 <b>ISS GmbH</b> International Spares Services	<b>General Terms and Conditions of Purchase or Delivery</b>	Number:	<b>EKB-EN</b>
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## General Terms and Conditions of Purchase or Delivery

### I. Scope of Application

The following General Terms and Conditions of Purchase apply exclusively to all orders of ISS GmbH, Hasenweide 146, 50226 Frechen, hereinafter called ISS.

Upon conclusion of the contract, the supplier accepts their exclusive validity. The following terms and conditions apply to all business relationships between ISS and the supplier, even if their validity has not been expressly agreed again.

Other conditions of the supplier which conflict with or deviate from the following conditions of purchase shall not become part of the contract, even if ISS does not expressly contradict them and unconditionally complies with the contractual obligations with the knowledge of conflicting, different conditions of the supplier.

Changes or additions to the following conditions of purchase, including this clause, require the written agreement in order to be valid.

### II. Order

Offers of the supplier are binding. Orders must be confirmed in writing. If the supplier does not accept the order within two weeks after receipt, ISS is entitled to revoke it.

ISS shall retain the right of property and copyright to drawings, sketches and other documents that ISS has provided in connection with the order. Drawings, sketches and other documents may only be used for the contractually agreed purpose and must be attached to the delivery in the original.

### III. Prices

The prices of the supplier stated in the order are binding.

The prices include packaging, taxes, customs or charges payable under applicable law for delivery "free domicile" to the delivery address specified in the order, unless otherwise expressly agreed between ISS and the supplier.


### IV. Terms of Payment

The supplier is obligated to prepare an invoice for each order in duplicate, stating the order number and in accordance with the applicable legal provisions. Invoices that are created without an order number and not in accordance with legal provisions are considered as not issued.

ISS pays invoices in accordance with the contractual terms of payment in the negotiated contracts between the ISS and the supplier.

ISS may offset with any claim against claims of the supplier or assert a right of retention.

The payment of the invoice does not constitute a waiver of warranty rights with respect to the delivery and does not exclude a later notice of defects.

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## V. Delivery

The written order from ISS shall prevail for the content and scope of delivery.

The delivery dates stated in the order are binding.

The supplier shall promptly notify ISS in writing of any known or anticipated delay in performance of his delivery obligations, indicating the anticipated duration of the delay, the reason for the delay and the measures taken to overcome the delay.

In the event of a delay in delivery, ISS is entitled to all legal claims. After expiry of an additional period of two weeks, ISS is entitled to make covering purchases at supplier's expense or to terminate the contract and to demand compensation instead of fulfillment.


## VI. Export and Customs Regulations

The supplier must inform us in writing if the (re-)export of goods or services including the provision or transmission of data is prohibited, restricted and / or subject to approval in accordance with the applicable export control regulations of the Federal Republic of Germany, the European Union, the US (US (re-)export law) or the state of production. In such a case, the supplier will also inform us about the extent of the restrictions and prohibitions, in particular the export control classification number and the required export licenses. The supplier will also include the relevant information in his offers, invoices and delivery notes.

The supplier will provide us annually with the appropriate declarations / certificates of origin for the goods delivered by him.

For all products, which are subject of the application of a free trade agreement, a regional trade agreement or any other preferential agreement, the supplier is obliged to provide proof of compliance with the requirements of the applicable agreement, if they actually comply with the applicable rules of origin (e.g. supplier declaration, preferential origin certificate / invoice).

The supplier must indicate the country of origin for all goods on invoices and delivery notes.

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## VII. Warranty

The supplier guarantees that the delivery item complies with the specifications agreed in the order, consists of the agreed material, is free from material, manufacturing or design faults. In addition, the supplier guarantees, that the delivery item is in accordance with the state in technology at the time of the order free from defects, that cancel or reduce the suitability for ordinary use or use provided in the contract, or cancel or reduce the value of the delivery item, and complies with all legal and regulatory approvals.

In the case of a defective delivery, ISS is entitled to the legal warranty claims. The supplier shall remedy the defect of the delivery item or deliver a new defect-free item at the choice of ISS.

ISS is not obligated for the validity of a notice of defect to the compliance with Article 377 of Commercial Code (HGB). ISS will notify the supplier of any defects in writing within a period of two weeks as soon as they can be determined according to the circumstances of a normal course of business. In this respect, the supplier waives the objection of omitted incoming goods inspection and delayed notification of defects, as well as the plea of limitation within a period of 24 months from the transfer of risk.

ISS is entitled to remedy the defect itself at the supplier's expense if there is a risk of default, a special urgency or if the supplier does not immediately comply with request of ISS for supplementary performance.

The warranty period is 48 months from the transfer of risk. For spare parts replaced as part of the removal of defects, the warranty period begins with the transfer of risk again.

## VIII. Liability

If ISS is required by its customer or third party to pay damages for product liability, for whatever legal reason and whether on the basis of domestic or foreign law, the supplier exempts ISS from such claims upon first request.

## IX. Property Rights of Third Parties

The supplier guarantees that the property rights of third parties are not violated by the delivery or use of the delivery item.


Insofar as ISS is claimed by third parties for illegal use of the delivery item, the supplier exempts ISS from claims of third parties upon first request, unless the supplier proves that he is not at fault.

## X. Retention of Title

ISS does not recognize an amplified or extended reservation of title. A simple retention of title is only recognized by ISS when it allows ISS to sell, process and mix the delivery item in the ordinary course of business.

## XI. Right of Access

The supplier grants ISS the right of access for the organization, customers and regulatory authorities to the affected areas of all facilities and at each level of the supply chain involved in the contract.

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## **XII. Information Requirements**

The supplier shall inform ISS about non-compliant products, services and processes after it has become known within five working days and must obtain an approval for this from us;

Also the supplier shall inform ISS of compliance with customer requirements regarding the record retention in accordance with the supply contract and compliance with the requirements for certificates of conformity, test reports and / or airworthiness certificates.

Furthermore the supplier shall promptly notify ISS of all documented information between the parties involved in the order at each level of the supply chain and of any parts of doubtful origin, unauthorized and counterfeit parts, and the supplier shall not return those parts to his providers.

## **XIII. Ethical Conduct**

The supplier agrees to abide by our ethical rules, including our Code of Conduct in his organization and at every level of the supply chain. The Code of Conduct can be found on our website and is also available by e-mail.

## **XIV. Management System**

The supplier maintains a management system that at least meets the requirements of DIN EN ISO 9001. Suppliers who offer and supply aircraft parts must maintain a management system that meets the requirements of EN 9100, EN 9110 or EN 9120.

## **XV. Place of Fulfillment and Jurisdiction**

The place of fulfillment for all claims arising from the contract concluded between ISS and the supplier is the registered office of ISS in Frechen.

Exclusive place of jurisdiction for all disputes arising out of or in connection with the contract is the competent court of the registered office of ISS. Notwithstanding this court agreement, ISS may also sue the supplier at his registered office.

The contract is subject to the laws of the Federal Republic of Germany. The uniform UN-purchase right does not apply.

## **XVI. Severability Clause**

Should individual provisions be or become wholly or partially invalid, all other provisions shall remain effective. This also applies if a gap in the contract should turn out.

A fully or partially ineffective provision is replaced or a contractual gap is filled by an appropriate provision, which, as far as legally possible, comes closest to what the parties intended or would have intended according to the sense and purpose of the contract, if they had considered the point.

Status March 2018