

SUPPLIER TERMS & CONDITIONS OF PURCHASE

Version: 1.0

Issued by: Swage Aero B.V

Governing Laws: The Netherlands

Scope: All operations, products, suppliers, and customers

Effective date: 01 September 2025

1. Acceptance

These Supplier Terms & Conditions of Purchase, together with any purchase order, specifications, drawings, or other documents referenced therein, collectively referred to as the Order, constitute the entire agreement between Swage Aero B.V., hereinafter referred to as Buyer, and the supplier, hereinafter referred to as Seller.

Acceptance of the Order is expressly limited to these Terms. Any additional or different terms proposed by Seller are rejected unless expressly agreed in writing by Buyer. Commencement of performance, shipment, or delivery shall constitute acceptance of these Terms.

2. Prices

All prices stated in the Order are fixed and firm and include all costs related to the Deliverables, including but not limited to packaging, handling, transport, duties, and taxes, excluding VAT unless stated otherwise.

Buyer makes no commitment regarding minimum volumes, forecasts, or future orders.

3. Payment Terms

Unless otherwise agreed in writing, Seller shall invoice Buyer upon delivery of the Deliverables. Payment shall be made within thirty days from receipt of a correct invoice.

Buyer reserves the right to withhold payment for disputed Deliverables and to offset amounts owed by Seller against any sums due.

4. Delivery and Incoterms

Delivery shall be made in accordance with the Incoterms specified in the Order. Unless otherwise stated, delivery shall be DAP Buyer's designated location in accordance with Incoterms 2020. Time of delivery is material. Buyer reserves the right to reject late, partial, or non-conforming deliveries at Seller's expense.

Risk of loss and title shall pass to Buyer upon delivery at the agreed location.

5. Packaging, Documentation and Traceability

Each shipment shall be properly packaged to prevent damage and shall be accompanied by documentation stating, as applicable, part number, description, manufacturer, batch, lot or serial number, quantity, and production or expiry date. Shelf-life items must have a minimum of eighty percent remaining shelf life unless otherwise agreed in writing.

Seller shall retain manufacturing, inspection, and traceability records for a minimum period of ten years.

6. Warranties

Seller warrants that all Deliverables are in full conformity with the Order and applicable specifications, free from defects in material and workmanship, fit for their intended purpose, free from liens or encumbrances, compliant with all applicable laws and regulations, and not infringing any third-party intellectual property rights.

These warranties are in addition to any statutory warranties and shall survive inspection, delivery, and payment.

Seller makes no representation or warranty regarding OEM authorization, OEM certification, or airworthiness approval unless explicitly stated in writing.

7. Aftermarket Products and OEM Independence

Seller acknowledges that Buyer supplies both OEM-manufactured products and independently manufactured aftermarket products.

Any references to OEM names, trademarks, or part numbers are used solely for identification or cross-reference purposes and do not imply OEM authorization or endorsement.

Seller shall not represent any Deliverables as OEM-manufactured, OEM-approved, or OEM-certified unless expressly authorized in writing by Buyer.

8. Inspection and Rejection

All Deliverables are subject to inspection by Buyer and or its customers.

Buyer may reject Deliverables that fail to conform to the Order. Rejected Deliverables may be returned, repaired, replaced, or scrapped at Seller's expense, at Buyer's discretion.

9. Counterfeit Prevention

Seller shall maintain an appropriate counterfeit part prevention process.

Seller shall immediately notify Buyer if any suspected or confirmed counterfeit Deliverables are identified and shall cooperate fully in any investigation or corrective action.

10. Compliance with Laws and Export Control

Seller shall comply with all applicable laws and regulations, including export control and sanctions regulations, product safety requirements, and anti-bribery and anti-corruption laws.

Seller shall provide export classifications, end use statements, or other compliance documentation upon request.

11. Indemnification

Seller shall indemnify and hold Buyer harmless from all claims, damages, losses, liabilities, and costs arising from non-conforming or defective Deliverables, breach of the Order, infringement of intellectual property rights, or violation of applicable laws by Seller.

Buyer shall not be liable for misuse or unauthorized application of Deliverables by third parties.

12. Insurance

Seller shall maintain adequate insurance coverage with reputable insurers appropriate to the nature of the Deliverables supplied. Proof of insurance shall be provided upon request.

13. Changes

Any changes to the Order shall be valid only if agreed in writing by Buyer. Seller shall promptly notify Buyer if proposed changes affect cost, delivery, or compliance.

14. Termination

Buyer may terminate the Order, in whole or in part, if Seller fails to perform, becomes insolvent, enters bankruptcy proceedings, breaches the Order, or if termination is required for compliance or risk mitigation reasons.

Termination shall be without prejudice to any other rights of Buyer.

15. Confidentiality

All non-public information disclosed by Buyer shall be treated as confidential and used solely for the purpose of performing the Order, unless disclosure is required by law.

16. Audit Rights

Buyer reserves the right to audit Seller's relevant records, processes, or facilities upon reasonable notice to verify compliance with the Order and applicable regulations.

17. Assignment

Seller may not assign or subcontract the Order, in whole or in part, without Buyer's prior written consent.

18. Governing Law and Jurisdiction

The Order shall be governed by the laws of the Netherlands. Any disputes shall be submitted exclusively to the competent courts of the Netherlands.

19. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. Entire Agreement

These Terms, together with the Order, constitute the entire agreement between Buyer and Seller and supersede all prior agreements or communications.

Issued by:

Swage Aero B.V.
The Netherlands