	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

General Purchasing Terms and Conditions of AEE Aircraft Electronic Engineering GmbH

1. General; Scope of Application

- 1.1. These General Purchasing Terms and Conditions ("GPC") shall apply to all present and future business relationships between AEE Aircraft Electronic Engineering GmbH (hereinafter also referred to as "we" or "us") and suppliers, manufacturers and other sellers ("Suppliers") whose object is the purchase and/or delivery of movable goods ("Goods"). The GPC shall only apply if the Supplier is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law (Section 310 (1) BGB).
- 1.2. The GPC apply in particular to contracts for the purchase and/or delivery of goods, irrespective of whether the supplier manufactures the goods itself or purchases them from suppliers. The current version of the GPC shall also apply to future offers and contracts for the purchase and/or delivery of goods with the same supplier, without us having to refer to them again in each individual case.
- 1.3. The GPC shall apply exclusively, even if we place orders, provide services or make direct or indirect reference to letters or the like containing the Supplier's or third parties' terms and conditions without reservation and with knowledge of the Supplier's terms and conditions. We shall only recognize conflicting, deviating or supplementary terms and conditions of the supplier if we expressly agree to their validity. Individual agreements concluded between us and the supplier in individual cases (including supplementary agreements, additions and amendments) shall in any case take precedence over the GPC. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

2. Conclusion of Contract

- 2.1. The order by us shall be deemed a legally binding offer to conclude a contract at the earliest upon submission or confirmation. The supplier must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction and/or completion before acceptance; otherwise, the contract shall be deemed not to have been concluded.
- 2.2. Agreements or contracts concluded by the supplier with employees, representatives and other vicarious agents working for us require our subsequent confirmation. With the exception of our managing directors and authorized signatories, employees, representatives and other vicarious agents are not entitled to make verbal agreements deviating from this.
- 2.3. The supplier is obliged to confirm our order within two (2) weeks or, in particular, to execute it without reservation by dispatching or delivering the goods (acceptance). Delayed acceptance shall be deemed a new offer and requires acceptance by us.

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

2.4. We are entitled to demand changes to the delivery item in deviation from the originally ordered deliveries and services even after conclusion of the contract, insofar as this is reasonable for the supplier. The effects for both parties, in particular the additional or reduced costs and the agreed delivery dates, shall be taken into account appropriately in the event of this amendment to the contract.

3. Performance, Delivery, Transfer of Risk, Default of Acceptance

- 3.1. The supplier is not entitled to make partial deliveries without our prior consent.
- 3.2. Without our prior consent, the supplier is not entitled to have the performance owed by it rendered by third parties (e.g. subcontractors). The supplier shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- 3.3. Delivery within Germany shall be "free domicile" to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our registered office at Argelsrieder Feld 1A in 82234 Weßling, Germany. The respective place of destination is also the place of performance for the delivery and any subsequent performance (debt to be discharged at creditor's domicile).
- 3.4. The delivery must be accompanied by a delivery receipt stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order identification (date and number). If the delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery receipt.
- 3.5. The risk of accidental loss and accidental deterioration of the goods shall only pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- 3.6. The statutory provisions shall apply to the occurrence of our default of acceptance. However, the supplier must also expressly offer us its performance if a specific or determinable calendar time has been agreed for our action or cooperation (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions. If the contract relates to a non-fungible item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.
- 3.7. The supplier is responsible for proper packaging. Delivered goods are to be packed in such a way that transportation damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. If several packaging materials are available, the supplier must ensure that only environmentally friendly packaging materials are used. Transport damage caused by inadequate packaging shall be borne by the supplier.

4. Prices and Terms of Payment

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

- 4.1. The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately.
- 4.2. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transportation costs including any transport and liability insurance). The Supplier shall take back the packaging at its own expense, unless otherwise agreed between the contracting parties.
- 4.3. The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within fourteen (14) calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.
- 4.4. We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- 4.5. We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the supplier arising from incomplete or defective services. The supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

5. Delivery Time and Delivery Delays

- 5.1. The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be fourteen (14) days from conclusion of the contract. The supplier is obliged to inform us immediately if he is likely to be unable to meet agreed delivery times, irrespective of the reason.
- 5.2. If the supplier fails to perform or fails to perform within the agreed delivery period or is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions. The provisions in clause 5.4 shall remain unaffected.
- 5.3. In addition, we are entitled to withdraw from the contract at any time, stating the reason, if:
 - 5.3.1. we can no longer use the goods in our business operations or can only use them at considerable expense due to circumstances arising after conclusion of the contract for which the supplier is responsible (e.g. failure to comply with legal requirements); or
 - 5.3.2. the financial circumstances of the supplier deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

5.4. If the supplier is in default, we may - in addition to further statutory claims - demand a contractual penalty of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The contractual penalty shall be set off against the total damage caused by delay to be compensated by the supplier. The supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred. The later acceptance of the delayed delivery or service by us shall not constitute a waiver of the claims for compensation to which we are entitled.

6. Spare Parts

6.1. The supplier is obliged to keep spare parts for the goods delivered to us in stock for a period of at least three (3) years after delivery.

6.2. If the supplier intends to discontinue the production of spare parts for the goods delivered to us at or after the expiry of the period specified in clause 6.1, it shall notify us of this immediately after the decision to discontinue. This decision must be made at least six (6) months before production is discontinued.

7. Execution of Work

7.1. Suppliers who carry out work on our factory premises in fulfillment of the contract must comply with the applicable laws and regulations as well as our company regulations. The supplier is obliged to appoint a person responsible for the execution of the order who ensures the duty of supervision and control. The supplier's responsible person shall be obliged to consult with a coordinator appointed by us before carrying out the work, to take suitable protective measures and to inform us and third parties concerned of any mutual hazards.

7.2. Suppliers are responsible for the instruction and safety of their employees and contracted subcontractors as well as for the safeguarding of sources of danger to third parties. The supplier may only deploy suitably qualified employees and safe work equipment on the factory premises. Accidents that occur on the factory premises must be reported to us immediately.


8. Warranty

8.1. The statutory provisions and, exclusively in our favor, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the supplier.

8.2. In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the supplier or the manufacturer.

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

- 8.3. In the case of goods with digital elements or other digital content, the Supplier shall be obliged to provide and update the digital content in any case to the extent that this results from a quality agreement in accordance with the above clause 8.2 or other product descriptions of the Supplier or in its order, in particular on the Internet, in advertising or on the goods label.
- 8.4. We are not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. We shall also be entitled to claims for defects without restriction if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
- 8.5. The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following provision: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within seven (7) working days of discovery and/or, in the case of obvious defects, of delivery.
- 8.6. Subsequent performance shall also include the removal of the defective goods and reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, shall be borne by the supplier even if it turns out that there was no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognized or were grossly negligent in not recognizing that there was no defect.
- 8.7. Without prejudice to our statutory rights and the provisions in clause 8.5 the following shall apply: If the supplier does not fulfill its obligation to provide subsequent performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this or a corresponding advance payment from the supplier. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances immediately, and, if possible, in advance.
- 8.8. Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

8.9. The supplier shall be responsible for the fault of its subcontractors as if it were its own fault.

9. Supplier Recourse

9.1. In addition to the claims for defects, we are entitled without restriction to our statutory claims for expenses and recourse within a supply chain (so-called supplier recourse). In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the supplier that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice pursuant to Section 439 (1) BGB is not restricted by this.

9.2. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses), we shall notify the supplier and request a statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for providing evidence to the contrary.

9.2.1. Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.

10. Producer Liability

10.1. If the supplier is responsible for product damage, he shall indemnify us against third-party claims upon first request to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

10.2. Within the scope of its indemnification obligation pursuant to the above clause 10.1 the supplier shall reimburse our expenses pursuant to Sections 683, 670 BGB or pursuant to Sections 830, 840, 426 BGB arising from or in connection with any claims asserted by third parties, including recall actions carried out by us. We shall inform the supplier of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

10.3. The supplier shall ensure adequate insurance cover, in particular with regard to any manufacturer's liability. In particular, the supplier shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 10 million per personal injury/property damage.

11. Force Majeure

11.1. In cases of force majeure, the affected contracting party shall be released from the obligation to deliver or accept the goods for the duration and to the extent of the impact. Force majeure is any event beyond the control of the respective contracting party which prevents it in whole or in part from fulfilling its obligations, including fire damage, floods, strikes and lawful lockouts, unexpected pandemics or epidemics as well as operational disruptions or official orders for which it is not responsible. Supply difficulties and other service disruptions on the part of the supplier's upstream suppliers shall only be deemed to be force majeure if the upstream supplier is prevented from providing the service incumbent upon it by force majeure.

AEE Aircraft Electronic Engineering GmbH • Argelsrieder Feld 1a • D-82234 Weßling
Tel: +49 (0)8153 400670 • E-Mail: aee@aee-gmbh.de

As of 04. September 2024
GPC-English-A2

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

- 11.2. The affected contracting party shall immediately notify the other contracting party of the occurrence and cessation of the force majeure and shall use its best efforts to remedy the force majeure and to limit its effects as far as possible.
- 11.3. In the event of force majeure, the contracting parties shall agree on the further procedure and determine whether the goods not delivered during this period are to be delivered subsequently after its cessation. Notwithstanding this, we are entitled to withdraw from the orders affected by this if the force majeure lasts for more than four (4) weeks from the agreed delivery date.

12. Confidentiality and Retention of Title

- 12.1. We reserve the right of ownership and copyright to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents which we make available to the supplier in advance or during the execution of the order ("**Confidential Documents**"). Confidential Documents shall be used exclusively for the contractual performance and shall be returned to us after termination of the contract. The Confidential Documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the Confidential Documents has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.
- 12.2. The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the supplier for production. The supplier is obliged to use the tools belonging to us exclusively for the manufacture of the goods. Such items shall - as long as they are not processed - be stored separately at the supplier's expense and insured at replacement value against fire, water damage and theft at the supplier's own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all servicing and repair work at his own expense and in good time. He shall notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- 12.3. Any processing, mixing or combining (further processing) of items provided by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- 12.4. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership for us.

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

12.5. The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the supplier for transfer of ownership conditional upon payment of the purchase price, the supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price, assigning the resulting claim in advance (alternatively, the simple retention of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

12.6. To the extent that the claims asserted against us pursuant to clause 12.3 and/or clause 12.4 exceeds the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the supplier's request.

13. Property Rights

13.1. The Supplier warrants that no third-party rights are infringed in connection with the manufacture and sale of its goods.

13.2. If claims are asserted against us by a third party for this reason, the supplier shall be obliged to indemnify us against these claims upon first request. We are not entitled to enter into agreements with the third party in this connection, in particular to conclude a settlement, without the supplier's consent. The supplier's obligation to indemnify relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.

13.3. Irrespective of the provisions under clause 14 the limitation period for claims arising from or in connection with third-party rights is ten (10) years, calculated from the conclusion of the contract.


14. Ownership of Work Products

14.1. For the purposes of these GPC, Work Product shall include all designs, design rights, discoveries, creations, works, devices, masks, models, work in progress, performance results, inventions, products, computer programs, processes, improvements, developments, drawings, notes, documents, information and materials designed or developed by the Supplier alone or with third parties exclusively for us and resulting from or in connection with the Services performed under the Contract, and all copies thereof ("**Work Product**").

14.2. Contractual standard goods that are manufactured by the supplier and sold to us without having been designed, specifically adapted or modified exclusively for us are not considered work products.

14.3. All Work Product is and shall at all times remain our sole property and the Supplier shall not be entitled to use or reverse engineer any Work Product without our prior written consent.

14.4. The Supplier hereby agrees to assign and transfer to us all of its worldwide rights, titles and interests in Work Product, including all related intellectual property rights. Supplier hereby assigns or transfers to us such worldwide right, title and interest in Work Product. We hereby accept such assignment or transfer.

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

- 14.5. In the case of copyrights, the supplier shall grant us an exclusive, temporally and geographically unrestricted, free license for all types of use. We shall have the sole right to further dispose of work product, including the right to treat the work product as a trade secret, to make and file patent applications for it, to use and disclose it without prior patent application, to apply for copyright or trademark registrations in our own name or otherwise dispose of it.
- 14.6. Supplier agrees to: (a) promptly disclose to us all Work Product in its possession (b) otherwise treat all Work Product as confidential information of ours as described above. These obligations of disclosure, assistance, performance and confidentiality shall survive the expiration or termination of the Contract.
- 14.7. We shall have no right to any work designed by or based on the Supplier's practice without the use of any equipment, inventory, facilities, trade secrets or confidential information of ours within the meaning of clause. 12.1 and 12.2 unless (i) such works are related to our business or our actual or demonstrably intended research and development, or (ii) such works result from contractual services performed by the Supplier exclusively for us.

15. Statute of Limitations

- 15.1. The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 15.2. Notwithstanding the statutory provisions, the general limitation period for claims for defects is three (3) years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem for restitution by third parties shall remain unaffected. Furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.
- 15.3. The limitation periods under sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases. The warranty period for repaired or replaced parts shall begin anew upon delivery or repair.

16. Export Control and Customs

- 16.1. The supplier is obliged to inform us of any authorization requirements or restrictions for (re-)exports of its goods (goods, software and technology) in accordance with the applicable export control and customs regulations as well as the export control and customs regulations of the country of origin of its goods in its business documents or other communication channels specified by us (e.g. platforms). In particular, the supplier is obliged to provide us with the Export Control Classification Number in accordance with the U.S. Commerce Control List (ECCN) for all goods that are subject to U.S. (re-)export control law. The supplier is obliged to inform us immediately of any changes to the export list numbers (including ECCN) applicable to the goods delivered to us due to technical or legal changes or official determinations.

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

- 16.2. The supplier is obliged to inform us of the commercial origin of its goods. This must be stated on the respective commercial invoice and a certificate of origin must be issued if required. The supplier assures us to provide information on the respective prescribed preferential origin and to enclose the respective prescribed proof of origin for deliveries of goods from a free trade agreement/preferential agreement country. For deliveries of goods within the European Union (EU), he shall issue a long-term supplier's declaration (LLE) in accordance with the applicable statutory regulations within a period of 21 days of our request. In the case of a first delivery, the information on the commercial policy and preferential origin must be provided in writing at the latest at the time of the first delivery. We must be notified immediately in writing of any subsequent changes.
- 16.3. In the case of deliveries of goods across customs borders, the supplier is obliged to enclose all necessary documents such as commercial invoice, delivery bill and information for a complete and correct import customs declaration with the delivery. Additional costs not included in the price of the goods (e.g. research and development costs, license fees, tool costs, materials provided by the buyer in relation to the delivery of goods) must be listed separately on the invoice. The supplier shall support us with all means necessary to reduce or minimize our payment obligations regarding customs duties or costs for customs clearance.
- 16.4. Unless otherwise agreed in the delivery or offer documents, software, software know-how, technology or other data shall only be transferred across customs borders in electronic form (e.g. by e-mail or download). This clause does not apply to "embedded software" (software that is physically located on hardware).
- 16.5. Irrespective of other rights and without liability towards the supplier, we are entitled to withdraw from the contract concerned or to terminate it without notice if the supplier fails to fulfill the obligations under the above clauses 16.1 to 16.4 or repeatedly fails to fulfill them.

17. Compliance with Laws; Data Security

- 17.1. In connection with the contractual relationship, the supplier is obliged to comply with the relevant statutory provisions. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.
- 17.2. The supplier shall ensure that the goods delivered by him comply with all relevant requirements for placing on the market in the European Union and in the European Economic Area. He shall provide us with proof of conformity on request by submitting suitable documents.
- 17.3. The Supplier shall make reasonable efforts to ensure compliance with the provisions of this clause 17 by its subcontractors to ensure compliance with the obligation's incumbent on the Supplier. In the event of serious violations of the law by the Supplier and in the event of violations of the provisions of clause 17.1 to 17.2 we reserve the right to withdraw from existing contracts or to terminate them without notice.

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

17.4. The supplier must respond to inquiries regarding compliance, social responsibility and sustainability in the supply chain within a reasonable period of time and in compliance with the specified formalities. In addition, in the event of a suspected breach of the obligations under clause 17.1 to 17.2 and inform us of the clarification measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be well-founded, the supplier must inform us within a reasonable period of the internal measures it has taken to prevent future violations. If the supplier does not comply with these obligations within a reasonable period, we reserve the right to withdraw from contracts with the supplier or to terminate them with immediate effect.

17.5. The Supplier shall take all reasonable legal, organizational and technical measures to protect against unlawful and unauthorized processing of its electronic data or Confidential Information. Supplier shall maintain reasonable operating standards and security procedures and shall use its best efforts to safeguard Confidential Information by utilizing reasonable security measures, including, but not limited to, appropriate network security and encryption technologies and the use of reasonable user identification or password control requirements. The Supplier shall notify us immediately if Supplier knows or has reason to believe that any misuse, compromise, loss or unauthorized disclosure or appropriation of or access to Confidential Data has occurred.

18. Miscellaneous

18.1. The supplier is not entitled to assign its claims arising from or in connection with the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned; we must be informed immediately in writing of any such assignment.

18.2. To fulfill the written form requirement stated in these Terms and Conditions of Purchase, the transmission of an unsigned electronic document, an unsigned e-mail or transmission by fax is also sufficient.

18.3. The abbreviation "BGB" used in these GPC refers to the German Civil Code as amended from time to time.

18.4. The place of performance for all deliveries and services ordered by us is 82234 Weßling.


18.5. The exclusive - also international - place of jurisdiction for all disputes arising from or in connection with the business relationship between us and the supplier is Munich. However, we shall also be entitled to sue the customer at its registered office. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.

18.6. The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

18.7. Should provisions of these Terms and Conditions of Purchase be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions.

19. Requirements according to EN9100

19.1. Suppliers must implement and maintain a quality management system that meets the specified requirements.

	Title: General Purchasing Terms and Conditions	AEE GmbH	
		GPC-English	A2
		Responsible: Acc.M	

- 19.2. Suppliers must keep all relevant quality records for at least ten years and make them available on request.
- 19.3. Suppliers must ensure that their employees are appropriately trained and have the necessary qualifications to meet the required quality standards.
- 19.4. Suppliers must ensure that all products and services supplied comply with the agreed specifications and legal requirements.
- 19.5. Suppliers must ensure that all production processes are monitored and documented.
- 19.6. Suppliers must implement a procedure for handling non-conformities and initiating corrective actions.
- 19.7. Suppliers must ensure that all changes to processes, products or services are approved and documented prior to implementation.
- 19.8. Suppliers must ensure that all subcontractors and suppliers also meet the specified requirements.
- 19.9. Suppliers must ensure that all relevant legal and regulatory requirements are met.
- 19.10. Suppliers must carry out regular internal audits to ensure conformity with the specified requirements.
- 19.11. Suppliers are obliged to prevent the use of counterfeit parts.
- 19.12. Suppliers shall provide the organization, its customers and regulating authorities with access rights to the relevant areas of all facilities and to the relevant documented information at each level of the supply chain.

20. Code of Conduct

- 20.1. The supplier is obliged to comply with our Code of Conduct. This always applies in the current version.