

## 1. GENERAL

These conditions are applicable for all the purchase orders issued by KEVRA OY for materials and services.

## 2. THE CONTRACT

The Purchase Order together with these conditions forms the contract between KEVRA OY and the person, firm, or company (hereafter Supplier) stated in the Purchase Order, concerning the delivery of the goods and/or services specified in the Purchase Order.

## 3. TERMS AND CONDITIONS

The conditions set out in the Purchase Order, Purchase Order Amendment and any Release Authorization related thereto and together with any conditions or instructions endorsed on any such document or otherwise given to the Supplier by KEVRA OY in writing and signed by an authorised representative of KEVRA OY and any drawing and specification issued by KEVRA OY are the only terms and conditions that govern the contract between KEVRA OY and the Supplier for the goods and/or services being the subject of the contract. No other terms and conditions shall have any effect to the contract.

The Supplier shall be responsible for ensuring that its personnel are fully aware of requirements of these terms and conditions (e.g. quality, safety and airworthiness, ethical rules etc).

## 4. ACCEPTANCE OF THE PURCHASE ORDER

a) The supplier will be deemed to have accepted a Purchase Order, a Purchase Order Amendment or Release Authorisation either by returning to KEVRA OY the acknowledgement copy signed by an authorised representative of the Supplier or upon the expiry of five days from the time of despatch by KEVRA OY of the relevant document unless notification has been received by KEVRA OY within that time of the Suppliers inability to comply therewith. Such notification may be made by letter or email but must be confirmed forthwith in writing.

b) The acceptance shall constitute an undertaking by the Supplier to effect delivery of the goods and/or performance of the services set out in the Purchase Order at such times, in such quantities and in such manner as specified therein and/or in subsequent Purchase Order Amendments or Release Authorisations.

c) However, with the exception of Purchase Orders which specify precise quantities for the delivery or services for completion, the Purchase Order does not of itself give the Supplier authority to incur any expense whatsoever. Raw material purchase authorisations, fabrication instructions and delivery requirements will, where applicable, be given on Release Authorisations.

## 5. CARRYING

All goods are to be sent free carrier (unless otherwise specified) to such delivery points KEVRA OY specifies and shall be packed in accordance with KEVRA OY's requirements.

## 6. DELIVERY DOCUMENTS

a) An advice note bearing KEVRA OY's Purchase Order Number shall be included in each shipment of goods despatched by the Supplier, a separate advice note being included for each separate Purchase Order covered by the shipment.

b) A Certificate of Conformity (in English or Finnish language) assuring that the goods conform with the requirements stated in the Purchase Order or any documents referred thereto shall be included in each shipment of goods despatched by the Supplier, The Certificate of Conformity shall be signed by an authorised representative of the Supplier. In case the Supplier is not the original manufacturer of the goods also a copy of the manufacturer's Certificate of Conformity shall be enclosed

## 7. TRACEABILITY

The goods shall be traceable down to the manufacturing data of the raw materials and the services down to any special process data.

## 8. PART NUMBERS

Part numbers, where applicable, shall always be quoted in correspondence, advise notes, invoices and other documents related to a Purchase Order.

## 9. INVOICES

a) A priced invoice bearing KEVRA OY's Purchase Order Number shall be posted by the Supplier on the date of despatch in respect of each shipment of goods despatched, a separate invoice being sent for each separate Purchase Order Number covered by the shipment.

b) The price or prices specified in the invoice shall be prices net of value added tax and no additional charges will be accepted for packing, boxing, fixing, crating, carrying, insurance, other taxes, labour or for any other item whatsoever unless any additional charge on that account is authorised by KEVRA OY on the Purchase Order.

## 10. PAYMENT

Payment will be made in respect of each invoice subject to the terms of this contract no later than 60 days after date of invoicing unless other arrangements have been agreed in writing by KEVRA OY. Payment shall be deemed to be made by KEVRA OY upon despatch of the relevant bank transfer(s).

## 11. QUALITY SYSTEM AUDITS

KEVRA OY, its customers, the relevant Airworthiness Authorities and Military Authorities shall be entitled to perform audits of the Supplier's processes to verify that the quality procedures, deemed necessary by KEVRA OY, its customers or the relevant Authorities, for the manufacturing of the goods or performance of the services, being the subject of the Purchase Order, are in place and complied with. In these audits the Supplier shall be obliged to present the auditors the necessary data/records for the above verification, with the exception of data/records including confidential competitor data.

## 12. ACCEPTANCE, INSPECTION AND REJECTION OF THE GOODS OR SERVICES

a) At KEVRA OY's option, all goods and services may be inspected by KEVRA OY, its customers or the relevant Authorities on and/or after delivery or performance and any item which is rejected on any such inspection shall not be chargeable and will be on receipt by the Supplier of notification of KEVRA OY's rejection at the Supplier's risk and expense and returnable (at the Suppliers option) at the Suppliers expense. If notwithstanding any such inspection KEVRA OY elects to keep any item subject to carrying out such improvements or modifications as KEVRA OY

may deem necessary, the cost of the work involved shall be debited to the Supplier. Inspection by KEVRA OY, its customers or the relevant Authorities shall not relieve the Supplier under clause 18 hereof.

b) If goods are delivered in excess of the quantity due for delivery, the same will not be accepted or paid for unless KEVRA OY elects in writing to that effect and will be entirely at the Supplier's risk if no such election is made and will be returnable (if the Supplier so requests) at the Supplier's expense.

### 13. NON-CONFORMITIES

a) The Supplier shall notify KEVRA OY prior to delivery of any non-conformity in the realised product or service against the product or service specification. A non-conforming product or service shall not be supplied to KEVRA OY without a prior written permission from KEVRA OY.

b) If the Supplier after delivery detects a non-conformity that may affect the airworthiness of the supplied product or service the Supplier shall notify the non-conformity to KEVRA OY immediately (within 24 hours after detection).

### 14. CHANGES, OBSOLESCENCE AND COUNTERFEIT

If the Supplier plans to introduce any change to the ordered product or service compared to the agreed product or service specification this shall be notified to KEVRA OY prior to implementation.

If there is foreseen risk of obsolescence or discontinuance of Product the Supplier shall writtenly inform KEVRA OY. In such a cases KEVRA OY has right to launch "Last Time Buy" -order to cover Purchaser requirements until new Product is qualified.

The Supplier declares to fulfil requirements of AS6174 (Counterfeit Materiel) and that goods delivered, and all the components used therein are authentic and original. If there is reason to suspect that some components are unapproved, fraudulent, counterfeit, non-compliant with requirements or if the origin of components cannot be determined, such components must not be included in the shipment of goods.

If the Supplier after delivery detects a suspect or fraudulent material the Supplier shall notify to KEVRA OY immediately (within 24 hours after detection).

### 15. PROPERTY AND RISK

Property in the goods shall not pass to KEVRA OY before KEVRA OY has inspected or had a reasonable opportunity to inspect the goods. Risk shall pass upon the delivery by the Supplier of the goods to the point specified by KEVRA OY but shall repossess to the Supplier immediately upon any notification to the Supplier of rejection by KEVRA OY of the goods or as otherwise specified in these conditions.

### 16. DELIVERY AND PERFORMANCE AT KEVRA OY'S REMEDIES

Just on time is the essence of the contract, and the Supplier shall perform the contract in every respect in accordance with KEVRA OY's instructions. All goods and services shall be in every respect up to the sample (where a sample has been given) and of the description and specification stated and up to the standard of previous approved supplies and services (if any) and shall in any event be in every respect fit for the purpose for which they are required and as indicated by their description and specification and shall be fit for use worldwide (or, otherwise, for use in such territory or territories as may be agreed specifically in writing by KEVRA OY). If the

Supplier shall delay the delivery of the goods and/or services or in any other way fail to perform the contract KEVRA OY shall have the right, without prejudice to any other remedies available to it, to cancel or modify any outstanding Purchase Order or part of it and make any such arrangements for the performance of the contract as it sees fit and debit the Supplier with the costs of so doing. KEVRA OY shall be under no liability to the Supplier as the result of any action taken by it under this clause.

### 17. CORRECTIVE ACTIONS

If the Supplier in any respect fails to fulfil the contract requirements and KEVRA OY in writing requests for Supplier's corrective actions to eliminate the cause for the nonconformity, defect, or other undesirable situation in order to prevent its recurrence, the Supplier shall promptly investigate the cause for the non-conformity and take all reasonable actions to eliminate it. A request for corrective action received from KEVRA OY shall be responded by the Supplier within fourteen (14) calendar days after the receipt of the request unless earlier response is specifically requested.

The response shall address corrective action implemented (or to be implemented) together with the effectiveness of the correction. In case the final corrective action cannot be initiated or positively determined within the fourteen calendar days, an interim reply reporting the current status of investigation and a date for the firm reply shall be furnished.

### 18. CANCELLATION OR MODIFICATION

If, for any other reason, KEVRA OY wishes to cancel or modify a Purchase Order it shall have the liberty to do so at any time but on so doing it will take over and pay an agreed price for any goods and/or services the manufacture and/or performance of which is completed in accordance with the contract. In relation to any goods or services in process of manufacture or performance KEVRA OY and the Supplier shall agree what action if any KEVRA OY shall take or what payment if any KEVRA OY shall make in respect thereof.

In any event, the maximum liabilities which may be imposed by the Supplier upon KEVRA OY shall be based on deliveries due in accordance with the agreed schedule, up to the date of cancellation.

### 19. FORCE MAJEURE

If KEVRA OY's processes are stopped, delayed or impeded by fire, flood, explosion, strike, lockout or any other form of industrial action, war hostilities, civil disturbances, governmental demand, regulation or prohibition, failure or delay on the part of any other supplier or by force majeure, or any other cause beyond the control of KEVRA OY any Purchase Order may be modified or cancelled by KEVRA OY as regards such part thereof as has not been executed by delivery to, or performance for, KEVRA OY of goods or services specified in such event, no liability shall attach to KEVRA OY by reason of such modification or cancellation.

### 20. LIABILITY FOR DEFECTS OR BREACH OF CONTRACT

Without prejudice to the rights of KEVRA OY under any condition, warranty or other terms to be implied by statute of common law under any term of this contract the Supplier shall indemnify KEVRA OY against any liability claim proceedings costs or damage (including any liability or loss incurred by KEVRA OY resulting from the failure of or stoppage of or interference with the production or manufacture of any equipment, goods or stock) caused by any defect in any goods supplied or work done by the Supplier or arising out of or caused by the execution of the contract or arising out of or caused by any breach by the Supplier of the contract

terms. In connection with any such liability, claims, proceedings, costs, loss or damage, the Supplier shall provide all such facilities, assistance and advice as KEVRA OY may request for the purpose of contesting the same and further shall if so requested by KEVRA OY accept as final and binding the decision of the Court of Helsinki in relation to the same and indemnify KEVRA OY against all legal costs and fees in connection therewith.

#### 21. WARRANTY

If KEVRA OY and the Supplier have agreed a form of warranty in relation to the goods and/or services of the contract, such warranty shall not restrict or affect in any ways KEVRA OY's right under the statute of common law or as set out in these conditions.

#### 22. BREACH OF CONTRACT OR LIQUIDATION

KEVRA OY shall have the right to terminate the contract with the Supplier forthwith if:

a) The Supplier shall fail to remedy any breach of these conditions within thirty (30) days of written request from KEVRA OY specifying the nature of the breach and requiring its remedy.

b) The Supplier shall go into liquidation, whether voluntary or compulsory (save for the purposes of amalgamation or reconstruction) or have a receiver of its assets appointed in any other way cease to carry on business in the normal way. Any such termination shall be without prejudice to the rights of KEVRA OY subsisting at the date of such termination. In the event of such termination KEVRA OY shall have the right to enter upon the premises of the Supplier in order to remove any of KEVRA OY's property and the Supplier and/or its liquidator or receiver shall ensure that all necessary assistance is afforded to KEVRA OY in order to affect such entry and removal.

#### 23. LIABILITY FOR CLAIMS

In the event of the enclosed Purchase Order involving the carrying out of work by the Supplier and/or premises of KEVRA OY, the Supplier will keep KEVRA OY indemnified against:

a) All fines, penalties, loss (including loss of profits) and costs incurred by reason of the Supplier's breach of any statute by law or regulation.

b) Any liability, loss (including loss of profit) claim or proceedings whatsoever under the statute of common law in respect to personal injury to death of any person whomsoever, in respect of any injury or damage whatsoever to any property real or arising as a result of any act or omission of the Supplier or as a result of the negligence of the Supplier.

The Supplier will adequately insure against its liability arising out of the provisions of this clause and will produce to KEVRA OY, on demand, the policies of insurance with current renewal receipts therefor.

#### 24. SUPPLIER'S DECLARATION

The Supplier agrees to abide by sound business practices and legislation, regulations, and other stipulations applicable to the delivery, and to otherwise act in line with acceptable ethical practices. These include antitrust and competition legislation, such as the ban on acquiring confidential information from third parties through inappropriate means and the ban on the illegal use or assignment of third-party confidential information, and legislation related to the company's operations, such as legislation related to administration, product security and liability, occupational health and security, labour, environment, human rights, privacy, and equal opportunities.

The Supplier does not give or receive bribes, nor participate, contribute, or accept any activity related to bribes or corruption.

The Supplier warrants that the Supplier's operations and products meet the requirements of the data protection legislation valid at any given time, including built-in data protection by default. If the Supplier receives KEVRA OY- related personal data for processing, the Supplier undertakes to comply with all the rules referred to in Article 28 of the EU General Data Protection Regulation and to conclude a separate data protection agreement in this regard.

#### 25. CONFIDENTIALITY

The Supplier agrees not to inform this contract or any details of it to any person, firm, or company except with KEVRA OY's permission in writing.

#### 26. CLAUSE HEADINGS

The clause headings are inserted for convenience only and do not affect the construction of these terms and conditions.