



General Terms and Conditions of Purchase

1. Definitions

Agreement	All Agreements between the Parties concerning the sale/purchase and delivery of Goods by the Supplier to VIBA and/or the provision of Services by the Supplier to VIBA;
Goods	The Goods to be delivered by the Supplier based on the Agreement to or for the benefit of VIBA, being items of property and/or property rights;
VIBA	VIBA B.V. (Chamber of Commerce file number 27024569), being the users of the Conditions;
Offer	Every offer by the Supplier to VIBA to conclude an Agreement;
Party/Parties	VIBA and the Supplier jointly or each of them individually;
Request	The invitation of VIBA to a Supplier to make an Offer;
Services	The work to be performed by the Supplier for the benefit of VIBA on the basis of the Agreement, as specified further in the Agreement;
Supplier	The natural and/or legal person or persons to whom VIBA makes an Offer to deliver Goods and/or provide Services and/or with whom VIBA concludes an Agreement;
Terms and Conditions	These General Terms and Conditions of Purchase of VIBA.
In Writing/Written	By letter, fax, electronic message or bailiff's notification;

2. Applicability

- 2.1. These Terms and Conditions are applicable to all Requests, Offers and Agreements, as well as to any agreements arising therefrom or based thereon.
- 2.2. The applicability to any Offer or any Agreement of any general or specific terms and conditions applied by the Supplier is rejected by VIBA, unless and after VIBA has declared in Writing that the relevant terms and conditions apply to an Agreement. Under no circumstances does acceptance in this manner of the applicability of the Supplier's general terms and conditions to an Agreement result in the tacit applicability of these terms and conditions to any future Agreements.
- 2.3. Amendments and/or additions to the Terms and Conditions will only be valid after they have been accepted by VIBA in Writing.
- 2.4. If the Terms and Conditions have applied to any Agreement, they will apply by operation of law (automatically) to any future agreement concluded between the Parties, without any separate agreement to this effect between the

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Parties concerned being required, unless the Parties have expressly agreed otherwise in Writing with respect to the relevant agreement.

- 2.5. In case of invalidity or annulment by the Supplier of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions will continue to apply in full to the Agreement. The Parties will consult each other on replacing the invalid or voided provision of the Terms and Conditions by a provision which is valid or not voidable and which approaches the content and purport of the invalid or voided provision as much as possible.
- 2.6. In so far as an Agreement deviates from one or more provisions of the Terms and Conditions, the provisions of the Agreement will prevail. The remaining provisions of the Terms and Conditions will in that case continue to apply to the Agreement.
- 2.7. If any translations have been made of these Terms and Conditions, the version in the Dutch language will prevail over the version(s) in any other language.

3. Formation of agreements

- 3.1. The making of an Offer by the Supplier does not oblige VIBA to enter into an Agreement with the Supplier.
- 3.2. A Request by VIBA is followed by an Offer from the Supplier that is irrevocable, not free from obligations and valid for at least thirty (30) days after receipt thereof by VIBA.
- 3.3. An Agreement will only be concluded after VIBA has accepted an Offer by the Supplier in Writing. The Parties may not derive any rights from oral agreements that have not been confirmed in Writing.
- 3.4. If a Written instruction or Written Request has been submitted by VIBA without the Supplier having made an Offer in advance or without the Supplier confirming the instruction, the Agreement will be effected by the delivery of the Goods or the start of the provision of the Services in accordance with the instruction or Request.
- 3.5. Undertakings by and agreements with employees or representatives of VIBA are only binding on VIBA vis-à-vis the Supplier in so far as these undertakings and/or agreements have been ratified or have been confirmed to the Supplier in Writing by a person authorized by VIBA.

4. Prices and rates

- 4.1. All prices and rates are exclusive of turnover tax (VAT), unless explicitly stated otherwise. The agreed prices and rates are fixed and cannot be changed during the term of the Agreement, unless in the manner stipulated in Article 4.4.
- 4.2. Prices and rates are in euros, unless explicitly agreed otherwise in Writing.
- 4.3. Unless explicitly agreed otherwise, all prices and rates are inclusive of packaging and transport costs and other costs of shipping, import documents, insurance including transport insurance, travel time, travel and subsistence expenses.
- 4.4. The Supplier will only be entitled to increase the agreed fixed prices and rates or obliged to lower the agreed fixed prices and rates if VIBA makes a material change to the originally agreed work. The Supplier will furthermore only be entitled to increase the agreed fixed prices and rates, if VIBA has agreed to this in Writing.

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- 5.1. With respect to Goods delivered and/or Services provided by the Supplier, the Supplier will send an invoice to VIBA.
- 5.2. Unless agreed otherwise, payment of the amounts owed under the Agreement must be made within thirty (30) days of the invoice date.
- 5.3. Payment by VIBA does not constitute in any way a waiver of any right or acceptance of the Goods delivered and/or the Services provided.
- 5.4. If VIBA fails imputably in its payment obligation, VIBA will only be in default after it has been given notice of default by the Supplier in Writing and if after the expiry of a term of fourteen (14) days it has still failed to pay.
- 5.5. VIBA, and any natural or legal persons affiliated with it, is entitled to set off all claims against the Supplier against any amount owed by VIBA (and/or any natural or legal persons affiliated with VIBA) to the Supplier or to natural or legal persons affiliated with the Supplier.

6. Performance of Services

- 6.1. The Supplier is fully independent in the actual performance of the Services and will, if the Supplier is a natural person, provide VIBA before the commencement of the Services with a (standard) agreement which has been authorized by the tax authorities or a similar declaration as provided for law. VIBA is entitled to defer its payment obligations towards the Supplier if the Supplier has not provided a valid VAR or similar declaration as provided for by law. The Supplier will indemnify VIBA against all taxes and national insurance contributions of any nature whatsoever, including interest, fines, costs, etcetera, charged to VIBA in connection with the work performed by the Supplier for the benefit of VIBA.
- 6.2. The Supplier performs work for and provides Services to one or more other clients.
- 6.3. In so far as applicable, the Supplier is obliged to impose the obligations arising from the Agreement (therefore including the obligations arising from these Terms and Conditions) to any persons engaged by it in the performance of the Agreement.

7. Mode of delivery

- 7.1. The Supplier will deliver the Goods and transfer the ownership thereof to VIBA at the time of delivery at the location indicated by VIBA. The Supplier guarantees that the Goods are free and unencumbered.
- 7.2. Unless stipulated otherwise by VIBA, the Goods will be Delivered Duty Paid (DDP) to the address of VIBA (Zoetermeer, the Netherlands), as referred to in the most recent version of the Incoterms.
- 7.3. The Supplier is obliged to cooperate fully in the delivery of the Goods or the provision of Services respectively under the Agreement. Any instructions by VIBA with respect to packaging and shipment must be strictly observed.
- 7.4. Any delivery or transfer of Goods or results of Services by the Supplier to VIBA does not constitute final and unconditional acceptance of the Goods or Services by VIBA.
- 7.5. In the event of complaints, faulty Goods and/or late delivery, the costs of returns will be at the risk and expense of the Supplier. Return packaging may be returned carriage paid to the Supplier at the risk and expense of the Supplier.

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7.6. Without Written consent Supplier is not allowed to transfer any obligation related to the (delivery of) Goods and/or (provision of) Services under the Agreement to a third party.

7.7. Supplier is required to designate in Writing Goods with limited shelf life to VIBA and to set out in Writing the method of treatment of these Goods.

8. Term of delivery

8.1. The term(s) of delivery agreed between VIBA and the Supplier will be considered a strict deadline or strict deadlines, unless explicitly agreed otherwise between the Parties.

8.2. If the Supplier expects a delay, it will be obliged to inform VIBA immediately that the agreed delivery time cannot be strictly observed.

8.3. Unless explicitly agreed otherwise in Writing, the term of delivery commences on the day on which the Agreement is concluded.

9. Acceptance and guarantee

9.1. In any case after the Supplier has performed its obligations under the Agreement, VIBA will, within a reasonable period of time (being not shorter than 90 days), subject the Goods delivered and Services provided to an acceptance test. If it then becomes apparent that the Goods delivered and Services provided meet the requirements and performance set out in the Agreement, the Goods and Services will be accepted by VIBA. If it then becomes apparent that the Goods delivered and Services provided do not meet the requirements and performance set out in the Agreement, VIBA will be entitled, contrary to the provisions of Section 23 of Book 7 of the Dutch Civil Code, to the rights arising from the circumstance that the Supplier fails in the performance of its obligations.

9.2. During the guarantee period the Supplier guarantees that all Goods delivered and the results of the Services will at least:

- a. be of good quality;
- b. be free from flaws in the materials used and the construction;
- c. be complete and suitable for their purpose;
- d. comply with the relevant specifications, drawings and technical information and the applicable laws or other regulations prescribed by the authorities in the Netherlands and/or the European Union, such as those with respect to health, safety, environmental health and electromagnetic interference;
- e. (in the event of electronic content) be free from viruses and malicious or harmful software.

9.3. The guarantee period will be the longest of the hereafter mentioned periods. The period during:

- a. the performance of the Agreement;
- b. the expected life of the Goods delivered and Services provided after the moment the Goods and/or Services have been taken in use, with a minimum of one year;
- c. one year after acceptance by VIBA.

9.4. Any defects or flaws becoming apparent during a guarantee period as referred to in this article, with the exception of those caused by normal wear and tear or abnormal use, will, following the first notification from VIBA, be repaired, replaced, disassembled, assembled or supplemented immediately, in full and free of charge by the Supplier, without

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prejudice to any other rights of VIBA. Any related costs, loss and interest as referred to in Article 10 are at the Supplier's expense and will be immediately due and payable.

- 9.5. If, following the aforementioned notification, the Supplier has not commenced repairs within a period that is reasonable for VIBA, VIBA will be authorized to carry out this work itself or have it carried out by third parties at the risk and expense of the Supplier without any adverse consequences for the guarantee obligations entered into by the Supplier, provided that the Supplier is informed of this as soon as possible. All claims VIBA may have or may acquire against the Supplier in these cases will be due and payable immediately and in full.

10. Liability and insurance

- 10.1. The Supplier is liable for loss suffered or to be suffered by VIBA due to any failure of the Supplier, whether or not attributable to it, in the obligations under the Agreement, each time for the loss defined in the relevant category referred to below in Article 10.2 in any case up to the amounts specified in that category (unless the actual loss is less, in which case up to the amount of the loss), irrespective of the question whether the Supplier is actually insured in accordance with the provisions of that Article 10.2.
- 10.2. The Supplier guarantees that it has taken out sufficient insurance and will keep itself sufficiently insured against the risks ensuing for the Supplier from the Agreement(s), subject to the obligation to provide VIBA with the relevant policies, should VIBA so demand. These insurance policies will in any case include:
- a. at all times an aviation products and grounding liability insurance (Lloyds AVN 98 conditions) with an insured amount of at least EUR 10,000,000 per claim;
 - b. an aviation products recall insurance (Lloyds AVN 98 conditions) with an insured amount of at least EUR 1,000,000 per claim.
- 10.3. If in all reasonableness the insurance cover referred to in Article 10.2 under (b) cannot be obtained, which will never discharge the Supplier from its liability and obligation to compensate loss, the Supplier will give VIBA a Written indemnity of its supplier(s) or manufacturer(s) covering at least any possible third-party claims for the items referred to in Article 10.2 under (b).
- 10.4. The Supplier indemnifies VIBA against third-party claims on account of loss, due to shortcomings in the Goods delivered, including safety defects within the meaning of product liability, and/or due to an act or failure to act on the part of the Supplier or its auxiliary persons.

11. Production tools

- 11.1. All items used by or on behalf of the Supplier for the production, such as but not limited to dies, moulds, stamps, prototypes, special tools and drawings (hereinafter referred to as 'production tools') given on loan by VIBA to the Supplier or manufactured or purchased by the Supplier for VIBA, will remain the property of VIBA or become the property of VIBA immediately after the production, subject to the obligation of VIBA to make, as and when necessary, the payment or remaining payment for the production tools concerned to the Supplier.
- 11.2. The Supplier is responsible for the storage and bears the risk for damage to and/or loss of these production tools and will arrange for the necessary maintenance of the tools. When not used for production, the production tools must be stored separately from the production space.
- 11.3. The Supplier will mark the production tools in such a way that VIBA will at all times be able to exercise its ownership rights and have free access to these production tools.
- 11.4. If third parties threaten to take possession of the production tools, the Supplier must inform VIBA immediately.

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11.5. The Supplier will not sell or transfer production tools to a third party without VIBA Written permission.

12. Intellectual property rights

12.1. All intellectual and industrial property rights, including but not limited to copyrights and database rights, to any Goods and/or results of Services, including but not limited to copy, models, drawings, designs, documentation, photographic recordings, films, information carriers, equipment and software (in object code and source code), information and databases, moulds and dies, which are the subject of and/or arise from and/or are used in the performance of the obligations under the Agreement between the Supplier and VIBA are vested in VIBA. If the aforementioned rights are not vested in VIBA, the Supplier will be obliged to grant its cooperation to the transfer of the relevant right to VIBA on demand.

12.2. The Supplier guarantees that the Goods delivered by it and/or results of Services provided by it will not in any way infringe any rights third parties may exercise based on any regulations, including intellectual and industrial property rights, and indemnifies VIBA both in and out of court against all claims third parties may exercise based on the aforementioned legislation or regulations.

12.3. Information, requests for offers, sketches, drawings, models, designs, specifications, data, documents and other company information provided by VIBA to the Supplier or manufactured in the context of the Agreement or the formation thereof, may not be used by the Supplier in any manner whatsoever other than for the purpose for which they have been made available by VIBA to the Supplier and will at all times remain the property of VIBA.

12.4. The Supplier will indemnify VIBA against all claims made concerning any infringement of intellectual property rights by third parties and comparable claims, such as those concerning know-how or illegal competition. The Supplier undertakes, at its own expense, to take all measures that can contribute to the prevention of delays at VIBA and to limit the extra costs to be incurred or loss to be sustained in this respect by VIBA.

13. Personal data and data protection

13.1. In the context of the Agreement or the performance thereof the Supplier will at all times comply with the applicable legislation and regulations concerning data protection and the protection of personal data (privacy).

13.2. If the Supplier in the context of the Agreement or the performance thereof processes personal data obtained from VIBA, the Supplier will use this personal data exclusively for the purpose for which the Supplier obtained the data.

13.3. The Supplier will process the personal data in accordance with the law, including the Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*) and will do so in a proper and careful manner. The Supplier will protect the personal data at all times against loss, destruction or any form of unlawful processing, taking into account the state of technology and the reasonable costs of implementation.

13.4. The Supplier guarantees that only third parties authorized by VIBA will have access to the personal data of VIBA.

13.5. The Supplier guarantees that the personal data will not in any way be processed outside the European Union, not even through storage in the cloud.

13.6. The Supplier is obliged, should VIBA so request, to conclude a processor's agreement or similar agreement, containing reasonable conditions on market terms.

13.7. The Supplier will report each security incident or increased risk of a security incident immediately to VIBA and, to the extent required, to all competent bodies. The Supplier will also inform VIBA about any measures to be taken to prevent another security incident.

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13.8. The Supplier will indemnify VIBA against any third-party claim concerning the violation by the Supplier of the obligations set out in this article and any consequences thereof, and will compensate VIBA for any loss sustained and cost incurred in this respect.

14. Confidentiality

The Supplier undertakes to keep confidential all information of which it knows or can reasonably assume that confidentiality is in the interest of VIBA. This concerns in any case specifications, financial information, manuals and product information related to the Goods and/or Services. Unless determined otherwise in this respect in the Agreement, information will remain the exclusive property of the Party that discloses the information to the other Party. Unless determined otherwise in the Agreement, the Party to which the information is made available will not reproduce the information or disclose it to third parties or allow others to do so. The Supplier will impose these confidentiality clauses on its employees and any third parties engaged by it.

15. Transfer of rights and obligations to third parties

15.1. The Supplier is not entitled to transfer any or all of the rights and/or obligations under the Agreement to a third party without the explicit prior Written permission of VIBA, which includes the creation of rights of pledge. Conditions may be attached to this permission. Transfer of rights within the meaning of Section 83(2) of Book 3 of the Dutch Civil Code is excluded, except with the Written permission of VIBA. This stipulation is binding on third parties.

15.2. In the event that the Supplier wishes to make use of the services of third parties in the performance of the Agreement, either through subcontractors or by hiring temporary staff, it will only be authorized to do so following the Written permission of VIBA, which will not withhold its permission on unreasonable grounds.

16. Termination

16.1. If the Supplier fails to fulfil all or part of one or more of its obligations under the Agreement, the Supplier will be deemed to be in default by operation of law and VIBA will have the right to terminate all or part of the Agreement unilaterally by means of a Written notification to the Supplier, without any notice of default or judicial intervention, and/or to suspend its payment obligations and/or to transfer all or part of the performance of the Agreement to third parties, without VIBA being obliged to pay any compensation and without prejudice to any rights accruing to VIBA, including the right to full compensation. All claims which VIBA may have or may acquire against the Supplier in these cases will be due and payable immediately and in full.

16.2. In the event of insolvency, suspension of payments, cessation of work, liquidation or takeover or any comparable situation of the Supplier, or if the Supplier ceases its business operations or if an attachment has been levied on a substantial part of the Supplier's assets or if the Supplier is otherwise no longer deemed capable of fulfilling the obligations arising from the Agreement, the Supplier will be in default by operation of law and VIBA will have the right to terminate all or part the Agreement unilaterally by means of a Written notification, without any notice of default or judicial intervention being required and without VIBA being obliged to pay any compensation and without prejudice to its other rights, including VIBA's right to full compensation.

17. Applicable law and competent court

17.1. All Agreements concluded by VIBA will be exclusively governed by Dutch law to the exclusion of the Vienna Sales Convention.

17.2. Any disputes between the Parties will be exclusively submitted to the District Court for the Central Netherlands.