

1. Definitions

EDELWEISS	Edelweiss Air AG, a Swiss company having its principal office at The Circle 32, 8058 Zurich Airport, Switzerland, who is the buyer of Goods and/or Services under the Contract
Supplier	Natural person or legal entity who is the seller and supplier of Goods and/or Services under the Contract.
Recipient	Natural person or legal entity who receives the Goods and/or Services in the name and/or on behalf of EDELWEISS. In certain cases, EDELWEISS may be the Recipient.
Parties	EDELWEISS and Supplier (and "Party" shall mean either of them).
Goods	All goods covered by the Contract.
Services	All services covered by the Contract.
Supplies	Goods and/or Services as applicable.
Contract	The sale and purchase agreement between EDELWEISS and Supplier regarding the sale and supply of Goods and/or Services consisting of an individual contract (be it in form of a frame contract, or any other kind of contract or agreement based on a purchase order to supply Goods and/or Services).
GTC	These General Terms and Conditions.

2. Scope of Application of these GTC and Order of Precedence

These GTC govern the conclusion and content of and performance under a Contract.

These GTC are binding for the entire present and future business relationship between the Parties and apply to all purchase orders made by EDELWEISS, even if these GTC are not expressly incorporated by reference. With conclusion of the Contract and acceptance of a purchase order the Supplier assents to these GTC.

Unless explicitly agreed in writing by EDELWEISS, no terms and conditions submitted or referred to by any Supplier when tendering, confirming a Contract, delivering Goods, rendering Services or issuing invoices shall become part of the Contract and/or purchase order. In case of inconsistency between the terms of the individual contract (and the documents referred to therein) and these GTC, the former shall prevail.

3. Conclusion of the Contract changes

The Contract and each purchase order must be made in writing. In case of disrespect of this written form requirement EDELWEISS is entitled to reject the Goods and Services and/or deny payments of such Supplies.

EDELWEISS may amend and/or modify and/or cancel its purchase order or withdraw from its contract offer until receipt of acceptance of the purchase order or receipt of acceptance of the contract offer by the Supplier. The same rights apply to EDELWEISS to Supplier's offers before explicit confirmation of such purchase and/or sale agreements.

EDELWEISS may at any time make changes in the specification, quantities, delivery terms, scope and /or any other provisions of the contract and/or purchase order, by means of a written notice to the Supplier, if such changes are deemed reasonable and justified due to any changed circumstances.

If in the Supplier's opinion, such changes affect the cost or time required for supply of Goods or performance of Services as contracted, the Supplier shall notify EDELWEISS in writing with appropriate substantiation regarding the claimed impact. The purchase order with a distinct order number and line number will be transmitted to the supplier by e-mail, fax or in another electronic form. If such purchase order is not provided, an effective individual agreement is not concluded. In that case, the Supplier is not permitted to perform any services and EDELWEISS is not obliged to compensate such not in due form agreed services.

4. Engagement of Third Parties

The Supplier may engage third parties for the performance of the contractual obligations only with prior written consent of EDELWEISS. In any case the Supplier shall remain responsible and liable for the services rendered by the engaged third parties.

The Recipient acts on behalf of EDELWEISS in all contractual matters related to the Contract.

5. Delivery Acceptance and Performance

General

The Supplier shall deliver the ordered Supplies according to the Incoterms 2020 as specified in the Contract. If there are no specified Incoterms stated in the Contract then DDP (Delivered Duty Paid) shall be applicable.

All deliveries must include a delivery note stating the order number and Recipient concerned and any other information required in the Contract. The Supplier shall include details of the origin and the custom tariff number of the Goods on the invoice as well as on the delivery note. The Supplier shall be liable for any additional customs, duties and related costs caused by a lack of such details.

Benefit, risk and title of the Goods and/or Services shall pass to EDELWEISS upon delivery and acceptance of the Goods and/or Services at the place of delivery.

Inspection and Quality Assurance

The Supplier shall implement an appropriate and recognised quality assurance programme to ensure that the Goods and/or Services comply with the requirements of the Contract and industry standards and provide EDELWEISS with all reports and certificates and other documentation as required under the Contract or as EDELWEISS may reasonably require. The Supplier shall provide EDELWEISS timely notification of any testing and EDELWEISS and/or any third party authorised by EDELWEISS shall be entitled to attend the tests.

Any approval of a test by EDELWEISS, any inspection or testing, waiver thereof or failure to perform as contracted shall in no event relieve the Supplier from any liability nor imply EDELWEISS' acceptance of the Goods and/or Services.

EDELWEISS and/or the Recipient of Supplies reserve the right to inspect the Goods and / or manufacturing / assembling facilities and supervise the Services at any time before or after the delivery at the premises of the Supplier (or any sub-contractor of the Supplier). The Supplier shall ensure that the agreements with its sub-contractors permit such inspection. Such inspection or supervision shall not relieve the Supplier of any obligation under the Contract.

Place of Delivery / Place of Performance

The place of delivery of Goods respectively place of performance of Services shall be the delivery or performance address respectively of the Recipient as stated in the Contract and/or purchase order. The Supplier will be held responsible for any additional expense incurred in the delivery of Goods to an incorrect destination or the rendering of Services at the incorrect place.

Delivery deadlines

All agreed deadlines are binding. If the Supplier fails to meet agreed deadlines, he is considered in default immediately upon the expiration of such deadline. Partial deliveries and advance deliveries may only be made if approved in advance and in writing by EDELWEISS or Recipient. In case of call-of orders, the Supplier must deliver the Goods within five days after having received the request, unless otherwise stated in the Contract. All requests for such call-of orders must be made in writing.

Late or incomplete delivery

In case of late delivery, the Supplier has to inform EDELWEISS and the Recipient immediately in writing about the fact and the reasons of such delay and the expected delivery date.

In case of late or incomplete delivery of Goods the following compensation is agreed:

- delay of up to 2 days: no compensation
- delay of 2 to 5 days: 20% reduction of the price of the Goods concerned
- delay of 5 to 10 days: 40% reduction of the price of the Goods concerned
- delay of more than 10 days: 60% reduction of the price of the Goods concerned.

In addition to the compensation above in case of late or incomplete deliveries of more than 10 days or in case of repeated late or incomplete deliveries of a total of more than 20 days EDELWEISS has the right to terminate the Contract and annul the purchase order with immediate effect in writing.

The payment of any compensation under this clause does not alter Supplier's obligation of on-time delivery and EDELWEISS keeps all legal and contractual rights and remedies for late or incomplete delivery.

The Supplier shall not be deemed to be in default on account of delays in delivery due to events of Force Majeure as set forth below or due to reasons attributable to EDELWEISS or the Recipients.

Packing

Irrespective of whether the transportation of the Goods is provided by EDELWEISS or the Supplier, Supplier shall pack the Goods according to all applicable regulations. Any special regulations, such as, but not limited to ADR, ATA 300, IATA-DGR, ICAO-TI, IMDG-Code or RID for the shipment of the Goods shall be observed and adhered to by Supplier.

The Supplier shall in a timely manner provide detailed and accurate transport documentation to EDELWEISS as EDELWEISS may reasonably require.

The Supplier shall deliver the ordered Supplies in appropriate packing, which should however be kept to a minimum. The Recipient is entitled to return all re-usable packing material to the Supplier and EDELWEISS is entitled to obtain credit for the same.

All packing units must have a label showing content, quantity and EDELWEISS article number as well as any other information required in the Contract. All packing units must contain only Goods of identical nature. The Supplier ensures that the necessary certificates and documentation for the Goods are enclosed within the package of the goods. All packaged food items must show their date of production and their use-by date. In case of dangerous or hazardous Goods, the packaging must contain clear indications conform to the relevant regulations and laws.

Contract of carriage and insurance

The Supplier must organize the transport of Goods at its own risk and expense to the place of delivery. Instructions in the Contract related to means of transportation and the choice of the carrier must be observed.

The Supplier shall have an appropriate insurance cover for loss of and/or damage to the Goods delivered. EDELWEISS shall on request obtain written confirmation of such insurance cover from the Supplier.

Examination and Acceptance

The Recipient of Supplies shall examine the Goods delivered within thirty (30) days of delivery. The Recipient of Supplies shall have the right to reject Supplies which are not in accordance with the Contract. Payments for the Supplies shall not be regarded as acceptance of the delivery. Acceptance of Supplies does not prejudice any warranty rights for hidden defects of any Supplies.

Performance

The parties notify each other immediately of any circumstances arising on their respective sides that jeopardise or could jeopardise the performance of the contract. The contract is performed in accordance with recognised methods, current standards and any instructions provided by EDELWEISS under the contract. The Supplier informs EDELWEISS regularly about the progress of the work and requests instructions from EDELWEISS if anything is unclear.

6. Deployment of staff

The Supplier deploys only trustworthy, carefully chosen and properly trained staff to provide services under the contract, including secondary services. It replaces staff who EDELWEISS believes lack the requisite specialist knowledge or hinder the performance of the contract in any other way within a reasonable time frame at EDELWEISS request.

The parties agree the project organisation and name the individuals responsible for each function.

Where EDELWEISS deems that increased protection is needed (e.g. for personal data), it can require the Supplier to provide documentation on additional checks of the staff deployed (e.g. criminal records). Details are set out in the contract.

7. Price

All prices shall be binding and remain unchanged for at least twelve (12) months from receipt of the quotation.

All prices shall include all direct discounts, packing, transport, insurance, custom fees and any taxes with the exception of the value added tax.

All costs or compensation with regard to the sale and delivery of Goods and/or the performance of Services which are not specifically determined in the Contract shall be borne by the Supplier.

8. Terms of Payment

The Supplier shall issue an invoice as stated in the Contract or purchase order in the currency agreed for the Supplies.

The invoice must contain the following information at a minimum:

- Cost Center / Cost Type / Name of ordering Person
- Full name and full address of the supplier and recipient
- Payment details (SWIFT / IBAN etc.)
- Tax identification number or VAT number of the supplier
- Invoice date
- Supplier invoice number
- Time period during which the goods and/or the services were provided
- Currency (Rate Currency / Invoice Currency / applied FX-rate)
- Charges broken down by tax rates and individual tax exemptions
- Applicable tax rate and the amount of tax due on the fee
- Due Date
- EDELWEISS purchase order number

Contact Details

Invoices have to be submitted to the inbox invoice@flyedelweiss.com as pdf-format only. Please note:

- The e-mail may only contain invoices and attachments which will be auto-processed. Any additional information the e-mail may contain will be disregarded by the system.
- Invoices and its corresponding attachment may be kept in pdf- or excel-format only. Please attach only one document per invoice, including all attachments, starting with the invoice
- An e-mail may contain several invoices.
- The size per any one e-mail is limited to 10 MB.
- Please do not submit invoices via e-mail and per post simultaneously.

For financial queries, please contact finance@flyedelweiss.com.

Payment shall be effected net within sixty (60) days as from the day on which EDELWEISS has received the invoice in conformity with this clause.

9. Warranty

Warranty of Quality

The Supplier warrants that all Goods and/or Services:

- are in accordance with the Contract,
- correspond strictly with any and all descriptions, advertisements, brochures, drawings, specifications and samples given by Supplier or stipulated in the Contract;
- are fit for all purposes for which the Goods in question are supplied and for any other purpose EDELWEISS has expressly made known to the Supplier;
- are of perfect quality and free from any defects;
- are in compliance with all applicable national and international laws and standards, in particular any applicable health, safety and employment regulations;
- are carried out with proper and reasonable skill and care and to the highest professional standards;
- comply with any other quality standards which EDELWEISS may not have specifically stated but which the Supplier can reasonably assume and which are a standard in the industry for the goods and/or services to be supplied.

Remedies for Breach of Warranty

The warranty period shall extend for twenty-four (24) months following acceptance of the delivery.

In case of breach of a warranty obligation by the Supplier EDELWEISS is entitled to – at its own discretion – request the prompt rectification of the deficiency free of charge or the replacement of the Goods concerned. In the case the Supplier fails to rectify the deficiency or replace the defective Goods within an acceptable time for EDELWEISS, EDELWEISS is entitled to either request a reduction of the purchase price, to withdraw from the Contract or to buy a substitute product from a third party at prevailing market prices and condition, in which case the Supplier shall be liable for the price difference and all related consequences. If damage has occurred due to the breach of warranty, the Supplier shall in addition be liable for its compensation.

10. Liability

The Parties shall be liable for any damage caused by negligence or willful intent to the other Party or to the Recipient.

The Parties shall be liable for the conduct of their staff members and other auxiliary persons as well as third parties engaged for the purpose of performance of the Contract (e.g. sub-suppliers, subcontractors, substitutes) in the same way as for their own conduct.

The Supplier shall maintain, and cause its subcontractors and sub-suppliers to procure and maintain, with respect to the subject matter of the Contract appropriate insurance coverage, acceptable to EDELWEISS, for the duration of the Contract and until expiry of the latest defect liability period. Upon EDELWEISS' request, the Supplier shall promptly furnish EDELWEISS with insurance certificates evidencing such insurance coverage.

The Supplier shall be liable for all deductibles and/or excesses except where EDELWEISS is solely responsible for the occurrence giving rise to any insurance claim involving the Goods, Services or Contract. Comprehensive general liability, product liability, employer's liability and professional indemnity insurance shall be for at least CHF 2,000,000 (two million CHF) per occurrence.

11. Intellectual Property Rights

The Supplier warrants that all Goods delivered and all Services rendered do not infringe any third party's registered or non-registered foreign or domestic intellectual

property right, such as patent, design, trade mark, service mark, copyright, right of confidence or know-how.

The Supplier will indemnify and hold EDELWEISS, its employees and the Recipient harmless for and against any claims, demands, costs and damages (including attorney fees) relating to the infringement of any third party's intellectual property right by the Goods and/or Services of the Supplier.

EDELWEISS shall have the irrevocable, royalty free and unrestricted worldwide right to use and transfer (including the right to sublicense to any tier level) all systems, programmes, documentation, know-how, technology, process and development of products, created in the course of the contractual relationship between the Parties or other intellectual property rights relating to or embodied into the Product delivered to the Edelweiss.

The Supplier shall do all such things and execute all such documents as may be necessary to effectuate any such ownership of EDELWEISS.

The delivered Goods and rendered Services as well as the related documents, drawings and plans produced especially for EDELWEISS are the property of EDELWEISS or such property will be duly transferred to EDELWEISS by Supplier and may not be made available to third parties. All intellectual property rights on the Goods and Services provided to EDELWEISS such as, but not limited to the right of use shall be transferred to EDELWEISS immediately upon their coming into existence. Supplier grants EDELWEISS free of additional charges an irrevocable, timely unlimited, exclusive, worldwide, royalty free and unrestricted right to use and transfer (including the right to sublicense to any tier level) all systems, programmes, documentation, know-how, technology, process and development of products, created in the course of the contractual relationship between the Parties or any other intellectual property rights relating to or embodied into the Product delivered or Services rendered that are not transferred to EDELWEISS upon their coming into existence.

The Supplier shall do all such things and execute all such documents as may be necessary to effectuate any such ownership or right of use of EDELWEISS.

12. Export Regulations

The Supplier warrants and shall be liable for respecting all applicable export and customs regulation. Any documentation thereto shall be provided by the Supplier free of charge.

13. Confidentiality Obligation and Data Protection

Each Party (the "Receiving Party") shall keep secret and shall not disclose any information and personal data provided by the other Party (the "Disclosing Party"), including information concerning the business, operation or customers of the Disclosing Party and its suppliers (the "Confidential Information"), to any third party. In cases of doubt, facts and information shall be treated confidentially. The Parties are obliged to take all economically reasonable and technically and organizationally possible measures to ensure that Confidential Information is effectively protected from access and knowledge by unauthorized parties. For the purpose of this provision Lufthansa Group companies shall not be considered as a third party.

The Receiving Party may communicate Confidential Information to its employees, suppliers, contractors and consultants only to the extent necessary to fulfil the Contract, only on a strict "need to know" basis and only under the condition such employees, suppliers, contractors or consultants are bound by a confidentiality obligation equivalent to the obligations the Receiving Party has under this clause.

The Supplier is obliged to inform the Receiving Party immediately if it knows or suspects that information, which it processes for the Receiving Party, has been subject to unauthorised access, has been passed on to unauthorised third parties, has been lost or damaged, or has been (or may have been) otherwise processed illegally or in violation of the contract. In addition, the service provider must immediately take the necessary emergency measures to secure the data and to prevent or minimise any possible adverse consequences.

14. Force Majeure

No Party shall be deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any of its respective obligations, if the delay or failure was due to any cause beyond its reasonable control, including but not limited to acts of Gods, explosions, floods, fire or accident, war, terrorism, civil disturbance, import or export regulations or embargoes ("Force Majeure Event").

In the event of either Party being so hindered or prevented by a Force Majeure Event, such Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any Party whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the Force Majeure Event and shall notify the other Party hereof. In the event that a Force

Majeure Event continues for more than sixty (60) days, either Party may terminate the Contract with immediate effect.

15. Audit

Supplier shall permit EDELWEISS (and/or its authorised representatives), to inspect and audit: (i) the Supplier's records in relation to its obligations under the Contract (including the anti-money laundering records and for the purposes of validating the amount of any fees, commissions or other charges payable); (ii) other relevant data relating to the Goods and Services and Supplier's obligations under the Contract; and (iii) the Supplier's processes, systems and controls; all for the purposes of monitoring and checking the Supplier's compliance with the Contract, auditing the Supplier's information security arrangements and otherwise for complying with EDELWEISS' internal and external audit requirements, and the Supplier agrees to fully co-operate with EDELWEISS (and/or its authorised representatives) for such purposes.

16. Corporate Social Responsibility, Human Rights and Environmental Protection

Human rights and environment-related obligations pursuant to the UN Global Compact and the Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz – "Supply Chain Act"), ILO basic principles

The Supplier shall cooperate with EDELWEISS and support EDELWEISS with best efforts to implement the measures required by the Supply Chain Act with a view to terminating, preventing, and minimizing human rights and environment-related risks and violations, particularly the implementation of required preventive and remedial measures.

The Supplier assures to comply with the expectations of the LUFTHANSA GROUP as expressed in its Supplier Code of Conduct ([LHG-Code-of-Conduct-Supplier-20231219-EN.pdf](https://www.lufthansa.com/~/media/press/2023/12/19/EN.pdf) ([lufthansagroup.com](https://www.lufthansa.com/~/media/press/2023/12/19/EN.pdf))).

Supplier Undertakings

The Supplier undertakes to comply with the ten principles of the UN Global Compact, the five basic principles of the International Labor Organization (ILO) and the following precepts and prohibitions: prohibition of child labor; prohibition of forced labor and all forms of slavery, exploitation, humiliation and abuse; prohibition of disregard for occupational safety and health and protection from work-related health hazards; disregard for freedom of association and the right to collective bargaining; prohibition of unequal treatment in employment; prohibition of the withholding of an adequate living wage; prohibition of the destruction of natural resources through environmental pollution; prohibition of unlawful infringement of land rights; prohibition of the commission or use of private or public security forces which, due to a lack of instruction or control, may lead to harm to life and limb; prohibition of any act or omission in breach of duty to act that goes beyond the foregoing and which is directly likely to impair, in a particularly serious manner, a protected legal position within the meaning of section 2 paragraph 2 of the Supply Chain Act and the unlawfulness of which is obvious upon reasonable assessment of all the circumstances in question; prohibition of the production, use and/or disposal of mercury pursuant to the Minamata Convention; prohibition of the production and/or use of substances within the scope of the Stockholm Convention (persistent organic pollutants - POPs) as well as the non-environmentally sound handling of wastes containing POPs; prohibition of the import or export of hazardous wastes within the meaning of the Basel Convention.

The Supplier undertakes to provide human rights or environment-related training for employees who are responsible for minimizing or exposed to relevant risks. EDELWEISS may require the Supplier to provide evidence of the performance of and participation in relevant training courses or to ensure that the relevant employees of the Supplier participate in any relevant training courses offered by EDELWEISS.

The Supplier undertakes, upon EDELWEISS' request, to inform its employees about the possibility of using LUFTHANSA GROUP's complaint procedure. Information about the complaint procedure as well as access to it are available at <https://investor-relations.lufthansagroup.com/de/corporate-governance/compliance/hinweisegebersys-tem.html>.

The Supplier further undertakes to use best efforts to pass on the obligations pursuant to this Clause 16 to its direct suppliers in an obligatory manner.

Risk Analysis

If EDELWEISS requests information from the Supplier in context of its risk analysis to be carried out under the Supply Chain Act to identify or assess human rights or environment-related risks, the Supplier shall provide EDELWEISS adequately with the required information to the extent permitted by applicable law or contractual obligations. The Supplier agrees that for the purposes of its risk analysis, EDELWEISS transfers relevant information on the contractual relationship with the Supplier to a third party specialized on risk analysis that processes the information on behalf of EDELWEISS.

Breach of any obligations set forth in this clause 16

If the Supplier discovers or otherwise becomes aware of a potential violation of human rights or environment-related obligations in its own business operations in relation to the provision of services to EDELWEISS, it shall be obliged to inform EDELWEISS thereof and the measures it has taken consequently.

If EDELWEISS notices that the Supplier is in breach of any of the obligations set forth in Clauses 16, EDELWEISS reserves the right to temporarily suspend the contract concluded with such Supplier or - if necessary, also extraordinarily - to terminate it for good cause.

Audit

Once a year or occasion-related, EDELWEISS is entitled to conduct an audit on the Supplier's business and industrial premises and within its business operations to identify and assess human rights and environment-related risks or violations and to assess and determine whether the Supplier complies with its obligations pursuant to this clause 16. EDELWEISS may mandate a third party, which is bound to professional objectivity and secrecy, to conduct the Audit during the Supplier's regular business hours. EDELWEISS shall notify the Supplier of the Audit with a prior two-weeks' written notice. The Supplier is entitled to take appropriate measures to protect its business secrets and personal data, particularly customer data. The Supplier bears the cost of the Audit unless it demonstrates that no human rights or environment-related risk or violation and no violation of human rights or environment-related due diligence obligations exist.

Reservation to change

The obligations to be complied with by the Supplier pursuant to this Clause 16 may be adjusted at any time depending on the results of the risk analysis continuously conducted by EDELWEISS. The Supplier will be informed by EDELWEISS one month prior to the entry into force of any adjustment and has the option to object to this within two weeks from the date of knowledge, of which EDELWEISS will again inform the supplier separately in each individual case.

17. Miscellaneous

Advertising

Without written consent, the Supplier may not mention or otherwise draw attention to its relationship with EDELWEISS or the Recipient in its advertising or in any other form.

Correspondence

All correspondence (e.g. invoices, shipment notifications, delivery notes, samples and similar) shall include the Contract or purchase order number and the correct address of the Parties.

Modification of the Contract

The Contract may only be modified or amended by a document signed by both Parties. Any provision contained in the Contract may only be waived by a document signed by both Parties waiving such a provision.

Assignment

The Contract and/or any rights and obligations thereunder may only be assigned by a Party to third parties with the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing EDELWEISS is entitled to assign the Contract or any rights and obligations thereunder to any affiliated company of the Lufthansa Group.

Severability

Should any part or provision of the Contract be held to be invalid or unenforceable by any competent authority having jurisdiction, the other provisions of this Contract shall nonetheless remain valid. In this case, the Parties shall negotiate in good faith a substitute provision that best reflects the economic intentions of the Parties without being unenforceable and shall execute all agreements and documents required in this connection.

18. Applicable Law and Place of Jurisdiction

Applicable Law

The Contract shall be governed by and construed in accordance with the substantive laws of Switzerland, with the exclusion of the Vienna Convention on the International Sale of Goods dated April 11, 1980.

Place of Jurisdiction

All disputes arising out of or in connection with the Contract, including disputes on its conclusion, binding effect, amendment and termination, shall be exclusively resolved by the competent court of Bülach (Canton of Zurich / Switzerland).

January 2024