

GENERAL PURCHASING AND SERVICE TERMS AND CONDITIONS OF LILIUM GROUP for Non-Flying Material

These General Purchasing and Service Terms and Conditions for Non-Flying Material (these "GPC Terms") apply for the procurement of Non-Flying Material by Liliium eAircraft GmbH and its Group Companies from Supplier.

PREAMBLE

Supplier declares that it has full knowledge of the high level of requirements of Liliium in terms of quality, safety, and traceability for the aerospace industry, and that it has all the technical capability, the know-how and the necessary resources to supply the Goods and/or Services in accordance with such requirements. Supplier has been selected on the basis of these declarations and on the basis of its capability for the supply of the Goods and/or Services, its competitiveness and its willingness to supply the Goods and/or Services in accordance with these GPC Terms.

1. DEFINITIONS

Business Days means days at which the offices of Liliium at the Delivery Location are generally open for business.

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

Delivery means the completed supply of the Goods or the completed performance of the Services.

Delivery Date the date on which the Goods are to be delivered to Liliium, as specified in the Order.

Delivery Location means the point of delivery specified in the Order.

Force Majeure means the occurrence of an event beyond the reasonable control of Liliium or Supplier, including without limitation, an act of God, fire, flood, explosion, earthquake, any act of government, war, insurrection or riot.

Goods means any products, tangible or not (e.g., hardware, software, technology, data, tooling), to be supplied to Liliium by Supplier pursuant to or in connection with the Order.

Group Company, Group Companies means Liliium eAircraft GmbH and its affiliated companies within the meaning of section 15 et seq of the German Stock Corporation Act (*Aktiengesetz*).

IP Rights means any and all intellectual property rights in relation to inventions, patents, utility models, designs, copyrights and associated intellectual property rights, as well as comparable proprietary rights – registered or not – existing anywhere in the world and any know-how.

Laws means laws, regulations, directives, ordinances and/or case law (including the change of interpretation of codified rules).

Liliium means the Group Company listed in an Order as the company placing the Order.

NDA means Non-Disclosure Agreement.

Non-Conformity means any failure to meet a requirement as specified in the Order.

Non-Flying Material means any Goods or Services subject to an Order where such Goods or Services are not destined for installation on Liliium's aircraft, as determined by Liliium in its sole discretion.

Order means the purchase order issued by Liliium to Supplier for Non-Flying Material, setting out Liliium's requirements, including specific reference to these GPC Terms, and any other documents (or parts thereof) specified in that Order.

Parties means Liliium and Supplier as jointly referred to.

Party means Liliium or Supplier as referred to individually.

Price means the price of the Goods and/or Services as specified in the Order.

Services means any services or works (*Dienstleistungen, Werkleistungen*) (e.g., engineering, maintenance, etc.) to be provided to Liliium by Supplier pursuant to or in connection with the Order.

Supplier means the person, company or entity which is the supplier of the Goods or the provider of the Services, as named in the Order.

Work Results means, in Supplier's performance of an Order, all things (i.e., inventions, improvements, ideas, formulae, prototypes, developments, innovations, records, reports, documents, logos, typographical arrangements, devices, processes, discoveries, designs, topographies, and databases, including, but not limited to, know-how, technology, products, source code, executable/object code, copyright works, and any other matters or things) devised, prepared, developed, created or made by Supplier or its subcontractors, whether alone or with others, and whether or not patentable or capable of registration.

2. ESSENTIAL CONDITIONS

2.1 These GPC Terms are incorporated into and made an essential part of every Order. They may only be varied with the prior written consent of Liliium, signed by a duly authorized representative of Liliium.

2.2 The Order will become binding upon the acceptance of the Order by Supplier as specified in section 3.1 or on Delivery of the Goods or the Services, whichever is earlier.

2.3 General terms and conditions of Supplier as well as any provisions in other documents provided by Supplier (such as offers, specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) that are inconsistent with these GPC Terms shall not apply nor form part of the Order. A notice of objection regarding such general terms and conditions of Supplier is herewith given.

2.4 In the event of a conflict between these GPC Terms and anything in the Order, the Order shall prevail.

2.5 Liliium may at any time amend these GPC Terms. Liliium shall notify Supplier in writing of any amendments to these GPC Terms and of the fact that Supplier may object to the amendments within two months from the date of notice. A failure to object within such period shall be deemed as Supplier's

consent to the amendment of these GPC Terms.

2.6 All communications and documentation related to an Order and these GPC Terms shall be in English.

3. ORDER; ORDER CONFIRMATION; CONTACTS

3.1 Within fourteen (14) calendar days of a submitted Order, Supplier undertakes to notify Liliium of acceptance or refusal of the said Order by email or in written form. Liliium may withdraw any Order prior to its acceptance by Supplier without any liability whatsoever.

3.2 If Supplier expressly refuses the Order, it shall be deemed withdrawn and the Parties may negotiate new terms. Supplier shall appoint a single point of contact as well as a functional team to support the performance under the Order.

3.3 The contacts or their representatives shall be available on Business Days between 08:00 and 18:00 CET or the time zone at the place of delivery. The contact persons of Supplier and Liliium shall be designated in the Order.

4. DELIVERY; DEADLINES; TITLE AND RISK; FORCE MAJEURE

4.1 The Goods and/or Services shall be delivered to the place named on the Order and in accordance with the Order ("Delivery Location").

4.1.1 Delivery of the Goods shall be completed when the Goods have been unloaded at the point of delivery specified in the Order and delivery has been accepted by Liliium or its authorized representative.

4.1.2 Delivery of the Services shall be completed when the Services have been performed in accordance with the Order and received by Liliium or its authorized representative (acceptance as per section 10.3).

4.2 The Goods or the Services shall be delivered on or before the date written in the Order ("Delivery Date"). The time of Delivery is of the essence for the purposes of the Order.

4.3 If Goods or Services are delivered more than ten (10) calendar days earlier than the Delivery Date, Liliium may, at its sole discretion, refuse to accept Delivery or charge for insurance and storage of the Goods until the Delivery Date.

4.4 The place of performance and fulfillment shall be the registered office of Liliium, or such other place as specified in the Order as Delivery Location. The Delivery of Goods shall be made DAP (Delivered At Place, ICC Incoterms 2020) at the Delivery Location. Supplier must not use national postal services, but only courier/shipping service providers which operate internationally. Additional costs and fees due to non-compliance with this requirement shall be borne by Supplier.

4.5 If Supplier cannot adhere to agreed dates or deadlines, it shall notify Liliium without undue delay by email, stating the reasons for the Delay. Changes to agreed dates and deadlines require Liliium's prior written consent.

4.6 Transfer of title in the Goods shall pass to Liliium upon Delivery and transfer of risk according to the INCOTERM specified in section 4.4 above. Any right of Supplier for retention or reservation of title is waived.

4.7 Neither Party shall 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 shall mitigate the effects of the default caused by Force Majeure. The affected Party shall immediately inform the other Party if the Force Majeure will cause or is likely to cause a delay in the affected Party's performance under the Order and shall provide reasonable evidence of the Force Majeure. Immediately after the Force Majeure has ceased, the affected Party shall resume the performance of its obligations.

5. LABELLING AND PACKAGING OF GOODS

5.1 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 and Supplier's 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.

5.2 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.

5.3 As may be provided by Liliium from time to time, Supplier shall follow Liliium's instructions with regard to inclusion of machine-readable part and packaging markings for all Goods delivered.

6. CHANGE TO THE ORDER; WAIVER

6.1 Any change to the Goods or the Services requires Liliium's prior written consent via change note to the Order.

6.2 Liliium may change the Order by notice to Supplier, provided that any change to the Goods and Services shall be reasonable and implementable for Supplier. Any resulting impact on the Price or the Delivery Date shall be evidenced and agreed between the Parties in writing.

6.3 Liliium may issue waivers ("Waiver") that allow Supplier to deliver the Goods or the Services under certain conditions which have not been agreed in the Order. Such other conditions only apply to parts, quantities or requirements as specified in the Waiver. Liliium is not obliged to accept partial Deliveries.

7. REPRESENTATIONS AND WARRANTIES

7.1 Supplier warrants and represents that the Goods or the Services, as applicable:

- conform in all respects with all particulars or specifications set forth in the Order, including any variations, and with the requirements of applicable Laws;

- are of satisfactory quality and free from defects in materials, design and workmanship, and fit and sufficient for the purpose for which such Goods or such Services are ordinarily used and for any particular purpose, functions, uses, as intended by Liliium and made known to Supplier;

- are free and clear of all liens and encumbrances; and
- do not infringe any Intellectual Property of any third party.

7.2 These warranties shall remain valid for a period of thirty-six (36) months from the date of Delivery.

7.3 Liliium shall notify Supplier of any defects within eight (8) Business Days from discovery by Liliium.

7.4 If the Goods do not match the performance and quality requirements specified in the Order or are otherwise defective, Supplier shall promptly repair or replace (at Liliium's sole discretion) the respective Goods at its own costs, but no later than five (5) Business Days upon receipt of the notification of defect.

7.5 If the Services do not comply with the performance and quality requirements specified in the Order, Liliium may claim, at its sole discretion, all rights it may have under statutory law.

7.6 The warranties of this section 7 apply without prejudice to or exclusion of other warranties pursuant to statutory law. In case of imminent danger or risk of exceptional damage Liliium is entitled, after giving notice to Supplier, to remedy, or have remedied, the defects or non-compliance at Supplier's cost.

8. PRICE; PAYMENT TERMS

8.1 Supplier shall not increase the Price unless it is validly accepted by Liliium and agreed in writing before the execution of the Order.

8.2 The Price shall be inclusive of all packaging, delivery and insurance costs, and any applicable sales taxes, duties or levies but exclusive of VAT.

8.3 Liliium shall pay valid invoices within thirty (30) calendar days after its physical or electronic receipt by Liliium and after completion of Delivery and acceptance of all Goods or all Services, whichever is later.

8.4 A valid invoice is one that:

- is delivered in time and in accordance with the Order;
- is for the correct sum;
- quotes the relevant Order;
- has been delivered to the Delivery Location;
- complies with the applicable statutory provisions; and
- for Services that are priced based on time spent, includes a detailed, true and correct time report of Supplier.

8.5 Payment by Liliium does not constitute an acknowledgement that the Goods or the Services were provided in accordance with these GPC Terms or the respective Order.

9. NOTICE OF SHIPMENT

On dispatch of any Goods, Supplier shall send to Liliium, at the address for Delivery of the Goods, an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.

10. INSPECTION, REJECTION, ACCEPTANCE

10.1 Liliium shall inspect the Goods after Delivery in due course. Obvious defects shall be notified by Liliium to Supplier within two (2) Business Days.

10.2 Liliium may reject any Goods or Services that are not in accordance with the Order if such Non-Conformity is evident at the time of Delivery.

10.3 In case statutory law requires a Service to be formally accepted by Liliium, Supplier shall inform Liliium without undue delay about the completed Delivery of such Service, after which Liliium shall perform, within a reasonable period of time, the acceptance procedures in compliance with the criteria as agreed between the Parties.

11. QUALITY: DOCUMENTATION AND SYSTEMS

11.1 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.

11.2 Suppliers with a production organization approval ("POA") shall enclose an EASA Form 1 or FAA 8130-3 certificate of release or equivalent. In case of Suppliers without a POA, the Goods shall be accompanied by a CoC.

11.3 Upon Liliium's request, Supplier shall deliver an inspection report with defined key measures linked to the delivered Goods, in addition to a CoC.

11.4 Non-conforming and scrap Goods shall be explicitly marked and separated from the regular Goods. Delivery of non-conforming Goods may only be made upon agreement by Liliium.

11.5 Supplier shall demonstrate and maintain a fully functional quality management system in place that is in line with Liliium's Supplier Quality Management System Handbook that is available on the following Liliium webpage: <https://lilium.com/suppliers>, 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, practices of the relevant supervisory authorities, general industry practices, or technical requirements.

11.6 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 Liliium is required.

11.7 Supplier shall report all quality escapes to Liliium within twenty-four (24) hours. Supplier shall reply to any Non-conformity reports issued by Liliium within two (2) Business Days.

11.8 In case of a Non-Conformity or quality escape as referenced in 14.2 and 11.7, Supplier shall:

- implement immediate containment action within two (2) Business Days;
- complete permanent corrective action within five (5) Business Days;

- submit to Liliium, in a Liliium specified format, a corrective action report containing evidence of effectiveness within fifteen (15) Business Days; and

- Supplier shall notify Liliium in writing should there be any deviation in the time allotted.

12. INTELLECTUAL PROPERTY

12.1 Ownership of Work Results, and any related IP Rights, arising from Supplier's performance of the Order shall be transferred to Liliium. Supplier hereby irrevocably and perpetually assigns to Liliium, without reservation, all worldwide rights, title and interest Supplier may have in the Work Results, and any related IP Rights. If and to the extent that such transfer is not possible (e.g., in case of copyright protected Work Results), Supplier hereby grants Liliium an exclusive (and if the granting of an exclusive license is not possible, a non-exclusive), irrevocable, royalty-free, sublicensable, transferrable, unrestricted in terms of time, place and subject matter, right of use and exploitation in such Work Results and related IP Rights. Supplier shall not transfer, or use in any form, the Work Results and related IP Rights for, or in, other projects without Liliium's prior written consent. Supplier agrees to deliver and/or execute any documents and take any actions reasonably requested by Liliium to enable Liliium to secure, register and enforce any Work Results and related IP Rights.

12.2 Supplier undertakes to document any Work Results and related IP Rights created and transfer such documentation to Liliium. The documentation shall be provided in a manner to enable Liliium to use and exploit the Goods, Services, or Work Results.

12.3 Except to the extent that any Goods or Services are supplied in accordance with designs provided by Liliium, Supplier represents and warrants that none of the Goods or Services will infringe any IP Rights of any third party. Supplier shall defend, indemnify and hold harmless Liliium against all actions, suits, claims, demands, losses, charges, costs and expenses (including reasonable legal expenses and disbursements) which Liliium may suffer or incur as a result of or in connection with any breach of this section 12.3. Supplier shall take all reasonable measures to verify (e.g., by freedom-to-operate assessments) that Supplier's Goods and Services do not violate any third-party IP Rights, and that Supplier's Goods and Services are free and clear of all liens, charges, mortgages, encumbrances, or any other rights of others of any kind whatsoever. Upon Liliium's request, Supplier shall provide Liliium with evidence of Supplier's compliance with the preceding obligation.

12.4 With regard to Supplier's IP Rights that (i) are reflected and contained in Goods or Services, or which are required for Liliium to use and to further develop such Goods or Services, and (ii) are not considered a Work Result in connection with the Order (i.e., background IP Rights), Supplier hereby grants to Liliium a non-exclusive, irrevocable, royalty free, sublicensable, transferrable, unrestricted in terms of time, place and subject matter, right of use and exploitation.

13. HEALTH AND SAFETY

Supplier represents and undertakes to Liliium that:

- 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;

- To make available to Liliium adequate information about the use for which the Goods have been designed and tested, and about any conditions necessary to ensure that the Goods' use will be safe and without risk to health;

- Supplier shall be responsible for ensuring that the Goods comply with EU Regulation (EC) No. 1907/2006 (REACH) and EU Directive 2011/65/EU (RoHS2) or any related successive legislation; and

- Where applicable, the Goods comply with EU Directive 42/2006/EC (Machinery Directive), and Supplier will issue to Liliium an EC Declaration of Conformity or EC Declaration of Incorporation and permanently mark the Goods with "CE" marking.

14. CONTRACTUAL PENALTIES, CANCELLATION

14.1 In case of a Delay in Delivery, Liliium is entitled to contractual penalties of 0.3% of the Price of the affected Good or Service per each commenced Business Day of Delay, but not exceeding a total of five percent (5%) of the total value of the Order. If Supplier fails to deliver by more than fifteen (15) Business Days after the Delivery Date, Liliium may cancel all or part of the relevant Order without any liability to Supplier and without prejudice to Liliium's other rights and remedies. In particular, Liliium may purchase substitute goods or services and hold Supplier accountable for any and all loss and/or additional costs incurred as a result of the failure to deliver on time.

14.2 In the event of a Non-Conformity, Liliium may charge a contractual penalty of EUR 200.00 per Non-Conformity.

14.3 Liliium shall expressly claim a contractual penalty from Supplier at the latest when paying Supplier's (final) invoice. Liliium may either invoice the contractual penalty or credit the contractual penalty against its payment obligations.

14.4 Liliium's rights under this section 14 are without prejudice to any other rights or remedies of Liliium.

15. LIABILITY AND INSURANCE

15.1 Supplier shall indemnify and keep indemnified Liliium against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which Liliium may suffer or incur as a result of, or in connection with, any culpable breach of these GPC Terms or any further obligations set forth in the Order by Supplier or any of its agents.

15.2 Supplier shall take adequate measures to prevent a cyber-attack (cyber virus transferred to Liliium via electronic connections or in the Goods delivered to Liliium) which might affect Liliium's products or Liliium's business.

15.3 Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are usual for Orders of this nature, covering all the matters which are the subject of indemnities and liabilities under these GPC Terms (including, but not limited to, product liability insurance), and with adequate coverage amount.

15.4 Supplier shall, at the request of Liliium, produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.

15.5 Supplier shall be liable under the provisions of the Order whether or not it complies with the insurance provisions in this section 15.

15.6 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, for fraudulent misrepresentation, or under applicable product liability Laws.

16. CONFIDENTIALITY

16.1 The Order shall be treated as confidential. 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 or the Services under the Order.

16.2 Supplier undertakes to also oblige his suppliers to maintain confidentiality with confidentiality obligations at least equal to those set forth in this section 16.

16.3 The terms and conditions of the Non-Disclosure Agreement ("NDA") signed between Supplier and Liliium are hereby incorporated in and shall form an integral part of the Order and these GPC Terms.

16.4 The term of the NDA shall be extended for a further period of five (5) years following the issuance of an Order.

16.5 Supplier shall not refer to Liliium or the Order in any advertisement without Liliium's prior written consent.

17. EXPORT CONTROL, FOREIGN TRADE, AND CUSTOMS REGULATIONS

17.1 Supplier shall comply with all applicable export control, economic embargo and sanctions, customs, and foreign trade laws and regulations (collectively, "Foreign Trade Regulations"), including all requirements to obtain any and all licenses, approvals, and agreements to ensure delivery of all Goods or all Services in compliance with Foreign Trade Regulations.

17.2 Supplier shall provide Liliium information reasonably required to ensure Liliium's compliance with Foreign Trade Regulations.

In this regard, Supplier shall, promptly upon receipt of an Order and subsequently in case of any changes in the Goods, the Services, or in Foreign Trade Regulations, identify any part of the Goods or of the Services that is subject to Foreign Trade Regulations, and accordingly fill in and sign the "Lilium Export Control Form - Supplier" available on the following Liliium webpage: <https://lilium.com/suppliers>, as it may be amended from time to time.

17.3 Where Supplier is based within the European Union, it shall provide Liliium with confirmation that Goods purchased from outside of the European Union have been imported duty and tax paid and that it is supplying the Goods without any duties whatsoever in addition to the sales price.

18. DATA EXCHANGE

18.1 Liliium and Supplier may exchange information including, but not limited to, quality, advance shipping notices, Delivery, Order, and pricing data electronically.

18.2 Each Party shall comply with the data protection obligations under the regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") and any other applicable data protection laws. If personal data will be processed by Supplier for the provision of Services on Liliium's behalf, Art. 28 (3) of the GDPR is included to these GPC Terms. Liliium may, at any time, require Supplier to enter into a separate data protection agreement, including technical and organizational measures and a contractual personal data transfer mechanism, if applicable, ensuring compliance with all data protection requirements.

18.3 Supplier shall not transfer Liliium's personal data from individuals located in the European Union ("EU") to outside the EU without Liliium's prior written consent and having the applicable transfer mechanism as required by the GDPR. This includes providing access to or viewing of Liliium's personal data to any entity or person (including employees, contractors, affiliates, subsidiaries, or external personnel) of Supplier outside the EU.

18.4 In the event of a breach of the GDPR regulations by Supplier, Supplier shall indemnify and keep indemnified Liliium, its representatives, employees and agents against any losses, damages, expenses, costs, actions, claims, suits, litigation, causes of action, demands and liabilities which may be made against Liliium by any third party for any breach of Supplier's obligations pursuant to section 18.2 above.

19. TERMINATION FOR GOOD CAUSE

19.1 Liliium and Supplier may terminate the Order in whole or in part for good cause with immediate effect by providing written notice to the other Party.

19.2 Without prejudice to applicable Laws, Liliium may terminate for good cause if at any time:

- Supplier fails to deliver in time any Goods or any Services, or any installment thereof after receipt of a default notice from Liliium and expiry of a reasonable cure period;

- Supplier is in material breach or default with respect to these GPC Terms or any Order and such breach or default is not cured within seven (7) calendar days upon receipt of a default notice from Liliium;

- Supplier subcontracts to third parties without the prior written consent of Liliium;

- Supplier passes a resolution that it be wound-up or that an application be made for an administration order or Supplier applies to enter into a voluntary arrangement with its creditors;

- Supplier is unable to pay its debts;

- There is a change of control in Supplier (a change of control shall be deemed to have occurred if a third party, or several third parties acting jointly and/or in concert, acquire, by whatever means, at least 25.01% of the voting rights or shares of Supplier); or

- In case of Force Majeure.

19.3 If Liliium terminates the Order for good cause, Liliium's sole obligation and Supplier's sole remedy will be the payment for the Goods or Services received and accepted by Liliium prior to the termination.

20. ORDINARY TERMINATION

In the event of interruption, cessation or reduction of Liliium's development and/or manufacturing, Liliium may terminate the Order (in whole or in part) by giving sixty (60) calendar days' prior written notice of termination to Supplier. Upon receipt of such notice, Supplier must immediately stop all work related to the terminated Order.

As a result of such termination Liliium shall only pay Supplier for:

- already delivered and accepted Goods or Services, and

- all reasonable and demonstrable costs incurred as termination liabilities towards its subcontractors or suppliers, provided Supplier proves to have taken all reasonable endeavors to mitigate such cost.

Supplier shall not be entitled to claim from Liliium any amount higher than the total Price for the terminated Orders, less any payment already made by Liliium with regard to such Orders.

21. ASSIGNMENT AND SUB-CONTRACTING

21.1 Supplier shall not without the prior written consent of Liliium assign or transfer the benefit or burden of the Order.

21.2 Supplier shall not sub-contract third parties without the prior written consent of Liliium. No sub-contracting by Supplier shall in any way relieve Supplier of any of its responsibilities under the Order.

22. NOTICES

Any notices, including, but not limited to, notifications, written consents and authorizations, to be given under the Order shall be delivered personally or sent by post, courier or email to the head of procurement (in the case of Liliium) or to the address set out in the Order (in the case of Supplier).

23. THIRD PARTY RIGHTS

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. SEVERABILITY

If any provision of these GPC Terms or the Order is found to be legally invalid or unenforceable, this will not affect the validity or enforceability of any other provision of these GPC Terms or the Order. In such case, the Parties shall replace the invalid provisions 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.

25. NO WAIVER

No delay or omission by Liliium 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.

26. LAW AND JURISDICTION

The Order and these 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 exclusive place of jurisdiction shall be Munich, Germany.

27. SPARE PARTS AND OBSOLESCENCE

Supplier shall supply spare parts under reasonable conditions throughout the period of the usual technical lifetime of the Goods. If Supplier discontinues the Delivery of the Goods, Supplier shall provide the opportunity for a last Order under reasonable conditions with Prices not exceeding those agreed in the respective latest Orders.

28. CORPORATE RESPONSIBILITY AND SUSTAINABILITY; SUPPLIER CODE OF CONDUCT

28.1 Supplier is obliged to comply with the Laws of the applicable legal system(s). In particular, 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 labor. Supplier will take responsibility for the health and safety of its employees and will act in accordance with the applicable environmental laws. Supplier further commits to provide required carbon emissions data to Liliium to enable Liliium's compliance with the EU Carbon Border Adjustment Mechanism regulation.

28.2 Supplier shall adhere to Liliium's Code of Conduct for Suppliers available at lilium.com/suppliers.