General Terms and Conditions of Purchase

Contents

1 General Terms and Conditions 2
2 Supplier qualification 2
3 Order management 2
3.1 Placing orders 2
3.2 Acceptance of materials 2
3.3 Traceability 3
4 Non-conforming material 3
5 Confidentiality 4
6 Force majeure 4
7 Requirements for suppliers (ref. Par.8.4.3 EN 9100 – Aerospace Sector Suppliers) 5
8 Requirements for VIRAVER suppliers with orders for materials/products intended for LH as the customer. 6

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General Terms and Conditions of Purchase

1 General Terms and Conditions

With a view to continuous improvement, VIRAVER TECHNOLOGY S.r.l. is committed to promoting a culture of quality throughout its supply chain.

VIRAVER TECHNOLOGY S.r.l.'s commitment is set out in the Integrated Policy, which can be found on the website at www.viraver.com/it/certificazioni

2 Supplier qualification

VIRAVER TECHNOLOGY S.r.l. is committed to using qualified suppliers. If necessary, suppliers must be approved by the end Customer and must have a certified management system.

The qualification process will take into account:

- Information and references obtained from the market;
- Certification status (ISO 9001, ISO 14001, ISO 45001, EN 9100) and/or the type of product supplied
- Assessment of the risks associated with the supply.

Supplier performance will then be assessed annually, taking into account:

- SERVICE
    - Punctuality of deliveries
    - Quantities delivered
- QUALITY
    - Quality of the delivered product
    - Quality of the product during production

In the event of unsatisfactory performance, the Supplier will receive the report and, if requested by VIRAVER, must provide a remedial action plan.

3 Order management

3.1 Placing orders

Supply contracts (order and acceptance) and delivery requests, as well as any changes or amendments to them, must be made in writing.

If acceptance is not received within 48 hours of the order being sent (by fax, email, etc.), the order will be considered confirmed. Delivery dates and periods are binding. Whether the delivery date or period has been met or not will be assessed based on the date on which the Buyer receives the goods. The Supplier must ensure that the goods are ready on time, taking into account the usual loading and transport times.

3.2 Acceptance of materials

Counterfeit products are not permitted.

The delivered materials must be accompanied by the required documentation:

- Raw material certificate (e.g., 3.1 certification according to EN 10204)

- CQC
- Certificate for special processes.
- Specific certificates listed in the purchase order

VIRAVER reserves the right to carry out dimensional or laboratory tests to verify that the delivered material is correct.

3.3 Traceability

In addition to the documents required under paragraph 3.2, the supplier must ensure traceability by retaining the production documentation for the products supplied. VIRAVER will request the documents, providing the traceability references indicated by the supplier.

4 Non-conforming material

Material may be identified as non-compliant at various stages:

- Acceptance checks
- In-process inspections
- Final decision
- At the end customer's premises

A successful inspection at the acceptance stage does not absolve the supplier of its responsibilities.

If a non-conformity is found, VIRAVER will report it in a written record. The supplier is required to respond promptly, providing all the information that VIRAVER deems necessary.

VIRAVER reserves the right to charge the Supplier.

Claims for compensation relating to defects will not be valid if the defect is the result of a failure to follow the instructions for use, maintenance, and installation; unsuitable or improper use; incorrect or negligent handling; normal wear and tear; or tampering with the delivered item by the Buyer or by third parties.

In the event of delivery of defective goods, the Purchaser may make claims for compensation arising from product liability, wrongful acts, and unauthorised actions. Warranties regarding quality and service life must be in writing and always explicitly stated as such.

Unless the conditions in question stipulate a different liability regime, the Supplier will be required to compensate the Purchaser for any direct or indirect damages suffered as a result of a defective delivery, a breach of government safety regulations, or any other cause attributable to the Supplier, but only under the following terms. As a general rule, liability for damages exists only if the damage was caused by a fault on the part of the Supplier. If a no-fault claim for damages is brought against the Purchaser under strict liability principles concerning third parties, the Supplier shall assume liability on the Purchaser’s behalf to the extent that the Supplier itself would have been directly liable. The resolution of disputes between the Purchaser and the Supplier will be governed by the Italian Civil Code. This also applies if a claim for compensation is made directly against the Supplier.

Liability will be excluded if the Buyer has effectively limited its own liability towards its customer. To the extent permitted by law, the Buyer shall endeavour to agree on limitations of liability that also benefit the Supplier.

Claims for compensation by the Buyer will not be valid if the damage was caused by a failure to follow the instructions for use, maintenance, and installation; by unsuitable or improper use; by incorrect or negligent handling; by normal wear and tear; or by incorrect repairs carried out by the Buyer. To the extent permitted by law, the Supplier will be responsible for measures taken by the Purchaser to prevent damage (e.g., recall campaigns).

The Purchaser must promptly and comprehensively inform and consult the Supplier regarding any claims for compensation that it intends to make against the Supplier under the conditions set out above. It must also give the Supplier the opportunity to investigate the complaint. The contracting parties must jointly decide on the actions to be taken, especially in the event of a conciliation procedure.

5 Confidentiality

The contracting parties undertake to treat as a trade secret any technical and commercial information that is not in the public domain and that comes to their knowledge in the course of their business relationship.

Drawings, models, templates, samples, and similar items may not be transferred to or disclosed to unauthorised third parties. They must be used solely for the purpose of fulfilling the contract between the Supplier and VIRAVER and may be reproduced only to the extent permitted by operational requirements and the laws governing copyright. Any subcontractors must be bound by a corresponding obligation.

Neither party may use the business relationship for advertising purposes without first obtaining the other party's written consent.

6 Force majeure

In the event of force majeure, industrial disputes, public disorder, actions taken by government authorities, and other serious, unforeseeable circumstances beyond the control of the contracting parties, the latter shall be relieved of their contractual obligations for the duration and in proportion to the effects of the aforementioned situations. This also applies if such events occur when the affected contracting party is already in delay. As far as possible, the contracting parties will promptly communicate the relevant information to each other and, in good faith, will adjust their obligations to the new circumstances.

7 Requirements for suppliers (ref. Par.8.4.3 EN 9100 – Aerospace Sector Suppliers)

The Supplier is required to:

- implement a quality management system;
- use external suppliers designated or approved by VIRAVER, including process sources (for example, special processes);
- notify the organisation of any non-conforming processes, products, or services, and obtain approval for their disposal;
- prevent the use of counterfeit parts (see section 8.1.4);
- notify the organisation of any changes to processes, products, or services – including changes to their external suppliers or production location – and obtain the organisation's approval;
- communicate the applicable requirements, including customer requirements, to external suppliers;
- provide test samples for design approval, inspection/verification, investigation, or audit;
- provide FAI (First Article Inspection) or PPAP (Production Part Approval Process), if requested;
- to notify VIRAVER of any changes to the production process;
- retain documented information, including retention periods and disposal requirements;
- to allow VIRAVER, its customers, and the relevant authorities access to the applicable areas of the facilities and to the relevant documented information, at any level of the supply chain;
- ensure that staff are aware of:
    - of their contribution to the conformity of the product or service;
    - of their contribution to product safety;
    - the importance of ethical conduct.

8 Requirements for VIRAVER suppliers with orders for materials/products intended for LH as the customer.

1	The QRS-01 and the associated QRS-XXX Forms (also referred to simply as QRS-01) constitute a set of quality requirements referenced in all Purchase Orders issued by LH to Suppliers. The QRS-01 applies to all activities assigned by Supplier type (refer to the QRS-01 Main Document, Table 1). LH Suppliers must pass on the QRS requirements to all their Subcontractors involved in fulfilling the Contract/Purchase Order, as applicable based on the Supplier's category, type, and activities, and subject to their approval. The requirements must be communicated in a way that enables the Supplier to manufacture and deliver LH items (including all support services) that fully comply with QRS-01 and the associated QRS-XXX Forms, as well as with the contractual requirements and those of the Purchase Orders. All QRS documents (including Appendices, Annexes, and Forms) can be downloaded from the following link: https://www.leonardocompany.com/it/suppliers/supplier-portal/helicopters/quality-requirements-for-suppliers Sub-Tiers are advised to read the entire set of QRS-XXX volumes, if necessary, to improve their understanding of the requirements and to ensure effective implementation.
2	Suppliers involved with LH items must grant LH the right of free access upon request, as specified by the AS/EN 9100 Aerospace Quality Management System, by regulatory agencies (FAA, TCCA, EASA), by military authorities, and by customers.
3	Suppliers must understand and put LH's requirements into practice before starting any work. VIRAVER will check that suppliers comply with these requirements correctly, taking into account the type of supplier and the scope of their involvement. LH reserves the right to be present during audits conducted by VIRAVER at suppliers' premises.
4	Suppliers must quarantine and promptly report to VIRAVER – and directly to LH where applicable – any part or item suspected of being or found to be counterfeit, as well as any test report, inspection report, material, or service.
5	For FAI activities, the EN/AS9102 standard is used as a reference in order to standardise the requirements of the FAI process as much as possible and to provide a consistent process and documentation requirements for the verification of parts and assemblies. VIRAVER communicates the requirements of QRS101 through the specifications included in purchase orders.

General Terms and Conditions of Purchase

6	The supplier must have a process in place for planning the completion of FAI activities before the first production run. The FAI plan must cover the activities to be carried out throughout the FAI process and identify the organisations responsible for those activities. Each supplier involved in FAI activities must have an internal procedure that sets out how the FAI activities will be carried out, including any activities performed by its sub-suppliers. The supplier must agree with VIRAVER on all the activities to be carried out and on the deadlines for submitting the relevant documentation, so that VIRAVER can send the complete FAI plan to LH for assessment well in advance of the start of production activities.
7	The requirements for suppliers regarding the management of changes during the FAI are set out in paragraphs 6.5 and 7.5 of QRS-101.
8	If a supplier is involved in FAI activities on LH products, it must use the following forms: QRS-101_F01, QRS-101_F02, QRS-101_F03 (or equivalent EN/AS9102 forms). For further details on the content of the FAIR, the supplier should refer to paragraph 8.1 of QRS-101. Note: Upon request, the supplier must provide free access to the FAI documentation.
9	Suppliers are responsible for effectively inspecting any product and/or service ordered from them. Sub-suppliers will be responsible for maintaining adequate objective evidence that the subcontracted item and/or services fully comply with the requirements of the Contract/Purchase Order or the design, in order to ensure the complete traceability of all relevant production/inspection documentation. This objective evidence must be made available to VIRAVER/LH representatives upon request.
10	The supplier’s production data must be approved by LH (Production Engineering) before production begins. All changes to a supplier's production data must be approved by LH Production Engineering before the change is implemented.
11	The requirements for SPECIAL PROCESSES applicable to suppliers, as set out in QRS104, are described in the following paragraphs/appendices: - Table 1 in paragraph 2, “Applicability”, - Appendix 2 for lower-level staff who carry out laboratory activities - Paragraph 5.7.1 “Personnel responsible for NDT inspections”

General Terms and Conditions of Purchase

12	The following requirements apply to all suppliers that manufacture equipment for LH products, as well as to suppliers that use such equipment or tools. This equipment and these tools may be provided on loan or manufactured by the sub-supplier on behalf of VIRAVER. The following types of equipment/tools are subject to initial checks, as well as periodic checks throughout their lifecycle: • Machining equipment/tools • Production and inspection equipment/tools • Jigs and gauges • Software and numerical control programs, or testing machines • Reference models • Test benches
13	Suppliers may not subcontract to their sub-suppliers without the formal approval of VIRAVER and LH, and any authorised transfer must be recorded. Once approval for subcontracting has been obtained, the supplier must pass on to its sub-suppliers the requirements of QRS105 that apply to equipment and tools, as listed below: - Design of equipment/tools (including identification requirements) - Initial qualification - Validation of equipment/tools - Register and identification sheet - Periodic checks - Coordination of equipment - Interchangeability - Storage of equipment - Packaging and shipping - Delivery documentation

General Terms and Conditions of Purchase

14	In accordance with QRS107, the management of non-conforming products applies to all LH suppliers and any sub-suppliers. The supplier must pass on the requirements of the QRS-107 standard to its sub-suppliers or to the processing managers involved in the production process. The sub-supplier must have a documented procedure in place to handle all possible cases of non-conformity listed below: - **Deviation permits**: deviations from the approved design data before the start of the production process (QRS 107 F02); - **Concessions**: non-conformities identified during the production process or upon its completion, but before the item is delivered (QRS 107 F01); - **Escapes/Quality Alerts**: non-conformities identified after the item has been delivered (QRS 107 F03). In addition, the sub-supplier must have a procedure in place for: - training for staff responsible for assessing and disposing of non-conforming items, as well as for those with access to the segregation area - analysing and initiating appropriate corrective actions; - the internal approval of non-conformities relating to the items produced and their reporting to the relevant LH supplier; - classifying the severity of non-conformities and implementing measures to prevent the use of non-conforming items in finished products. Non-conforming items, along with their identification (e.g., labels), must be kept in a secure quarantine area until a written and approved instruction is issued. For individual items, components, raw materials, or consumables that are non-conforming or destined for scrapping, and which cannot be placed in a segregation area, please refer to paragraph 5 of QRS-107. If an item is to be scrapped, a record of the serial number (S/N) and the batch number of the scrapped item must be kept, and the item must be physically damaged to render it unusable (for further details on the method to be used, see paragraph 5.5 of QRS-107, “Waste Management”).

General Terms and Conditions of Purchase

15	Sub-suppliers must promptly inform VIRAVER of any non-conformities and quality alerts, as well as any non-conformities discovered after dispatch (Escapes), as described in document QRS-107. **Sub-suppliers must notify non-conformities immediately and, in any case, within 24 hours.** The aim is to enable VIRAVER and LH to take action as soon as possible (to investigate the defect, implement corrective measures, and assess the impacts on airworthiness or safety). Use form QRS-107_F03 or an equivalent. Please note that VIRAVER is required to notify LH of any defects or quality alerts in accordance with the specific deadlines set out in document QRS-107.
16	If there are any discrepancies between the requirements of the Quality Management System (QMS) and those of Leonardo Helicopters (LH) (QRS-01 and all related procedures), a Quality Plan must be drawn up. This plan must then be discussed and agreed upon with the SQA. As set out in QRS-108, suppliers are required to specify in a Quality Plan (QP) how LH's contractual requirements are met through their Quality Management System (QMS) and Safety Management System (SMS) (if applicable), with reference to the requirements of QRS-01 (Leonardo Helicopters' Quality Requirements for Suppliers). The primary purpose of the Quality Plan (QP) is to identify any discrepancies between the supplier's QMS/SMS and the LH requirements specified in QRS-01 and/or in the contract itself. The Quality Plan (QP) must list in detail and explain any additional, modified, or adapted quality assurance (QA) processes that have been put in place to meet LH's quality and safety requirements. The secondary purpose of the QP is to document how the supplier intends to meet LH's contractual requirements, as specified in QRS-01 and the associated forms. These include the organisational/project structure, design and development activities, the customer's internal and external audit plan, customer-specific key performance indicators, and so on. VIRAVER may ask the supplier to prepare a Quality Plan with purposes equivalent to those mentioned above. In such cases, the supplier may use a format similar to the one described in QRS-108, or an equivalent one for the QP, unless VIRAVER specifies otherwise. Suppliers must review the QP on a quarterly basis to verify that the information it contains is accurate and up to date. Note: Any QPs from VIRAVER suppliers must be made available to LH upon request.