

INDEPENDENT DISTRIBUTOR & NON-OEM PRODUCT DISCLAIMER

Version 2.0

Issued by: Swage Aero B.V.

Effective Date: 01 May 2026

Scope: Business-to-Business (B2B) sales worldwide.

Preamble

This Disclaimer governs the legal relationship between Swage Aero B.V. ("Swage Aero") and the Purchaser in relation to the supply by Swage Aero of aerospace tooling, equipment, and related products. It applies to business-to-business (B2B) transactions only. It is intended to operate both as a stand-alone document and as an integral part of Swage Aero's General Terms and Conditions ("GTC").

1. Definitions

In this Disclaimer, the following terms shall have the meanings set out below:

- "Disclaimer" means this Independent Distributor & Non-OEM Product Disclaimer.
- "OEM" means the original equipment manufacturer of a Product.
- "Product" means any aerospace tooling, equipment, part, accessory, software, drawing, datasheet, or related item supplied, offered, recommended, quoted, or delivered by Swage Aero.
- "Purchaser" means any business, legal entity, organisation, governmental body, or natural person acting in the course of a trade, business, craft, or profession that obtains a quotation from, places an order with, accepts a delivery from, or otherwise contracts with Swage Aero. The Purchaser shall not include consumers.
- "GTC" means Swage Aero's General Terms and Conditions, as in force from time to time.
- "Authority" means any civil aviation authority (including EASA and the FAA), military authority, customs authority, export control authority, or other competent regulatory body.

2. Scope; B2B Only; No Consumer Sales

2.1 This Disclaimer applies to all quotations, offers, order confirmations, sales, deliveries, recommendations, documentation, and Products supplied by Swage Aero worldwide.

2.2 Swage Aero supplies exclusively to Purchasers acting in the course of a trade, business, craft, or profession. Swage Aero does not contract with consumers. Any quotation or order placed by a consumer (as defined under applicable mandatory consumer protection law) is expressly rejected and no consumer contract shall be deemed concluded.

2.3 The Purchaser warrants that it is acting in the course of its business and not as a consumer, and that it has full authority to enter into the contract on behalf of itself and (where applicable) its end-customer.

3. Independent Distributor Status

3.1 Swage Aero acts solely as an independent distributor, reseller, and commercial intermediary of aerospace tooling, equipment, and related Products supplied by third-party manufacturers.

3.2 Swage Aero is not the OEM of any Product unless expressly stated otherwise in writing by an authorised representative of Swage Aero.

4. No OEM Affiliation

4.1 Swage Aero is not affiliated with, endorsed by, approved by, authorised by, sponsored by, certified by, partnered with, or otherwise commercially connected with any OEM, unless expressly confirmed in writing by the relevant OEM.

4.2 Any reference by Swage Aero to OEM names, trademarks, trade names, part numbers, model numbers, aircraft platforms, technical specifications, drawings, or standards is made strictly for the purposes of (i) lawful identification under nominative use principles and (ii) informational reference.

4.3 Such references shall not be construed to imply compatibility, equivalence, interchangeability, fitness, approval, endorsement, sponsorship, or authorisation of any kind.

5. Trademark Notice and Nominative Use

5.1 All trademarks, trade names, logos, design marks, and registered marks referenced in any Swage Aero communication or documentation remain the exclusive property of their respective owners.

5.2 Swage Aero's use of such marks is limited to the minimum necessary to identify the relevant Product or its descriptive context, without suggesting any commercial connection with the trademark owner, and is made in compliance with the principles reflected in Article 14 of Regulation (EU) 2017/1001 on the European Union trade mark and equivalent national law.

5.3 No reference by Swage Aero shall be construed as comparative advertising within the meaning of Directive 2006/114/EC unless expressly identified as such and compliant with the conditions of that Directive.

6. No Representation of OEM, Airworthiness, or Regulatory Approval

6.1 Unless expressly confirmed in writing by an authorised representative of Swage Aero, no Product supplied shall be construed, marketed, resold, installed, or used as:

- OEM-original;
- OEM-approved;
- aircraft manufacturer approved;
- type certificate holder or supplemental type certificate approved;

- EASA approved, EASA Part-21 released, or accompanied by an EASA Form 1;
- FAA approved or accompanied by an FAA Form 8130-3;
- approved by any other civil aviation authority;
- military authority approved or military-qualified;
- airworthy or airworthiness-released;
- installation-approved or eligible for installation on any specific aircraft, engine, or component;
- maintenance release approved;
- technically interchangeable, functionally equivalent, or operationally equivalent with any OEM product.

6.2 Any approval, certification, release, or qualification documentation is provided only where expressly stated, and only to the extent of its express terms.

7. Export Control and Sanctions

7.1 Products may be subject to export control laws and economic sanctions, including but not limited to Regulation (EU) 2021/821 (dual-use), applicable EU sanctions regimes, the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and other applicable national or international laws.

7.2 The Purchaser shall be responsible for obtaining any export, re-export, transfer, or end-use authorisation required for its intended use of the Product, and warrants that the Product will not be sold, exported, re-exported, transferred, diverted, or used in violation of any applicable export control or sanctions law.

7.3 Swage Aero may, at its sole and reasonable discretion, suspend, delay, or cancel any quotation, order, or delivery where it considers that performance may infringe export control or sanctions law, without liability to the Purchaser.

8. No Technical, Engineering, or Regulatory Responsibility

8.1 Swage Aero does not certify, validate, approve, authorise, warrant, or assume responsibility for any of the following in respect of any Product:

- technical suitability;
- engineering acceptance or substantiation;
- design conformity;
- certification compliance;
- maintenance approval or release;
- installation eligibility;
- airworthiness acceptance;
- military qualification;
- regulatory compliance;
- operational suitability;
- continuing airworthiness.

8.2 All technical verification, engineering assessment, certification review, regulatory acceptance, configuration management, and operational approval remain solely the responsibility of the Purchaser, operator, design organisation, maintenance organisation, engineering authority, or end user.

9. Purchaser Responsibility

9.1 The Purchaser acknowledges and agrees that it is solely responsible for determining whether any Product may lawfully, technically, operationally, contractually, or regulatorily be used for its intended purpose. This includes, without limitation:

- EASA, FAA, and other civil aviation authority compliance;
- OEM maintenance documentation, service bulletins, and airworthiness directive compliance;
- military procurement, qualification, and security requirements;
- export control and sanctions compliance;
- internal engineering authorisation, configuration control, and quality assurance acceptance;
- contractual conformity obligations toward the Purchaser's own customers.

9.2 Swage Aero does not provide engineering approval, certification approval, installation authorisation, or operational release, and shall not be considered to have done so by reason of supplying any Product, quotation, datasheet, drawing, or other documentation.

10. No Performance or Suitability Warranty

10.1 Unless expressly agreed in writing, Swage Aero makes no representation, warranty, guarantee, or claim, whether express or implied, that any Product:

- matches OEM performance, dimensions, materials, tolerances, or specifications;
- is interchangeable, intermixable, or functionally equivalent with OEM products;
- is approved or eligible for any specific application;
- is fit for any particular purpose, including the Purchaser's intended purpose;
- satisfies the Purchaser's operational, contractual, or regulatory requirements.

10.2 All implied warranties, including merchantability and fitness for a particular purpose, are excluded to the maximum extent permitted by applicable law.

10.3 Any purchasing, installation, or operational decision remains solely at the Purchaser's own risk and responsibility.

11. Product Liability

11.1 Nothing in this Disclaimer is intended to, or shall, exclude or limit any liability that cannot be lawfully excluded or limited under mandatory product liability law, including Council Directive 85/374/EEC (as recast and as transposed) and equivalent national law.

11.2 As between Swage Aero and the Purchaser, where Swage Aero is exposed to a product liability claim from a third party that is attributable to the act, omission, fault, modification, application, integration, installation, or onward sale of the Product by the Purchaser or its

customers, the Purchaser shall, to the maximum extent permitted by law, contribute, indemnify, and hold Swage Aero harmless in accordance with Section 13.

12. Limitation of Liability

12.1 To the maximum extent permitted by applicable law, Swage Aero's total aggregate liability arising out of or in connection with any quotation, order, supply, recommendation, delivery, use, misuse, attempted use, installation, certification, failure, defect, or performance of any Product, whether based in contract, tort (including negligence), strict liability, statutory liability, or otherwise, shall be limited to the net invoice value (excluding VAT, freight, and duties) of the specific Product giving rise to the claim.

12.2 To the maximum extent permitted by applicable law, Swage Aero shall not be liable for any indirect, incidental, consequential, punitive, regulatory, reputational, operational, or commercial damages, including but not limited to:

- business interruption;
- aircraft on ground (AOG) or aircraft grounding;
- operational or schedule delays;
- loss of certification, approval, or operating authority;
- regulatory action, fines, or penalties;
- contractual penalties or liquidated damages owed to third parties;
- reputational damage;
- loss of revenue, profit, contracts, customers, savings, or goodwill;
- loss of or damage to data;
- third-party claims (except as expressly provided in Section 13).

12.3 The limitations in Sections 12.1 and 12.2 shall not apply to liability arising from (i) intent (opzet) or willful misconduct or deliberate recklessness (bewuste roekeloosheid) of Swage Aero's directors or managerial personnel, (ii) death or personal injury caused by Swage Aero's negligence, or (iii) any other liability that cannot lawfully be excluded or limited under applicable mandatory law.

12.4 Any claim under this Disclaimer must be notified to Swage Aero in writing without undue delay, and in any event within 90 days of the Purchaser becoming aware, or reasonably ought to have become aware, of the relevant facts, and in any event within 12 months of delivery of the relevant Product, failing which the claim shall be deemed waived to the maximum extent permitted by law.

13. Indemnification

13.1 The Purchaser shall, to the maximum extent permitted by law, indemnify and hold harmless Swage Aero, its parent and affiliated companies, and their respective directors, officers, employees, agents, and representatives, against any and all third-party claims, demands, proceedings, losses, liabilities, damages, costs (including reasonable legal fees), and expenses arising directly or indirectly from:

- the Purchaser's misuse, unauthorised use, or unauthorised application of any Product;
- certification rejection or non-acceptance by an Authority arising from Purchaser conduct;
- engineering, installation, modification, repair, or maintenance decisions of the Purchaser or its customers;
- regulatory non-compliance attributable to the Purchaser;
- operational incidents, accidents, or losses involving Products integrated or used by the Purchaser or its customers;
- breach by the Purchaser of any warranty, representation, or obligation under this Disclaimer or the GTC.

13.2 This indemnity shall not extend to claims to the extent caused by Swage Aero's intent (opzet), willful misconduct, or deliberate recklessness (bewuste roekeloosheid).

14. Manufacturer Responsibility

14.1 Products supplied by Swage Aero are manufactured by third-party manufacturers. Swage Aero does not assume manufacturer liability beyond mandatory obligations under applicable law.

14.2 Any manufacturer specifications, technical claims, representations, approvals, certifications, or product documentation remain solely the responsibility of the original manufacturer.

15. Acceptance and Incorporation

15.1 This Disclaimer is provided to the Purchaser prior to or together with each quotation, offer, order confirmation, or invoice issued by Swage Aero. The Purchaser is hereby afforded a reasonable opportunity to take note of its contents, as contemplated by Articles 6:233 and 6:234 of the Dutch Civil Code.

15.2 Without prejudice to Section 15.1, by any of the following acts the Purchaser expressly accepts this Disclaimer in full: (i) accepting a quotation or offer; (ii) issuing a purchase order; (iii) accepting an order confirmation; (iv) accepting a delivery; (v) using a Product; or (vi) paying an invoice.

15.3 This Disclaimer is incorporated by reference into the GTC. In case of conflict between this Disclaimer and the GTC, this Disclaimer shall prevail unless the GTC expressly state otherwise.

15.4 Any standard terms, purchase conditions, or general terms of the Purchaser are hereby expressly rejected and shall not apply, regardless of when or how they are communicated and irrespective of any reference to them in the Purchaser's documents.

16. Amendments

Swage Aero may amend this Disclaimer from time to time. The version of the Disclaimer in force at the time of the relevant quotation, offer, or order confirmation shall apply to the resulting contract.

17. Severability

17.1 If any provision of this Disclaimer is held to be invalid, unlawful, or unenforceable by a competent court or arbitral tribunal, the remaining provisions shall continue in full force and effect.

17.2 The invalid, unlawful, or unenforceable provision shall be deemed replaced by a valid, lawful, and enforceable provision that most closely reflects the original economic and legal intent of the parties.

18. No Waiver

No failure or delay by Swage Aero in exercising any right or remedy shall operate as a waiver thereof. Any waiver must be made in writing and signed by an authorised representative of Swage Aero, and shall apply only to the specific matter and occasion for which it is given.

19. Language

This Disclaimer is drafted in the English language. Translations may be provided for convenience only; in case of any discrepancy, the English version shall prevail.

20. Governing Law; Exclusion of CISG

20.1 This Disclaimer, and any non-contractual obligations arising out of or in connection with it, shall be governed exclusively by the laws of the Netherlands.

20.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is expressly excluded.

21. Jurisdiction

Any dispute arising out of or in connection with this Disclaimer or the supply of any Product shall be submitted to the exclusive jurisdiction of the competent court of Rotterdam, the Netherlands.

— *End of Disclaimer* —