

GENERAL PURCHASING AND SERVICE TERMS AND CONDITIONS OF LILIUM GROUP

These General Purchasing and Service Terms and Conditions ("GPC Terms") apply for the procurement of, including but not limited to hardware, software and associated maintenance services, tooling, engineering, manufacturing, the commissioning of work and services by Liliium GmbH („LILIUM“) and its group companies within the meaning of sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*, AktG) (each such company a „Group Company“) from the Supplier. References to LILIUM in these GPC Terms shall in each case constitute a reference to the Group Company listed in an Order as the company placing the Order.

PREAMBLE:

Whereas Supplier understands the challenge of developing products in the Urban Air Mobility market, the Supplier declares that it has full knowledge of the high level of requirements in terms of quality, safety and traceability for the aerospace industry. The Supplier declares that it has all the technical capability, the know-how and the necessary resources to perform the work in accordance to such requirements. The Supplier has been selected on the basis of these declarations and on the basis of its capability for the performance of the work, its competitiveness and its willingness to deliver the work in accordance to these GPC Terms.

1. DEFINITIONS

1.1 In these Conditions:

Administrative Non-Conformity

means any failure to meet an administrative requirement as specified in the Order.

Business Days

shall mean days at which the offices of LILIUM at the Delivery Location are generally open for business.

CoC means Certificate of Conformity.

Delay means any default or delay except in case of Force Majeure.

Delivery means the delivery process as described in section 4.1 of these GPC Terms.

Delivery Date

means the date on which the Goods are to be delivered to LILIUM, as specified in the Order.

Delivery Location

means the point of delivery specified in the Order.

Design Reviews

means reviews as set forth in section 7.5.

Engineering Change Request

means requests as set forth in section 18.1.

FAI

means First Article Inspection as set forth in Appendix 1..

FOD

FOD means Foreign Object and Debris as set forth in Appendix 1.

Force Majeure

means the occurrence of an event beyond the reasonable control of LILIUM or the Supplier, including without limitation, an act of God, fire, flood, explosion, earthquake, any act of government, change in laws, regulations, directives, ordinances and/or case law (including the change of interpretation of codified rules) (collectively the „Laws“), war, insurrection or riot.

Foreign Trade Regulations

means applicable export control, customs and foreign trade regulations as set forth in section 22.1.

Goods

means any such products to be supplied or supplied to LILIUM by the Supplier pursuant to or in connection

with the Order in particular but not limited to hardware, software and associated maintenance services, tooling, engineering, manufacturing or the commissioning of work and services.

GPC Terms

shall mean these General Purchasing and Service Terms and Conditions as set forth in the introduction.

Group Company

shall mean each group company of LILIUM as set forth in the introduction.

Intellectual Property

has the meaning as set forth in section 15.1.

LILIUM

means Liliium GmbH.

NDA

means Non-Disclosure Agreement.

Order

means the purchase/service order issued by LILIUM to the Supplier, setting out LILIUM's requirements, including the GPC Terms, and any other documents (or parts thereof) specified in the Order.

Parties

means LILIUM, the Group Companies and the respective Supplier as referred to together.

Party

means LILIUM, the Group Companies and the respective Supplier as referred to individually.

Personal Data

has the meaning as set forth in section 23.1.

POA

means production organisation approval.

Price

means the price of the Goods as specified in the Order.

Privacy Regulations

has the meaning as set forth in section 23.1.

Statement of Work

means a statement as set forth in section 6.1.

Supplier

means the company who is the supplier of the Goods named in the Order.

Technical Non-Conformity

means any failure to meet a technical requirement as specified in the Order.

Waiver

means a waiver issued by LILIUM as set forth in section 8.4.

Work Results

has the meaning as set forth in section 15.2.

1.2 The headings in these GPC Terms are for convenience only and shall not affect its construction or interpretation.

2. ESSENTIAL CONDITIONS

2.1 The GPC Terms are incorporated into and made an essential part of every Order issued by LILIUM. The Order is a condition to the commencement of the work unless defined otherwise in the Order.

2.2 The Order and the GPC Terms shall become binding upon the acceptance of the Order by the Supplier (either verbally or in writing) or on Delivery of the Goods, whichever is the earlier. For the avoidance of doubt, no work shall be commenced until an Order has been issued by LILIUM and accepted by the Supplier without changes, unless otherwise agreed in writing by LILIUM.

2.3 General terms and conditions of business of the Supplier shall not apply nor shall they form part of the Order. A notice of objection regarding such general terms and conditions of the Supplier is herewith given. They shall only apply to the extent they are in accordance with these GPC Terms or if LILIUM explicitly agrees to such in writing. The acceptance of deliveries or services as well as payments do not constitute such agreement.

Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes these GPC Terms shall not be applicable. A notice of objection regarding such provisions is herewith given.

In the event of a conflict between any of the conditions set forth in these GPC Terms and any specific term or condition referred to in the Order, the latter shall prevail.

2.4 LILIUM reserves the right at any time to amend these GPC Terms as deemed necessary due to an extension of services or legal system changes. LILIUM shall notify the Supplier in writing of any amendments to these GPC Terms and of the fact that Supplier shall have 2 (two) months from the date of notice to object to the amendments. A failure to object within such 2 (two) months shall be deemed as consent to the amendment of these GPC Terms by the Supplier.

3. ORDER AND ORDER CONFIRMATION

3.1 Within 14 (fourteen) calendar days of a submitted Order, the Supplier undertakes to notify LILIUM of acceptance or refusal of the said Order by email, fax or in written form.

3.2 If the Supplier accepts the Order, LILIUM shall not be bound by any different or additional terms and conditions communicated by the Supplier. If the Supplier expressly refuses the Order, it shall be deemed withdrawn and the Parties may negotiate new terms. LILIUM may withdraw from any negotiations at any time prior to acceptance of an Order by the Supplier and shall incur no liability whatsoever.

4. DELIVERY; DELIVERY LOCATION; PLACE OF PERFORMANCE; DEADLINES; FORCE MAJEURE; TRANSFER OF TITLE AND RISK

4.1 The Goods shall be delivered to the place named on, and in accordance with, the Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Order ("Delivery Location") and delivery has been accepted by LILIUM or its authorised representative ("Delivery"). Any access to premises and any labour and equipment that may be provided by LILIUM in connection with Delivery shall be provided without acceptance by LILIUM of any liability (except in the event of injury to life, body or health resulting from a negligent breach of duty by LILIUM or an intentional or negligent breach of duty by any legal representative or auxiliary person of LILIUM or in case of gross negligence by LILIUM). If and to the extent that the Supplier is liable and LILIUM has a claim to it, the Supplier shall indemnify and keep indemnified LILIUM in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which LILIUM may suffer or incur as a result of or in connection with any damage or injury (including death) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.

4.2 Where any access to the premises is necessary in connection with Delivery or installation, the Supplier and its sub-supplier shall at all times comply with the reasonable requirements of LILIUM's head of security or other named authorised representative.

4.3 The Goods shall be delivered on the date written in the Order or after the placement of the Order by LILIUM, as applicable ("Delivery Date").

4.4 The time of Delivery shall be of the essence for the purposes of the Order. In case of failure to deliver by the Delivery Date LILIUM shall provide the Supplier with a reasonable cure period (*Nachfrist*) during which the Supplier can deliver the Goods, unless extraordinary circumstances affecting the Supplier (such as impossibility of fulfilling its obligations) make such cure period dispensable or inapplicable or the setting of a cure period is not reasonable for LILIUM.

4.4.1 During the non-fulfilment of the Delivery by the Delivery Date, LILIUM is entitled to release itself from any obligation to accept and pay for the Goods (including with respect to partial Deliveries).

- 4.4.2 Failure to deliver within the cure period shall enable LILIUM to cancel all or part of the Goods under the Order, in either case without prejudice to its other rights and remedies.
- 4.5 The Supplier's failure to effect Delivery on the Delivery Date specified in the Order and after expiration of the cure period shall entitle LILIUM to purchase substitute goods and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure to perform.
- 4.6 If Goods are delivered more than 10 (ten) calendar days earlier than the Delivery Date, LILIUM shall be entitled, at its sole discretion, to refuse to accept Delivery or to charge for insurance and storage of the Goods until the Delivery Date.
- 4.7 The place of performance and fulfillment shall be the registered office of LILIUM or the Group Company placing the Order or such other place as specified in the Order as Delivery Location.
- 4.8 Agreed dates and deadlines are binding. When it comes to determining whether deliveries and services have been made or provided in a timely manner, the decisive point in time shall be the actual physical provision of the Good at the Delivery Location. If the Supplier cannot adhere to agreed dates or deadlines, it shall notify LILIUM without undue delay by email, stating the reasons for the delay. Changes to agreed dates and deadlines shall only be valid subject to LILIUM's written consent which does not contain any waiver of compensation claims.
- 4.9 In case of any risk to Delivery of any kind (e.g. Delivery Date, scope of work, quality, function etc.) the Supplier shall ensure access of LILIUM representatives to the premises of the Supplier and/or the Supplier shall undertake to make its best efforts to provide access for LILIUM representatives to their suppliers in order to assure the best and most effective problem solving, change discussions and the like.
- 4.10 Neither Party shall be responsible for nor be deemed to be in default of its obligations under the Order to the extent that such default is caused by Force Majeure. The affected Party undertakes to mitigate the effects of the default caused by Force Majeure. If Force Majeure occurs and causes or is likely to cause a delay in the performance by either Party of its obligations under the Order, such Party shall notify the other Party in writing immediately after becoming aware of such Force Majeure and provide reasonable evidence of it. Immediately after the Force Majeure has ceased, the affected Party shall, unless otherwise agreed in writing, resume the performance of its obligations. Irrespective to the aforesaid and if the Force Majeure results from a change in the Laws, the Supplier shall use its best efforts to endeavor an alternative way to fulfil its obligations under the Order.
- 4.11 Transfer of title and risk in the Goods shall without prejudice to any of the rights or remedies of LILIUM pass to LILIUM upon Delivery.
- 5 LIQUIDATED DAMAGES / PENALTIES**
- 5.1 Delay
- In case of a Delay of the Supplier in the performance of its obligations under the Order, LILIUM is entitled to liquidated damages of 0.3% (zero point three percent) per each commenced Business Day of the delayed product or service Price but not exceeding a total of 5% (five percent) of the total value of the Order.
- 5.2 Non-conformity
- In the event of Technical Non-Conformity (whereas the Technical Non-Conformity is to be determined by LILIUM) of Goods delivered by the Supplier, a liquidated damage of EUR 200.00 (euro two hundred) per non-conformity will be charged if the non-conformity is detected before integration of the Goods. A liquidated damage of EUR 800.00 (euro eight hundred) per Technical Non-Conformity will be charged if the non-conformity is detected after the integration of the Goods.
- In the event of Administrative Non-Conformity as defined in the Order (whereas the Administrative Non-Conformity is to be determined by LILIUM) of Goods delivered by the Supplier, EUR 150.00 (euro one hundred and fifty) per Administrative Non-Conformity will be charged when detected at LILIUM's premises.
- 5.3 LILIUM shall be entitled to invoice the liquidated damages set forth in this section 5 or may reduce any liquidated damages from its payment obligations.
- 5.4 Any further reaching claims for damages actually incurred by LILIUM shall not be affected by the claiming of liquidated damages by LILIUM pursuant to this section 5. LILIUM reserves the right to claim the full amount of such excess damages in respect of all losses, expenses, costs, claims and other damages incurred by LILIUM arising from the Delay or non-conformity.
- 6 LABELLING AND PACKAGING**
- 6.1 The Supplier shall pack, mark and protect the Goods in a proper manner from possible transport damages. In particular the Goods shall be marked with the order number, the net, gross weights, the Supplier name, the details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified LILIUM against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which LILIUM may suffer or incur as a result of or in connection with any breach of this section 6.1 to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its subcontractors.
- 6.2 The Supplier shall ensure that the Goods will arrive at the Delivery Location in the conditions as specified in the Order. Electrostatic discharge („ESD“) endangered Goods shall be packed in a single ESD secured packaging. The package shall be marked as „ESD endangered“ on the outside or any other agreed marking.
- 6.3 The Supplier shall provide transparency of price breakdown of the labelling and packaging.
- 7 SCOPE OF WORK; CHANGE TO THE SCOPE OF WORK; MILESTONES**
- 7.1 The Supplier shall, at its sole costs and expense, supply all necessary off-site equipment, tools, materials, and/or supplies, if any, to complete the work as set forth in the Order (only applicable for design and build to specification/system projects).
- 7.2 Any change of the scope of work as specified in the Order requires the prior written authorisation by LILIUM through a change note to the scope of work signed by the duly authorised named representative of LILIUM or the head of procurement.
- 7.3 The Supplier shall appoint a single point of contact as well as a functional team to support the performance under the Order. The contacts or their representatives shall be available on Business Days between 08:00 and 18:00 CET. The contact persons of the Supplier and LILIUM shall be designated in the Order.
- 7.4 Milestones - For *Build to Print* parts the milestones include, but are not limited to, engineering- and manufacturing steps. The Supplier shall ensure that the progress is complete and approved by LILIUM before entering into the next milestone phase. The Supplier shall complete the milestone before the milestone deadline.
- 7.5 For *Build to Specification* or *Build to System* projects, milestones are defined by means of preliminary design review, critical design review and a final design review („*Design Reviews*“).
- 7.6 The Supplier shall not proceed with further steps until the Design Reviews have been completed and expressly approved by LILIUM.
- 7.7 The Supplier shall perform an Acceptance Test as well as a Qualification Test as specified and shall provide the test reports to LILIUM accordingly.
- 8 VARIATION; DEVIATION; WAIVER**
- 8.1 These GPC Terms may only be varied with the prior written consent of LILIUM, signed by a duly authorised representative of LILIUM. With the exception of managing directors or authorised signatories (*Prokuristen*), LILIUM's employees are not entitled to make oral agreements deviating from the written agreement.
- 8.2 LILIUM reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Order. Any alteration to the Price or Delivery Date arising by reason of such modification shall be agreed between the parties and evidenced in writing. Such changes on the Goods by LILIUM shall be reasonable and implementable for the Supplier.
- 8.3 In particular if requested by Supplier, LILIUM is entitled (but not obliged) to issue waivers („*Waiver*“) that allow the Supplier to deliver the Goods under certain conditions which have not been agreed in the Order. Such other conditions only apply to parts and quantity as specified in the Waiver. Notwithstanding and if not otherwise explicitly agreed between LILIUM and the Supplier in writing, LILIUM is not obliged to accept partial deliveries or services.
- 9 GOODS; REPRESENTATIONS AND WARRANTIES**
- 9.1 The Supplier warrants and represents to LILIUM that the Goods shall:
- 9.1.1 conform in all respects with any particulars or specification specified in the Order including any variations;
- 9.1.2 conform in all respects with the requirements of any statutes, orders, regulations or by-laws from time to time in force;
- 9.1.3 be of satisfactory quality and free from defects in materials, design and workmanship; and
- 9.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose, functions, uses, for which they are intended and made known to the Supplier by LILIUM and LILIUM relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Order;
- 9.1.5 be manufactured according to the state of the art as applicable at the time of Delivery;
- 9.1.6 be free and clean of all liens and encumbrances.
- 9.2 This warranty shall remain valid for a period of 36 (thirty-six) months from the date of Delivery.
- 9.3 In case the Goods supplied do not match the performance and quality specified in the Order, and upon Delivery, Supplier shall repair or replace (at LILIUM's sole discretion) the respective Goods at its own costs promptly, but no later than 15 (fifteen) calendar days upon receipt of the notification of the defective Good. The right to claim damages in excess of the repair or replacement of the respective defective Good shall remain explicitly reserved.
- 9.4 This contractual warranty is applicable without prejudice to other warranties pursuant to statutory law.
- 10 PRICE; PAYMENT TERMS**
- 10.1 The Supplier shall not increase the Price unless it is validly accepted by LILIUM and agreed in writing before the execution of the Order.
- 10.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all packaging, delivery and insurance costs, and any applicable sales taxes, duties or levies but excluding of VAT.
- Upon request of LILIUM, the Supplier agrees to provide a breakdown of the above mentioned elements of the Price.
- 10.3 Unless otherwise agreed in writing by LILIUM, the Supplier shall render a separate invoice in duplicate in respect of each of the Goods delivered under the Order. LILIUM undertakes to pay correctly submitted valid invoices within 30 (thirty) calendar days of receipt from the day of physical or electronic arrival at the nominated address of LILIUM. Unless otherwise agreed, invoices shall not be rendered by the Supplier until completion of Delivery of all the Goods which are the subject of the Order.
- 10.4 A valid invoice is one that:
- is delivered in time in accordance with the Order;
 - is for the correct sum;
 - quotes the relevant Order;
 - has been delivered to the Delivery Location; and
 - complies with the applicable statutory provisions.

<p>10.5 LILIUM specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to LILIUM from the Supplier.</p> <p>10.6 LILIUM shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Order and shall not be responsible for the payment of the Price for Goods supplied in excess of those required by the Order.</p> <p>10.7 Payment by LILIUM does not constitute an acknowledgement that the corresponding Delivery or services were provided in accordance with the contract or the respective Order</p> <p>10.8 A Price breakdown of raw material and labour rate shall be provided and agreed upon. Any price modifications shall be based on raw material or labour rate fluctuation. Upon LILIUM's request the Supplier shall outline pricing differences of raw material or labour in detail and comprehensively.</p> <p>10.9 In case of late payment, the Supplier shall be entitled to apply interests limited to the rate of the German legal interest rate stipulated in sec. 288 para. 2 in connection with sec. 247 German Civil Code (<i>Bürgerliches Gesetzbuch</i>).</p> <p>11 COMMERCIAL TERMS</p> <p>The Delivery of Goods shall be made DDP (i.e. Delivered Duty Paid) in accordance with ICC Incoterms 2020 at the Delivery Location.</p> <p>12 DAMAGE IN TRANSIT</p> <p>12.1 On despatch of any Goods, the Supplier shall send to LILIUM at the address for Delivery of the Goods, an <i>advice note</i> specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.</p> <p>12.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as LILIUM shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to LILIUM provided that:</p> <p>12.2.1 in the case of damage to such Goods in transit LILIUM shall within 2 (two) Business Days upon Delivery or discovery of such damage as the case may be give notice to the Supplier that the Goods have been damaged; and</p> <p>12.2.2 in the case of non-delivery LILIUM shall (provided that LILIUM has been advised of the despatch of the Goods) within 10 (ten) Business Days of the notified Delivery Date give notice to the Supplier that the Goods have not been delivered.</p> <p>13 INSPECTION (AUDIT), REJECTION AND WARRANTY</p> <p>13.1 LILIUM shall have the right: (i) to monitor and record activity on the Suppliers manufacturing site; (ii) access data, upload data, register any data related to the production of its products at the supplier premises and its IT system, including results of statistical process controls, work order records, inspection measurements, etc. to be specified by LILIUM.</p> <p>13.2 The Supplier shall permit LILIUM or its authorised representatives to make (i) twice a year audits, assessments, inspections or tests as general quality checks and (ii), in case of justified suspicion of a quality violation, inspections or tests it may reasonably require, including the right to source inspection, each at the Supplier's facilities. The Supplier shall afford all reasonable facilities, tools and assistance free of charge for LILIUM.</p> <p>13.3 Inspections performed by any authority or LILIUM authorised representatives do not relieve the Supplier of any responsibility under the Order or the GPC Terms.</p> <p>13.4 LILIUM may delegate inspection authority to the Supplier, at which point an approved supplier representative shall be notified by Liliium and shall conduct the required inspections on behalf of Liliium.</p> <p>13.5 LILIUM may by written notice to the Supplier reject any of the Goods that do not meet the requirements under the Order.</p> <p>13.5.1 LILIUM shall make an incoming goods inspection of the Goods after Delivery. Obvious defects shall be notified by LILIUM to the Supplier within 2 (two) Business Days.</p>	<p>13.5.2 LILIUM shall properly inspect the Goods within 10 (ten) Business Days. Damages and non-compliance with the agreed requirements shall be notified by LILIUM to the Supplier within this inspection period.</p> <p>13.5.3 When hidden defects (i.e. defects that do not become apparent during an inspection) appear, such hidden defects shall be notified by LILIUM to the Supplier within 8 (eight) Business Days after their discovery.</p> <p>13.6 If LILIUM rejects any of the Goods pursuant to this section 13, the Supplier shall at LILIUM's sole option (without prejudice to its other rights and remedies, such as the right to reduce the remuneration, to receive compensation and to withdraw from the agreement)</p> <ul style="list-style-type: none"> - repair the defective Goods as quickly as possible or (as LILIUM shall elect in its sole discretion) - replace the defective Goods with Goods which comply in all respects with the requirements under the Order. <p>13.7 Third party claims on and defect in title:</p> <p>13.7.1 The Goods and/or the Intellectual Property (as defined in section 15.1) reflected and contained therein shall not breach third party rights.</p> <p>13.7.2 In the event of any third party claim or legal defect in respect of the title of Goods and/or the Intellectual Property (as defined in section 15.1) reflected and contained therein, LILIUM shall inform the Supplier of the claiming of such rights by third parties. In general, the Supplier at Supplier's costs shall perform any defence of any third party claim or legal defect in respect of the title of Goods and/or the Intellectual Property reflected and contained therein against the rights claimed by third parties, whereby LILIUM may assist the Supplier with such defence of third party claims or legal defects.</p> <p>13.7.3 In the event of a third party claim regarding the Intellectual Property reflected and contained in the Goods which has been notified to the Supplier, the Supplier shall at LILIUM's sole discretion within the limits of reasonableness (without prejudice to its other rights and remedies)</p> <ul style="list-style-type: none"> - take legitimate measures to remove, dispute or challenge the third party rights, which impair the contractual use of the Goods and/or the Intellectual Property reflected and contained therein, or - remedy the enforcement of such claims; or - change or replace the Goods and/or the Intellectual Property reflected and contained therein in such a manner, that it no longer infringes the rights of third parties, provided and to the extent that this does not substantially impair the agreed functionality of the Goods. <p>13.8 Any Goods rejected or returned by LILIUM pursuant to this section 13 shall be collected by the Supplier at the Supplier's risk and expense within 7 (seven) Business Days upon receipt of a rejection notice.</p> <p>14 QUALITY</p> <p>14.1 Quality; Delivery Documents; Regulations (EC);</p> <p>14.1.1 Any Goods supplied shall carry a <i>Certificate of Conformity ("CoC")</i>. This certifies that the Goods are manufactured and tested in accordance with the technical requirements set out in the Order.</p> <p>14.1.2 Suppliers with a production organisation approval ("POA") shall enclose an <i>EASA Form 1 or FAA 8130-3 certificate of release or equivalent</i>. In case of Suppliers without a production organisation approval, the Goods shall be accompanied by a CoC.</p> <p>14.1.3 The Supplier shall be responsible for ensuring that the Goods comply with EU Regulation (EC) No. 1907/2006 (REACH) and Directive 2011/65/EU (RoHS2) or any related successive legislation.</p> <p>14.1.4 On request from LILIUM as general deliverable or on demand from LILIUM investigation requirements, the supplier shall deliver an inspection report with defined key</p>	<p>measures linked to the delivered Goods, in addition to a CoC as referenced in 14.1.1 & 14.1.2.</p> <p>14.1.5 Non-conformance and scrap parts shall be explicitly marked and separated from the regular parts. A delivery of non-conformance parts should not take place upon agreement by Liliium in accordance with section 8.3.</p> <p>14.2 Quality Management System</p> <p>14.2.1 The Supplier shall demonstrate and maintain a fully functional quality management system in place that is in line with LP0QS0003DIR01 Liliium Supplier Quality Management System Handbook.</p> <p>14.2.2 The Supplier shall be capable to demonstrate a manufacturing system that delivers full part / product traceability with respect to work order, shop floor management, as well as manufacturing and inspection tools and equipment used. Ongoing process and on customer demand surveillance by LILIUM is required.</p> <p>14.2.3 The Supplier shall report all quality escapes to LILIUM within 24 (twenty four) hours. The Supplier shall reply to non-conformance reports within 2 (two) Business Days.</p> <p>14.2.4 In case of a technical non-conformity or quality escape as referenced in 5.2 and 14.2.3, the Supplier shall</p> <ul style="list-style-type: none"> - implement immediate containment action within 2 (two) Business Days, - complete permanent corrective action within 5 (five) Business Days, and - submit to LILIUM, in a LILIUM specified format, a corrective action report containing evidence of effectiveness within 15 (fifteen) Business Days. <p>LILIUM shall be notified by the Supplier in writing should there be any deviation in the time allotted.</p> <p>14.2.5 The Supplier shall adhere to the LILIUM quality management requirements, as attached hereto as Appendix 1.</p> <p>15 INTELLECTUAL PROPERTY</p> <p>15.1 "Intellectual Property" means any and all rights in relation to inventions, patents, utility models, designs, copyrights and associated intellectual property rights, trademarks, domain names, company names as well as comparable proprietary rights – registered or not – existing anywhere in the world and any know-how.</p> <p>15.2 "Work Results" means all inventions, improvements, ideas, formulae, prototypes, developments, innovations, records, reports, documents, papers, drawings, transparencies, photos, graphics, names or logos, typographical arrangements, devices, processes, discoveries, designs, topographies, databases, including, but not limited to, lists of contacts, whether personal or otherwise, know-how, technology, products, software (including source code and executable or object code), copyright works, trade and business names, internet domain names, and any other matters or things devised, prepared, developed, created or made by the Supplier or a subcontractor (whether alone or with others and whether or not patentable or capable of registration and whether or not recorded in any medium) during the term of an Order.</p> <p>15.3 The Supplier undertakes to document any Intellectual Property and Work Results created and transfers such documentation to LILIUM. The documentation shall be provided in a manner enabling LILIUM to use and exploit the Goods or Work Results as intended under the respective Order. Documentation shall mean all written material in any form.</p> <p>15.4 Except to the extent that the Goods are supplied in accordance with designs provided by LILIUM, it shall be a condition of the Order that none of the Goods will infringe any Intellectual Property of any third party and, if and to the extent that the Supplier is liable and LILIUM has a claim to it, the Supplier shall hold harmless and indemnify LILIUM against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which LILIUM may suffer or incur as a result of or in connection with any breach of this section 15.4.</p>
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<p>15.5 Any and all Intellectual Property furnished to or made available to the Supplier by LILIUM pursuant to the Order shall remain sole property of LILIUM; and the Supplier shall not (except to the extent necessary for the implementation of the Order) without prior written consent of LILIUM, use or disclose any such Intellectual Property or any information (whether or not relevant to the Order) which the Supplier may obtain pursuant to the Order and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to LILIUM or the Order in any advertisement without LILIUM's prior written consent. Supplier shall use Intellectual Property made available to the Supplier by LILIUM only for the purpose of carrying out its obligations under the Order.</p>	<p>17 INDEMNITY AND INSURANCE</p>	<p>(Only applicable for design and build to specification/system projects).</p>
<p>15.6 The Work Results and any Intellectual Property relating thereto developed by the Supplier or a subcontractor in connection with the Order shall be transferred to LILIUM. If and to the extent that such transfer is not possible, e.g. in case of copyright protected Work Results, the Supplier will grant to LILIUM an exclusive – and if the granting of an exclusive license is not possible, a non-exclusive –, irrevocable, sublicensable, transferrable, unrestricted in terms of time, place and subject matter, right of use and exploitation in such Work Results. The Supplier shall not transfer or, use in any form the Work Results and Intellectual Property relating thereto for or in other projects without LILIUM's prior written consent.</p>	<p>17.1 If and to the extent that the Supplier is liable and LILIUM has a claim to it, without prejudice to any rights or remedies of LILIUM (including LILIUM's rights and remedies under these GPC Terms) the Supplier shall indemnify and keep indemnified LILIUM against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which LILIUM may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.</p>	<p>20.3 On-site presence of Supplier's representatives may be required from time to time by LILIUM.</p> <p>20.4 The Supplier shall provide necessary support for project assessment and shall reveal the status of the project for status control purposes.</p> <p>21 CONFIDENTIALITY</p> <p>21.1 The Order of LILIUM shall be treated as confidential. The Supplier shall keep all commercial and technical information and documents, which become known to it through the business relationship and which are not generally known, confidential and use these exclusively for providing the Goods under the Order. The Supplier undertakes to also oblige his suppliers to maintain confidentiality with confidentiality obligations at least equal to those set forth in this section 21.</p>
<p>The forgoing shall apply to joint development projects as well, unless otherwise defined in the Order or agreements between the Supplier and LILIUM.</p>	<p>17.2 The Supplier is responsible for any damages suffered by LILIUM following a cyber-attack (cyber virus transferred to LILIUM via electronic connections, cyber virus in the Goods delivered to LILIUM) on its premises which might affect LILIUM products or LILIUM business.</p>	<p>21.2 The terms and conditions of the Non-Disclosure Agreement (“NDA”) signed between the Supplier and LILIUM are hereby incorporated in and shall form an integral part of the Order and the GPC Terms.</p>
<p>15.7 With regard to Intellectual Property (i) which is reflected and contained in the Goods or which is required to use and to further develop the Goods, and (ii) which is not considered a Work Result in connection with the Order (i.e. background Intellectual Property), the Supplier grants to LILIUM a non-exclusive, irrevocable, transferrable, unrestricted in terms of time, place and subject matter right of use and exploitation, unless otherwise defined in the Order or agreements between the Supplier and LILIUM.</p>	<p>17.3 The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for Orders of this nature and covering all the matters which are the subject of indemnities and liabilities under these GPC Terms (including but not limited to product liability insurance with a lump sum cover of at least EUR 10,000,000.00 (euro ten million) per personal injury/property damage.</p> <p>17.4 The Supplier shall at the request of LILIUM produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.</p> <p>17.5 The Supplier shall be liable under the provisions of the Order whether or not it complies with the insurance provisions in this section 17.</p> <p>17.6 Nothing in these GPC Terms or the Order shall exclude or limit the liability of either party for damage to life, body and health caused by its negligence, intent or for fraudulent misrepresentation.</p>	<p>21.3 The validity of the NDA shall be extended for a further period of 5 (five) years following the issuance of an Order.</p> <p>22 EXPORT CONTROL</p> <p>22.1 The Supplier shall comply with all applicable export control, customs and foreign trade regulations (“Foreign Trade Regulations”). The Supplier shall identify any part of the Delivery or service that is subject to Foreign Trade Regulations at the time of receipt of an Order and shall advise LILIUM in writing within 14 (fourteen) calendar days of receipt of the order - and in case of any changes without undue delay - of any information and data required by LILIUM to comply with all Foreign Trade Regulations in case of export and import as well as re-export.</p>
<p>15.8 The unrestricted right to use and exploit in terms of subject matter includes, but is not limited to the following rights:</p> <ul style="list-style-type: none"> - right to reproduce and to make copies; - right to distribute; - right to exhibit; - right to present, perform and recite; - right to make available to the public including the right to use in digital form, in particular by online reproduction and in connection with open networks (internet); - right to adapt, transform, process, further develop and to make changes; - right to filming and re-filming, including the right to editing or redesigning - in case of software: right to duplicate and make copies of the software; right to load, display, run, transfer or save the software; right to translate, edit, arrange and otherwise modify the software; right to distribute, including rental, of the original software or of copies; right to wired or wireless public playback the software as well as right to decompile. 	<p>18 ENGINEERING CHANGE; CHANGE MANAGEMENT</p> <p>18.1 LILIUM reserves the right to request for engineering change requests, if such changes are reasonable for the Supplier (“Engineering Change Request”). In case the Supplier shall receive an Engineering Change Request from LILIUM, the Supplier shall document the Engineering Change Request and shall implement such request pursuant to the timeline requested by LILIUM.</p> <p>18.2 Any change of process or change of management personnel related to the Order shall be reported to LILIUM by the Supplier within 5 (five) calendar days.</p> <p>18.3 If applicable, Supplier shall provide the Price breakdown including engineering hours, modification fee of tools and further fees.</p> <p>19 OWNERSHIP OF TOOL</p> <p>19.1 Any tools included but not limited to development, production and inspection process that did not exist prior to the commencement of the work under the Order and which are paid for by LILIUM shall belong to LILIUM the title in which shall vest in LILIUM.</p> <p>19.2 In case LILIUM provides any equipment, tools and/or materials to the Supplier they shall be used exclusively in relation with the work performed under the Order issued by LILIUM and shall be returned to LILIUM once the work under the Order has been finalised. Legal title shall remain at all times with LILIUM.</p>	<p>22.2 The Supplier shall clearly indicate on all delivery notices the export control classification number and the number of the applicable export license; furthermore, all documentation provided in furtherance of a license shall be marked with the appropriate applicable export license number and distribution restrictions.</p> <p>22.3 LILIUM will provide the Supplier with all information necessary to evaluate the applicability of license regulations.</p> <p>22.4 Whenever all or part of the delivery or service is subject to an export or import authorisation requirement, and without prejudice to its obligations under this section 22, the Supplier shall:</p> <ul style="list-style-type: none"> - be responsible for obtaining in time, at no cost to LILIUM, all relevant official approvals, licenses and authorisations required for the export of his deliveries and services to, delivery of them to, and use of them by LILIUM or the end user in accordance with these GPC Terms or the Order or as provided by the LILIUM's end-use statement; and - provide LILIUM with a complete copy of the export authorisation certificate, including a copy of all provisions that relate to the compliance obligations of the purchaser or are relevant to him in any other way. - Notwithstanding anything to the contrary in these GPC Terms, the following provisions are of essence for the Order: - LILIUM's ability to deliver and support Goods fitted with the Delivery or service that are not listed on an export control list worldwide – provided that LILIUM follows all applicable catch-all restrictions for his products – or - LILIUM's or end-user's ability to use, operate and maintain the Goods that are listed on an export control list as provided by the end-use statement. In the event of Supplier's non-compliance with its obligations under the provisions as set forth in this section 22, to supply the Goods compliant with the above requirements, the Supplier shall, at its own costs, and within a timeframe compatible with LILIUM's business needs take the appropriate actions to cease the non-compliance, by obtaining from the relevant administration any required authorisation, or by replacing or modifying the restricted technology.
<p>16 HEALTH AND SAFETY</p>	<p>20 PROJECT MANAGEMENT</p>	<p>22.5 Notwithstanding any other provision of these GPC Terms or the Order, the Supplier shall be liable for all damages, losses, and liabilities incurred by LILIUM as the result of the Supplier's negligent non-</p>
<p>16.1 The Supplier represents and undertakes to LILIUM that the Supplier has satisfied itself that:</p> <p>16.1.1 All necessary tests and examinations have been made or will be made prior to Delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and</p>	<p>20.1 The Supplier shall provide a production plan for LILIUM to review and approve prior to the commencement of the work under the Order. The Supplier shall inform LILIUM when the production plan is modified and updated.</p>	
<p>16.1.2 That it has made available to LILIUM adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.</p>	<p>20.2 The Supplier shall submit an acceptance test plan/ qualification test plan to LILIUM to approve prior to/ at the critical design review. The Supplier shall perform the acceptance test/ qualification test under LILIUM's supervision. After the tests have been performed, the Supplier shall provide a declaration of design and performance in written form to LILIUM.</p>	
<p>16.2 If and to the extent that the Supplier is liable and LILIUM has a claim to it, the Supplier shall indemnify and keep indemnified LILIUM against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which LILIUM may suffer or incur as a result of or in connection with any breach of this section 16.</p>		

compliance with its obligations under these provisions.	24.2.8 There is a change of control in the Supplier (a change of control shall be irrefutably be deemed as given in case of a transfer of a majority stake of more than 50% in the Supplier to a third party or a third party gains control over the composition of the Supplier's management); or	or unenforceable provision by a valid and enforceable provision which comes as close as possible to the economic scope of the invalid or unenforceable provision.
22.6 In the event that any export regulation or change thereof or decision of a government or regulatory authority delay or prevent the Supplier from complying with its obligations under this section 22 and should this event be at the same time compelling, unpredictable, unavoidable and beyond the Suppliers control, the Supplier shall not be deemed to be in default of its obligations under the Order.	24.2.9 in case of Force Majeure.	30 WAIVER No delay or omission by LILIUM in exercising any of its rights under the Order shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.
23 DATA PROTECTION AND PRIVACY	24.3 Upon receipt of such termination notice of LILIUM the Supplier shall stop the work. In case LILIUM elects to terminate the Order LILIUM's obligation and the Supplier's sole remedy is the payment for development cost as well as for the Goods or services received and accepted by LILIUM prior to the termination.	31 LAW AND JURISDICTION
23.1 If the parties receive any personal data in the meaning as provided in the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing the directive 95/46/EC (General Data Protection Regulation, "GDPR") or the German Data Protection Act (<i>Bundesdatenschutzgesetz</i> , "BDSG" together with the GDPR collectively referred to as "Privacy Regulations") (hereinafter referred to as "Personal Data") from the other party, each party undertakes to comply with the Privacy Regulations. The receiving party is aware of the fact that confidential information or any other content or information received by the disclosing party may be considered Personal Data and undertakes that any of these Personal Data have been and will be processed in accordance with the Privacy Regulations or any other applicable data protection laws or policies.	25 TIMELY TERMINATION	The Order and the GPC Terms shall be governed by and interpreted in accordance with the laws of the Federal Republic of Germany excluding the provisions of the UN Convention on the International Sale of Goods (CISG).
23.2 In the event of a breach of the Privacy Regulations by the Supplier, the Supplier shall indemnify LILIUM, its representatives, employees and agents and keep them indemnified against any losses, damages, expenses, costs, actions, claims, suits, litigation, causes of action, demands and liabilities which may be made against LILIUM by any third party for anything done or omitted in connection with any breach or violation of the duties/warranties or responsibility as set out in section 23.1 hereof. In cases of an aforementioned enforcement of claims by any third party, Supplier will provide to LILIUM with all available information that is needed for the examination of the claim and for the defence against it. Supplier will provide such information immediately, truthfully and completely.	In the event of interruption, cessation or reduction of LILIUM's development and/or manufacturing, LILIUM may terminate the Order (in whole or in part) by giving a 60 (sixty) calendar days prior written notice of termination to the Supplier. Upon receipt of such notice, the Supplier must immediately stop all work related to the terminated Order. LILIUM shall only pay to the Supplier: - already delivered and accepted Goods, - all reasonable costs incurred in the work in process at the time of termination (which shall be subject to audit by LILIUM), - all reasonable and demonstrable costs incurred as termination liabilities towards its subcontractors or suppliers.	The place of jurisdiction shall be Munich, Germany.
24 TERMINATION FOR GOOD CAUSE	26 ASSIGNMENT AND SUB-CONTRACTING	32 SPARE PARTS AND OBSOLECENCE
24.1 Where legally applicable, LILIUM and the Supplier may terminate the Order in whole or in part for good cause with immediate effect by providing written notice to the other Party.	26.1 The Supplier shall not without the prior written consent of LILIUM assign or transfer the benefit or burden of the Order.	The Supplier shall supply spare parts under reasonable conditions throughout the period of the usual technical lifetime of the product. If the Supplier discontinues the Delivery of the product, Supplier shall provide the opportunity for a last Order under reasonable conditions with Prices not exceeding those agreed in the respective latest Orders.
24.2 In case of termination by LILIUM, a good cause is, if at any time:	26.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Order.	33 ELECTRONIC DATA EXCHANGE
24.2.1 The Supplier refuses or fails to meet milestones or to deliver Goods or any instalment thereof or perform any service required by the Order strictly within the timeframe specified therein (or any extension thereof granted by LILIUM in writing) and after reminder and reasonable grace period;	26.3 The Supplier is not authorised to sub-contract third parties without the prior written consent of LILIUM. Where the Supplier enters a sub-contract with a supplier or sub-contractor for the purpose of performing the Order, it shall cause a clause to be included in such sub-contract which requires payment to be made to the supplier or sub-contractor within a specified period not exceeding 30 (thirty) calendar days from receipt of a valid invoice as defined by the sub-contract requirement.	LILIUM and Supplier may exchange information including but not limited to quality, Delivery, Order, and pricing data electronically. Supplier shall provide required information in LILIUM designated format and acknowledge information received electronically. Any information exchanged electronically is covered by the NDA and shall remain confidential. LILIUM reserves the right to connect directly or indirectly to supplier database (i.e. ERP, PLM) to acquire information that is related to the contract.
24.2.2 The Supplier breaches or defaults in the performance of the Order and/or the GPC Terms any material provision of the contract and such breach or default is not cured within 7 (seven) calendar days after notice thereof is received by the Supplier;	26.4 In the event that there is a change of control (a change of control shall be irrefutably be deemed as given in case of a transfer of a majority stake of more than 50% in the Supplier to a third party or a third party gains control over the composition of the Supplier's management), the terms of the business relationship between LILIUM and the Supplier shall be adapted to as such to the new controlling person, and the Supplier shall ensure that all the terms remain enforced.	34 COORPORATE RESPONSABILITY AND SUSTAINABILITY; SUPPLIER CODE OF CONDUCT
24.2.3 The Supplier fails to provide assurances of performance requested by LILIUM. If LILIUM requests assurances of performance, the Supplier shall provide such assurances of performance in writing within 7 (seven) calendar days;	27 NOTICES	34.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier will take responsibility for the health and safety of its employees and will act in accordance with the applicable environmental laws. The Supplier will take adequate measures to avoid the deployment of so called conflict minerals and to create transparency over the origin of raw materials, and will use best efforts to promote this code of conduct among its suppliers.
24.2.4 The Supplier subcontracts to third parties without the prior written consent of LILIUM;	Any notices, including but not limited to notifications, written consents and authorisations, to be given under the Order shall be delivered personally or sent by post, by facsimile transmission or email to the head of procurement (in the case of LILIUM) or to the address set out in the Order (in the case of the Supplier).	34.2 In addition to other rights and remedies that LILIUM may have, LILIUM may terminate the contract in case of breach of the obligations under this section 34 by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, LILIUM's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by LILIUM.
24.2.5 The Supplier refuses to give access to LILIUM, its agent, representative or the regulatory authority to conduct audits or related activities following reasonable prior notice;	28 THIRD PARTY RIGHTS	34.3 The Supplier shall adhere to the LILIUM supplier code of conduct, as attached hereto as Appendix 2 . Violation of the supplier code of conduct may lead to disqualification of the Supplier.
24.2.6 The Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;	The Order is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Order.	
24.2.7 The Supplier is unable to pay its debts;	29 SEVERABILITY	
	If any provision of these GPC Terms or the Order is found to be legally invalid or unenforceable, this will not affect the validity or enforceability of any other provision of these GPC Terms or the Order. In such case, the parties shall replace the invalid provisions	

Qualitätsmanagementanforderungen
Quality Management Requirements

Qualitätsmanagementanforderungen
Quality Management Requirements

von
of

Lilium GmbH
Claude Dornier Strasse 1
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Germany

- nachfolgend Kunde genannt -
- hereinafter referred to as 'Customer' -

für Lieferanten
for suppliers (hereinafter referred to as 'Supplier')

Qualitätsmanagementanforderungen Quality Management Requirements

Präambel / Recitals

Diese Qualitätsmanagementanforderungen stellen die Festlegung der technischen und organisatorischen Rahmenbedingungen und Prozesse zwischen Kunde und Lieferant dar, die zur Erreichung des angestrebten Qualitätszieles erforderlich sind.

Sie beschreiben die Mindestanforderungen an das Managementsystem des Lieferanten im Hinblick auf die Qualitätssicherung. Insbesondere werden mit den Qualitätsmanagementanforderungen spezielle Anforderungen des Produktionsprozess- und Produkt-Freigabeverfahrens festgelegt.

These Quality Management Requirements set forth the determination of the technical and administrative general conditions and of the interactive processes that are necessary between Customer and Supplier in order to achieve the desired level of quality.

These Quality Management Requirements describe the minimum requirements applying to the management system of the Supplier in respect of quality assurance. In particular, these Quality Management Requirements define special requirements applying to the manufacturing process and the product release procedure.

Qualitätsmanagementanforderungen Quality Management Requirements

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Qualitätsmanagementanforderungen Quality Management Requirements

I. ALLGEMEIN / GENERAL

1. Geltungsbereich, Gegenstand der Qualitätsmanagementanforderungen / Scope and Subject of the Quality Management Requirements

1.1 *Die vorliegenden Qualitätsmanagementanforderungen werden von dem auf Seite 1 als Kunde genannten Unternehmen zur Wahrung der eigenen Interessen als auch der Interessen dessen Konzerngesellschaften im Sinne der §§ 15 ff. des Aktiengesetzes vorausgesetzt.*

These Quality Management Requirements are set forth by the company identified as Customer on page 1, for the purposes of protecting its own interests and the interests of its group companies within the meaning of sections 15 et seq. of the German Stock Corporation Act (Aktiengesetz, AktG).

1.2 Diese Qualitätsmanagementanforderungen regeln die Qualitätsanforderungen für alle Entwicklungsleistungen und/oder Produkte, die speziell für den Kunden erbracht und/oder geliefert werden, soweit der Geltungsbereich nicht auf bestimmte Leistungen und/oder Lieferungen beschränkt ist (siehe Kapitel V).

These Quality Management Requirements regulate the requirements applying to the quality of any and all development services and/or products manufactured and/or delivered for the use of the Customer, unless the scope of these Requirements is restricted expressly to certain services and/or products (see Chapter V).

1.3 Einzelne Klauseln dieser Qualitätsmanagementanforderungen gelten nicht, soweit sie mit vorrangigen Verträgen, z.B. Entwicklungs- oder Einkaufsverträgen, in Widerspruch stehen.

Certain provisions of these Quality Management Requirements shall not apply if found to be conflicting with the provisions of prevailing agreements such as, for instance, development or purchase contracts.

1.4 Zusammen mit den Bestimmungen der vorliegenden Qualitätsmanagementanforderungen sind folgende Unterlagen maßgeblich.

The provisions of these Quality Management Requirements shall apply in conjunction with the following documents:

Die Einkaufsbedingungen und Verträge, die mit dem Kunden abgeschlossen wurden bzw. gegenüber diesen gelten.

The General Purchasing and Service Conditions and contracts entered into with Customers.

Lilium Beschaffungssicherungsanforderungen (LPQMR) inklusive aller Anhänge (siehe Anlage zu diesen Qualitätsmanagementanforderungen).

Lilium Purchasing Quality Management Requirements (LPQMR) including all addendums (see annex to these Quality Management Requirements).

Qualitätsmanagementanforderungen Quality Management Requirements

2. Qualitätsmanagementsystem des Lieferanten / Supplier's Quality Management System

2.1 Der Lieferant ist verpflichtet, permanent ein Qualitätsmanagementsystem gemäß LPOQS00003DIR01 Liliam Supplier Quality Management System Handbook anzuwenden.

Hiervon kann nur durch schriftliche Vereinbarung abgewichen werden.

Supplier is obliged to permanently apply a Quality Management System according to LPOQS00003DIR01 Liliam Supplier Quality Management System Handbook..

This can only be deviated from by written agreement.

2.2 Der Lieferant ist verpflichtet, sein QM-System nach der Null-Fehler-Strategie auszurichten. Der Lieferant ist verpflichtet, den Kunden unverzüglich zu informieren, sobald eine nachteilige Abweichung von dem vereinbarten Zielkorridor festgestellt wird.

Supplier is obliged to arrange its Quality Management System on the zero defect strategy. Supplier is obligated to promptly inform Customer as soon as a detrimental deviation of the agreed target corridor is noticed.

2.3 Soweit der Kunde dem Lieferanten Produktions- und Prüfmittel, insbesondere Mittel und Einrichtungen im Rahmen des Bezugs von Lieferanten zur Verfügung stellt, müssen diese vom Lieferanten in sein Qualitätsmanagementsystem wie eigene Produktions- und Prüfmittel einbezogen werden, sofern nichts anderes vereinbart ist.

In the absence of agreements to the contrary, Supplier shall include in its own Quality Management System any production and inspection equipment, including but not limited to tools and rigs, provided by Customer as part of the normal purchasing process, to be handled like Supplier's own production and inspection equipment.

3. Qualitätsmanagementsystem der Unterlieferanten / Sub-Supplier's Quality Management System

3.1 Der Lieferant hat seine Unterlieferanten zur Einhaltung der ihm nach diesen Qualitätsmanagementanforderungen obliegenden Pflichten zu verpflichten. Falls der Lieferant die Übernahme der Pflichten bei Unterlieferanten nicht durchsetzen kann, hat er den Kunden zu informieren, um mit ihm eine einvernehmliche Lösung herbeizuführen.

Supplier shall obligate its sub-suppliers to comply with the duties and obligations upon it according to these Quality Management Requirements. In the event of Supplier being unable to enforce compliance with these obligations by a sub-supplier, Customer shall be informed by Supplier, in order to find an amicable solution.

Qualitätsmanagementanforderungen Quality Management Requirements

3.2 Der Kunde kann vom Lieferanten dokumentierte Nachweise verlangen, dass der Lieferant sich von der Wirksamkeit des Qualitätsmanagementsystems bei seinen Unterlieferanten überzeugt und/oder die Qualität seiner Zukaufteile durch andere geeignete Maßnahmen sichergestellt hat.

Customer may demand from Supplier documentary proof that the effectiveness of the Quality Management System of any sub-supplier has been verified by Supplier, and/or that other suitable measures have been implemented to assure the quality of parts bought by Supplier.

4. Audit (beim Lieferanten) / Audit (on Supplier's Premises)

4.1 Der Kunde ist berechtigt, durch Audits festzustellen, ob die Qualitätssicherungsmaßnahmen des Lieferanten die Kundenforderungen gewährleisten. Der Kunde darf zweimal jährlich sowie im Falle eines begründeten Verdachts eines Verstoßes gegen die vereinbarte Qualität oder diese Qualitätsmanagementanforderungen von seinem Auditrecht Gebrauch machen. Das Audit kann als System-, Prozess- oder Produktaudit nach Kunden-Richtlinien durchgeführt werden und ist rechtzeitig vor geplanter Durchführung zu vereinbaren. Audits von zugelassenen Zertifizierungsgesellschaften und oder Behörden sind dabei zu berücksichtigen. Es werden angemessene Einschränkungen des Lieferanten zur Sicherung seiner Betriebsgeheimnisse akzeptiert.

Customer shall be entitled to perform audits in order to establish whether Supplier's quality assurance measures appear capable of ensuring conformance with Customer's requirements. The Customer may exercise its right to audit twice a year and in the event of a justified suspicion of a violation of the agreed quality or these Quality Management Requirements. Such audit, which shall be agreed prior to the scheduled performance, may take the form of a system, process, or product audit as per Customer's directives. Audits performed by registered certification companies and/ or authorities shall be considered in respect thereof. Reasonable restrictions made by Supplier to protect its business secrets shall be respected.

4.2 Treten Qualitätsprobleme auf, die durch Leistungen und/oder Lieferungen von Unterlieferanten verursacht werden, hat der Lieferant sicherzustellen, dass dem Kunden nach entsprechender Voranmeldung auch bei dessen Unterlieferanten, die an der Herstellung der zu liefernden Produkte beteiligt sind, entsprechende Zugangsrechte zu Audit-Zwecken gewährt werden; dies gilt jedoch nur im Zusammenhang mit Produkten und Komponenten, die für den Kunden bestimmt sind.

In the event of quality concerns arising because of products and/or services supplied by subcontractors, Supplier shall ensure that, after due notice, Customer is granted access for auditing purposes by subcontractors involved in the manufacture of the product in question; however, the above shall apply only in conjunction with products and components destined for Customer.

5. Erstmuster, Änderungen / Initial Production Samples, Changes

5.1 Vor Beginn der Serienfertigung lässt der Lieferant nach Maßgabe des vereinbarten Zeitplans dem Kunden entsprechende Erstmuster des Produktes und damit verbunden einen First Article Inspection Report (FAIR) zum Zweck der Prüfung und Freigabe zukommen (vgl. AS/EN/SJAC 9145, AS/EN/SJAC 9102).

Qualitätsmanagementanforderungen Quality Management Requirements

Before the start of series production, Supplier shall submit to Customer in accordance with the agreed time schedule, the respective initial production samples of the product and associated First Article Inspection Reports (FAIR) for the purpose of inspection and release (acc. AS/EN/SJAC 9145, AS/EN/SJAC 9102).

5.2 Die Erstmusterfreigabe durch den Kunden entbindet den Lieferanten nicht von seiner Verantwortung für die Produktqualität bei der Serienfertigung.

Release of initial production samples by Customer shall not release Supplier of its responsibility for product quality during series production.

5.3 Die Erstmusterfreigabe durch den Kunden ist ein rein technisches Verfahren und nicht mit einem Lieferauftrag gleichzusetzen.

Release of initial production samples by Customer is a purely technical process and is not to be equated with a supply order.

5.4 Es ist dem Lieferanten nicht gestattet, ohne vorherige schriftliche Zustimmung seitens des Kunden, die gegebenenfalls nur nach einem erneuten Freigabeverfahren erteilt werden kann, Änderungen an Fertigungsverfahren, Fertigungsstandorten, Werkstoffen, Unterlieferanten von Komponenten oder Produkten vorzunehmen. Der Kunde darf seine Zustimmung nur verweigern, wenn sich diese Änderung nachteilig auf den Kunden oder das Produkt auswirkt. Änderungen an Produkten bzw. der entsprechenden Prozesskette sind grundsätzlich zu dokumentieren. Die entsprechenden Unterlagen sind durch den Lieferanten in einer für den Kunden akzeptablen Weise zu archivieren.

Without the prior written consent of Customer, which may be given under certain circumstances only following prior release procedure, Supplier shall not implement any changes relating to production processes, production locations, materials, and sub-suppliers of components or products. The Customer may only refuse its consent if such change has possibly a detrimental effect on Customer of the product. Any and all modifications of the product and/or the process-chain shall be documented. Such relevant documents shall be retained by Supplier in a manner acceptable to Customer.

6. Dokumentation, Information / Documentation, Information

6.1 Die Pflicht zur Aufbewahrung der Vorgabe- und Nachweisdokumente mit besonderer Archivierung beträgt 15 Jahre. Der Lieferant hat dem Kunden auf Verlangen Einsicht in diese Dokumente zu gewähren.

Target documentation and verification certificates shall be kept on file in a special archive for a period of 15 years. Upon request Supplier shall allow Customer to inspect such documents.

6.2 Wird erkennbar, dass getroffene Vereinbarungen (z. B.: über Qualitätsmerkmale, Termine, Liefermengen) nicht eingehalten werden können, so ist der Lieferant verpflichtet, hierüber sowie über die näheren Umstände den Kunden zu informieren. Im Interesse einer schnellen Lösungsfindung ist der Lieferant zur Offenlegung der Daten und Fakten verpflichtet.

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If Supplier cannot fulfil the agreements (e.g.: regarding quality characteristics, deadlines, supply volumes), Supplier shall inform Customer about such fact and the details in respect thereof. In order to find a quick solution, Supplier shall be obligated to disclose all relevant data and facts.

6.3 Stellt der Lieferant eine Zunahme der Abweichungen der Ist-Beschaffenheit von der Sollbeschaffenheit der Produkte fest (Qualitätseinbrüche), wird er den Kunden hierüber und über geplante Abhilfemaßnahmen unverzüglich benachrichtigen (vgl. ARP/EN/SJAC 9136).

In the event Supplier observes an increase of discrepancies between quality targets and actual quality performance (quality slumps), Supplier shall inform Customer without delay and describe any remedial action contemplated (acc. ARP/EN/SJAC 9136).

6.4 Vor Änderung von Fertigungsverfahren, Materialien oder Zuliefererteilen für die Produkte, Verlagerungen von Fertigungsstandorten, ferner Änderungen von Verfahren oder Einrichtungen zur Prüfung der Produkte oder von sonstigen Qualitätssicherungsmaßnahmen wird der Lieferant den Kunden so rechtzeitig benachrichtigen, dass dieser prüfen kann, ob sich die Änderungen nachteilig auswirken können und ob die Zustimmung zur Änderung erteilt werden kann (siehe Ziffer 5.4). Die Benachrichtigungspflicht ist über die PPAP Richtlinien (vgl. AS/EN/SJAC 9145) geregelt.

Before launching any changes in respect of production processes, materials or parts of sub-suppliers, relocation of manufacturing sites, further changes to procedures or equipment for product testing, or of any other quality assurance measures, Supplier shall inform Customer in time to enable Customer to review the changes contemplated with regard to any possible detrimental effects and to assess whether the consent to the change can be given (see section 5.4). This obligation to notify Customer is set forth in the PPAP guidelines (acc. AS/EN/SJAC 9145).

6.5 Sämtliche Änderungen am Produkt und produktrelevante Änderungen in der Prozesskette, sind in einem Produktlebenslauf zu dokumentieren.

Any and all product changes as well as any process-chain changes that are of relevance to the product shall be documented in the product history.

II. PRODUKTLEBENS LAUF / PRODUCT HISTORY

1. Entwicklung, Planung / Development, Planning

1.1 Wenn der Auftrag an den Lieferanten Entwicklungsaufgaben (Entwicklungsauftrag) einschließt, ist die Anforderungsspezifikation durch Lieferant und Kunden schriftlich, z. B. in Form eines Lastenheftes, festzulegen. Der Lieferant ist verpflichtet, bereits in der Planungsphase von Produkten, Abläufen und anderen bereichsübergreifenden Aufgaben, Projektmanagement anzuwenden und dem Kunden auf Verlangen in regelmäßigen Abständen über den Fortschritt des Projektes zu informieren.

Alle zur Unterstützung der Serienentwicklung nötigen technischen Unterlagen wie Spezifikationen, Zeichnungen, Stücklisten, CAD-Daten müssen nach Erhalt vom Lieferanten auf Vollständigkeit und

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Widerspruchsfreiheit im Allgemeinen und für den vorgesehenen Einsatzzweck geprüft werden. Über dabei erkannte Mängel muss der Kunde informiert werden. Der Kunde hat seinerseits dafür Sorge zu tragen, dass er dem Lieferanten die relevanten Spezifikationen, Zeichnungen, Stücklisten und CAD-Daten frühzeitig, vollständig und widerspruchsfrei zur Verfügung stellt.

In der Entwicklungsphase müssen Lieferant und Kunde geeignete präventive Methoden der Qualitätsplanung wie z.B. Herstellbarkeitsanalyse, Fehlerbaumanalyse, Zuverlässigkeitsberechnung, FMEA, QFD, DOE, Kontrollpläne usw., anwenden. Die Erfahrungen (Prozessabläufe, Prozessdaten, Fähigkeitsstudien etc.) aus ähnlichen Vorhaben sind zu berücksichtigen. Merkmale mit besonderen Anforderungen an die Dokumentation und Archivierung sind festzulegen (vgl. AS/EN/SJAC 9145).

Für Prototypen und Vorserienteile sind zwischen Kunde und Lieferant die Herstellungs- und Prüfbedingungen abzustimmen und zu dokumentieren. Ziel ist es, die Teile unter seriennahen Bedingungen herzustellen.

Für die bekannten - geregelten oder vereinbarten - funktionsrelevanten Merkmale muss der Lieferant Analysen der Eignung der eingesetzten Herstellungsanlagen sowie Prüfmittel durchführen und dokumentieren. Werden festgelegte Fähigkeitskennwerte nicht erreicht, muss der Lieferant entweder seine Anlagen entsprechend optimieren oder geeignete Prüfungen an den hergestellten Produkten durchführen, um mangelhafte Lieferungen auszuschließen (vgl. AS/EN/SJAC 9103).

Whenever development services are included in the Customer's order directed to the Supplier (development order), the requirements specification shall be agreed between both, Supplier and Customer in written form, e.g. in form of a specification sheet. Supplier is obliged to apply project management techniques already in the planning stage of products, processes, and other trans-sectoral tasks, and to inform Customer upon request about the progress of the project at regular intervals.

Any technical documentation required to support the development of the series production, such as specifications, drawings, parts lists, CAD data, shall be reviewed by Supplier upon receipt with regard to completeness and lack of contradictions in general and in respect of the special purpose of its intended use. Supplier shall inform Customer about any defects detected in such process. Customer, in turn, shall ensure that any specifications, drawings, parts lists, and CAD data are made available to Supplier promptly, completely, and free from contradictions.

During the development phase, both, Supplier and Customer shall employ suitable preventive quality planning methods such as, for instance, manufacturability analyses, fault tree analyses, reliability analyses, FMEAs, QFD, DOE, Control Plans, etc. Past experiences (process cycles, process data, capability studies, etc.) from similar projects shall also be given consideration. Characteristics in respect of specific requirements for documentation and archiving shall be established (acc. AS/EN/SJAC 9145).

Manufacturing and testing conditions applying to prototypes and initial production parts shall be agreed between Customer and Supplier and be documented. It is the objective to manufacture the parts under conditions which are as close to those of series production as possible.

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In respect of known – regulated or agreed – functionally relevant characteristics, Supplier shall perform analyses of the manufacturing lines as well as the inspection equipment and document those. Whenever any defined capability variables are not accomplished, Supplier shall either optimize its systems or perform suitable product inspections in order to preclude defective deliveries (acc. AS/EN/SJAC 9103).

1.2 Vor Anlauf der Serienproduktion hat der Lieferant die Prozess- und Produktfreigabe in Form einer Bemusterung nach angemessenen Kunden-Richtlinien durchzuführen. Fordert der Kunde eine Konstruktionsfreigabe, hat diese der Produktionsprozess- und Produktfreigabe voranzugehen. Der Kunde hat das Produkt vor Anlauf der Serienproduktion im erforderlichen Umfang zu prüfen und dem Lieferanten die Freigabe - ggfs. unter Auflagen - zu erteilen.

Bei der Produktionsprozess- und Produktfreigabe ist sowohl der vorläufige Prozessfähigkeitsindex (Ppk) als auch der fortlaufende Prozessfähigkeitsindex (Cpk) für vereinbarte Merkmale anzugeben.

Before the start of series production, Supplier shall release the process and the product in form of a sampling procedure pursuant to reasonable Customer's guidelines. If Customer requests an engineering release, such release shall be performed prior to the release of manufacturing process and the release of the product. Customer shall inspect the product to the requisite extent before the start of series production and grant Supplier a release for its manufacture under certain conditions, if necessary.

Upon production process and product release the preliminary process capability index (Ppk) as well as the continuous process capability index (Cpk) shall be specified for all agreed characteristics (acc. AS/EN/SJAC 9103).

2. Serienfertigung, Rückverfolgbarkeit, Identifikation, Mängelanzeige / Series Production, Traceability, Identification, Notification of Defects

2.1 Der Lieferant liefert nur Serienprodukte an den Kunden, für welche eine Lieferfreigabe Erstbemusterung nach PPAP (vgl. AS/EN/SJAC 9145) bzw. Sonderfreigabe vorliegt.

Supplier shall only deliver series products to Customer that have been released for delivery either by a prototype technical-release procedure pursuant to PPAP (acc. AS/EN/SJAC 9145) or by a concession.

2.2 Bei Prozessstörungen und Qualitätsabweichungen müssen die Ursachen analysiert, Verbesserungsmaßnahmen eingeleitet und ihre Wirksamkeit überprüft werden. Müssen im Ausnahmefall nicht spezifikationsgemäße Produkte geliefert werden, ist vorher eine Sonderfreigabe vom Kunden einzuholen. Auch über nachträglich erkannte Abweichungen ist der Kunde unverzüglich in Kenntnis zu setzen (vgl. ARP/EN/SJAC 9136, AS/EN/SJAC 9131).

In the event any process disruptions or quality deviances occur, the causes shall be analysed, remedial actions shall be initiated, and their efficiency shall be reviewed. If it becomes necessary under exceptional circumstances to deliver nonconforming products to Customer, a concession shall be obtained prior thereto. Similarly, Customer shall be informed about any later detected deviations (acc. ARP/EN/SJAC 9136, AS/EN/SJAC 9131).

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2.3 Der Lieferant ist verpflichtet, die Rückverfolgbarkeit der von ihm gelieferten Produkte entsprechend einer Risikoabschätzung sicherzustellen, sofern vom Kunden keine besonderen Anforderungen (Herleitsystem, Stück-Dokumentation) bestehen. Im Falle eines festgestellten Fehlers muss eine Rückverfolgbarkeit derart möglich sein, dass eine Eingrenzung auf die kleinstmögliche Mengeneinheit schadhafter Teile/Produkte durchgeführt werden kann. Der Kunde wird dem Lieferanten die zur Rückverfolgbarkeit benötigten Daten mitteilen (vgl. AS/EN/SJAC 9131).

In the absence of specific requirements of Customer (derivative system, unit documentation), Supplier is obliged to ensure the traceability of the products supplied by according to a risk assessment. In the event of a defect being detected, the traceability system shall be good enough to permit tracing the number of potentially damaged parts/products to the smallest possible volume. Customer will provide Supplier with any data required for traceability purposes (acc. AS/EN/SJAC 9131).

2.4 Der Lieferant stellt sicher, dass die Waren in geeigneten, vom Kunden freigegebenen Transportmitteln angeliefert werden, um Beschädigungen und Qualitätsminderungen (z. B. Verschmutzung, chemische Reaktionen) zu vermeiden. Besondere Lagerbedingungen sind dem Kunden anzuzeigen.

Supplier shall ensure that products are delivered only in suitable containers released by Customer in order to avoid damages or quality losses (e.g. contamination, chemical reactions). Customer shall be informed about special storage conditions.

2.5 Bezüglich der Kennzeichnung von Produkten, Teilen und der Verpackung, sind die mit dem Kunden vereinbarten Forderungen einzuhalten. Es ist sicherzustellen, dass die Kennzeichnung der verpackten Produkte auch während des Transportes und der Lagerung erkennbar ist. Abweichungen von bestehenden Kennzeichnungspflichten bedürfen einer schriftlichen Vereinbarung zwischen Lieferanten und Kunden.

Labelling of products, parts, and packages shall conform to the requirements agreed with Customer. Supplier shall ensure that the labels of packaged products remain legible during transport and storage. Deviations from the existing labelling requirements are only valid if agreed in writing between Supplier and Customer.

3. Prüfungen, Beanstandungen, Maßnahmen / Inspections, Complaints, Remedial Action

3.1 Der Lieferant legt in eigener Verantwortung ein Prüfkonzept fest, um die vereinbarten Ziele und Lastenhefte zu erfüllen. Kunde und Lieferant sind dem Null-Fehler-Ziel verpflichtet.

Bei der laufenden Serie hat der Lieferant für alle funktionsrelevanten und dokumentationspflichtigen Merkmale mittels geeigneter Verfahren (z.B. statistische Prozessregelung oder digitale Regelkartentechnik) über die gesamte Produktionszeit die Prozessfähigkeit nachzuweisen. Wird die geforderte Prozessfähigkeit nicht erreicht, so ist die Qualität mit geeigneten Prüfmethoden abzusichern; der Produktionsprozess ist

Qualitätsmanagementanforderungen Quality Management Requirements

entsprechend zu optimieren, um die geforderte Fähigkeit zu erreichen (vgl. AS/EN/SJAC 9103, AS/EN/SJAC 9138).

Supplier shall be responsible for implementing an inspection concept in order to comply with agreed targets and specification sheets. Both, Customer and Supplier are committed to the zero defect objective.

During series production, Supplier shall demonstrate the capability of the process for all characteristics that are functionally relevant and have to be documented by using suitable techniques (e.g. statistical process control or digital control charts) throughout the entire production period. In the event of process capability shortfalls, the quality shall be assured through suitable inspection methods; the production process shall be optimised in order to bring the required capability up to the desired level (acc. AS/EN/SJAC 9103, AS/EN/SJAC 9138).

3.2 Der Kunde prüft die vom Lieferanten bezogenen Produkte nach deren Erhalt auf die Einhaltung von Menge und Identität sowie auf äußerlich erkennbare Schäden. Als abgestimmter Prüfumfang gelten die mit der Bemusterung festgelegten und durch den Kunden akzeptierten Prüfungen.

Sofern in den Einkaufsbedingungen und Verträgen, die mit dem Kunden abgeschlossen wurden bzw. gegenüber diesem gelten, nichts anders geregelt ist, hat der Kunde Mängel in einer Lieferung, sobald sie nach den Gegebenheiten eines ordnungsgemäßen Geschäftsablaufes festgestellt wurden, dem Lieferanten unverzüglich anzuzeigen. Soweit dies nach ordnungsgemäßem Geschäftsgang tunlich ist, prüft der Kunde entweder die unter Verwendung der Lieferung hergestellten Baugruppen vor Beginn des nächsten Fertigungsabschnitts oder unterzieht das unter Verwendung der Baugruppe hergestellte fertige Produkt einer Prüfung.

Upon receipt, Customer shall inspect Supplier's products in respect of compliance with volume and identity as well as in respect of visible damages. The inspections implemented through the prototype technical-release proceeding and accepted by Customer shall be classified as the agreed scope of inspection.

Unless otherwise stipulated in the General Purchasing and Service Conditions of and contracts entered into with Customer, any defects detected in the ordinary course of business will be reported by Customer to Supplier without delay. If feasible in the ordinary course of business, Customer will either inspect assemblies manufactured with parts provided by Supplier prior to the next manufacturing segment or, alternatively, inspect the end product that incorporates the assemblies.

3.3 Der Lieferant erhält ausgefallene Teile zur Analyse zur Verfügung gestellt, soweit nichts anderweitig vereinbart ist. Im Streitfall hat eine gemeinsame Befundung durch Kunde und Lieferant zu erfolgen. Kommt es zu fehlerhaften Lieferungen, muss der Lieferant unverzüglich für Abhilfe sorgen (Ersatzlieferungen, Sortier- oder Nacharbeit).

In the absence of agreements to the contrary, defective parts will be shipped to Supplier for analysis. Should a dispute arise, Customer and Supplier will conduct a joint analysis. In the event of defective deliveries, Supplier shall take remedial actions immediately (replacement deliveries, sorting, or rework).

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4. Foreign Object and Debris Program (FOD)

Der Lieferant muss sicherstellen und überprüfen, dass effektive FOD- Vorsorgemaßnahmen eingebunden werden, welche einen prozessorientierten Ansatz und risikobasiertes Denken miteinbeziehen um die FOD Maßnahmen umzusetzen.

The supplier shall establish and maintain an effective FOD Prevention Program that involves using a process approach and risk-based thinking to proactively address the events (conditions and actions) leading to FOD (acc. AS/EN/SJAC 9146).

III. HAFTUNG / LIABILITY

Die Festlegung von Qualitätszielen und -maßnahmen, sowie Eingriffsgrenzen (Störfälle, ppm-Ziele im Sinne einer statistischen Größe) durch diese Qualitätsmanagementanforderungen befreit den Lieferanten nicht von der Haftung für Gewährleistungs- und Schadensersatzansprüche des Kunden wegen Mängeln der Lieferungen. Vielmehr definieren diese Qualitätsmanagementanforderungen die Pflichten aus dem Liefervertrag (d.h. Einkaufsbedingungen und Verträge, die mit dem Kunden abgeschlossen wurden bzw. gegenüber diesen gelten) sowie das daraus entstehende Gewährleistungsrecht.

Supplier will not be relieved of its liability for any warranty or damage claims of Customer due to defective deliveries by the fact that quality targets and measures as well as intervention limits (disruptions, statistical ppm targets in the meaning of a statistical factor) are set forth in these Quality Management Requirements. Rather, these Quality Management Requirements define the obligations arising from the supply contract (i.e. General Purchasing and Service Conditions of and contracts entered into with Customer) and the resulting warranty right.



Corporate Principles
**Code of Conduct
for Suppliers**

Commitment to compliance	<p>1. Purpose of this Code of Conduct for Suppliers</p> <p>Lilium GmbH and its direct and indirect subsidiaries (collectively "Lilium") maintains the highest level of professional and ethical standards in the conduct of its business. It places great emphasis on its reputation for honesty, integrity and high ethical standards.</p>
For all suppliers and service providers	<p>This Code of Conduct for Suppliers defines Lilium's requirements for its business dealings with its suppliers. It applies to all non-Lilium companies that supply goods or services to Lilium (each a "Supplier" and collectively "Suppliers").</p>
	<p>2. General Principles</p> <p>Lilium expects its Suppliers:</p> <ul style="list-style-type: none">➤ to act honestly, responsibly and fairly;➤ to observe applicable laws, in particular the rules on anti-corruption, competition, import and export control and customs set out in more detail below (Section 3);➤ to comply with the standards on corporate social responsibility set out in more detail below (Section 4);➤ to work to ensure that the principles set out in this Code of Conduct for Suppliers are respected by their directors, officers, employees as well as their own suppliers;➤ to inform Lilium of any instances that might constitute a violation of this Code of Conduct for Suppliers and to cooperate with Lilium in the investigation of such violations in line with the requirements set out below (Section 5); and➤ to implement adequate measures in their organization to prevent violations of applicable laws or the principles set out in this Code of Conduct for Suppliers (compliance program).

3. Compliance with Applicable Laws

3.1 *Anti-Corruption*

Lilium commits to comply with the anti-corruption laws and regulations of every nation in which it operates and expects its Suppliers to do likewise.

In particular, in connection with their activities for Lilium, Suppliers must never offer, promise or grant gifts or other benefits:

No bribes to public officials

- to a public official in exchange for performing an official act or discharging his/her duties;

Public officials include, among others: civil servants, officers and employees of any government, public authority, agency, department or other public body as well as any person acting in an official capacity for or on behalf of any public body.

No bribes in the private sector

- to a representative of a private business with the purpose of gaining an unfair competitive advantage;
- to a representative of a private business if the Supplier knows, or has reason to believe, that the recipient is prohibited from accepting the gift or benefit.

No requesting of bribes

In addition, in connection with their activities for Lilium, Suppliers must never request from other businesses gifts or other benefits that they are not entitled to in exchange for providing an unfair competitive advantage to a competitor.

3.2 *Antitrust*

Lilium complies with all relevant competition laws and expects the same from its Suppliers.

In particular, Suppliers shall not engage in any conduct that unlawfully restricts or may restrict competition. This includes:

No price fixing, market allocation, bid rigging

- Suppliers must not unlawfully participate in agreements or arrangements with competitors to fix sales prices, allocate markets or customers or manipulate tenders ("bid rigging").

No exchange of sensitive information

- Suppliers must not unlawfully exchange with competitors competitively sensitive information. Competitively sensitive information includes, in particular, confidential information on prices, volumes or terms and conditions of sale agreed with individual customers.

3.3 *Import/Export Control and Customs*

Suppliers ensure that their business practices are in accordance with all applicable laws and regulations

Import and export control

- Governing the import and export of products, services or other items (including parts, components, technology and data);

Sanctions and embargoes

- Imposing sanctions, embargos or other restrictive measures.

For this purpose, Suppliers have established an internal import/export control compliance system, which includes the appointment of at least one sufficiently competent and reliable employee who is responsible for all import/export applications and the internal organization and supervision of import/export control matters.

Information

Suppliers shall provide Lilium on first request with information on the Supplier's internal import/export control compliance system, including the name and business contact details of the person responsible for import/export matters as well as all information on the classification of

goods or services supplied to Liliium under the applicable import/export lists.

Documentation,
labelling,
authorizations,
tariffs and duties

Suppliers ensure that all documents required for the import/export of goods and services are provided to the competent customs offices and administrative authorities. Suppliers ensure that all required licenses and authorizations are obtained in time and that all customs, tariffs and duties are paid as legally required. Suppliers ensure that their products are labelled in accordance with applicable laws and regulations.

4. Corporate Social Responsibility of our Suppliers

Liliium is convinced that social corporate responsibility is a key factor for its long-term success. We, therefore, expect Suppliers to align their conduct with the following principles:

Human Rights

⇒ Suppliers respect commonly accepted human rights.

No Forced labor

⇒ Any kind of forced labor, bondage, involuntary prison labor and trafficking is a violation of this Code of Conduct for Suppliers. Suppliers ensure that their employees are not subject to inhuman or degrading treatment, corporal punishment and are free to leave their employer after reasonable notice.

No discrimination

⇒ Discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation is a violation of this Code of Conduct for Suppliers. Suppliers do not tolerate discrimination in the employment or occupation of their staff.

No harsh,
no inhumane
treatment

⇒ Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is a violation of this Code of Conduct for Suppliers.

- Freedom of association** ➤ Suppliers respect that their employees have the right to join or form trade unions of their own choosing and to bargain collectively. Employee representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- Safe and hygienic working conditions** ➤ Suppliers provide a safe and hygienic working environment, in particular to avoid accidents and injuries. Employees receive regular and recorded health and safety training. Accommodation, where provided, is clean, safe, and meets the basic needs of employees. In addition, Suppliers minimize or eliminate, where reasonable, all sources of danger in the workplace and do so based on the general level of knowledge regarding health and safety in the relevant industrial sector.
- No child labor** ➤ Suppliers do not use child labor as defined in the provisions of the ILO and UN conventions and/or national law. The minimum age for employment of minors is not below the applicable age of compulsory education and is at least 15 years, unless ILO exceptions apply.
- Regular employment** ➤ Before entering into employment, employees are provided with clear information about their rights, responsibilities, working conditions and wages. To the extent possible, work performed must be on the basis of a recognized employment relationship established through national law and practice. Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through, e.g., the excessive use of fixed-term contracts, sub-contracting or other working arrangements.
- Payment and wages** ➤ Employees are rewarded adequately and in accordance with the applicable laws and industry standards.
- No excessive working hours** ➤ Working hours comply with national laws or collective agreements, whichever affords the greater protection of employees.

Environmental protection

- Suppliers comply with applicable environmental standards. They are committed to the principles of sustainable business and to environmental protection as an indicator of corporate value. They take effective measures which reflect their sense of responsibility for the environment.

Data protection

- Suppliers comply with all applicable laws for the protection of personal data, particularly of employees, business partners and customers.

5. Investigation of suspected violations

Duty to cooperate

Suppliers are obliged to actively contribute towards preventing violations of this Code of Conduct for Suppliers. Suppliers must investigate suspected violations and cooperate fully with Liliium in this respect

Reporting violations

If a Supplier learns of circumstances that might represent a violation of this Code of Conduct for Suppliers, the Suppliers must report them immediately in writing to the Compliance Officer of Liliium:

Roberto Speranza; cell 0151 65236979,

email: Roberto.Speranza@lilium.com,

Duty to investigate and terminate violations

If such violation lies within the sphere of the Supplier, the Supplier is obliged to investigate the circumstances of the case. If the suspicion is confirmed, the Supplier is obliged to take appropriate specific technical, organizational, or personnel measures to terminate the violation without delay and, if this has not already been done, to take action to prevent such violations in the future. The Supplier has to promptly inform Liliium in writing on the progress and outcome of the investigation of the circumstances of the case and on any measures taken.

6. Consequences of non-compliance

**Termination,
damages**

A violation of this Code of Conduct for Suppliers can lead to the termination of the business relationship with Liliium and/or claims for damages from Liliium, in particular as set out in Liliium's General Terms and Conditions of Purchase.

Other sanctions

In addition to contractual consequences, violations of applicable law and regulations may trigger legal sanctions, including but not limited to fines and/or criminal prosecution.