

## SATAIR STANDARD REQUIREMENTS FOR PURCHASE

### 1. PURPOSE

The Standard Requirements for Purchase contained herein ("**Requirements**") shall govern any and all purchase orders ("**Purchase Order**") placed by Satair with a supplier ("**Supplier**") concerning products directly or indirectly supplied by the Supplier, including but not limited to parts, tools, ground support equipment (the "**Products**") or services related to the distribution and sales of the Products, including any aftersales and product support services ("**Services**"). Satair and the Supplier are individually referred to as a "**Party**" and collectively as the "**Parties**".

"**Satair**" means Satair A/S, Satair USA, Inc. Satair (Beijing) Co Ltd; Satair Pte. Ltd, Satair UK Ltd and any entity that, directly or indirectly through one or more intermediaries, is controlled by said entities.

The Requirements are published and available on Satair's website, [www.satair.com](http://www.satair.com). Satair may amend the Requirements at any time without notice. The Requirements which were in force at the time of the placement of the purchase order by Satair shall continue to govern such order.

When supplying Products and/or Services to Satair, the Supplier agrees to observe and comply with the Requirements.

### 2. GENERAL REQUIREMENTS

All Products shall be appropriately identified, preserved and packed as per manufacturer's specification and packaging for transportation shall meet ATA 300 specifications or equivalent.

Sensitive Products (electrostatic discharge sensitive devices (ESD), refrigerated Products, hazardous materials, etc.) must be identified, marked, preserved, stored, packed and shipped as per manufacturer's recommendations and applicable regulations. Marking shall be clear and include all special storage and handling instructions.

Shelf life limited Products should be delivered with at least 75% remaining shelf life, unless otherwise has been agreed.

Shelf life limited Products must be marked with cure date or expiration date. This information must be available on the Products and/or documents.

Packing, O-rings and/or seals of class A specified in ATA 300 must be individually packed and labelled.

The Supplier shall provide Satair with applicable Material Safety Data Sheets for Products designated as hazardous materials.

The Supplier shall use all reasonable commercial efforts to accept each Purchase Order in writing within seventy-two (72) hours after receipt. For Purchase Orders with AOG priority, the Supplier shall respond within four (4) hours and for WSP priority, within twenty-four 24 hours.

Suppliers authorised to drop-ship must provide a copy of the traceability/shipping documents (e.g. ARC, C of C, packing slip/delivery note, etc.) prior to shipment via email to Satair Supply Management as indicated on the Purchase Order or no later than one (1) business day. Failure to provide the shipping paperwork in time will result in a raised non-conformity.

### 3. DOCUMENTATION

All accompanying documents (certificates, delivery notes, etc.) must demonstrate complete traceability throughout all steps of purchase, by stating Purchase Order number, form tracking number, serial number, batch number or similar.

Format and content of the external provider's delivery documentation package shall be in English.

All enclosed documents and other relevant documentation shall be retained, including providing retention period of ten (10) years and disposition requirements.

In connection with alternate Products, Satair is to accept proof of interchangeability prior to shipment. This process must take place during the order acknowledgement stage.

The original certificate should always accompany the Products. However, if a single certificate was used to release a number of Products and subsequently those Products are separated from each other, e.g. through a parts distributor, then a "True Copy" of the original certificate must accompany the items.

Products must comply with latest Airworthiness Directive and/or Service Bulletin, unless otherwise specified on the Purchase Order

Products delivered must be the latest revision, unless otherwise specified in the Purchase Order.

### 4. GENERAL QUALITY REQUIREMENTS

The Supplier shall provide Satair with the commodity code of goods provided under the Purchase Order.

The Supplier shall at all times:

- notify Satair of non-conforming processes, Products or Services and obtain approval for their disposition within seventy-two (72) hours after disclosure;
- notify Satair of any conditions which product malfunctions, defects and non-airworthy conditions within seventy-two (72) hours after disclosure;
- allow Satair, Satair's customers, and regulatory authorities the right of access to applicable areas of the Supplier's facilities and to applicable documentation, at any level of the supply chain;
- the use of statistical techniques for Product acceptance and related instructions for acceptance by the organisation;
- notify Satair in writing of changes to processes, Products or Services, including changes of their third party providers or location of manufacturing and any significant changes related to the Supplier's approvals and capabilities;
- have implemented a quality management system; preferably AS 91xx or EN 91xx series or ISO 9001;
- prevent the use of suspected unapproved, unapproved, and counterfeit parts and/or products;
- flow down to third party providers applicable requirements including these Requirements;
- provide test specimens for design approval, inspection/verification, investigation or auditing, when required;

- ensure that its personnel is aware of:
  - their contribution to Product or Service conformity;
  - their contribution to product safety;
  - the importance of ethical behaviour

This clause 4 does not apply to any A220 specific Purchase Orders, these shall comply with the requirements as established in QMS 09-01, available on [www.airbus.com](http://www.airbus.com).

## 5. SANCTIONS AND EXPORT CONTROL

The Supplier shall provide Satair with any documentation and other information that supports the export control classification of goods provided under the Purchase Order.

The Parties agree to comply with US, E.U, UK, Denmark, France, Germany and Spain and Supplier national export control, sanctions and embargoes laws and regulations (hereafter referred as “**Sanctions and Export Regulations**”) and acknowledge that diversion to such Sanctions and Export Regulations is prohibited.

For purposes of this clause “**Sanctioned Person**” means (a) any natural or legal person that is the target of any Sanctions and Export Regulations or (b) any legal person that is directly or indirectly owned 50% or more, individually or in the aggregate, and/or controlled by one or several person(s) designated under (a).

The Parties agree that Satair must have the ability to use and to deliver any Product (tangible or intangible) and/or any Service and Satair's customers to use, operate and/or maintain:

- Its final deliverable for which any Product (tangible or intangible) and/or any Service is procured in accordance with Sanctions and Export Regulations; and
- As per the end-use and, when applicable, the end-user for which any Product (tangible or intangible) and/or any Service is procured, as specified by Satair.

Prior to approving the Purchase Order and subsequent Purchase Orders, Supplier must provide to Satair an Export Control Classification Declaration (ECCD) in form to be provided by Satair and the Sanction and Export Regulations applicable to any Product (tangible or intangible) and/or Service available to Satair.

Whenever all or part of the Product (tangible or intangible) and/or Service is subject to Sanctions and Export Regulations, Supplier must:

- Request on time, at no cost to Satair, any relevant licenses or authorizations for the export, re-export, transfer, delivery and use of the Product (tangible or intangible) and/or Service as necessary for Satair; and
- Provide Satair, upon request, with all applicable declarations, certifications and authorizations required by Sanctions and Export Regulations and (if applicable) any Technical Assistance Agreements, with respect to the Products and as is necessary for Satair including the compliance obligations of Satair.

Unless the above is provided to Satair and prior written approval has been obtained from Satair Export Control Department, the Product (tangible or intangible) and/or Service shall not be delivered to Satair.

Each of the Supplier and Satair represents that, as of the Effective Date, it is not a Sanctioned Person or located in a comprehensive embargoed country according to Sanctions and Export Regulations.

In the event that Supplier (i) becomes a Sanctioned Person and/or (ii) the performance of a Party's obligations under a Purchase Order would constitute a breach of Sanctions and Export Regulations, (each a Sanction Event) Satair shall be entitled to suspend performance of its obligations under the Purchase Order without prior notice and with immediate effect and to cancel the Purchase Order (including any other Purchase Order Satair has placed with the Supplier) with a prior written notice and with immediate effect. In each case, without any liability for Satair. It is further understood that any remedial action undertaken by Supplier is without prejudice to Satair and/or Satair's rights to claim compensation for all the costs, damages and losses suffered as a consequence of the mentioned failure and/or its right to cancel a Purchase Order.

### No re-export

Without prejudice and in addition to the other provisions of this Clause “Sanctions and Export Control”, the Parties shall not sell, export or re-export, directly or indirectly, to or for use in Russia and Belarus any Products or Services supplied by the Parties under or in connection with a Purchase Order that fall under the scope of Article 12g of EU Regulation No 833/2014 and Article 8g of EU Regulation No 2024/1865 (the “**Article 12g/8g**”).

The Parties shall set up a mechanism to ensure that third parties comply with the principles of Article 12g/8g when applicable.

The Parties shall inform each other about any problems in applying Article 12g/8g including any non-compliance with its provisions.

Any violation of Article 12g/8g by a Party (the “Defaulting Party”) shall constitute a breach of the Purchase Order and the other Party shall be entitled to suspend, without liability, deliveries which are impacted by the violation to the Defaulting Party; and/or claim at law for demonstrable damages suffered as a direct consequence of the violation.

The rights and obligations expressed herein shall apply solely to transactions within the scope of Article 12g/8g.

### Iron and Steel declaration

The Supplier declares that steel and iron Products delivered to Satair as listed in Annex XVII List of Iron and Steel of the Council Regulation (EU) no 833/2014 EU Regulation as amended on 23 June 2023 (the “**Regulation**”), are and will continue to be delivered in compliance with the Regulation.

The Supplier undertakes to make available to Satair and to the customs authorities any further supporting documents which would be required by the relevant Satair entity, the customs authorities of the country of the buyer or/and of the country of destination.