1. Scope

1.1. These General Terms and Conditions of Purchase (**“GTC”**) apply exclusively to the purchase and delivery of goods and services from suppliers by Antwerp Space N.V. (hereinafter referred to as **"Antwerp Space"**) as the recipient of these goods and services. A contract is formed only when (i) Antwerp Space issues a purchase order expressly referring to these GTC (by hyperlink https://www.antwerpspace.be/about-us/ or annex) and (ii) the supplier expressly and unconditionally accepts that purchase order and these GTC to the exclusion of its own terms. In the absence of such acceptance no contract is concluded.

1.2. Any general or specific terms and conditions of the supplier are hereby expressly rejected and shall not bind Antwerp Space except if Antwerp Space has confirmed such terms and conditions or the acceptance thereof in writing. Receipt of goods, services or payment shall never be deemed to constitute confirmation or acceptance thereof. The parties waive to the extent possible the application of Article 5.23, paragraph 3 of the Belgian Civil Code.

1.3. The supplier hereto expressly undertakes to comply with all provisions of the Supplier Code of Conduct of the OHB SE Group and to monitor these principles through their own supply chain. This Code of Conduct is available on the website of Antwerp Space [*Comment – please provide direct hyperlinked reference to the code of conduct ref. https://www.antwerpspace.be/about-us/*], and incorporate in these GTC by reference. Antwerp Space shall be allowed to request the supplier to provide evidence of compliance with the Code of Conduct and audit the same.

2. Concluding contracts

2.1. A written purchase order (the **“Order”**) placed by Antwerp Space is an offer to the supplier to acquire the goods and services specified in the Order (hereinafter referred to as the **"Contractual Items"**) at the conditions specified in the Order. Unless explicitly mentioned otherwise in the Order the issuance of an Order by Antwerp Space does not constitute the acceptance of a prior quotation by the supplier. An Order may be revoked at any time by Antwerp Space before acceptance by the supplier. The Order shall be deemed accepted and the contract (the **“Contract”**) shall become binding only upon supplier’s written acceptance of the Order in accordance with the present GTC.

2.2. The acceptance of an Order shall be confirmed in writing by the supplier within five (5) working days and shall contain all fundamental order information as outlined in the Order, in particular the exact description of the Contractual Items, order number, order date, delivery date, price, and express acceptance of the GTC to the exclusion of any other terms and conditions, including the supplier's own general terms and conditions. Alterations or supplements to an Order shall be expressly referred to by the supplier in writing. These shall only be part of the contract if they are expressly confirmed by Antwerp Space in writing. In the absence of such confirmation the original Order prevails.

3. Scope of services/changes to the scope of services

3.1. The scope of the Contractual Items results from information agreed upon when concluding the Contract: the specifications, description of Contractual Items, other information provided to the supplier upon conclusion of the Contract.

3.2. Antwerp Space may make alterations to the Contractual Items or the Order after the Contract has been concluded. Unless the requested alterations are unreasonable or impossible, the supplier cannot refuse to implement these alterations. In case the alterations requested by Antwerp Space would entail a change in the price or the conditions of delivery, the purchaser shall within five days after receipt immediately inform Antwerp Space of any impact on price, schedule or other items. The parties will in such case negotiate in good faith with a view to reaching an agreement on the changes. An alteration shall only become effective when agreed in writing by both parties. Failing agreement within 15 days after receipt by Antwerp Space of the written changes propose by the supplier, either party may terminate the affected Order without liability. If Contractual Items have already been delivered the supplier may demand the agreed remuneration.

3.3. The supplier guarantees that the Contractual Items are suitable for their intended use and correspond to the current scientific and technical state-of-the-art. The supplier shall adhere to the Antwerp Space Code of Conduct, all relevant norms, statutes and legal regulations (e.g. catalogue of standards of the Bureau for Standardization, FABI (Royal Belgian Federation of Associations of civil engineers, agronomists engineers and bioengineers), UFIIB (French Union of Associations of Industrial Engineers in Belgium), VIK (Flemish Chamber of Engineers), KVIV (Royal Flemish Association of Engineers) and CIBIC (Belgian Engineers Committee) etc.) as per

the applicable law, in particular, but not limited to, relevant environmental protection, hazardous substances, hazardous materials and accident prevention regulations (all EU directives and regulations also apply here as they have direct effect in Belgian law), shall ensure the safety of the delivery chain in accordance with the applicable customs provisions and shall ensure that all recognized safety-related regulations and Antwerp Space norms made known to them are adhered to.

4. Assignment - Sub-contractors

4.1. The supplier shall not assign, delegate or subcontract any of its rights or obligations under the Contract to a third party without the prior written consent of Antwerp Space.

4.2. Notwithstanding any assignment subcontracting or delegation, the supplier shall remain fully responsible for the performance of and compliance with the Contract.

4.3. Assignment, delegation or subcontracting does not relieve the supplier of its obligations under the GTC and the Contract. The supplier shall remain fully responsible for the actions and activities of the subcontractors and guarantees that each subcontractor, assignee or delegate is informed about and agrees to the relevant provisions of the GTC, the Order and the Contract

4.4 If the supplier does not comply with this Article 4 then Antwerp Space is entitled to terminate the contract in whole or in part, in accordance with the provisions of this Contract, and to claim damages.

5. Prices/payment conditions

5.1. The agreed prices are fixed prices and exclude any price increases of any type, subject to the provisions in section 3.2.

5.2. Prices are fixed DDP (Incoterms ® 2020) and inclusive of all costs and expenses and taxes (including VAT), including but not limited to all costs of handling, processing, insurance, packing, storage, as well as any charges (including import charges), levies and taxes or other expenses incurred until delivery at the named place.

5.3. No additional charges, including import duties or VAT, may be invoiced by the supplier unless expressly agreed in writing.

5.4. All invoices issued by the supplier shall mention:

(i) the number of the purchase order;
(ii) the quantity of the goods or services that have been delivered where applicable with indication of the number of packaging units;
(iii) bank details for the transfer;
(iv) the place and time of delivery,
(v) the order and material numbers, quantities and individual price of the Contractual Items;
(vi) a reference to the documents of shipment or delivery (e.g. bill of lading); and
(vii) any other information required by Antwerp Space.

Furthermore the invoice must contain information entitling, if applicable, the deduction of input tax, in particular tax ID or VAT number, invoice number and other information compulsory on an invoice pursuant to the relevant statutory provisions.

5.5. Should an invoice not contain this information, Antwerp Space is not obliged to pay the stated VAT. If Antwerp Space is unable to deduct input tax as a result of a non-compliant invoice the supplier shall repay at first demand the paid VAT to Antwerp Space. Invoices issued by the supplier that are not in compliance with the obligations of this Article 5.4 shall not be paid by Antwerp Space.

5.6. Payment shall be made by Antwerp Space, provided nothing else is expressly agreed, by bank transfer. Unless explicitly otherwise agreed, invoices are payable 45 days as of receipt of the invoice, unless Antwerp Space objects in writing to the delivery or the performance of the Contract before the expiry of said period.

5.7. Under no circumstances shall payment by Antwerp Space imply the acceptance of the delivery or order or the renunciation of Antwerp Space's right to lodge an objection in this respect.

5.8. Antwerp Space shall make payments in euro. If invoices are made in a currency other than the euro conversions shall take place in accordance with the official euro reference exchange rate of the European Central Bank at the time the invoice is received.

5.9. The supplier is not entitled to assign their receivables from Antwerp Space. Antwerp Space is entitled to set-off against the supplier's claims any amounts owed for whatever reason by the supplier to Antwerp Space. The supplier shall not have a right of retention and to the extent necessary shall waive the same.

5.10 Upon late or incomplete payment, the supplier shall not be entitled to suspend or stop delivery of goods or services to Antwerp Space, under what Order or Contract it may be.

6. Delivery dates/default

6.1. The supplier explicitly agrees to deliver the quantity of goods and services specified in the Order and the Contract at the time and in accordance with the requirements specified in the Order and the Contract, as well as to respect all other modalities of packing, sending and delivery mentioned in the Order and the Contract. The supplier recognises that the time and modalities of delivery constitute an essential element of the Contract and are qualified as an obligation to achieve a result (*resultaatsverbintenis*).

6.2. The supplier shall immediately notify Antwerp Space in writing of each event that could compromise delivery of the Contractual Items at the time of in accordance with the requirements specified in the Order and the Contract. Such notification does not relieve the supplier from its obligation to deliver the Contractual Items at the time or in accordance with the requirements specified in the Order and the Contract. All additional costs that may be incurred as a result of the possible remediation actions including but not limited to make use of an accelerated method of sending or delivery shall be borne by the supplier.

6.3. Partial, surplus, early or late deliveries are only permitted with the prior consent of Antwerp Space. Antwerp Space has the right to modify the date of delivery by giving a four week prior notice to the supplier who shall accept unless the changed delivery date increases the costs for the supplier, in which case the parties shall cooperate to find a mutually acceptable solution. Time of arrival at the receiving location stipulated by Antwerp Space shall be decisive for determining

the timeliness of deliveries and services, as evidenced by Antwerp Space or a party authorized by it to this effect signing the delivery documents.

6.4. Exceeding the agreed delivery date shall be deemed an automatic event of default without requiring a dunning letter and regardless of whether the supplier was supplied on time themselves by third parties or not. Notwithstanding the stipulations of articles 6, 7, 9, and 10, and in addition to any other remedies it may have under these GTC, Antwerp Space shall be entitled to claim damages, to cancel the order in whole or in part, to return any goods received at the expense of the supplier, to refuse future deliveries or services, to claim from the supplier any payments it may have already effected after deduction of any goods it may have decided to keep, as well as other compensations including default interests in the case of non-performance, untimely or unsatisfactory performance by the supplier of his obligations hereunder for any reason other than force majeure.

6.5. Notwithstanding and in addition to the above, each time the supplier exceeds a delivery date or delivery period Antwerp Space is entitled to claim a contractual penalty of zero point two five percent (0.25%) of the total net order value per calendar day the date is exceeded, however, a maximum in total of five percent (5%) of the net amount as per the final invoice. Multiple contractual penalties shall be totalled together. The provision stated upon acceptance of asserting a claim may be clarified up until the date when the final invoice is due for payment. Antwerp Space's additional claims, in particular claims for damages, are not affected or diminished by the contractual penalties. If the supplier proves that no losses or significantly less losses were incurred as a result of non-adherence to the delivery period or the delivery date than the contractual penalties determined here above in this article 6.5, the contractual penalty shall not be applicable or shall be reduced accordingly.

6.6. If the delivery date or delivery period is exceeded due to circumstances for which the supplier is not responsible, e.g. force majeure, Antwerp Space may either demand the delivery obligation be performed at a later time or, if these circumstances cannot be remedied within a reasonable time, Antwerp Space may terminate the contract without notice. In this case Antwerp Space shall be only liable for remuneration for Contractual Items already delivered in accordance with the contract.

6.7. In the event of default on delivery Antwerp Space can also exercise, in addition to the contractual rights under the GTC, all legal rights it may have under applicable legislation or contract to the fullest extent.

7. Delivery terms/transfer of title and risk

7.1. The place of performance for deliveries and services of the supplier is the registered office of Antwerp Space in Antwerp, unless otherwise (e.g. delivering/sending to another receiving location) agreed in writing.

7.2. Unless explicitly agreed otherwise all deliveries of goods shall take place on a DDP basis (Delivered Duty Paid, Incoterms® 2020, as amended from time to time). The price shall include all costs up to the named place of delivery including packaging, shipping, export customs charges clearing and handling. Import charges, VAT and transport insurance are included unless explicitly agreed otherwise. Title to the goods shall pass to Antwerp Space at the moment of delivery at the named place in the Order or the Contract.

7.3 The goods to be delivered shall be duly packed and labelled by the supplier taking into account all relevant legal obligations, including but not limited to Directives (EU) 94/2/EC and 2018/582 as implemented, and amended from time to time, and the requirements specified by Antwerp Space and/or the carrier mandated to transport the goods. The supplier shall at its own cost ensure the taking back, managing and recycling of the used packaging materials and/or waste that originates from the delivery of the goods. The supplier is liable towards Antwerp Space for whatever obligation Antwerp Space may have as a result of the managing and recycling of such packaging material and/or waste

7.4. Packages shall be accompanied by the appropriate, duly completed delivery and transport documents such as one copy of the conformity or other delivery note stating information about the individual and overall quantities and the gross and net weights. Invoices are not considered to be delivery notes. Order confirmations, delivery notes, transport documents, invoices and all other correspondence shall contain the order number, supplier number, item number, material number and article number. Costs and damages incurred by Antwerp Space as a result of non-compliance with the above requirements shall be borne by the supplier.

7.5. Notwithstanding the stipulations of article 9 and unless otherwise agreed upon, the property and the risk of the results of or deliverables under services shall be transferred at the time of their acceptance by Antwerp Space.

7.6. In the case of an order for the delivery, packaging and/or transport of dangerous goods, substances or preparations, the supplier expressly guarantees that the products as well as their packaging and the transport shall at all times be in strict compliance with the then effective and applicable legal, governmental and other provisions, safety regulations and recommendations (including but not limited to ADR, Reach Regulation (EC) 1907/2006 and CLP Regulation (EC) 1272/2008, as amended from time to time), and shall hold Antwerp Space harmless from any liability and/or claim for damages in connection therewith, including but not limited to regulatory fines, third-party claims and environmental liabilities.

7.7. For deliveries made without installation or assembly, title and risk shall pass upon arrival of the delivery at the receiving location. For deliveries made with installation or assembly, title and risk shall pass upon acceptance at the place of installation. Transfer of title does not represent an inspection or other acceptance of the Contractual Items in any way.

7.8. Any auxiliary materials required by the supplier for the execution of the order or for the delivery shall, if confirmed by Antwerp Space, be made available at the date mentioned in the order.

8. Import and export regulations/evidence of origin

8.1. The supplier is responsible at its own expense and risk for adhering to all relevant import and export control regulations in both the country of export and import, applicable at the time of delivery. The supplier shall obtain all required or export permits and other governmental consents at their own costs and risk and shall carry out all required customs formalities.

8.2. The supplier shall voluntarily inform Antwerp Space of any collaborative action required in good time and shall support Antwerp Space with this. The supplier shall immediately provide duly signed evidence of origin documentation requested by Antwerp Space with all the required information.

9. Acceptance, inspection obligation and obligation to report defects

9.1. Signature of the delivery documents, use of the delivered goods or services or payment of the respective invoices does not constitute acceptance of the delivered Contractual Items.

9.2. With deliveries of large quantities and deliveries of multiple identical or similar Contractual Items, Antwerp Space shall satisfy its inspection obligation and obligation to report defects or non-conformances regarding delivered goods by inspecting a representative part of the delivery on a random basis.

9.3. The inspection shall be carried out within a reasonable time not exceeding 15 days after delivery provided this corresponds to the actualities of normal business operations. This shall cover the quantity and externally visible characteristics of the Contractual Items. Antwerp Space is not obligated to test the function or quality attributes and measures which are not visually identifiable or externally detectable of the Contractual Items. Any detected defects shall be reported within a reasonable time after discovery. The same applies for any hidden defects that become apparent after delivery.

9.4. Antwerp Space is entitled, at its expense yet without additional compensation being due to the supplier, to carry out, upon simple request and at the time to be agreed upon, all relevant inspections, audits and verifications it deems necessary in the workshops or stores of the supplier and his contractors or subcontractors during production and prior to delivery.

9.5. Goods that do not meet the requirements mentioned in article 12 can be rejected. In case of rejection Antwerp Space shall inform the supplier thereof and Antwerp Space shall be entitled, at its sole discretion without prior notice of default or judicial intervention, either to allow the supplier to deliver conforming goods within a reasonable period to be determined by Antwerp Space or to cancel the order in whole or in part. In such a case, property and risk of the rejected goods return to the supplier and all shipping and other relevant costs, including those of shipping, handling, storage and re-delivery shall be borne solely by the supplier. Antwerp Space shall not be required to store or safeguard rejected goods beyond a reasonable period. If the supplier has not picked up the rejected goods within thirty days following the notification of rejection by Antwerp Space, Antwerp Space shall be entitled to destroy or otherwise dispose of the goods at the supplier’s cost.

9.6. In addition to the above, as long as the goods or services are not brought in accordance with the specifications of the Order or the Contract, Antwerp Space is entitled to suspend its payment obligations towards the supplier, even if Antwerp Space has not protested the respective invoice.

9.7. Antwerp Space's inspection obligation and obligation to report defects are restricted to that stated in sections 9.1 and 9.2. The supplier hereby waives objections to delayed notifications of defects, including under articles 5.71 and 5.72 of the New Belgian Civil Code.

10. Liability for defects

10.1. The supplier warrants that all Contractual Items delivered by it, including but not limited to all internal and external components or materials that are processed in the Contractual Items:

(i) correspond to the current scientific and technical state-of-the-art regarding procedures, facilities, functions and construction and also correspond to the applicable statutory provisions and norms;
(ii) conform with the specifications of the Order and the Contract and with any other specifications, drawings, samples or description of Antwerp Space or the supplier;
(iii) are of satisfactory quality for the market and industry and are free of any defect in design, workmanship, material or otherwise and are suitable for the specific purpose for which they were ordered;
(iv) respect all applicable local, national and international legislation, regulations, standards and guidelines, as well as the newest, prevailing industry standards;
(v) conform with the most strict requirements regarding safety, health and protection of the environment and the maximum prescribed standards for the use of risky, toxic or hazardous materials; and
(vi) do not infringe the rights of third parties, including but not limited to intellectual property rights, and are free of all other liens, restrictions and claims of third parties.

10.2. The warranties mentioned in Article 10.1. of the GTC are valid for a period of twenty four (24) months following acceptance of the relevant Contractual Items. In case it is established during this warranty period that the supplier has not respected one of the warranties, the supplier shall at its own cost ensure the replacement or repair of the respective goods or services, and this within a reasonable period of time.

In case no replacement or repair is done within such reasonable period of time, or such replacement or repair would not be duly executed, Antwerp Space shall be entitled to, at its own discretion and without prejudice to any other remedies it may have under law or contract:

(i) terminate the Contract and all pending Orders with immediate effect, without prior judicial intervention and without owing any compensation to the supplier, by sending a notification hereof to the supplier in writing. In such case and where applicable, the supplier shall fully reimburse Antwerp Space for the part of the price that has been paid for the non-conforming goods or services;
(ii) repair or have the goods or services repaired at the supplier's costs; or
(iii) keep the non-conforming goods or services, provided that the supplier repays Antwerp Space a with the non-conformity corresponding part of the price that has been paid by Antwerp Space for the non-conforming goods or services.

10.3. In case of repair, the abovementioned warranty period shall be suspended during the entire period of repair. In case of replacement, a new warranty period of twenty four (24) months shall start upon the moment of replacement. The supplier shall be liable to the same extent for replacement deliveries and repair work to rectify defects as for the original delivery/service.

10.4. The supplier warrants that it applies and maintains quality assurance measures regarding the delivered goods and service at all times. In this framework the supplier shall use a quality management system that conforms with the ISO 9001:2015 standard or with any other applicable or relevant quality standard, as the case may be. At Antwerp Space's first request, the seller shall provide Antwerp Space with evidence that these quality assurance requirements have been met.

10.5. The supplier declares to conduct its business in an ethical, correct, transparent, reliable and socially responsible manner and guarantees that it, nor its personnel or subcontractors, are engaged in any discrimination, violation of human rights, corruption, violation of antitrust law, child labour, forced labour or other insufficient working conditions.

10.6. The supplier guarantees that in the framework of delivery of goods and services to Antwerp Space, and subject to the relevant provisions of the GTC, it shall only engage personnel or subcontractors that possess the necessary degree of professionalism, qualification and

experience. The supplier shall be the only one to exercise authority and supervision with regards to the personnel it engages and is the only responsible for compliance with all social rights obligations relating to such personnel.

10.7. The warranties mentioned in this article shall continue to exist, irrespective of any inspection, audit, acceptance or payment of the delivered goods or services by Antwerp Space. Unless in case of prior written consent of Antwerp Space, the supplier cannot limit these warranties in any way. This article is without prejudice to the rights of Antwerp Space in case of hidden defects.

10.8. Warranty based claims have a limitation period of two (2) years after acceptance of the relevant Contractual Item unless a longer limitation period is prescribed by law. If a defect is detected and notified to the supplier during the warranty period, Antwerp Space shall be entitled to bring the corresponding claim up to six (6) months after the expiry of the warranty period, even if that extends beyond the general limitation period.

10.9. The statutory provisions shall apply for construction/property.

11. Materials

11.1. All materials provided by Antwerp Space, including on a loan basis, for example documentation, models, material, equipment, components, production resources, packaging, tools, measuring instruments, devices or the other items provided which are located with the supplier as intended (hereinafter referred to as **"Materials"**) shall remain the property of Antwerp Space, unless otherwise expressly agreed or there are mandatory legal regulations to the contrary. In the event of processing or transformation of such Materials, the supplier undertakes to transfer any resulting ownership rights to Antwerp Space without additional cost, to the extent permitted by law and this in accordance with these GTC including but not limited to the delivery and payment conditions contained herein. In the event of combining or inseparable mixing with other objects Antwerp Space shall acquire co-ownership and the co-ownership shares shall be determined by the ratio of the value of the items at the time they were combined. The supplier waives any rights it may have under Book 3 of the New Belgian Civil Code regarding accession, transformation or mixing in relation to Materials provided by Antwerp Space, to the extent permitted by law

11.2. Materials shall be immediately examined and inspected by the supplier; any complaints should be made to Antwerp Space immediately in writing. The supplier may only use the materials for manufacturing the Contractual Items and the supplier may not use them for other purposes, allow third parties to use them or to destroy them without the prior written agreement of Antwerp Space.

11.3. Materials shall be clearly identified as the property of Antwerp Space and the supplier shall keep them safe and segregated for Antwerp Space free of charge. The supplier shall treat the Materials with the usual level of due care and shall maintain them in proper condition at their own cost (maintenance, servicing, partial renewal etc.). The supplier shall bear the risk of loss and damage for materials and items provided except to the extent they prove that the loss or damage occurred as the result of force majeure. The supplier is obligated to insure the materials at its own cost against all insurable risks (all risk cover) for the amount of their replacement value, to have Antwerp Space named as loss payee or additional beneficiary and to provide evidence of this to Antwerp Space on request. In the event of loss or damage Antwerp Space may either demand damages directly from the supplier or claim as loss payee or second beneficiary under the insurance contract.

12. Quality management/right of access to the supplier

12.1. The supplier shall ensure that they have suitable quality assurance and monitoring procedures in place. The supplier also ensure that the delivered products have been manufactured within an effective and demonstrable quality system, conforming to the requirements of the EN9100 or the ISO9001 standards. The supplier shall keep records of quality monitoring and quality assurance measures and shall provide these Antwerp Space on request at short notice. These records shall be kept by the supplier for at least ten (10) years from compilation. The supplier consents to the audits being carried out by Antwerp Space or by an expert commissioned by Antwerp Space to determine the effectiveness of their quality assurance system, if necessary with the participation of Antwerp Space's customer/client.

12.2. The supplier shall allow and enable Antwerp Space employees tasked with the inspection of materials and the associated records, clients of Antwerp Space and representatives of the authorities or their delegates access to all premises at any time during normal business hours where work is carried out for Antwerp Space and its client regardless of whether this is at the

premises of the supplier or their sub-suppliers or sub-contractors for monitoring progress at the supplier, the associated implementation of audits and inspections and assessing whether the supplier meets the above mentioned requirements and standards. Likewise the supplier shall grant access to all documentation regarding the Contract at the request of Antwerp Space's employees.

12.3. The supplier shall retain production information applied for Antwerp Space production for a period of 3 years. After this period the supplier shall request Antwerp Space a written approval to destruct the documentation and supplier shall certify that such destruction has been performed.

12.4. At the request of Antwerp Space the supplier will provide free of charge test specimens for design approval, inspection/verification, investigation or auditing.

12.5. If the supplier uses, subject to the relevant requirements and provisions of the GTC, external providers (such as subcontractors or sub-suppliers), the supplier shall ensure that all applicable customer requirements, including the requirements contained in this article 12, are contractually imposed on such external providers in full, and shall remain, in accordance with the GTC, responsible and liable for compliance therewith.

12.6. This section 12 of the Terms and Conditions only applies to Contractual Items for which there is a mandatory quality management system (for example because it concerns products from the aerospace industry).

13. Spare parts/delivery readiness

The supplier is obligated to keep spare parts available for the period of the usual life of the Contractual Items with a minimum of five years and to supply these to Antwerp Space at reasonable conditions. If the supplier ceases to supply the Contractual Items or the replacement parts the supplier shall give Antwerp Space the opportunity to place one last order and cooperate with Antwerp Space to find a replacement solution.

14. Calibration

If the ordered service from Antwerp Space involves calibration of certain equipment, the Supplier shall perform such calibration activities in accordance with ISO 17025 and shall provide Antwerp

Space with documentary evidence of such compliance. Where compliance with ISO 17025 is not possible, the Supplier shall provide Antwerp Space with a written declaration explicitly stating its non-compliance and the reasons thereof.

15. Protection rights

15.1. Antwerp Space shall receive on all intellectual property rights and background intellectual property rights relating to results developed and/or obtained as part of the performance of the Contract, regardless of their nature (including but not limited to technical information and/or solutions, analyses, simulations, models, strategies, visuals, databases, software – including documented source code – tooling equipment and all related documentation), a non-exclusive, worldwide, perpetual, irrevocable, royalty free license to use, reproduce, modify, distribute, publicly display and otherwise exploit such results, including the right to modify and further develop the resulting work, for any purpose Antwerp Space may deem appropriate in connection with its business operations. The licence includes the right for Antwerp Space to grant sub-licenses to the extent necessary for the use or integration of such results in Antwerp Spaces products, services, or projects.

15.2. The supplier warrants that it has full rights to grant the above licence and shall ensure that any intellectual property rights created by its employees, agents, or subcontractors are properly covered to give effect to this article.

15.3. Insofar as the supplier or its personnel may hold moral rights in the results, the supplier agrees not to exercise such rights in a manner that would interfere with Antwerp Space's intended use or exploitation of the results, unless required to protect the legitimate moral interest of the author under applicable law.

15.4. The supplier shall indemnify and hold Antwerp Space harmless from and against any and all claims, demands, proceedings, losses, liabilities, costs (including reasonable legal fees), and damages arising from or related to any alleged or actual infringement of intellectual property rights - including but not limited to copyrights, patents, trademarks, trade secrets, or other proprietary rights - resulting from the use, resale, reproduction, or integration of the Contractual Items in accordance with the Contract.

The supplier shall, at its own expense, assume the defence of any such claim brought against Antwerp Space, and shall not settle any such claim without Antwerp Space's prior written consent, unless the settlement unconditionally releases Antwerp Space from all liability.

In the event such a claim is upheld or likely to be upheld, the supplier shall promptly, at its own cost and at Antwerp Space's discretion:

(i) procure the right for Antwerp Space to continue using the Contractual Items;
(ii) replace or modify the Contractual Items so that they become non-infringing while remaining functionally equivalent; or
(iii) refund the price paid for the affected Contractual Items.

16. Confidentiality

16.1. The supplier undertakes to treat all information and documents (which include for example drafts, samples, production resources, models, data carriers, prototypes, diagrams, drawings, calculations, knowledge, trade secrets, prices, personal data) (all hereinafter for the purpose of this article **"Information"**) of Antwerp Space received from or which becomes otherwise known to the supplier as a result of the business relationship and which was not already generally known as strictly confidential, irrespective of whether this Information has been explicitly market as confidential or is covered by any intellectual property right.

16.2. The supplier shall use the Information only for the purpose of execution of the Contract and shall not communicate it to third parties, unless upon Antwerp Space's prior written consent. The supplier will only disclose the confidential information to persons on a need to know basis and ensure that all these persons are bound by confidentiality obligations not less stringent than those contained in this article.

16.3. The confidentiality obligations mentioned in this article are valid during the entire duration of the Contract and continue thereafter.

16.4. At the end of the Contract the supplier shall immediately return all Information received from Antwerp Space or otherwise obtained in full including any copies and drawings made thereof at first demand of Antwerp Space or shall destroy these at Antwerp Space's request and provide

evidence thereof, provided that the supplier is not obligated by law to retain them. Antwerp Space is entitled to demand the return of the Information.

16.5. If the supplier is obliged by law or by the order of any court or regulatory authority to disclose Information, the seller will inform Antwerp Space thereof immediately, will restrict disclosure to the minimum required and will clearly communicate that the disclosed information is of a confidential nature.

16.6. The Information shall at all times remain the exclusive property of Antwerp Space.

16.7. The supplier may only reference Antwerp Space within the scope of advertising, when providing references or in other publications if this has been expressly agreed in writing by Antwerp Space in advance.

17. Rights of retention

The supplier shall have no rights of retention or pledging rights with respect to any documents, information, materials, tools, or other items provided by Antwerp Space, regardless of any counterclaims the supplier may assert.

18. Termination

18.1. Unless explicitly agreed otherwise, the Contract shall automatically end once the Contractual Items have been fully and properly delivered by the supplier and accepted by Antwerp Space.

18.2. Antwerp Space may terminate the Contract, in whole or in part, at any time prior to full delivery of the Contractual Items, by written notice to the supplier. In such case, the supplier shall be entitled to the agreed remuneration for any part of the Contractual Items already delivered in conformity with the Contract, minus any costs saved or income that the supplier reasonably could have obtained by reallocating its resources.

18.3. Without prejudice to any other rights Antwerp Space may have under these GTC, Antwerp Space may terminate the Contract, or any part thereof, with immediate effect and without prior

judicial intervention or compensation, by written notice to the supplier, in addition to any rights it may have under the GTC to do so other than pursuant to this article, in the following cases:

(i) the supplier is in breach of any provision of the Contract or these General Terms and Conditions, including but not limited to, any warranties, and fails to remedy such breach within fifteen (15) calendar days following written notice by Antwerp Space;
(ii) the supplier expressly declares that it will not, or no longer intends to, fulfil its obligations under the Contract;
(iii) the supplier is declared bankrupt, is placed under judicial reorganisation or any similar reorganisation procedures under any applicable law, ceases or threatens to cease its business, or has insolvency proceedings initiated against it;
(iv) the supplier is in delay in the performance of its contractual obligations;
(v) the supplier is guilty of defective performance of its obligations, and fails to provide adequate supplementary performance within a reasonable period set by Antwerp Space; or
(vi) a situation of force majeure on the part of the supplier continues for more than fifteen (15) calendar days.

18.4. In the event of termination of the Contract for any reason:

(i) the supplier shall immediately cease all activities under the Contract;
(ii) Antwerp Space shall only be liable to pay for the portion of the Contractual Items that were duly delivered and accepted in accordance with the specifications of the Contract;
(iii) under no circumstances shall Antwerp Space owe compensation exceeding what it would have owed had the Contract not been terminated;
(iv) Antwerp Space shall not be liable for any loss of profit, consequential damages, or claims by the supplier’s subcontractors;
(v) if Antwerp Space has paid in advance for any goods or services not yet delivered at the time of termination, the supplier shall promptly reimburse Antwerp Space for such amounts.

18.5. Upon termination of the Contract, the supplier shall, at the simple request of Antwerp Space, promptly return or permanently destroy all documents, data, materials, drawings, samples, tools, and personal data received from Antwerp Space, confirm such destruction in writing and provide evidence thereof. This includes all copies, backups, and records, regardless of format.

18.6. Termination of the Contract, for whatever reason, shall be without prejudice to any rights or remedies accrued prior to termination. Any provisions of the Contract that are intended to survive termination shall remain in full force and effect, including but not limited to: provisions related to warranties, liability, confidentiality, and this Article 17.6.

19. Liability/product liability

19.1. The supplier shall fully indemnify and hold Antwerp Space harmless against any and all losses, damages, liabilities, or costs (including, without limitation, damages to Antwerp Space's customers, personnel, or property, damage to the environment, and damage suffered by third parties), whether direct or indirect, arising from or in connection with:

(i) a defect or non-conformity in the delivered goods or services;
(ii) failure by the supplier to comply with delivery quantities, deadlines, packing, transport, or any other delivery condition set out in the Contract or applicable order;
(iii) breach of any warranties or obligations set out these GTC;
(iv) any negligent act, error, or omission, including simple negligence or tort, committed by the supplier in relation to the Contract;
(v) infringement by the supplier of third-party rights, including but not limited to intellectual property rights;
(vi) death or injuries to persons or damage to property due to supplier; or
(vi) any other breach of the Contract, these GTC, or applicable law by the supplier.

19.2. The indemnification obligation set out in this Article shall extend to all reasonable costs incurred by Antwerp Space, including legal and expert fees, costs related to settlement, enforcement or judgment, and administrative expenses.

19.3. The supplier shall be fully liable for the acts and omissions of its personnel, agents, representatives, and subcontractors as if they were its own acts or omissions.

19.4. The indemnification obligations set out in this Article are without prejudice to, and cumulative with, any other remedies or rights that Antwerp Space may have under the Contract, these GTC, or applicable law.

19.5. The supplier undertakes to maintain, at its own expense, adequate insurance coverage with a renowned insurance company, including civil liability, product liability, specific liability for products and services in the aerospace field, and professional liability insurance, to adequately cover the risks and liabilities arising from or in connection with the goods and/or services provided under the Contract, and customary for exercising the type of activity in the domain in which the supplier is active. The supplier shall ensure that these insurances remain valid at least until the moment no further liabilities can arise. Upon request by Antwerp Space, the supplier shall promptly provide documentary evidence of such insurance coverage.

19.6. Except in the case of wilful misconduct, gross negligence, or serious fault, Antwerp Space shall not be liable for any loss, damage, or costs suffered by the supplier, its personnel, customers, or subcontractors.

19.7. If Antwerp Space considers it necessary the parties shall conclude a quality assurance agreement.

20. Early Warning Clause

20.1. In the event of changes in or to the goods or services to be supplied and/or the production process, the supplier shall notify Antwerp Space thereof in writing at least twelve (12) months in advance. During said period Antwerp Space shall be entitled to place a general purchase order under terms that are no less favorable than those of the most recent order, which the supplier shall be obliged to accept, under at least the same conditions as those that apply to the last placed order of the relevant goods. Failure to comply with this notification shall constitute a material breach of the Contract and the supplier shall be liable for any resulting losses incurred by Antwerp Space.

20.2. The same warning obligation applies in case of:

(i) a change of manufacturing location;

(ii) a change of subcontractors or external providers critical to the Contractual Items;
(iii) a suspension or discontinuation of the supplier's activities; or
(iv) a merger, acquisition, or similar corporate restructuring of the supplier.

In such cases, Antwerp Space shall not be obliged to continue the Contract with any legal successor to the supplier. The supplier shall inform Antwerp Space in good time of any replacement product options or alternative suppliers where continuity of supply may be affected.

21. Data protection and GDPR

21.1. Terms such as "processing", "personal data", "controller" and "processor" shall have the meaning ascribed to them in the General Data Protection Regulation (EU)2016/679 and any applicable national implementing legislation (together, the **"Data Protection Laws"**).

21.2. Each party shall comply with the Data Protection Laws in relation to the processing of personal data in connection with the performance of the Contract.

21.3. If and to the extent that the suppliers processes personal data on behalf of Antwerp Space (**"Antwerp Space Personal Data")** in the course of performing the Contract, the supplier shall act as data processor and Antwerp Space as data controller, as defined in the Data Protection Laws.

21.4. In the case provided for in article 20.3., in its capacity as data processor, the supplier shall:

(i) only carry out processing of any Antwerp Space Personal Data on Antwerp Space's instructions;
(ii) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
(iii) only engage in transfers of Antwerp Space Personal Data to a country outside of the European Economic Area without an adequate level of protection with prior written approval from Antwerp Space;
(iv) ensure that all its employees, agents and/or sub-processors engaged in processing Antwerp Space Personal Data have signed a GDPR DPA with the same obligations as contained in this

article and a confidentiality agreement either with Antwerp Space or with the supplier and/or are under any other binding obligation of confidentiality;
(v) submit to a data security audit when reasonably requested by Antwerp Space and at any time if any regulator of Antwerp Space requests or requires an audit of Antwerp Space and/or any of its service providers;
(vi) where appropriate, assist Antwerp Space with the fulfilment of obligations, such as responding to requests to exercise data subject rights, data protection impact assessments and prior consultation with supervisory authorities;
(vii) inform Antwerp Space within 24 hours of a breach of security and/or confidentiality leading to the loss or unlawful processing of Antwerp Space Personal Data, or any indication of such breach having taken place or being about to take place;
(viii) not engage a sub-processor without prior written authorization of Antwerp Space;
(ix) delete or return all the personal data to Antwerp Space after the end of the provision of services relating to processing, unless a legal obligation exists to store personal data;
(x) make available to Antwerp Space all information necessary to demonstrate compliance with obligations that follow from Data Protection Laws;
(xi) immediately inform Antwerp Space if, in the supplier's opinion, an instruction infringes Data Protection Laws.

If appropriate and, in Antwerp Space's reasonable opinion, necessary, the supplier shall enter into a separate data processing agreement in a format satisfactory to both parties.

22. Legal Compliance

22.1 The supplier undertakes to comply with all applicable laws, regulations, and international standards relating to its business operations, including but not limited to those relating to:

(i) non-discrimination of employees and contractual partners;
(ii) the prevention of corruption and bribery of domestic and foreign public officials;
(iii) environmental responsibility and sustainability;
(iv) the protection of international human rights.

This obligation applies under the laws of the supplier's country as well as to Belgian, EU, and other applicable international laws where relevant to the execution of the Contract.

22.2. The supplier specifically undertakes to comply with Belgian legislation and applicable collective labour agreements concerning minimum wage and income protection, including but not limited to Collective Labour Agreement No. 43 (dated 2 May 1988) and Collective Labour Agreement No. 50 (dated 29 October 1991) of the Belgian National Labour Council, both as amended from time to time.
The supplier shall pay its employees, including cross-border workers, in accordance with these provisions. The supplier shall also ensure that its own subcontractors and suppliers do the same. Upon request, the supplier shall promptly provide documentary evidence of compliance with these obligations.

22.3. Any material breach of this article shall entitle Antwerp Space to suspend performance or terminate the Contract with immediate effect and without compensation, without prejudice to any other rights or remedies it may have under the Contract or applicable law.

23. Force Majeure

23.1. A party cannot be held liable for any delay or non-execution of its obligations under these GTC or the Contract in as far as this delay or non-execution would be the result of force majeure as determined by the governing law of the GTC. For the avoidance of doubt, the impossibility of the supplier to perform as a result of insolvency, lack of financial means, changes in costs or availability of materials shall not be considered as force majeure.

23.2. The party invoking force majeure shall immediately inform the other party thereof in writing. As soon as the force majeure has been remedied the party invoking the force majeure shall reassume its obligations. The supplier shall in any case give the highest priority to the order of Antwerp Space in case of the allocation of available capacity during or following the force majeure.

24. Final provisions

24.1. All legal relationships between Antwerp Space and the supplier shall be governed exclusively by Belgian law, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

24.2. All disputes arising from or in connection with the Contract shall be submitted to the exclusive jurisdiction of the competent courts of Antwerp, Belgium. Notwithstanding the foregoing, Antwerp Space reserves the right to initiate legal proceedings against the supplier before the courts of the supplier’s place of establishment or any other competent court.