

A. GENERAL

1. Basis of the Contractual Relationship

For all services provided by Eurofins Qualitech AG (hereinafter referred to as "Eurofins Qualitech"), the following General Terms and Conditions (hereinafter referred to as "T&C") apply in addition to any offer that has been accepted by the Client, order confirmation or service contract between Eurofins Qualitech and the Client (hereinafter referred to as the "Parties").

Every offer, order confirmation or service contract, together with these T&C, forms an Individual Contract. The entirety of all Individual Contracts between the Parties is referred to hereinafter as the Contractual Relationship.

In cases of inconsistency between these T&C on the one hand and accepted offers, order confirmations or service contracts on the other, the offers, order confirmations or service contracts shall take precedence.

These T&C shall also apply in particular for all future business dealings, even if this is not expressly agreed again in individual cases.

2. Subject matter of Individual Contracts

The subject matter of Individual Contracts can include, in particular, materials testing, technical acceptance procedures and inspections relating to production processes, and in the case of failures or damage, failure and materials analyses. It can also include engineering services, consultancy, training, measurement technology and calibration. These T&C shall also apply to all welding work and welding manufacturing to be carried out by Eurofins Qualitech.

The subject matter of a particular Individual Contract shall be defined in the applicable offer, order confirmation or service contract.

B. OFFER PHASE

3. Eurofins Qualitech documentation

All information provided by Eurofins Qualitech that is not included in the Contractual Relationship, such as may be contained on the company website or in brochures, price lists and other publications, is non-binding and shall be considered merely an invitation to tender, unless otherwise expressly stipulated by Eurofins Qualitech.

4. Offer documentation

Scope and pricing are as defined by the service description in the offer or service contract. The offered services and prices are based on the offer documentation that was available at the time of offer submission. If the offer documentation is incomplete or incorrect, Eurofins Qualitech shall be entitled to adjust the services and/or pricing accordingly.

5. Validity of offer

The validity of the offer is limited to maximum three months unless otherwise agreed.

C. CONTRACT AGREEMENT PHASE

6. Formation of Individual Contracts

With the exception of small orders as defined below, a contract is formed either by a Client's written order with subsequent Eurofins Qualitech order confirmation, by a Eurofins Qualitech offer that is signed by the Client, or by a service contract signed by both Parties. Oral agreements are not binding unless confirmed in writing by Eurofins Qualitech (including by email or telefax).

In the case of small orders contracts may be agreed verbally or by email.

These T&C constitute an integral part of every Individual Contract, and shall be considered accepted by the Client when the order is confirmed, when the offer or service contract is signed, when the small order is accepted by Eurofins Qualitech or when the goods or services are accepted by the Client.

D. SERVICE DELIVERY PHASE

7. Technical documents and instructions

The Client shall provide Eurofins Qualitech with all relevant technical documentation (drawings, plans, specimens, etc.) and instructions, in good time and at the Client's expense. Eurofins Qualitech shall not be liable for any delays in fulfilling the contract that may result from late provision of technical documents or instructions. Neither shall Eurofins Qualitech be liable for the accuracy or completeness of documents and information provided by the Client.

The Client confirms to Eurofins Qualitech that it is entitled to use the technical documents and to provide them for use by others. The Client indemnifies Eurofins Qualitech against all claims and damages that may result from the use of the technical documents.

8. Client materials

The Client shall deliver to Eurofins Qualitech, in good time and at his own expense, all materials, products, information, etc. that are to be provided by the Client to Eurofins Qualitech for use (hereinafter referred to as "Client Materials"). Eurofins Qualitech shall not be liable for any delay in fulfilling the contract that may result from late delivery of Client Materials.

Eurofins Qualitech shall subject received Client Materials to an appropriate visual inspection, and shall inform the Client about observed deficiencies, damage or incorrect quantities. Unless otherwise agreed in writing, Eurofins Qualitech shall not be obliged to conduct any further or more detailed inspection of received Client Materials. The Client shall immediately replace or supplement defective, damaged or incomplete Client Materials.

If requested by the Client and at the Client's expense, Eurofins Qualitech shall arrange insurance for the Client Materials against the risks specified by the Client, for the time they are in Eurofins Qualitech's possession. The cost of the insurance cover shall be borne by the Client.

9. Tools and equipment

All tools, testing devices and similar equipment acquired by Eurofins Qualitech in fulfilling the contract shall remain the property of Eurofins Qualitech, even if the Client has paid the associated costs in whole or in part. Should Eurofins Qualitech not wish to enter into further Individual Contracts with the Client, the Parties shall mutually agree a transfer of ownership to the Client and the price to be paid therefor.

10. Execution and location of services

In the provision of professional technical advice by Eurofins Qualitech, e.g. in materials testing, analyses or other services, Eurofins Qualitech shall not be responsible for the achievement of any particular objectives or successes. The services shall be considered delivered if Eurofins Qualitech has acted for the Client to the contractually agreed extent.

If the Parties have agreed that test results shall be handed over by Eurofins Qualitech to the Client, the Client is obliged to retain them for a period of at least 10 years from the date of handing over, and to provide Eurofins Qualitech with a copy of them within 10 days of Eurofins Qualitech's first request. Eurofins Qualitech shall reimburse the Client for the reasonable costs of the provision of the copy.

Eurofins Qualitech shall deliver the agreed services, at its own discretion, on its own premises, on the premises of the Client, using telecommunications or by post.

In the case of welding work and services, Eurofins Qualitech shall perform all work in accordance with the technical documents and the specifications named in the Individual Contract. The Client shall provide Eurofins Qualitech with all permits, approvals, etc. required in relation to the work or the results or their use, at no cost to Eurofins Qualitech.

Should Eurofins Qualitech, in the course of performing the Individual Contract, discover deficiencies that can be attributed to errors, faults or omissions on the part of the Client, Eurofins Qualitech shall inform the Client without delay. The Client shall rectify the discovered deficiencies and shall be responsible for all associated costs.

The involvement of third parties in the delivery of services by Eurofins Qualitech is permissible, without any need for the Client's agreement.

11. Sample materials

Sample materials, test items and products provided by the Client to Eurofins Qualitech as reference or testing specimens (hereinafter referred to as "Sample Materials") become the property of Eurofins Qualitech at the time of their being so provided. In the case of positive test results, the Sample Materials shall be immediately disposed of. In the case of negative test results, the Sample Materials shall be retained for a period of two months and then disposed of. If Sample Materials are to be returned to the Client, this must be indicated in writing when the order is placed. Unless otherwise explicitly agreed in writing, all Sample Materials shall remain the property of Eurofins Qualitech and the Client shall not be entitled to demand their return.

12. Work reports

In order to document services performed, Eurofins Qualitech may prepare work reports which are to be signed by the Client. If a signed work report does not indicate any objections, the services shall be considered approved by the Client.

Work reports that have been demonstrably provided to the Client, to which the Client has not objected in writing within 15 days with a substantiation of the objection, shall be considered approved by the Client.

13. Personnel

The selection of appropriately-qualified personnel to perform services is at Eurofins Qualitech's discretion. Where possible, Eurofins Qualitech shall consider Clients' requests for particular personnel to perform specific services.

Eurofins Qualitech shall appoint a specific person to act as project manager / Client liaison for each project or consultancy.

14. Deadlines

Eurofins Qualitech shall be obligated to comply with agreed deadlines only insofar as these have individually been explicitly agreed in writing (hereinafter referred to as "Fixed Deadlines").

In all other cases, Eurofins Qualitech shall strive to meet agreed deadlines, but is not obliged to do so. Eurofins Qualitech shall not be liable for any late fulfilment of its duties.

Where Fixed Deadlines have been agreed, Eurofins Qualitech shall be entitled to deadline extensions where delays are caused by factors outside of Eurofins Qualitech's control, such as in cases of force majeure or late Client decisions or actions.

15. Prices / Payment

Eurofins Qualitech services shall be performed either on the basis of time and material, or in accordance with fixed prices or guidance prices. Unless otherwise expressly agreed in writing, Eurofins Qualitech services shall be performed and invoiced on the basis of time and material. Any associated travel time and expenses shall also be invoiced.

Total prices indicated in Individual Contracts shall be considered guidance prices, not fixed prices, unless otherwise expressly stated. Should Eurofins Qualitech establish, while performing the services, that the guidance price will be exceeded, Eurofins Qualitech shall advise the Client as early as possible.

Where a fixed price has been agreed, this has been based on the documentation that formed the basis of the Individual Contract. If it transpires that this documentation was incomplete or incorrect, that the Client was responsible for delays, or that the originally defined type or scope of services has changed, Eurofins Qualitech shall not be bound to the fixed price. The Client shall reimburse all resulting additional costs and fully indemnify Eurofins Qualitech.

Unless otherwise agreed in writing, all prices shall be understood as ex works (EXW in accordance with Incoterms, latest edition) in Swiss francs, excluding packing and without any

deduction. The Client shall bear all costs relating to taxes, charges, fees, customs duties and the like that may be payable in connection with the performance of the Individual Contract.

For orders with a value of less than CHF 250, a small quantity surcharge will be levied. For express orders we charge a surcharge of at least 25% of the net price.

Value added tax (VAT) is not included in the prices and is to be paid extra by the Client, unless the Parties have expressly agreed otherwise in writing.

Eurofins Qualitech shall be entitled to issue partial invoices at any stage, in accordance with the work performed to date.

Payment shall be made by the Client within 30 days of the date of invoicing, without deduction of any discount. After that, interest on arrears shall be payable at a rate of 5% p.a., without any need for a reminder.

16. Packing

If contractually agreed, Eurofins Qualitech shall take care to pack the goods appropriately for delivery to the Client or an agreed third party. The cost of packing shall be fully invoiced to the Client. All packing materials and transport fixtures provided by the Client shall be returned to the Client at the Client's expense.

E. GENERAL TERMS

17. Inspection of goods / Client rights in case of defects

The Customer shall inspect produced goods immediately upon delivery. Any faults or defects must be notified to Eurofins Qualitech within five workdays of receipt. Latent defects that appear later must be reported immediately, not later than one year after delivery. Eurofins Qualitech shall rectify or cause to be rectified defects that have been discovered and reported in this way, at its own discretion, by repair or replacement. No further Client claims shall be entertained. In particular, all claims for damages shall be excluded, including those relating to waiting time and loss of profit.

The Client shall make the goods available and ready for repair. In no event shall Eurofins Qualitech be responsible for costs associated with the provision of access to the goods or parts that are to be repaired or their dismantling, removal or reinstallation.

Eurofins Qualitech shall not be liable for, nor shall its guarantee apply to, any defects or errors that the Client does not report to Eurofins Qualitech on time as specified above. In such cases, the produced goods are considered accepted.

Eurofins Qualitech's warranty shall expire immediately and ahead of schedule if the Client or any third party undertakes inappropriate or improper modifications or repairs or if the Client, in case of a defect, does not immediately take all appropriate steps to mitigate damages and notify Eurofins Qualitech in writing of its obligations to remedy the defect.

If the value of the item to be worked on by Eurofins Qualitech exceeds the original contract price, the extent of Eurofins Qualitech's liability shall be limited to the agreed price.

Eurofins Qualitech's warranty and liabilities exclude all deficiencies that cannot be proven to have been explicitly caused by defective materials or faulty workmanship, e.g. deficiencies resulting from normal wear and tear, improper maintenance, failure to observe operating instructions, the Client's technical documents or materials or any other cause beyond Eurofins Qualitech's control.

All further warranties and liabilities on the part of Eurofins Qualitech resulting from or in connection with the Contractual Relationship are excluded, unless otherwise explicitly agreed in the Contractual Relationship.

18. Duty of care and indemnification

In performing its duties in relation to materials testing, analyses, consultancy and other services in accordance with a particular Individual Contract, Eurofins Qualitech shall observe Swiss legal requirements and, where agreed in writing, written Client-specific testing specifications. Eurofins Qualitech shall perform its duties with due diligence and considering the most up-to-date knowledge and technology widely available on the market and considering also the generally accepted rules of engineering.

Eurofins Qualitech shall safeguard the Client's interests to the best of its knowledge and belief.

All further warranties and liabilities on the part of Eurofins Qualitech resulting from or in connection with the Contractual Relationship are excluded, unless otherwise explicitly agreed in the Contractual Relationship. The Client fully indemnifies Eurofins Qualitech against third party claims against Eurofins Qualitech in relation to this agreement and the Individual Contracts, unless Eurofins Qualitech, in performing its duties as governed by the Contractual Relationship, has breached its duty of care either deliberately or as a result of gross negligence. In any case, the Client indemnifies Eurofins Qualitech against all thirdparty claims to the extent that such claims may be considered unjustified. The indemnification covers all costs, including legal and court costs, relating to third party claims.

19. Liability

Client use of samples, materials and equipment, that have been provided to Eurofins Qualitech for testing or otherwise and returned to the Client, shall be at the Client's own risk. The Client shall be solely responsible for checking the results or findings gained from Eurofins Qualitech's work and for their use.

Eurofins Qualitech shall only be liable in cases of intent to commit an unlawful act or gross negligence. All further liability for damages relating to or resulting from the Contractual Relationship, whether directly or indirectly, and consequential damages, is excluded insofar as this is permissible by law and regardless of what legal basis may exist to support claims for such damages. In particular, Eurofins Qualitech shall not be liable to the Client for any loss of profit, interruption of production or operations, loss of use, opportunity or business, personal injury, losses resulting from delay or claims by the Client's customers for such damages or for any indirect or consequential damages of any sort in connection with the Individual Contract. Eurofins Qualitech's liability shall not, in any case, exceed 100% of the agreed price in accordance with the Individual Contract.

Eurofins Qualitech shall not be liable for support personnel provided by the Client.

20. Intellectual property rights

Each Party shall retain intellectual property rights and all other rights to the documents provided to the other Party. Unless otherwise agreed in the Individual Contract, all intellectual property that came from Eurofins Qualitech or is used or newly developed in relation to the Individual Contract, including in particular copyright, shall remain Eurofins Qualitech's property. The Client is granted a non-exclusive, worldwide right to use such intellectual property, but only as required in relation to the use, maintenance and repair of the specific items actually delivered. If the Parties agree that the Client becomes the owner of any intellectual property arising from execution of the contract or otherwise contained in the results of the work, such intellectual property shall be owned by the Client only in respect of the special scope of application for which the product or Client service is foreseen in its order. Eurofins Qualitech shall remain the owner of all rights to general, not product-specific intellectual property, including in particular to methods and processes for design, modelling, testing/assessment and basic technologies.

In the event of any infringement of thirdparty intellectual property rights due to the technical documents or Client Materials or their use or the use of the work or products, the Client shall indemnify Eurofins Qualitech against all liabilities and damages in relation thereto. Copyrighted documents shall not be copied by the Client, except as may be required for archiving purposes or to replace a damaged copy.

21. Confidentiality

Each Party shall treat with confidence all information and documentation entrusted to it by the other Party or otherwise received as a result of the Contractual Relationship, and may not directly or indirectly make such information or documentation available to third parties or otherwise use it (except as provided for by the Contractual Relationship) without the prior written agreement of the other Party.

In the event that Eurofins Qualitech is required by law to disclose confidential information, it shall the customer or person concerned, unless prohibited by law, of the information provided.

The obligation to confidentiality does not apply to information that is already generally available, that was demonstrably already known to the Parties, that they independently developed or that was obtained from an authorised third party.

The obligation to confidentiality expires five years after receipt of the above-mentioned information and documentation.

22. Right of retention

Eurofins Qualitech is granted a right of retention in relation to all specimens, materials, documents and equipment that have been provided by the Client for testing or otherwise until such time as all due fees are paid in full.

23. Prohibition of set-off

The Client shall only be entitled to hold back payments or to set off payments against counterclaims insofar as such counterclaims are uncontested or their validity has been legally established.

24. Client's general terms and conditions

The Client's general terms and conditions, and any other Client conditions, shall only apply insofar as this has been explicitly agreed by the Parties in writing.

25. Assignment

Rights and responsibilities arising from the Contractual Relationship may only be transferred to third parties by one Party with the agreement of the other Party. The same applies in relation to the transfer of the entire Contractual Relationship to a third party or the entry of a third party into the Contractual Relationship.

26. Changes

Additions, modifications or the cancellation of the Contractual Relationship shall not be legally valid unless agreed in written form and signed by both Parties. This applies in particular also to this clause.

27. Severability

Should any of the provisions of the Contractual Relationship be or become void or invalid, the remaining parts of the Contractual Relationship shall not be affected. Any void or invalid clauses shall be replaced by clauses that fulfil their commercial purpose as closely as possible.

28. Applicable law and arbitration clause

The Contractual Relationship is subject to **Swiss substantive law** without giving effect to conflict of laws rules and international treaties.

Any disputes between the Parties shall be settled, wherever possible, by mutual agreement.

Any dispute, controversy or claim arising out of, or in relation to, the Contractual Relationship, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. **The seat of the arbitration** shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in German.

F. ADDITIONAL REQUIREMENTS FOR SUPPLIERS

29. assurances of the supplier

The supplier warrants to Eurofins Qualitech AG that the delivery to be made by the supplier complies with the the state of the art and meets the specified requirements and that it is and that it is suitable for the purpose for which it is to be used by Eurofins Qualitech AG. Eurofins Qualitech AG, insofar as it is or should be aware of such purpose. This assurance shall include the technical design of the delivery item, the choice of materials, the reliability of manufacture, the durability of the the durability of the delivery items and the quality of the service.

30. aerospace suppliers

The SUPPLIER shall operate a quality management system according to at least the current DIN EN ISO 9001 or undertakes to introduce a quality management system.

GENERAL TERMS AND CONDITIONS (valid from 1st July 2022)

The SUPPLIER undertakes to use only suppliers specified by Eurofins Qualitech AG, also in the field of special processes such as heat treatment, welding, etc.

The SUPPLIER shall ensure by proper handling that the contractual items handed over to it by Eurofins Qualitech AG are not damaged.

The SUPPLIER undertakes to notify Eurofins Qualitech AG of any non-conforming processes, products or services and to obtain its approval for further handling.

The SUPPLIER undertakes to use its processes to prevent the use of counterfeit parts.

The SUPPLIER undertakes to notify Eurofins Qualitech AG of any changes in processes, products or services, including changes in their external suppliers or in the production site, and to obtain Eurofins Qualitech AG's approval.

The SUPPLIER undertakes to pass on the applicable requirements, including customer requirements, to the external suppliers.

SUPPLIER shall provide test samples as requested for development releases, tests/verifications, examinations or audits.

The SUPPLIER undertakes to keep records of the manufacturing and testing processes for at least 10 years. Eurofins Qualitech AG's approval must be obtained before data and documents are destroyed.

SUPPLIER shall grant Eurofins Qualitech AG, its customers and regulatory authorities the right of access to the relevant areas of all facilities and to the corresponding documented information at each level of the supply chain.

SUPPLIER shall ensure through its own processes that all persons are aware of the following aspects:

- the contribution to product or service conformity
- the contribution to product safety
- the importance of ethical behaviour of all parties towards the 10 principles of the UN.