

AEROVISTO INTERIOR SERVICES AG (CHE-483.533.460)

and its affiliated companies COMPLETE AIRCRAFT SERVICES GMBH (HRB 29274) and PRISMA CRAFT S.R.O. (ICO 23381523)

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope and Application

1.1 Parties and Applicability.

These General Terms and Conditions of Purchase (“Terms”) govern all contracts for the purchase of goods and/or services (each, a “Contract”) entered into between AeroVisto Interior Services AG (“AeroVisto”) and its suppliers (“Supplier”). These Terms shall equally apply to AeroVisto’s affiliated companies, namely Complete Aircraft Services GmbH and Prisma Craft s.r.o. For purposes of these Terms, “AeroVisto” shall include the relevant affiliated company entering into the Contract.

Each Contract shall be governed by the law applicable at the registered office of the relevant AeroVisto entity, subject to mandatory provisions of applicable law.

These Terms apply to all present and future business dealings between AeroVisto and Supplier. They do not apply where the Supplier is a natural person acting outside any trade or profession.

1.2 Exclusion of Supplier Terms.

By accepting a purchase order or entering into a Contract, Supplier agrees to be bound by these Terms as in force at the date of Contract formation. These Terms are available at www.aerovisto.ch.

Any terms or conditions proposed by Supplier are hereby rejected and shall not apply unless expressly agreed in writing by AeroVisto. Acceptance of delivery, payment, or failure to object shall not constitute acceptance of Supplier’s terms.

1.3 Correspondence.

All correspondence must reference the relevant purchase order number.

2. Formation of Contract

2.1 Written Form.

Contracts and amendments must be in writing and signed by duly authorised representatives of both parties. Oral agreements are not binding unless confirmed in writing.

2.2 Offer and Acceptance.

A Contract is formed only upon mutual written agreement, including signed offer and acceptance or written purchase order confirmation.

2.3 Review of Offer.

Supplier shall carefully review all enquiries and documents and expressly identify any deviations in its offer.

2.4 Binding Period.

Offers issued by AeroVisto remain open for acceptance for fourteen (14) days from the date of issue unless otherwise stated.

3. Scope of Supply

- 3.1 The scope of supply shall be defined in the relevant purchase order. All drawings, designs, reports, models, samples, documentation, and work product generated in connection with performance form part of the deliverables.
- 3.2 Supplier warrants compliance with all applicable aviation laws, safety regulations, technical standards, and statutory requirements, and shall perform in accordance with the highest industry standards.
- 3.3 Partial deliveries are prohibited unless expressly agreed in writing. AeroVisto may cancel any remaining quantities without liability.
- 3.4 Subcontracting requires prior written consent of AeroVisto.
- 3.5 Supplier shall obtain all necessary information prior to commencement of performance.
- 3.6 Supplier shall provide all composition and compliance data necessary for regulatory purposes.
- 3.7 AeroVisto may request reasonable changes to design, quantity, or delivery schedule prior to full performance. Any resulting adjustments shall be agreed in writing.
- 3.8 Supplier shall promptly notify AeroVisto in writing of any concerns regarding requested specifications.
- 3.9 Spare parts must be supplied for at least ten (10) years after final delivery on commercially reasonable terms.
- 3.10 Prior to discontinuation of supply, Supplier shall offer AeroVisto a final purchasing opportunity.

4. Prices and Payment

- 4.1 Prices are fixed and inclusive of packaging, insurance, customs duties, freight (Delivered Duty Paid unless otherwise agreed), and testing costs. VAT shall be added as applicable.
- No additional charges shall be payable unless expressly agreed in writing.
- 4.2 No compensation is payable for proposals, presentations, or quotations unless agreed in advance.
- 4.3 Invoices must be submitted separately from goods.
- 4.4 Invoices must comply with statutory requirements and reference the purchase order number. Non-compliant invoices shall not become due.
- 4.5 Payment is due thirty (30) days after delivery, transfer of title, full performance free of defects, receipt of compliant invoice, and receipt of all required documentation.
- 4.6 AeroVisto may set off any amounts owed to Supplier. Supplier may set off only undisputed or finally adjudicated claims.

5. Delivery and Place of Performance

5.1 Delivery shall be EXW AeroVisto's facility (Incoterms latest edition) at:

- Staad, Switzerland (AeroVisto Interior Services AG)
- Schnaittach, Germany (Complete Aircraft Services GmbH)
- Teplice, Czech Republic (Prisma Craft s.r.o.)

Supplier bears all transport risk and must insure goods accordingly.

5.2 Goods must be suitably packaged. Supplier warrants compliance with all packaging regulations.

5.3 Delivery is complete only upon receipt of all required documentation.

5.4 Delivery dates are binding. Early deliveries may be rejected at Supplier's risk and expense.

5.5 Supplier must notify AeroVisto immediately of any anticipated delay.

5.6 Liquidated Damages for Delay.

Supplier shall pay liquidated damages of 0.2% of net order value per commenced calendar day of delay, capped at 10%.

5.7 If AeroVisto is in delay, Supplier's damages are capped at 0.2% per full week, maximum 10%, except in cases of wilful misconduct or gross negligence.

6. Force Majeure and Termination

6.1 Force majeure suspends performance obligations for the duration of the event.

6.2 AeroVisto may terminate if delivery becomes commercially useless due to delay.

6.3 AeroVisto may terminate immediately upon Supplier insolvency or enforcement actions.

6.4 AeroVisto may terminate in case of bribery or improper advantage.

6.5 Upon termination, AeroVisto owes no further payment except for properly delivered and accepted goods.

7. Risk and Title

7.1 Risk passes upon formal acceptance at the place of delivery.

7.2 Supplier must reference purchase order number on all shipping documents.

7.3 All materials provided by AeroVisto remain its property and must be returned upon completion.

8. Warranties

8.1 Supplier warrants that goods are free from defects in title and quality and comply with all laws and aviation regulations.

8.2 Inspection is limited to obvious defects; hidden defects may be notified within twenty (20) days of discovery. Supplier waives any defence of late notice.

- 8.3 Limitation period: thirty-six (36) months from risk transfer.
- 8.4 AeroVisto may require repair or replacement at Supplier's cost.
- 8.5 If Supplier fails to remedy, AeroVisto may remedy at Supplier's expense.
- 8.6 Supplier bears costs of enhanced inspection due to defects.
- 8.7 Repaired or replaced parts are subject to new warranty period.

9. Product Liability and Insurance

- 9.1 Supplier shall indemnify and hold harmless AeroVisto from all third-party product liability claims arising from Supplier's fault.
- 9.2 Supplier shall reimburse costs of recalls or corrective measures.
- 9.3 Supplier shall maintain product liability insurance with minimum coverage of EUR 10 million per claim and EUR 20 million annually.

10. Intellectual Property

- 10.1 Supplier warrants non-infringement of third-party rights.
- 10.2 Supplier shall indemnify AeroVisto against IP claims.
- 10.3 All documents and software delivered become AeroVisto property for unrestricted contractual use.

11. Retention of Title / Processing

Materials supplied by AeroVisto remain its property. Processing or commingling results in proportional co-ownership.

12. Social Security and Work Permits

Supplier is responsible for all employment, tax, and social security obligations of its personnel.

13. Confidentiality

- 13.1 All information received from AeroVisto is confidential and shall not be disclosed without consent.
- 13.2 Supplier may reference the business relationship only with prior written consent.

14. Assignment

Supplier may not assign claims without AeroVisto's written consent.

15. Data Protection

15.1 Personal data exchanged shall be processed solely for contractual purposes in compliance with EU GDPR and Swiss data protection law.

15.2 No special categories of personal data shall be processed.

15.3 Parties shall implement appropriate technical and organisational measures.

15.4 Data subjects' requests must be promptly notified to the other party.

15.5 Data shall be deleted when no longer necessary.

16. Export Control and Customs Compliance

Supplier shall provide all customs, origin, HS codes, export classification numbers, licences, and compliance information.

Supplier warrants full compliance with EU, Swiss, US (EAR/ITAR), and applicable export control laws and shall indemnify AeroVisto against violations.

17. Governing Law and Jurisdiction

17.1 AeroVisto may amend these Terms at any time. The version in force at Contract formation shall apply.

17.2 Contracts are governed by the law of the relevant AeroVisto entity's registered office, excluding the CISG.

17.3 The English version shall prevail.

17.4 Amendments must be in writing (wet signature). Email or fax is insufficient.

17.5 Exclusive jurisdiction lies at the registered office of the relevant AeroVisto entity. AeroVisto may alternatively sue at Supplier's place of business.

Mandatory statutory provisions remain unaffected.

Staad, 1 October 2025