

General Terms and Conditions of Purchase of Glenair GmbH

1. Scope of Application

a) Except where deviating agreements have been concluded in the individual case, all deliveries and services (hereinafter jointly referred to as "Deliveries") are effected exclusively on the basis of these General Terms and Conditions of Purchase. They shall apply vis-à-vis entrepreneurs (Sec. 14 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*)), legal entities under public law and special funds under public law (Supplier).

b) By accepting these Terms and Conditions of Purchase without contradiction, the Supplier agrees to the exclusive applicability of these General Terms and Conditions of Purchase for the respective Delivery as well as for all subsequent transactions without us being obliged to refer to them in each individual case. In such case, the Supplier will immediately be informed about any changes to our General Terms and Conditions of Purchase. Deviating or additional terms and conditions of purchase of the Supplier shall only be applicable if accepted in writing by us. These General Terms and Conditions of Purchase shall also apply if we effect Delivery without reservations despite having knowledge of contradicting or deviating terms and conditions of the Supplier.

2. Conclusion of and Modifications to the Contract

a) Orders and contracts as well as modifications and supplements thereto must be placed and made in writing.

b) Oral agreements of any kind – including subsequent modifications and supplements to our Terms and Conditions of Purchase – must be confirmed by us in writing to become effective.

c) The supplier shall check each of our purchase orders for discernible errors, ambiguities, omissions and unsuitability for the intended purpose, and immediately inform us of any necessary amendments or clarifications to the purchase order.

d) In case of any deviation or variance between the supplier's order confirmation and our purchase order, a contract shall be formed only if the supplier has expressly advised us of the deviation or variance and we have agreed to such deviation or variance in writing.

e) Cost estimates are binding and are not to be compensated unless otherwise expressly agreed.

f) We are entitled to cancel the order if the supplier does not accept the order within two weeks of receipt thereof.

3. Delivery

a) The supplier bears the procurement risk of the goods.

b) The period or date of delivery specified in our purchase order is binding.

c) Punctual compliance with the delivery periods and delivery dates is determined by the date of dispatch of the goods.

d) If the supplier is unable to comply with the period of delivery or the date of delivery set forth in 3 b) the supplier shall notify us promptly and advise a practicable date for the delivery. In addition the supplier is committed to notify without request of any difficulties in delivery which may arise, for any reason for whatsoever, immediately after such difficulties have come to his knowledge.

e) The provisions of statute shall apply if agreed dates are not met. The unconditional acceptance of a delayed delivery does not constitute a waiver of claims to which we are entitled due to the delayed delivery; this applies pending full payment of the amounts owed by us for the delivery in question.

f) Partial deliveries are inadmissible in principle unless we expressly agreed to them or can reasonably be expected to accept them. The values established by us during the

incoming goods inspection shall determine the quantities, weights and measurements subject to the reservation of different values being proved.

4. Force Majeure

a) Acts of God, operational disturbances without fault, unrest, governmental measures and other unavoidable events discharge us from our obligation to take punctual delivery for the duration of such event. During such events and for a two week period thereafter we are entitled – notwithstanding our other rights – to withdraw from the contract in whole or in part, provided that such events are not of inconsiderable duration and our requirements are considerably reduced as the goods have to be procured elsewhere as a result thereof.

b) The provisions of 4 a) also apply in the case of labor disputes.

5. Payment Terms

a) Unless expressly agreed otherwise in writing, the compensation owed is a fixed price. Fixed prices also include expenses, third party costs, travel costs and out-of-pocket expenses as well as packing and freight-paid delivery. Fixed prices also include compensation for sketches and drafts (including clean drawings or drawing stored on electronic media, including image data). Any increased costs necessary to perform the service shall be borne by Supplier.

b) If in the specific instance the parties agree in writing, notwithstanding the provisions of 5 a), that we shall reimburse out-of-pocket expenses, costs of third-party services and other expenses, these expenses must be shown in the invoice, broken out by item, quantity, unit and total prices and documented by copies of the corresponding invoices or vouchers.

c) Unless otherwise agreed, the invoice shall be paid either within 10 days subject to deduction of a 3 % discount or within 30 days without any deduction, with effect from the due date of payment and receipt of both the invoice and the goods. Payment is subject to invoice verification.

6. Notification of Defects

a) An examination of the goods is conducted by us at incoming goods only to establish whether there is any obvious damage, in particular transport damage and discrepancies in terms of the identity or quantity of the delivery, except as otherwise agreed with you in a Quality Assurance Agreement.

b) We will give notice of any defects found without undue delay after their discovery.

c) To this extent the supplier waives the objection to delayed notification of defects.

7. Claims Based on Defects

a) The provisions of statute relating to defects as to quality and defects of title apply except insofar as otherwise provided hereinbelow.

b) We have the right to select the type of supplementary performance. The supplier may refuse the type of supplementary performance we selected if it is only possible at disproportionate expense.

c) In the event that the supplier does not commence rectifying the defect immediately after our request to remedy it, in urgent cases, especially to ward off acute danger or to prevent greater damage, we are entitled to undertake such rectification ourselves or to have it undertaken by a third party at the expense of the supplier.

d) In case of defects of title, the supplier shall also hold us harmless from any third party claims possibly existing, unless the supplier is not accountable for the defect of title.

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e) The limitation period for claims based on defects is 3 years – except in cases of fraudulent misrepresentation – unless the thing has been used in a building construction in accordance with its customary use and caused the defectiveness thereof. The limitation period commences when the Product is delivered (passing of risk).

court with jurisdiction over the place of performance at our discretion.

f) If the supplier performs its obligation to effect supplementary performance by supplying a substitute product, the statute of limitations of the goods delivered in substitution shall start to run anew after delivery thereof unless, when effecting the supplementary performance, the supplier explicitly and appropriately made the reservation that the substitute delivery was effected purely as good will, to avoid disputes or in the interests of continuation of the delivery relationship.

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g) Should we incur expenses as a result of the defective delivery of the Product, in particular transport, carriage, labor costs, assembly and disassembly costs, costs of material or costs of incoming goods control exceeding the normal scope of the control, such costs shall be borne by the supplier.

h) The supplier is accountable for the fault of its sub-suppliers as it is for its own fault.

8. Product Liability and Recall

a) In the event a product liability claim is asserted against us, the supplier is obliged to hold us harmless from such claims if and to the extent the damage was caused by a defect in the Product supplied by the supplier. In cases of liability based on fault, this only applies, however, if the supplier is at fault. Insofar as the cause of the damage falls within the area of responsibility of the supplier, the supplier must prove that it is not at fault.

b) In the cases of 8 a) above, the supplier assumes all costs and expenses, including the costs of any legal action.

c) In all other respects the provisions of statute shall apply.

d) Prior to any recall action which is partially or wholly due to a defect in a Product supplied by the supplier, we shall notify the supplier, give the supplier the opportunity to collaborate and discuss with the supplier the efficient conduct of the recall action, unless no notification of or collaboration by the supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the supplier insofar as a recall action is due to a defect in a Product supplied by the supplier.

9. Place of Performance

The place of performance is the place to which the goods are to be delivered in accordance with the contract or where the service is to be rendered.

10. Miscellaneous

a) If one of the provisions of these Terms and Conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms and Conditions in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.

b) The contractual relationships shall be governed exclusively by German law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

c) The venue for all legal disputes arising either directly or indirectly out of contractual relationships based on these Terms and Conditions of Purchase shall be Frankfurt. The Local Court of Bad Homburg (Amtsgericht Bad Homburg) has jurisdiction and venue over cases brought before the Local Court. We further have the right to take legal action against the supplier at a court with jurisdiction over the registered office or branch office of the supplier or at the