicating and disclosing such documents or data/data carriers will only be permitted with our prior written consent.

14. Information, Advice, Changes to Products

14.1 If the Buyer makes use of CATG's support and receives information or advice from CATG or, where applicable, project customizations (*Projektfertigungen*) (collectively, "**Information**"), unless otherwise agreed in writing this constitutes non-binding Information. Non-binding Information does not imply any express or implied warranty and/or liability on the part of CATG. Otherwise, the above provisions apply by analogy with regard to warranty and liability.

14.2 We reserve the right to make technical design and engineering changes at any time, provided that the changes are reasonable for the Buyer, taking into account the interests of CATG and the Buyer, i.e., including, without limitation, changes leading to an improvement in the Products. There is no obligation to also make such changes to Products already delivered.

15. Export Control

15.1 The Buyer undertakes toward CATG to comply with all applicable national, European, U.K. and U.S. Export Control Regulations, including but not limited to all European or U.S. sanctions lists and export and customs regulations (together "**Export Control Regulations**").

15.2 The Buyer is required to notify CATG in writing without delay of any circumstances coming to its attention after the conclusion of the contract which give rise to the assumption of a possible or actual violation of Export Control Regulations.

15.3 Delays in delivery caused by the duration of procedures for granting of export licenses will not constitute a delay in delivery on the part of CATG.

15.4 In the event that a license is refused or the intended export transaction is prohibited under national, European, U.K. or U.S. law, CATG will be released from its contractual obligation to deliver.

16. Place of Performance, Place of Jurisdiction, Governing Law

16.1 The place of performance for all deliveries and services is the Place of Delivery. The place of performance for payments is the location of CATG's registered office.

16.2 If the Buyer is a merchant (*Kaufmann*), legal entity governed by public law or a special public fund, then the courts in Zwickau will have jurisdiction for all disputes between the Buyer und CATG arising directly or indirectly from the contractual relationship. The same applies by analogy if the Buyer is an entrepreneur (*Unternehmer*) for the purposes of section 14 German Civil Code. However, in all cases CATG is also entitled to bring a legal action at the place of performance of the obligations under the contract or, where applicable, a controlling individual agreement, or at the general place of jurisdiction of the Buyer. Any overriding statutory provisions remain unaffected, especially with regard to exclusive jurisdiction.

All legal relationships between the parties will be governed by German law, without regard to its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods ("**CISG**"). Clauses customary in the trade are to be interpreted on the basis of the INCOTERMS® applicable at the time of use.

17. Further provisions

17.1 If any provision of these Terms and the further agreements reached is or becomes ineffective or unenforceable, whether in whole or in part, the remainder of the other Terms will remain in full force and effect. If dispositive law is not available, the parties will be required to replace the ineffective or unenforceable provision with an effective and enforceable provision whose economic effect comes as close as possible to the ineffective or unenforceable provision. The same applies by analogy to any gaps in this contract.

17.2 It is pointed out that we store personal data in compliance with the statutory provisions and process it in connection with business transactions.

17.3 The Buyer may only transfer or assign its rights and/or obligations under the contract to any third party with the prior written consent of CATG.

17.4 CATG is entitled to have the services owed by it performed by third parties, including affiliated companies, at any time.

08/2022