General Purchasing Terms

of General Atomics Europe GmbH

(Version: October 2025)

1. Scope

1.1 The terms of purchase below shall apply exclusively for all legal relationships between the supplier and us, including all future transactions. Purchasing terms of the supplier which contradict or deviate from ours shall only apply if we expressly consent to their applicability in writing. Neither a failure to respond, nor acceptance of or payment for the service – even without reservation – shall be deemed tantamount to consent.

1.2 Oral agreements by our representatives or other auxiliary persons must be confirmed in writing by us.

2. Quotation

Quotations must be provided free of charge and must correspond to our request. Alternative quotations are welcome but must be clearly identified as such and explained.

3. Shipping, Delivery and delivery date

3.1 Goods to be delivered shall be duly and properly packed and shipped. Pack(ag)ing and shipping specification shall be adhered to. Each consignment shall be accompanied by shipping documents such as delivery slips, packing notes etc. All pertinent docu-ments shall indicate the order numbers and other Purchaser data specified in the order.

3.2 Unless otherwise agreed, the delivery shall be made per DAP Incoterms® 2020 to the destination specified (place of performance).

3.3 The delivery deadline named in the purchase order is binding.

3.4 In cases of force majeure, the supplier is exempted from their obligation to perform for the duration of the interruption and to the extent of their effect. In such events, the supplier must inform us immediately and comprehensively regarding the beginning and end of the event and do everything reasonable to restrict the extent of such cases.

4. Withdrawal

4.1 If the delivery and/or performance are delayed by force majeure or official measures through no fault of the supplier, we are entitled to set an appropriate period for the supplier stating that we shall refuse to accept the delivery and/or service after the period expires. After the expiry of the period, we are entitled to withdraw from the contract at any time. If this is the case, we are only obliged to reimburse the costs actually incurred including a profit mark-up corresponding to the work actually performed.

4.2 If the supplier or one of their creditors applies for the instigation of insolvency proceedings regarding the assets of the supplier, we are entitled, at our discretion, to withdraw from the contract without affecting our other legal or contractual rights and/or to enter into the contracts of the supplier with their suppliers.

4.3 The statutory right to withdraw from the contract shall not be affected by this. The provisions in Art. 323 Par. 5 of the German Civil Code shall not be applicable.

4.4 Withdrawing from the contract does not rule out claims for damages.

5. Contractual penalty

Where the parties have agreed a contractual penalty, it shall not be offset against any claims for damages. Payment of the contractual penalty does not cancel the obligations to perform in accordance with the contract or to compensate us for damages incurred. The contractual penalty can be asserted even after acceptance of the performance within an appropriate period, by receipt of the final invoice at the latest, without reserving the right to do so on acceptance.

6. Bearing of risk, insurance

6.1 Unless agreed otherwise, risk shall be transferred to us on provision of the direct title to the goods at the destination specified by us.

6.2 The supplier must provide evidence of the conclusion of a liability insurance policy, including product and environmental liability with a minimum flat rate coverage of € 2,500,000.00 for damages to persons, property and assets per damage event, including overseas coverage where necessary. The liability of the supplier is not restricted to liability insurance coverage, neither in the reasons nor in the amount.

7. Complaints, guarantee and liability

7.1 The provision in Art. 377 of the German Civil Code (BGB) shall not be applicable. This does not apply if the fault is obvious. In this case, we are obliged to notify the supplier within two weeks. This period shall also apply if the fault becomes apparent at a later stage.

7.2 In the event of a fault, we are entitled to demand that the fault be rectified or that a fault-free item be delivered, and to withdraw from the contract, to reduce the purchase price and/or claim damages or compensations for expenditure in vain in accordance with the statutory provisions. Rectification shall be deemed to have failed after the first unsuccessful attempt.

7.3 If the supplier accepted a guarantee for the properties or durability of the items delivered, we can also assert claims arising from the guarantee.

7.4 The supplier assures that all deliveries and/or services they provide comply with the legal provisions, the regulations and directives of authorities, trade associations and professional associations valid in Germany, the country of origin and the country for which the deliveries and/or services are intended. This applies in particular for the conditions, regulations and directives regarding protection of the environment and health and safety. The supplier must ascertain the final use location.

7.5 The statutory guarantee periods cannot be reduced. The expiry period shall be extended by the time in which the faulty item cannot be used as intended. The guarantee claims for faults which are reported to the supplier during the guarantee period shall expire after a further 12 months from notification of the fault, but not before the end of the guarantee period.

7.6 If necessary, the supplier must initially take provisional measures free of charge. Rectification of the faults includes the supplier assuming all expenses required for this purpose. These expenses include transportation, customs, fuel and labour costs, as well as installation and removal costs. The rectification of faults also includes elimination of the causes of

the fault. All costs related to determining the fault and its causes and for the rectification of the causes must also be borne by the supplier.

7.7 We can rectify the item ourselves or have it rectified by third parties after informing the supplier if operation results in safety risks, or if there is a danger to life and limb, and to prevent disproportionately higher damages, to maintain our ability to deliver to our customers, and in the event of particular urgency. The supplier shall bear the resulting costs.

7.8 Otherwise, the legal guarantee requirements shall not be affected.

8. Invoice and payment

8.1 Invoices must be submitted state the order number and order date. Down payment invoices, partial invoices, final partial invoices and final invoices must be designated as such and numbered consecutively. Invoices not designated separately shall be treated as final invoices.

8.2 For the purposes of intra-[EU] commercial statistics invoices must quote the eight-digit goods number (pursuant to the current goods directory for foreign trade statistics) for all goods.

8.3 Unless agreed otherwise in writing, the invoice amount is due 30 days after receipt of the invoice and the existence of the other conditions. If paid within 14 days of the abovementioned date, a discount of 2% shall apply.

8.4 Regardless of this, the due dates for claims shall only apply if correct invoice documents drawn up in accordance with the legal requirements have been received.

8.5 The payment shall be considered made on time if the credit transfer order is transferred or sent electronically to the bank, or the cheque is sent by the due date.

9. Assignment, withholding rights and offsetting

9.1 The supplier may only exercise rights over its claims against us via assignment, pledging or in any other way with our prior written consent.

9.2 The supplier may not assert withholding claims where they are based on counterclaims from earlier or other legal transactions with us.

9.3 The supplier can only offset claims that are undisputed or which have been determined as legally valid.

10. Retention of title

Retention of title by the supplier shall only become part of the contract if the retention of title expires on payment of the price agreed for the goods subject to retention, and we are entitled to sell them on and process them as part of ordinary business operations. No other retention of title by the supplier shall be accepted.

11. Confidentiality

The supplier shall protect the information regarding the conclusion of the contract and its contents, and the information provided to them such as documents, findings, samples, manufacturing equipment, models, data media etc., and not make them accessible to third parties (including subcontractors) without our written consent, or use them for purposes other than those specified by us. This also applies accordingly to copies. This obligation does not apply for information already legitimately known to them without confidentiality obligations, or which become known to them subsequently without confidentiality obligations, which – without violating the contract by either of the parties – are or become general knowledge, or for which they receive written consent for other use.

12. Rights of third parties

The supplier guarantees that their deliveries and/or services or the intended use thereof do not violate the rights of third parties. Should third party rights be violated, the supplier is obliged to compensate the third parties for the resulting damage irrespective of their culpability. These damages also include costs incurred for approval of use of the corresponding deliveries and/or services by the authorised parties.

13. Counterfeit Parts

13.1 "Counterfeit Parts" mean parts or separately identifiable items or components of Goods that:
(i) are an unauthorized copy or substitute of an Original Component Manufacturer or Original Equipment Manufacturer (collectively, "OCM/OEM") item;
(ii) are not traceable to an OCM/OEM sufficient to ensure authenticity in OCM/OEM design and manufacture;
(iii) do not contain proper external or internal materials or components required by the OCM/OEM or are not constructed in accordance with OCM/OEM design;
(iv) have been reworked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OCM/OEM design but not disclosed as such or are represented as OCM/OEM authentic or new; or
(v) have not passed successfully all OCM/OEM required testing, verification, screening, and quality control processes.

13.2 Supplier shall not deliver Counterfeit Parts or suspected Counterfeit Parts to us under the Order. Counterfeit Parts are deemed nonconforming to the Order.

13.3 Notwithstanding the foregoing, Goods or items that contain modifications, repairs, re-work, or re-marking as a result of Supplier or its subcontractor's design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked without legal right to do so, will not be deemed Counterfeit Parts.

13.4 Supplier shall implement an appropriate strategy to ensure that Goods furnished to us under the Order are not Counterfeit Parts. Supplier's strategy will include the direct procurement of items from OCMs/OEMs, OCM/OEM authorized distributors/suppliers, and ability to provide clear unbroken chain of custody documentation to us upon request.

13.5 If product is not available directly through OCM/OEM authorized distribution (defined as the OCM/OEM and its authorized distributors only), Supplier shall immediately notify us. Supplier may not pursue the order without express written authorization from us to deviate from authorized distribution.

13.6 If Supplier becomes aware or suspects that it has furnished Counterfeit Parts to us under the Order, Supplier shall promptly notify us in writing. At Supplier's expense, and in no case later than thirty (30) days from discovery, Supplier shall replace such Counterfeit Parts with OCM/OEM Goods that conform to the requirements of the Order. Supplier shall be liable for all costs related to the replacement of Counterfeit Parts and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Parts have been replaced.

13.7 Supplier bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Counterfeit Parts clause.

14. Models

If the supplier produces models at our expense, title to these models shall be transferred to us. These models, as well as any models provided by us, shall be stored by the supplier and insured as third party property free of charge and carefully until we call for them. They may only be used for or by others with our written consent.

15. Drawings

The supplier must provide us with a legible written and electronic copy of the construction drawings in good time and at no charge. Our approval of the construction drawings shall not affect the obligation of the supplier to perform. Drawings produced to our specifications must also be identified with a drawing header and copyright symbol in accordance with our requirements and in our favour. We hold the copyright to these drawings.

16. Industrial Participation Obligations

16.1 Notwithstanding that the Order may or may not be issued in direct support of a foreign sale, Supplier agrees to support Purchaser's Industrial Participation Obligations.

16.2 To the exclusion of all others, Supplier agrees that Purchaser, its subsidiaries, affiliates or its designees may use the value of the Order to satisfy Industrial Participation Obligations that Purchaser may have with Supplier's country. Supplier shall provide documentation or information, which Purchaser or its assignees may reasonably request to substantiate claims for industrial benefits or Industrial Participation Obligations credits.

16.3 Supplier agrees to identify and retain for Purchaser's use any Industrial Participation Obligations credits generated from the content of Work, which Supplier either produces itself and/or procures from suppliers for work arising out of or related to the Order. Promptly after selection of a non-German supplier for work under the Order, Supplier shall notify Purchaser of the name, address, supplier point of contact (including telephone number) and Euro value of the subcontract. To the exclusion of all others, Supplier agrees that Purchaser, its subsidiaries, affiliates or its designees may use the value of such credits to satisfy Industrial Participation Obligations that Purchaser may have.

16.4 Purchaser reserves the right to assign Industrial Participation Obligation credits generated through Supplier's efforts under the Order to third parties.

16.5 Supplier shall include the substance of this Industrial Participation Obligations clause, in favor of Purchaser, in its subcontracts issued at all tiers pursuant to the Order.

17. Compliance with laws

17.1 Supplier agrees that in performing its duties under the Order, Supplier shall comply with all applicable Federal, State, foreign and local laws, statutes, ordinances, and regulations in effect on the date of the Order. This includes compliance with the Federal Acquisition Regulation (FAR) rules identified below:

52.203-12	52.203-19	52.204-21
52.204-23	52.209-6	52.222-50
52.222-50 Alt I	52.245-1	252.204-7000
252.204-7012	252.211-7003	252.225-7009
252.225-7013	252.227-7013	252.227-7015
252.227-7037	252.244-7000	252.246-7003
252.246-7007	252.246-7008	252.247-7023

17.2 Supplier represents and warrants that neither Supplier nor any of its principals, consultants, subcontractors, shareholders, directors, officers, employees or agents has performed or will perform any act which would constitute a violation of the requirements set forth in this Section of this Compliance with Laws clause. If at any time Supplier becomes aware of information or circumstances that suggest this representation and warranty may not be accurate, it shall notify us immediately in writing, but not more than seven (7) calendar days after becoming aware of such circumstances.

18. Compliance and Security Statement

18.1 Supplier undertakes to comply with all relevant applicable laws, including, but not limited to competition laws, antitrust laws, employment and child protection provisions (e.g. regarding conflict commodities), the prohibition of human trafficking and with the core conventions of the International Labour Organization, the laws against counterfeiting as well as the laws for the protection of environment and health (e.g. guidelines like REACH and RoHS). Supplier complies with the current code of conduct for business partners of Purchaser, which he will be handed upon request.

18.2 Supplier undertakes not to accept any financial or other benefits if an unjustified advantage is expected or rewarded in return. Supplier also undertakes to act in all his commercial transactions in accordance with the OECD Anti-Bribery Convention of 17 December, 1997.

18.3 Supplier shall bind his employees, vicarious agents, subcontractors and suppliers to adhere to the provisions under this Sect. 18.

18.4 In case Supplier infringes any obligation under this Sect. 18 in connection with a purchase order, the Purchaser may claim a contractual penalty per individual case in the amount of 10 % of the remuneration of the relevant purchase order, but not more than EUR 50,000. Such penalty amount shall be deducted from any claim of the Purchaser for compensation of damages caused by the corresponding infringement. Any penalty shall not free Supplier from its contractual and legal obligations.

19. Data protection

Each party may have access to personal data (for example names, functions, business units, contact details and communication data) relating to the other party's employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation with the contract that is subject to these General Terms and Conditions of Purchase. The parties agree that they act as independent controllers regarding such Personnel Data unless otherwise expressly agreed in writing. Personnel Data may be processed only in accordance with applicable laws, applying appropriate security measures (e.g. technical and organizational measures, etc.), and only in order to enter into and perform the contract including but not limited to order and payment processing, tolls, taxes and import/export management, customer relationship management, business accounting and general administrative purposes. Each party undertakes to inform its Personnel about the processing of Personnel Data by the other party, in accordance with applicable laws. Additional details on Purchaser's data processing are set out in Purchaser's privacy notices (see Data Protection under www.ga-europe.com).

20. Export Regulations and Authorizations

20.1 Supplier shall keep itself informed at all times about national and international (re-)export regulations (e.g. ITAR) and notify Purchaser immediately in writing if deliverables are subject to these provisions in whole or in part. Supplier shall comply with all applicable (re-)export regulations and, on request, disclose

to Purchaser all relevant information for this purpose. This obligation applies beyond the duration of the contract.

20.2 Unless otherwise expressly agreed in writing, Supplier shall take all measures required to obtain further authorizations or licenses needed for the provision of services to Purchaser and the use of the deliverables by Purchaser as provided in the contract. Where Purchaser has to apply for such authorizations or licenses, Supplier shall provide Purchaser with all appropriate support, particularly for the procurement of needed information and data, at no charge to Purchaser.

20.3 Where applicable, Supplier shall provide, no later than at the time of acceptance of the contract, and at no charge to Purchaser, the following minimum information:

- The customs tariff numbers of the country of consignment, and the countries of origin for all goods;
- For controlled goods, the relevant national export control numbers and, if the goods and/or services are subject to U.S. (re-)export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR);
- Proof of preferential origin as well as conformity declarations and marks of the country of consignment or destination; certificates of origin upon request.

21. Foreign Trade Law

21.1 The contract is subject to the condition that applicable national or international foreign trade law - in particular export control or customs regulations, including embargo regulations and sanctions lists - (hereinafter referred to as "applicable foreign trade law") does not prohibit or restrict its fulfillment.

21.2 Supplier shall comply with the applicable foreign trade law with regard to his contractual obligations and the provision of materials. In particular, Supplier shall obtain the necessary authorizations if he is responsible for this under the applicable foreign trade law.

21.3 Supplier shall inform Purchaser in writing as early as possible - but at the latest before delivery - of all information and data that Purchaser requires in order to check and comply with the applicable foreign trade law. Supplier shall inform Purchaser separately in writing whether the goods, parts or preliminary products provided, to be provided or to be delivered by the Supplier originate from a country (in particular produced there or exported from there) against which the Federal Republic of Germany or the European Union has or have imposed an embargo (this applies in particular to Russia). This duty to inform must be immediately and already exists before the conclusion of a contract with Purchaser and lasts until the complete fulfillment of the performance obligation by Supplier.

21.4 The above obligations and/or rights only apply if and insofar as they do not violate EU law (cf. in its current version: Council Regulation (EU) No. 2271/96 of 22 November 1996 on protection against the effects of the extraterritorial application of legal acts adopted by a third country and of measures based thereon or resulting therefrom) and/or German law (cf. in its current version: Section 7 of the German Foreign Trade Regulation -Außenwirtschaftsverordnung-).

21.5 Supplier indemnifies Purchaser against all third-party claims - including official fines - and is liable to Purchaser for any damages incurred by Purchaser due to incorrect or unsuccessful fulfillment of the obligations, unless the Supplier proves that he is not responsible for the breach. The scope of the damages to be compensated also includes the reimbursement of all necessary and reasonable expenses that Purchaser incurs or has incurred, in particular the costs and expenses of any legal defense.

22. Final provisions

22.1 The place of performance for deliveries and services is the delivery destination specified by us.

22.2 The contractual relationship shall be subject to German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

22.3 For all disputes arising from the contract, the court responsible for our headquarters is hereby agreed as the sole jurisdiction. Nevertheless, we are also entitled to take legal action against the supplier in another responsible court.

22.4 If the contract is translated, only the German contract text shall apply for its interpretation.

22.5 We hereby wish to point out that we save personal data in accordance with the legal provisions and process it in relation to business transactions.