

**GENERAL PURCHASING CONDITIONS
INTELLECTUAL SERVICES
SAFRAN GROUP COMPANIES IN THE UK**

SAFRAN GROUP
GENERAL PURCHASING CONDITIONS

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THESE GENERAL PURCHASING CONDITIONS SET OUT THE TERMS AND CONDITIONS ON AND SUBJECT TO WHICH SAFRAN GROUP COMPANIES IN THE UNITED KINGDOM PURCHASE INTELLECTUAL SERVICES.

1. DEFINITIONS

Acceptance Report: Document issued by the Purchaser, signed by both Parties, confirming the acceptance of the Service by the Purchaser.

Background IPR: the Intellectual Property Right owned by or licensed to a Party prior to the date of the Order which is used in creating and delivering any and all elements of the Services.

Consultation: The consultation and negotiation phase preceding the possible placing of an Order with the Service Provider.

Declaration of Conformity: Document given by the Service Provider warranting that the Services comply with the Specifications, the Contractual Documents and with all applicable standards and other regulations in force.

Deliverables: The media, regardless of the form concerned (paper, electronic or other) which must be delivered by the Service Provider to the Purchaser pursuant to the Services ordered from the Service Provider. The Deliverables include, but are not limited to, calculation notes, documents, files, studies, reports, Software source codes, data, etc.

Entrusted Property: Property of any kind or nature entrusted (or bailed) by the Purchaser to the Service Provider and placed under the control and responsibility of the Service Provider, including any property procured, or manufactured by the Service Provider, on behalf of the Purchaser, being used to perform the Order such as specific tooling.

Final Client: The Final Client may be (i) the client of the Purchaser, (ii) the ultimate purchaser of engines or equipment and/or of services incorporating the Service, and/or (iii) the company maintaining the engine or equipment.

Foreground IPR: any and all Intellectual Property Right which arises or is developed by the Service Provider or by any permitted subcontractor of it on its behalf in the course of or in connection with the creation or delivery of any and all elements of the Services.

General Purchasing Conditions or GPC IS: These general purchasing conditions for "Intellectual Services".

Intellectual Property Rights or IPR: any and all intellectual property rights including without limitation patents, trademarks, design rights, copyright, rights in databases, domain names, Inventions, topography rights, petty patents, supplementary protection certificates, utility models, plant visiting rights, rights in interpretation, Knowhow and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world, now or in the future) together with any and all goodwill relating or attached thereto and all extensions and renewals thereof.

Know-how : each and every element of knowledge, experience or skill (whether patentable or not written or unwritten) the Purchaser or the Service Provider has acquired or developed and continues to acquire or develop in relation to the design, development, manufacturing, conception, specification, function, sale and application of any item comprised in the Services and retained by it as information confidential to it and which has a commercial value which, if exploited by others, would be detrimental to the Purchaser or the Service Provider (as the case may be) and cause it loss, such knowledge comprising (by way of description and not limitation) technical data, manufacturing data, experimentation and test data, formulae, algorithms, standards, analytical

and quality control data, technical information and drawings, specifications, processes (including manufacturing processes, methods, specifications and techniques), methods, code books, raw materials, as well as information, knowledge, assistance, trade practices and secrets and improvements thereto and whether or not divulged, disclosed or in any way communicated to the other in or in connection with any of the Contractual Documents.

Official Authorities: Any national or international organization with the authority (including by delegation from a public authority) to monitor the performance of the Service ordered, including but not limited to organizations that certify or approve intellectual services, or organizations that audit businesses.

Order: A document, regardless of its form, issued by the Purchaser and sent to the Service Provider, setting out details of the Services it wishes to purchase from the Service Provider including without limitation the designation of the Service ordered, where applicable the Deliverables expected, the deadlines, the price, as well as the reference to these GPC IS.

Party(ies): singularly the Purchaser or the Service Provider and collectively both the Purchaser and the Service Provider.

Purchaser: SAFRAN Group Company issuing the Order.

Results: Refers to all elements of any nature whatsoever, regardless of their medium or form, including processes, data, moulds, tooling, equipment, software, sets of documents, plans, technical sheets, data, drawings, models, prototypes, sets of trials, or any other element, regardless of whether or not it gives rise to intellectual and/or industrial property rights, and which is produced or developed for the Purchaser on the basis of the plans and/or diagrams and/or any other specifications of the Purchaser in the course of the performance of the Order. For the avoidance of doubt, any and all Results are part of the Service.

SAFRAN Group Company(ies): SAFRAN and/or any legal entity in which SAFRAN directly or indirectly owns equal or more than fifty percent (40 %) of the capital stock.

Service(s): Any intellectual service performed by the Service Provider for or on behalf of the Purchaser further to an Order placed by the latter, whose content is described in the Order pertaining to it, such as, but not limited to, studies, training, IT development, the provision of advice. The Services may give rise to Results materialized in the form of Deliverables.

Service Provider: Natural person or legal entity to whom or to which the Order is sent.

Specifications: Any document issued and provided by the Purchaser to the Service Provider, setting out the Purchaser's specific requirements that the Service Provider or the Service must comply with, the Purchaser's needs and the performance conditions of the Service, including but not limited to the statement of work description, applicable standards and quality requirements.

2. CONTRACTUAL DOCUMENTS

2.1. These General Purchasing Conditions set forth the contractual relationship between the Service Provider and the Purchaser within the framework of the Orders. These General Purchasing Conditions may be completed, clarified, or amended by special terms and conditions within the framework of a document negotiated and signed by the Service Provider and the Purchaser. These General Purchasing Conditions may also be supplemented by the issuance of additional Specifications sent, or agreed to in writing, by the Purchaser.

2.2. The relationship between the Purchaser and the Service Provider related to the Services is governed by the following contractual documents (collectively, the "Contractual Documents"), listed in order of decreasing priority:

- (i) The Order;
- (ii) The Specifications.
- (iii) If applicable, the contract or the special terms and conditions of purchase;
- (iv) This GPC IS.

In the event of contradiction between any two documents listed above, the document listed higher shall prevail.

The Services shall be performed in accordance with the Specifications provided in the Order or in the amendment signed by both Parties.

Any other provision shall not apply to the Orders unless such provision has been previously accepted in writing by both Parties.

2.3. Should one of the contractual documents state that any element or all of the Services relates to public procurement contracts for a governmental or quasi-governmental entity, the Service Provider, as a subcontractor to such contract, shall comply with the applicable provisions of such public contracts and shall pass any relevant obligations on any of its permitted subcontractors.

In the event that any element or all of the Services relate to foreign public organization procurement contracts, the Service Provider agrees also to abide by the applicable rules and regulations of that foreign jurisdiction.

2.4. The Order shall be deemed to have been fully accepted by the Service Provider upon the earlier of the following two events:

- a) Receipt by the Purchaser of acknowledgement of receipt of the Order signed by the Service Provider, without modifications, within fifteen (15) calendar days starting from the date on which the Order was issued;
- b) The commencement of the performance of the Order by the Service Provider.

Upon acceptance of the Order, the Service Provider accepts the Contractual Documents without any reservation. The Contractual Documents constitute the entire agreement between the Parties.

Any other conditions that would complete or modify the Contractual Documents shall not be enforceable against the Parties without their prior express agreement in writing.

3. MODIFICATIONS

3.1. The Purchaser, at any time and in its sole and absolute discretion, may modify the Specifications.

3.2. As soon as possible after receiving a modification, the Service Provider shall provide the Purchaser with a detailed assessment of the modification proposal and its impact on prices, deadlines, quality... After agreement between the Parties on the conditions of the modifications,

the Purchaser shall issue an amended Order, which shall set forth the conditions for the performance of future Service.

3.3. If the Purchaser does not accept such assessment and the Parties are unable to reach agreement on the Purchaser's required modification, the Purchaser shall be entitled without incurring any liability to terminate the related Order.

4. ORDERING PROCEDURE

4.1. The Service Provider undertakes to perform the Order in accordance with the provisions of the Contractual Documents, industry best practices and methods, state of the art rules, and any and all national and international regulations and standards as they apply to the subject matter of Orders and are from time to time in force.

The Service Provider shall comply in all respects with the timeframes set in the Contractual Documents and in accordance with any other modalities provided for in the latter.

The Deliverables handed to the Purchaser must be drafted by the Service Provider in a legible and comprehensible manner to enable them to be used by the Purchaser. Where applicable, if the Contractual Documents or regulations provide for this, the Service Provider will hand a Declaration of Conformity to the Purchaser at the same time as the Deliverables.

4.2. The Service Provider is solely and fully responsible for determining the resources required to perform the Order. The Service Provider shall verify that it has all necessary rights, elements and information to perform the Order in accordance with the Contractual Documents, and shall obtain, before its implementation, if necessary any missing element and information. Moreover, the Service Provider shall promptly inform the Purchaser of any existing or future difficulties or anomalies during the implementation of the Order.

4.3. The Service Provider has an obligation to inform and provide advice to the Purchaser with any type of information relevant to the Purchaser regarding the Service and/or Order. In this respect, it undertakes in particular to:

- a) Contribute to analysis of the Purchaser's requirements and specificities, requesting from it if need be any information and/or documents necessary for perfect understanding of the Purchaser's requirements in respect of the Order;
- b) Warn the Purchaser without delay, in writing, of the consequences of any new request or choice made by the Purchaser, in particular with regard to the technical conditions and financial terms pertaining to the performance of the Services;
- c) Inform the Purchaser as soon as possible, and confirm its observations in writing, of any defects, errors or omissions that it may have noted in information or documents that had been provided to it by the Purchaser;
- d) Cooperate with all the requisite diligence in any audits initiated by the Purchaser;
- e) Provide the Purchaser with any information or documents that could be of utility to it in the context of the Service.

In addition, the Service Provider shall inform the Purchaser without delay and in writing of any situation that might jeopardise the proper performance of the Order on time or at all. Without prejudice to the foregoing, the Service Provider shall inform the Purchaser if it has reasonable grounds to consider that it may be or become unable to pay its debts at any time up to and including delivery of the Service to the Purchaser within the meaning of Section 123 of the Insolvency Act 1986.

If, in order to perform the Order, the Service Provider is obliged to obtain the consent of any third party or authorisation from any Official Authority, the Service Provider, before the completion of the Order, shall ensure that all the necessary consents and authorisations have been obtained so that the Purchaser is free from any actions or proceedings in this respect. 3.4 Upon reasonable prior notice, throughout the provision or execution of Services, the Service Provider undertakes to (i) grant to the Purchaser and the representatives of any relevant Official Authorities and the representatives of any Final Client free access, during business hours, to any and all premises at

which the Order is being performed and (ii) to any document relating to the Deliverables or Services for the monitoring purpose. The Service Provider shall obtain the same right from any of its subcontractors.

This inspection by the Purchaser will in no way lessen the Service Provider's liability, and will in no way limit the Purchaser's right to refuse to accept the Services.

The Service Provider's quality system shall meet the quality requirements applicable to the Purchaser's suppliers, as set forth in the procedures or any other documents released to the Service Provider by the Purchaser.

The Service Provider warrants that any Deliverables it has designed and all of the Services which the Service Provider provides, comply with all codes, regulations, procedures, and other applicable rules or laws issued by any applicable Official Authority.

The Service Provider shall establish a system of document management and secure archiving to ensure the traceability of all Deliverables. The Service Provider agrees to make any and all modifications necessary to ensure that such a system complies with the Purchaser's, or the Final Client's, requirements.

4.4. The Service Provider and the Purchaser may exchange electronic data for the performance of the Order; the applicable conditions to these exchanges are provided in Appendix 2.

4.5. For Orders for Services whose performance is staggered over time, the Service Provider undertakes to keep the Purchaser regularly informed of the progress of the Order. The Order may specify the conditions relating to the provision of such information.

4.6. Unless otherwise provided for in the Order, the Services will be produced in the Service Provider's premises and/or those of its subcontractors that have been authorised by the Purchaser in accordance with the provisions of Article 21.2 of the GPC IS. Any work carried out in performance of the Order that takes place outside the United Kingdom must be authorised in advance by the Purchaser in writing. This consent may be revoked at any time during the course of performance of the Services by means of a decision duly justified by the Purchaser. In this case, the Service Provider must provide an alternative solution that it can set in place to guarantee continuity of the Services.

If necessary, certain Services may be performed at one of the Purchaser's sites. In this case, the Service Provider undertakes to comply with the provisions of Article 16 of these GPC IS.

4.7. Subject to providing one (1) week's advance notice, the Purchaser reserves the right to carry out inspections at the Service Provider's premises or at the premises of those of its subcontractors that have been authorised by the Purchaser in accordance with the provisions of Article 21.2 of the GPC IS, in order to monitor the performance of the Services, with the exception of audits relating to compliance with obligations concerning safety and confidentiality, which may take place without prior notice. The Purchaser undertakes to comply with the safety instructions in force within the Service Provider's premises, which the latter will communicate to it after having been notified of the said inspection by the Purchaser. This inspection by the Purchaser will in no way lessen the Service Provider's liability, and will in no way limit the Purchaser's right to refuse to accept the Services.

4.8. The particularities relating to State contracts are detailed in Appendix 4.

5. QUALITY REQUIREMENTS

5.1. The Quality requirements of the standard ISO 9001, in the version in force at the Order issue date, are applicable to all Services produced for the Purchaser.

5.2. The AS/EN/JPIS 9100 Quality requirements in the version in force at the Order issue date are applicable to all Services ordered for an aeronautical application or use by the Purchaser or a Final Client.

5.3. The Service Provider's quality system must meet the quality requirements applicable to the Purchaser's suppliers, as defined in the documents provided to the Service Provider.

5.4. At the time of Consultation, the Service Provider must define in writing the measures that it will be implementing to meet the requirements of the documents listed above, either via its quality manual, or by drawing up a generic quality plan covering all the activities to be carried out for the Purchaser. This quality manual or generic quality plan must be accepted by the quality correspondent designated by the Purchaser before the Order is placed. Acceptance of the quality manual or generic quality plan will in no way limit the Service Provider's liability.

5.5. The Service Provider will demonstrate that its quality management system conforms to the requirements of this document before the Order is placed.

5.6. If there are specific additional quality requirements relating to any Deliverable or Service issued by the Purchaser, the Service Provider must schedule and develop the processes necessary to perform the Service and draw up a specific quality plan, applicable solely to this Service. This plan will be added to the generic provisions of the quality manual or generic quality plan referred to above. This specific quality plan must be accepted by the quality correspondent designated by the Purchaser before the Order is placed. This acceptance will in no way limit the Service Provider's liability.

6. DEADLINES

6.1. Time is of the essence with respect to the provisions of the Contractual Documents and performance of the Services. The deadlines agreed between the Parties constitute an essential condition without which the Purchaser would not have contracted.

6.2. The Service Provider shall promptly inform in writing the Purchaser of any anticipated delay in meeting any contractual deadlines in writing. Such writing must also include any and all measures taken to remedy such delay. Except for Force Majeure Events (as defined in clause 20 below), the Service Provider shall bear any additional expenses incurred or to be incurred by it in performing such remedial measures.

6.3. In the event of failure to meet contractual deadlines, the Purchaser shall in its sole and absolute discretion :

- a) to apply, unless otherwise agreed by the Parties in a signed document, automatically, and without prior notice, a fee equivalent to 0.5% of the pre-tax price of the relevant Order per calendar day of delay, these fees being capped at 15% of the pre-tax amount of the Order and/or
- b) to terminate the Order under the terms and conditions referred to in clause 24 below, without any indemnity being due to the Service Provider.

Should the loss suffered by the Purchaser exceed the amount of the fees defined above, the Purchaser shall be entitled to claim for and will be justified to obtain the full compensation for the damages, losses, claims, expenses and costs incurred or suffered by the Purchaser as a result of said breach, delay in delivery or non-conformity, after deduction of the amount of the fees already paid by the Service Provider with regard to the breach having caused such loss or damage.

The right for the Purchaser to claim compensation and other damages is in addition to and without prejudice to any rights the Purchaser may have at law and/or under the Contractual Documents. Notwithstanding anything to the contrary, and without prejudice to any other right or remedy it has or may have, the Purchaser may, with ten (10) calendar days' prior notice to the Service Provider, set off or recoup any liability it owes to the Service Provider against any liability for which the Purchaser determines in good faith the Service Provider is liable to the Purchaser, whether either liability is matured or unmatured, is liquidated or unliquidated.

7. ACCEPTANCE OF THE SERVICES

7.1. On the date provided for in the Order, the Service Provider undertakes to have performed the Services, and in particular undertakes, if the Order has provided for Deliverables, to have delivered the Deliverable(s) to the Purchaser for its acceptance. The process of acceptance by the Purchaser will take place as (i) the Services are performed (or the Deliverable(s) is/are delivered) and these are considered as being complete and usable by the Purchaser, and (ii) the supply by the Service Provider of objective proof of their conformity with the Order. Acceptance will be evidenced by the issuing of an Acceptance Report.

7.2. The Service Provider agrees that the Purchaser shall not be deemed to have accepted a Service or Deliverable other than in accordance with strict compliance with this clause 6. Unless otherwise agreed between the Parties, the acceptance or the verification of the conformity of the Service or Deliverables shall be made within thirty (30) days after delivery.

The issuing of an Acceptance Report shall in no event be interpreted as a waiver of any sort, or affect the extent of the warranty or other commitments made by the Service Provider hereunder nor shall such events be interpreted as affecting or prejudicing any available warranty, including any legal warranty.

7.3. The transfer of risk in the Deliverables or any Services will take place when the Acceptance Report is issued except where any Final Client participates in or carries out or validates acceptance of the Services or Deliverables, in which case such risk shall pass on agreement of such Final Client to the issue of the Acceptance Report.

7.4. If any Service or Deliverable is presented to the Purchaser for acceptance but is not in strict conformity with the Contractual Documents, the Purchaser shall inform the Service Provider of its reservations and the Service Provider shall correct this non-compliance within a period of ten (10) days following the notification by the Purchaser. If within this period, the Service Provider does not inspect or dispute this non-conformity, the Purchaser reserves the right, at its option:

- a) To accept the Service or Deliverable as is, in consideration of a price discount agreed by both Parties;
- b) To accept it after corrective action has been carried out by the Service Provider at the Service Provider's expense;
- c) To refuse it.

The non-conforming Service or Deliverable refused by the Purchaser will be deemed not to have been delivered and will give rise to application of fees in accordance with the Clause 5 notwithstanding the Purchaser's right to seek damages due to the non-conformity, and/or to cancel the Order.

7.5. The Service Provider also undertakes to inform the Purchaser as quickly as possible of any major defect that is found after the performance of the Services which could affect the safety of any equipment to which such Services or Deliverables are intended to be applied.

8. TRANSFER OF OWNERSHIP

Transfer of ownership of the Results, Services and/or Deliverables (as the case may be) to the Purchaser will take place as and when they are delivered to the Purchaser.

9. ENTRUSTED PROPERTY

Entrusted Property shall be used exclusively for the performance of the Orders and is deemed to be lent to the Service Provider on and subject to the provisions of clause 9.

Entrusted Property remains the property of its owner (the Purchaser, or the person who entrusted it to the Purchaser, or the Final Client). It shall be identified as such and stored in such a way as to avoid any confusion with the property of the Service Provider or any other third party. Any modification or destruction of the Entrusted Property shall be subject to prior written agreement by the Purchaser.

The Service Provider undertakes to send the Purchaser, in December of each year, an inventory of the Entrusted Property which has been placed at its disposal or financed by the Purchaser. If the inventory is not provided to the Purchaser as stated above, the Purchaser may attend at the Service Provider's premises to effect and take such an inventory at the Service Provider's cost and the Service Provider will afford the Purchaser all required co-operation for this purpose.

Upon the Purchaser's request, the Service Provider shall, as soon as possible, return any portion of the Entrusted Property in the same condition as when provided, fair wear and tear excepted with any and all certificates and authorizations relating thereto being up-to-date. At the time that any portion of the Entrusted Property is returned to the Purchaser, the Purchaser and the Service Provider shall update the inventory of which Party possesses the Entrusted Property.

The Service Provider shall monitor the Entrusted Property and take all adequate measures for protection against theft or damage of any sort. In the event of any direct or indirect interference by anyone to the Entrusted Property, the Service Provider shall promptly inform the Purchaser in writing, take all the necessary measures to defend the rights of the owner of the Entrusted Property and ensure that the interference ceases. Should the Service Provider have a lien granted by law on the Entrusted Property, then upon acceptance of the Order the Service Provider shall expressly surrender such lien of the Entrusted Property.

10. PRICES - INVOICING - PAYMENT TERMS

10.1. Unless otherwise agreed by the Parties in a signed document, the prices stated in the Order are firm and non-revisable, and include all taxes except VAT. These prices include all the costs and expenses incurred by the Service Provider for the performance of the Order, including if applicable, the right to use the Service Provider's Background IPR necessary to use and/or to operate the Deliverables/Results and the assignment of possible Results and related economic rights as well as expenses to travel to the Purchaser's sites.

10.2. The Service Provider undertakes to invoice for performance of the Order in accordance with the Contractual Documents and, in any case, not before the delivery of the Service unless provided to the contrary in the Order. When an invoicing schedule agreed between the Parties is mentioned in the Order, the Service Provider shall comply with it.

Invoices shall be drawn by the Service Provider in accordance with applicable regulations and include, in addition to legal notices, the following elements:

- a) The Order reference as indicated on such Order (only one Order number by invoice);
- b) A detailed description of the Service as described in the Order;
- c) Details of the bank account into which payment must be made;
- d) Details (name, phone number, email address) of the representative to contact in case of billing disputes;

- e) The date and the number of the Acceptance Report or any other event leading to an invoice as provided in the Order.

The original invoice must be sent upon being issued to the address specified in the Order. The original delivery slip or the original Acceptance Report or any original document agreed between the Parties and resulting in an invoice will not be sent with the invoice but separately to the Purchaser at the address specified in the Order.

If the Purchaser and the Service Provider agree to have the invoices sent in an electronic format, then the Parties will enter into an agreement on the exchange of electronic data.

For information, a guide to best practices in order to develop and facilitate the invoice/payment process is available on the suppliers portal of Safran's website (www.safran-group.com).

Any credit note must indicate the invoice reference and the Order to which it relates.

10.3. In the event that the Purchaser grants the Service Provider advances or down payments on the amount of the Order, payment thereof shall be covered by a first demand guarantee drawn up in accordance with the template enclosed in Appendix 1 or by any other guarantee agreed between the Parties. Any final payment is only made by the Purchaser upon a final Acceptance Report, and once the Service Provider has handed over the technical documentation, the operating instructions, and the Declaration of Conformity.

10.4. Unless otherwise agreed by the Parties, the deadline for payment shall be sixty (60) days net from the issuance of such invoice.

10.5. If the Purchaser fails to make any payment due to the Service Provider by the due date for payment, then the Purchaser shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time as well after as before judgment. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. This Clause shall not apply to payments the Purchaser disputes in good faith.

11. WARRANTY

11.1. The Service Provider warrants that the Deliverables will operate in accordance with the Specifications, Declaration of Conformity, and Contractual Documents and to the performance criteria contained in them.

Unless otherwise agreed between the Parties, the duration of the warranty shall be one (1) year as from the date of the Acceptance Report unreservedly accepting the Service. In the case of breach of such warranty during the warranty period the Service Provider undertakes to rectify the Service and/or the Deliverables at no cost to the Purchaser. This warranty clause is without prejudice to any and all other rights of the Purchaser arising from such breach.

11.2. Unless otherwise agreed between the Parties, the Service Provider undertakes to take and complete all necessary remedial action within ten (10) days from written notification by the Purchaser of the defect or non-conformity in question, as to which time shall be of the essence.

If a Service and/or Deliverable contain several sub-assemblies, the Service Provider must, at its expense, correct any anomaly that may be caused by a defect in one sub-assembly in the other sub-assemblies of the same Deliverable or Service

FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS WARRANTY CLAUSE SHALL PREJUDICE THE PURCHASER'S RIGHT TO COMPENSATION FOR ANY DAMAGES SUSTAINED BY THE PURCHASER AS A RESULT OF THE SERVICES, THE RESULTS, OR DELIVERABLES.

11.3. Any corrected Service and/or Deliverable will be guaranteed, under the same conditions as those set forth above, until the expiry of the warranty period for the Service, and for a minimum period of six (6) months following completion of the remedial work, whichever period shall be the longer. If the Service Provider fails in any respect to undertake any required remedial work by due

date or at all, the Purchaser may carry out the necessary works or have them carried out by a third party at the Service Provider's expense on a full indemnity basis.

11.4. During the warranty period, the Service Provider at all times and at its cost have available for consultation by the Purchaser appropriately qualified technicians and engineers able to discuss with the Purchaser's representatives any and all difficulties experienced by the Purchaser in the use or operation of a Deliverable or suspicion that it may be the subject of a warranty claim.

12. CONTINUITY

In the case of Orders whose implementation is staggered over time, the Service Provider undertakes to implement a business continuity plan aimed at defining measures to be taken to keep running the performance of the Order upon the occurrence of an event likely to prevent its performance.

13. INTELLECTUAL PROPERTY

13.1. Background IPR

13.1.1. Each Party shall remain the sole right holder of its Background IPR, without prejudice to third parties' rights.

13.1.2. If the Purchaser's Background IPR is necessary to the performance of the Order, the Purchaser grants to the Service Provider, for the duration of the Order and for the sole purpose of its performance, a personal, non-exclusive and free of charge right to use this Background IPR. The Service Provider undertakes not to use, copy or reproduce, whether entirely or partially, this Background IPR, for any purposes other than the performance of the Order. This right to use the Purchaser's Background IPR may be extended to the Service Provider's subcontractors performing part of the Order, subject to Purchaser's prior written consent.

13.1.3. The Service Provider undertakes not to modify in any way the Purchaser's Background IPR without the Purchaser's prior written consent. In any case, the Service Provider undertakes not to acquire any intellectual property rights deriving from or based on the Purchaser's Background IPR.

13.1.4. The Service Provider grants to the Purchaser a non-exclusive, assignable, irrevocable, perpetual, worldwide, royalty free licence to use the Service Provider's Background IPR incorporated into any element of the Deliverables in so far as is necessary to utilise them with the right to sublicense to any and all Final Clients for the purpose of using such Deliverables or any part or parts of them.

13.2. Foreground IPR

13.2.1. Any Foreground IPR created by the Service Provider in the performance of an Order shall vest in and be the exclusive property of the Purchaser. The Service Provider assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to the Purchaser.

13.2.2. The Purchaser grants a limited non-exclusive licence to the Service Provider (without the right to sub-license) to use the Foreground IPR for the sole purpose of performance of the Order.

13.3. The Service Provider will at all times and at its own expense indemnify, defend and hold the Purchaser harmless from and against any and all suits, liabilities, costs, claims, proceedings, damages, losses and expenses incurred or sustained in relation to a claim or assertion that any Foreground IPR or Background IPR of the Service Provider infringing any patent, copyright or other Intellectual Property Rights of third parties, provided that in all instances the Service Provider shall be given (a) prompt written notice of all claims of any such infringement and of any suits

brought or threatened against the Purchaser and (b) authority to assume the conduct thereof and to compromise or settle any suits.

13.4. Without prejudice to Clause 12.3 above, the Service Provider shall, at its own cost, and without prejudice to the Purchaser's right to seek reimbursement for any loss incurred, do one or more of the following (to be determined in the Purchaser's sole and absolute discretion): (i) obtain the right to continue using its Foreground and Background IPR in the performance of the Order, (ii) replace or modify the relevant Deliverable in such manner as shall avoid or overcome the claim or assertion referred to in clause 12.3, while ensuring the performance of the relevant Deliverable is fully executed, or (iii) reimburse the Purchaser for the amount otherwise payable by it for the relevant Deliverable.

13.5. If the Service Provider's Background IPR is or includes computer software and is necessary for the use and/or to operation of a Deliverable and/or Results, the Service Provider undertakes to deposit such software's source codes with NCC Group Plc** under a registration number which shall be communicated to the Purchaser. If the Service Provider ceases to operate the software, or if it ceases its activity and such activity is not taken over by a third party, the source codes of this software will be made available to the Purchaser under reasonable terms and conditions and the Purchaser will be vested with the right to use them for the purpose of using and/or operating Deliverables and/or Results.

** Company registration number 04627044, incorporated on 2 January 2003, and registered office at Xyz Building 2 Hardman Boulevard Spinningfields, Manchester, England, M3 3AQ

13.6. If the Service Provider assigns or transfers to a third party its rights on Background IPR or if this Background IPR belongs in whole or in part to one or several third party(parties), the Service Provider shall obtain an undertaking from this(these) third party(parties) that it(they) will grant the Purchaser the same rights as those provided by this clause. The financial compensation for these rights granted to the Purchaser is included in the Order's price.

14. LIABILITY - INSURANCE

14.1. The Service Provider is liable for any damage or loss sustained by the Purchaser or any third party as a result of non-compliance with any of its obligations by the Service Provider arising under any of the Contractual Documents. The Service Provider shall indemnify the Purchaser for any loss or damage sustained by the latter, including the cost of repair and/or replacement that would result from any damage or loss to Entrusted Property. Any assistance the Purchaser may give to the Service Provider, for the performance of the Order or the controls the Purchaser may organize, shall not in any way exempt the Service Provider from its liability to perform its obligations under any and all of the Contract Documents.

14.2. The Service Provider shall maintain in effect insurance policies in an amount commensurate with the risks and liabilities assumed or undertaken by the Service Provider under the general and the Contract Documents.

The Service Provider shall provide proof, at the Purchaser's first request, of the validity of the insurance policies it has taken out by producing certificates issued by its insurers, indicating the type and amount of cover granted. The Service Provider shall annually produce certificates confirming the renewal of its policies for the following period, for as long as its contractual obligations remain in force. In the case of insufficient coverage, the Purchaser shall have the right to require that the Service Provider take out additional coverage at the Service Provider's sole expense.

If Entrusted Property is located at the Service Provider's premises, the Service Provider shall take out on behalf of the Purchaser a comprehensive risk insurance policy covering any damage to the Entrusted Property, whatever the cause of damage. The Purchaser will be named as an additional insured party thereunder. Any insurance of Entrusted Property effected by the Purchaser shall only be supplemental to the cover of the insurance policy taken out by the Service Provider.

Notwithstanding anything to the contrary herein, the amount of the Service Provider's insurance policies shall not limit the Service Provider's liability to the Purchaser.

15. COMPLIANCE WITH LABOUR REGULATIONS

The Service Provider guarantees that it complies with all applicable employment and labour laws in the United Kingdom and in any and all jurisdictions where the Services are to be performed by the Service Provider.

The Service Provider warrants that it shall not operate its business in such a way as to render the Transfer of Undertakings Protection of Employment Regulations as in force when Services are performed.

16. COMPLIANCE OF THE SERVICE WITH REGULATIONS AND STANDARDS

At all times during the provision of Services the Service Provider guarantees to the Purchaser that the Services, all elements of them and the Deliverables will comply with any and all applicable law, regulations and standards, including health, hygiene, safety, traceability or products and protection of the environment in force in the country of delivery and in any other country where the Service Provider has been informed that the Results, Service and/or Deliverables will be used.

For this purpose, the Service Provider shall hand over upon delivery or undertake to hand over at first demand by the Purchaser, the certificates required by the applicable regulations and relating to the Service.

The Service Provider undertakes to release to the Purchaser upon the delivery of the Service all information it has to enable the safe use of the Results and Deliverables.

The Service Provider undertakes to inform the Purchaser of any modification of applicable legal provisions and regulations and standards, which affect the conditions in which the Services were delivered or performed.

17. PERFORMANCE OF THE SERVICE AT ONE OF THE PURCHASER'S SITES

17.1. If Services are to be delivered or performed in whole or in part at one of the Purchaser's sites, the Service Provider shall:

- (i) forward in advance a list with the names of the members of its personnel requiring access to the Purchaser's site, the Purchaser reserving the right to refuse any person access to its site for security reasons, in which case the Service Provider will nominate substitute(s) who will also be subject to the same right of refusal and substitution. The Service Provider will take the necessary measures to ensure that if any persons have to be replaced, this will not jeopardise the performance and quality of the Services.
- (ii) ensure that its personnel and that of any subcontractor respect the rules to access to the site, security requirements, including in relation to information technology (IT), confidentiality rules, as well as the provisions of the internal rules of conduct which apply to all persons within one of the Purchaser's premises as employees of an external company, including hygiene and safety rules and general working conditions.

17.2. When necessary, the Purchaser will make available to the Service Provider space and facilities necessary for provision of the Services without disrupting the Purchaser's business and operation. The Service Provider will be able to place its equipment there, including in particular computer equipment (PCs, workstations, office furniture, etc.) necessary for the provision of the Services. The right of access to the premises will end once the Order has been performed, or if the Service Provider's presence in the Purchaser's premises is no longer justified and the Service Provider shall leave the space and facilities in the same condition as prevailed on arrival. The Service Provider will retain full and entire ownership and custody of equipment, software and software programs belonging to it that it has occasion to use and/or store at the Purchaser's site.

17.3. The Purchaser may also:

- (i) provide the IT services strictly necessary for performance of the Order in accordance with procedures and terms and conditions that it will define on a case by case basis in order to preserve the security of its IT systems;
- (ii) provide access to its internal messaging system and to a directory for the exchange of data with the Service Provider, in accordance with the conditions defined in Appendix 2.

17.4. When the Service Provider is authorised to access the Purchaser's information system, this authorization is strictly limited to perform the Order. The Service Provider shall, in all events, respect the SAFRAN Group's Information System Utilization and Security Charter and all other instructions provided.

17.5. Should the Service Provider's personnel be present on the Purchaser's site, the Service Provider shall appoint a project manager having hierarchical and disciplinary authority over its personnel.

17.6. Each member of the Service Provider's personnel present at the Purchaser's site must, on request, state their name, the manager of their mission, and the name and contact details of the Service Provider's project manager.

17.7. Upon the completion of the Services at the Purchaser's site, the Service Provider's personnel must:

- (i) return to the Purchaser's security manager the badges and other means of access that had been given to the latter,
- (ii) where applicable, return to the department concerned the words, codes and keys used to access the hardware and software allocated to the latter,
- (iii) and more generally, return all information, documents and other items which have been supplied to the latter for the performance of the Order.

18. SERVICE PROVIDER'S PERSONNEL

18.1. The Service Provider is solely responsible for the administrative, accounting and labour management and supervision of its personnel assigned to the performance of the Order. The Service Provider will expressly retain hierarchical and disciplinary authority over its employees, including during the time when they are present at the Purchaser's site.

18.2. The Service Provider alone is responsible for the appointment of personnel that it assigns to the performance of the Order. The Service Provider certifies that throughout the performance of the Order, the members of its personnel assigned to the task will be competent, qualified and sufficient in number to ensure that performance of the Order is in all respects in conformity with the Contractual Documents and have all necessary permits and authorisations to enable them to be present and work in the country of the performance of the Order.

18.3. The Service Provider will indemnify and hold harmless the Purchaser against any loss, damage, liability, claim, costs or expenses it incurs in connection with the Service Provider's personnel or the termination of engagement or employment of such personnel howsoever caused.

19. CONFIDENTIALITY

19.1. Even without the disclosing Party specifying or marking any information as confidential, the receiving Party shall keep confidential all information received from the disclosing Party in connection with any Order, as well as all information the receiving Party might have access to as a result of its presence at the disclosing Party's premises or another Safran Group Company (collectively, the "Confidential Information"). Any Results shall be regarded and treated as Confidential Information belonging to the Purchaser.

19.2. Confidential Information shall remain the disclosing Party's property. The disclosure or deemed disclosure of Confidential Information by the disclosing Party shall in no event grant to or

confer upon the receiving Party, expressly or implicitly, any right whatsoever (under a licence or by any other means) with respect to the use or exploitation of Confidential Information.

19.3. The receiving Party shall:

- a) use Confidential Information only for the performance of the Order;
- b) disclose Confidential Information only to those of its employees for whom it may be strictly necessary for the purposes contemplated in the Order and then only on a “need to know” basis;
- c) not disclose Confidential Information or make it available, either in full or in part, to any third party without the prior written consent of the disclosing Party; and
- d) ensure that the confidentiality obligations incumbent upon the receiving Party under this Clause “Confidentiality” are complied with by its employees and other persons authorized by the disclosing Party to access Confidential Information.

19.4. Notwithstanding the foregoing, the confidentiality obligations shall not apply to any information which:

- a) is already in, or has already entered the public domain prior to its disclosure or after it, other than through receiving Party breach of these General Purchasing Conditions;
- b) is already known or available to the receiving Party at the date of receipt of Confidential Information otherwise than by virtue of a breach of duty of confidentiality owed by any third party to any member of the Safran Group of companies, as evidenced by written records of the receiving Party; and/or
- c) is lawfully obtained by the receiving Party from third parties, with full rights of disclosure, as evidenced by written records of the receiving Party.

19.5. If the receiving Party is required to disclose Confidential Information pursuant to an order of a court or tribunal of competent jurisdiction, the receiving Party shall immediately inform the disclosing Party of the need for such disclosure. In addition, the receiving Party shall cooperate with the disclosing Party for the purposes of limiting the disclosure and use of Confidential Information as far as possible, which may include assisting the disclosing Party to obtain injunctive relief (or similar judicial protection) relating to disclosure of the Confidential Information.

19.6. In the event of termination of the Order for whatever reason, the receiving Party shall in the option of the disclosing Party immediately return to the disclosing Party any and all Confidential Information and/or to destroy any Confidential Information. The receiving Party shall provide a statement certifying the aforementioned complete return or destruction. This return or destruction of Confidential Information shall not release the receiving Party from its confidentiality obligations under this Clause.

19.7. Any and all classified Confidential Information disclosed by the disclosing Party shall be identified as such at the time of its disclosure. The disclosure, protection and use of classified Confidential Information shall be in accordance with the security procedures issued by the authorities concerned.

19.8. The receiving Party shall not use the Order, the Service, the Deliverables, the Results, the Confidential Information, and/or any other information for the purpose of direct or indirect advertising without the prior written agreement of the disclosing Party, which the disclosing Party shall have absolute liberty to withhold or grant subject to conditions.

19.9. Unless otherwise provided for in the Order, the confidentiality obligations provided in this Clause shall remain in full force and effect throughout the Order performance and for a period of thirty (30) years from the end of the warranty period of the Service, it being specified, however, that with regard to results that are the subject of intellectual and/or industrial property rights, the obligations to maintain confidentiality will remain in force throughout the entire duration of performance of the Order and throughout the entire legal duration of protection relating to such intellectual and/or industrial property right.

19.10. If Confidential Information that is the property of a third party is to be communicated to the receiving Party, any more restrictive confidentiality requirements that may be imposed by this third party will be passed on to and undertaken by the receiving Party and its officers.

19.11. In order to ensure the security of the disclosing Party's Confidential Information and the media containing it, the receiving Party will take all necessary precautions to ensure its protection, in particular by using computer access controls and encryption of the Confidential Information.

20. OFFSET

If, throughout the performance of the Order, the Service Provider uses products or services from countries with which the Purchaser has, directly or indirectly, contracted offset obligations, the Service Provider shall, at the Purchaser's request, use its best efforts to ensure that the value of its orders can be taken into account by the competent offset authorities within the framework of the Purchaser's obligations mentioned above.

21. FORCE MAJEURE

21.1. Each Party shall inform the other Party immediately in writing, no later than five (5) calendar days after the occurrence of a Force Majeure Event that prevents such Party from performing any of its obligations under the Contractual Documents, such notice specifying the nature of the event and the extent to which it will prejudice or delay that Party's performance of its obligations under the Contractual Documents.

21.2. Neither Party shall be deemed to be in breach of the Contractual Documents or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under the Contractual Documents to the extent that such delay or non-performance is due to the occurrence of a Force Majeure Event of which it has notified the other and the time for performance shall be extended accordingly.

21.3. A Party seeking to rely on the provisions of this Clause 20 shall take every measure possible to limit the prejudicial consequences of the Force Majeure Event. For the application of this clause, only an event meeting simultaneously all the conditions described hereinafter shall be considered a Force Majeure Event:

- a) This event must be unavoidable, unforeseeable and totally independent of the will of the Parties,
- b) Subsequent to and consequent on this event, the Party invoking it as a Force Majeure Event was unable to perform a relevant obligation in accordance with the Contractual Documents.

21.4. The following shall not be considered as a Force Majeure Event: any labour or trade dispute (including but not limited to internal or external strikes, industrial action or lockouts), shortage or delay in raw material or equipment supplies, machine, tooling or equipment breakdown, or failure of any supplier or subcontractor of the Service Provider to provide goods or services on time or at all.

22. TRANSFER - ASSIGNMENT - SUBCONTRACTING

22.1. The Service Provider shall not transfer or assign all or part of the Order or its related rights arising under any of the Contractual Documents to any third party without the prior written consent of the Purchaser, which the Purchaser shall have absolute liberty to withhold.

22.2. The Purchaser, in its sole and absolute discretion, reserves the right to transfer or assign to any Safran Group Company, all or part of the Order or the related rights and obligations, and the Supplier agree to sign the related novation agreement between the Supplier, the Purchaser and such related Safran Group Company.

22.3. Unless the Parties expressly agree otherwise, the Service Provider shall not subcontract the Order or any part of it. If the Service Provider is authorised to subcontract, the Service Provider shall impose its relevant contractual obligations contained in the Contractual Documents on such subcontractors. Notwithstanding the approval of the Purchaser to the Service Provider's subcontracting of the performance of the Order, or to the choice of the subcontractor, the Service Provider shall remain solely liable to the Purchaser for the performance of the Service subcontracted. No default of its subcontractors shall exclude or limit the Service Provider's liability.

23. EXPORT CONTROL

23.1. The Parties agree to comply with export control laws and regulations that are applicable to the Service (including its components), as well as to the software, information and products that the Parties may exchange within the framework of the performance of the Order.

23.2. Each Party undertakes to inform the other Party of the export control classification concerning all elements of the Deliverables, and undertakes to notify it of any actual or anticipated changes to this classification no later than fifteen (15) days after becoming aware of such matter.

23.3. In the event that the export or re-export of all or any of the Deliverables is subject to obtaining an export licence, the Service Provider shall apply, at no cost to the Purchaser, for any licence or governmental authorization necessary to enable the Purchaser to use the Deliverables and to deliver such licences or authorizations to the Final Client or to any other end user specified by the Purchaser to the Service Provider. The Service Provider undertakes to immediately notify the Purchaser of the issuance of the export licence by the competent government authorities or of the existence of a dispensation, and to provide it with a copy of the licence or a certificate describing in particular any restrictions applicable to the re-export or re-transfer by the Purchaser of all or any of the Deliverables to a third party. It is specified that notice by the Service Provider to the Purchaser of the classification of all or part of the Deliverables and the issuance of any required export licence or governmental authorization constitute conditions precedent to the Order coming into force. An Acceptance Report may not be issued, and may subsequently be declared void, if the Service Provider does not properly procure the issue of all required licences and authorizations.

23.4. The Service Provider shall implement all necessary security measures to prevent the transfer, by any means whatsoever, of information provided by the Purchaser and identified as being subject to applicable laws and regulations on export control to any person not authorised to access such information.

23.5. Should any applicable export licence be withdrawn, not renewed or invalidated for any reason whatsoever, the Purchaser reserves the right to automatically terminate the Order, without prejudice to its right to claim compensation for the damage sustained by this breach.

23.6. The Service Provider shall indemnify and keep indemnified the Purchaser and any Final Client on a full indemnity basis from and against any and all losses, costs, charges and claims sustained by or made of it or them by virtue of any failure by the Service Provider to comply with any of its obligations arising under this Clause 22, including, without prejudice to the generality of

the foregoing, any action or legal proceedings taken by competent authorities relating to export control as well as all consequences, including fees, expenses and damages that may be incurred.

24. TERMINATION

24.1. Either Party shall be entitled to terminate any then current and unfilled Order by sending notice via certified mail return receipt requested in the following cases:

- a) the other Party fails to perform any of its contractual obligations and does not (if such failure is capable of remedy) remedy such breach within thirty (30) days after receipt of formal notice from the non-defaulting party to remedy such breach;
- b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- c) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies, or the solvent reconstruction of that other Party;
- e) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
- g) a floating charge holder over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
- h) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- i) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (b) to (h) inclusive above;
- j) the other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
- k) there is a change of control of the other Party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- l) When there is a force majeure event the duration of which exceeds one month from the date on which one of the Parties informs the other Party thereof.

24.2. In addition, the Purchaser may, in its sole and absolute discretion, terminate the Order by sending notice via certified mail return receipt requested in the following cases:

- a) With immediate effect when the Service Provider fails to comply with any of its obligations set forth in clauses “14 - Compliance with Labour Regulations”, “22 - Export control” and/or “23 - Ethics” of these GPC IS and more generally in case of any breach by the Service Provider of any of its contractual obligations which cannot be remedied;
- b) Subject to a thirty (30) days’ written notice when one of the Purchaser’s competitors or a competitor of any other SAFRAN Group Company acquires a stake in the Service Provider’s capital;
- c) Subject to a thirty (30) days’ written notice, in the event of a major change in the industrial organization of the Service Provider that could jeopardise (in the Purchaser’s sole and absolute discretion) the proper performance of the Order such as a transfer of production.

24.3. In the event the Purchaser terminates the Order, the Purchaser reserves the right to perform or have a third party perform all or part of the Order and the costs shall be borne by the Service Provider. In this respect, the Service Provider undertakes, at the request of the Purchaser, to provide to the Purchaser or to any third party designated by the Purchaser all the elements necessary to perform the Services.

24.4. Upon the expiration of the Order, or following its termination for any reason whatsoever, the Service Provider shall return, within eight days and at its cost, to the Purchaser the Entrusted Property and any documentation then in its possession.

24.5. In any event of termination each Party shall still be required to comply with all its contractual obligations until the effective date of termination, without prejudice to any damage that the non-defaulting Party may be able to claim as compensation for the damage incurred as a result of the non-performance by the defaulting Party of the obligations set forth in the Contractual Documents provided always that if the Service Provider is the sole source for the Purchaser, the Purchaser may postpone the effective date of termination until the Purchaser has fully implemented the procurement of the subject matter of the Order with an alternative supplier.

25. ETHICS

25.1. The Service Provider represents and warrants to the Purchaser that:

- a) It has not infringed any anti-corruption laws or regulations,
- b) It has not been subject to any civil or criminal sanctions for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it,
- c) To the best of its knowledge, no executive or manager of the Service Provider has been subject to any civil or criminal sanctions for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against such persons.
- d) It complies and shall comply with the legal provisions against corruption in accordance with the OECD Convention of 1997 and the United Nations Convention Against Corruption of 2003 (UNCAC),
- e) It complies and shall continue to comply with the Bribery Act 2010, it shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK and it has and shall maintain its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and will enforce them where appropriate,
- f) It has not granted and shall not grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone with a view to or in exchange for the conclusion of an Order.
- g) It complies with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

25.2. The Service Provider shall notify the Purchaser's Purchasing Department of any gift, present, payment, remuneration or benefit whatsoever that it might grant either directly or indirectly to any employee, officer or representative of the Purchaser or of any Safran Group Company or to anyone that might influence their decision within the framework of the performance of an Order.

25.3. In the event of failure to comply with this Clause, the Purchaser shall automatically have the right to terminate the Orders in progress with immediate effect and without compensation, and without prejudice to any remedies the Purchaser may take against the Service Provider.

26. MISCELLANEOUS

26.1. The particularly sensitive nature of the Purchaser's business activities may result in specific requirements regarding security. As a result, the Service Provider may be required, before the start of the performance of the Order, to sign either a confidentiality agreement, or agreements relating to the custody of or access to classified and secret information.

26.2. Both Parties undertake to comply with the national and European regulations regarding data protection and in particular to only use personal data for the purpose of performing the Services, to implement all the necessary measures of security and confidentiality in order to protect this type of data, to ensure the compliance of potential transfer outside the European Union, to delete said data at the expiry of the retention period agreed between the Parties and to reply to any request from data subjects. Furthermore, each Party undertakes to give notification to the other Party in case of any security breach that may have consequences on the data processing.

26.3. Neither Party's failure to exercise or delay in exercising any of its rights with respect to the Contractual Documents shall be construed or be deemed a waiver of these rights.

26.4. Should any provision of the Contractual Documents be held to be invalid, the remainder shall continue to be valid and enforceable. The Parties shall then seek to replace this provision with a valid provision in order to maintain the contractual balance.

26.5. The Service Provider acts in its own name and on its own behalf as an independent contractor. The Service Provider has neither the power nor the authorization to enter into any commitment whatsoever in the name and for the account of the Purchaser. No provision of the Contractual Documents may be construed as creating an agent/principal, parent/subsidiary or employer/employee relationship between the Service Provider and the Purchaser.

26.6. No one other than a Party to the Contractual Documents shall have any right to enforce any of their terms.

27. GOVERNING LAW - JURISDICTION

27.1. By express agreement between the Parties, the Contractual Documents, and all claims or causes of action (whether at law, in contract or in tort) that may be based upon, arise out of, or relate to the Contractual Documents or the negotiation, execution or performance thereof, shall be governed by and construed in accordance with the laws of England & Wales excluding that body of law known as conflicts of laws. The parties specifically disclaim the Vienna Convention on the International Sale of Goods.

27.2. If any dispute arises in connection with this agreement, the Parties agree to enter into mediation in good faith to settle such a dispute.

27.3. Any and all disputes arising out of or in connection with these General Purchasing Conditions and/or any Orders incorporating them or their subject matter or formation (including non-contractual disputes or claims) shall be exclusively and finally determined and settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be one (1) or three (3) and the arbitrators shall be appointed in accordance with the said rules of arbitration. The place and seat of arbitration and hearings shall be London,

England. The arbitration award shall be final and binding by any Party in any court of competent jurisdiction, and shall waive any claim whatsoever against it. The arbitration shall be confidential.

27.4. In no circumstances, shall this prevent a Party from obtaining injunctive relief before court or tribunal of competent jurisdiction.

NAME OF THE SERVICE PROVIDER:

NAME AND CAPACITY OF THE SIGNATORY:

DATE:

SIGNATURE:

THE SERVICE PROVIDER'S STAMP:

APPENDIX 1
FIRST DEMAND GUARANTEE

As part of order [N°] (hereafter the “Order”), placed on ...between (name of Service Provider, address, trade and companies register) and (name of the Purchaser, address, trade and companies register) for (detail of the Order) for an amount of

The undersigned [FIRST RATE FRENCH BANK] [FORM]

With a capital of [TO BE COMPLETED], having its registered office at [TO BE COMPLETED], registered at the Trade and Companies Register of [TO BE COMPLETED] under number [TO BE COMPLETED] represented by [TO BE COMPLETED], acting as [TO BE COMPLETED], duly empowered for the purposes hereof

Hereinafter referred to as the “Guarantor”

Hereby undertakes, irrevocably and unconditionally, on instructions by and on behalf of:
[Service Provider] [FORM]

With a capital of [TO BE COMPLETED], having its registered office at [TO BE COMPLETED], registered at the Trade and Companies Register of [TO BE COMPLETED] under number [TO BE COMPLETED]

To pay:
[PURCHASER]
[FORM]

With a capital of [TO BE COMPLETED], having its registered office at [TO BE COMPLETED], registered at the Trade and Companies Register of [TO BE COMPLETED] under number [TO BE COMPLETED],

Hereinafter referred to as the “Beneficiary”,

On first demand by the Beneficiary and immediately any amount up to [TO BE COMPLETED IN NUMBERS AND IN LETTERS] Euros, without being able to claim any exception or objection in particular with respect to any contestation or claim by [SERVICE PROVIDER] in relation to the Order.

This guarantee is independent of any contract between [SERVICE PROVIDER] and the Beneficiary. Consequently, the modification or cessation of the legal links or relations which may exist between [SERVICE PROVIDER] and the Beneficiary does not release the Guarantor from its obligations hereunder. All the provisions of this guarantee shall remain in force irrespective of any changes in the financial and/or legal situation of [SERVICE PROVIDER] or Beneficiary. This guarantee comes into force on [TO BE COMPLETED] and expires on [TO BE COMPLETED], unless extended subject to a request submitted by the Beneficiary to the Guarantor.

Any request for an extension must be made directly by the Beneficiary to the Guarantor and must be granted immediately by the Guarantor, subject to proof of prior notification to [SERVICE PROVIDER], and notwithstanding any order to the contrary by [SERVICE PROVIDER]. However, this extension may not exceed a maximum period of ...months. 25 / 32

This guarantee is in addition to and not as a replacement for any other right that the Beneficiary may claim against [SERVICE PROVIDER] and must be executed on first demand by the Beneficiary by means of registered letter with acknowledgement of receipt sent to the address of the Guarantor as indicated at the head of this guarantee, indicating that [SERVICE PROVIDER] has not respected its obligations towards the Beneficiary, and without any intervention by

[SERVICE PROVIDER] or any prior procedure or action against the [SERVICE PROVIDER] being necessary.

All the costs of this guarantee and any subsequent related deeds shall be borne by [SERVICE PROVIDER].

In the event of any dispute in relation to this guarantee, exclusive competence is attributed to the Commercial Court of Paris. The validity, interpretation and execution of this guarantee are governed by French law.

Executed in, on.....

Title:
[BANK]

APPENDIX 2

The purpose of this Appendix is to set forth the conditions under which the Purchaser and the Service Provider will carry out electronic data interchange (EDI) by means of networks, within the framework of the performance of the Orders.

A. Definitions

Acknowledgement of receipt: message issued by the recipient of an EDI message acknowledging receipt of the message and its legibility.

EDI Message: series of structured segments presented in a form that can be unequivocally read by a computer.

Electronic data interchange (EDI): electronic transfer via a network, from one computer to another, of data in the form of an EDI message.

B. Nature of the information exchanged

The information which may be exchanged by EDI is defined in the Orders.

Any other information must be exchanged only through paper medium unless otherwise agreed in writing between the Parties to include it within the field of this Appendix.

C. Validity and taking into account the EDI content

The exchange of information via EDI is carried out at the time and place that the EDI message is placed at the disposal of the recipient's information system in a complete and legible way.

On receipt of information transmitted by EDI by the recipient's computer, the latter issues an acknowledgement of receipt to the issuer. The recipient is then deemed to have correctly received the information given unless the recipient informs the other Party of a problem in reading or interpreting the data transmitted. Notification of this may be sent by any means.

On no account is the recipient authorised to modify the message received. Any modification must be made by the issuing Party with specific reference to the modification made. Only messages issued by an authorised issuer with the agreed electronic signature are taken into account by the recipient.

D. Registration and conservation of EDI Messages

The Parties must keep all the EDI messages exchanged, taking all the necessary security measures at their disposal to guarantee their inalterability. In this respect, the Parties undertake to respect a certain number of control procedures such as the conservation of the information sent by EDI in its original form and in chronological order of sending. 27 / 32

The Parties must ensure that the information exchanged by EDI is kept by electronic or computer journals listing all exchanges sent and received and that it is easily accessible. In addition, the Parties must ensure that this information can be reproduced in legible form by man and be printed if necessary in order to constitute, as far as possible, a true and lasting copy of the original.

E. Admissibility and probative value of the EDI Messages

Each Party agrees that the EDI messages exchanged on the basis of this Appendix and in conformity with the provisions hereunder have a probative value equivalent to that of a paper medium.

As such, the Parties waive the right to contest the authenticity of the information exchanged or oppose the information on the sole basis that the information was exchanged by EDI.

The Parties undertake to accept that, in the event of a dispute, the recordings made of information exchanged by EDI that have been stored may be produced before the arbitration Courts as proof of the facts that they contain, unless otherwise proved.

F. Security of EDI Messages

The Parties undertake to set up and maintain security measures and procedures to ensure the protection of the EDI messages against risks of unauthorised access, modification, delays, destruction or loss.

The security procedures and measure include verification of the origin and verification of the integrity. All information exchanged by EDI must identify the sender and the recipient. As such, each of the Parties undertakes to submit to the other party a list of the persons authorised by it to send information by EDI, updating this list each time it is necessary and indicating the applicable electronic signatures.

If the security procedures and measure lead to the rejection of an EDI message or the detection of an error in the message, the recipient must inform the sender of this as soon as possible.

The recipient of an EDI message which has been refused or which contains an error cannot act on the message without authorization from the sender. When a refused or erroneous message is retransmitted by the sender, the message must clearly indicate that it is a corrected message.

In addition, the Parties undertake to set up and maintain the operational environment necessary for EDI operations. As such, the Parties must supply and ensure maintenance for the hardware, software and the services necessary to transmit, receive, translate and conserve EDI messages.

G. Confidentiality

The Parties must ensure that the information contained in the EDI messages remains confidential and is not disclosed or retransmitted to any other parties who are not authorised to receive it. They must also ensure that it is not used for any purpose other than the performance of the Orders.