

General Terms and Conditions of Purchase

1. General

- 1.1. Insofar as there is no other written agreement between Lux-Space Sàrl (hereinafter referred to as LXS) and the Supplier, solely these General Conditions of Purchase are valid for all supplies of goods and services purchased or commissioned by LXS. This also applies if these Conditions of Purchase are not explicitly recognised by the Supplier or if the Supplier confirms different terms and conditions. If conditions to the contrary are stated in order confirmations etc., these are not binding on LXS unless LXS has expressly acknowledged them in writing, even where not expressly refuted by LXS or where the Supplier makes its General Terms and Conditions the exclusive basis for delivery.
- 1.2. Any amendment to these General Conditions of Purchase by LXS shall form an integral part of the contract between LXS and the Supplier if the Supplier agrees to this amendment or if the Supplier does not raise an objection in writing to LXS within one month of being notified of the amendment.
- 1.3. In the case of ongoing business relations, LXS's Conditions of Purchase as stated in this version shall also apply to all future transactions.
- 1.4. Only written orders and agreements are deemed legally binding for LXS. Oral agreements and arrangements made by telephone must be confirmed in written form in the order.

2. Offers, Orders and Order Confirmation The Supplier shall confirm acceptance of the purchase order immediately in writing. Where the supplier fails to accept a purchase order from LXS in writing within a period of two weeks thereof, LXS is entitled to cancel the purchase order.

- 2.2. Acceptance of the purchase order shall include all relevant data, in particular the precise description of the supplies, order numbers, order delivery data and price.
- 2.3. Amendments and alterations to the purchase order by the supplier shall only be effective if confirmed by LXS in writing.
- 2.4. The Supplier shall not be entitled to subcontract the purchase order in whole or in parts or to have it carried out by third parties without prior written consent of LXS. Unauthorized subcontracting to third parties shall entitle LXS to terminate the contract in whole or in part and to claim damages.

3. Prices

- 3.1. The prices agreed are fixed, to the exclusion of any additional claims or price increases, and net without VAT. They shall include all costs for packaging, loading and freight forwarding, including any insurance costs for transportation. The Supplier shall, at its own expense and risk, procure all export and import licences or other approvals by authorities and meet with all customs formalities required for the import or export of the goods and, if necessary, for transit through third countries.
- 3.2. The Supplier shall be responsible for complying with national and US export regulations regarding export and re-export of goods and/or technology supplied to LXS. For these purposes, the Supplier shall also be responsible for obtaining any necessary export licence or official authorization from the relevant authorities.

4. Payment

- 4.1. Invoices are to be submitted in duplicate and must include all information requested in the purchase order for each delivery.
- 4.2. Unless otherwise agreed, payment by LXS shall be effected within 30 days after delivery and receipt of invoice less 2% discount or within 90 days net, whichever LXS chooses.

Payment can be effected in cash, by check, credit transfer or bill of exchange. The date of payment is the date on which the means of payment is remitted.

- 4.3. LXS shall be entitled to withdraw from the contract or purchase order in case the Supplier ceases its payments and/or is overindebted or if applications for bankruptcy are filed regarding its assets. Insofar LXS does not withdraw from the contract it is entitled to retain at least 5 % of the net order value as security for the contractual warranty claims until expiry of the warranty period.
- 4.4. LXS is entitled to offset amounts payable to the Supplier against amounts payable by the Supplier. The Supplier shall not assign or pledge the amounts payable to third parties without the prior written approval of LXS.

5. Date of Delivery and Performance

- 5.1. The agreed delivery date shall be binding. Where agreed delivery dates and periods are exceeded the Supplier is automatically deemed to be late in delivery without an extra reminder. Early and late deliveries are possible only with the written consent of LXS. LXS is under no obligation to accept partial deliveries.
- 5.2. Deliveries are considered timely when received at the delivery address specified by LXS. The Supplier shall immediately inform LXS when and as soon as it becomes evident that it is unable to meet the delivery date. Acceptance of a delayed delivery by LXS shall not be considered a waiver of any claims to compensation.
- 5.3. Where the Supplier is late in delivery or defaults on a contractual date or deadline, LXS shall be entitled to claim a contractual penalty of 1% of the net order value for each week of delay commenced, up to an aggregate amount of 10% of the order value. The penalty can be asserted, even after acceptance, until the final payment. Further claims by LXS remain unaffected.
- 5.4. LXS is entitled to withdraw from the contract if the agreed delivery dates are not met and
 - (a) a reasonable additional period of time has expired without the Supplier performing its contractual obligations or
 - (b) the Supplier seriously and definitively refuses to render performance.
 In these cases LXS shall be entitled to claim compensation for late delivery and/or compensation in lieu of performance.
- 5.5. Withdrawal from the contract shall also be possible if the delivery is no longer of any use to LXS – with due regards to economic aspects – because of a delay brought about by Force Majeure, industrial disputes which are not the Supplier's fault, riots, official action and any other circumstances beyond the Supplier's control.

6. Shipment and Passing of Risk

- 6.1. The Supplier shall be obliged to package and ship the goods properly. All regulations relating to packaging and shipment must be complied with. The Supplier shall be liable for all damage and losses sustained by LXS as a result of incorrect or insufficient packaging.
- 6.2. Each consignment shall be accompanied by shipping documents, e.g. delivery notes, packing notes, etc. Order numbers and other data specified by LXS in the purchase order must be indicated on all pertinent documents. LXS must be provided with notice of shipment, at the latest on the day of shipment.
- 6.3. Any additional costs incurred by LXS due to failure to observe the above provisions shall be charged to and borne by the Supplier.

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- 6.4. Risk shall pass in the case of deliveries not involving installation or assembly on receipt of the goods at the delivery address specified by LXS. Where deliveries involve installation or assembly and where on site work performances are provided, risk shall pass when the goods or work are accepted on site as agreed.
- 7. Passing of Title**
- 7.1. Title and ownership of the goods and/or services shall pass to LXS latest upon payment. Further retention of title by the Supplier is excluded.
- 8. Rights of LXS in Case of Defects**
- 8.1. The Supplier unconditionally guarantees proper delivery and supply of the goods. It guarantees in particular quality and quantity of the goods delivered as specified in the purchase order. The Supplier warrants that the goods are free from all defects in title, including any third party rights.
- 8.2. The Supplier shall be responsible for defects in the goods for the period of three years as from transfer of risk. Where the delivery relates to buildings or works, including building materials or components, the limitation period shall be five years from acceptance.
- 8.3. Where LXS identifies defects in the normal course of business it shall notify the same to the Supplier in writing within two weeks from knowledge thereof.
- 8.4. Where goods delivered show defects during the warranty period, LXS shall be entitled to exercise legal remedies at its own choice, i.e. by repair or supplying an object free from defects. LXS shall also be entitled to assert these rights prior to transfer of risk together with the claim to performance where defects are identified at this stage.
- 8.5. Where subsequent performance by the Supplier in the exercise of a remedy fails, or the remedy is in LXS view unreasonable, the Supplier refuses to provide a remedy, or the Supplier fails to provide a remedy within a reasonable period of time specified by LXS, LXS is entitled to offset or withhold payment of an appropriate amount of the remuneration with due consideration to the defect or withdraw from the contract and demand compensation for unnecessary expenses or compensation for damages in lieu of performance. Where work performances are owed LXS shall be entitled to remedy the defect and demand compensation - including an advance on costs - for necessary expenses.
- 8.6. If LXS exercises the right of withdrawal from the contract, the Supplier has to refund the received payments plus accrued interest at 8 percentage points over the applicable base rate. Further claims remain unaffected.
- 8.7. In all cases of defects under warranty, the Supplier shall not be allowed to make the remedy dependent on partial or complete payment of the agreed remuneration. The Supplier shall bear the expenses necessary for the remedy, in particular expenses for transport, travel, work and materials and any costs of installation and removal.
- 8.8. The Supplier shall be obliged to carry out a thorough examination of deliveries for defects and shall exercise its best endeavours to avoid product liability risk. Where a claim is made against LXS for violation of a public safety regulation or domestic or foreign product liability regulations or laws, resulting from a defective product that is based in whole or in part on nonconformity of the Supplier's delivery, the Supplier shall indemnify LXS against such claims in lieu of compensation for damage and loss. Such damage also includes the cost of a precautionary call-back-campaign. The Supplier shall take out reasonable insurance to cover such risks adequately.
- 9. Intellectual Property, Infringements**
- 9.1. Where a third party makes a claim against LXS for breach of industrial property rights, copyright or other rights in respect of goods and/or services or parts thereof provided by the Supplier and used by LXS in accordance with the contract, the Supplier shall fully indemnify LXS for any claims made by such third party. In defending unjustified claims raised by third parties, LXS shall adequately support the Supplier and the Supplier shall assume costs incurred by LXS in this regard.
- 9.2. In the case of delivery of a work protected by copyright, the Supplier shall confer on LXS a free of charge, non-exclusive, transferable, unlimited right of use, including copying, modification, dissemination and sublicensing. Where the use of the goods necessitates the use of inventions, patents or other industrial property rights generated or registered by the Supplier or his agents prior to the start of the ordered works and services, LXS shall obtain a free, non-exclusive, transferable license for use with the right to sub-license. LXS is entitled to and the Supplier warrants that inventions which are created within the framework of the order or any registered or industrial property rights granted thereon shall be assigned to LXS without delay.
- 10. Duties of Instruction, Information and Care**
- 10.1. Where LXS has informed the Supplier about the intended use of the goods supplied, or where such use is apparent to the Supplier without express mention, the Supplier shall be obliged to inform LXS immediately if the goods provided by the Supplier are not suitable for such intended use.
- 10.2. The Supplier shall immediately notify LXS in writing of any changes or modifications in the composition of the materials used or in the engineering design if different from similar or comparable goods provided by the Supplier to LXS. Any such changes or modifications shall require the written consent of LXS.
- 10.3. The Supplier shall ensure that the goods and services conform to all environmental protection, accident prevention and other industrial safety regulations applicable, as well as to safety rules and all statutory regulations prevailing in the Grand Duchy of Luxembourg. The Supplier shall advise LXS of any specific treatment and waste disposal requirements for each shipment, unless these standards are generally known.
- 10.4. The Supplier shall be obliged to employ staff suitably qualified for this work. The Supplier is obliged to give LXS on request and at short notice random access for inspection.
- 11. Customer-supplied Items**
- 11.1. All documents, tooling, models, materials and other items supplied by LXS to the Supplier shall remain the property of LXS. They must be used exclusively for the provision of goods and/or services ordered and must be treated in confidentiality and not be made available to third parties. The Supplier shall have no right of retention over the items belonging to LXS, unless counterclaims are undisputed or legally enforceable. All unconsumed items supplied by LXS shall be promptly returned after the order has been carried out.
- 11.2. LXS shall be deemed product manufacturer, to the extent that any of the items it provides are processed, converted or transformed by the Supplier to create a new movable product. Where an item is combined with or inseparably integrated into other objects, LXS shall acquire joint title and ownership in the said objects to the value of the items provided at the time of combination or integration.

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Where the items are combined or integrated in such a manner that the Supplier's property shall be regarded as the primary product, LXS shall acquire co-ownership in proportion thereto. The Supplier shall hold such products free of charge in joint ownership on behalf of LXS.

- 11.3. The Supplier shall, at its own expense, perform any maintenance and inspection work required and shall further take out adequate insurance cover against loss and deterioration for the items provided by LXS. Proof of such insurance cover must be furnished to LXS on request.

12. Confidentiality

- 12.1. The purchase order placed by LXS is subject to confidentiality. The Supplier shall, also beyond the term of the order or premature termination of the order, keep secret and confidential any commercial and technical information and documents that are not generally known to the public and which have been disclosed in the course of the business relationship. The Supplier further undertakes to use such information and documents exclusively in the context of providing the goods and/or services ordered. The duty of confidentiality shall extend accordingly to any subcontractors.
- 12.2. Any mention by the Supplier of the corporate name or trademarks of LXS in advertising material, references, credentials or other publications shall require prior written consent of LXS.

13. Spare Parts and Delivery

- 13.1. The Supplier shall supply LXS on reasonable terms with spare parts required for a period that corresponds to the anticipated technical lifetime of the product or for at least 10 years after the last delivery.
- 13.2. Where the Supplier discontinues delivery of the goods after expiry of the delivery period according to section 12.1 or during said period, LXS shall be given the opportunity to place a final order.

14. Access to the Supplier's Premises

- 14.1. LXS representatives and those of official authorities or their delegates shall, at any time during normal business hours, have access to all premises in which work is carried out, irrespective of whether such work is performed at the Supplier's or its sub-supplier's premises, and shall have access to all pertinent and applicable records. This right of access shall, in particular, be granted to LXS's representatives responsible for monitoring, audits and investigations or controls relating to Supplier's qualification/certification.

15. Further Conditions for the Performance of the Deliveries of Goods and Services by the Supplier

- 15.1. General: The supply of goods and the provision of services shall be carried out by the Supplier in accordance with the documents and data referred to in the purchase order and furthermore, strictly in accordance with any acts, decrees, directives and other administrative rules, implemented or enacted into the law of the Grand Duchy of Luxembourg, or any EU directive or rule applicable directly in the Luxembourgian law. The Supplier shall ensure that it has all appropriate elements (licenses, permits, documents, data, material, tooling etc.) which are necessary, prior to beginning the performance under the purchase order.
- 15.2. REACH Regulation (Chemicals/Hazardous Material): Where LXS receives chemicals falling under the REACH Regulation (EC Regulation 1907/2006/EC - REACH), which requires amongst other obligations prior registration, evaluation and

authorization of chemicals, the Supplier warrants that the materials intended for LXS's concrete use are pre-registered and approved, and that the materials actually supplied are registered and approved for the planned concrete use by LXS.

As far as Hazardous Material are to be supplied, which means, if raw materials, parts or equipment, which are subject to Articles 31(1) and 31(3) of the REACH Regulation are used by the Supplier for the goods or work to be delivered, then an up-to-date version of the Material Data Safety Sheet in English language, in accordance with the terms of the aforementioned REACH Regulation, shall be provided to LXS and attached to each delivery.

- 15.3. ROHS/WEEE: In the case of electrical and electronic devices and components intended for use in terrestrial products, tools and infrastructural devices, the Supplier shall supply in conformity with the Grand Duke's Decree of 18 January 2005 concerning WEEE and restriction of use of some of their hazardous components, implementing the EC Directives 2002/96/EC on Waste Electrical and Electronic Equipment (WEEE) and 2002/96/EG on the Restriction of the use of certain Hazardous Substances (RoHS), as well as have the devices labelled accordingly.

16. Final Provisions

- 16.1. The contractual relationship between LXS and its Suppliers shall be governed exclusively by the laws of the Grand Duchy of Luxembourg, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2. The exclusive place of jurisdiction for all disputes shall be Luxembourg.
- 16.3. Alterations, amendments and side agreements to the contract must be made in writing. This shall also apply to any waiver of this requirement as to written form.
- 16.4. Should any of the above provisions become void, illegal or unenforceable, the validity of the remaining provisions shall remain unaffected. In this case, an invalid provision shall be replaced by a valid provision that corresponds most closely to the factual, legal and commercial purpose of these General Terms and Conditions of Purchase in their entirety. The same shall apply where there is a gap in these General Terms and Conditions of Purchase.