

1. DEFINITIONS

NEDAERO means NEDAERO Components B.V. and NEDAERO Services B.V. "Supplier" means the party that NEDAERO provides with a request for quotation and/or an Order. "Order" and "Contract" means NEDAERO's purchase order, which consists of:

- these General Terms and Condition of Purchase and
- The NEDAERO delivery instructions and
- any other documents and regulations that are listed in the Order as being applicable.

"Goods" means the item and/or services to be supplied by the Supplier to NEDAERO pursuant to an Order.

2. APPLICABILITY

These General Terms and Conditions of Purchase shall apply, with the express rejection of the Supplier's general terms and conditions, to the entire legal relationship between NEDAERO and the Supplier with regard to the supply of Goods to NEDAERO, including requested quotations and future contracts. Additions to and/or deviations from these General Terms and Condition of Purchase are only binding if and to be extent that NEDAERO has expressly accepted them in writing.

3. ORDER AND CONFIRMATION

The contract comes into existence by means of NEDAERO forwarding the Order. The Supplier shall return a legally signed copy of Order to NEDAERO within 7 (seven) calendar days of receipt, as a confirmation of receipt. NEDAERO has the right to unilaterally cancel the contract, without costs to NEDAERO, up to 7 (seven) days after receipt of the copy of the Order.

4. PRICE AND PAYMENT

Prices listed in the Order are fixed, exclusive of VAT but inclusive of all other taxes, costs and fees required to comply with the contract. The payment term will be 60 (sixty) days after acceptance of the Goods, provided NEDAERO has received a correct invoice (in triplicate) complying with the invoicing instructions. In the event of delivery and invoicing of Goods before the agreed delivery date, the payment term will not commence until acceptance of the Goods. Any dispute regarding an Order does not entitle the Supplier to suspend delivery of Goods.

5. CERTIFICATES

The Goods shall be supplied with all relevant certificates and documents as stipulated in the Order. The absence of one or more of these certificates and/or documents shall constitute a breach of contract, which may prevent the acceptance of the Goods.

6. INSPECTION

NEDAERO and its customers and/or supervisors are entitled to inspect and/or examine the Goods or items destined to be part of the Goods, the work and the organization of the Supplier and to exercise progress control at any time up to the delivery of the Goods. The Supplier shall offer all reasonable assistance for this, shall allow access to any location(s) where the work is carried out and shall, if requested, produce test reports and other production information for inspection. If the Supplier has been granted permission under article 7 (seven) to employ subcontractors or involve other suppliers for the purpose of an Order, the Supplier shall impose the stipulations of this article 6 (six) on those subcontractors or Suppliers for the benefit of NEDAERO and its customers and/or supervisors. If, at the time of inspection, it is shown that the Goods do not meet the specifications of the order, or if it can reasonably be expected that the Goods will not meet the specifications of the Order, NEDAERO is entitled to reject the Goods and the Supplier shall take measures, at the Supplier's expense, to ensure that the Order shall still be complied with, without prejudice to any of NEDAERO's rights. Inspection, rejection or failure by NEDAERO to do shall not constitute acceptance of the Goods.

7. EXECUTION OF THE ORDER

Other than with express written permission from NEDAERO, the Order or part thereof shall not be executed by subcontractors or other suppliers or with hired-in employees or by means of outsourcing. Such permission shall not affect Supplier's responsibility.

8. CHANGES

NEDAERO has the right to change NEDAERO's specifications/configurations of the Goods and the Supplier shall carry out these changes upon receipt of written instructions to do so. If the Supplier proves, within 7 (seven) days of receipt of the instructions and to NEDAERO's satisfaction, that the change will affect the price or delivery time and that the change is not caused by or contributed by the Supplier, the parties can discuss an adjustment to the price and/or delivery time. NEDAERO has the right, up to 4 (four) calendar weeks before the agreed delivery date, to change the delivery date, by means of a written instruction. In case this change results in a later delivery date such change shall, up to 6 (six) months after the originally agreed delivery date, be at no additional charge to NEDAERO.

9. DELIVERY

The Supplier shall deliver the Goods, including the required certificates and documents, in accordance with NEDAERO's delivery and packaging instructions and on the date stipulated in the Order. With the exception of force majeure, if the Supplier fails to comply with its delivery obligations, NEDAERO may charge Supplier, without notice of default being required, by way of penalty which shall not be in lieu of actual damages suffered (in) directly by NEDAERO, an amount of 2% (2 percent) of the Order value for every calendar week or part thereof that the delay continues, to a maximum of 10% (ten percent) of the affected part of the Order value. Payment of such penalty is without prejudice to NEDAERO's right under the Order or at law, including the right to claim payment of the actual damages suffered and/or to terminate the Order in whole or in part. The Supplier shall immediately notify NEDAERO in writing on any foreseeable delay to a delivery. If the Suppliers fails to do so he will not be able to claim force majeure in the matter. Any default on the part of the Supplier's suppliers/subcontractors will never be regarded as force majeure. Unless stipulated otherwise in the Order, the delivery of Goods will be Free Carrier, but not cleared for export to the site designated in the Order in accordance with Incoterms (latest edition) and with due observance of the passing of risk as set out in article 10 (ten) hereunder.

10. ACCEPTANCE AND CLAIMS ARISING FROM DEFECT SUPPLIES

The cost of any acceptance test required by contract or by authorities shall be borne by Supplier. Supplier shall inform NEDAERO of acceptance test dates at no less than two weeks' notice.

NEDAERO agrees to inspect supplies within a reasonable period of time so as to check them for any deviation from the agreed quality. Any apparent defect shall in any event be deemed notified if our notice is dispatched to Supplier within 10 (ten) days from receipt of supplies. A hidden defect shall in any event have been notified in time if our notice to Supplier is dispatched to Supplier within 10 (ten) days from our detecting the hidden defect.

Independently of our rights provided for by law NEDAERO reserves the right to claim € 150 (one-hundred and fifty euros) for each case as compensation for the administrative efforts.

The period of limitation for claims arising on the basis of defective supplies shall be no less than 36 (thirty-six) months from the passing of risk; any statutory periods that are in excess of this 36 (thirty-six) month time period shall remain unaffected. The period of limitation shall be suspended from our notifying a defect and shall not run any further until Supplier has expressly rejected any warranty duty or expressly agreed to remedy the defect notified. If a notice relates to a defective components of a product, then suspension of the period of limitation shall apply to the defective component only.

11. WARRANTY

The Supplier warrants that the Goods shall be complete, in good order, new, suitable for their intended purposes and free from design, construction and material faults; and shall meet, in all aspects, the requirements and specifications stipulated in the Order and that are referred to in the Order, drawings, calculations and further information and documentation that the Supplier has been provided with; and shall conform to all applicable regulations of civil aviation authorities and/or military supervisors; and shall not infringe on patents or other intellectual and industrial property rights or other rights of third parties. NEDAERO is entitled to assign the rights under articles 11 (eleven) and 12 (twelve) to NEDAERO's customer without prior permission from the Supplier.

12. WARRANTY CONTENT/TERM

If within 24 (twenty-four) months of acceptance – in the event of infringement of patents or other intellectual and industrial property rights or other rights of third parties; at any time – NEDAERO determines that the Goods no longer meet one or more of the warranties as stipulated in article 11 (eleven) ('Defect'), NEDAERO will notify the Supplier of this in writing and the Supplier shall, without further costs to NEDAERO, immediately replace or repair the Goods or acquire a transferable right to use for NEDAERO and NEDAERO's customers, at NEDAERO's discretion. If the Supplier fails to comply with this obligation NEDAERO has the right, without a requirement for further notice of default, to repair or replace the Goods or have the Goods repaired or replaced at the expense of the Supplier. If 3 (three) or more similar Defects occur in comparable Goods, NEDAERO has the right to demand free of charge replacement or repair, as stipulated previously in this article, of equivalent Goods that have already been delivered or are still to be delivered, even if the Defect has not yet occurred in those Goods. Costs for installation, removal (dis)assembly, testing, transport and all other costs are the responsibility of the Supplier. Neither this article 12 (twelve) nor any other article in these Terms and Conditions of Purchase excludes or limits the Supplier's liability at law.

13. CONFIDENTIALITY

The Supplier undertakes to maintain the confidentiality of all information and know-how supplied by NEDAERO and shall use this information and know-how exclusively for the execution of the Order.

14. INDEMNITY

The Supplier shall indemnify and hold NEDAERO harmless against any and all claims, costs, including legal costs, losses, suits, judgements from or against NEDAERO and/or third parties, including NEDAERO's customers, in any way connected with or related to defects of Goods or with the execution of an Order, or as a result of an (assumed) infringement of patents or other intellectual or industrial property rights or other rights of third parties.

15. TERMINATION

NEDAERO shall have the right at all times to unilaterally terminate an Order by means of written notification, which may include a term, to the Supplier. If NEDAERO terminates the Order for convenience NEDAERO will reimburse the Supplier for any direct, reasonable, irreversible costs the Supplier can prove he has incurred in the execution of the Order, insofar as these costs have not yet been reimbursed by NEDAERO by means of previous payments to the Supplier, after acceptance of these costs and upon receipt of a correct invoice. The Supplier must forward such a claim for costs, with supporting documentation, within 1 (one) month after the termination of the Order. Failure to do so may result in forfeiture of any right to compensation. Without prejudice to NEDAERO's other rights under the Order and under the applicable law, NEDAERO has the right to terminate an Order in writing, without a requirement for notice of default, if the Supplier does not properly fulfill his contractual obligations or if such may be anticipated, is declared bankrupt, applies for suspension of payments or voluntary liquidation or if a third party submits such an application or if a situation arises which, in NEDAERO's opinion, may lead to suspension of payments or (in)voluntary liquidation, without NEDAERO being responsible for any costs or damaged that are or may be the result of such termination.

16. PLACE OF JURISDICTION AND APPLICABLE LAW

The Order and all contracts arising therefrom or connected therewith shall exclusively be governed by the laws of The Netherlands. The stipulations of the Vienna Sales Convention of 11 April 1980 (CISG) (Bulletin of Treaties 1981, 84 and 1986, 61) are excluded. Any dispute that may result from an Order or related contracts will, in the first instance, be subjected to mediation in accordance with the ACB Mediation Regulations. If no agreement is reached within 30 (thirty) days regarding the dispute in accordance with these Regulations, either party shall be entitled to submit the dispute to the competent Dutch Court. This method of dispute settlement does not affect the right of a party to apply for an interim award in interlocutory proceedings. -----