

Applicability

Each purchase order ("Order") issued by Allaero Limited group ("Buyer") to the provider of goods or services ("Seller") is subject to these General Conditions of Purchase ("Conditions"). In these Conditions, "goods" and "services" refer to the goods or services described or referenced on the face of an Order. "Contract" refers to the Order, the Conditions as well as to any other terms referenced in the Order and/or the Conditions or otherwise expressly agreed to in writing by Buyer and Seller. The Contract constitutes the entire agreement between Buyer and Seller and the complete and exclusive statement of the terms and conditions between the parties, notwithstanding anything to the contrary in Seller's general sale conditions or in any other document issued by Seller. No purported (past or future) imposition of any other terms to apply to the transaction of Allaero buying goods or services from the Seller shall apply. Conflicting and additional terms and conditions in any such Seller document shall be deemed deleted and not binding upon the parties, except insofar as expressly agreed in writing by Buyer.

Order Confirmation

Any Order of goods and/or services must be confirmed in writing by Seller within two working days from the date of issue of the Order. Without confirmation within the above period, Buyer is entitled to assume that the Order has been tacitly accepted by Seller. Buyer reserves the right to cancel any Order which is not confirmed within such period.

Price

The price indicated on the Order is considered to be the price agreed between Buyer and Seller. The price is fixed and cannot be increased by Seller without the written consent of Buyer.

Payment

Payment by Buyer shall not constitute any admission by Buyer as to the performance by Seller of its obligations, nor any waiver of its right to warranty, damages or termination.

Delivery terms

Seller shall deliver the goods and/or perform the services at the place indicated by the Buyer in accordance with DDP Incoterms 2010 and shall comply with Buyer's delivery instructions. Dangerous goods shall be declared and shipped in accordance with the regulations relating to such goods.

Delivery Date and Time

Seller shall deliver the goods and/or perform the services at the date or within the deadline specified on the Order. Seller shall give notice of delay in delivery or in performance as soon as such delay appears likely and, in any event, before expiry of the date of delivery and/or performance deadline. Time is of the essence in relation to delivery. In case of delay or notice of delay, Buyer will be entitled, at its option, to cancel the Order or agree to an extension of the term of delivery and/or performance, without prejudice to Buyer's right for damages in either case.

Packaging

Packaging of goods shall comply with Buyer's instructions, if any, and be labelled with the following information: product name, manufacturer's product reference code and description, production date, net weight, and other information mentioned in the Order, if any. Packaging and labelling shall comply with all applicable laws and regulations. Buyer is entitled to reject goods without any liability if the packaging, labelling or delivery documents do not comply with the foregoing, are damaged or contaminated, without prejudice to its right to damages.

Non-conforming Goods or Services

At its election, Buyer may inspect the goods and/or services upon receipt, or any time thereafter. Buyer is entitled to reject, at any time, goods or services that do not conform to the Contract requirements, including, but not limited to, the warranties set out in these Conditions, any additional warranties provided by Seller, and any warranties implied by law. With respect to any non-conforming goods or services, Buyer is entitled, at its option, to cancel all or part of the Order or to call for replacement of the goods or re-performance of services, without prejudice to its right to damages in either case.

Warranty and liability

Seller warrants and agrees that the: (i) goods and services will be provided in accordance with all requirements of the Contract; (ii) goods will be new; (iii) goods and services will conform to the agreed specifications and any samples, drawings, or performance criteria, specified or agreed by Buyer; (iv) goods will comply to the goods described in the manufacturer's reference and description thereof; (v) goods and services will be merchantable, of good material, workmanship and quality, fit for the purposes for which Buyer intends them and free from faults or defects; and (vi) services will be performed in a professional and workmanlike manner and comply with the agreed scope of work. Seller represents that the goods, services, and all materials incorporated into the goods and/or used in performing the

services are produced and delivered in compliance with all applicable laws and regulations including, but not limited to, export controls of the country or countries in which they are doing business. Further, Seller represents that it complies with all laws and regulations respecting its business operations, including, but not limited to, laws and regulations regarding anti-corruption, anti-money-laundering, human trafficking and organised crime; and Seller does not, and its suppliers do not, use child labour. Seller agrees to indemnify, defend and hold Buyer harmless, from and against any and all demands, claims, causes of action, damages, liabilities, losses, costs (including, without limitation, attorneys' fees and court costs) and expenses arising out of, or in connection with, the goods/services or Buyer's use of the goods/services.

Insurance

Seller will procure and maintain, for as long as Seller is supplying goods to Buyer or performing services for Buyer, and for one year thereafter, insurance of a form and amounts as are: (i) required by law; (ii) consistent with industry standards; and (iii) reasonably required by Buyer. In all cases, Seller must maintain insurance to adequately cover its obligations hereunder. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance evidencing the coverage that is in effect.

Work Permits, Minimum Wage and Working Conditions

In case services are performed on Buyer's premises, Seller guarantees that (a) Seller and/or Seller's employees are in possession of the authorisations and/or work permits required by applicable laws for the performance of the Contract, including the performance of services on Buyer's premises; and (b) Seller complies with ALL applicable regulation and risk analysis. In case of subcontracting, Seller guarantees that any subcontractor to it is committed in writing to comply with these Conditions.

Intellectual Property

Seller warrants that the provision and/or use of the goods and/or services does not and will not breach any third party intellectual property rights and Seller agrees to indemnify, defend and hold harmless Buyer, from and against any and all demands, claims, causes of action, damages, liabilities, losses, costs (including, without limitation, legal fees and court costs) and expenses arising out of, or in connection with, infringements of any third parties' intellectual property rights resulting from the goods/services or Buyer's use or sale of the goods/services. Any intellectual property rights arising out of, or in connection with the services shall belong to Buyer.

Confidentiality

Buyer's Order and all information received from Buyer in connection with the Order shall be kept confidential and not be disclosed by Seller to any third party nor used for any purpose other than in the performance of the Contract.

Non-Assignment

Assignment of the Contract or any interest herein by Seller, in whole or in part, without the written consent of Buyer, shall be void and of no effect.

Subcontracting

Seller shall not subcontract the performance of all or any part of its obligations without the prior written consent of Buyer. In case of subcontracting with Buyer's written consent, Seller shall remain fully responsible for the performance of any subcontracted obligations.

Applicable Law and Jurisdiction

The validity, interpretation, and performance of the Contract is governed by and shall be construed in accordance with the laws of England and Wales, without giving effect to any choice of law or conflict of law provision or rule, and specifically excludes the UN Convention on the International Sale of Goods. Any dispute arising out of or in connection with the Contract shall be submitted to the English High Court which will have exclusive jurisdiction (but without prejudice to Buyer's right to take action at the place of Seller's registered office if it is outside England and Wales).