

GENERAL TERMS OF DELIVERY AND SALE

TPAerospace

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1. SCOPE

1.1. These general terms and conditions of delivery and sale ("GTCs") apply to all quotations, proposals, offers, orders, or any other similar document for sales of goods and services collectively referred to as "Products" (these GTCs and further appendices to an agreement or order are collectively referred to as the "Agreement") between TPA and a buyer. For the purposes of these GTCs, "TPA" means the entity within the TP Aerospace Group which confirms a buyer's order for the sale of the Products.

1.2. Placement of an order by the buyer shall be treated as an acceptance of these GTCs. The buyer's own terms of purchase, sale or delivery, if any, will only apply to the extent that TPA has expressly accepted them in writing for the specific sales notwithstanding any provision to the contrary in such buyer's terms and conditions.

1.3. The GTCs are published and available on TPA's website, www.tpaerospace.com. TPA may amend these GTCs without notice, and such amended GTCs will automatically be adopted by the parties and apply to an Agreement, whereby any quotations, proposals, offers, orders and sales made concerning a Product after the date of the publication of the amended GTCs will be subject to such amended GTCs. The GTCs which were in force at the time when an order was confirmed by TPA continue to govern such specific order.

2. QUOTATIONS

2.1. Any proposal provided by TPA does not constitute an offer. The buyer's order constitutes an offer to purchase the Products stated in such order on the terms of these GTCs and will be deemed to be accepted only if TPA issues written acceptance hereof.

2.2. The prices in a quotation remain valid for fourteen (14) days from the date thereof unless otherwise specified in the quotation or withdrawn or revised by TPA according to clause 2.3. However, any quotation is subject to availability depending on the requested quantity and available stock at the time of the order acknowledgement.

2.3. TPA reserves the right to withdraw or revise any quotation at any time.

3. PRICES

3.1. Unless otherwise agreed and stated in TPA's invoice, the price for the Products is exclusive of costs of insurance,

transport, taxes, duties and/or other fees and charges, which are to be borne entirely by the buyer, and which will be invoiced to the buyer accordingly.

3.2. The price of the Products set out in the Agreement does not commit TPA to supply more Products at the same price. All prices are subject to change without prior notice. For updated price information, please contact your TPA sales representative.

3.3. TPA's prices are quoted "EXW – Ex Works" in accordance with Incoterms 2020.

3.4. TPA may apply a minimum order line value or quantity and/or standard package quantity to any order. Furthermore, TPA reserves the right to charge the buyer for any costs associated with special request made by the buyer.

3.5. Aircraft-on-ground ("AOG") and/or same day shipments may be subject to an AOG and/or expedite fee at the sole discretion of TPA.

4. ORDERS

4.1. Orders for Products must be placed in writing unless otherwise agreed. Orders become binding on TPA only upon TPA's written acceptance.

4.2. All orders must include the quantities and a reference to the relevant TPA part number (PN) for the Products being ordered.

4.3. TPA may, at any time and without prior notice, withdraw or revise any confirmed order if the execution of such order entails increased costs for TPA compared to the costs on confirmation of the order or prevents TPA from delivering the Products on time due to product shortage, delays by a supplier or the Products in question no longer being available. In case of any material revision of a confirmed order by TPA, the execution of such order will be subject to the buyer's prior written approval thereof.

5. DELIVERY

5.1. In general:

a) For goods: Delivery shall be EXW – Ex Works in accordance with Incoterms 2020 unless otherwise agreed in writing.

b) For services: Service delivery occurs when all contracted work is completed, the item has passed required inspections, and Customer has been notified that the item is available for collection at our facility.

- c) Risk Transfer: For goods, risk transfers upon delivery. For services, risk transfers upon actual collection of the serviced item or thirty (30) days after completion notification, whichever occurs first.
 - d) The buyer is responsible for procuring adequate insurance and assumes liability for loss or damage during transportation from a TPA facility.
- 5.2. The buyer shall cooperate with TPA as reasonably required under these GTCs. In particular, the buyer shall make available necessary documents, data and information in a timely manner, including information related to export and shipping of Products, information requested by the authorities and/or any other information requested by TPA.
- 5.3. TPA will use commercially reasonable efforts to meet the delivery date set forth in its order acknowledgement. Delivery dates are estimates only and TPA shall not be liable for any delivery delays. Any delay in delivery or performance, whether partial or full, shall not entitle the buyer to cancel the order.
- 5.4. Notwithstanding delivery and the passing of risk of the Products, the title of ownership remains with TPA and passes to the buyer at the earliest when the buyer has paid the full price to TPA together with other invoiced taxes, fees, duties or other charges that may apply.
- 5.5. If the buyer has not informed TPA of any specific means of transportation, TPA may, at its sole discretion and at the expense and risk of the buyer, choose the means of transportation and charge the buyer for the transportation costs, taxes, fees, duties or other charges related to the transportation.
- 5.6. TPA is entitled to deliver the Products in one or more shipments where reasonably necessary due to manufacturing schedules, transportation limitations, or force majeure events, provided the buyer is given reasonable advance notice.
- 5.7. If the buyer fails to take delivery on the agreed date, the buyer must nevertheless make any payment which is a condition for delivery as if the Products in question had been delivered. Subject to a grace period of three (3) days after failure to take delivery, the buyer shall be liable for and shall reimburse TPA for all costs and expenses which TPA may incur because of such failure, including costs for storage or disposal of the Products or any related transportation costs. Such action by TPA shall not constitute acceptance of late performance and shall be without prejudice to any other rights available to TPA, including the right to claim damages for breach of contract.
- 6. PAYMENT**
- 6.1. Unless otherwise expressly stated by TPA, payments must be made no later than thirty (30) days from the date of issuance of the invoice or at such other terms as may be stated in the relevant invoice.
- 6.2. If the buyer fails to pay or in the event of any adverse change in the buyer's creditworthiness, TPA reserves the right to:
- a) Only accept orders from the buyer based on revised payment terms, whereby the buyer will be obliged to pay for Products in advance of delivery;
 - b) Demand and obtain additional security (such as payment guarantees) from the buyer, in advance of accepting any new orders; or
 - c) Withhold delivery or cease any performance until such time as payment has been received from the buyer, at which point TPA will notify the buyer of a revised shipment date and of the outstanding amount owed by the buyer to TPA.
- 6.3. All amounts due must be paid by the buyer in full. The buyer is not entitled to assert any set-off or counterclaim against TPA, whether arising from breach of contract, tort (including negligence), breach of statutory duty or any other matter whatsoever to justify withholding payment of any such amount in whole or in part.
- 6.4. Payment must be remitted by wire or bank transfer to the bank account stated on the invoice. All charges deriving from the payment transfer are to be paid in full by the buyer. TPA reserves the right to charge back any third-party fees to the buyer.
- 6.5. Late payments shall entitle TPA, without prejudice to any other rights and remedies available to TPA, to charge interest at the maximum rate permitted under Danish law from the due date of the payments in question. Interest is calculated based on the actual number of days of delay in payment. TPA shall also be entitled to charge a fee for any costs incurred for late payment recovery.
- 6.6. The buyer must notify TPA within seven (7) days of the date of the issuance of an invoice if the buyer disputes any part of the invoice. However, no claim gives the buyer any right to suspend any payments due to TPA. If no notification is received within the seven-day period,

invoices will be deemed accepted. Representatives of TPA and the buyer will attempt to resolve any dispute, however, if the dispute has not been resolved within thirty (30) days of the date of the buyer's dispute notification, the dispute shall be settled in accordance with clause 18.3.

- 6.7. TPA may at any time set-off any liability of the buyer to TPA against any liability of TPA to the buyer, whether or not either liability arises under these GTCs. Any exercise by TPA of its rights shall not limit or affect any other rights or remedies available to it under these GTCs or otherwise.

7. CANCELLATION

- 7.1. Any cancellation, modification and/or reduction in an order after TPA's confirmation thereof is subject to TPA's prior written approval and subject to TPA being fully indemnified by the buyer against any costs incurred.
- 7.2. If, by way of exception, TPA accepts a cancellation, the buyer must compensate TPA for all costs related to the cancelled purchase and must pay a cancellation fee confirmed by TPA. This cancellation fee may vary but will be a minimum of USD 250 per cancelled line item or 15% of the cancelled line-item value, whichever is higher.
- 7.3. TPA is entitled to immediately postpone or cancel delivery of any order and seek recovery of all damages from the buyer, i.e. losses, costs and expenses including legal fees if the buyer (i) fails to make payment in accordance with the Agreement, (ii) suspends payments to TPA, (iii) files for bankruptcy, enters into liquidation, enters into any form of restructuring, (iv) materially breaches its confidentiality obligations under clause 19, (v) breaches the sanctions provisions in clause 20 or (vi) commits any other material breach of these GTCs.
- 7.4. If (i) TPA no longer holds distribution rights to the Products, (ii) the production of Products is suspended or terminated or (iii) Products can no longer be supplied to or provided by TPA, then TPA shall be permitted to cancel any applicable quotation or order. Furthermore, TPA shall have no further obligations to sell or support the Products in question.
- 7.5. In the event that any change from the supplier ((including but not limited to changes in Products, prices, delivery schedules, specifications, terms, or availability) results in a material change to TPA's obligations or the terms of this agreement, such change shall be advised to the buyer, and the buyer shall then inform TPA without undue delay if such change is

acceptable. If the change is not acceptable to the buyer, the affected Products may be cancelled by the buyer from an order without further liability to the buyer.

- 7.6. TPA shall not incur any liability or be obligated to pay any compensation to the buyer in the event a quotation or an order is cancelled under the terms in clause 7.4, clause 7.5 or clause 20.7.

8. ACCEPTANCE OF PRODUCTS

- 8.1. On receipt of the Products, it is the buyer's responsibility to carry out a thorough inspection of the Products and the related paperwork and to ascertain that the Products meet the description of the items ordered and are free from defects and/or shortcomings.
- 8.2. Except as otherwise stated herein, the Products and the related paperwork will be deemed to have been accepted by the buyer ten (10) business days after delivery of the Products unless the buyer notifies TPA in writing within that period of the reason for rejection. Notwithstanding the above, operational use or installation of the Products by the buyer, its agents, employees or customers constitutes acceptance of the Products by the buyer.
- 8.3. TPA shall have no liability for any defects detected on a Product after such Product has been accepted or deemed accepted by the buyer pursuant to clause 8.2, if such defect was apparent or should have been discovered during a proper inspection of the Product conducted in accordance with industry standards by a person skilled and experienced in the Product prior to acceptance.
- 8.4. At TPA's discretion, TPA must remedy any defects which are justified and notified in accordance with the provisions set out herein by repair, replacement or refund. Defects in Products supplied do not entitle the buyer to terminate the Agreement in whole or in part. The buyer does not have any other rights arising as a result of shortcomings and/or defects than the right of remedy set out in this clause 8.4, and TPA is not liable for any expenses or damages incurred by the buyer in connection with a defect claim, including, but not limited to, loss of profits or any other direct or indirect loss or consequential damages whatsoever.

9. RETURN OF PRODUCTS

- 9.1. The buyer is not entitled to return any Products without prior written consent from TPA in the form of a Return Material Approval ("RMA"). The buyer must contact

TPA's sales representative to request an RMA before returning any Products.

- 9.2. TPA will issue an RMA in writing upon approval of the buyer's return request. The RMA will include a unique RMA number and specific return instructions. The buyer must (i) attach the RMA documentation to the inside of the shipping container and (ii) reference the RMA number on all accompanying paperwork and communications with TPA regarding the return. Products returned without a valid RMA number may be rejected and returned to the buyer at the buyer's expense or held at buyer's risk until proper RMA documentation is provided.
- 9.3. Where TPA consents to a return, TPA may, at its sole discretion, charge a restocking fee. Such restocking fee shall not apply to returns related to warranty claims or defective Products.
- 9.4. Products for which the buyer has received written consent and an RMA must be returned to TPA within thirty (30) calendar days of the RMA issuance or by a return date agreed by TPA and the buyer.
- 9.5. Any return of Products is for the account of and at the loss, damage and risk of the buyer until received by TPA. Transportation costs are to be paid entirely by the buyer unless the buyer demonstrates that the return is due to TPA's material breach of contract or delivery of non-conforming Products, and TPA accepts such return as justified.
- 9.6. TPA will issue a credit note according to written consent from TPA. However, such credit note may include a deduction for any return fee and any costs incurred by TPA in relation to the Products.

10. WARRANTY

- 10.1. TPA warrants that all Products sold are free from any shortcomings and defects in material or workmanship. The warranty periods for the Products are as follows unless other periods may apply, e.g. due to OEM warranty terms:
 - (i) Factory new Product – twelve (12) months' warranty from delivery date
 - (ii) Overhauled – six (6) months' warranty from delivery date
 - (iii) Repaired, services, modified, etc. – three (3) months' warranty from delivery date
- 10.2. In case of a warranty claim, the buyer must provide written notice thereof to TPA immediately from the time when the defect was or ought to have been

detected. The notification must include reasonable evidence that the claimed defect is covered by a warranty and, if requested by TPA, that such defect did not result from any of the matters stated in clause 10.3.

- 10.3. Warranty does not apply to (a) any Products which, on inspection and determination by TPA or the OEM, have been altered by the buyer or a third party or modified to include third-party components; (b) any Products which have been subject to accident or damage caused by any negligent act or omission or circumstances beyond TPA's reasonable control; (c) any Products which, having been inspected by TPA or the OEM, are not found defective; (d) any Products which are outside the warranty period; (e) any Products which fail to function due to normal wear and tear; (f) any Products which have been subject to misuse or abuse or operated, stored or managed in a manner contrary to the Products instructions; or (g) any Products the defect of which resulted from component failures, foreign object damage (FOD) or causes beyond normal operations. An example of the above would be, without limitation, rejected take-offs (RTO), failures and/or damage caused by operational error and/or carelessness.
- 10.4. The buyer's exhaustive rights in terms of any warranty claims is as set out in clause 8.4.
- 10.5. All warranty claims requiring return of Products to TPA must be processed through TPA's RMA procedure as set out in clause 9.1. The buyer must obtain an RMA from TPA before returning any Products under warranty claim. Warranty claims submitted without proper RMA documentation may be rejected, and any Products returned without an RMA may be held at the buyer's risk and expense until proper documentation is provided.

11. EXCHANGES

- 11.1. The buyer must return the Products (same component part number) in a condition which TPA deems repairable and which must be replaced (core) within fourteen (14) calendar days of the shipping date of the replacement (same component part number in repairable condition) to close an exchange event in a timely manner. The core will not be considered returned until all paperwork (complete trace records from the buyer to the last operator, non-incident statement from the last operator and removal tag(s)) is complete and has been provided to the buyer.
- 11.2. The buyer must obtain an RMA from TPA prior to returning any core pursuant to an exchange. The core

return must include the RMA documentation inside the shipping container. Cores returned without proper RMA documentation may not be credited against the exchange and may be subject to additional fees.

11.3. Any return shall include the following information in an accompanying email: (i) Customs invoice with part number (PN) and serial number (SN) stated; (ii) A non-incident Statement (NIS) from last operator; (iii) Removal tag; (iv) Tire change information and/or last overhaul data (OH) (v) flight cycles for exchanged cores and (vi) ATA106 and packing slip (if different from last operator).

11.4. TPA has the right to invoice the buyer a late fee for the return of the core unit beyond the stipulated timeframe set out in clause 11.1 (the "Late Core Return Fee").

11.5. The Late Core Return Fee shall be calculated in accordance with the following:

Late Core Return Fee = [Fixed exchange rate / 30] X [Actual number of late calendar days for the return of the core unit]. Should TPA not receive a core unit from the buyer within 6 (six) months from the delivery of the replacement Product, the buyer shall be charged the outright sale price of the replacement Product.

11.6. The buyer must return the core to TPA with all transport cost, taxes, import duties and any fees that may apply paid for by the buyer, according to Incoterms 2020: DDP TP Aerospace. Furthermore, TPA has the right to invoice the buyer for any other fees that TPA may incur in connection with the buyer's return and TPA's receipt of the core.

11.7. To avoid import taxes and duties on shipments, the shipment must have a copy of the latest or current Airworthiness Review Certificate (ARC) attached to the outside of the shipping container, which must also be sent to TPA by email in advance.

11.8. For flat-rate exchanges, any structural repairs or parts not included in standard overhauls (such as but not limited to; "wheel halves", "keys" for wheels and "torque tubes" and " housings" for brakes) are not included and will be charged separately if replacements are needed on the Products provided.

11.9. If buyer returns Products or a core with insufficient paperwork (see clause 11.1) or the Products or the core is deemed Beyond Economical Repair ("BER") by TPA, or if a Products or a core is not returned within three-hundred-and-sixty-five (365) calendar days, TPA has the

right to carry out an outright sale of the Products and/or core. TPA holds the right to determine entirely when Products/a core are/is BER. As a rule, Products/a core are/is BER if repair costs exceed sixty-five percent (65%) of the current manufacturer list price for a similar new part. Any late fees and other fees already invoiced to the buyer will not be credited in connection with an outright sale.

11.10. If TPA carries out an outright sale of Products/a core pursuant to this clause 11.10, TPA may, at its sole discretion and upon the buyer's request, return the BER core to the buyer. Any such returned BER core will be provided in disassembled condition, and TPA shall have no liability whatsoever for any parts, components, or materials that have been removed, discarded, consumed, or otherwise disposed of during the disassembly, inspection, repair attempt, or storage process. The buyer shall bear all costs associated with the return shipment of any BER core.

11.11. Any BER core returned to the buyer shall be provided 'as-is, where-is' without any warranty, certification, or representation as to airworthiness, and shall be tagged accordingly.

11.12. If no objections are made by the buyer within five (5) working days of the date of invoice, the stated terms for the exchange will be regarded as accepted by the buyer.

12. REPAIRS

12.1. Products belonging to the buyer and sent to TPA for repair etc. are at the buyer's own risk and will not be covered by TPA's insurance policies.

13. ANTI-CORRUPTION

13.1. In connection with the purchase of Products from TPA, the buyer agrees not to permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives, agents or similar persons to promise or make any payment or otherwise contribute any item of value, directly or indirectly, to any third party, in each case in violation of applicable anti-bribery or anti-corruption law.

14. LIMITATION OF LIABILITY

14.1. In any case, TPA's liability for any claim is limited to direct and proven losses or damages not exceeding the invoiced amount for the Products to which such claim relates. To the extent permitted by law, these limitations and exclusions apply regardless of whether liability

arises from breach of contract, indemnity, warranty, tort, operation of law or otherwise.

14.2. Notwithstanding what is otherwise provided in the Agreement, TPA assumes no liability for any claims, including losses or damages suffered as a result of: (i) any errors or omissions in any and all agreements, including, but not limited to, quotations, proposals, contracts, order acknowledgements, agreements and amendments thereto; (ii) any failure, delay or partial or imperfect performance in connection with any communication or message to the buyer; (iii) errors in e-commerce transactions due to breakdown in communication lines either at the buyer's end or at TPA's end; and (iv) infringement of patents or any industrial or intellectual or other similar proprietary rights under the Agreement.

14.3. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF TPA AND THE REMEDIES OF THE BUYER SET OUT IN THE GTCs ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF TPA AND RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST TPA, EXPRESS OR IMPLIED HOWSOEVER, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS DELIVERED UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO: (I) ANY WARRANTY AGAINST HIDDEN DEFECTS; (II) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (III) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (IV) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, WHETHER IN CONTRACT OR TORT AND WHETHER OR NOT ARISING FROM TPA'S NEGLIGENCE, ACTUAL OR IMPUTED; AND (V) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCTS. TPA HAS NO OBLIGATION OR LIABILITY, HOWSOEVER ARISING, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY PRODUCTS DELIVERED UNDER THE AGREEMENT.

15. FORCE MAJEURE

15.1. TPA is not responsible and liable for damages, for any delay or failure to perform its obligations under this Agreement with the buyer which are due to causes beyond TPA's control, including, but not limited to, acts of God, acts of public enemies, acts of governments, whether legal or illegal, pandemics, epidemics, quarantine restrictions, industrial disputes, lockouts, strikes, work slow-downs, transportation embargoes,

fire, war, invasion hostilities (whether war is declared or not), cyber-attacks, currency restrictions, severe weather or general shortage of materials, defects or delays in deliveries by sub-suppliers.

15.2. Notwithstanding any other provisions of these GTCs, TPA shall be entitled to cancel an order by notice in writing to the buyer if material performance of an order is delayed more than three (3) months by reason of any of the events set forth in clause 15.1.

16. NOTICES

16.1. Any notice or communication required to be given under these GTCs shall be in writing in English and may be served either by personal delivery or by prepaid registered or certified letter, internationally recognized courier (e.g. DHL, FedEx or UPS), or email to the registered or principal office of the Party in question. Any such notice sent by letter shall be deemed to have been served five (5) business days after posting or in the case of personal delivery or email, on the date of delivery or transmission (in the absence of clear evidence to the contrary).

16.2. If the buyer changes company name, form of incorporation, address, contact details and/or bank details, it shall inform TPA of the same without undue delay.

17. DATA PROTECTION

17.1. TPA processes personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR), EU 2016/679, where applicable.

17.2. Processing is based on legitimate business interests for sales transactions, customer service, and contract fulfilment. Individuals may exercise their rights of access, rectification, erasure, restriction, objection, and portability by contacting TPA.

17.3. TPA will implement appropriate technical and organizational measures to protect personal data.

17.4. Full details of data processing practices are available in TPA's Privacy Policy at [Privacy Notice - TP Aerospace](#).

18. COMPLIANCE WITH LAW AND CHOICE OF VENUE

18.1. TPA will comply with all applicable laws and regulations to which it is subject pertaining to the supply of the Products. For the avoidance of doubt, "laws and regulations" do not include recommendations of standard-setting organisations. TPA will not be

responsible for non-compliance with laws arising out of combination, operation or use of the products with products not supplied by TPA where use of the products without such combination, operation or use would be in compliance with such laws.

- 18.2. The buyer acknowledges that the buyer's failure to comply with any applicable laws and/or TPA's policies will be deemed a material breach and will entitle TPA to terminate the Agreement immediately. The buyer agrees to indemnify, defend and hold TPA harmless from any losses due to the buyer's breach of its obligation under this clause 18.2.
- 18.3. These GTCs and the Agreement are governed by and construed in accordance with Danish law, except for its conflict of laws rules which must be disregarded. All disputes arising out of or in connection with the Agreement are to be finally settled by the ordinary courts of Denmark.

19. CONFIDENTIALITY

- 19.1. For the purposes of any Agreement, "confidential information" means all non-public, proprietary, or confidential information disclosed by TPA to the buyer, including but not limited to technical specifications, designs, manufacturing processes or pricing elements.
- 19.2. The buyer must protect confidential information received from TPA with at least the same degree of care as it uses to protect its own confidential information, but in no instance must such standard be less than reasonable care for highly sensitive data.

20. SANCTIONS & EXPORT CONTROL

- 20.1. Definition for the purpose of this clause 20:

"Sanctions and Export Control Laws" means any sanctions laws, regulations, trade embargoes, licence requirements, export regulations or similar restrictive measures imposed, administered or enforced by a Sanctions Authority.

"Sanctions Authority" means the Government of the United States of America (including, but not limited to, the Department of State, the Department of Commerce and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury), the United Nations Security Council, the European Union, the United Kingdom or any of their allies.

"Sanctioned Person" means (i) any natural or legal person in any list of sanctioned persons of any Sanctions

Authority (including List of Specially Designated Nationals (SDN) and Sectorial or Sanctions Identifications (SSI) List); or (ii) any natural or legal person directly or indirectly owned or controlled by one or several person(s) designated under (i) above.

- 20.2. Each of TPA and the buyer (i) represents to the other on (a) the date hereof, (b) each date on which a payment is made under the Agreement (c) each delivery date and (d) each date on which Products, including, but not limited to, commodities, technology and software and/or service, are provided under the Agreement that it, and any natural or legal person that has control over it, is not a Sanctioned Person; and (ii) undertakes at all times to conduct its business in compliance with any applicable Sanctions and Export Control Laws.
- 20.3. The buyer must, to the extent permitted by law and promptly on becoming aware of the same, supply to TPA details of any claim, action, lawsuit, proceedings or investigation against it with respect to Sanctions and Export Control Laws by any Sanctions Authority.
- 20.4. The buyer must on request provide any information related to the compliance with applicable Sanctions and Export Control Laws, such as end-use certificate and proof of delivery, e.g. a delivery verification certificate.
- 20.5. No party (the "Affected Party") is obliged to perform any obligation under this Agreement if such performance would be in breach of any applicable Sanctions and Export Control Laws (the "Relevant Obligation"). The Affected Party must promptly notify the other party (the "Other Party") in writing of its inability to perform the Relevant Obligation (the "Suspension Notice"). Irrespective of whether or not the Suspension Notice has been issued, the Affected Party is entitled to suspend the performance of the Relevant Obligation under the Agreement until such time as the Affected Party can lawfully perform the Relevant Obligation.
- 20.6. The buyer undertakes to use any Products procured for the purposes of commercial aviation and that, unless authorised by all necessary Sanctions and Export Control Laws, it will not directly or indirectly sell, import, export, re-export, lease or sublease (i) (a) to any country which is the subject of commercial, economic or financial restrictions according to any applicable Sanctions and Export Control Laws; and/or (b) to any Sanctioned Person; and/or (ii) in any way that would cause TPA to be in violation of any applicable Sanctions and Export Control Laws.

- 20.7. Any violation by buyer of clause 20.6 shall constitute a material breach and TPA shall be entitled to (i) suspend, terminate and/or cancel any ongoing or future business of any kind with the buyer with immediate effect and (ii) any remedies at law or otherwise, including indemnification for losses arising out of or in connection with the violation.
- 20.8. If the buyer sells, leases, subleases, disposes of, transfers control of any part of or novates or assigns any of its rights and/or obligations under the Agreement, to any third party, the buyer must cause, and must ensure, that such third party agree to be bound by sanctions and export control provisions on substantially the same terms as set out in this clause 20.
- 20.9. On request, the buyer must provide any information related to the compliance with applicable Sanctions and Export Control Laws, such as end-use certificate and proof of delivery, e.g. a delivery verification certificate, and fill out TPA's "Declaration of Compliance with Sanctions and Export Control Laws".
- 20.10. No parts sold by TPA may be exported to a country not complying with Sanctions and Export Control Laws, sanctions & restrictive measures. This is also applicable to export laws, sanctions and restrictive measures imposed by Australia, Canada, Japan, Switzerland among others.
- 21. MISCELLANEOUS**
- 21.1. Any provision of these GTCs that is prohibited by or unlawful or unenforceable under any applicable mandatory law applied by any court of competent jurisdiction shall, to the extent required by such law, be severed by these GTCs and rendered ineffective so far as is possible without modifying the remaining provisions. The Parties agree to replace, so far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the invalid provision, but which is not prohibited, unlawful or unenforceable. The invalidity in whole or in part of any provisions of these GTCs shall not void or affect the validity of any other provision.
- 21.2. The GTCs contains the entire agreement between the Parties, and no side letter, attachment, amendment or variation shall be of any effect unless in writing and duly signed by both Parties.
- 21.3. Nothing in the Agreement is to be interpreted or construed to create a partnership, agency, or joint venture between TPA and the buyer.
- 21.4. All captions, headings or titles in the paragraphs or sections of these GTCs have been inserted for convenience of reference only and do not constitute part of the Agreement, nor are they intended to limit the scope of the paragraphs or sections to which they apply.

(Version 3.0, 1 February 2026)