



1. SCOPE

These General Terms and Conditions (“GTC”) apply to all purchase of goods by Aero Norway AS (“AN” or “**Buyer**”), a company organized under the laws of Norway, from any supplier (“**Supplier**”) unless otherwise agreed in writing. Any terms and conditions of the Supplier that conflict with or deviates from the GTC shall not apply unless expressly accepted by the Buyer in writing.

Buyer and Seller are collectively referred as “**Party**” or “**the Parties**”.

GTC together with the Purchase Order collectively referred as the “**Agreement**”.

These GTC apply to all purchases of goods by Aero Norway AS and are available at [General Terms & Conditions - Aero Norway](#). By accepting the Purchase Order or delivering the goods to the Buyer, the Supplier confirms its agreement to GTC, unless explicitly agreed otherwise.

2. DEFINITION AND ACRONYMS

2.1. Definitions

Any expression in the singular number shall include the plural and vice versa. In these GTC, the following terms shall have the following meanings:

“**Business days**” means any day other than a Saturday, Sunday, or public holiday in the country where the Buyer is located, on which commercial banks are open for business.

“**Defective Goods**” means goods that do not function properly or are damage (e.g. broke sensor, damaged turbine blade).

“**Effective Date**” means that those GTC shall become effective and binding upon the Parties on the date the Purchase Order is signed by both the Buyer and the Supplier, or on the date the Buyer issues the Purchase Order, whichever occurs first. The Effective date shall be used to determine the commencement of the obligations and rights of the parties as stipulated in this Agreement.

“**Goods**” means the parts, components, assemblies, tools, or Goods, including but not limited to CFM56 engine parts, accessories, and any associated materials, or documentation, that are provided by the Supplier under the terms of this Agreement and defined in the Purchase Order. This includes any components supplied for the repair, overhaul, maintenance, or modification of CFM56 engines.

“**Non-Conforming Goods**” means goods that do not meet the specification, certification, traceability or delivery requirement, even if they work properly. (e.g. missing an EASA Form 1, incorrect part number or wrong packaging).

“**Purchase Order**” means any written order issued by the Buyer for the purchase of Goods under these GTC, which sets out the specific details of the transaction, including but not limited to the description, quantity, price, delivery terms, and any additional terms and conditions. Each Purchase Order shall form an integral part of the Agreement and shall become binding upon the Supplier's acceptance, either expressly or by commencement of performance.

2.2. Acronyms

Acronyms	Full Term
CISG	The United Nation Convention on Contracts for the International Sales of Goods
CoC	Certificate of Conformity
EASA	European Aviation Safety Agency
EU	European Union
FAA	Federal Aviation Administration
GTC	General Terms and Conditions



OCM	Original Component Manufacturer
OEM	Original Equipment Manufacturer
OFAC	Office of Foreign Assets Control
UN	United Nations
US	United States of America
USD	United States Dollar

3. PURCHASE ORDER, PRICE AND PAYMENT TERMS

The price for the Goods shall be as stated in the Purchase Order and shall include all taxes, shipping and handling costs unless otherwise agreed.

Payment shall be made within sixty (60) days following receipt of a duly issued and undisputed invoice, together with all required supporting documentation, or as otherwise agreed and stipulated in the Purchase Order.

If, in the reasonable opinion of the Buyer, the invoice is incomplete, insufficiently documented, or otherwise disputed, the Buyer may return the invoice to the Supplier without payment, stating the reason for rejection. In such case, the invoice shall not be deemed received until a corrected and properly documented invoice is submitted.

The Buyer shall be entitled to audit, at the Supplier's premises or those of any of its subcontractors, all payments made under the Agreement. Such audit rights shall apply during the term of the Purchase Order and for a period of two (2) years following the end of the calendar year in which the Goods were delivered.

4. MODIFICATION OF THE PURCHASE ORDER

Modification Rights. The Buyer reserves the right to make changes to the Purchase Order,

including but not limited to changes in quantities, drawings, designs, and delivery schedules, at any time. Such modifications shall not be binding upon the Buyer unless confirmed in writing.

Notification of Changes. The Supplier shall immediately notify the Buyer in writing of any changes that affect the Goods subject to the Purchase Order, including modifications to drawings, specifications, or design.

Supplier's obligations. The Supplier shall not make any changes to the Goods, including design, material, or manufacturing process, without the prior written consent of the Buyer. Any changes made without written approval may result in the rejection of the Goods, and the Supplier may be held responsible for any costs or damages incurred.

Regulatory Compliance. Any changes to the Goods, whether initiated by the Supplier or the Buyer shall comply with all relevant regulations, including EASA Part-145, Norwegian aviation law, and any other applicable regulatory requirements. The Supplier shall obtain all necessary approvals or certification for any such changes as required by law or regulation.

5. PACKING, DELIVERY AND DELAYS

Unless otherwise specified, all packing, and packaging shall comply with the requirements set forth in ATA Spec 300 and manufacturer instruction to prevent damage during transportation.

Each shipment must be clearly marked with the relevant Purchase Order or Purchase Order number on the outside of the package. Unmarked shipments may be refused and returned at Supplier's expense.

The Buyer shall issue a Purchase Order in writing specifying the quality, specification, and delivery date for the Goods. The Supplier agrees to deliver the Goods to the location specified by the Buyer in the Purchase order in accordance with the agreed Incoterms 2020.

The applicable Incoterms 2020 shall be those specified in the relevant Purchase Order. In the



absence of such specification, the following Incoterms shall apply by default:

Delivery and re-delivery shall be made EXW (Ex-Work) Incoterms 2020 ® at AN's Facility.

The Supplier shall promptly notify the Buyer in writing if any delay is anticipated in the delivery of the Goods. In the event of any failure to deliver the Goods on the specified due date, or any revised delivery date subsequently agreed upon, the Buyer shall have the right to claim damages for any additional costs incurred as a result of the Supplier's failure to deliver the Goods as per the agreed schedule. This right is in addition to any other rights or remedies the Buyer may have under the Agreement or applicable law.

If the Goods delivered by the Supplier do not meet the quality requirements or specifications set out in the Agreement, the Buyer shall have the right to reject the Goods within a reasonable time after delivery, at no cost to the Buyer. The Supplier shall bear the cost of returning any rejected Goods.

In the event that the Supplier fails to deliver Goods that meet the agreed specifications, the Buyer shall have the right to source replacement Goods from an alternative supplier. The Supplier shall be liable for any additional costs incurred by the Buyer in purchasing the Goods from another source.

The Buyer reserves the right to claim any further damages, including but not limited to consequential losses, caused by the delay in delivery or the non-conformity of the Goods.

6. TITLE AND RISK OF LOSS

Title transfer. Title to the Goods shall pass to the Buyer upon delivery in accordance with the Incoterms 2020 as specified in the Purchase Order or the Supplier's Contract. In the event that the Buyer has made any payment for the Goods prior to delivery, title to the Goods shall transfer to the Buyer upon receipt of such payment.

Risk of Loss or Damage. The risk of loss or damage to the Goods shall remain with the Supplier until delivery is completed in

accordance with the Incoterms 2020. If the Goods are lost or damages between the issuance of the Purchase Order and the point of delivery, the Supplier shall be responsible for taking all necessary actions to rectify the situation, including repairing or replacing the damages or lost Goods, at no cost to the Buyer.

Supplier's Responsibility for Measures. The Supplier shall bear all costs associated with any necessary measures to ensure the Goods are delivered in accordance with the terms of the Purchase Order. This includes any actions required to remedy any loss, damage, or non-compliance with specification that may occur prior to delivery.

7. SUBCONTRACTING

The Supplier shall not subcontract any work under the Agreement related to maintenance, overhaul, repair, or airworthiness releases without prior written consent from the Buyer. All subcontractors must hold appropriate EASA or equivalent approvals.

8. WARRANTY

General Warranty. The Supplier guarantees that the Goods delivered under the Purchase order shall cumulatively: (i) Conform in all respects to the specification and requirements of the Agreement. (ii) Be free from any defect in design, material, and workmanship. (iii) Be suitable for the intended purpose.

The general warranty period shall commence on the date of delivery and remain valid for two (2) years thereafter ("**General Warranty Period**").

Warranty work. If Supplier performs any warranty work within the General Warranty Period, the Supplier warrants the affected parts of the Goods for an additional one (1) year from the date of completion of the warranty work or for the remaining period of the General Warranty Period, whichever is longer.

Engine-Related Parts Warranty. For engine-related parts, Supplier warrants that each Part Repair will be free from defects in material and workmanship when used under proper and normal conditions. This warranty is valid for: Eighteen



(18) months from the date of delivery to Buyer; or Four Thousand (4,000) operating hours

Whichever occurs first (the “**Engine-Related Parts Warranty Period**”).

Defects and Notification. If, before the expiry of the Original Warranty Period or the Engine-Related Parts Warranty Period (“**The Warranties Periods**”): (i) The Goods are found to have a defect at the time of delivery, or (ii) A defect arises for which the Suppliers is responsible under this Section.

Then the Supplier shall be liable for the defect provided that the Buyer notify the Supplier in writing of any Defect and its description within thirty (30) days of the defect becoming apparent and no later than thirty (30) days after the expiration of the Warranties Periods. The Supplier’s warranty obligations are limited to the defects that arise within the applicable warranty period.

Remedies. In the event of any defect covered by this Warranty and Guarantee Section: (i) Supplier shall, at its own cost, promptly repair or replace the Defective Goods or parts. (ii) The Buyer is entitled to rectify the defect itself or through a third Party if Supplier fails to act in a timely manner. In such case, Supplier shall reimburse all necessary costs incurred. (iii) In addition, the Buyer may also claim damages for the defect in accordance with the applicable law.

9. COMPLIANCE, CERTIFICATION AND TRACEABILITY

The Supplier shall ensure that the Goods delivered to Buyer are in full compliance with all applicable laws, regulations, and requirements set forth by the relevant public authorities, including but not limited to Regulation (EU) No. 1321/2014 on the continuing airworthiness of aircraft and aeronautical products, parts, and appliances, and the approval of organizations and personnel involved in these tasks (EASA Continuing Airworthiness Regulation), the requirement of EASA Part-145 and Part M (as applicable).

Each delivery of Goods must be accompanied by all required documentation, including: (i)

FAA/EASA Dual release (Form 8130 / EASA Form 1) for all engine-related components. (ii) Certificate of Conformance (CoC), (iii) Maintenance records and traceability documentation back to the last operator or OEM, where applicable

All goods must be fully traceable to the source of manufacture or overhaul. Supplier shall retain relevant records for a minimum of ten (10) years (or as otherwise required by applicable law or regulation) and shall provide such records to Buyer or regulatory authorities upon request.

10. NON-CONFORMING GOODS

The Supplier shall immediately notify Buyer in writing if any non-conformance is detected in delivered or pending Goods. Non-Conforming Goods shall not be shipped unless Buyer provides prior written approval. If non-conforming Goods are delivered without Buyer’s prior approval, Buyer reserves the right to reject the Goods and return them at the Supplier’s cost and risk.

If any Goods are found to be non-conforming after delivery, the Supplier shall, at Buyer’s sole option, promptly repair, replace, or credit the Goods at no cost to Buyer. This is without prejudice to Buyer’s right to claim damages or take further remedial action.

11. COUNTERFEITS PARTS

Supplier is hereby notified that the use and delivery of counterfeit or unapproved Goods is of critical concern to AN.

Supplier shall not sell, any counterfeit, unapproved or suspects parts to AN under this Agreement.

Supplier shall sell Goods from the OEM, OCM or their authorized distributor chains. Use of parts sourced from independent distributors or brokers is strictly prohibited unless prior written approval has been obtained from Buyer.

12. HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE

When the Supplier perform any work or service on premises owned or controlled by the Buyer,



the Supplier shall ensure the safety of its personnel and all other who may be affected by such activities. The Supplier shall comply with all applicable health, safety, and environmental laws, as well as the Buyer's internal safety regulations and procedures.

13. QUALITY ASSURANCE, ACCESS, AND AUDITS RIGHTS

The Supplier shall maintain an effective, documented, and certified quality assurance system that complies with applicable aviation industry standards and, when relevant, with EASA Part 145 requirements. The Supplier shall ensure that all Goods are produced, tested, inspected, packaged, and shipped in accordance with the agreed specifications, drawings regulations and applicable airworthiness standards.

The Supplier shall grant Buyer, its supplier, regulatory authorities (including EASA), and third-party certification bodies unrestricted access to premises, records and personal for inspection, audits, or verification purposes, as necessary to ensure compliance with EASA 145.A.140, AS 9110:2018, and other applicable regulations. This includes any relevant subcontractors.

This access shall be provided upon reasonable notice and during normal business hours, or immediately in case of safety, airworthiness, or compliance concerns.

Such audits may include, without limitation, verification of certifications, traceability of parts, quality systems and adherence to export control and safety requirements. The Supplier shall cooperate fully and implement corrective actions where deficiencies are identified. This obligation shall survive the termination or expiration of the Agreement for as long as is necessary to ensure compliance with all applicable standards and regulations.

14. INSPECTION AND ACCEPTANCE

The Supplier shall ensure that all Goods delivered under the Agreement have been properly inspected, tested, and certified in accordance with applicable technical, airworthiness and regulatory standards,

including EASA Part-145 requirements where applicable.

The Supplier shall ensure that the Buyer, or any third party appointed by the Buyer, is offered the opportunity to inspect or witness the testing of the Goods, either at the Supplier's facilities or any other relevant location. Such witnessing, if conducted, shall not relieve the Supplier of any of its responsibilities, warranties, or liabilities under the Purchase Order.

The Goods shall remain subject to final inspection and acceptance, or rejection, by the Buyer upon arrival at the agreed delivery destination as specified in the Purchase Order. Any acceptance by the Buyer shall not waive any rights relating to latent defects, non-conformities, or breaches of warranty identified after delivery.

15. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

The Supplier shall ensure compliance will all applicable privacy laws and regulations, including but not limited to the European Union's General Data Protection Regulation (GDPR), and any other laws relating to the processing and protection of personal data, as well as any applicable intellectual property rights. This includes, but is not limited to, the protection of patents, copyrights, trademarks, and trade secrets relating to the Goods, and the proper licensing and permits for any products supplied under this Agreement.

If the execution of the Purchase Order requires any license, permit or approval from any regulatory authority in the country of shipment or origin, the Purchase Order shall be conditional upon such license, permit, or approval being available at the relevant time. The Supplier shall be fully responsible for obtaining and maintaining all necessary licenses, permits, and approvals required for the lawful provision of the Goods.

The Supplier agrees to protect, indemnify, and hold harmless the Buyer and its personal from and against any and all liabilities, claim, losses, damages, or expenses, including legal fees and costs, arising from any action, suit, or litigation



related to the use, resale or possession of the Goods supplied under this Agreement, including claims regarding intellectual property rights (patents, copyrights, trademarks, etc), foreign or domestic, or violations thereof.

The Supplier shall promptly notify the Buyer in writing if any claims are made against the Goods related to intellectual property rights or if any third-party intellectual property rights are violated during the provision or use of the Goods. The Supplier shall take all necessary actions to resolve such claims, including any necessary settlement or defence of the Buyer's right, at its own expense.

16. PROPRIETARY RIGHTS AND CONFIDENTIALITY

Commercial and Technical information, including drawings, documents, computer programs, and any copies thereof, provided by Buyer to Supplier shall remain the exclusive property of Buyer. All information delivered by Supplier to Buyer shall also be the property of Buyer. The Supplier agrees that information provided by Buyer shall not be used for any purpose other than the execution of the Agreement.

Upon expiry or termination of the Agreement, all documentation, computer, programs and copies thereof provided by the Buyer, as well as any Supplier-provided information that is considered Buyer's property, shall be promptly delivered to Buyer, unless otherwise agreed in writing.

All information disclosed by Buyer, whether oral or written, shall be considered Confidential information ("**Confidential Information**"). The Supplier acknowledges that such Confidential Information shall be kept strictly confidential and shall not be disclosed to any third party without the prior written consent of Buyer, except to those employees, professional advisors, or affiliates of Supplier who have a legitimate need to know such information, provided that these third parties are bound by confidentiality obligations that are no less restrictive than those contained in this Agreement.

The Supplier shall use Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not use the information for any other purpose.

The confidentiality obligations stated in this Section shall survive for a period of five (5) years from the date following the disclosure of the Confidential Information.

Confidential Information does not include information that is publicly known, lawfully obtained from a third party, or required to be disclosed by law or court order. In such cases, the Supplier must promptly notify the Buyer in writing of such requirement and take all reasonable steps to minimize the disclosure.

17. FORCE MAJEURE

Neither Party shall be considered in breach of the Agreement to the extent that it can establish that performance of its obligations has been prevented, hindered, or delayed by an event of Force Majeure ("**Force Majeure Event**").

Force Majeure Event means any event or circumstance beyond the reasonable control of the affected party, which could not have been reasonably foreseen at the time of entering into the Agreement, and which could not reasonably have been avoided or mitigated. Such events may include, but are not limited to, acts of God, war, terrorism, strikes, lockouts, pandemics, natural disaster, changes in law or regulation.

In the event of a Force Majeure Event, the affected party shall promptly notify the other Party in writing, provided full details of the event, its expected duration, and its impact on the ability to fulfil the obligations under the Agreement. The Party invoking Force Majeure shall take all reasonable steps to minimize the impact of such event on the performance of the Agreement.

The Party invoking Force Majeure shall bear its own costs arising from the Force Majeure Event and shall not be entitled to any extension of time or relief from its obligation under this Agreement, except to the extent caused by the Force Majeure Event. The Supplier shall not be relieved from its obligations to mitigate any losses arising from the event.



Notwithstanding the foregoing, if the event of Force Majeure persists for a period exceeding ninety (90) days, either Party has the right to terminate this Agreement by written notification.

18. INSURANCE

The Supplier shall obtain and maintain, at its own expense, all insurance coverage required by applicable laws and regulation, as well as insurance necessary to cover the Supplier's responsibilities and liabilities under the Agreement.

The Supplier's obligations under the Purchase Order shall not be limited or waived by the insurance coverage required under this Section.

Upon Buyer's request, the Supplier shall provide certified copy of the insurance policies and certificates, including details of coverage, limits, and any other relevant information.

19. LIABILITY

Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including loss of profit, revenue or business opportunities arising out of or relating to this Agreement, except in case of gross negligence, wilful misconduct, or breach of confidentiality, intellectual property, or data protection obligations. The Party total cumulative liability under this Agreement shall not exceed the value of the affected Purchase Order, unless otherwise agreed in writing or required by the applicable law.

20. INDEMNIFICATION

The Supplier shall be responsible or and shall indemnify and hold harmless the Buyer, its officers, employees, agents, and representatives from and against any and all claims, demands, proceedings, actions, damages, losses, costs, liabilities, and expenses arising out of or in connection with any damage, loss or injury (including death) to any person or property, resulting from or arising out of the Supplier's negligence, acts, omissions, or breach of this Agreement, regardless of whether any negligence, acts, or omissions of the Buyer contributed to such injury, death or property

damage. This indemnity obligation shall extend to any claims related to the Goods, including but not limited to defects in the Goods, non-compliance with safety and regulatory standards, or failure to meet agreed specifications.

21. TAXES AND DUTIES

All taxes, tariffs, fees, duties, and any other governmental charges assessed by national, local, or foreign authorities having jurisdiction, against Supplier in connection with the Goods under this Purchase Order at its place of business and at place of execution of the Agreement, shall be for Supplier's account.

22. EXPORT REGULATIONS

The Supplier will comply with laws, regulations, directives, and orders of the United States ("US"), the United Nations ("UN"), the European Union ("EU"), the European Free Trade Association, Norway, and any other applicable authority relating to economic sanctions, trade embargoes, and other restrictions on exports, re-exports, import, transfer or resale of goods, services, technology, software, technical assistance and brokering services, including, without limitation, sanctions laws administered by the US department of the Treasury, Office of Foreign Assets Control ("OFAC"); the US Export Administration Regulations administered by the US Department of Commerce, Bureau of Industry and Security; the EU Dual Use Regulation (Council Regulation No. 428/2009 as amended); the UK Export Control Order 2008 (as amended); and any export control laws, regulations, orders or directives in force in Norway ("Sanction and Export Control Laws").

The Supplier shall be responsible for applying for, obtaining, and maintaining all required export licenses and approvals and complying with all applicable export reporting requirements. It shall be a condition precedent to the Buyer's obligations under this Agreement that all necessary and desirable export licenses and approvals will be granted and continue in effect during the term of this Agreement.



In respect of any Exported Goods and services under this Agreement, the receiving Party agrees not to: (i) Dispose of any exported Goods and services subject to any applicable Export Control Laws other than in the country of destination identified in any government license or authorization from the relevant exported Goods; and (ii) Lease, exchange or dispose of any exported Goods and services subject to any applicable Export Control Laws or regulation to any country, company or individual that is either: (a) Required by applicable Export Regulation Laws and regulation to hold a license to receive the Exported Goods and services (and does not hold the required license); or (b) Is prohibited from receiving the Exported goods and services subject to Export Control License, as amended from time to time.

The activities under this Agreement may be subject to applicable export control licensing requirements which may change from time to time. Each party shall, upon request, provide reasonable assistance to the other Party in such Party's effort to obtain any applicable export license required for its exports or re-exports.

The Buyer does not assume any responsibility for obtaining export licenses or approvals related to the goods and will not be held liable if the Supplier fails to obtain or maintain such licenses or approvals.

If the export of any goods and services is restricted or becomes subject to special controls under any applicable Sanctions and Export Control Laws or regulations, the Supplier shall be responsible for addressing and complying with such restrictions.

In the event that the Supplier is unable to comply with the Sanction and Export Control Laws requirements for any goods under this Agreement, the Buyer shall have the right to reject or return those goods at the Supplier's expense. The Buyer shall not be liable for any failure to accept delivery or any delays in receiving goods caused by the Supplier's failure to meet the export control requirements.

23. COMPLIANCE WITH LAWS AND ETHICAL STANDARDS

Each party shall at all times comply with applicable laws and regulations relating to bribery, corruption, money laundering, fraud, export controls, and sanctions, including but not limited to the Norwegian Penal Code, the UK Bribery Act, the US Foreign Corrupt Practices Act, and relevant sanctions regulations imposed by the UN, EU, US (OFAC), UK, Norway, or any other applicable authority ("Sanctions and Anti-Corruption Laws").

The Supplier represents and warrants that it is not: (i) listed on or 50% or more owned or controlled (directly or indirectly) by any person or entity listed on, any sanction list maintains by OFAC's List of Specially Designated Nationals and Blocked Persons or otherwise subject to US blocking sanctions under Executive Orders or OFAC regulations, or sanction administered by the UN, the EU, the Norwegian Ministry of Foreign Affairs, or any other relevant authority. (ii) ordinarily resident in, or organized under the laws of, any country or territory subject to comprehensive international sanctions, including but not limited to Russia, Crimea, Cuban, Iran, North Korea, Sudan, Syria, or any other territory subject to similar sanctions after the date of this Agreement ("Restricted Territory"). (iii) A government entity, agency, or instrumentality, or 50% or more owned or controlled by, or otherwise part of the government of a Restricted Territory.

The Supplier will not, directly, or indirectly: (i) Sell, export, re-export, transfer or otherwise make available any Goods purchased (i) to any entities, individuals or vessels listed, or entities 50% or more owner or otherwise controlled (directly or indirectly) by entities or individuals listed, on any Sanctions List (whether designated by name or by reason of being included in a class of person); (ii) to any end-use that would export Buyer to a risk of violating any Sanction and Export control Laws; (iii) to any entity, individual or vessel located in, or in the territorial waters of, a Restricted Territory, including (a) the government of, an agency or instrumentality of the government or, or an entity owner or controlled by the government of, any Restricted Territory; (b) an entity located in, organised under the laws of, headquartered in, with a



principal place of business in, or otherwise operating from a Restricted Territory; or (c) an individual from, located in, or ordinarily resident in a Restricted Territory; (iv) to a non-Restricted Territory with knowledge or reason to know that the Goods will have its end use in a Restricted Territory; or (v) to a non-Sanctioned Party with knowledge or reason to know that the Goods will be for end use by a Sanctioned Party. (ii) Offer, give, solicit, or accept any improper benefit, advantage, gift, or payment in relation to this Agreement.

Respect for Human Rights. The Supplier undertakes to respect internationally recognized human rights, including the United Nation Guiding Principles on Business and Human Rights, the ILO Declaration on Fundamental Principle and Rights at Work, the International Covenant Civil and Political Rights and on Economic, Social and Cultural Rights, and applicable laws relating to human rights. Where there are discrepancies between the aforementioned laws and regulations, the strictest requirements shall apply.

Buyer's General Compliance. The Buyer acknowledges that is also subject to applicable anti-corruption, sanctions, and export control laws, and shall not knowingly require the Supplier to act in breach of such laws.

Notification Obligations. The Supplier shall promptly notify the Buyer in writing if it: (i) Of any circumstances that indicates that any Goods may have been sold, exported, reexported or otherwise diverted to a prohibited end-user, destination, or end use; or (ii) If Supplier, any of its shareholder or of its respective directors, officers, agents, employees, or any party acting on behalf of any of them becomes identified on any Sanction List.

Remedies and Termination. Without prejudice to any other right or remedies that the Supplier may have under the Agreement or at law (including, as applicable, the right to damages for breach of contract), the Buyer shall have the right to suspend or terminate this Agreement with immediate effect, without liability if: (i) The Supplier breaches any of the warranties under this Article, or (ii) The Supplier is listed or become listed on a Sanction

List and/or violates or causes the Buyer to violate Sanctions and Export Control Laws in connection with the Agreement, or (iii) A final, binding legal decision confirms a material breach of applicable anti-corruption, sanctions, or export control laws by the Supplier. Such breach shall be deemed a material breach of contract, and the Buyer shall be entitled to claim damage, losses or costs resulting from such breach.

24. PROHIBITION ON SALE, EXPORT, AND RE-EXPORT TO THE RUSSIA FEDERATION

The Parties shall not sell, export or re-export, directly or indirectly, or for use to the Russia Federation any Goods supplied under or in connection with this Agreement that fall under the scope of the lasted version of Section 19g of the Norwegian regulation of 15 August 2014 No. 1076 which implements Article 12g of Council Regulation (EU) No 833/2014 concerning restrictive measures concerning actions undermining or threatening the territorial integrity, sovereignty, independence, and stability of Ukraine, as amended from time to time.

The Parties shall undertake its best efforts to ensure that the purpose of this Article is not frustrated by any third parties further down the commercial chain, including by possible resellers.

The Parties shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Article.

Any violation of this Article shall constitute a material breach of these Agreement, and the innocent Party shall be entitled to seek appropriate remedies, including, but not limited to: (i) immediately terminate this Agreement with the effect that the goods shall be returned to the Supplier at the guilty Party's cost; and (ii) Penalty from the guilty party of [25] % of the total value of this Agreement or the price of the goods exported, whichever is higher.



The Party shall immediately inform the innocent Party about any problems in applying this Article, including any relevant activities by third parties that could frustrate the purpose of this Article. The Party shall make available to the Innocent Party all reasonable information concerning compliance with the obligations under this Article as soon as reasonably practical and always within one week from receiving a request for such information.

25. PROHIBITION OF TRANSFER AND USE OF INTELLECTUAL PROPERTY RIGHTS TO THE RUSSIA FEDERATION

For the purpose of this clause, “Restricted Entity” refers to any natural or legal person, entity, or body connected to the Russian Federation, as specified under EU Regulation 833/2014, including its amendments and any associated annexes.

For the purpose of this clause, “Intellectual property” includes all patents, trademarks, copyrights, trade secrets, know-how, and any other proprietary information related to the licensed technology.

To ensure compliance with the EU 14th sanctions package implemented in Norwegian Law in the Regulation dated as of 15th of August 2014 No.1076 “On restrictive measures concerning action that undermine or threaten Ukraine’s territorial integrity, sovereignty, independence and stability” prohibiting Russian entities from benefiting directly or indirectly from intellectual property that are protected, licensed or transferred from Norway, and the European Union.

Prohibition on use and transfer. The Parties agree and warrant that they will not directly or indirectly transfer, license, sublicense or otherwise make available any intellectual property, proprietary technology, trade secrets, patents, trademarks, copyrighted materials, or any associated knowledge derived from the other Party to:

Any individual, entity or government affiliated with or based in the Russian Federation; or

Any third-party where it is known, or ought reasonably to be known, that such Intellectual property right or associated rights will be used for the benefit of any Russian-affiliated Party.

26. TERMINATION, CANCELLATION AND SUSPENSION

Termination for Convenience. Buyer may terminate the Agreement, in whole or in part, at any time prior to the delivery date by giving written notice to the Supplier. In the event of such termination, the Supplier shall immediately cease all work related to the terminated portion and shall be entitled solely to payment for Goods properly delivery and any work performed up to the date of termination. This payment shall constitute full and final settlement of any claims the Supplier may have in connection with the terminated portion.

Suspension of Performance. Prior to the delivery date, the Buyer may, at its sole discretion, suspend the Agreement in whole or in part, for a limited period by providing written notice to the Supplier. Such suspension shall not entitle the Supplier to any compensation, price adjustment, or extension of time unless otherwise agreed in writing. The Supplier shall resume performance immediately upon receipt of notice from the Buyer to continue.

Termination for Cause. Buyer may terminate this Agreement with immediate effect by giving written notice to the Supplier if: (i) Supplier breaches any material obligation under the Agreement and fails to remedy such breach within fifteen (15) business days after receipt of the written notice from Buyer; (ii) Insolvency, bankruptcy, or other financial distress affecting the Supplier that may impact its performance; or (iii) There is a breach of applicable laws, including export control, sanctions, or anti-corruption laws.

In such case, Buyer shall have no obligation to make further payments, and reserves the right to claim damages or losses incurred as a result of the breach.

Effect of termination. Termination, cancellation, or suspension under this clause shall not affect any right or obligation that have



accrued prior to such termination or any provision that by their nature are intended to survive, including but not limited to confidentiality, warranties, indemnities, and governing laws.

27. MISCELLANEOUS

Notice. Any important messages or communications related to this Agreement should be made in writing and send by email, post or courier to the contact details provided in the Purchase Order or otherwise agreed between the Parties. Notices are considered received: on the same day if delivered by hand or email (unless an error message is received), or within five (5) working days if sent by post or courier.

Language and means of Communication. All notice and communication in connection with this Agreement shall be given in English.

Currency. All payment under this Agreement shall be made in United States Dollars (“USD”), unless otherwise expressly agreed in writing by both Parties.

Entire Agreement. The GTC with the Purchase Order comprises the entire agreement between the Parties, as detailed in the various articles of this GTC and there are not any agreements, understandings, promises or condition, oral or written, expressed, or implied concerning the subject matter which are not merged into this contract and supersede hereby. Those GTC and Purchase Order may be amended in the future only in writing, executed and signed by the Parties.

Captions used under this Agreement are for convenience of reference only and shall not be interpreted as in any way limiting or extending the meaning of the provisions to which such caption may refers.

Invalidity of terms. If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and conditions shall be valid and enforceable to the fullest extent permitted by law. No Party shall be deemed to have waived any of its rights under this Agreement except by a written

waiver signed by such party’s authorized representative.

Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions concerning confidentiality, intellectual property, indemnification, warranties, and liabilities, shall remain in full force and effect after the termination or expiration of this Agreement, regardless of the reason for termination.

Assignment. Neither Party may assign its right or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld or delayed. Any assignment made in contravention of this article shall be invalid.

Agreement Changes. This Agreement shall not be varied in terms or amended except by an instrument in writing explicitly terms as Contractual Addendum and signed by a duly authorized executive of both contracting Parties an dated a date as of or subsequent to the date of this Agreement. Verbal agreements reached during the period of this Agreement shall not be binding upon either Party except to the extent mutually confirmed and duly signed by authorized executives.

Waiver. No failure or delay by the Buyer in exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of the same of any other right, power or remedy. Any waiver must be made explicitly in writing.

No third-party beneficiaries. This Agreement is made solely for the benefit of the parties hereto, and nothing in this Agreement shall be construed to confer upon any third party right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. No third party shall have any right to enforce any provision of this Agreement.



Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original but all of which together constitute one and the same instrument.

Order of preference. In the event of any inconsistency, conflict, or ambiguity, between the documents forming part of this Agreement, the order of preference shall be as follows:

- (i) **The Purchase Order** specifying the quality, specifications, delivery terms and any special conditions (“**Special Conditions**”).
- (ii) **Any Special Conditions** expressly stated in the Purchase Order, which shall take precedence over these GTC in case of any inconsistency or conflict. Where Special Conditions are stated in the Purchase Order, those conditions shall apply in addition to the GTC, except that in the event of any inconsistency or conflict between the Special Conditions and the GTC, the Special Condition shall prevail and take precedence,
- (iii) **The GTC** of this Agreement.
- (iv) **Any amendments, notifications or additional terms** agreed in writing and signed by both Parties that modified the document above.

Governing law. The Purchase Order, the GTC and any legal matters which may arise out of it or in connection herewith shall be subject to, construed and interpreted exclusively in accordance with the laws of Norway.

The Parties agree that the provisions of the United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply to this Agreement to the extent that they conflict with the specific provision of this Agreement.

Dispute resolution. Each Party irrevocably agrees that the court of Norway shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual dispute or claims) arising out or in connection with this

Purchase Order and GTC or its subject matter of formation.

Effectiveness of the Agreement. The Agreement enter into force on the Effective Date.

If you have any question or concern about those GTC, please contact us at:

kjetil.galta@aeronorway.no
sales@aeronorway.no

Aero Norway AS

*Flyplassvegen 220, 4055, Sola Norway.
22.09.2025*