

 Fijn Mekaniek Nelissen DRAAIEN - FREZEN - VONKEN	Document name: A7. General Terms and Conditions of Purchase and Sale	Document owner: Top management	Version: V04: 07/10/2025
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ARTICLE 1: SCOPE

- 1.1. These general terms and conditions govern the contractual relationship between Fijn Mekaniek Nelissen N.V. (hereinafter "FMN"), with registered office at Vrijheidweg 3, 3700 Tongeren (BE0441.159.463), and the customer.
- 1.2. "Customer" means an undertaking as defined in Article 1.1, 1° of the Belgian Code of Economic Law and therefore excludes consumers.
- 1.3. These general terms and conditions apply to all work, invoices and agreements between FMN and the customer. Any departure from them is permitted only by written agreement between both parties.
- 1.4. The customer accepts the applicability of these general terms and conditions by placing an order (purchase). The customer declares that it has received these general terms and conditions, has read their contents and accepts them before entering into the agreement.
- 1.5. If one or more provisions are wholly or partially void, this shall not affect the validity of the remaining provisions of these general terms and conditions.

ARTICLE 2: CONFIDENTIALITY

FMN is a supplier to the aerospace sector and has therefore developed a quality management system in accordance with EN9100:2018. This ensures compliance with applicable laws and regulations as well as a confidentiality policy; all shared information is therefore considered confidential. Customers or regulatory authorities, as applicable, have the right of access to facilities at the relevant level of the supply chain.

ARTICLE 3: INTELLECTUAL PROPERTY

FMN owns its intellectual property rights, which shall at no time be transferred to the customer unless both parties expressly agree otherwise in writing. The customer expressly acknowledges FMN's right to use the customer's name and logo, or photographs of the delivered product in the customer's environment, for reference purposes.

ARTICLE 4: DATA PROTECTION AND PERSONAL DATA

- 4.1. FMN undertakes to comply, to the best of its ability, with the provisions of the General Data Protection Regulation (hereinafter the "GDPR").
- 4.2. The customer confirms that all data transferred to FMN has been collected and processed in accordance with the GDPR. The customer shall indemnify FMN against any claim by a natural person whose data was obtained by the customer and subsequently transferred to FMN.
- 4.3. The personal data processed by FMN includes names, email addresses and telephone numbers of external partners or applicants. Data obtained in connection with services provided by third parties may also be processed.
- 4.4. FMN does not process personal data without a legal basis, nor does it process such data beyond what is necessary. Personal data is stored on a secure internal network for as long as necessary to achieve the purposes and is not shared with third parties.
- 4.5. The data subject also has the right to rectification or erasure of their personal data, or to restriction of the processing thereof, and is entitled to receive a first copy of the personal data being processed free of charge. For any additional copies, FMN may, in accordance with applicable law, charge a reasonable fee based on administrative costs.

ARTICLE 5: PRICE

- 5.1. All prices are valid for no more than 8 days from the date on which they are issued, are expressed in euros and exclude VAT and additional costs, unless expressly stated otherwise.
- 5.2. FMN reserves the right to correct any typographical errors in a quotation and, in accordance with statutory provisions, to change prices unilaterally if the price change results from objective circumstances constituting force majeure. This includes changes in VAT, taxes and excise duties, delivery costs, purchasing costs, production costs, labour costs, raw materials, etc. In such a case, FMN shall immediately inform the customer and, upon request, provide evidence of the objective circumstance constituting force majeure.
- 5.3. The minimum amount per invoice is €150.00, excluding VAT.
- 5.4. The prices quoted for series are valid only where the agreement covers at least the stated quantities. If the agreement covers lower quantities, FMN shall not be bound by the quoted price.
- 5.5. If contractual breaches are not sufficiently serious to justify termination, a price reduction may be claimed through legal proceedings only after a formal notice has remained without effect.

ARTICLE 6: DELIVERY AND PERFORMANCE

- 6.1. Delivery and performance times are indicative only and are therefore not binding. A delay in delivery or performance shall under no circumstances give rise to compensation, cancellation of the order or termination of the agreement.
- 6.2. Goods are always transported at the customer's risk, even where delivery is carriage paid, to the address specified by the customer. The associated delivery and transport costs shall be borne by the customer.

ARTICLE 7: PAYMENT

- 7.1. FMN is entitled to request advance-payment invoices. All invoices are payable by bank transfer within thirty (30) days of the date of receipt of the invoice, unless expressly agreed otherwise.
- 7.2. If an (advance-payment) invoice has not been paid in full by the due date, interest of 3% per month shall be payable automatically and without prior notice from the invoice due date. The invoice shall also be increased automatically and without prior notice by liquidated damages for late payment equal to 10.5% of the invoice amount, subject to a minimum of EUR 150 per invoice.
- 7.3. The customer shall remain jointly, severally and indivisibly liable for payment of all amounts due and invoiced by FMN, even if FMN has agreed to issue invoices in the name of third parties.
- 7.4. Any objection relating to an invoice must, under penalty of forfeiture, be sent to FMN's registered office by reasoned registered letter within 8 calendar days of receipt of the invoice.
- 7.5. In the event of non-payment, all outstanding invoices, including those not yet due, shall become immediately payable automatically and without prior notice.
- 7.6. In the event of late payment of invoices, FMN reserves the right, without prior notice, to suspend its services immediately until all outstanding and overdue invoices have been paid, or to suspend delivery if it has not yet taken place.

ARTICLE 8: RETENTION OF TITLE

All goods sold shall remain the property of FMN until the full price has been paid. Until ownership has passed from FMN to the customer, the customer may not dispose of the goods, pledge them or create any other right in rem over them. In such a case, FMN shall be entitled to repossess

goods already delivered; this retention of title shall remain applicable in the event of the customer's bankruptcy.

ARTICLE 9: RISK AND LIABILITY

- 9.1. From the date of delivery, all risks shall pass to the customer and all costs shall be borne by the customer.
- 9.2. FMN shall not be liable for damage of any kind, except in the event of wilful misconduct or gross negligence by FMN or its agents, unless the parties expressly agree otherwise in writing. Compensation shall be limited to the amount agreed between the parties for the assignment concerned. Where the loss is insured, compensation shall under no circumstances exceed the amount paid by the insurer and shall be subject to the agreed insurance conditions.
- 9.3. FMN shall be bound by an obligation to use reasonable endeavours.

ARTICLE 10: TERMINATION OF THE AGREEMENT

- 10.1. The agreement between the parties shall be terminated automatically at the customer's expense in the event of the customer's liquidation, dissolution or death.
- 10.2. The customer may unilaterally terminate the agreement by registered letter addressed to FMN's registered office, subject to payment of liquidated damages equal to 30% of the invoice amount. This is without prejudice to FMN's right to demonstrate and recover greater losses.
- 10.3. If delivery is refused, liquidated damages equal to 30% of the invoice amount shall also be payable to FMN.

ARTICLE 11: COMPLAINTS

Complaints concerning goods or invoicing must be submitted to FMN by registered letter no later than 7 days after receipt. No valid complaint may be submitted after this period.

ARTICLE 12: FORCE MAJEURE

- 12.1. Force majeure, whether it renders performance of the agreement temporarily or permanently impossible, shall automatically suspend or extinguish FMN's obligations and release FMN from any resulting liability or damages towards the customer.
- 12.2. Force majeure includes, but is not limited to, strikes, interruption of utilities, theft, fire, pandemics, government restrictions, logistical failures by third parties, war, etc. FMN undertakes to inform the customer of the force majeure event as soon as possible.
- 12.3. Any reliance on anticipatory non-performance is excluded.

ARTICLE 13: OUTSOURCING OF SPECIAL PROCESSES (EN9100 – 8.4.3.)

- 13.1. The following requirements apply to suppliers of special processes:
 - All relevant data concerning the processes, products or services to be supplied is available on the purchase order;
 - Each delivery must include one (1) legible COC or COA;
 - Employees must have the required competencies;
 - Information received must be treated confidentially, and no third-party request to share information shall be authorised unless approved by FMN;
 - Suppliers are evaluated and may be required to take corrective action to maintain their position on the "approved suppliers" list;
 - FMN and the customer reserve the right to carry out verification and/or validation activities at the supplier's premises;
 - Planned results must be validated;
 - A quality inspection system that ensures conforming processes, products and services shall be implemented and maintained;
 - A sampling plan shall be used unless otherwise agreed;
 - Sources specified by the customer shall be used;
 - FMN does not accept products that do not meet the purchasing requirements;
 - Controls shall be established that include requirements for certificates and/or supporting documentation;
 - FMN shall be notified of proposed or actual changes that may affect the quality of the processes, products or services;
 - Applicable requirements shall be flowed down to sub-tier suppliers, including by reference;
 - Test specimens shall be supplied for inspection, verification, investigation or audit purposes;
 - The latest specification revision (version) shall be in effect when the raw materials are processed. If a document has been superseded, the latest revision of the superseding document shall apply. All documented information (certificates, test reports, inspection reports, calibration data, etc.) must be retained for at least 7 years, unless otherwise specified by FMN.
- 13.2. FMN, together with its customer and/or regulatory authorities, reserves the right to carry out inspections at the supplier's facility. FMN shall notify the supplier before an inspection at the supplier's premises.
- 13.3. The supplier must uphold the highest standards of ethics and business conduct, comply with legal obligations, honour its commitments, act in good faith and be accountable to FMN.
- 13.4. The supplier may not, directly or indirectly, offer, promise, authorise or provide anything of value (including business gifts or favours) with the intent or effect of inducing anyone to engage in unfair business practices. The supplier shall avoid any involvement in activities that may be regarded as a conflict of interest.
- 13.5. The supplier shall respect customers' legitimate and intellectual property rights and take appropriate measures to protect sensitive information.
- 13.6. The supplier must ensure product safety at all times.

ARTICLE 14: APPLICABLE LAW AND COMPETENT JURISDICTION

- 14.1. All legal relationships between FMN and the customer shall be governed exclusively by Belgian law.
- 14.2. Any dispute between the parties shall be subject to the exclusive jurisdiction of the territorially competent courts of the Tongeren-Borgloon division.