

GENERAL TERMS AND CONDITIONS TTH - PRETEC

ARTICLE 1: SCOPE OF APPLICATION

1.1. These general terms and conditions govern the contractual relationship between the companies "Tools & Technics Houben (TTH)", with registered office at 3900 Pelt, Aambeelstraat 4, RPR Antwerp, Hasselt department and registered in the Crossroads Bank for Enterprises under VAT number 0835.112.788 AND "PreTec Belgium (PTB)", with registered office at 3520 Zonhoven, KMO-zone Molenheide 4062 registered in the Crossroads Bank for Enterprises under VAT number 0458485346, and the customer.

1.2. In these general terms and conditions, 'customer' means a company as defined in Article 1.1.1.WER, and therefore not a consumer.

1.3. These general terms and conditions apply to all activities and to all invoices from TTH or PTB to the customer and to all agreements between TTH or PTB and the customer. These conditions form an integral part of the agreement with the customer. Deviations from them are only permitted in writing.

1.4. If the offer and acceptance refer to different general terms and conditions, both TTH or PTB and the customer have a right of withdrawal. To exercise the right of withdrawal, the party must, within five (5) calendar days of acceptance under its own general terms and conditions, explicitly notify the other party in writing (by email) that it is withdrawing from the contract. If such a protest is not made, the contract will nevertheless be concluded.

1.5. The application of these general terms and conditions is accepted by the customer by the mere fact of a purchase, placing an order or concluding an agreement with TTH or PTB. The customer declares to have received these general terms and conditions prior to the conclusion of the agreement, to have been able to take note of their content and to accept them.

1.6. If one or more provisions of these terms and conditions are wholly or partially void or unenforceable, this will not affect the validity or enforceability of the other provisions of these general terms and conditions. The parties undertake to replace the (wholly or partially) invalid or unenforceable provision with a legally valid provision that will correspond to the original intention of the parties (including economic consequences), or will come as close as possible to it.

1.7. TTH and PTB are suppliers active in the Aerospace sector, the organization has developed and implemented a quality management system compliant with EN9100:2018. This ensures compliance with applicable laws and regulations and the continuous pursuit of the highest level of product conformity and safety.

ARTICLE 2: PRICE

2.1. All prices are valid under normal circumstances for 30 days, are expressed in euros and exclude VAT and additional costs (such as transport, packaging and shipping costs), unless expressly stated otherwise.

2.2. TTH and PTB reserves the right to correct any typographical errors in the price quote. TTH and PTB Tools & Technics Houben reserves the right, in accordance with legal provisions, to unilaterally change prices if these price changes are due to objective circumstances beyond its control, such as changes in VAT, taxes and excise duties, delivery costs, purchase costs, production costs, raw materials, labour costs, etc. The fact that this price adjustment is not implemented immediately when it could be does not imply that further price revisions are waived. In such a case, TTH and PTB will notify the customer immediately and provide proof of the objective circumstances upon request.

2.3. Under no circumstances can TTH and PTB or the customer implement a price reduction simply by written notice. Nevertheless, in the event of a breach of contract that is insufficiently serious to justify termination, the parties may, after unsuccessful formal notice, demand a price reduction in court.

ARTICLE 3: PAYMENT

3.1. TTH or PTB have the right to request advance invoices. All invoices are payable by bank transfer within fourteen (14) days after receipt date of the invoice, unless expressly agreed otherwise.

3.2. If the (advance) invoice is not paid (in full) by the due date, interest of 1% per month will be due, automatically and without any notice of default, starting from the invoice due date. The invoice will also be increased, automatically and without any notice of default, by a fixed compensation for late payment equal to 10.5% of the invoice amount, with a minimum of €200 per invoice. This is without prejudice to 'Stand

Up Company's right' to demonstrate and obtain compensation for higher damages.

3.3. The customer remains jointly and severally liable for payment of all amounts due to invoices from TTH or PTB, even if TTH or PTB has agreed to issue invoices in the name of third parties.

3.4. All objections regarding the invoice must be addressed to the registered office of TTH or PTB by registered letter with reasons within 8 calendar days of receipt of the invoice, under penalty of forfeiture.

3.5. In the event of non-payment of an invoice, all outstanding invoices, even those not yet due, become due and payable automatically and without notice of default.

3.6. In the event of late payment of an invoice, TTH or PTB reserve the right, without prior notice of default, to [1] immediately suspend the service until all outstanding and due invoices have been paid, or [2] suspend delivery if this has not yet taken place.

ARTICLE 4: RETENTION OF TITLE

All sold goods remain the property of TTH or PTB until the full price (principal, interest, and costs) has been paid. As long as ownership has not passed from TTH or PTB to the customer, the latter may not dispose of the sold goods, encumber them with a pledge, or establish any other real right on them. Furthermore, in this case, TTH or PTB are entitled to repossess any goods already delivered. This retention of title clause remains applicable in the event of the customer's bankruptcy.

ARTICLE 5: RISK

On the date of delivery, all risks pass to the customer and all costs are borne by the customer.

ARTICLE 6: INTELLECTUAL PROPERTY

TTH or PTB are the sole owners of the intellectual property rights. At no time are TTH or PTB's intellectual property rights transferred to the customer, unless the parties expressly agree otherwise in writing. The customer explicitly acknowledges TTH or PTB's right to use the customer's name and logo, or photos of the delivered product in the customer's environment, for reference purposes.

ARTICLE 7: CONFIDENTIALITY

The parties agree to keep confidential all confidential information they receive from each other. Unless the parties agree otherwise, all information shared will be deemed confidential.

ARTICLE 8: DELIVERY AND EXECUTION

8.1. If the goods are delivered to the customer, delivery will be made to the address provided by the customer. The associated delivery costs (and any transport costs) will be charged to the customer.

8.2. Delivery and execution times are provided for information purposes only and are therefore not binding. Delays in delivery or execution can never give rise to compensation, order cancellation, or termination of the agreement.

ARTICLE 9: TERMINATION

9.1. The agreement between the parties will be automatically terminated at the customer's expense in the event of liquidation, dissolution, or death of the customer.

9.2. The customer may unilaterally terminate the agreement by registered letter addressed to the registered office of TTH or PTB, subject to payment of a fixed compensation (damages) to TTH or PTB equal to 30% of the invoice amount. This is without prejudice to the right of TTH or PTB to demonstrate and obtain compensation for higher damages.

9.3. In the event of refusal of receipt upon delivery, a fixed compensation equal to 30% of the invoice amount will also be owed to TTH or PTB.

ARTICLE 10: LIABILITY

TTH or PTB is not liable for damages of any nature whatsoever, except in the case of intent or gross negligence on its part or that of its employees, unless the parties expressly agree otherwise in writing. In any case, the amount of any compensation will be limited to the amount agreed upon between the parties for the assignment in question. However, if TTH or PTB is insured for the relevant damage, the compensation will in no case exceed the amount paid by TTH or PTB's insurer. When performing its work, TTH or PTB undertakes a best-efforts obligation.

ARTICLE 11: FORCE MAJEURE AND HRDSHIP

11.1. Events of force majeure, regardless of whether they temporarily or permanently make the performance of the agreement impossible, automatically suspend or extinguish the obligations of TTH or PTB and release TTH or PTB from any liability or damages resulting from this to the customer. The following are considered force majeure, but are not limited to: war, strikes, lockouts, power outages, theft, fire, epidemics or pandemics, government restrictions, logistical problems with third parties, etc. TTH or PTB undertakes to inform the customer of the force majeure situation as soon as possible.

11.2. Any appeal to premature non-performance is excluded.

ARTICLE 12: COMPLAINTS

12.1. The customer must immediately inspect the goods upon receipt and report any non-conformity, incorrect quantities, or visible defects to TTH or PTB by registered mail within 72 hours of delivery.

12.2. Any complaints regarding latent defects must reach TTH or PTB by registered mail within 2 months of delivery, and in any case within 1 calendar day of discovery of the latent defect.

12.3. No valid complaint can be submitted outside the stated deadlines.

ARTICLE 13: DATA PROTECTION AND PERSONAL DATA

13.1. TTH or PTB undertake to comply with the provisions of the General Data Protection Regulation to the best of their ability.

13.2. The customer hereby expressly confirms that all data they transfer to TTH or PTB has been collected and processed by the customer in accordance with the General Data Protection Regulation. Consequently, the customer will indemnify TTH or PTB against any claim from a natural person whose data has been collected and/or processed by the customer and subsequently transferred to TTH or PTB.

13.3 The personal data that TTH or PTB processes includes the names, email addresses, and telephone numbers of external partners or applicants. In addition, data obtained from third parties in the context of providing services may also be processed.

13.4. TTH or PTB does not process personal data without a legal basis, nor does it process it beyond what is necessary for the purpose for which it is collected. The organization stores personal data on an internally secured network. Personal data is stored here for as long as necessary to achieve the purposes and is not shared with third parties.

13.5. Cookies are short files with an identifier that are stored on your device when you visit a website. TTH and PTB also use cookies for the technical functioning of the website, to improve website security.

13.6. The right of access enables the data subject to verify the lawfulness of any processing activity. This right of access consists of three elements:

- The data subject has the right to know whether or not you are processing their personal data.

- If so, the data subject has the right to obtain the following information: The purposes of the processing; The categories of personal data; The recipients or categories of recipients of the personal data; The retention period of the personal data or the criteria used to determine that period; The right to erasure, rectification of personal data, and the right to restrict or object to processing; The right to lodge a complaint with a supervisory authority; The source of the data (in the case of indirect collection).

The data subject has the right to receive a free copy of their personal data that you are processing for the minimum invoice amount of €200.

ARTICLE 14: OUTSOURCING SPECIAL PROCESSES

14.1. The supplier requirements below apply to all suppliers of special processes, these requirements correspond with the requirements of EN9100, clause 8.4.3:

a. The processes, products and services to be provided including the identification of relevant technical data can be found on the purchase order;

b. Each shipment must be accompanied by one legible copy of a CoA or CoC;

c. Suppliers shall ensure that employees working on its behalf are competent and trained in accordance with the requirements of EN9100;

d. Suppliers shall hold all information received from TTH or PTB in confidence and no third party request for information will be authorized unless approved;

e. Suppliers will be rated and may receive corrective actions or may be considered for probation of removal from TTH or PTB's approved suppliers list;

f. TTH and PTB and its customers reserve the right to perform verification and/or validation activities at the supplier's premises;

g. No design or development – N.A.

h. Suppliers are responsible for the validation to achieve planned results.

i. Supplier will maintain a quality/inspection system that will ensure conform products and services.

j. The supplier will use a sampling plan unless otherwise agreed.

k.1. Suppliers will maintain a QMS.

k.2. Suppliers will use customer specified sources.

k.3. TTH and PTB will not accept supplier products which do not meet P.O. requirements, products shall be disclosed upon discovery.

k.4. Suppliers will institute controls that include the requirement of certificates and/or other supporting documentation as is appropriate.

k.5. Supplier will notify TTH or PTB of intent or actual changes that may affect the quality of delivered products and services.

k.6. Suppliers shall flow-down to Sub-Tier suppliers the applicable requirements as required by the purchase order either specifically or by reference.

k.7. Suppliers will provide test specimens for inspection/verification, investigation and/or auditing purposes.

k.8. Unless otherwise specified on the P.O., the latest specification revision in effect at the time the lot of raw material/parts was originally manufactured or processed shall apply. In the event a document has been superseded, the latest revision of the superseding document shall apply. All certifications, test reports, and inspection reports, as well as receiving inspection, in- process inspection, final inspection, and calibration records shall be retained for a minimum of seven years, unless otherwise specified by TTH or PTB.

l. TTH and PTB, its customers and regulatory authorities reserve the right to perform an on-site inspection of the supplier's facility or visit the facility. TTH and PTB will give reasonable notification to the supplier prior to the on-site inspection.

m. Supplier must be committed to the highest standards of ethics and business conduct. Supplier must comply with the law, honour commitments, act in good faith, and be accountable. Supplier must strive to maintain full compliance with all laws and regulations applicable to the operation of the business and customer relationships. Supplier must not offer, promise, authorize, or provide, directly or indirectly, anything of value (including business gifts or courtesies) with the intent or effect of inducing anyone to engage in unfair business practices. Supplier will avoid involvement in activities that may be perceived as a conflict-of-interest. Supplier will respect the legitimate proprietary rights and intellectual property rights of customers and Suppliers and take proper care to protect sensitive information, including confidential, proprietary and personal information. Supplier will support product safety by ensuring robust management of special requirements, critical items and key characteristics.

ARTICLE 14: APPLICABLE LAW AND JURISDICTION

14.1. All legal relationships between TTH and PTB and the customer are exclusively governed by Belgian law.

14.2. The courts and tribunals of the judicial district where TTH and PTB have their registered office have exclusive jurisdiction for any dispute between the parties.