

## 1. DEFINITIONS

"Customer" means the legal entity receiving the Offer and issuing the Order.

"Order" means any order, whatever its form issued by the Customer and expressly accepted by the Seller for the purchase of Supplies.

"Offer" means the proposal issued by Seller to Customer which includes the Supplies description and price.

"Party(ies)" means the Seller and/or the Customer.

"Product(s)" means any good supplied by Seller and identified in the Order.

"Seller" means the legal entity selling the Supplies described in the Order.

"Service(s)" means any service(s) identified in the Order.

"Supply(ies)" means Product(s) and/or Service(s).

## 2. SCOPE OF THE GENERAL TERMS OF SALE (GTS)

2.1 These GTS set forth the terms and conditions governing the sale of Supplies by Seller.

2.2 The sale of Supplies by the Seller shall be exclusively governed by the following documents in order of decreasing priority: the Order accepted by the Seller, any specific conditions and technical specifications agreed to in writing between the Seller and the Customer and these GTS. In the event of contradiction, the document of higher ranking shall prevail. Unless expressly agreed to by the Seller, these GTS exclude and prevail over any Customer's general terms and conditions of purchase or any other Customer document pertaining to the Order. Any Order issued by Customer implies its full acceptance of these GTS and waiver of its own terms and conditions.

## 3. OFFERS – ORDERS

3.1 All information, descriptions, prices contained in Seller's catalogue or documentation issued by Seller are indicative only and not binding. Unless otherwise specified in the Offer, any Offer issued by Seller shall only be valid for a period of three (3) months from the date of issuance of such Offer and shall in any case always be subject to availability of stock.

3.2 All Orders issued by the Customer will only be binding and enforceable against Seller upon written acceptance by Seller and, where applicable, the receipt by Seller of all necessary licenses and relevant authorizations and any due down payment.

3.3 Orders must contain the Offer references. The Customer shall provide Seller in due time with all the information, details, directions, plans, materials, tooling, authorizations, specifications and more generally anything that shall be necessary to Seller for the performance of its obligations under the Order and which does not fall under Seller's responsibility per the Offer.

3.4 The Customer shall remain responsible for the choice of the Supplies and fitness for their intended use and for all specifications communicated to Seller.

3.5 Any Order modification, suspension or termination shall require the Seller's prior written agreement. Any Order modification accepted by the Seller may result in price and delivery lead-time adjustments. In case an Order is suspended or terminated, the Customer shall pay to the Seller any costs, expenses and damages (including non-recurring investments and costs) incurred by Seller as a consequence of such suspension or termination.

## 4. DELIVERY

4.1 **Incoterms** - Products are delivered EXW (ICC Incoterms, 2010) Seller's facilities in Nexon, France.

4.2 **Transfer of Risks** - Risks of loss of the Products shall be transferred to the Customer upon their delivery in accordance with the Incoterms defined in article 4.1. If upon delivery, Products are missing or damaged, the Customer shall be responsible to take all actions necessary to preserve its rights and interests including against the carrier.

4.3 **Transfer of Title** - Title to the Products shall pass to the Customer upon full payment of the price for such Products. If before title to the Products passes to the Customer, the Customer fails to make any payment, the Seller shall have the right to request the Customer to immediately return, at its own costs, the Products in its possession. Until title to the

Products has passed to the Customer, the Customer shall notify the Seller immediately if the Products become subject to any incident, store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Seller's property and shall not resell, transfer or grant any rights whatsoever upon such Products.

4.4 **Delivery Dates** - Delivery dates indicated in the Order or the Order's confirmation are indicative and not binding and shall not constitute an obligation for Seller. When delivery dates have been contractually agreed by the Seller, the time period for delivery will be automatically extended in the following events:

- a) Customer's failure to pay any invoice or to make the required down-payment;
- b) the performance of the Order requires the use of material or components that are commonly difficult to procure;
- c) delays attributable to a supplier imposed by the Customer to the Seller;
- d) modification of the Order or applicable specific conditions;
- e) Customer's failure to provide the Seller with adequate information, approval or any other instructions that are relevant to the performance of the Order;
- f) an event of force majeure as defined in article 10 occurs.

## 5. INSPECTION AND REJECTION OF NONCONFORMING SUPPLIES

5.1 Customer shall inspect the Supplies upon delivery. Customer will be deemed to have accepted the Supplies unless it notifies the Seller in writing of any nonconforming or missing Supply within 8 working days of its delivery and furnishes the references of the Order, the delivery slip date and such written evidence or other documentation as required by Seller.

5.2 Allegedly nonconforming Products shall be returned to Seller at Customer's costs and risk according to Seller's return procedure. Seller reserves the right to reject the returned Supplies in the event of non-observance of the return procedure. The return authorization form to return the Supplies is available on request to: [rma.nxn.sls@safrangroup.com](mailto:rma.nxn.sls@safrangroup.com). If Seller's inspection reveals, to Seller's reasonable satisfaction, that Supplies are nonconforming, Seller shall, at its option, repair or replace nonconforming Supplies. Seller shall ship to Customer, at Seller's expense and risk, the repaired, replaced or missing Supplies. The remedies set forth in this article are Customer's sole and exclusive remedies and Seller's entire liability for the delivery of nonconforming or missing Supplies. Costs of return shall be reimbursed by Seller in the event Seller's inspection confirms the non-conformity and such non-conformity is solely attributable to Seller.

## 6. PRICE AND PAYMENT

6.1 The price of the Supplies shall be the price set out in the Offer based upon the Incoterm defined in article 4.1. Prices are net, exclusive of all taxes, custom and packing costs.

6.2 Customer shall be responsible for all non-recurring costs pertaining to the Order unless otherwise agreed in written between the Parties.

6.3 Minimum Order value is 305€ before tax. Seller reserves the right, at its discretion and without notice, to refuse any Order which does not comply with the minimum order value or to apply an administrative charge of 60€ to Customer. Discounts and rebates do not apply to Orders of 305€ or less.

6.4 The Customer shall pay all Seller's invoices within thirty (30) days from the issuance date of the invoice.

6.5 Seller reserves the right, at its absolute discretion, to require a down-payment of part or the entire amount due by Customer before acceptance or performance of the Order. Seller may retain any down-payment in the event of Order cancellation by Customer.

6.6 If the Customer fails to make any payment due to the Seller by the due date, then the Customer shall pay interest on the overdue amount at the rate of 5 times the French legal interest rate. In addition, the Customer shall pay the Seller a lump sum of 40 euros to cover the collecting costs.

6.7 Customer shall not set off, recoup or debit any amounts owed to the Customer unless expressly authorized in writing by Seller to do so whether relating to Seller's breach or otherwise.

## 7. WARRANTIES - EXCLUSIONS

7.1 The Seller warrants to the Customer that for a period of 12 months from the date of delivery, each Product will be free from defects in material and workmanship. Any warranty extension granted by the Customer to its own customers and not expressly agreed by Seller shall be of no effect on the Seller.

7.2 The warranty shall be limited, at Seller's discretion, to the repair or replacement of the Products if Seller's inspection reveals, to the Seller's reasonable satisfaction, that Supplies are defective, excluding any indemnity, loss or remedies whatsoever. Notwithstanding the foregoing, the Customer shall, at its expense, ship to the Seller the allegedly defective Products and if the inspection reveals that the Products are not defective, the Customer shall reimburse the costs incurred by the Seller for their inspection. In no circumstances will a claim under warranty have the effect of extending the duration of the same.

7.3 Seller's warranty does not cover the following: normal wear and tear, Products subjected to misuse, neglect, negligence, accident, improper testing, installation, storage or handling, defective maintenance, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller, Products repaired or altered by persons other than the Seller without Seller's prior written agreement, and any Force Majeure event. In addition, Seller shall not warrant and waives all liability when Products, or any parts thereof, were replaced by counterfeited parts or parts which are not manufactured by Seller.

7.4 The warranty set forth in this section is exclusive and Seller makes no other warranty, to the extent permitted by law, including any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law or otherwise.

## 8. MODIFICATIONS OF THE SUPPLY

Seller may, during the performance of the Order, apply to the Supplies any modification made necessary by imperative circumstances such as changes to the applicable technical standards or manufacturing methods, changes in law or regulations affecting the conditions of performance of the Order, provided however that the essential characteristics of the Supplies remain unchanged. If these modifications have an impact on the performance conditions of the Order, in particular with regards to prices or delivery leadtime, the relevant conditions will be adjusted by way of formal amendment to the Order signed by the Seller and the Customer.

## 9. LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, SUCH AS WITHOUT LIMITATION LOST PROFITS OR REVENUES, LOSS OF USE OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF AN ORDER. THE SELLER'S TOTAL LIABILITY TO THE CUSTOMER ARISING UNDER OR IN CONNECTION WITH AN ORDER SHALL IN NO CIRCUMSTANCES EXCEED FIFTY PERCENT (50 %) OF THE PRICE OF SUCH ORDER.

## 10. FORCE MAJEURE

The Seller shall not be liable for any failure or delay in performing any of its obligations, if such failure or delay is caused by or results from force majeure events which means any event that is beyond the reasonable control of a Party, which could not have been foreseen, or, if it could have been foreseen, was unavoidable and prevented Seller from performing its obligations under the Order. Force majeure events include without limitation: acts of God, any natural disaster, any labor or trade dispute, shortage or delay in raw material or equipment supplies, fire, explosion or accident, any law or any action taken or lack of action by a government or public authority, including imposing an export or import restriction, quota or prohibition or failing to grant a necessary license or consent, epidemic or pandemic, civil war, civil commotion or riots, terrorist attack, imposition of sanctions, embargo, or breaking off of diplomatic relations, public nuisance, and interruption or failure of utility service.

## 11. CONFIDENTIALITY – INTELLECTUAL PROPERTY

11.1 **Confidentiality** - All information of the parties, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing disclosed by a Party to the other, is confidential and shall be used solely for the performance of the Order and may not be disclosed to third parties. Disclosure of information by a Party shall not be construed as a license or other transfer of right, title or interest whatsoever on such information. The confidentiality obligations shall survive any expiration or termination of the Order for a period of thirty (30) years. Upon expiration or termination of the Order, each Party shall promptly return or destroy, upon the other Party's request, all confidential information related to the Order.

11.2 **Intellectual Property (IP)** - Each Party shall remain the sole and exclusive owner of all IP developed or acquired prior to the Order. The Seller shall be the sole and exclusive owner of all right, title and interest in and to all information, results, tooling and any embedded IP rights developed by the Seller individually or jointly with the Customer in the course of the Order, unless otherwise agreed in writing between the Parties.

11.3 **Tag** - The Customer shall not remove any tag on the Product including Seller's "CAGE code", series number or name of the Seller.

## 12. EXPORT

The Customer shall comply with all applicable export laws and regulations relating to the export and resale of the Products. Customer shall indemnify, defend and hold the Seller harmless against any and all losses, damages and liabilities arising out of the nonconformance of the Customer with the export laws and regulations. The Customer shall provide the Seller with any information necessary for Seller to timely comply with its own obligations, including without limitation information relating to the end-use and end-user of the Supplies.

## 13. ETHIC

The Customer solemnly declares that: it has not infringed any anti-corruption laws or regulations; it has not been subject to any civil or criminal sanctions, in France or abroad, 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; to the best of its knowledge, no executive or manager of its company has been subject to any civil or criminal sanctions, in France or abroad, 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. The Customer warrants that: 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); 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. The Customer shall notify the Seller's Sales 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 Seller or of any Safran Group Company or to anyone that might influence their decision within the framework of the performance of an Order. In the event of failure to comply with this clause, the Seller shall automatically have the right to terminate the Orders in progress with immediate effect and without compensation, and without prejudice to any remedies the Seller may request from the Customer.

## 14. APPLICABLE LAW - JURISDICTION

These GTS and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any Order), shall be governed by, and construed in accordance with the law of France to the exclusion of the United Nations Conventions on Contracts for the International Sale of Goods and shall be finally settled by the Commercial Courts of Limoges.

## **15. PERSONAL DATA PROTECTION**

The Parties, as controller, exchange contact details of the persons in charge of the management of their business relationship and of the performance of the Order. 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 their obligations, 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 Union European, to delete said data at the expiry of the retention period agreed between the Parties or any deadline provided by law 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. If the Supplier is required to act as a processor, the Parties undertake to conclude a supplementary agreement in order to specify their respective obligations.