

## **Aircraft Part-Out Company Europe B.V. General Terms and Conditions of Sale**

This General Terms and Conditions of Sale (the “**T&C**”) shall be regarded as a contract made by and between Aircraft Part-Out Company Europe B.V. (“**APOC**”), a company duly incorporated and operating under the laws of The Netherlands, KVK 61214442, having its registered office at Veilingweg 48, 2651 BE, Berkel en Rodenrijs, The Netherlands, and the Client.

APOC and Client are hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**”.

### **1. General**

1.1 In this T&C, the following terms and expressions will have the following meanings:

- a. “**Agreement**” means any agreement between APOC and Client concerning the sale and delivery of the Equipment, including the Order, Order Confirmation, and the T&C.
- b. “**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in the Netherlands.
- c. “**Client**” means the person(s), firm, or company to whom APOC sells or supplies the Equipment.
- d. “**Equipment**” means the item, equipment, product, service, or goods of whatever nature (including any of them or any part of them) that APOC supplies to the Client or any service Client receives from APOC as indicated in the Order.
- e. “**Order**” means the purchase order executed under this T&C which shall comprehensively outline the precise details, requirements, and obligations associated with each sales of Equipment by APOC to the Client. The Order shall be an integral part of this T&C and, once confirmed in an Order Confirmation, together shall form a legally binding Agreement regarding the sales of Equipment.
- f. “**Order Confirmation**” means the written confirmation by APOC concluding the Order. The Order Confirmation shall be an integral part of this T&C and together shall form a legally binding Agreement regarding the sales of Equipment.
- g. “**Restricted Person**” means any person or legal entity that is: (i) listed on, or owned or controlled by or acting on behalf of any person(s) listed on a Sanctions List; (ii) located in or organised under the laws of a country which is subject to Sanctions, or is owned or controlled by, or acting on behalf of a person located in or organised under the laws of a country which is subject to Sanctions; or (iii) a designated target of Sanctions or is otherwise a subject of Sanctions (including without limitation as a result of being directly or indirectly owned (i.e. 50% or more of the shares) or controlled directly or indirectly by or acting on behalf of any person which is a designated target of Sanctions).

h. **“Sanctions”** means economic or financial sanctions laws and/or regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices from regulators implemented, adapted, imposed, administered, enacted or enforced from time to time by the relevant government entity/ies responsible for Sanctions (**“Sanctions Authority”**) of: (i) the Security Council of the United Nations; (ii) the United States of America; (iii) the European Union; (iv) the United Kingdom; (v) the governments and official institutions or agencies of any of (i), (ii), (iii), and/or (iv), including OFAC and the US Department of State.

1.2 Unless otherwise agreed in writing, these terms and expressions are part of and applicable to each request, quotation, Order, and Agreement for the sale or supply of Equipment.

## **2. Scope**

2.1 This T&C shall apply to all business relationships of APOC with the Client.

2.2 This T&C shall apply also to any future business relationships in terms of delivery and services with the same Client in their respective version, without APOC being obliged to indicate the T&C in each individual case.

2.3 The applicability of any purchasing terms and conditions of the Client to any Agreement is explicitly rejected by APOC. Any deviating, conflicting, or supplementing terms and conditions of the Client shall only be considered part of the Agreement if APOC has confirmed them explicitly in writing.

2.4 Any individual arrangements made with the Client in the individual case shall be in writing to be effective. Legally binding declarations and notifications to be provided by the Client to APOC after concluding the Agreement (e.g. imposing deadlines, notifications of defect, revocation, or price reduction) shall also be given in writing to be effective.

2.5 The Client shall commit himself, if required, to provide in due time and free of charge any data and materials that may be necessary for the preliminary work. If the provisioning of data or materials as agreed by the client is delayed, then any fixed agreed dates of delivery by APOC shall also be delayed accordingly.

2.6 In the event of any inconsistency between the provisions of this T&C and the Order, the terms of the Order shall prevail except for the Client's terms and conditions of purchase, and solely with respect to the relevant Order and to the extent that the Order has been confirmed by APOC through an Order Confirmation and that the Order: (a) includes any special conditions; or (b) expressly states that a term in the Order prevails over the T&C.

### **3. Quotations and Confirmation of Orders**

- 3.1 APOC may revoke quotations that have not expressly been made binding for a specified period until APOC has received an unqualified acceptance from the Client.
- 3.2 In the absence of statements to the contrary, a quotation shall be deemed to have lapsed thirty (30) calendar days after the date of such quotation.
- 3.3 Any agreement on delivery shall only be binding to APOC when the Client has received the written Order Confirmation of APOC and only on the conditions contained therein.
- 3.4 APOC shall not be liable for any claims, losses or damages of any nature whatsoever, including consequential losses, loss of production, loss of profits, or other indirect losses which the Client may suffer as a result of any failure, delay, or partial imperfect performance in connection with messages, including quotations and/or Order Confirmations exchanged via electronic networks.

### **4. Offers and Conclusion of Agreement**

- 4.1 The Agreement shall only be considered concluded if the Order has been confirmed in writing by APOC, and remains effective until complete fulfilment of the Parties' obligations thereunder. The written Order Confirmation by APOC shall be the determinative factor for the content of the Agreement. All offers by APOC shall be non-binding and non-committal, unless explicitly marked as binding or containing a fixed term of acceptance before they become binding.
- 4.2 The Agreement concluded in writing, including this T&C, shall be the sole determinative factor defining the legal relationship between APOC and the Client. Any verbal commitments made by APOC prior to concluding the Agreement shall be legally non-binding and verbal agreements of the contracting Parties shall be replaced by the written Agreement, unless the fact arises from them that they continue to apply bindingly. Supplements or changes to the Agreement shall be made in writing to be effective. Transmission by email shall be considered sufficient.
- 4.3 Details provided by APOC pertaining to the delivered Equipment (e.g. weights, measurements, tolerances, technical data, etc.) as well as any depictions of these (e.g. drawings and illustrations) shall be considered only an approximation, unless an exact conformity is required to fulfill the contractually intended purpose. They shall not be considered guaranteed properties of quality, but only a description and characterisation of the delivered item or performed work. Any customary variances and variances that result from legal provisions or technical improvements, as well as the replacement of parts by parts of similar value shall be acceptable unless said variances compromise the usability for the contractually intended purpose.

4.4 APOC shall reserve its ownership rights or copyright with respect to all its issued offers and cost estimates as well as any drawings, illustrations, calculations, etc. provided to the Client. The Client shall not disclose these items to a third party, publish or utilise these items himself or through a third party nor copy these as such nor in content, without prior written consent by APOC. Upon request by APOC, the Client shall be obliged to return these items completely to APOC and to destroy any produced copy, if he does not require them himself any longer for a proper business transaction or if negotiations did not result in concluding an Agreement.

## **5. Export**

5.1 The Party who is the importer or exporter of the Equipment shall be responsible for obtaining any license, exchange permit, or other required governmental authorisation relating to the shipment of the Equipment and shall be responsible for complying with all licensing and reporting requirements in connection with the Agreement. The Client shall be responsible for all customs issues if not otherwise agreed by the Parties in the respective Order and Order Confirmation.

5.2 Changes regarding the country of destination may be prohibited or may require a respective export license under the applicable export control regulations. The Client shall be liable for all changes regarding the country of destination, including any additional cost arising out of such changes, and shall be responsible for obtaining the relevant permissions.

## **6. Prices and Payments**

6.1 The prices shall apply to the scope of services and the scope of delivery as described in the Order Confirmation. Any additional or special services shall be charged separately. Unless explicitly agreed otherwise, all prices are stated in Euro, excluding works, plus packaging, loading, transportation, warehousing, insurance, applicable value added tax and any other taxes, duties, or levies, customs duty for exports, as well as fees or other public charges.

6.2 If the agreed prices are based on APOC list prices, then these shall apply to the entire current business year (e.g. 01/01/2024 until 31/12/2024). Any potential increases in price shall be borne by the Client, subject to: (i) general increases in price by APOC's manufacturers or suppliers; (ii) increases in labour costs; (iii) changes or delays in delivery date; (iv) changes in quantities or specifications for the Equipment requested by the Client; and/or (v) delays caused by the Client's failure to provide adequate information or instructions.

6.3 Under no circumstance will any event excuse the Client's obligations to make payments when due under this Agreement. All invoicing amounts shall be paid within fifteen (15) calendar days from the date of invoice, without deduction, discount, and/or

the right to set-off, unless explicitly agreed otherwise in writing. The determinative factor for keeping that due date shall be the date of receipt on the accounts of APOC. Checks and promissory notes shall be considered a payment only after discharge, whereas any resulting additional costs shall be borne by the Client. Claiming any additional damages due to default shall be reserved.

- 6.4 In principle, the Client shall not be entitled to cancel an Order. The Client shall only be entitled to cancel an Order after express consent by APOC in writing. However, in any event of cancelation consented by APOC, the following conditions apply:
- a. If the Order is canceled after the Equipment is shipped, the Client must pay the full price of the Equipment and any relevant expenditure for or arising out due to cancelation shall be charged to the Client;
  - b. If the Equipment is sourced originally by APOC, and the Order is canceled before the Equipment is shipped, any relevant expenditure for or arising out due to cancelation shall be charged to the Client;
  - c. If the Equipment is sourced by APOC from a third party, and the Order is canceled either before or after shipment, the Client must pay the full price of the Equipment and any relevant expenditure for or arising out due to cancelation shall be charged to the Client;
- 6.5 In the event that the Client fails to effect payment punctually, penalty interest at the rate of one point five percent (1.5%) per month shall be charged from the due date. In addition, Client shall be obliged to pay all extra legal (extrajudicial and judicial) costs of collection.

## **7. Delivery and Term of Delivery**

- 7.1 Any deliveries shall be carried out ex manufacturer's works, ex place of business of the contracting partner of APOC, or directly ex place of business of APOC itself, at Veilingweg 48, 2651 BE, Berkel en Rodenrijs, The Netherlands (EXW, Incoterms 2020), unless otherwise agreed in the Agreement.
- 7.2 Any terms or dates of delivery quoted by APOC for the delivery of Equipment shall be considered non-binding and indicative only, unless a fixed term or a fixed date has been explicitly agreed in writing. If shipment has been agreed, then the term of delivery and dates of delivery shall refer to the time of handover to the transport company, freight forwarder, or any other third party charged with the transport.
- 7.3 APOC shall be entitled, without prejudice to the rights resulting from defaulting of the Client, to apply an extension of the term of delivery and service dates, or the delay or postponement of the delivery and service dates by that amount of time, or to terminate or cancel the Agreement in the event that the Client: (a) exceeds the time of payment in relation to any Agreement between the Parties, suspends payment; (b) fails to

comply with his contractual obligations towards APOC; and/or (c) goes bankrupt, enters into liquidation, or, through other acts or omissions, gives justified cause for concern as to his liquidity.

- 7.4 APOC shall not be held liable for the impossibility of delivery or for delivery delays resulting from any event, including force majeure or other unforeseeable events that are beyond the control of APOC, at the time of conclusion of the Agreement (including but not limited to disruptions of operations of any kind, difficulties in procuring material or energy, delays in transport, strikes, legal lockouts, lack of energy or raw material, difficulties in procuring necessary permissions by government authorities, any actions taken by government authorities, lack of, incorrect or delayed delivery by suppliers). If such events make the delivery or rendering a service more difficult or impossible to APOC and the obstruction is not of a temporary nature, then APOC shall be entitled to cancel the Agreement. If the obstructions are of a temporary nature, then any terms of delivery or terms of service shall be extended or postponed by the amount of time of the duration of this obstruction plus an adequate restart time. A delay shall not entitle the Client to terminate, cancel, or refuse to accept a delivery, Order, or the Agreement, unless otherwise agreed by APOC. However, if the delivery is delayed more than one (1) month since the agreed date, the Client may have the right to cancel the Order.
- 7.5 APOC shall be entitled to partial deliveries, if:
- a. the Client is able use the partial delivery within the limits of the designated purpose agreed in the Agreement;
  - b. the delivery of the remaining part of the ordered Equipment is ensured; and/or
  - c. this partial delivery does not incur any substantial additional work or additional expenditures for the Client (unless APOC declares the acceptance of any such expenditures).
- 7.6 In the event of APOC being in default with a delivery of Equipment or should it become impossible for APOC to deliver the Equipment, then the liability of APOC for indemnification shall be limited by the provisions of Article 10 and 12 of this T&C, irrespective of the reason.

## **8. Passing of Risk, Shipment, Packaging, and Acceptance**

- 8.1 The risk, including the risks of loss or damage to the Equipment, shall pass on to the Client at the point of handover of the Equipment to be delivered from the custody of APOC for the purpose of transport. This shall apply also if the Client has charged APOC itself with the transport. This shall apply also in the event of partial deliveries or if APOC has agreed to accept other services (e.g. shipment). In the event of the shipment or handover of the Equipment being delayed due to reasons under the control of the Client, then the risk shall pass on to the Client on that day on which the Equipment to be delivered is ready for shipment and APOC has notified the Client accordingly.

- 8.2 The shipping method and packaging are subject to the discretion of APOC.
- 8.3 Storage costs after the passing of risk shall be borne by the Client. In the event of storage by APOC, the storage costs shall amount to zero point twenty-five percent (0.25%) of the invoiced amount of the goods to be stored for each elapsed week. APOC shall be entitled to terminate, suspend, or cancel the Order if the Client fails to take delivery or to pick up the Equipment made available to it within two (2) weeks after the delivery date. If APOC terminates or cancels the Order accordingly, a ten percent (10%) restocking fee shall apply to the Client.
- 8.4 APOC shall insure the shipment against theft, breakage, transport, fire, and water damages or any other insurable risk only upon express written request by the Client and at the expense of the Client.
- 8.5 If APOC requires the acceptance of the Equipment as a prerequisite for payment, then the purchased Equipment shall be deemed accepted, if:
- a. APOC has notified the Client accordingly by indicating the deemed acceptance and has requested the Client to accept the Equipment;
  - b. a period of seven (7) Business Days has passed since the delivery, or the Client has started to use the purchased Equipment (e.g. has put the delivered Equipment into operation); and/or
  - c. the Client has not effected acceptance within this period of time for any reason other than a notification of a defect that will render the use of the purchased Equipment impossible or substantially compromise them. A potential return of the purchased goods shall be subject to the consent by APOC in writing.
- For the avoidance of doubt, if the Client loses or damages an Equipment whilst in its care, custody, or control, the Client shall be responsible for such damage and it shall not be a reason to return the Equipment or to cancel the Order.

## **9. Retention of Title**

- 9.1 The following agreed retention of title shall serve to secure all existing current and future accounts receivable by APOC against the Client, resulting from the existing business relationship between both Parties.
- 9.2 The Equipment delivered to the Client by APOC shall remain the property of APOC until full payment of all secured accounts receivable. The Equipment as well as the Equipment placed under the retention of title according to this article shall be called Equipment subject to retention of title.
- 9.3 The Client shall be entitled to process, install or sell the Equipment subject to retention of title in a proper business transaction until an enforcement event (Article 9.7) occurs. Pledging or transferring by way of security of the Equipment shall be prohibited.

- 9.4 If the Equipment subject to retention of title is processed by the Client, then it shall be agreed that the processing shall be on behalf and on the account of APOC as the owner and that APOC shall acquire ownership or – if the material of several owners is processed and the value of the processed product is higher than the value of the Equipment subject to retention of title – the co-ownership (fractional ownership) of the newly created product in proportion to the value of the Equipment subject to retention of title compared to the value of the newly created product. In the event of no such acquisition of ownership by APOC occurring, the Client shall with immediate effect transfer his future ownership rights or – in the aforementioned proportion – co-ownership rights of the newly created product to APOC by way of security. If the Equipment subject to retention of title is combined or inseparably mixed with other products to become a uniform product, and if one of the other products is considered the main product, then APOC shall transfer the co-ownership of the uniform product to the client in the proportion as provided in this article, if the main product is the property of APOC.
- 9.5 In the event of a resale of the Equipment subject to the retention of title, the Client shall with immediate effect transfer the resulting accounts receivable against the purchasing party – or the co-ownership rights of APOC of the Equipment subject to the retention of title in proportion to the co-ownership – to APOC by way of security. The same shall apply to any accounts receivable that replace the Equipment subject to retention of title or result otherwise with respect to the Equipment subject to retention of title, such as insurance claims or claims resulting from unauthorised acts in the event of loss or destruction. APOC shall revocably authorise the Client to collect any accounts receivable transferred to APOC on behalf of himself on the account of APOC. APOC shall only be allowed to revoke this authorisation if an enforcement event occurs.
- 9.6 In the event of a third party taking hold of the Equipment subject to retention of title, especially due to garnishment actions, then the Client shall inform this party without delay of the ownership rights of APOC. The Client shall also inform APOC of this to allow APOC to enforce its ownership rights. If the third party is unable to compensate APOC for the resulting judicial and extrajudicial costs, then the Client shall be liable to compensate APOC.
- 9.7 If APOC cancels the contract (enforcement event) due to activities of the Client violating the terms of the Agreement – in particular defaulting in payment – then APOC shall be entitled to demand the return of the Equipment subject to retention of title from the Client's possession or from the possession of a third party holding the Equipment on behalf of the Client at the Client's expense.
- 9.8 If the applicable law of the jurisdiction in which the Equipment subject to retention of title is located does not permit a retention of title, but permits to retain similar rights to the delivered Equipment, then APOC herewith declares to exercise these rights. The



Client shall commit himself to cooperate in completing any potentially required formalities at the Client's expense.

## **10. Warranty**

- 10.1 APOC shall grant the Client a warranty equivalent to the warranties that APOC itself is granted by its contracting partners (e.g. usual manufacturer guarantee or repair guarantee).
- 10.2 The delivered Equipment shall be inspected thoroughly by the Client or, in the event of a delivery to a third party specified by the Client, by that third party immediately after delivery without undue delay. The Equipment shall be deemed accepted, if APOC does not receive a notification of defect in the way provided herein, pertaining to any obvious defect or any other defect, that would have been recognised upon an immediate and thorough inspection of the Equipment, within seven (7) Business Days after delivery of the Equipment by the Client. The rejected Equipment shall be returned to APOC carriage paid upon request by APOC. If the notification of defect has been justified by APOC, then APOC shall compensate the costs only for the route from the delivery location to APOC's location.
- 10.3 In the event of a defect in the quality of the delivered Equipment, which has been justified by APOC, APOC shall be committed and entitled to the rectification of the defect or replacement of the Equipment by choice of APOC within a reasonable period of time.
- 10.4 Should the defect be due to a fault on the side of APOC, then the Client may claim indemnification based on the requirements as provided in Article 12 of this T&C.
- 10.5 In the event of defects of parts of other manufacturers, which APOC may not rectify due to license rights or other actual reasons, then APOC shall by its own choice exercise its own warranty rights against the manufacturers and suppliers on account of the Client or assign the warranty rights to the Client. Warranty claims for such defects against APOC shall exist only based on the other requirements and by the provisions of this T&C, if the legal enforcement of the aforementioned claims against the manufacturer and the supplier has been unsuccessful, or is futile, for instance, due to insolvency. The statute of limitations of the respective warranty claims of the Client against APOC shall be suspended for the duration of the lawsuit.
- 10.6 Warranty shall not apply, if the Client modifies the delivered Equipment without authorisation by APOC or allows a third party to modify them, thus rendering the rectification of the defect impossible or unreasonably more difficult. In any event, the additional costs of rectification of the defect incurred by these modifications shall be borne by the Client.

- 10.7 If the delivery of used Equipment has been agreed with the Client, then this Equipment shall be delivered under the exclusion of any type of warranty whatsoever.
- 10.8 Unless otherwise agreed in writing or defined herein, the Equipment are sold by APOC on an 'as-is, where-is' basis, and APOC does not make and hereby expressly disclaims all other express or implied representations or warranties, including but not limited to non-infringement, remainder in effect, merchantability, accuracy, title, enforceability, fitness for a particular purpose of the Equipment or conformity to any law, regulation or standard.

### **11. Approvals of Equipment, Examination, and Defect Notification**

- 11.1 Complaints about any material and noticeable lack of conformity shall be registered without undue delay and not later than seven (7) Business Days after receipt.
- 11.2 Upon delivery the Client is obliged to carry out a thorough examination of the Equipment supplied. Defects, which should or could reasonably have been detected during such examination, shall not entitle the Client to advance a claim against APOC.
- 11.3 The Client loses the right to make any claim in respect of defects in the Equipment supplied if he does not give timely written notification of defect to APOC specifying the nature of the defect immediately after he has discovered it or should have discovered it.
- 11.4 Defects in Equipment supplied shall not entitle the Client to terminate or cancel the contract wholly or in part, always provided that (i) APOC sends goods in replacement of the defective Equipment; or (ii) repairs the defective part; or (iii) refunds an amount, equal to the amount paid for the part; or (iv) reduce the purchasing price as agreed by the Parties; within a reasonable period of time, and without any penalty and liquidated damages to APOC.
- 11.5 In the presence of minor deficiencies that do not prohibit the Equipment's use, it is deemed that the Equipment meets the required quality standards. The Client may reject the acceptance only if the deficiencies are deemed material and prohibit the Equipment from being used.
- 11.6 For the avoidance of doubt, the Client acknowledged that some Equipment constitutes new, used, or refurbished and/or reconditioned aircraft parts and components, which stem from regulated origins. APOC does not assume any obligation, and disclaims all responsibility and liability, in respect of the compliance of such Equipment with any applicable expiration dates, specifications, regulations, directives and/or laws in respect of airworthiness, allowed use or otherwise. Client agrees to solely accept the responsibility to evaluate the Equipment regarding its suitability for use and to ensure Client complies with any and all applicable specifications, regulations, laws, and

requirements of any and all regulatory and advisory bodies prior to its purchase of the Equipment. Considering the foregoing, Client specifically acknowledges that the Equipment may have defects in whatever shape or form, including with regard to integrity, reliability, and sound condition, and Client agrees to purchase the Equipment nonetheless in their current state.

## **12. Liability**

- 12.1 The liability of APOC for indemnification, irrespective of the legal basis, in particular for the reason of impossibility, default, delivery of defective goods or wrong delivery, breach of contract, breach of duties in contract negotiations and unauthorised actions, subject to factual fault, shall be limited by the provisions of this article.
- 12.2 APOC shall not be held liable for any damages, costs, and defects arising out of the sale of the Equipment other than the ones provided in this Agreement.
- 12.3 APOC shall not be liable to the Client for any incidental, consequential, special, indirect, or exemplary damages arising from or in connection with the Agreement, including but not limited to lost profits or costs of cover, loss of use, product recall costs, or business interruption.
- 12.4 APOC's cumulative liability in connection with or arising out of the Agreement however caused and whether arising under statutory law, contract, negligence, duty to undo or any other theory of liability, will in no event exceed the sum of the purchase price paid by the Client to APOC for the batch of the Equipment in respect of which such liability arises.
- 12.5 The aforementioned exclusions and limitations to liability shall apply also for the benefit of the executive organs, legal representatives, employees and other vicarious agents of APOC.
- 12.6 Insofar as APOC provides technical information or gives advice and this information or advice is not owed as part of the scope of services as agreed in the contract, then this information or advice shall be provided free of charge and exclusive of any liability.
- 12.7 The limitations of liability set forth in this article shall apply to the maximum extent permitted under applicable law and regulations. Nothing in the Agreement will limit either Party's liability in a manner that would be unenforceable or void as against public policy in the relevant jurisdiction.

## **13. No Export to Russia**

- 13.1 The Client shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in

connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

- 13.2 The Client shall undertake its best efforts to ensure that the purpose of Article 13.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 13.3 The Client 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 Article 13.1.
- 13.4 Any violation of Article 13.1, 13.2, and/or 13.3 shall constitute a material breach of an essential element of the Agreement, and APOC shall be entitled to seek appropriate remedies, including, but not limited to termination of the Agreement.
- 13.1 The Client shall immediately inform APOC about any problems in applying Article 13.1, 13.2, and/or 13.3, including any relevant activities by third parties that could frustrate the purpose of Article 13.1. The Client shall make available to APOC information concerning compliance with the obligations under Article 13.1, 13.2, and/or 13.3 within two (2) weeks of the simple request for such information.

#### **14. Client's Representations and Warranties**

- 14.1 Client shall at all times comply with all applicable laws, rules, regulations and statutory requirements that from time to time come into force that relate to competition, anti-corruption and bribery, Sanctions, and export controls.
- 14.2 Client represents and warrants that it has obtained the necessary authorisation required in order to enter into and execute the Agreement, and has taken all actions necessary to execute, deliver, exercise their rights, and perform their obligations under the Agreement.
- 14.3
- 14.4 Client represents and warrants that neither it nor any of its affiliates, shareholders, beneficial owners, officers, directors employees, agents, (sub)contractors, or any other party controlling it or acting for or on its behalf, is a Restricted Person, is affiliated with a Restricted Person, or is acting for or on behalf of a Restricted Person.
- 14.5 Client represents and warrants that on the effective date of the Agreement there are no disputes, lawsuits, bankruptcy, submissions, or ongoing claims that could materially affect the ability of each Party to carry out their obligations under the Agreement and/or affect the validity of the Agreement.

#### **15. Remedies**

- 15.1 Notwithstanding other provisions of this T&C, in the event of default or non-compliance of the Agreement by the Client, APOC will be entitled to, without prejudice to its other rights and remedies and without being liable for any compensation, by giving the Client written notification taking immediate effect:
- a. Terminate the Agreement, either partially or entirely;
  - b. Cancel or suspend further deliveries;
  - c. Take repossession of any delivered Equipment which has not been paid for; and/or
  - d. Demand compensation for the damages and costs incurred.
- 15.2 In the event of default by the Client, all indebtedness of the Client to APOC shall become due and payable and shall be paid immediately.

## **16. Other provisions**

- 16.1 The Agreement language shall be English.
- 16.2 The Agreement shall be governed by the laws of the Kingdom of The Netherlands. The sole place of jurisdiction for all disputes resulting from or in connection with this Agreement shall be The Hague, The Netherlands, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.
- 16.3 The Agreement (including these T&C, the Order, and other related documents) and any information related thereto are confidential and shall not be disclosed to any third party unless otherwise agreed between the Parties or it is required by applicable laws.
- 16.4 Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, except that APOC may assign or transfer any or all of its obligations under the Agreement to any affiliated company.
- 16.5 If any provision of this T&C or the Agreement is determined to be invalid or unenforceable under applicable law, such provisions shall be amended by the Parties to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of the Agreement shall continue in full force and effect.
- 16.6 Any waiver of, failure, or delay in the exercise of rights or remedies under this Agreement will not operate to waive or impair such rights or remedies, or be construed to require future or further waivers.
- 16.7 The provisions of the Agreement may not be modified or amended, except by a written instrument duly executed by each Party.

16.8 APOC may change these T&C from time to time at its sole discretion without prior notice to the Client, however, APOC shall announce amendments of these T&C by publishing the revised version thereof on APOC's official site. Revised T&C, or any part thereof, shall be deemed effective and applicable from the moment they are published and made available for review, except when such amendments provide otherwise. For the avoidance of doubts, the changes shall not affect the Orders, executed in accordance with the version of the T&Cs which were in force on the day of signing of respective Order by both Parties.