

## 1. Scope

- 1.1. These Special Terms and Conditions of Purchase for Aerospace Suppliers of Astro- und Feinwerktechnik Adlershof GmbH (hereinafter "Astrofein") shall apply to contracts for deliveries and services between Astrofein and a seller, a (work) contractor or service provider (hereinafter uniformly referred to as "Contractor") for the delivery and/or manufacture of goods or other works or the provision of services or other performances (hereinafter uniformly referred to as "Supply Contracts"), if reference is made thereto in the purchase order, the contract award or otherwise in the context of the conclusion of the contract with Astrofein's Contractor.
- 1.2. These Special Terms and Conditions of Purchase shall apply in addition to the "General Terms and Conditions of Purchase" of Astrofein. In case of contradictions, the provisions of these Special Terms and Conditions of Purchase shall prevail over the General Terms and Conditions of Purchase.

## 2. Delivery dates and execution of services

- 2.1. As a subcontractor, Astrofein regularly agrees with its customers on fixed delivery periods or dates, the exceeding or non-observance of which shall entail liquidated damages; the Contractor shall indemnify Astrofein against such claims to the extent and in the proportion that they were caused by the Contractor's non-observance of agreed delivery periods or dates and the Contractor is responsible for the non-observance.
- 2.2. The subcontracting of orders to third parties (this concerns the use and exchange of subcontractors of any tier) without Astrofein's prior written consent is not permitted. If such consent is given, Contractor shall contractually include the subcontractor concerned in its quality management system and ensure the quality of its deliveries and services.

## 3. Special requirements regarding materials and raw materials

The requirements of the following regulations and specifications must be complied with by the Contractor in the performance of the works, goods and services, unless otherwise agreed:

- 3.1. The relevant German laws for the implementation of the EU Directive RoHS 2011/65/EU
- 3.2. Only raw materials compliant with Regulation (EC) No. 1907/2006 (REACH) may be used. No substances/constituents listed in the current candidate list of the European Chemicals Agency (ECHA) as Substances of Very High Concern (SVHC) may be used to provide the service.
- 3.3. If 3TG materials (Sn, Ta, W, Au) are used in the production process or if 3TG materials are contained in the final products, it must be ensured that these materials comply with the requirements of EU Regulation 2017/821 of 17/05/2017.

## 4. Requirements according to Aviation law

- 4.1. The Contractor is obligated to fulfill all agreed quality requirements (including required certificate, required manufacturer, if applicable) and to provide Astrofein with suitable evidence thereof upon request.
- 4.2. The Contractor is obliged to clearly mark all deliveries of materials which are subject to an expiry period with the expiry or manufacturing date and to indicate the remaining service life at the time of delivery to Astrofein.
- 4.3. Astrofein will not, under any circumstances, accept deliveries of parts or components that have come to the attention of an aviation authority under the "Suspected Unapproved Parts" program or otherwise fail to meet applicable aviation standards.
- 4.4. To the extent that Contractor acts as Astrofein's subcontractor, Contractor shall grant Astrofein, Astrofein's relevant customer and the regulating authorities (including aviation authorities) right of access to all facilities related to the purchase order and all relevant quality records.
- 4.5. In the cases mentioned under clause 4.4, the Contractor shall be obliged to acknowledge all claims of Astrofein's customers as far as they concern the subcontractors - in particular their audit rights - and to pass them on to its subcontractors together with all claims listed in the purchase order. If expressly required in the purchase order or otherwise agreed, this shall also apply to the agreed or otherwise relevant quality and performance characteristics.

## 5. Insurances

The Supplier is obliged to take out and maintain insurance with a reputable and financially stable insurance company that adequately covers its obligations towards Astrofein arising from the purchase orders and contracts placed. In particular, Contractor agrees to take out and maintain general (business) liability insurance with coverage of not less than € 5,000,000 (five million) per individual case and calendar year and product liability insurance of not less than € 3,000,000 (three million) per individual case and € 6,000,000 (six million) per calendar year. Contractor shall provide Astrofein with a copy of the relevant insurance documents without undue delay upon request.