

PURCHASING CONDITIONS MOCKEL AG (incl. NDA)**1. GENERAL**

1.1.

Current business conditions apply to our purchases as well as to our contracts with suppliers and service providers. Current conditions always exclude those of our contractual partner.

1.2.

The present terms and conditions shall be deemed accepted as of the date of the order confirmation or start of business through our contractual partner.

1.3.

Any deviation from the present contractual conditions shall always be made in writing.

2. PRICES AND PAYMENT

2.1.

The prices of the services of our contractual partner shall be confirmed in advance and at the latest on confirmation of the order.

2.2.

Our contractual partner may never issue an invoice before the delivery of the goods / the execution of the services.

3. DELIVERY AND SERVICE DEADLINES

3.1.

Agreed delivery and completion deadlines are, insofar as they have been expressly agreed between the parties, binding, and can if exceeded, lead to a breach of contract or the payment of damages at the expense of our contractual partner.

3.2.

Our contractual partners are aware that we operate primarily in the field of high precision mechanics and that the service contracts with our customers must be strictly observed.

The corresponding services require absolute reliability with regards to the observance of service and delivery deadlines. Our contractual partner shall indemnify us, insofar as he is responsible for a possible delay in delivery or production.

4. QUALITY STANDARDS

Our contracts refer to quality standards EN 9100 : 2018 8.4.3 / ISO 14001 : 2015 8.1 and M6-QP-003 Ind- C (General Quality and environmental requirements for suppliers) which are presumed to be known by our contractual partner.

Should our contractual partner not be acquainted with the specifications given in our order descriptions - usually in abbreviated form - he is obliged to inform us of this prior to confirming the order. Unless this is the case, his order confirmation or start of work shall be regarded as proof that he is aware of and has noted the quality standard to be complied with.

The parties undertake to store and archive all documents relating to parts and works ordered during the lifetime of the parts supplied.

We reserve the right, for our customers, the aeronautical authorities and ourselves, to access the production facilities of our supplier in order to check the conformity of the product at its source.

5. DAMAGES AND COMPENSATION

5.1.

Should our contractual partner deliver defective goods which do not correspond to the required quality standards, he is fully liable for any resulting damages (including any reconditioning of parts necessary to correct work done by the sub-contractor, delay of production, loss of revenues,...)

5.2.

The same principle applies should delivery deadlines not be met (see Article 3).

6. NON-COMPETITION CLAUSE

6.1.

It is prohibited for our contractual partner to contact our customers, either directly or indirectly, without our prior written consent, this excludes contact regarding the terms of delivery in the event that delivery is provided directly by our contractual partner to our customer.

6.2.

The above non-competition clause applies not only during the period of the agreed contract but also for one year after the conclusion of the final contract.

This non-competition clause is not territorially limited.

6.3.

In the event of a violation of the non-competition clause, Mockel may invoke a breach of contract (see below). In addition to the breach of contract, we may claim damages corresponding to the loss of earnings with the customer concerned based on the turnover with the customer during the three year period prior to identifying the violation.

7. CONFIDENTIALITY AGREEMENT

7.1.

As a part of the procurement process, our contractual partner will receive technical documents concerning the goods to be delivered to our customer.

Just as we ourselves are committed to strict confidentiality regarding the handling of our customer's technical data, our contractual partner also undertakes the following:

a. Our contractual partner shall treat with strict confidentiality all information concerning the product of the contract forwarded to him by our customers or ourselves, and use all technical data relating to the product solely for the contractual partner's own services. Such data shall not be disclosed to third parties;

b. Our contractual partner undertakes to impose the same obligation of confidentiality on its own co-contractors. He also agrees to ask for our prior written approval prior to the engagement of a subcontractor and simultaneously authorizes us to verify whether the confidentiality agreement has been imposed on the subcontractor in question;

c. Our contractual partner is fully responsible for any damages caused to our customers or to ourselves as a result of a breach of the confidentiality agreement, whether these be attributable to themselves or attributable to their subcontractor.
In all cases we reserve the right to impose upon or have signed by our contractual partner non-disclosure agreements with our customers on a contract by contract basis.

8. BREACH OF CONTRACT

In the event of even a single violation by our contractual partner against the provisions of Articles 3, 4, 6 and 7, we reserve the right to invoke the immediate termination of the contract at the expense of the contractor.

In the latter case, all current contracts with our contractual partner shall be cancelled without this resulting in compensation for our contractual partner. Additionally, in the event of a breach of contract on behalf of our contractual partner, he shall not only reimburse the damages suffered by us in searching for another supplier or contractual partner in order to fulfil the pending orders, but he shall also be liable for an additional penalty for any down-payments made on current or still pending orders.

9. SHIPPING RISK

The transportation risk in connection with the execution of the contract with our contractual partner is with regard to delivery, both to our address, or to the customer's address purely at the cost and risk of our contractual partner.

The latter shall also be responsible for any loss, theft or damage to the goods, provided that no other stipulations have been made between the parties.

Our contractual partner guarantees a flawless delivery (or return) of the goods according to the specifications given in terms of the order, or order confirmation.

10. PACKAGING

Our contractual partner is likewise primarily responsible for the packaging of the goods delivered or returned by him.

The goods should be packed in such a way as to avoid any transportation damage whenever possible. Our contractor shall ensure delivery and return on euro pallets. Missing packaging or pallets cannot be claimed for.

11. INSURANCE

We reserve the right, in individual cases, to require proof of classic company liability insurance and plus additional product liability insurance as well as transport damage insurance from our contractual partner.

Our contractual partner grants us the right to demand at any time the submission of the insurance references within 48 hours and allow us to make direct contact with the appropriate insurance to ensure sufficient coverage and that payment has been made.

12. APPLICABLE LAW AND COURT OF JURISDICTION

The terms of the contract between our contractual partners and ourselves are exclusively subject to Belgian law.

In the event of a dispute between ourselves and our contractual partner, the Courts of the Eupen district shall be the sole competent authority.