

General Terms and Conditions of Purchase of Antwerp Space N.V.

1. Scope

1.1. These General Terms and Conditions of Purchase apply exclusively to the purchase and delivery of goods and services from suppliers by Antwerp Space N.V. (hereinafter referred to as "Antwerp Space") as the recipient of these goods and services.

1.2. Deviating or supplementary Terms and Conditions of suppliers are not binding for Antwerp Space even if Antwerp Space does not expressly object to them or the supplier declares that they only wish to deliver based on their Terms and Conditions. Terms and Conditions of the supplier do not become part of the contract as a result of implied acceptance by unconditional acceptance of deliveries and performance or payment made for these by Antwerp Space. Terms and Conditions of the supplier are only binding for Antwerp Space if they have been expressly confirmed in writing by Antwerp Space.

1.3 The supplier hereto agrees expressly to comply with all provisions of the Supplier Code of Conduct of the OHB SE Group and to monitor these principles through their own supply chain.

2. Concluding contracts

2.1. An order placed by Antwerp Space is an offer to the supplier to acquire the goods and services specified in the order (hereinafter referred to as the "Contractual Items") at the conditions specified in the order and irrevocably binds the supplier for a period of sixty (60) days as from the date of its receipt by Antwerp Space. An order may be revoked at any time by Antwerp Space before acceptance by the supplier.

2.2. The acceptance of an order shall be confirmed in writing within five (5) working days and shall contain all fundamental order information, in particular the exact description of the ordered goods and services, order number, order date, delivery date and price. Alterations or supplements to an order shall be expressly referred to by the supplier in writing. These shall only be part of the contract if they are expressly confirmed by Antwerp Space in writing.

3. Scope of services/changes to the scope of services

3.1. The scope of services results from information agreed upon when concluding the contract: the specifications, description of services, other information provided to the supplier upon conclusion of the contract and supplemented by, or in the event that such information is missing, the information in the offers by and catalogue of the supplier.

3.2. Antwerp Space may make alterations to the Contractual Items after the contract has been concluded within the framework of what is possible and reasonable. In the event of an increase or decrease of costs and alterations to the agreed delivery date the parties shall agree mutual regulations taking into account the agreements already made. If the parties are unable to agree Antwerp Space is entitled to terminate the contract if performance of the contract in the original foreseen form is commercially no longer in the interests of Antwerp Space for reasons for which Antwerp Space is not responsible. If the Contractual Items have already been delivered the supplier may demand the agreed remuneration.

3.3. The supplier guarantees that the Contractual Items are suitable for their intended use and correspond to the current scientific and technical state-of-the-art. The supplier shall adhere to all relevant norms, statutes and legal regulations (e.g. catalogue of standards of the Bureau for Standardisation, FABI (Royal Belgian Federation of Associations of civil engineers, agronomists engineers and bioengineers), UFILB (French Union of Associations of Industrial Engineers in Belgium), VIK (Flemish Chamber of Engineers), KVIV (Royal Flemish Association of Engineers) and CIBIC (Belgian Engineers Committee) etc.) as per the applicable law, in particular to relevant environmental protection, hazardous substances, hazardous materials and accident prevention regulations (all EU directives also apply here as they have direct effect in Belgian law), shall ensure the safety of the delivery chain in accordance with the applicable customs provisions and shall ensure that all recognised safety-related regulations and Antwerp Space norms made known to them are adhered to.

4. Sub-contractors

The supplier is not entitled to assign or subcontract the contract or have the contract performed by third parties in whole or in part without the prior written consent of Antwerp Space. If the supplier does not comply with the above sentence then Antwerp Space is entitled to withdraw from the contract in whole or in part and to claim damages.

5. Prices/payment conditions

5.1. The agreed prices are fixed prices and exclude any price increases of any type, notwithstanding the provisions in section 3.2.

5.2. Prices are inclusive of all charges, levies and taxes, to be borne by the supplier and of the cost of packaging appropriate to the type of transport selected by Antwerp Space.

5.3. VAT, and unless otherwise explicitly stated in the order, transport insurance and import charges are not included in the price.

5.4. Bank details for the transfer, the place of delivery, the order and material numbers, quantities and individual price of the Contractual Items shall be stated on every invoice.

Furthermore the invoice must contain information entitling the deduction of input tax, in particular tax ID or VAT number, invoice number and other information compulsory on an invoice pursuant to the relevant statutory provisions. Should an invoice not contain this information, Antwerp Space is not obligated to pay the stated VAT. If Antwerp Space is unable to deduct input tax as a result of an improper invoice the supplier shall repay the paid VAT to Antwerp Space.

5.5. Payment shall be made by Antwerp Space, provided nothing else is expressly agreed, by bank transfer. Unless explicitly otherwise agreed upon, invoices are payable 45 days end of the month of invoice date, unless Antwerp Space objects in writing to the delivery or the execution of the order before the expiry of said period.

5.6. Under no circumstances shall payment by Antwerp Space imply the acceptance of the delivery or order or the renunciation of Antwerp Space's right to lodge an objection in this respect.

5.7. Antwerp Space shall make payments in euro. If invoices are made in a currency other than the euro conversions shall take place in accordance with the official euro reference exchange rate of the European Central Bank at the time the invoice is received.

5.8. The supplier is not entitled to assign their receivables from Antwerp Space. The supplier is only entitled to set off their claims against Antwerp Space or assert a right of retention if and provided that their claims are undisputed or their counterclaim has been legally established.

6. Delivery dates/default

6.1. Agreed delivery times and periods are binding. Partial deliveries and advanced deliveries are only permitted with the prior consent of Antwerp Space. Antwerp Space has the right to modify the date of delivery without any compensation being required, provided it notifies the supplier thereof in writing four (4) weeks prior to the originally planned date of delivery or performance. Time of arrival at the receiving location stipulated by Antwerp Space shall be decisive for determining the timeliness of deliveries and services.

6.2. The supplier guarantees the availability of products and parts for the period to be determined in consultation with Antwerp Space, starting at the time of delivery.

6.3. If the agreed delivery date is exceeded the supplier shall go into default without requiring a dunning letter. Going into default is not dependent on whether the supplier was supplied on time themselves by third parties. Notwithstanding the stipulations of articles 6, 7, 9, 10 and 12, Antwerp Space shall be entitled to claim damages, cancellation and other compensations including default interests in the case of non-performance, untimely or unsatisfactory performance by the supplier of his obligations hereunder for any reason other than force majeure.

6.3. The supplier shall immediately inform Antwerp Space of the reasons and the expected duration of known delays in delivery. The supplier may only rely on a delay in delivery for which they are not responsible if they immediately inform Antwerp Space of the reason for the delay. Acceptance of a late delivery does not imply the waiver of claim for damages.

6.4. In the event of a delay in the delivery or performance of more than 1 month, Antwerp Space is entitled, without prejudice to its right to compensation and subject to notice of default being given yet without any judicial decision, to cancel the order in whole or in

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part, to return any goods received at the expense of the supplier and to refuse future deliveries or services and to claim from the supplier any payments it may have already effected after deduction of any goods it may have decided to keep.

6.5. Each time the supplier exceeds a delivery date or delivery period Antwerp Space is entitled to claim a contractual penalty of zero point two five percent (0.25%) of the total net order value per calendar day the date is exceeded, however, a maximum in total of five percent (5%) of the net amount as per the final invoice. Multiple contractual penalties shall be totalled together. The provision stated upon acceptance of asserting a claim may be clarified up until the date when the final invoice is due for payment. Antwerp Space's additional claims, in particular claims for damages, are not affected by promised contractual penalties. If the supplier proves that no losses or significantly less losses were incurred as a result of non-adherence to the delivery period or the delivery date than the contractual penalties determined in accordance with sentences one and two above, the contractual penalty shall not be applicable or shall be reduced accordingly. The contractual penalties shall be offset against any claims for damages made with regard to default.

6.6. If the delivery date or delivery period is exceeded due to circumstances for which the supplier is not responsible, e.g. force majeure or industrial action, Antwerp Space may either demand the delivery obligation be performed at a later time or, if these circumstances cannot be remedied within a reasonable time, Antwerp Space may terminate the contract without notice. In this case Antwerp Space shall be only liable for remuneration for Contractual Items already delivered in accordance with the contract.

6.7. The legal cases of force majeure suspend the performance by Parties of their obligations for the duration of the relevant cause subject to notification in writing by the party concerned within 5 days after its occurrence.

6.8. In the event of default on delivery Antwerp Space also has rights as per the statutory provisions.

7. Delivery terms/transfer of title and risk

7.1. The place of performance for deliveries and services of the supplier is the registered office of Antwerp Space in Antwerp, unless otherwise (e.g. delivering/sending to another receiving location) agreed in writing.

7.2. Prices include Delivered at Place (DAP). They include all costs of packaging, shipping, customs charges and transport insurance. The supplier shall properly pack and send the Contractual Items in accordance with the Incoterms published by the ICC at Paris (Issue 2016). If these provisions are not adhered to any damage and losses to the shipment shall be borne by the supplier. The supplier shall solely bear the transport risk.

7.3. Packages shall be accompanied by the appropriate, duly completed delivery and transport documents such as one copy of the conformity or other delivery note stating information about the individual and overall quantities and the gross and net weights. Invoices are not considered to be delivery notes. Order confirmations, delivery notes, transport documents, invoices and all other correspondence shall contain the order number, supplier number, item number, material number and article number. Additional costs incurred by Antwerp Space as a result of non-observance of the above regulations shall be borne by the supplier.

7.4. Notwithstanding the stipulations of article 9 and unless otherwise agreed upon, the property and the risk of the goods are transferred to Antwerp Space at the time of delivery, and, for services, at the time of their provisional acceptance by Antwerp Space.

7.5. In the case of an order for the delivery, packaging and/or transport of dangerous goods, substances or preparations, the supplier expressly guarantees that the products as well as their packaging and the transport shall at all times be in strict compliance with the then effective legal, governmental and other provisions, safety regulations and recommendations, and he shall hold Antwerp Space harmless from any liability and/or claim for damages in connection therewith.

7.6. For deliveries made without installation or assembly, title and risk shall pass upon arrival of the delivery at the receiving location. For deliveries made with installation or assembly, title and risk shall pass upon acceptance at the place of installation. Transfer of title does not represent an inspection or other acceptance of the Contractual Items in any way.

7.7. Any auxiliary materials required by the supplier for the execution of the order or for the delivery shall, if confirmed by Antwerp Space, be made available at the date mentioned in the order.

7.8. In the event of retention of title by the supplier, title to the Contractual Items passes to Antwerp Space at the latest upon payment. Further retention of title is excluded.

8. Import and export regulations/evidence of origin

The supplier is responsible for adhering to all relevant export control regulations applicable at the time of delivery. The supplier shall obtain all required import or export permits and other governmental consents at their own costs and risk and shall carry out all required customs formalities. The supplier shall voluntarily inform Antwerp Space of any collaborative action required in good time and shall support Antwerp Space with this. The supplier shall immediately provide duly signed evidence of origin documentation requested by Antwerp Space with all the required information.

9. Inspection obligation and obligation to report defects

9.1. With deliveries of large quantities and deliveries of multiple identical or similar Contractual Items Antwerp Space shall satisfy its inspection obligation and obligation to report defects regarding delivered goods by inspecting a representative part of the delivery on a random basis. The inspection shall be carried out within a reasonable time after delivery provided this corresponds to the actualities of normal business operations. This shall cover the quantity and externally visible characteristics of the Contractual Items. Antwerp Space is not obligated to test the function or quality attributes and measures which are not visually identifiable of the Contractual Items. Any detected defects shall be reported within a reasonable time. The same applies for any hidden defects which are determined later.

9.2. Antwerp Space is entitled, at its expense yet without additional compensation being due to the supplier, to carry out, upon simple request and at the time to be agreed upon, all relevant inspections and verifications it deems necessary in the workshops or stores of the supplier and his contractors or subcontractors during production and prior to delivery.

9.3. Goods that do not meet the requirements mentioned in article 12 can be rejected. In case of rejection Antwerp Space shall inform the supplier thereof and Antwerp Space shall be entitled, without notice of default or judicial intervention, either to allow the supplier to deliver conforming goods within a period to be determined by Antwerp Space or to cancel the order in whole or in part. In such a case, property and risk of the rejected goods return to the supplier and all shipping and other relevant costs including those of re-delivery shall be borne by the supplier.

9.4. Antwerp Space's inspection obligation and obligation to report defects are restricted to that stated in section 9.1. The supplier hereby waives objections to delayed default notification as per section 1604 Belgian Civil Code in connection with section 1642 Belgian Civil Code.

10. Liability for defects

10.1. The supplier warrants that all Contractual Items delivered by them:

- a) correspond to the current scientific and technical state-of-the-art regarding procedures, facilities, functions and construction and also correspond to the applicable statutory provisions and norms;
- b) correspond to the specifications in the order;
- c) are free from defects;
- d) are not subject to third party rights;
- e) are of the quality standard for the market and industry and
- f) are suitable for the specific purpose for which they were ordered, provided the supplier was aware of this or should have been aware of this.

10.2. In the event of defects in the Contractual Items Antwerp Space is entitled to the rights in section 1625 and 1641 et seq. Belgian Civil Code. Should the supplier culpably not comply with their obligation to provide supplementary performance or not do so within a reasonable time, Antwerp Space is entitled to remedy defects in the Contractual Items themselves or to have this done by a third party or to replace the Contractual Items or to have them replaced by a third party regardless of whether the work was made by the supplier themselves or not. The supplier shall bear the costs of this.

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10.3. The supplier shall be liable to the same extent for replacement deliveries and work to rectify defects as for the original delivery/service. Warranty periods recommence from the time of replacement delivery.

10.4. Defect claims have a limitation period of two (2) years after handover of the item unless a longer limitation period is prescribed by law. Claims by Antwerp Space which arise during the warranty period have a limitation period of at least six (6) months after when the claim arose, however, not before the end of the statutory limitation period.

10.5. The statutory provisions shall apply for construction/property.

11. Materials

11.1. All materials provided by Antwerp Space, including on a loan basis, for example documentation, models, material, equipment, components, production resources, packaging, tools, measuring instruments, devices or the other items provided which are located with the supplier as intended (hereinafter referred to as "Materials") shall remain the property of Antwerp Space, unless otherwise expressly agreed or there are mandatory legal regulations to the contrary. In the event of processing or transformation Antwerp Space shall be the sole manufacturer of the new item and the supplier transfers all existing and future property rights arising to the goods and Contractual Items to Antwerp Space in accordance with this Terms and Conditions especially in regard to the delivery and payment conditions such as section 7.4. In the event of combining or inseparable mixing with other objects Antwerp Space shall acquire co-ownership and the co-ownership shares shall be determined by the ratio of the value of the items at the time they were combined. Section 566 and 573 Belgian Civil Code is waived.

11.2. Materials shall be immediately examined and inspected by the supplier; any complaints should be made to Antwerp Space immediately in writing. The supplier may only use the materials for manufacturing the Contractual Items and the supplier may not use them for other purposes, allow third parties to use them or to destroy them without the prior written agreement of Antwerp Space.

11.3. Materials shall be clearly identified as the property of Antwerp Space and the supplier shall keep them safe for Antwerp Space free of charge. The supplier shall treat the materials with the usual level of due care and shall maintain them in proper condition at their own cost (maintenance, servicing, partial renewal etc.). The supplier shall bear the risk of loss and damage for materials and items provided unless the supplier was not responsible for the loss or damage. The supplier is obligated to insure the materials at their own cost against all insurable risks (all risk cover) for the amount of their replacement value and to provide evidence of this to Antwerp Space on request. In the event of loss or damage Antwerp Space may either demand damages or for the supplier's claim against the insurance to be assigned to them.

12. Quality management/right of access to the supplier

12.1. The supplier shall ensure that they have suitable quality assurance and monitoring procedures in place. The supplier also ensure that the delivered products have been manufactured within an effective and demonstrable quality system, preferably one conforming to the requirements of the ISO9000 standards. The supplier shall keep records of quality monitoring and quality assurance measures and shall provide these Antwerp Space on request at short notice. These records shall be kept by the supplier for at least ten (10) years from compilation. The supplier consents to the audits being carried out by Antwerp Space or by an expert commissioned by Antwerp Space to determine the effectiveness of their quality assurance system, if necessary with the participation of Antwerp Space's customer/client.

12.2. The supplier shall allow and enable Antwerp Space employees tasked with the inspection of materials and the associated records, clients of Antwerp Space and representatives of the authorities or their delegates access to all premises at any time during normal business hours where work is carried out for Antwerp Space and their client regardless of whether this is at the premises of the supplier or their sub-suppliers for monitoring progress at the supplier, the associated implementation of audits and inspections and qualifying the supplier. Likewise the supplier shall grant random access to all documentation regarding the contract at the request of Antwerp Space's employees.

12.3. The supplier is obligated to immediately inform Antwerp Space of defective Contractual Items which are unavailable to be delivered or have already been delivered. Antwerp Space may, at their reasonable discretion, demand that the defect to be remedied or that non-defective Contractual Items be manufactured and delivered.

12.4. This section 12 of the Terms and Conditions only applies to Contractual Items for which there is a mandatory quality management system for example because it concerns products from the aerospace industry.

13. Spare parts/delivery readiness

The supplier is obligated to keep spare parts available for the period of the usual life of the Contractual Items and to supply these to Antwerp Space at reasonable conditions. If the supplier ceases to supply the Contractual Items or the replacement parts the supplier shall give Antwerp Space the opportunity to place one last order.

14. Protection rights

14.1. Upon delivery of a work protected by copyright Antwerp Space shall receive a non-exclusive, non-transferable and unrestricted right of use for all types of use including the rights to grant sub licences to the work free of charge.

14.2. The supplier shall indemnify Antwerp Space against any claims by third parties regarding the infringement of a commercial protection right, copyright or other right regarding the use of the Contractual Items provided by the supplier and its use in accordance with the contract.

15. Confidentiality

15.1. The supplier undertakes to treat all information and documents (which include for example drafts, samples, production resources, models, data carriers, prototypes, diagrams, drawings, calculations, knowledge) of Antwerp Space which becomes known to the supplier as a result of the business relationship and which was not already generally known as confidential and to not use it for purposes other than those expressly determined by Antwerp Space and to not disclosed it to any third party. The information in orders from Antwerp Space shall also be kept confidential. Sub-suppliers are also to be accordingly obligated to confidentiality. This does not affect any confidentiality agreements concluded between the parties. The confidentiality obligation shall continue after the end of the business relationship.

15.2. At the end of the contract the supplier shall immediately return all documents received from Antwerp Space in full including any copies and drawings made thereof or shall destroy these at Antwerp Space's request, provided that the supplier is not obligated by law to retain them. Antwerp Space is entitled to demand the return of these documents.

15.3. The supplier may only reference Antwerp Space within the scope of advertising, when providing references or in other publications if this has been expressly agreed in writing by Antwerp Space in advance.

16. Rights of retention

The supplier does not have any rights of retention or pledging rights with regard to documents, information, materials or other items provided by Antwerp Space unless the counterclaims are undisputed or legally established.

17. Termination

17.1 Antwerp Space may terminate the contract at any point up until the Contractual Items have been received in full. If Antwerp Space terminates the contract the supplier is entitled to demand the agreed remuneration; they must however allow deduction for the amount they save in costs as a result of the termination of the contract or the income they acquire or wilfully fail to acquire by using their labour elsewhere.

17.2. The right to extraordinary termination without notice for cause remains unaffected. For cause shall be deemed to mean in particular but not exclusively the commencement of insolvency proceedings regarding the assets of the other contracting party or dismissal of insolvency proceedings due to lack of assets or an infringement of confidentiality obligations as per section 15.

17.3. Antwerp Space is entitled to terminate the contract without notice in the event of non-performance or defective performance of the supplier after unsuccessfully setting a reasonable period for the supplier to provide performance or supplementary performance or if the supplier is in default regarding performing the contractual services they are due to fulfil by more than four (4) weeks. This also applies if the supplier is in default regarding performing a significant part of the contractual services.

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18. Liability/product liability

18.1. The supplier shall be liable for all losses in connection with the provision of services by the supplier culpably caused by the supplier including those resulting from simple negligence. The supplier indemnifies Antwerp Space against third party claims resulting from culpable breaches of obligation by the supplier. The supplier shall be liable for their representatives and subcontractors to the same extent as for situations where the supplier is at fault.

18.2. The supplier undertakes to indemnify Antwerp Space from all third party claims provided that this results from a defect in the Contractual Item. Antwerp Space may either demand damages for all their losses or indemnification against third parties. The supplier is obligated to take out adequate insurance against these loss risks. The supplier shall submit confirmation of insurance to Antwerp Space on request.

18.3. If Antwerp Space considers it necessary the parties shall conclude a quality assurance agreement.

19. Early Warning Clause

19.1. In the event of changes in or to the goods to be supplied and/or the production process, the supplier shall notify Antwerp Space thereof in writing at least twelve (12) months in advance. During said period Antwerp Space shall be entitled to place a general purchase order under at least the same conditions as those that apply to the last placed order of the relevant goods. Failing such notification the supplier will be considered to be in default.

19.2. The same warning clause applies in case the supplier decides to discontinue his activities or in the case of a take-over or merger of the supplier by or with another company without it being necessary for Antwerp Space to enter into any business relationships with the supplier's legal successor. If necessary, the supplier shall inform Antwerp Space about possible replacement products.

20. Data protection

20.1. As for data protection, all legal (Act relative to the protection of privacy with regard to data processing of personal data, dated 8th December 1992 and the Act transposing into Belgian Law the European directive of 11th March 1996 relative to the legal protection of databases, dated 31st August 1998) and operational stipulations are to be considered. The supplier will pledge both employees and assistants getting in contact with the performance contractually owed, and will deliver the record of this obligation to Antwerp Space upon request. All effective data protection rules are to be observed. The legal data protection obligation also apply on the termination of the contractual relationship.

20.2. The supplier revocably agrees on Antwerp Space being entitled to store, edit and process all order-related personal data received considering the legal stipulations.

21. Legal Compliance

21.1 The supplier hereto agrees to comply with the regulations of its own country including but not limited to non-discrimination of employees and/or contractual partners, combating corruptibility and bribery of domestic and foreign public officials, protection of international human rights and environmental responsibility.

21.2 The supplier especially commits himself to comply with the applicable regulations with regard to the average minimum monthly income (RMMM) and to the minimum guaranteed monthly income (RMMG) (in accordance with the Collective Labour Agreement n°43 of 2nd may 1988 and n°50 of 29th October 1991 of the National Labour Council, such as the regulations and legislations applicable to employees and cross-border workers, etc.) as well as to pay his employee accordingly. In addition to that, the supplier is bound to make sure that both his deliverers and subcontractors get paid according to the RMMM and RMMG (in accordance with the Collective Labour Agreement n°43 and n°50 see above, such as the regulations and legislations applicable to employees and cross-border workers etc.). Upon request, the supplier is bound to provide evidence on complying the legal RMMM and RMMG requirements.

22. Final provisions

22.1. The law of Belgium applies exclusively to all legal relationships between Antwerp Space and the supplier excluding the UN Convention on Contracts for the International Sale of Goods.

22.2. Antwerp shall have exclusive jurisdiction for all disputes arising from or in connection with the contract concluded between Antwerp Space and the supplier. Antwerp Space is also entitled to commence legal proceedings against the supplier at the supplier's general place of jurisdiction.