

1. General conditions

1.1 The general purchase conditions (GPC) apply to any purchase or provision of services between Edaetech and the supplier.

1.2 By accepting a purchase order from Edaetech, the supplier accepts what is defined in the different points of these GPC, namely that the GPC prevail over any sales conditions of the supplier.

1.3 These GPC are deemed accepted from the moment the supplier accepts this document.

1.4 Any Edaetech purchase process shall be based on the existence of a contract/purchase order or both. Only purchase orders placed in writing and sent by your purchasing department are binding on Edaetech.

Note: For purchases of subcontracted aeronautical products or services, the following annexes shall be sent with all purchase orders:

- **Annex I – Aeronautical Product Purchase Order**
- **Annex II – Aeronautical Product Subcontracting**

2. Scope of Supply

2.1 Upon accepting an order, the supplier acknowledges/accepts:

2.1.1 Their ability to carry out the purchase order.

2.1.2 The purchase order must be strictly fulfilled in accordance with the specifications, requirements, quantities and deadlines stipulated therein.

2.1.3 No change to the process, origin, quality of materials or services/equipment may take place without prior knowledge and consent of Edaetech.

2.1.4 In the event of non-compliance with the preceding paragraph, Edaetech reserves the right to reject the materials/services/equipment mentioned in the relevant purchase order.

2.1.5 The supplier must report in a timely manner any conditions that may make the execution of the previously agreed purchase order unfeasible and propose alternatives, Edaetech reserving the right to accept or reject them.

3. Confidentiality

3.1 The supplier undertakes to maintain the confidentiality of the data, documents and other information provided to them to comply with the terms of the purchase order. They also undertake not to use any information or part of the above information for their own benefit or that of third parties.

3.2 This commitment is extended to all the supplier's employees, as well as to subcontracted suppliers, and the supplier must secure this guarantee.

3.3 The supplier may not resort, without prior agreement from Edaetech, to subcontracting all or parts of components/services or other goods.

3.4 Having Edaetech's consent to subcontract part of or all of a purchase order, the supplier shall be liable to Edaetech for correct execution/supply of the purchase order.

4. Purchase Order Acceptance

4.1 Acceptance of the purchase order must be made by sending a copy of the purchase order to Edaetech, or on hard copy duly signed to the purchasing department. In the absence of confirmation by the supplier, within 24 hours, the purchase order is deemed accepted.

For aeronautical product order confirmation is mandatory.

5. Delivery

5.1 All delivery terms are as agreed upon when negotiating the purchase order. They also include all components, packaging, accessories and devices needed for proper packaging of the goods or assets involved.

5.2 Deliveries must be made on the agreed dates and times.

5.3 If the purchase entails the need to deliver specific documentation (certificates of conformity, reports, technical documentation, etc.), the receipt shall only be issued after receipt thereof. Likewise, any and all documentation, sample pieces, means of production assistance, provided to the performer must be returned to Edaetech as they are the latter's property.

6. Quality

6.1 The supplier commits to providing the agreed quality and requirements.

- Employees aware of their contribution to the conformity of the product/service;
- Employees aware of their contribution to product safety, namely the prevention of counterfeiting.

6.2 Signature of the delivery documents (delivery notes, transport or other documents) upon delivery of the purchase order does not entail acceptance thereof.

6.3 Edaetech can always complain to the supplier demanding replacement, correction or return of the product/item in question.

6.4 Non-conformities shall be raised whenever anomalies, failures, errors, delays, poor packaging or non-compliance with the requested technical specifications are found.

6.5 Acceptance or use of a product by way of derogation can only be done with the approval of Edaetech's Quality Department.

7. Supplier qualification and assessment

A supplier must be qualified on first delivery.

Whenever GPC are revised, they are sent to all suppliers assessed in the preceding year, and whenever a new supplier opens, they are sent upon qualification.

Suppliers are assessed annually.

7.1. Assessment criteria for suppliers

7.1.1. Suppliers of raw materials, components, consumables and services/subcontracting

- a) Amount
- b) Packaging
- c) Deadline
- d) Visual Aspect
- e) Dimensions
- f) Certificates (Dimensional Report/Compliance Certificate/Raw material (when RM is the supplier's responsibility)/Other certificates)

7.1.2. Transport providers

- a) Amount
- b) Packaging
- c) Deadline

7.2. Definition of categories

Category A – Supplier qualification index = 90 - 100%

Category B – Supplier qualification index = 60 - 89%

Category C – Supplier qualification index = 0 - 59%

A supplier is qualified provided that the score obtained is equal to or greater than 60%.

When a supplier moves from category A to B, an email is sent with the information that they fell from category and which criteria entailed this change.

When a supplier moves to category C, they shall be asked to send the corrective action plan to be implemented in order to remedy non-compliant items.

For a new supplier, the rule previously defined is applied only after the third supply.

7.3. Frequency of sending assessment results

Results shall be sent on an annual basis to suppliers who change categories during this period.

7.4. Requalification of suppliers

The process of requalifying a supplier shall involve presentation of a set of corrective actions to be implemented in the process in question in order to remedy the non-compliant items.

During the following three deliveries, the supplier qualification index should exceed 80%.

8. European Legal Obligations

8.1 Communication in the supply chain

Each player in the supply chain may take on one or more roles. Depending on their role, stakeholders have different obligations, whether they be manufacturers, importers, single representatives, distributors or downstream users.

Therefore, it is the supplier's responsibility to ensure that the goods and/or services provided to Edaetech comply with the following legislation:

- Decree-Law no. 79/2013, of June 11th (RoHS act), rectified by Statement of rectification no. 35/2013, of August 5th, transposing into national law Directive no. 2011/65/EU, of the European Parliament and the Council, of June 8th, 2011, on the restriction of use of certain hazardous substances in electrical and electronic equipment.

- Regulation (EC) no. 1907/2006 of the European Parliament and the Council of December 18th, 2006 on the registration, assessment, authorisation and restriction of chemical substances (REACH).

- CRE Regulation (Regulation (EC) no. 1272/2008 on classification, labelling and packaging) is based on the United Nations Globally Harmonised System (GHS) and aims to ensure a high level of protection of health and the environment, as well as free movement of substances, mixtures and articles. Products placed on the market in accordance with article 45 of CRE/ANNEX VIII, and information submitted on the anti-poison centres notification portal on the European Chemicals Agency (ECHA) website.

- Regulation (UE) 2019/1021 of the European Parliament and the Council of June 20th, 2019, concerning persistent organic pollutants (POPs).

Persistent organic pollutants are chemical substances of synthesis or by-products of industrial processes that have a high degree of toxicity, persist in the environment, accumulate in living organisms. In addition to being very toxic, they are also difficult to degrade and bioaccumulate, which makes them highly dangerous to human health and the environment. Propagation through air, water or migratory species, crossing international borders and reaching regions where they have never been produced or used.

- As part of its environmental protection responsibilities, the Union approved, on 19 February 2004, the Protocol to the 1979 Convention on Long-Range Transboundary Air Pollution on Persistent Organic Pollutants (hereinafter referred to as "Protocol") and, on 14 October 2004, the Stockholm Convention on Persistent Organic Pollutants (hereinafter referred to as 'the Convention')
- In order to ensure a coherent and effective implementation of the Union's obligations under the Protocol and the Convention, it is necessary to adopt a common legal regime, within which measures are taken in particular to eliminate the manufacture, placing on the market and use of deliberately manufactured POPs. In addition, the characteristics of POPs should be taken into account in the context of the relevant Union assessment and authorization systems.

- Regulation (EC) no. 1005/2009 of the European Parliament and of the Council of 16 September 2009 on substances that deplete the ozone layer, known as ODS (Ozone Depleting Substances).

- Regarding its responsibilities for the environment and trade relations, the Community, in accordance with Decision 88/540 / EEC of the Council JO L 297 of 31.10.1988, became a part in the Vienna Convention for the Protection of the ozone and the Montreal Protocol on substances that deplete the ozone layer (referred to as "the Protocol").
- Many ODSs are greenhouse gases, but are not regulated by the United Nations Framework Convention on Climate Change and its Kyoto Protocol, based on the principle that the Protocol will determine its phasing out. It is necessary to minimize and eliminate the production and use of the ODSs, using alternatives that are able to reduce the global warming potential.

- Marketing of raw materials, whose minerals and metals imported into the EU do not come from conflict zones.

- Strasbourg agreement, November 22nd 2016IP/16/3931 for the creation of a regulation by EU institutions, must secure sustainable supply for more than 95% of all imports of tin, tantalum, tungsten and gold in the EU, which shall be covered by due diligence provisions from January 1st, 2021.
- As defined in 2010 by the legislation of the United States of America, in the Dodd-Frank Wall Street Consumer Protection and Reform Decree, Section 1502 (e) (4).

If they do not comply, they must report it in writing to Edaetech through our Purchasing contact and cannot be part of our value chain.

9. Ethical and Good Conduct Principles

The supplier guarantees respect for social principles:

- 9.1** Employees aware of the importance of ethical behaviour.
- 9.2** Do not resort to child labour.
- 9.3** The supplier does not use forced labour or practices that discriminate against workers.
- 9.4** The supplier guarantees that they have the best practices in place that respect integrity and professional secrecy.
- 9.5** The supplier guarantees fulfilment of their legal obligations.

Failure to comply with any of these social principles entitles Edaetech to replace the supplier.