

1. Scope and Contract Documents. "Buyer" means the MINCATEC legal entity expressly identified in the Purchase Order. "Seller" means the supplier of the goods and/or services. "Order" means the Purchase Order together with the documents incorporated into it. These General Purchasing Conditions apply to all Orders placed by the Buyer, and the Seller confirms that it acts in a professional and commercial capacity. Any terms proposed by the Seller are excluded unless expressly accepted in writing by an authorised representative of the Buyer. In the event of inconsistency, the following order of precedence applies: (i) any specifically negotiated written amendment or special condition; (ii) the Purchase Order; (iii) the technical specifications, drawings and quality requirements referenced in the Purchase Order; (iv) these General Purchasing Conditions; and (v) the Seller's offer, solely to the extent expressly accepted by the Buyer. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with the relevant party.

2. Acceptance and Changes. The Seller shall acknowledge and accept each Order or Order amendment within five (5) business days of receipt. Commencement of performance, procurement of materials or delivery shall also constitute acceptance. The Buyer may request written changes to the scope or quantity of the supply, Buyer-owned drawings, packaging, shipping arrangements, delivery place or delivery schedule. Within five (5) business days of receiving a change request, the Seller shall identify and substantiate any effect on price, schedule, quality or performance. No adjustment shall apply unless expressly agreed in a written Order amendment signed or issued by the Buyer. The Seller shall continue unaffected work while the parties assess the proposed change.

3. Price. Unless the Order expressly states otherwise, prices are firm, fixed and not subject to escalation. Prices include all costs necessary for complete and compliant performance, including packaging, preservation, inspection, testing, certificates, licences, duties and transport for which the Seller is responsible under the applicable delivery term, but exclude VAT where legally chargeable. No surcharge, expense or price adjustment shall be payable unless approved in advance through a written Order amendment. The Seller shall not modify the Order or incur additional chargeable work without the Buyer's prior written authorisation.

4. Invoicing, Payment and Set-off. Each invoice shall identify the Buyer legal entity, Purchase Order number, line item, delivery note, supplied goods or services, quantities, prices, applicable taxes and bank details. Unless the Order permits advance or milestone invoicing, invoices shall not be issued before delivery or completion of the relevant goods or services. A compliant and undisputed invoice is payable within thirty (30) calendar days from its date of issue. The Buyer shall notify the Seller of a material invoice dispute within ten (10) business days after receipt and may withhold only the genuinely disputed amount. Statutory late-payment interest and the applicable fixed recovery-cost indemnity shall apply in accordance with mandatory French law. The Buyer may set off amounts owed by the Seller against amounts owed to the Seller by the same Buyer legal entity. Cross-affiliate set-off shall apply only where the Seller has expressly agreed to a separate written multilateral set-off arrangement. Invoices shall be issued to the legal entity and billing address stated in the Purchase Order. Any change of bank account shall be notified through a secure process and may be subject to independent verification by the Buyer.

5. Assignment and Subcontracting. The Seller shall not assign the Order, transfer any material right or obligation, or subcontract any critical or substantial part of the work without the Buyer's prior written consent. Consent shall not relieve the Seller of any obligation or liability, and the Seller remains fully responsible for its subcontractors. The Seller shall flow down all applicable technical, quality, confidentiality, compliance and access requirements. The Buyer may assign the Order to an Affiliate upon written notice, provided that the assignee assumes the Buyer's obligations. Any assignment of receivables remains subject to applicable law and shall not alter the Buyer's contractual rights, defences or rights of set-off.

6. Delivery Terms. The applicable delivery rule, named place or point, and allocation of transport costs shall be stated in the Order using the format "[chosen rule] [precise named place or point] Incoterms® 2020". Risk transfers in accordance with that rule, subject to Clause 8 concerning title. Partial or early deliveries require the Buyer's prior written consent unless expressly authorised in the Order.

Each delivery shall be accompanied by a delivery note and, where required by the Order, specification or applicable law, the following information and documentation:

- Purchase Order number and delivery note number.
- Buyer and Seller part numbers, revision status and clear description of the goods.
- Delivered quantity, number of packages, quantity per package, batch/lot and serial numbers where applicable.
- Date of dispatch and delivery, origin of the goods and customs information where applicable.
- First Article Inspection report or equivalent, only where expressly required by the Order or applicable quality plan.
- Dimensional, inspection and test reports, where required.
- Material certificates and full traceability records, where required.
- Any regulatory, airworthiness, safety or environmental compliance certificate specified in the Order.
- Seller's Certificate of Conformity, signed by an authorised representative.
- Completed Buyer production, inspection or international shipment documents specified in the Order.

Mandatory documentation forms part of the delivery. Missing or materially incorrect documentation may cause the delivery to be treated as incomplete and may suspend acceptance without delaying the statutory payment period beyond what is legally permitted. The Buyer may reject non-conforming goods or services. At the Buyer's written request, the Seller shall promptly correct, repair, replace or reperform them at its own cost within the period reasonably specified by the Buyer, normally not exceeding five (5) business days for urgent production needs where technically feasible.

7. Delivery Dates and Delay. Time is of the essence. The Seller shall immediately notify the Buyer in writing of any actual or anticipated delay, its causes, affected items, mitigation measures and revised recovery plan. Notification does not relieve the Seller of its obligations.

Following written notice, the Buyer may apply liquidated damages equal to one per cent (1%) of the value of the delayed goods or services for each complete week of delay, capped at ten per cent (10%) of that value. No liquidated damages apply to the extent the delay is directly caused by the Buyer or by a qualifying force majeure event. The Buyer may claim additional compensation only for a distinct, proven loss exceeding the liquidated damages and not already compensated by them.

The Seller shall provide dispatch notice at least five (5) business days before shipment, or within the period stated in the Order, and shall not dispatch goods subject to a mandatory hold point without the Buyer's written release.

If the delay exceeds fourteen (14) calendar days, or earlier where the delay materially jeopardises safety, production or a customer commitment, the Buyer may terminate all or part of the affected Order and source the undelivered items from a third party. The Seller shall reimburse the Buyer for reasonable and documented additional procurement and expediting costs attributable to the Seller's breach, without entitlement to compensation for the terminated balance.

8. Transfer of Title and Risk. Risk of loss or damage transfers in accordance with the Incoterms® 2020 rule and precise delivery point stated in the Order. Incoterms® rules do not determine ownership. Title transfers to the Buyer upon delivery, unless title transfers earlier to the extent of any advance or progress payment. Goods for which title has transferred before delivery shall be clearly identified as Buyer property, segregated where practicable, protected from liens or encumbrances, maintained and insured at replacement value by the Seller, and shall remain at the Seller's risk until risk transfers under the applicable delivery term.

9. Packaging and Transportation. The Seller shall package, preserve, mark, handle and transport the goods in a manner appropriate to their nature, agreed storage period and mode of transport, and in compliance with the Order and all applicable safety, dangerous-goods, export, environmental and carrier requirements. The Seller is responsible for loss, damage, corrosion, contamination or additional cost resulting from inadequate packaging, preservation, marking or failure to follow the Buyer's shipping instructions.

10. Indemnification. The Seller shall defend, indemnify and hold harmless the Buyer, its Affiliates, personnel and customers from third-party claims, losses, damages, penalties and reasonable costs to the extent arising from: (i) the Seller's breach of the Order; (ii) defective or non-conforming goods or services; (iii) negligence, wilful misconduct or violation of law by the Seller or its subcontractors; (iv) death, personal injury or property damage caused by the Seller's performance or products; or (v) infringement of third-party intellectual-property rights, subject to Clause 19. The indemnity does not apply to the extent a claim is caused by the indemnified party's gross negligence or wilful misconduct. The Buyer shall give reasonably prompt notice and permit the Seller to participate in the defence, provided that no settlement admitting liability or imposing obligations on the Buyer may be made without the Buyer's written consent.

11. Warranty. The Seller warrants that all goods and services shall:

- be new, of merchantable quality, free from defects, liens and encumbrances, and strictly conform to the Order, approved drawings, specifications, samples, performance requirements and applicable laws and standards; be fit for the disclosed or reasonably foreseeable intended purpose; and be produced using approved materials, processes and sources.
- Unless a different period is stated in the Order, the warranty applies for thirty-six (36) months from commissioning or first use by the Buyer or its customer, but in no event later than forty-eight (48) months after delivery. Services are warranted for twelve (12) months after acceptance. The warranty excludes normal wear, misuse contrary to documented instructions, and unauthorised modification, except where the Seller knew or should have warned that a Buyer-provided design or instruction was unsuitable. On notice of a defect, the Seller shall promptly investigate and, at the Buyer's option, repair, replace or reperform the affected goods or services at no cost, including reasonable transport, removal, reinstallation, testing and corrective-action costs. The Seller shall acknowledge urgent safety or production issues within two (2) business days and implement a mutually acceptable corrective action as soon as practicable, normally within fourteen (14) calendar days. Where immediate action is necessary and the Seller cannot act in time, the Buyer may carry out or commission provisional or permanent corrective work at the Seller's reasonable cost. Inspection, acceptance or payment does not waive the warranty. Repaired or replaced items are warranted for the longer of the remaining original warranty period or twelve (12) months. Warranties are transferable to the Buyer's customers and authorised users.

12. Termination.

12.1 Termination for Breach. If the Seller materially breaches the Order, the Buyer may require cure by written notice within fourteen (14) calendar days or a shorter reasonable period where safety or production continuity requires. The Buyer may terminate immediately for an irremediable breach, repeated material breach, fraud, corruption, deliberate confidentiality violation, counterfeit parts, serious product-safety risk, or abandonment of performance. Upon termination, the Seller shall immediately refund unearned advance payments and provide the Buyer with all completed work, work in progress, Buyer property, tooling, documents and information for which the Buyer has paid.

12.2 Termination for Convenience. The Buyer may terminate all or part of an Order at any time by written notice. The Buyer shall pay for compliant goods and services completed and accepted before the effective termination date and for reasonable, documented and unavoidable direct costs properly incurred for the terminated work, less amounts already paid and the recoverable value of materials or work in progress. Any profit allowance applies only to completed work and excludes anticipated profit, loss of opportunity or indirect loss relating to the unperformed balance. The Seller shall take all reasonable steps to stop work, cancel commitments and minimise cost.

12.3 Insolvency and Business Discontinuity. To the extent permitted by applicable mandatory law, the Buyer may suspend or terminate the Order if the Seller ceases or threatens to cease material business operations, is unable to meet its obligations as they fall due, enters insolvency or restructuring proceedings, has an administrator or similar officer appointed, or makes an assignment for the benefit of creditors. The Seller shall promptly notify the Buyer of any event reasonably likely to affect continuity of supply. The Buyer shall remain liable only for

conforming deliveries accepted before termination and any amounts that mandatory law requires.

13. Force Majeure. A party is excused from the affected obligations only where an event beyond its reasonable control was not reasonably foreseeable when the Order was accepted and its effects could not be avoided by appropriate measures. The affected party shall notify the other in writing within forty-eight (48) hours, provide supporting evidence, identify the affected obligations and expected duration, implement all reasonable mitigation and business-continuity measures, and provide regular updates. Performance is suspended only to the extent and for the duration actually prevented. Payment for conforming goods or services already delivered is not excused.

The following events do not constitute force majeure merely because they occur, unless the above criteria are independently satisfied:

- Failure, delay or default by the Seller's suppliers or subcontractors.
- Seasonal or normally foreseeable weather conditions.
- Labour disputes limited to the Seller or its subcontractors.
- Ordinary equipment breakdown, maintenance failure, lack of capacity or lack of funds.
- Ordinary shortages or price increases affecting raw materials, energy, labour or transport. If a force majeure event continues for more than thirty (30) calendar days, the Buyer may obtain alternative supply, suspend the affected Order or terminate it without liability for the unperformed balance.

14. Confidentiality. The Seller shall keep confidential all non-public commercial, technical, financial and operational information received from or relating to the Buyer, its Affiliates or customers, including the existence and terms of the Order. Confidential Information may be used solely to perform the Order and disclosed only to personnel and approved subcontractors who need to know it and are bound by equivalent obligations. These obligations do not apply to information that the Seller can prove was lawfully known without restriction, independently developed, received lawfully from a third party, or entered the public domain without breach. Legally compelled disclosure shall be limited to what is required and, where lawful, preceded by prompt notice to the Buyer. The Seller shall protect Confidential Information with at least reasonable care, immediately report any unauthorised access or disclosure, and on request return or securely destroy it. These obligations continue for five (5) years after completion or termination, and indefinitely for trade secrets. Buyer-provided drawings, specifications, software, samples, tooling and documents remain Buyer property and shall not be copied, used or disclosed except to perform the Order. Ownership of developments and Seller background technology is governed by Clause 19.

15. Publicity. The Seller shall not use the Buyer's or its customers' names, trademarks, logos, photographs, products, sites or the existence of the Order in advertising, press releases, social media, references, case studies or other public communications without the Buyer's prior written consent.

16. Inspection, Audit and Access. The Buyer, its customers and applicable regulatory or statutory authorities may, on reasonable notice and subject to appropriate confidentiality and safety rules, inspect the goods and services during manufacture, before shipment and after delivery, and may audit the Seller's and approved subcontractors' relevant facilities, processes, records and quality controls. Where the Order establishes a hold or witness point, the Seller shall not proceed or ship without the required written release. The Seller shall provide reasonable cooperation and access. Inspection, audit, release or acceptance does not relieve the Seller of responsibility for conformity, quality or warranty obligations. Where an inspection or audit identifies a material non-conformity attributable to the Seller, the Seller shall bear the reasonable cost of reinspection, retesting and verification of corrective action. The Seller shall ensure equivalent access rights are included in its relevant subcontracts.

17. Buyer Property and Materials. All materials, components, tooling, equipment, documents, software and other property supplied or paid for by the Buyer remain or become Buyer property as specified in the Order. The Seller bears the risk of loss or damage while such property is in its custody, except for normal wear inherent in authorised use. Buyer property shall be clearly and permanently identified, recorded, segregated where practicable, maintained in good condition, used solely for the Order, protected from liens and insured at replacement value. The Seller shall immediately report any loss, damage, deterioration or unsuitability.

At the Buyer's request or on completion or termination, the Seller shall return or otherwise account for:

- conforming parts and completed work;
- non-conforming or quarantined parts;
- documented process scrap and remnants;
- unused materials, tooling and equipment; and
- all associated traceability and inventory records. The Buyer may inspect scrap before disposal. Disposal or recycling shall occur only in accordance with the Buyer's written instructions and applicable law.

(1) The Seller shall reimburse the replacement value of Buyer property that is lost, unaccounted for or damaged through the Seller's fault.

(2) Scrap shall be supported by records identifying quantity, cause, lot or serial number where applicable, and authorised disposition.

(3) Scrap exceeding an agreed allowance or resulting from improper processing, storage or handling shall be at the Seller's cost.

Materials incorporated into the supply and not provided by the Buyer shall be purchased from approved or otherwise acceptable sources and shall comply with the current specifications, traceability and change-control requirements stated in the Order.

18. Insurance. The Seller shall maintain, with reputable and financially sound insurers, insurance appropriate to the nature, value and risk of the Order and all insurance required by law. Unless the Order states different limits, the following minimum cover applies where relevant:

18.1 General and product liability insurance of not less than EUR 2,000,000 per occurrence, covering bodily injury, property damage and products/completed operations.

18.2 Professional indemnity or errors-and-omissions insurance of not less than EUR 1,000,000 where the Seller performs design, engineering, consulting, software or other professional services.

18.3 Cargo or transport insurance at full replacement value where the Seller bears transport risk, including loading and unloading where applicable.

18.4 Employer's liability, workers' compensation, motor-vehicle and other statutory insurance at the legally required levels.

18.5 Before commencing work and at each renewal, the Seller shall provide current certificates of insurance. The Buyer may request relevant policy extracts where reasonably necessary to verify coverage.

18.6 The Seller shall ensure that subcontractors maintain insurance appropriate to their activities and remains responsible for any deficiency in their coverage.

18.7 Deductibles, exclusions and uninsured amounts are for the Seller's account and do not reduce its contractual liability.

18.8 Insurance does not limit or replace any indemnity, warranty or other liability assumed by the Seller under the Order or applicable law.

18.9 The Seller shall notify the Buyer promptly of cancellation, non-renewal or a material reduction in required coverage.

Where the Order presents elevated product-safety, environmental, transport or recall risk, the Buyer may require higher limits or additional coverage expressly stated in the Order.

19. Industrial and Intellectual Property Rights.

(a) Background Rights. Each party retains ownership of intellectual property, know-how, tools, methods, software, designs and materials developed or acquired independently of the Order ("Background Rights"). The Seller shall identify any third-party or open-source rights incorporated into a deliverable before use and obtain all permissions necessary for the Buyer's intended use.

(b) Non-Infringement and Licence. The Seller warrants that the goods, services and their intended use do not infringe third-party rights. To the extent Seller Background Rights are necessary to use, operate, maintain, repair, modify, integrate, resell or support the deliverables, the Seller grants the Buyer, its Affiliates, customers and service providers a worldwide, irrevocable, perpetual, transferable, sublicensable and royalty-free licence for those purposes.

(c) Specifically Commissioned Developments. Subject to payment, all deliverables, drawings, specifications, reports, software, data and inventions created specifically for the Buyer under the Order and funded by the Buyer ("Foreground Rights") shall vest in or be assigned to the Buyer to the fullest extent permitted by law. The assignment includes the economic rights of reproduction, representation, adaptation, modification, translation, integration, distribution and commercial exploitation, for all media, worldwide and for the full legal term of protection. The Seller shall execute further documents and obtain equivalent assignments or waivers from its personnel and subcontractors. Moral rights are waived or not asserted to the extent legally permitted.

(d) Infringement Remedy. The Seller shall defend and indemnify the Buyer against infringement claims. At its cost and without interrupting operations, the Seller shall obtain the right to continue use, replace or modify the affected item without reducing performance, or, if neither is reasonably possible, refund all amounts paid and reimburse reasonable replacement and transition costs. This clause does not apply to infringement caused solely by a detailed Buyer design that the Seller followed without modification, provided the Seller promptly warned the Buyer of any known or reasonably apparent risk.

20. Waiver. No failure or delay by the Buyer in exercising a right or remedy constitutes a waiver. A waiver is effective only if express, written and signed by an authorised representative, and applies solely to the specific circumstance stated. A waiver of one breach does not waive any subsequent or different breach. Rights and remedies under the Order are cumulative unless mandatory law provides otherwise.

21. Applicable Law, Jurisdiction and Language. The Order and any non-contractual obligations arising from it are governed by French law. The United Nations Convention on Contracts for the International Sale of Goods is excluded. **ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE ORDER SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF PARIS, INCLUDING IN THE EVENT OF MULTIPLE DEFENDANTS, THIRD-PARTY PROCEEDINGS OR URGENT APPLICATIONS, TO THE EXTENT SUCH JURISDICTION AGREEMENT IS LEGALLY EFFECTIVE.** The parties shall first attempt in good faith to resolve the dispute through management discussions, without prejudice to urgent protective or injunctive relief. The English-language version of these Conditions prevails unless the Order expressly provides otherwise.

22. Documentation, Traceability and Records. The Seller shall control documents and data so that approved and current revisions are available at points of use, obsolete versions are prevented from unintended use, and Seller-generated documents are reviewed and approved before issue. The Seller shall supply all certificates, inspection and test records, declarations of conformity, deviations, traceability information and other evidence required by the Order. Records shall be legible, identifiable, protected against loss or alteration, securely stored and readily retrievable. Unless the Order, applicable law or a regulatory requirement specifies a longer period, records shall be retained for at least ten (10) years after final delivery. Airworthiness, product-safety and critical configuration records shall, where applicable, be retained for the operational life of the product plus five (5) years. Records shall be available to the Buyer, its customers and applicable authorities. The Seller shall notify the Buyer immediately of any post-delivery non-conformity, suspected escape, loss of traceability or falsification of records.

23. Environmental Protection and Regulated Substances. The Seller shall comply with all applicable environmental laws, permits and product-substance restrictions and shall use appropriate measures to prevent pollution, reduce waste and energy use, and manage hazardous substances and waste responsibly. Where applicable, the Seller shall provide accurate declarations and evidence concerning REACH, RoHS, conflict minerals, persistent pollutants, packaging, recycling, carbon data or other requirements stated in the Order. Any environmental incident, regulatory breach or change affecting the goods shall be reported

promptly to the Buyer. Certification to ISO 14001 or an equivalent system may be required by the Order or supplier-risk classification.

24. Personnel Competence and Special Processes.

24.1 The Seller shall ensure that personnel and subcontractors performing work affecting conformity, product safety or regulatory compliance are competent on the basis of appropriate education, training, skills and experience, and that competence records are maintained.

24.2 Special processes, inspection and testing shall be performed only by qualified personnel using approved procedures and equipment. Required certifications, approvals and calibrations shall remain valid and be made available to the Buyer on request.

24.3 The Seller shall ensure that its personnel and subcontractors understand their contribution to product and service conformity, product safety throughout the lifecycle, prevention of counterfeit or suspect parts, reporting of concerns and the importance of ethical behaviour.

25. Quality Management and Change Control.

25.1 The Seller shall maintain a quality-management system appropriate to the risk and complexity of the supply. Where stated in the Order or supplier approval, certification to ISO 9001 is mandatory; EN 9100 applies to designated aerospace suppliers; ISO/IEC 17025 applies to designated laboratories; and ISO 14001 may be required for significant environmental risk. In the absence of certification, the Buyer may approve an equivalent system following assessment or audit.

25.2 The Seller shall not change an approved design, specification, material, process, special-process source, manufacturing or inspection location, software revision, critical equipment or key subcontractor without prior written notification and, where required by the Order or quality plan, the Buyer's written approval. The Seller shall notify the Buyer promptly of loss, suspension or material limitation of any required certification or approval, and shall manage obsolescence and continuity risks.

25.3 The Seller shall flow down applicable requirements to its supply chain; prevent foreign-object damage and counterfeit parts where relevant; control key characteristics and configuration; obtain written approval before any concession or deviation; immediately report non-conformities or escapes; segregate affected product; perform root-cause analysis and timely corrective action; and permit Buyer, customer and authority access in accordance with Clause 16.

26. Anti-Bribery, Corruption and Financial-Crime Compliance.

Each party shall comply with all applicable anti-bribery, anti-corruption, anti-money-laundering, sanctions and financial-crime laws in connection with the Order and shall ensure equivalent compliance by its directors, employees, agents and relevant Affiliates or subcontractors.

Neither party shall directly or indirectly offer, promise, give, request or accept any improper payment, gift, commission, facilitation payment, sponsorship, employment benefit or other advantage intended to obtain an improper business or governmental benefit. Accurate books and records shall be maintained for transactions connected with the Order.

A party shall promptly notify the other of any credible suspected breach relating to the Order and shall reasonably cooperate with an investigation. The Buyer may suspend performance or terminate the affected Order immediately where the Seller admits, is convicted of, or is reasonably shown by reliable evidence to have committed a material breach, subject to applicable law.

The Seller shall maintain proportionate compliance controls, disclose actual conflicts of interest and provide reasonable information requested by the Buyer to verify compliance, subject to confidentiality, data-protection and legal-privilege requirements.

27. Human Rights and Responsible Supply Chains.

27.1 The Seller shall not use, support or benefit from child labour, forced labour, bonded labour, slavery, human trafficking or unlawful recruitment fees, and shall take reasonable steps to prevent such practices in its supply chain.

27.2 The Seller shall provide equal opportunity and prohibit harassment and unlawful discrimination in recruitment, remuneration, training, promotion and employment on any protected ground under applicable law. The Seller shall respect freedom of association and lawful collective bargaining and shall report and remediate any material human-rights breach connected with the Order.

28. Labour, Health and Safety Conditions.

28.1 The Seller shall comply with applicable wage, working-time, rest, social-security and collective-agreement requirements and shall pay at least the legally required minimum remuneration. The Seller is encouraged to progress towards remuneration sufficient to meet workers' basic needs in the relevant location.

28.2 The Seller shall provide safe and healthy working conditions, assess and control occupational risks, provide appropriate training and protective equipment, investigate incidents, and comply with applicable workplace health and safety laws and recognised industry practices. Serious accidents or conditions that may affect the Order shall be reported promptly to the Buyer.

29. Counterfeit and Suspect Parts Prevention. Where relevant to the goods, the Seller shall establish and maintain a risk-based counterfeit and suspect parts prevention plan consistent with recognised aerospace or industrial practice. Only new and authentic materials, parts and components shall be supplied unless the Order expressly permits otherwise. The Seller shall purchase from the Original Component Manufacturer, Original Equipment Manufacturer, authorised/franchised distributors or other sources expressly approved in writing by the Buyer. Independent distributors or brokers may be used only with prior written approval and enhanced traceability, authenticity verification and inspection. The Seller shall flow these requirements down, retain source and traceability records, and immediately notify the Buyer of any suspected or confirmed counterfeit part, quarantine affected material, support investigation and regulatory reporting, and replace affected goods and reimburse reasonable resulting costs at its own expense.