



GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1. Definitions

Unless otherwise specified in the Agreement, the following terms shall have the following meanings:

- **"Agreement"**: all the rules governing the commercial relationship, including the framework agreement, special terms and conditions or order forms, amendments and general terms and conditions;
- **"Buyer"**: Aerospacelab, VAT BE0652.911.750, or any natural or legal person, whether related or not, acting in the name of and on behalf of Aerospacelab;
- **"Force majeure"**: any event or circumstance beyond the reasonable control of the parties, which was not foreseeable at the time of conclusion of the Agreement, and which could not have been avoided or overcome despite all reasonable precautions and mitigation efforts. Such events may include, without limitation, natural disasters such as earthquakes, floods, or storms; fires or explosions; acts of war, armed conflict, terrorism, or civil unrest; governmental actions or restrictions including embargoes, trade sanctions, or lockdowns; and pandemics or epidemics formally declared by a competent authority.
- **"Framework agreement"**: contract by which the parties agree the general principles under which they will conclude subsequent implementation contracts;
- **"Special Terms and Conditions" ("STCs")**: the specific terms and conditions, in the form of an amendment or purchase order, setting out the mutual obligations of each party, such as the services provided, the price and the deadline for completion;
- **"Supplier"**: the natural or legal person supplying the goods or services to the Buyer, whether in return for payment or free of charge, in accordance with the terms of the Framework Agreement and the Agreement;

Article 2. Scope

1. These General Terms and Conditions of Purchase ("GTCs") shall apply to and govern all commercial relationships between the Buyer and the Supplier, in the absence of, or in addition to, any other written Agreement.
2. In the event of any conflict, inconsistency, or divergence between the present GTCs and the Supplier's terms and conditions or any other contractual document (battle of forms), the following rules shall apply:
 - These GTCs shall prevail unless the Supplier has expressly rejected them, in whole or in part, by written notice clearly identifying the provisions to which it objects.
 - If the Supplier has transmitted its own terms and conditions after receipt of these GTCs but prior to the commencement of performance under the Agreement, and no express written agreement was reached regarding the conflicting terms, the clauses in contradiction shall be deemed null and void and shall be replaced by the applicable suppletive provisions of Belgian law, unless otherwise agreed.
3. The remaining provisions of the Agreement and of these GTCs shall continue in full force and effect, and any invalid, void, or unenforceable clause shall not affect the validity of the other provisions.
4. In case of conflict between documents constituting the Agreement, the following order of precedence shall apply, unless expressly stated otherwise:
 - STCs or Purchase Orders (PO);
 - Framework agreement (if any);
 - These GTCs
 - Any annexes or attachments.

Article 3. Framework agreement and STCs

1. The parties agree that the entirety of their rights and obligations arising from their commercial relationship shall be governed by the Agreement, which includes, as applicable:
 - a framework agreement establishing the general principles of the relationship;
 - STCs or Pos detailing specific obligations such as deliverables, pricing and deadlines;
 - These GTCs; and
 - Any appendices, amendments, or related contractual documents duly agreed upon in writing.
2. Where the parties enter into a long-term or recurring commercial relationship, they may conclude a Framework Agreement to define the general terms, scope, and duration of their cooperation. Such Framework Agreement shall outline the foundational principles of the relationship but shall not by itself create any obligation to purchase or deliver goods or services.
3. The parties agree that the specific engagements shall be governed by individual STCs or Pos, which shall specify the precise mutual obligations for each transaction or project. These specific agreements may be formalized in a standalone documents and shall be deemed integral parts of the Agreement.

Article 4. Supplier's obligations

1. The Supplier shall perform its obligations in strict accordance with the Agreement, including the supply of goods/or performance of services, in conformity with the terms, specifications, quality standards, timelines, and other requirements set forth herein.
2. The Supplier warrants that all goods delivered and services rendered:
 - Shall comply with all applicable technical standards, legal requirements, and regulatory obligations in force at the time of execution of the Agreement;
 - Shall be performed with the degree of skill, care, diligence and quality expected from a professional supplier experienced in delivering similar goods or services; and
 - Shall remain in conformity with evolving applicable legal and regulatory standards during the term of the Agreement. The Supplier shall promptly notify the Buyer of any legal or regulatory changes likely to impact the Agreement's performance.
- If the Supplier detects any actual or potential non-conformity during its internal checks, it shall promptly notify the Buyer in writing, detailing the issue and proposed corrective actions. The Supplier may not proceed with delivery or execution of the affected goods or services without the Buyer's prior written approval of such measures. Notification does not relieve the Supplier of its contractual obligations, and the Buyer reserves the right to reject any non-conforming goods or services, whether or not self-reported.
3. The Supplier shall make commercially reasonable efforts to meet the performance and/or delivery deadlines set forth in the Agreement. In the absence of express deadlines, performance shall be rendered within a reasonable time, taking into account the nature and scope of the services or goods to be provided. The Supplier shall inform the Buyer without undue delay of any anticipated delay in performance.
4. The Supplier shall immediately notify the Buyer in writing upon becoming aware of any unforeseen circumstance or event likely to materially impact the delivery conditions, timeline, or outcome of the Agreement. In such a case:
 - the Supplier shall propose a written amendment or revised offer reflecting the revised conditions;

- such revised proposal shall only be effective upon the Buyer's formal written acceptance, which may be delivered via signed document or approved digital communication.
5. If performance of the Agreement has commenced in full or in part and no new offer has been accepted by the Buyer, the Supplier shall remain bound by the original terms of the Agreement, and may not unilaterally alter the conditions or claim additional compensation.
 6. In the event the Supplier submits a new offer prior to commencement of performance, the Parties shall be free to renegotiate the terms of the Agreement and may choose to accept or reject the revised terms without liability.
 7. If the Supplier intends to use subcontractors for any part of the performance of the Agreement, it shall first notify the Buyer in writing and obtain the Buyer's prior written approval, which may be withheld at the Buyer's sole discretion.
The Supplier shall ensure that any approved subcontractor is bound by written contractual obligations equivalent in scope and rigor to those set out in the Agreement, including all applicable technical specifications, compliance requirements, confidentiality obligations, data protection duties, and performance standards. The Supplier shall remain fully liable for the acts, omissions, and performance of its subcontractors as if they were its own.

Article 5. Buyer's obligations

1. The Buyer shall provide the Supplier with complete, accurate and timely information concerning its technical, operational and functional requirements, including any applicable standards, specifications or performance criteria, as well as deadlines it considers to be essential for the proper performance of the Agreement.
2. All plans, drawings, technical specifications, standards, and other documents annexed to or referenced in the Agreement or in the relevant purchase order shall form an integral part of the Agreement. The Buyer acknowledges that such documents constitute sufficient and appropriate information for the Supplier to identify and fulfill the specific characteristics required under the Agreement.
3. The Buyer shall be responsible for obtaining, at its own cost and initiative, all necessary permits, licenses, approvals, or authorizations required under applicable law for the purchase, importation, installation, use, or receipt of the goods or services ordered, unless expressly stated otherwise in the Agreement.
4. The Buyer undertakes to pay the Supplier the agreed price in accordance with the payment terms specified in the Agreement or applicable purchase order. In the absence of such specification, the Buyer shall make payment in accordance with the provisions of Article 6.

Article 6. Payments

1. The Agreement shall specify the total price of the goods and/or services, stated both exclusive and inclusive of VAT, and shall indicate whether the contract is concluded on a fixed-price or unit-price basis. Each deliverable or item must be clearly itemized and priced separately in the Agreement or corresponding PO.
2. Unless otherwise expressly provided in the STCs, the payment period shall commence upon receipt of a valid invoice, which may only be issued after delivery of the goods or performance of the services in accordance with the Agreement.
3. Unless otherwise agreed in writing, all payments shall be made within sixty (60) calendar days from the date of receipt of the invoice or the goods/services, whichever is later;
4. In the event of non-payment by the due date, the Supplier shall be entitled to issue a payment reminder, which shall be provided free of charge for the first occurrence.
5. If payment remains outstanding for fifteen (15) calendar days following the initial reminder, the Supplier may issue a formal notice of default. Upon such notice:
 - The outstanding amount shall bear statutory interest for late payment at the [legal rate](#);
 - The Buyer shall also be liable to pay a fixed administrative recovery fee of forty (40) euros, without prejudice to the Supplier's right to seek additional damages of proven.
6. Payment by the Buyer shall not constitute acceptance of goods or services and shall not prejudice any right of the Buyer to claim for non-conformity or defects under the Agreement.

Article 7. Inspection, acceptance and non-conformities

1. The Buyer reserves the right to inspect and verify the quality, quantity, and conformity of the goods and/or services immediately upon delivery within fifteen (15) days, without prejudice to any rights it may have under the Agreement or applicable law. Inspection may include visual checks, functional testing, or verification against contractual specifications. Any apparent defects or non-conformities identified within this period shall be notified to the Supplier in writing.
2. Such inspection shall only constitute provisional acceptance and shall be limited to apparent defects or visible non-conformities detectable through a reasonable external examination. The Buyer's failure to detect or report such issues at delivery shall not constitute acceptance of any concealed, latent, or functional defects.
3. Payment or provisional acceptance shall not waive the Buyer's rights in this regard.
4. In the event of any non-conformity or defect—whether apparent or concealed—detected within the relevant notification period:
 - The Buyer shall be entitled, at its sole discretion, to reject the goods, suspend payment, and return the goods at the Supplier's sole cost and risk, including packaging, transport, and insurance;
 - The Supplier shall, within a maximum of eight (8) calendar days from notification, propose a corrective or replacement solution;
 - Any replacement, repair, or corrective action shall require the prior written approval of the Buyer, and the Buyer reserves the right to refuse any proposed solution without liability;
 - In the event of refusal, the Buyer shall owe no compensation, and the Supplier shall bear all resulting costs, losses, or damages.
5. The Buyer may, at its discretion, opt for alternative remedies, including partial acceptance with a price reduction, cancellation of the order, or compensation for damages, without prejudice to any further rights under the Agreement or applicable law.

Article 8. Performance deadlines

1. The Supplier shall strictly comply with the performance and/or delivery deadlines set forth in the Agreement or the relevant purchase order. Time shall be deemed of the essence for all deliveries and services unless expressly stated otherwise in writing by the Buyer.
2. Delays shall only be excused in cases of duly proven force majeure, as defined under Article 1, or exceptional circumstances beyond the Supplier's reasonable control, and only to the extent that the Supplier:
 - promptly notifies the Buyer in writing of the delay, its cause, and the estimated revised timeline; and
 - provides all relevant supporting documentation without undue delay.

Article 9. Delay, non-performance and liability

1. In the absence of timely notification of the delay by the Supplier, the Buyer may issue a formal written notice of default if the delay persists for more than fifteen (15) calendar days. Upon such notice, the Supplier shall have an additional fifteen (15) calendar day cure period to fully perform its obligations.
2. If the Supplier fails to perform within such additional cure period, the Buyer shall be entitled, without prejudice to any other contractual or legal remedies, and without prior judicial intervention, to:
 - Terminate the Agreement, in whole or in part, in accordance with Article 10; and/or
 - Claim liquidated damages equal to zero point twenty-five percent (0.25%) of the total order value per calendar day of delay, with a minimum of one thousand euros (€1000) per day. Total liquidated damages shall be capped at ten percent (10%) of the total order value, without prejudice to the Buyer's right to claim full compensation for any additional proven losses.
3. In cases where the delivery or performance date is explicitly identified as essential or critical in the Agreement or purchase order, any failure to meet such date shall constitute a material breach, entitling the Buyer to immediate termination of the Agreement with immediate effect, without the need for any prior notice or additional cure period.
4. In the event of termination due to the Supplier's default, the Supplier shall:
 - not be entitled to any form of compensation, reimbursement, or indemnity;
 - promptly, and in any case within eight (8) calendar days, refund all deposits or advance payments made by the Buyer, without set-off or deduction;
 - bear all costs arising from the delay, including those relating to emergency procurement or substitute supply.

5. The Buyer's rights under this clause shall apply without prejudice to any other remedies under the Agreement or applicable law.

Article 10. Termination of the Agreement

1. The Buyer shall have the right to cancel any order, in whole or in part, at any time prior to the Supplier's written acceptance or confirmation, without incurring any liability, cost, or compensation whatsoever. Such cancellation shall be effective upon written notice to the Supplier.
2. In the event that the Supplier has confirmed the order, but production has not commenced, or delivery has not occurred, the Buyer may cancel the Agreement at its sole discretion, without being required to provide any reason, by written notice to the Supplier.
In such case, the Supplier will only be authorized to retain the documented advance payments already paid, if applicable, or the part thereof strictly limited to covering the justified and non-recoverable direct costs incurred up to the date of cancellation. Any excess must be refunded within eight (8) calendar days of the cancellation notice. The Supplier shall not be entitled to claim any additional compensation, loss of profit, or indirect damages.
3. The Supplier may not unilaterally terminate the Agreement. Any request for termination by the Supplier shall be subject to the Buyer's prior written approval and shall be subject to terms and conditions mutually agreed upon at the time of such request. In the absence of such agreement, the Supplier shall remain bound by the Agreement and fully liable for its performance.
4. In the event of a material breach or default by either party—including but not limited to late delivery, defective performance, or non-compliance with contractual obligations—the non-defaulting party may terminate the Agreement by written notice, provided that a prior formal notice of default has been issued and remains unremedied for a period of ten (10) calendar days.
If the Agreement is terminated due to the Supplier's fault, the Buyer shall be entitled to:
 - refuse all or part of the remaining deliveries or services;
 - obtain a full refund of all amounts paid in advance for undelivered goods or unperformed services;
 - recover any direct and indirect damages suffered as a result of the breach; and
 - claim liquidated damages equal to thirty percent (30%) of the total contract value, unless higher actual damages can be demonstrated.The Supplier shall not be entitled to any compensation, indemnity, or claim in the event of termination resulting from its own non-performance or defective performance.
5. In the event of a duly proven force majeure event, as defined under Article 1, that renders performance of the Agreement impossible for a continuous period of more than sixty (60) calendar days, either party may terminate the Agreement by written notice to the other, without liability or obligation to pay damages. The burden of proving the existence and impact of a force majeure event lies solely with the party invoking it.
All amounts paid for goods or services not delivered or rendered as of the termination date shall be refunded by the Supplier within eight (8) calendar days, unless otherwise agreed in writing.

Article 11. Warranties and claims

1. Unless otherwise agreed in writing, the goods shall be delivered in accordance with the Incoterms® 2020, with DDP Buyer's designated delivery location as the default rule specified in the Agreement or relevant PO. Any deviation from DDP must be expressly agreed to by the Buyer.
2. The warranty period shall commence only upon the Buyer's written confirmation of acceptance of the goods at the designated delivery location, provided that the delivery is complete, and the goods are compliant in quantity and documentation.
3. Failure to notify the Supplier of any apparent defects or non-conformities upon delivery shall constitute provisional acceptance limited only to apparent defects. It shall not be construed as a waiver of the Buyer's rights with respect to hidden, latent, or functional defects, nor shall it affect any warranty rights arising thereafter.
4. Unless otherwise required by applicable mandatory law granting more favorable terms to the Buyer, the Supplier shall warrant all delivered goods against hidden defects—whether inherent, material, or functional—for a minimum period of twenty four (24) months from the date of delivery.

Such defects must render the goods unfit for their intended purpose or diminish their utility to a significant degree, and shall be notified to the Supplier promptly upon discovery, in any case within one (1) year from the date of such discovery.

Upon confirmation of a hidden defect, the Supplier shall, at its own cost and within a reasonable period:

- repair or replace the defective goods;
- bear all related costs, including transport, removal, reinstallation, and testing; and
- remain liable for any consequential and indirect damages suffered by the Buyer, including production downtime, loss of opportunity, and third-party claims.

The burden of proving abnormal use or exceptional circumstances excluding liability rests fully with the Supplier.

5. Where the goods are specifically developed, adapted, or manufactured for the Buyer in accordance with the Buyer's specifications, drawings, or standards, the Supplier shall be solely liable for:
 - any design defect, manufacturing error, or non-compliance with agreed technical requirements;
 - any damage caused by such defect, provided it is proven by the Buyer;
 - up to an amount equal to the total contract value, or the actual loss incurred in the event of gross negligence or willful misconduct, whichever is greater.

Article 12 – Compliance

1. The Supplier shall comply at all times with all applicable laws, regulations, and international standards, including but not limited to those governing:
 - data protection and privacy (e.g., GDPR, NIS2, CCPA);
 - cybersecurity (e.g., ISO/IEC 27001, NIST, industry best practices);
 - anti-corruption and anti-bribery (e.g., FCPA, UK Bribery Act, Belgian Code of Economic Law);
 - labor and human rights (e.g., ILO Conventions, Modern Slavery Act);
 - environmental protection, sustainability, demisability and ESG obligations;
 - trade compliance, including sanctions, export control, and dual-use regulations.
2. The Supplier represents and warrants that it complies with the requirements of the U.S. SEC Conflict Minerals Rule (Section 1502 of the Dodd-Frank Act), as well as any locally applicable laws addressing the sourcing of tin, tungsten, tantalum, and gold. The Supplier shall provide, upon request, written certification that such materials are sourced exclusively from conflict-free regions, as defined by the applicable regulations, and that it maintains appropriate due diligence measures to trace and document their origin.
3. The Supplier represents and warrants that it does not engage in, nor does it tolerate, human trafficking, slavery, child labor, or any form of forced or compulsory labor. This obligation extends to its supply chain and subcontractors.
4. Where the Supplier processes or has access to any data belonging to the Buyer (including personal data, technical specifications, or confidential information), it shall:
 - implement and maintain appropriate technical and organizational security measures;
 - promptly notify the Buyer of any actual or suspected data breach or security incident within 24 hours of becoming aware;
 - cooperate fully with any investigation and remediation efforts;
 - store and process Buyer data only in jurisdictions that ensure an adequate level of data protection.
5. The Buyer reserves the right to audit the Supplier's compliance with the obligations under this clause. The Supplier shall provide, upon request, documentation including but not limited to:
 - architecture and design documentation;
 - vulnerability scans, penetration test results, and security assessments;
 - relevant certifications (e.g., ISO 9001, ISO 27001);
 - third-party audit reports or internal compliance records.
6. The Supplier shall not subcontract any substantial part of its obligations without prior written notice to the Buyer. Where subcontracting is authorized, the Supplier shall:

- impose equivalent contractual obligations on its subcontractors, including confidentiality, data protection, and compliance duties;
 - ensure all subcontractors are bound by an NDA of equal or greater strictness; and
 - remain fully liable for the acts and omissions of its subcontractors.
7. Any failure by the Supplier to comply with this Article shall constitute a material breach of the Agreement, entitling the Buyer to suspend performance, withhold payment, and/or terminate the Agreement with immediate effect, without prejudice to its right to claim damages or seek injunctive relief.

Article 13. Applicable law – amicable solution – competent court

This Agreement shall be governed exclusively by Belgian law, excluding its conflict of laws rules and the CISG.

Prior to initiating formal proceedings, the Parties shall seek to resolve any dispute amicably, through good-faith negotiations, mediation, or non-binding ADR.

If no agreement is reached within 30 calendar days of written notice of dispute, the dispute shall fall under the exclusive jurisdiction of the courts of Walloon Brabant, regardless of the place of delivery, performance, or domicile of the Supplier.

Proceedings shall be conducted in French.