

## 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 Liliu eAircraft GmbH and/or its group companies ("LILIUM") 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:

<b>Administrative Non-Conformity</b>	means any failure to meet an administrative requirement as specified in the Order.
<b>Business Days</b>	shall mean days at which the offices of LILIUM at the Delivery Location are generally open for business.
<b>CoC</b>	means Certificate of Conformity.
<b>Delay</b>	means any default or delay except in case of Force Majeure.
<b>Delivery</b>	means the delivery process as described in section 4.1 of these GPC Terms.
<b>Delivery Date</b>	means the date on which the Goods are to be delivered to LILIUM, as specified in the Order.
<b>Delivery Location</b>	means the point of delivery specified in the Order.
<b>Design Reviews</b>	means reviews as set forth in section 7.5.
<b>Engineering Change Request</b>	means requests as set forth in section 18.1.
<b>ESD</b>	means electrostatic discharge as set forth in section 6.2.
<b>Force Majeure</b>	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.
<b>Foreign Trade Regulations</b>	means applicable export control, customs and foreign trade regulations as set forth in section 22.1.
<b>Goods</b>	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.

<b>GPC Terms</b>	shall mean these General Purchasing and Service Terms and Conditions as set forth in the introduction.
<b>Intellectual Property</b>	has the meaning as set forth in section 15.1.
<b>NDA</b>	means Non-Disclosure Agreement.
<b>Order</b>	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.
<b>Parties</b>	means LILIUM, the Group Companies and the respective Supplier as referred to together.
<b>Party</b>	means LILIUM, the Group Companies and the respective Supplier as referred to individually.
<b>Personal Data</b>	has the meaning as set forth in section 23.1.
<b>POA</b>	means production organisation approval.
<b>Price</b>	means the price of the Goods as specified in the Order.
<b>Privacy Regulations</b>	has the meaning as set forth in section 23.1.
<b>Supplier</b>	means the company who is the supplier of the Goods named in the Order.
<b>Technical Non-Conformity</b>	means any failure to meet a technical requirement as specified in the Order.
<b>Waiver</b>	means a waiver issued by LILIUM as set forth in section 8.3.
<b>Work Results</b>	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	<b>ESSENTIAL CONDITIONS</b>
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	<b>ORDER AND ORDER CONFIRMATION</b>
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	<b>DELIVERY; DELIVERY LOCATION; PLACE OF PERFORMANCE; DEADLINES; FORCE MAJEURE; TRANSFER OF TITLE AND RISK</b>
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 (" <b>Delivery Location</b> ") and delivery has been accepted by LILIUM or its authorised representative (" <b>Delivery</b> "). 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 (" <b>Delivery Date</b> ").
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 ( <i>Nachfrist</i> ) 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 the relevant LILIUM 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 sub-contractors.
- 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.
- 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.

- 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.
- 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
- 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 comprehensibly.
- 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 (*Bürgerliches Gesetzbuch*).
- 11 COMMERCIAL TERMS**
- The Delivery of Goods shall be made DAP (i.e. Delivered At Place) in accordance with ICC Incoterms 2020 at the Delivery Location.
- 12 DAMAGE IN TRANSIT**
- 12.1 On despatch of any Goods, the Supplier shall send to LILIUM at the address for Delivery of the Goods, an *advice note* specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.
- 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:
- 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
- 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.
- 13 INSPECTION (AUDIT), REJECTION AND WARRANTY**
- 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.
- 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.
- 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.
- 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.
- 13.5 LILIUM may by written notice to the Supplier reject any of the Goods that do not meet the requirements under the Order.
- 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.
- 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.
- 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.
- 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)
- 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.
- 13.7 Third party claims on and defect in title:
- 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.
- 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.
- 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)
- 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.
- 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.
- 14 QUALITY**
- 14.1 Quality; Delivery Documents; Regulations (EC);
- 14.1.1 Any Goods supplied shall carry a *Certificate of Conformity ("CoC")*. This certifies that the Goods are manufactured and tested in accordance with the technical requirements set out in the Order.
- 14.1.2 Suppliers with a production organisation approval ("**POA**") shall enclose an *EASA Form 1 or FAA 8130-3 certificate of release or equivalent*. In case of Suppliers without a production organisation approval, the Goods shall be accompanied by a CoC.
- 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.
- 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 measures linked to the delivered Goods, in addition to a CoC as referenced in 14.1.1 & 14.1.2.
- 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.
- 14.2 Quality Management System**
- 14.2.1 The Supplier shall demonstrate and maintain a fully functional quality management system in place that is in line with LPOQS0003DIR Liliium Supplier Quality Management System Handbook as amended from time to time it being understood that such amendment shall be permissible only if materially justified due to changes of the applicable laws (including case law), practices of the relevant supervisory authority/ies, general industry practices and/or technical requirements.
- 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.
- 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.
- 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
- 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.
- LILIUM shall be notified by the Supplier in writing should there be any deviation in the time allotted.
- 15 INTELLECTUAL PROPERTY**
- 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.
- 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.
- 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.
- 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.
- 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

<p>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 <b>INDEMNITY AND INSURANCE</b></p>	<p>20.3 On-site presence of Supplier's representatives may be required from time to time by LILIUM.</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 subcontractors.</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>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 <b>CONFIDENTIALITY</b></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>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>15.8 The unrestricted right to use and exploit in terms of subject matter includes, but is not limited to the following rights:</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>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>
<ul style="list-style-type: none"> <li>– right to reproduce and to make copies;</li> <li>– right to distribute;</li> <li>– right to exhibit;</li> <li>– right to present, perform and recite;</li> <li>– 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);</li> <li>– right to adapt, transform, process, further develop and to make changes;</li> <li>– right to filming and re-filming, including the right to editing or redesigning</li> <li>– 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.</li> </ul>	<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>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>16 <b>HEALTH AND SAFETY</b></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>22 <b>EXPORT CONTROL</b></p>
<p>16.1 The Supplier represents and undertakes to LILIUM that the Supplier has satisfied itself that:</p>	<p>18 <b>ENGINEERING CHANGE; CHANGE MANAGEMENT</b></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>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>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>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>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>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>22.3 LILIUM will provide the Supplier with all information necessary to evaluate the applicability of license regulations.</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>	<p>18.3 If applicable, Supplier shall provide the Price breakdown including engineering hours, modification fee of tools and further fees.</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"> <li>- 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</li> <li>- 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.</li> <li>- Notwithstanding anything to the contrary in these GPC Terms, the following provisions are of essence for the Order:</li> <li>- 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</li> <li>- 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.</li> </ul>
<p>16</p>	<p>19 <b>OWNERSHIP OF TOOL</b></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</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>22</p>
<p>16.1.1</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>22.1</p>
<p>16.1.2</p>	<p>20 <b>PROJECT MANAGEMENT</b></p>	<p>22.2</p>
<p>16.2</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>22.3</p>
<p>16.2</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. (Only applicable for design and build to specification/ system projects).</p>	<p>22.4</p>

	compliance with its obligations under these provisions.		
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.	24.2.8	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
		24.2.9	in case of Force Majeure.
23	<b>DATA PROTECTION AND PRIVACY</b>	24.3	Upon receipt of such termination notice of LILIUUM the Supplier shall stop the work. In case LILIUUM elects to terminate the Order LILIUUM'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 LILIUUM prior to the termination.
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	<b>TIMELY TERMINATION</b>  In the event of interruption, cessation or reduction of LILIUUM's development and/or manufacturing, LILIUUM 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.  LILIUUM 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 LILIUUM), - all reasonable and demonstrable costs incurred as termination liabilities towards its subcontractors or suppliers.
23.2	In the event of a breach of the Privacy Regulations by the Supplier, the Supplier shall indemnify LILIUUM, 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 LILIUUM 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 LILIUUM 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.		The Supplier shall not be entitled to claim from LILIUUM any amount higher than the total Price for the terminated Orders, less any payment already made by LILIUUM with regards to such Orders.
24	<b>TERMINATION FOR GOOD CAUSE</b>	26	<b>ASSIGNMENT AND SUB-CONTRACTING</b>
24.1	Where legally applicable, LILIUUM 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 LILIUUM assign or transfer the benefit or burden of the Order.
24.2	In case of termination by LILIUUM, 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.
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 LILIUUM 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 LILIUUM. 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.
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 LILIUUM 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.
24.2.3	The Supplier fails to provide assurances of performance requested by LILIUUM. If LILIUUM requests assurances of performance, the Supplier shall provide such assurances of performance in writing within 7 (seven) calendar days;	27	<b>NOTICES</b>  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 LILIUUM) or to the address set out in the Order (in the case of the Supplier).
24.2.4	The Supplier subcontracts to third parties without the prior written consent of LILIUUM;	28	<b>THIRD PARTY RIGHTS</b>  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.
24.2.5	The Supplier refuses to give access to LILIUUM, its agent, representative or the regulatory authority to conduct audits or related activities following reasonable prior notice;	29	<b>SEVERABILITY</b>  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
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;		
24.2.7	The Supplier is unable to pay its debts;		
		30	<b>WAIVER</b>  No delay or omission by LILIUUM 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.
		31	<b>LAW AND JURISDICTION</b>  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).  The place of jurisdiction shall be Munich, Germany.
		32	<b>SPARE PARTS AND OBSOLECENCE</b>  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.
		33	<b>ELECTRONIC DATA EXCHANGE</b>  LILIUUM and Supplier may exchange information including but not limited to quality, Delivery, Order, and pricing data electronically. Supplier shall provide required information in LILIUUM designated format and acknowledge information received electronically. Any information exchanged electronically is covered by the NDA and shall remain confidential. LILIUUM reserves the right to connect directly or indirectly to supplier database (i.e. ERP, PLM) to acquire information that is related to the contract.
		34	<b>COORPORATE RESPONSABILITY AND SUSTAINABILITY; SUPPLIER CODE OF CONDUCT</b>
		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.
		34.2	In addition to other rights and remedies that LILIUUM may have, LILIUUM 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, LILIUUM'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 LILIUUM.
		34.3	The Supplier shall adhere to the LILIUUM Code of Conduct for Suppliers that is available on the following LILIUUM webpage: <a href="https://lilium.com/suppliers">https://lilium.com/suppliers</a> , as it may be amended from time to time. Violation of the Code of Conduct for Suppliers may lead to disqualification of the Supplier.
		30	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.