

General Terms and Conditions for the Procurement of Services

Clause 1. General; Scope of Application

1. Our General Terms and Conditions of Business constitute part of the contract and apply exclusively. We do not recognise terms and conditions set by the Supplier which contradict or deviate from our terms and conditions, unless we have consented to their validity in writing. Therefore, we also do not recognise deviating terms and conditions if we order the service in the awareness of the Supplier's contradictory or deviating terms and conditions.

2. Our General Terms and Conditions of Business also apply to all future transactions with the Supplier, provided it concerns a mutual commercial transaction. The version valid at the time of concluding of the contract is decisive. If the procured service consists of an engineering placement service, our General Terms and Conditions for the Procurement of Engineering Placement Services also apply.

3. Agreements which we have made with the Customer which deviate or supplement the General Terms and Conditions of Business take precedence over these terms and condition provided they were agreed between the parties in writing. Verbal agreements are only binding if they have been confirmed in writing.

4. The Supplier shall take all necessary measures to avoid corruption and other punishable actions. If this obligation is culpably breached before or during the placing of the order and/or provision of the service, the Supplier must pay a contractual penalty in the amount of 5% of the gross value of the order or five thousand Pounds Sterling (£5,000.00), whichever is greater. Further claims remain unaffected by this penalty. The contractual penalty is allowed as credit against greater damages.

Clause 2. Orders; Insurance

1. If the Supplier does not confirm our order in writing within one calendar week, we are entitled to revoke the order. The date we receive the confirmation is decisive for compliance with the above time limit.

2. The Supplier must perform services itself or with its own, permanently employed staff. Therefore, sub-contractors may only be used if they are professionally suitable, the Supplier is satisfied that the sub-contractor has adequate creditworthiness before engaging him and the engagement does not violate our rightful interests. In all cases, prior notification of the planned use of the sub-contractor must be sent to us in writing with all necessary information.

3. The Supplier must obtain all information which is important for the provision of the service item on time. The Supplier may only claim that such information does not exist, if it has requested this information in writing on time and has failed to receive it within a reasonable time limit.

4. We are entitled to request changes at any time before completion of the order. The Supplier must state the consequences of this request in writing within seven (7) working days, following this it may not make any objections. Any amendment to the contractual terms and conditions based on an amendment request may only be agreed upon consensually and must be in writing.

5. The Supplier must, during the whole of the Contract period and the limitation periods, hold appropriate insurance pertaining to the scope of the order and damage risk and prove to us that insurance exists on request. The Supplier hereby assigns to us in advance all existing payment claims in connection with the order against the insurance, we hereby accept the assignment. We shall return to the Supplier any additional proceeds exceeding our claims after our claims have been satisfied. By concluding the insurance, the Supplier's liability is not limited either in terms of reason or amount.

Clause 3. Deliveries; Contractual Penalties

1. The Supplier shall deliver the order free of carriage to our place of business, unless otherwise agreed in writing. Early provision of a service or part service is only permitted if this has been expressly agreed.

2. The Supplier bears the risk of the service item being destroyed or deteriorating by rule up until handover of the service at our place of business. If delivery is made before the agreed time, the ordered item shall be stored with us until this date at the cost and risk of the Supplier. We are not obliged to accept the delivery until the date stated in the order.

3. The delivery date stated in the order is binding. The decisive time for compliance with the delivery time is receipt of the ordered item at the delivery address stated in the order. Delivery times run from the order date. If the Supplier must provide material samples, test reports or other contractually agreed documents, completion of the delivery and service is assumed once these documents have also been received.

4. If delays in the delivery are expected for whatever reason, the Supplier must notify us as soon as it becomes aware of the delay. In the event of a delay on the part of the Supplier, we are entitled to demand a lump sum contractual penalty in the sum of 0.3% of the order value for each commenced calendar day of the delay up to a maximum of 8% of the order value. The assertion of further rights is unaffected by this, the contractual penalty is, however, allowed as credit against any further damages for delay. The right to demand the contractual penalty is not forfeited by acceptance of the service without reservation.

Clause 4. Prices; Payment Terms; Assignment Exclusion

1. The agreed prices are lump-sum fixed prices, unless settlement in units based on agreed hourly rates is expressly agreed in writing.

2. Remuneration for demonstrations, presentations, negotiations or the preparation of quotations is not guaranteed.

3. A separate invoice must be drawn up for each delivery. Invoices must bear our order numbers and references as well as all obligatory information. Payment shall be made on receipt of the invoice and goods or signing of the completion report within thirty (30) days minus a 3% discount or within sixty (60) days net.

4. If we are late with the payment, interest shall be applied to the debt at 5% provided that the creditor does not show us evidence of a greater interest burden in each specific case.

5. We are permitted at all times to make set-offs, reductions, assert rights to refuse performance or rights of retention against claims by the Supplier.

6. The Supplier may only assign, pledge or otherwise transfer claims arising from legal transactions concluded with us, provided that we have given prior written consent. If the Supplier makes an assignment contrary to paragraph 1 herein, the assignment is nevertheless valid. We may, however, choose at our discretion to pay either the Supplier or the third party with the effect of discharging the obligation.

7. Payment without a right of retention does not constitute acknowledgment of the service as contractual nor recognition of the prices on which the payment is based.

8. We are entitled to withhold an appropriate amount from part payments and final payments, if claims against the Customer cannot be excluded. A withheld amount of 6% of the part-amount invoice amount is deemed as appropriate without corresponding proof. The withheld invoice amount must be paid to the Supplier at the end of the warranty period; any claim by the Supplier to interest on the withheld amount is excluded. Further claims are not affected by this.

Clause 5. Warranty

1. We will notify the Supplier in writing and without delay of any defects in the item ordered as soon as they are established in accordance with the circumstances of proper business procedure. If only part-services are defective, we may refuse the entire service if we are no longer interested in the service. If excessive mandatory expenses are necessary to investigate a defective service, the Supplier shall defray the costs of the investigation.

2. The Supplier warrants that the service is free of defects and conforms to the most current state of science and technology, all relevant statutory provisions and the regulations and guidelines issued by authorities, professional and trade associations and forthcoming amendments to these regulations are not known of by the Supplier. This applies, in particular, to environmental protection provisions applicable in UK, the EU and the Supplier's place of business. If, in individual cases, deviations from these regulations are necessary, the Supplier must obtain our prior written consent.

3. In the event of a defect, we are entitled to the statutory warranty rights. If the Supplier does not meet its obligation promptly, fails to perform its obligation correctly or if special circumstances arise which require immediate action, we may rectify the defect at the cost to the Supplier also by performing the rectification ourselves or through a third party or have the service item produced anew. Valid reasons are, for example, justifiable doubt that the attempt by the Supplier to rectify the defect will succeed or if, e.g., there is a risk of greater damage due to our own deadline commitment. Further claims are not affected in each case. Rectification of a defect at a not insignificant extent and a re-delivery shall cause the limitation of action to start anew.

4. Moreover, the Supplier must reimburse all costs incurred by us in connection with the warranty. This also applies to costs which are incurred if the item ordered is used at a place other than the place of performance and this place is known to the Supplier at the time the order is placed.

5. If we are entitled to make a claim for a defect to be rectified, we are entitled to reduce the payment by three times the amount of the anticipated costs necessary to rectify the defect. Final settlement with the Supplier shall be made as soon as the actual costs and the damage incurred are established. If no defect is present, we are entitled to withhold 10% of the final payment. The withheld part-amount will be paid to the Supplier when the warranty period expires; any claim to interest by the Supplier is excluded. The Supplier is entitled to redeem the withheld amount by providing an absolute guarantee from a major UK bank or a loan insurer with the usual contents or an equivalent security.

6. Our warranty claims are limited in time to three (3) years from delivery of the order item or – provided acceptance has been given – after acceptance of the order item. If the law provides for a longer limitation, this shall apply.

7. If one of our customers has a claim against us due to a defect in the order item the Supplier undertakes to indemnify the Company in full against any losses in this respect.

8. If we withdraw from the contract due to a defect in any item ordered, the Supplier must also compensate us for the contract costs, even if it is not responsible for the defect. Further claims are not affected by this.

Clause 6. Product Liability

The Supplier shall indemnify us against claims by third parties based on product liability on first request, if and insofar as it is responsible for the product fault and the damage incurred in accordance with the principles of the Product Liability Act. Furthermore, the Supplier is obliged to reimburse us for any expenses incurred as a result of or in connection with any recall action we take. We will notify the Supplier, insofar as is possible and reasonable, of the content and scope of the recall measures to be taken and give it the opportunity to advance its view.

Clause 7. Order Documents; Confidentiality

1. We reserve the ownership rights, copyrights and other property rights to all drawings, models, patterns, other documents and information (hereinafter jointly referred to as "Information") which we have provided to the Supplier. The Information must be used exclusively for production based on our order. The Information as well as copies of any kind must be returned without request at the end of the contract. Rights to the Information handed over may not be asserted and, in particular, do not entitle the Supplier to register any rights of any kind. We assume no liability for the correctness of the information handed over.
2. The Supplier agrees to treat all Information exchanged in connection with performance of the contract as strictly confidential and not to disclose such Information to third parties without the Company's prior written consent. The Supplier is responsible for ensuring that its employees and any authorised engaged third parties observe the same confidentiality obligation. The said confidentiality obligation also applies after this contract has been performed. The confidentiality obligation does not apply to publicly known information, if such public awareness does not involve violation of a duty.
3. The parties agree to a lump-sum contractual penalty in the amount of fifty thousand Pounds Sterling (£50,000.00) for each violation of the confidentiality obligation. The amount shall be due at the time of the violation. The Supplier has the right to establish a lesser damage. Further claims are not affected by this.
4. The forwarding of our customer data, including within the Supplier's enterprise, is not permitted without our prior written consent. The same applies to advertising the business relationship with us.

Clause 8. Audits

1. The Supplier will enable us at appropriate intervals to establish that appropriate quality assurance measures are being taken in its plant. After prior agreement of a date, the Supplier will grant us entry to its factory for this purpose and provide us with a professionally qualified employee to support us during such a visit. Our employees who conduct the control measure are obliged not to disclose information to third parties. The control measures may concern products as well as the associated manufacturing processes.
2. We have the right, as part of a control measure pursuant to para. 1 herein, to remove samples for inspection from the relevant warehouse and production areas in the Supplier's incoming goods storerooms, in running production and in the outgoing goods storerooms.
3. If two consecutive deliveries by the Supplier do not prove to be of perfect product quality, we may also take control measures without prior arrangement outside normal business hours.
4. Insofar as the procurement of services is involved, we are entitled to inspect the associated processes and IT use.
5. Access to manufacturing processes subject to secrecy and other trade secrets may be refused.
6. We are also entitled to the above rights in regards to subcontractors. The Supplier is obliged to grant us these rights in its contracts.
7. If our customer can prove a justifiable interest, we may include our customer in the audits.

Clause 9. Transfer of Rights and Rights of Third Parties

1. We reserve an exclusive, unlimited, sub-licensable and irrevocable right of use to all ideas, models, patterns and all other deliverables arising from provision of the service, which is transferrable at our free discretion. To fulfil this duty, the Supplier is obliged to raise claims on the property rights against its employees without limitation. The transfer of rights and any employee invention remuneration which arises are already contained in the agreed remuneration. If property rights are contained in the deliverables which had already accrued to the Supplier before the order was placed, we are granted a transferrable, sub-licensable, non-exclusive, irrevocable licence to these property rights on settlement of total payment.
2. The Supplier warrants that no third party rights are infringed upon in the provision of its service. If claims are raised against us by a third party based on a violation of its rights, the Supplier is obliged to indemnify us against these claims and all further necessary costs (in particular, costs of legal defence) on our first request. We also have the right to obtain permission to use the service items at the cost of the Supplier.
3. The Supplier is only entitled to use the Company's name and the "Aero Optimal" trademark, in connection with products, acquisitions, advertising or publications, or make direct or indirect reference to Aero Optimal with the Company's prior written consent.

Clause 10. Set-off and Retention Rights

The Supplier is only authorised to set off and assert retention rights if its claims are undisputed or legally established. To assert a right of retention, the Supplier's claims must concern the same contractual relationship.

Clause 11. Termination of the Contract

1. We may terminate the service relationship with the Supplier at any time by submitting of two (2) weeks notice in writing. The right to extraordinary termination is not affected by this.
2. If the Supplier terminates the contract based on a reason for which the Company is not responsible, we shall only owe payment in accordance with the continuation of the service, if the service is usable to us economically. The same applies if we terminate the contract based on a reason for which the Supplier is responsible. In all other cases, the Supplier shall be compensated for its pro rata costs until the date the termination comes into effect.
3. If, after conclusion of the contract, it is discovered that our claim for performance is put at risk due to the Supplier's lack of ability to perform the

service (e.g. a worsening financial situation, actual obstructions to performance, the cessation of payments to us or third party etc.), we are entitled to choose whether to withdraw from the contract or terminate the same with immediate effect.

Clause 12. Force Majeure

1. If we are prevented from fulfilling our contractual duties due to force majeure, we shall be released from our fulfilment duty for the duration of the obstacle plus suitable start-up time without being obliged to pay damages to the Supplier. Force majeure includes unforeseeable circumstances and circumstances for which we are not responsible which make our contractual duty unreasonable, difficult or temporarily impossible. Examples are labour disputes, official measures, power shortages, a pandemic and considerable disruptions to operations such as those due to destruction of operations in all or important departments.
2. If the obstacles last for more than four (4) months, we have the right to choose whether to withdraw from the contract or to terminate it with immediate effect, if there is no longer any interest in fulfilling the contract. At the request of the buyer, we shall, after the term has expired, declare whether we are withdrawing from or terminating the contract or whether we will fulfil our service duties within an appropriate fixed term.

Clause 13. Final Provisions

1. The place of performance is the site of the Company's head office.
2. The legal venue for all present and future claims arising from the business relationship with businesses is exclusively our place of business. The same legal venue applies if the Customer does not have a general legal venue domestically, relocates its domicile or usual place of residence abroad after conclusion of the contract or its domicile or usual place of residence is not known at the time the action is brought. However, we are entitled to bring an action against the Customer at its place of business or any other permitted legal venue as well.
3. These terms and conditions set out herein are governed by the laws of England and Wales.