

TERMS AND CONDITIONS OF PURCHASE

1. Definitions

The following definitions are made for the content of this document:

- **Client:** refers to Ascend Beyond Space, the legal entity issuing the purchase order (the “Order”), including any successor or lawful assignee.
- **Order:** “Order,” “Agreement,” “Contract,” or “Purchase Order” means the binding agreement formed by the Client’s issuance of the Order, including these Terms and any amendments, attachments, or change notices, unless a specific document is clearly referenced.
- **Contractor:** “Contractor” means the individual or legal entity providing goods and/or services under the Order.
- **Goods:** “Goods” or “Products” means all items to be delivered under the Order, including parts, components, equipment, documents, software, firmware, or embedded logic as specified.
- **Electronic Signature:** means any electronic sound, symbol, or process logically linked to a document and executed with intent to sign, with the same legal validity as a handwritten signature.
- **Open Source Software:** means software provided under a license allowing use, modification, and redistribution, typically requiring disclosure of source code upon redistribution; and/or prohibition of additional restrictions when redistributing. This includes, but is not limited to, licenses such as the GNU GPL, Mozilla Public License, Apache 2.0, and similar.
- **Services:** “Services” refers to any work provided by the Contractor under the Order, including design, engineering, installation, maintenance, consulting, or other technical/professional efforts.
- **Counterfeit Goods:** “Counterfeit Goods” means any item misrepresented in origin, content, or performance. This includes, but is not limited to:
 - Items with non-original internal components;
 - Used or refurbished items sold as new;
 - Incorrect packaging or markings;
 - Items not completing OEM/OCM test processes;
 - Falsely screened or graded products; or
 - Altered labels or documentation to misrepresent quality or identity.

2. APPLICABILITY

These Terms and Conditions apply to all quotations made to Ascend Beyond Space (the "Client") and to all contracts concluded for the supply of Products or services.

For the purposes of this document, the Client refers to the natural or legal person applying these Terms and Conditions of Purchase and (Sub)Contracting. The contracting party shall be referred to as the "Contractor." The term "work" shall include, without limitation, the execution of Services or goods under the Order.

The general terms and conditions of the Contractor are hereby expressly excluded and shall not apply to any Order, unless expressly accepted in writing by the Client. Any deviation from these Terms and Conditions shall be valid only if confirmed in writing by the Client.

In the event of inconsistency, ambiguity, or conflict between the documents constituting the Order, such conflict shall be resolved in accordance with the following order of precedence, listed from highest to lowest:

- a. Provisions stated on the face of the Purchase Order
- b. These Terms and Conditions of Purchase and (Sub)Contracting
- c. Any applicable Supplier Quality Requirements
- d. The Statement of Work (if included)
- e. Technical Specifications
- f. Applicable Drawings

All such documents shall be interpreted, to the extent possible, as mutually consistent. In cases of irreconcilable conflict, the document higher in the above list shall prevail.

3. COSTS RELATED TO OFFERS

The Client shall not be liable for any expenses incurred by the Contractor in the preparation or submission of quotations or proposals, including but not limited to costs related to consultations, technical drawings, or other supporting documentation, whether created by the Contractor or on its behalf.

4. DELIVERY DATE

The Contractor shall deliver the Products by the delivery date specified in the Purchase Order. Failure to complete delivery in full by this date shall constitute a default by the Contractor. If the Contractor anticipates any inability to deliver on time, either partially or fully, they must notify the Client without delay.

The Contractor shall be responsible for any damages or losses resulting from delayed delivery as described in this chapter.

Should the Contractor fail to meet any milestone or completion date outlined in the Purchase Order or Contract, and such delay is not excused, the Contractor agrees to pay the Client liquidated damages amounting to 0.3% of the total Contract or Purchase Order value for each calendar day of delay, up to a maximum of 20%. These liquidated damages are in addition to any other legal remedies available to the Client. The Client reserves the right to deduct such penalties and damages from payments due to the Contractor.

5. PRICES

The prices stated in the offer are based on delivery under “DDP” terms for all locations of Ascend Beyond Space within Europe (France), as defined by Incoterms 2020. These prices are fixed, net of all taxes and duties, and include appropriate packaging.

Any price increases occurring after the contract has been finalized shall not be charged to the Client, irrespective of the time elapsed between contract conclusion and fulfilment.

6. TRANSMISSION OF RISK

All Products shall be delivered Duty Paid (DDP) for both intra-EU and extra-EU shipments, in accordance with Incoterms 2020. If the Contractor arranges or performs transportation despite pricing being agreed on an Ex Works basis, all associated risks, including loading and transport, shall remain with the Contractor. In cases where the Client or its representative collects the goods, the Contractor shall assist with loading at no cost, and any risk related to the loading process shall be borne by the Contractor.

The Contractor shall not incorporate any Open Source Software into the deliverables without the Client’s prior written consent, which may be withheld at the Client’s sole discretion. Any request for approval must include a complete list of all open source components used, the corresponding source code, a clear description of the software’s functionality in English, machine-readable files, and all applicable license terms.

If any materials, hardware, or components required for fulfilling this contract become obsolete or are scheduled for end-of-life, the Contractor shall promptly inform the Client and provide all relevant details, including identification of affected parts, expected dates of obsolescence and end-of-production, reasons for discontinuation, last-time buy options and pricing, support and warranty terms, and suggested replacements with a clear assessment of associated impacts on performance, cost, lead time, and availability. This obligation remains in effect throughout the applicable warranty period.

The Contractor must maintain a robust counterfeit avoidance program ensuring that all parts, components, and materials are sourced directly from Original Equipment Manufacturers (OEMs), Original Component Manufacturers (OCMs), or their authorized distributors. If sourcing through these channels is not possible, the Contractor shall notify the Client within five working days. Each shipment must be accompanied by a Certificate of Conformance and traceability documentation to the OEM/OCM. If original certification is unavailable, the Contractor must provide alternative verification such as De-lid and Die Authentication Reports or other testing as requested by the Client. If the Contractor becomes aware or suspects that counterfeit components have been delivered, it must immediately notify the Client and investigate the matter at its own expense. In such cases, the Contractor is responsible for resolving the issue through replacement or agreed alternatives. This obligation applies equally to all subcontractors involved in the delivery of goods under this contract.

The parties acknowledge and accept that this contract, as well as any related agreements, communications, or acknowledgements, may be executed and transmitted electronically. The validity and enforceability of such documents shall not be challenged on the grounds that they exist only in electronic form or contain electronic signatures.

7. INSPECTION AND TESTING

The Client reserves the right to inspect or test the ordered or delivered Products, as well as any ongoing work. The Contractor shall provide all necessary facilities and access reasonably required to facilitate such inspections and shall comply with any relevant administrative procedures related to the contract.

If the Products or work are found unsatisfactory and rejected by the Client during such inspections or tests, the Contractor shall bear all associated costs, including shipping or on-site repair if applicable. Approval or inspection by the Client does not exempt the Contractor from any warranties or liabilities under the contract or applicable law.

8. REJECTION

If the Products or work supplied by the Contractor fail to comply with the specifications or requirements stated in the Order, the Client has the right to reject them. Acceptance of delivery or payment does not constitute approval of the Products or work. All costs and risks remain the Contractor's responsibility until the Client formally accepts the Products or work.

In the event of rejection, the Contractor must, within a timeframe specified by the Client, either repair the Products or work at no additional cost, replace the Products free of charge, or perform the work in accordance with the contract. If no timeframe is specified, fifteen (15) days is used.

Should the Contractor fail to fulfill these obligations within the specified period or to the Client's satisfaction, the Client may undertake the necessary repairs themselves or engage a third party to do so at the Contractor's expense. The Client is entitled to deduct any resulting costs or damages from payments due or made to the Contractor.

9. INTELLECTUAL PROPERTY RIGHTS

The Contractor warrants that the Products and/or work delivered do not violate any third-party intellectual property rights and agrees to hold the Client harmless against any claims arising from such infringements. The Contractor shall indemnify and compensate the Client for any losses, damages, or costs resulting from alleged or actual violations of intellectual property rights.

Ownership of all Intellectual Property Rights shall reside with the Contractor, except as otherwise specified herein. The Contractor grants the Client, its Customers, Main Customer, and Customer Designee a license to use such intellectual property as detailed below.

The Client shall retain full ownership and rights to all Foreground Data, including any intellectual property, created or developed in connection with the performance of the Purchase Order or Contract. This ownership also applies if the Client has previously paid for related experimental, developmental, research, study, or non-recurring activities under separate agreements.

The Contractor hereby grants the Client, its Customers, Main Customer, and Customer Designee a worldwide, royalty-free, fully paid, non-exclusive, and irrevocable license to use any Foreground Data, including the right to sublicense as necessary for the intended purpose. Similarly, the Contractor grants a worldwide, royalty-free, fully paid, non-exclusive, and irrevocable license to use Background Data to the Client and related parties, with sublicensing rights limited to the extent reasonably required to utilize the Foreground Data.

These licenses are deemed granted upon execution of the Purchase Order or Contract, without the need for a separate licensing agreement.

10. CONFIDENTIALITY

All Confidential Information, including but not limited to information, documents, drawings, know-how, and expertise, disclosed by the Client to the Contractor in any form shall be treated as strictly confidential. The Contractor shall not disclose such information to any third party or use it for any purpose other than fulfilling its contractual obligations.

The Contractor shall not reveal the Confidential Information, directly or indirectly, to any third party without the Client's prior written approval. Furthermore, the Contractor must ensure that its employees adhere to the same confidentiality requirements as set forth herein.

Should it be necessary for the Contractor to share Confidential Information with third parties in connection with performing its contractual duties, the Contractor shall ensure those third parties are bound by equivalent confidentiality obligations.

In the event of a breach of these confidentiality obligations, the Contractor shall be liable to pay the Client a penalty on demand equal to 35% of the total order value, with a minimum amount of €5,000, unless otherwise governed by a separate Non-Disclosure Agreement. This penalty is in addition to any other legal remedies or damages the Client may claim. The Client reserves the right to offset such penalties and damages against any amounts payable to the Contractor.

11. NON-COMPETITION

The Contractor agrees not to submit any quotations or proposals directly to the Client's Customers, particularly when such Customers are identified through information provided by the Client.

12. OWNERSHIP AND HANDLING OF CLIENT'S PROPERTY

All equipment provided by the Client to the Contractor for the purpose of fulfilling contractual obligations, including drawings, models, molds, matrices, and tools, shall remain or become the sole property of the Client under all circumstances. This also applies to any equipment specifically created by the Contractor within the scope of the agreement, regardless of whether the Client was charged for their production.

All such equipment and any copies thereof must be made available to the Client or returned promptly upon the Client's request.

Both the Contractor and the Client shall retain and archive all relevant documents (such as specifications, statements of work, requests for quotations, purchase orders, and related documents) for a minimum period of ten (10) years and provide access upon specific request.

Upon the Client's request, the Contractor shall clearly and permanently mark the equipment as the Client's property. The Contractor must also inform any third party attempting to claim or seize such equipment of the Client's ownership rights.

Notwithstanding the confidentiality provisions, the Contractor shall use the equipment solely for performing its contractual duties and shall not disclose it to third parties without the Client's explicit written consent. The Contractor assumes responsibility for any loss or damage to the equipment and is required to insure the equipment against such risks at its own expense.

13. LIABILITY

The Contractor shall be fully responsible for any direct or indirect damages resulting from any attributable failure, misconduct, or negligence by the Contractor, its employees, or subcontractors. This responsibility also extends to any damages caused by the presence, use, delivery, or removal of property belonging to the Contractor, its personnel, or any third parties engaged by the Contractor in fulfilling the order.

The Contractor agrees to fully indemnify and hold the Client harmless from any third-party claims for damages arising as described above.

14. INSURANCE

The Contractor shall, upon the Client's request, provide evidence that it has secured, at its own cost, sufficient insurance coverage to protect against any losses the Client may incur due to actions or omissions by the Contractor or any third parties engaged by the Contractor.

15. WARRANTY

The Contractor guarantees that all Products and work delivered comply fully with the terms of the agreement and are free from defects in materials, design, and workmanship for a period of 24 months from the date of delivery.

The Contractor is obligated to promptly repair any defects that arise within the warranty period, in coordination with the Client, or alternatively, to replace the faulty Products, work, or components.

All expenses related to the repair, replacement, and restoration of the Products or work to operational condition or, if the Products form part of a larger system, the costs associated with restoring that system, shall be borne entirely by the Contractor.

Should the Contractor fail to meet these obligations within the agreed timeframe, the Client reserves the right to perform or outsource the necessary repairs to fulfill warranty commitments to its customers. All costs incurred by the Client in doing so may be deducted from payments due to the Contractor.

16. APPLICABLE LAW

French law shall govern this agreement.

The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded, as are any other international rules that may be lawfully excluded.

Any disputes arising from this agreement shall fall under the exclusive jurisdiction of the civil courts located in the Client's place of business, unless otherwise mandated by applicable law. However, the Client retains the right to rely on statutory provisions regarding jurisdiction. Both parties may also agree to resolve disputes through alternative methods, such as arbitration or mediation.

17. PAYMENT

Payment shall be made within sixty (60) calendar days from the date a valid digital invoice is received at contact@ascendbeyondspace.com, provided it is accompanied by the required documentation, namely, a Certificate of Conformance for Products or a comprehensive work report for Services. Payment will only be considered due once these conditions are fulfilled.

The Client will endeavor to process payment within the agreed period unless, upon delivery, a discrepancy is identified concerning the quantity or quality of the Products or associated documentation, or if the delivery is rejected in whole or in part.

In cases of advance or milestone-based payments, the Client reserves the right to request an appropriate guarantee of performance. Should the Contractor fail to provide such assurance within the time specified, they will be considered in default. The Client may then terminate the contract and seek recovery for any resulting losses.

The Client retains the right to offset any receivables and payables between the parties at any time.

18. CONTRACTOR'S OBLIGATIONS

If the Contractor collects, processes, or uses Personal Data from the Client during execution of the Work, it shall comply at all times with the EU General Data Protection Regulation (GDPR) and all applicable national data protection laws. Where needed, the Parties will cooperate to define appropriate compliance measures. These obligations must also be passed down to all relevant subcontractors.

As of the Contract's effective date, the Contractor shall have in place all necessary measures to ensure compliance with applicable laws in the jurisdictions where it operates. This includes obligations related to anti-corruption, fair competition, human rights, environmental protection, and data privacy. The Contractor is responsible for ensuring its personnel, suppliers, and subcontractors uphold these standards.

The Contractor must promptly notify the Client of any non-conforming materials or products. Such items may only be used or delivered with prior written approval from the Client. The Contractor shall initiate the approval process without delay.

19. ORGANIZATION OF CONTRACTING WORK

The Contractor must follow all instructions and guidelines issued by the Client. The Client reserves the right to deny access to, or remove, any of the Contractor's personnel from the site due to unsuitability, misconduct, or other justifiable reasons, without compensation. The Contractor and its staff must observe the same work hours, breaks, holidays, and site-specific closures as apply at the location. Delays due to strikes, holidays, or other disruptions at the Client or third parties shall not entitle the Contractor to compensation.

Unless otherwise agreed, the Contractor must appoint a consistent on-site supervisor throughout the project, authorized to handle both technical and organizational matters. This person's identity must be shared with the Client. The Contractor is responsible for supplying and enforcing the use of appropriate personal protective equipment at its own cost. All required insurances, including any deductibles related to CAR policies covering the site, are also the Contractor's responsibility.

The Contractor must provide adequate staffing aligned with the Client's project schedule. Should the schedule change, the Contractor must adapt accordingly. Personnel changes require prior Client approval.

Any changes to products, suppliers, production processes, or facility locations must be reported immediately to the Client. The Contractor must obtain written approval from the Client before implementing such changes or shipping affected goods.

The Client, its customer, and relevant authorities must be granted access to all facilities involved in the order. This includes visibility into relevant quality systems, documentation, and records. The Client also reserves the right to inspect and verify the quality of deliverables and processes. Any change to the Contractor's facility location must be communicated to the Client in advance.

20. INVOICING

The Client will only approve payment once the work or the relevant portion of the work has been completed to the Client's satisfaction. All invoices must comply with applicable tax laws and clearly include the following information:

- The Client's name and address,
- The Contractor's name and address
- The contract or agreement number
- The work site or location where the work has been performed
- The period of execution to which the invoice pertains
- A statement of VAT identification number of the Contractor or Client if the VAT payment has been transferred to the Client.
- The invoiced amounts, split per tax rate if multiple

21. USE OF THIRD PARTIES

The Contractor must not subcontract or transfer any part of the order without prior written consent from the Client. If permission is granted, the Contractor must formalize a written agreement with the third party and ensure the Client's legal position is protected. Subcontracting does not relieve the Contractor of their responsibilities under the agreement. All Client requirements must be passed on to subcontractors, including relevant purchasing conditions and product specifications.

22. MISCELLANEOUS

Force majeure excuses the Contractor from liability for delays or failures caused by uncontrollable events (e.g., natural disasters, strikes, war). If such circumstances persist beyond three months, the Client may terminate the order with written notice. Both parties must comply with all relevant laws and regulations, including export controls and defense-related rules.

23. TERMINATION WITHOUT DEFAULT

The Client or its customer may terminate the contract or order, in whole or part, by written notice. Upon notification, the Contractor must stop related work and services, comply with Client instructions, and minimize costs. The Contractor must submit a termination inventory within 30 days for Client review. Termination charges will be paid to the Contractor according to the agreed schedule, up to the contract limits.



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24. TERMINATION FOR CONTRACTOR DEFAULT

If the Contractor materially breaches the contract and fails to remedy after notice, the Client may terminate all or part of the contract immediately without affecting other rights. Termination may also occur if the Contractor ceases operations, becomes insolvent, or engages in fraud. Upon termination, the Client may take possession of work in progress and require the Contractor to transfer ownership of completed and partially completed goods, along with related documentation. The Contractor must protect such property if requested and will be reimbursed for approved completed goods not previously paid. If the contract is partially terminated, payments for the remaining portion continue as usual.

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Q. Mannes
Chief Executive Officer