

**General terms and conditions of purchase of Fokker Technologies Holding B.V. (CoC 50010964) and its affiliated companies such as Fokker Aerostructures B.V., Fokker ELMO B.V., Fokker Landing Gear B.V., Fokker Services B.V and Fokker Techniek B.V.**

**Article 1 Definitions**

Seller shall mean the party to whom an Order is directed. Buyer shall mean Fokker Technologies Holding B.V. or any of its affiliated companies or subsidiaries. Defects shall mean any non-compliance with Article 9 hereof. Supply of Products shall mean the purchase of goods or the procurement of services by Buyer under an Order. Order shall mean Buyer's purchase order. An Order includes the delivery schedule, delivery instructions and instructions for packing, marking and transport documentation. Any reference to "Order" made herein shall include a reference to the above documents, which shall form an integral part thereof.

**Article 2 Applicability and Scope**

These General terms and Conditions ("General Conditions") of Purchase shall apply to all Orders regarding the Supply of Products to Buyer. The applicability of Seller's general conditions is expressly excluded. Deviations from or additions to these General Conditions shall only be binding if and to the extent Buyer has given its consent thereto in writing.

**Article 3 Order confirmation and subcontracting**

Any Order placed will be deemed to be accepted the earlier of any written or electronic (EDI, Gateway or other) acknowledgement within 7 days after receipt of the Order. Changes to Orders shall only be valid if agreed upon by Buyer. Seller shall not subcontract the whole or a major or critical part of the Supply of Products without the prior written approval by Buyer.

**Article 4 Price and payment**

The Order shall specify fixed and firm prices exclusive of BTW (VAT) in the currency mentioned in the Order but inclusive of all other taxes, cost and fees required to comply with the Order. Unless otherwise agreed or obliged by law, payment shall be due ninety (90) calendar days after the Delivery of the Products and receipt of the relevant and correct invoice. Seller shall forward one (1) hard copy of each and every invoice to the finance department's email address mentioned in the Order. The invoice shall fully comply as to form and contents with the specifications mentioned in Buyer's instructions for packing, marking and transport documentation. In case of late payment by Buyer the Seller is entitled to charge an amount of EUR 40,- for extrajudicial recovery costs. Supplier is not entitled to a higher amount, regardless of the actual costs made by Supplier. Payment does not constitute acceptance of the Products and services. Buyer is entitled to set off or compensate any claim Buyer may have under an Order or any other contract on the Supplier against any amount due by Buyer to Supplier.

**Article 5 Certification**

The Product shall be delivered with all relevant certificates or documents as mentioned in the Order. Failure to deliver the Product with such certificates or

documents will result in a Discrepancy as defined in Article 8 hereunder.

**Article 6 Inspection**

Prior to delivery, Buyer and/or Buyer's customer shall have the right to inspect the Products and Seller's product organization at Seller's plant or elsewhere on conformity with warranty provisions contained herein and to exercise progress controls at any time. In no event shall inspection imply acceptance of the Product by Buyer, nor will it constitute a release or waiver of any of Buyer's rights hereunder. The Supplier shall allow access to the site and shall offer all reasonable assistance.

**Article 7 Delivery**

Seller shall deliver the Product complete with its accessories in accordance with Buyer's directions and on the date as specified in the Order. Timely delivery shall under all circumstances be of the essence. Except in case of force majeure, if Seller fails to deliver the Products on the date specified in the Order, Seller shall forfeit a penalty of two percent (2%) of the net purchase price for each calendar week the delay continues up to a maximum of ten percent (10%), without further action or default notice being required. Buyer shall have the right to cancel the Order without cost and/or to claim all damages incurred by Buyer and/or its customer. This provision shall not affect any rights of Buyer hereunder or under applicable law. Seller shall forthwith inform Buyer in writing of any foreseeable delay in the delivery of the Product, failure of which will deprive Seller of its right to impute a delay to force majeure. Non-performance by Seller's suppliers shall under no circumstances constitute force majeure. Seller shall compensate Buyer for any reasonable costs due to delivery of the Product prior to the agreed delivery date.

Unless otherwise provided for in the Order, title to and risk of loss or damage to the Product and its accessories shall pass to Buyer upon delivery of the Product. Delivery shall take place DDP (Incoterms 2010 ®) Fokker facilities or as otherwise provided for in the Order.

**Article 8 Acceptance**

Upon actual receipt thereof, the Buyer shall inspect the Product on manifest discrepancies, deficiencies or damage (hereinafter collectively referred to as "Discrepancies"). In the event Buyer identifies a Discrepancy upon inspection of the Product, Buyer shall be entitled to give notice of non-acceptance of the Product within thirty (30) days of receipt thereof. Following notice of non-acceptance, Buyer may at its sole discretion require Seller either to replace the Product or to repair any Discrepancy to the Product, at no additional costs to

Buyer. If Seller does not restore such Discrepancy or supply the required certificates within the term indicated by Buyer, then Buyer may at its sole option either (i) dissolve the agreement under the Order by written notice, (ii) restore the Discrepancy itself or have such Discrepancy restored by a third party, at Seller's costs or, as the case may be, (iii) certify the Product itself or arrange for the required, at Seller's costs. The above rights of Buyer are without prejudice to any additional or other rights Buyer may have hereunder (including the warranty and remedy provisions) or under applicable law.

#### **Article 9 Warranty**

The Seller explicitly warrants that Products will:

a. be complete in every respect, in good working order and condition, fit for the purpose for which they are intended and will be free from defects in design, manufacture, workmanship and material; free from any encumbrances.

b. comply with the requirements as per the Order, all quality requirements, quantity, specifications, drawings, calculations and other information or documents furnished by Buyer and comply with applicable aviation authority and other regulations.

c. not infringe on any patents or other applicable intellectual property rights.

Seller further warrants that any services performed will be performed efficiently, safely and competently by suitable qualified and experienced personnel in conformity with applicable industry codes of practice as well to ISO 14001, 9001 and AS/EN9100.

Seller further guarantees that there are no "Conflict Minerals" used in the manufacturing of the Product(s) as sold and supplied to Buyer under these terms and conditions and / or specific Order(s). Seller will actively support Buyer in the latter's "Conflict Minerals" due diligence efforts, by disclosing relevant information in regard thereto to Buyer upon first request.

Buyer has the right to assign its rights under Articles 9 and 10 hereof to its customer without any consent of Seller being required.

#### **Article 10 Remedies**

In the event of any Defects becoming apparent during a term of i) thirty six (36) months for new Products delivered ii) six (6) months for serviceable parts and iii) twelve (12) months for overhauled parts, and in case of patent infringement at any time, as of the date of first use of the Product by Buyer or its customer, Buyer shall with due dispatch inform Seller in writing of such Defect stating the required remedy. In case of any Defect, Buyer shall have the following remedies (at its sole option): (i) replacement of the defective Product, (ii) correction or repair of the Defect or (iii) dissolution of the agreement under the Order. (iv) acquire a transferable right of use for Fokker and Fokker's customer, all at no cost for Buyer. (Dis)-assembly and return transportation of a defective Product shall be for the risk and the account of Seller. If Seller does not or not within the term indicated

by Buyer correct or repair the Defect, then Buyer may either correct or repair such Defect itself or have such Defect corrected or repaired by a third party, at Seller's costs. In the event the agreement under the Order is dissolved by Buyer pursuant to Article 8 or 10 hereof, then any costs of redelivery (including transportation expenses) shall be for the account of Seller. Title to and risk of loss of or damage to the Product shall upon dissolution automatically return to Seller and the Buyer shall have a right of pledge on the defective Product for costs or damages resulting from the dissolution of the agreement under the Order.

#### **Article 11 Indemnity**

Seller shall indemnify and hold harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys fees, arising out of claims, suit, allegations or charges, (i) of Seller's failure to comply with Article 14, and / or ii) resulting from late Deliveries as in article 7, (iii) resulting from or relating to any Defect in the Product, and / or (iii) resulting from or relating to any infringement by Seller (and / or its subcontractor) of any patent or other applicable intellectual property rights of a third party and / or related to the Product.

#### **Article 12 Buyer furnished goods and information**

Any tooling, equipment, materials or other goods as well as technical information contained in documents, drawings or soft ware provided by Buyer to Seller in relation to Buyer's Order shall at all times remain the property of Buyer be kept confidential by Seller. In the event that the above goods are manufactured or technical information is developed by Seller at the instruction of Buyer under an Order, then such goods or information shall immediately upon manufacture thereof become the property of Buyer unless otherwise agreed in writing.

#### **Article 13 Termination**

Without prejudice to any rights of Buyer hereunder or under applicable law, Buyer may terminate the agreement under an Order by written notice for convenience, or in case of a breach of contract, if a petition for Seller's bankruptcy is filed, Seller applies for bankruptcy or suspension of payment or if circumstances arise in relation to Seller under which bankruptcy or suspension of payment could arise, without any liability of Buyer towards Seller for costs or damages resulting there from. In case of a termination for convenience, Buyer will reimburse the Supplier for the proven direct, reasonable and irreversible cost after acceptance thereof by Buyer and after receipt of a correct invoice insofar as these costs are not yet reimbursed by Fokker.

**Article 14 Compliance with Laws and Regulations.**

If applicable, Supplier acknowledges that Products or parts thereof may be subject to export control regulations, including U.S. export control regulations, and that diversion to export control regulations is prohibited. Supplier certifies that it shall comply with all applicable export control regulations including requirements for registration, licensing, authorization and any restrictions thereto. The Parties undertake to assist each other in obtaining any required authorization or export license. If the Products or parts thereof are subject to one or more export control regulations, Supplier shall: Advise Fokker of the export control classification number, and obtain export licenses to ensure timely delivery of the Products to Fokker, and advise Fokker of any restriction or proviso's by providing a copy of export licenses and/or amendments thereto. Any technical data authorized for export, re-export or transfer to Fokker shall be marked with the export control classification number and its corresponding authorization reference  
Buyer must comply with all applicable codes including those concerning anti bribery, anti corruption, anti trust and export control and also with the GKN Supplier Code of Conduct and the GKN policies set out at: .  
[www.gkn.com/corporateresponsibility](http://www.gkn.com/corporateresponsibility). Buyer, Buyers' employees, agents and sub-contractors must abide by applicable site and safety rules when on our property.

**Article 15 Confidentiality** The Supplier undertakes to maintain the confidentiality of all information and know-how supplied by Fokker and shall use this information and know-how exclusively for the execution of the Order.

**Article 16 Insurance** Supplier will at all times maintain -with reputable insurance companies and at Supplier cost-such insurance policies to sufficiently cover Suppliers risks and liabilities in connection with the Order. At the request of Buyer, Seller will provide evidence thereof. The requirement of insurance shall in no way effect Suppliers liability hereunder.

**Article 17 Governing law and jurisdiction**  
Any Order and the contractual relationship resulting there from between Buyer and Seller shall be governed by the laws of The Netherlands with the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 1980.

Any dispute between Buyer and Seller regarding an Order or the contractual relationship resulting there from between Buyer and Seller shall be finally settled by a court of competent jurisdiction in Rotterdam, The Netherlands.