

General Terms and Conditions for Business Customers

**1. General Information**

- 1.1. Offers, deliveries and other services from **aps Aviation Parts Service GmbH (aps)** shall be provided exclusively on the basis of these sales, delivery and payment conditions which are considered accepted for the duration of the entire business relationship, i.e. even without new explicit agreement for future orders and services, unless otherwise agreed in writing between the parties. Any deviating conditions claimed by the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client (Customer), that are not expressly acknowledged in writing shall not be considered binding for the Vendor, even if these conditions are not expressly contradicted.
- 1.2. The individual services from **aps** can be found in service certificates or service descriptions that are separately agreed between the Customer and **aps**.

**2. Offers, Orders**

- 2.1. Offers from **aps** shall be subject to change. Special services and deliveries provided for the purpose of submitting an offer, e.g. travel, dismantling, etc., shall also be charged to the Customer if the planned services are not carried out or has been carried out in a modified form.
- 2.2. A legally binding contract shall only be concluded when **aps** confirms the order in writing, by telex, by fax or by e-mail. This also shall apply to orders accepted by representatives as well as to orders placed by telephone or fax and changes to orders by the Customer.
- 2.3. **aps** shall reserve the right to rescind the contract without giving reasons until the risk of changed prices has passed (delivery of the Goods to the Customer). **aps** shall not reimburse any resulting fidelity damage.
- 2.4. If **aps** orders are placed for the purpose of maintenance, repair or processing of parts supplied by the Customer, a list with the exact designations and, if necessary, the dimensions of the individual parts must be attached to them. If such a list is not included, the information in the **aps** order confirmation shall serve as evidence of the parts delivered.
- 2.5. In the absence of any other agreement, parts and materials replaced by **aps** shall become the property of **aps** without compensation.

**3. Lieferbedingungen**

- 3.1. Unless otherwise agreed, the Goods are available for collection or acceptance at the **aps** warehouse location. If the collection or acceptance is not carried out by the Customer himself, but by an agent, he must identify himself with a corresponding legitimation. **aps** is entitled, but not obliged, to check this legitimation.
- 3.2. **aps** shall deliver the Goods at the Customer's request, this is done at the Customer's expense and risk. Transport insurance is provided only at the request of the Customer which shall be invoiced for the Customer.
- 3.3. Partial deliveries and partial services shall be permissible.
- 3.4. Delivery times stated by **aps** are only binding if they have been expressly agreed in writing between the Parties.
- 3.5. If **aps** delivery or service is delayed, the Customer shall set a reasonable grace period. If **aps** fails to deliver the Goods or perform the agreed services within this grace period, the Customer has the right to rescind the contract.
- 3.6. **aps** shall have no liability for any failure to comply with any bindingly agreed delivery time to the extent that such failure is caused by a Force Majeure Event or other unforeseen events through no fault of their own which not only temporarily make delivery or performance significantly more difficult or impossible – even such event/s occur with suppliers of **aps** or their sub-suppliers. In these cases, **aps** is entitled to either postpone the delivery date or the service by the duration of the hindrance or to rescind the contract. In the event of Force Majeure or other unforeseeable and involuntary events, the Customer is not entitled to claim compensation of any sort, regardless the legal reason.

#### **4. Prices, Payment**

- 4.1. All the prices are ex works from **aps**, exclusive carriage, freight costs and packing, unless expressly agreed otherwise, e.g. ex works of the manufacturer. The Customer shall bear value added tax insofar as it is incurred as well as packaging costs if provided by **aps**.
- 4.2. The Customer shall pay all amounts in full without any set-off, counterclaim or deduction immediately upon receipt of the invoice. Unless otherwise agreed, det-offs or deductions are not permitted.
- 4.3. Customers may only withhold or offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.
- 4.4. Any of **aps'** receivables from the business relationship shall be immediately payable in the event of a default in payment or justified doubts about the Customer's solvency or creditworthiness. In any of these aforementioned cases, **aps** shall be authorized – without prejudice to other rights – to perform remaining deliveries only against advance payment. **aps** delivery obligations shall be suspended as long as the Customer is in arrears with a due payment. In the event of default in payment, **aps** shall also be entitled to charge interest at a rate of 8 percentage points above the respective base interest rate, insofar as it concerns payment claims.

#### **5. Passing of Risk**

Risk in the Goods shall pass to the Customer on acceptance or, if no acceptance is planned, with the collection of the Goods at the **aps** warehouse location. In the case of dispatch, the risk shall pass to the Customer as soon as the delivery has been handed over to the person carrying out the transport or has left **aps** warehouse location for the purpose of dispatch. If dispatch is delayed at the Customer's request, the risk shall pass to the Customer upon notification of readiness for shipment.

#### **6. Default in Acceptance**

- 6.1. The Customer is in default with the acceptance or collection if he does not collect the Goods or arrange for them to be dispatched within two weeks after he has been informed of the completion or availability of the Goods. If the Customer defaults in accepting or collecting, the risk of accidental deterioration, loss and destruction shall pass to the Customer.
- 6.2. If the Customer defaults in accepting or collecting, **aps** shall also be entitled to claim refund of any expenditure and compensation of damage associated therewith. If a period of grace of four weeks after notification of readiness expires without result, **aps** reserves the right to store the Goods elsewhere at the Customer's expense or to resell them.

#### **7. Insurance**

**aps** does not separately insure the subject of order handed over by the Customer. The Customer bears the risk of insurance coverage for the subject of the order while the repair is being carried out.

#### **8. Material/Items of the Customer**

- 8.1. If further items are handed over to **aps** with the subject of order, **aps** is only liable for damage to these items in accordance with Clause 12 of these Terms and Conditions.
- 8.2. The Customer shall grant **aps** a lien on all items delivered /handed over to it for all claims under the underlying Contract concluded.

#### **9. Retention of Title**

- 9.1. Delivered Goods shall fully remain property of **aps** (Reserved Property) until all claims are concluded by the Customer from the business relationship with **aps**. The retention of title extends to new products resulting from processing of Reserved Property. Processing shall always be carried out for **aps** as manufacture. In case of processing, combining or mixing of Goods subject to retention of title with goods of the Customer, **aps** shall be entitled to co-ownership of the new property inasmuch as the invoiced value of Goods sold with retention of title relates to the value of the other involved Goods.
- 9.2. The Customer may utilize the Goods owned or co-owned by **aps** in normal business operations, as long as the Customer is willing and able to properly meet his obligations towards **aps**. The following applies in detail:
  - 9.2.1. If the Customer defers the purchase to third party he may retain title of the processed Goods vis-à-vis that third party. Without this reservation, the Customer shall not utilize Reserved Property.

- 9.2.2. The Customer shall immediately assign to **aps** all receivables from the sale of Reserved Property, including bills of exchange and cheques, in order to secure **aps** claims from the business relationship. In case of processing in line with a Contract for work and services, the Customer shall immediately assign wage claims to **aps** in the amount of the pro rata sum of the Customer's invoice for the Reserved Property. The Customer is only authorized to resell or otherwise use Reserved Property if it is guaranteed that the resulting claims will pass to **aps**.
- 9.2.3. If the assigned claim is taken up in a current invoice, the Customer shall immediately assign a share of the balance corresponding to the amount of the claim (including the corresponding share of the closing balance) from the account current to **aps**. If interim balances are made and if their balance carried forward has been agreed, the claim resulting from the interim balance to which **aps** is entitled according to the previous regulation shall be treated as assigned to **aps** for the next balance.
- 9.2.4. Until **aps**' revocation the Customer shall be entitled to collect claims assigned to **aps**.
- 9.3. As long as the ownership is reserved to **aps**, the Customer shall carefully treat and store the Reserved Property and carry out necessary inspection, maintenance and service works at his own expense, as far as he can utilize them. During the duration of the title retention, the Customer shall neither pledge the Reserved Property nor assign them as security. **aps** shall immediately be informed in written form or by telex about accesses of third parties to the Reserved Property, for example, by way of attachment or confiscation, or damages or destruction. The Customer has to bear all costs that are necessary to revoke access and to replace of the Reserved Property, insofar as they cannot be collected by third parties.
- 9.4. If the Customer fails to meet his contractual obligations for careful treatment of Reserved Property as well as other obligations to exercise diligence as well as in the event of default in payment of secured claims, **aps** shall be entitled to reclaim Reserved Property. Reclaiming Reserved Property shall only be understood as rescind of the Contract if expressly stated so by **aps** in writing. After reclaiming Reserved Property, **aps** is entitled to utilization, whereas the proceeds shall be credited to the liabilities of the Customer less adequate utilization costs. The same applies if the customer acts in any way contrary to the terms of the Contract.
- 9.5. If the value of the realizable collateral deposited for the benefit of **aps** exceeds the amount of secured claims by a total of more than 20%, the Customer shall be entitled to demand that **aps** insofar release securities of the choice of the Customer.
- 9.6. If the retention of title is not or only to a limited extent admissible under the statutory provisions applicable in the Customer country, our aforementioned rights shall be limited to the legally admissible scope.

## 10. Warranty claims due to deficiencies

- 10.1. Warranty claims due to deficiencies of purchased Goods according to clause 11 of these General Terms and Conditions shall be only applicable if the Customer has properly fulfilled his obligation of examination and notification of defects according to §§ 377 of the German Commercial Code.
- 10.2. For the sales of used Goods, any liability for material defects shall be excluded.
- 10.3. For the sales of newly manufactured Goods, § 478 of the German Civil Code shall be applicable if **aps** has been obligated to take back the Goods because it is defective, or the consumer has reduced the purchase price, subject to the proviso that **aps** only takes over the reduction quota in case of a reduction through the consumer, which was applied in relation between the Customer and the consumer or the further intermediary.

## 11. Customer's rights in the event of deficiencies

- 11.1. The Customer shall only assert the following rights if **aps** has been notified about the deficiency in writing within the limitation period and the Goods have been immediately made available to **aps** upon request.
- 11.2. In case of justified and timely notification of deficiencies, it is at **aps**' discretion whether **aps** remedies the defects by means of subsequent improvement and amendment or replacement delivery. In the case of improvement and amendment, **aps** may decide whether this shall be carried out by repairing or exchanging defective parts.
- 11.3. **aps** shall be entitled to improve and amend several times. If **aps** fails to remove the deficiency within a reasonable time or the improvement and amendment has failed, the Customer may rescind the Contract or reduce the Contract price appropriately within his statutory rights.
- 11.4. In case of unjustified claims of deficiencies that have caused an extensive re-examination, **aps** may invoice the costs of re-examination to the Customer.

11.5. The limitation period for claims of deficiencies shall be one year from the transfer of risk according to clause 5 of these General Terms and Conditions.

11.6. Any warranty shall be void if the Goods have been applied contrary to the operating manuals or instructions of **aps** or otherwise improperly installed, used or stored; or used not according to Contract; or if the Goods has been maintained, repaired, modified or amended by the Customer or by a third party without the consent of **aps**, unless the Customer proves that these circumstances are not the cause for the claimed defect.

## **12. Liability**

12.1. Claims for damages are – regardless of the type of breach of obligation and including unlawful acts – excluded, unless they are based on intentional or grossly negligent conduct.

12.2. In the case of a breach of essential contractual obligations, **aps** shall be liable for negligence, however, the compensation shall be limited to the amount for contract-typical and foreseeable damages. Claims for lost profit, saved expenses, compensation claims of third parties as well as other claims for indirect and consequential damages are not permitted.

12.3. The liability limitations and exclusions in the clauses 12.1 and 12.2 shall not apply for damages resulting from death, injury to health or physical injury.

12.4. If the liability of **aps** is excluded or limited, this shall also apply to employees, workers, representatives and vicarious agents of **aps**.

## **13. Sonstiges**

13.1. Unless otherwise agreed in writing, these terms and conditions shall reflect the entire agreement between **aps** and the Customer. There are no oral ancillary agreements. Modifications, supplements and the suspension of these terms and conditions require the written form. This shall also apply to waiving the written form requirement.

13.2. Governing law between **aps** and the Customer, both for the conclusion and realization of the Contract, shall be the law of the Federal Republic of Germany excluding the UN sales law (especially the United Nations Convention on Contracts for the International Sale of Goods).

13.3. The place of jurisdiction for disputes arising from this Contract is Mönchengladbach. However, **aps** reserves the right to take legal action at the court generally responsible for the Customer's place of business.

13.4. Should any of the clauses of these General Term and Conditions be invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.





# supplier code of conduct.



**aps** | aviation  
parts service

# preamble.

We strongly believe that social responsibility has to be an integral part of any conduct in business. Our social responsibility manifests in our value system based on responsible and ethical conduct towards employees, business partners, society and the environment. Compliance with the law in our business activities is a matter of course for us.

The Supplier Code of Conduct of aps Aviation Parts Service GmbH (aps) is based on the principles of internationally recognised standards for responsible corporate governance. These include, for example, the Global Compact of the United Nations (UN), the Guidelines for Multinational Enterprises of the Organisation for Economic Co-operation and Development (OECD) and the labour and social standards of the International Labour Organisation (ILO). This commitment must also find expression in the relationships we maintain with our Business Partners.

For our Business Partners, this Supplier Code of Conduct sets out binding minimum standard in the business relationship with aps. We believe that a shared commitment to integrity and responsible corporate management and conduct of business is imperative to all our business relationships. We therefore expect our Business Partners to respect and implement the underlying Code of Conduct.

We would like to thank all Business Partners who join our efforts and commit to responsible and ethical conduct in business, support and advocate such principles.

# scope of application.

## compliance.

The provisions of this Code of Conduct set forth our expectations for all suppliers and further business partners with whom aps does business (Business Partners). aps expects that these principles apply to Business Partners and their employees, parent, subsidiary or affiliate entities, and subcontractors. aps expects Business Partners to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a Business Partner to be qualified as an aps supplier or to do business with aps, the Business Partner is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of aps Business Partners. In addition, Business Partners should note that certain provisions of this Code of Conduct constitute binding terms and conditions of any contract with aps. Failure to comply with certain provisions may also preclude Business Partners from being eligible for a contract.

## continuous improvement.

The provisions as set forth in this Code of Conduct provide the minimum standards expected of Business Partners to the aps. aps welcomes all effort by Business Partners to strive to exceed both international and industry best practices. aps strongly suggest that its Business Partners encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. aps recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages Business Partners to continually improve their workplace conditions accordingly.

## management & monitoring system.

It is the expectation of aps that its Business Partners, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. aps also expects that its Business Partners will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct.

Business Partners are expected to establish a process for timely correction of deficiencies and creation of documents and records to ensure compliance and conformity, along with appropriate confidentiality to protect privacy.

# labour.

## freedom of association and collective bargaining.

aps expects its Business Partners to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.<sup>1</sup>

## forced or compulsory labour.

aps expects the prohibition of slavery to be respected as a jus cogens norm.<sup>2</sup> Forced labour, i.e. any work performed by a person against their will and under threat of punishment, as well as any other modern forms of slavery and human trafficking are not tolerated by aps.<sup>3</sup>

## child labour.

aps do not tolerate child labour as defined by ILO Conventions 138 and 182 and national laws. aps expects its Business Partners not to employ:

- (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and
- (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.<sup>4</sup>

## discrimination.

aps expects its Business Partners to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.<sup>5</sup>

Furthermore, aps expects its Business Partners to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are

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<sup>1</sup> As set out in the ILO fundamental Conventions, No. 87, Freedom of Association and Protection of the Right to Organise, 1948 and No. 98, Right to Organise and Collective Bargaining, 1949.

<sup>2</sup> M. Cherif Bassiouni, "Enslavement as an International Crime", New York University Journal of International Law and Politics, vol. 23, 1991, p. 445; Yearbook of the International Law Commission 1963, vol. II, United Nations sales publication No. 63.V.2, pp. 198-199 ("[B]y way of illustration, some of the most obvious and best settled rules of jus cogens . . . included trade in slaves."); Human Rights Committee, General Comment No. 24, United Nations document HRI/GEN/1/Rev.5, para. 8; see also A. Yasmine Rassam, "Contemporary Forms of Slavery and the Evolution of the Prohibition of Slavery and the Slave Trade Under Customary International Law", Virginia Journal of International Law, vol. 39, 1999, p. 303.

<sup>3</sup> As set out in the ILO fundamental conventions, No. 29, Forced Labour, 1930, its Protocol of 2014 and No. 105, Abolition of Forced Labour, 1957.

<sup>4</sup> As set out in the ILO fundamental Conventions, No. 138, Minimum Age, 1973 and No. 182, Worst Forms of Child Labour, 1999 and in the UN Convention on the Rights of the Child.

<sup>5</sup> As set out in the ILO fundamental Conventions, No. 100, Equal Remuneration, 1951 and No. 111, Discrimination (Employment and Occupation), 1958.



engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

#### wages, working hours and other conditions of work.

aps expects its Business Partners to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Business Partners should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and Business Partners should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.<sup>6</sup>

#### health and safety.

aps expects its Business Partners to ensure, so far as is reasonably practicable, that:

- (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health;
- (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and
- (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.<sup>7</sup>

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<sup>6</sup> As set out in ILO Conventions No. 95, Protection of Wages, 1949 and No. 94, Labour Clauses (Public Contracts), 1949 and in a number of Conventions addressing working time (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/workingtime/lang--en/index.htm>)

<sup>7</sup> As set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang--en/index.htm>)

# human rights.

## respect of human rights.

aps expects its Business Partners to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.<sup>8</sup>

## harassment, harsh or inhumane treatment.

aps expects its Business Partners to create and maintain an environment that treats all employees with dignity and respect. aps further expects that its Business Partners, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and aps categorically refuses any affiliation to any such conduct. aps expects the respect of standards that include, but are not limited to, the prohibition of:

- (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent,
- (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or
- (3) engaging in any sexual activity that is exploitive or degrading to any person.<sup>9</sup>

aps expects its Business Partners to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The expectation of aps is that Business Partners create and maintain an environment that prevents sexual exploitation and abuse. The failure by a Business Partner to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with aps. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

## mines.

aps expects its Business Partners not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

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<sup>8</sup> Principles derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see [http://www.unglobalcompact.org/Issues/human\\_rights/index.html](http://www.unglobalcompact.org/Issues/human_rights/index.html))

<sup>9</sup> As set out in ILO Conventions No. 190, Violence and Harassment, 2019

# environment.

## environmental concerns.

aps expects its Business Partners to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Business Partners should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

## chemical and hazardous materials.

Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

## wastewater and solid waste.

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

## air emissions.

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

## minimize waste, maximize recycling.

Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

# ethical provisions.

## corruption & bribery.

aps expects its Business Partners to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

Business Partners should use discretion and care to ensure that any expenditure offered to or received by any aps employee is in the ordinary and proper course of business and could not reasonably be construed as a bribe or improper inducement. Business courtesies cannot be designed or appear to be designed to influence the recipient and secure unfair preferential treatment.

A general guideline for evaluating whether a business courtesy is appropriate are legally permissible frameworks and whether public disclosure would be embarrassing to the Business Partner or aps. aps expects its Business Partners to refrain from any kind offering and business courtesy that: (i) does not serve a bona fide business purpose; (ii) inappropriately influence, or appear to influence, any business decision; (iii) is offered during any pending bidding or negotiation process that can be connected to the Business Partner; (iv) is not given in an open and transparent manner; (v) is unlawful or contrary to ethical business principles, local business customs, or the customer, vendor, competitor, or partner's company policy.

## conflict of interest.

Business Partners of aps are expected to disclose to aps any situation that may appear as a conflict of interest, and disclose to aps if any aps employee may have an interest of any kind in the Business Partner's business or any kind of economic ties with the Business Partner.

## fair competition.

aps expects its Business Partners to comply with applicable antitrust and competition law. aps Business Partners are committed to fair and undisturbed competition as the basic principle of a free economy. aps expects its Business Partners to refrain from restrictive agreements with competitors, suppliers, distributors, dealers and customers as well as restrictive practices. These include, for example, price-fixing agreements with competitors, the division of customers or sales territories between competitors, anti-competitive boycotts and the illegal exchange of competitively sensitive information with competitors.

# data protection.

## confidentiality of business information and preservation of reputation.

aps expects its Business Partners to protect confidential information from unauthorised disclosure and misuse, as well as protecting the reputation of aps' reputation in public statements. aps Business Partners ensure that confidential information and data is carefully stored, not passed on or made accessible to unauthorised persons and are used exclusively for the agreed business purposes. Discussing confidential information in public and social media or unauthorised disclosure of information about the company or its customers to third parties, such as the media or competitors, is a breach of confidentiality and may constitute antitrust violations, among other things.

## data protection, information security and disclosure of information.

aps expects Business Partners to adhere to applicable data protection laws, including security of personal data, as well as to respective regulation, e.g. GDPR, in particular with regard to personal data of customers, consumers, employees and shareholders. Business Partners shall comply with all said requirements when personal data is collected, recorded, hosted, processed, transmitted, used or erased.

The information security requirements applicable to Business Partners with regards to any data entrusted to their control during and after their engagement with aps are based on international standards, such as the Code of Practice for Information Security Management. Business Partners should take account of the need to protect the confidentiality, integrity and availability of information. At all times the required level of information security and control to be ensured by Business Partners must be commensurate with the sensitivity, value and criticality of the information being processed throughout the lifecycle of the information.

aps expects its Business Partners to safeguard and make only appropriate use of confidential information. Business Partners shall comply with any contractual requirements on data protection and information security and shall not disclose any information that is not known to the general public.



# reporting violations & contact persons.

The guidelines described in these Supplier Code of Conduct are critical to the ongoing success of aps' relationship with its Business Partners. If you have questions or concerns about compliance or ethics issues outlined in this Code of Conduct or want to report illegal or unethical activities send an e-mail to [QM@aps-aviation.com](mailto:QM@aps-aviation.com). Your message will be routed to the appropriate representative for assistance or guidance as necessary. You are also welcome to contact the aps Management:

Wolfgang Dillbaum-Alexius

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MANAGING DIRECTOR

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All matters raised in good faith through these reporting lines will be handled on a confidential nonretaliatory basis. All information will be maintained as confidentially as practical in light of the need to conduct an investigation and implement remedial measures. Anonymity will be granted upon request by the reporting person.