

APRIL 1, 2023

GENERAL PURCHASING CONDITIONS

SAFRAN GROUP COMPANIES IN THE UK

THESE GENERAL PURCHASING CONDITIONS SET OUT THE TERMS AND CONDITIONS ON AND SUBJECT TO WHICH SAFRAN GROUP COMPANIES IN THE UNITED KINGDOM PURCHASE GOODS AND SERVICES FROM SUPPLIERS. HOWEVER, THESE GENERAL PURCHASING CONDITIONS DO NOT APPLY EITHER TO AERONAUTICAL PRODUCTS AND/OR SERVICES OR INTELLECTUAL SERVICES ORDERS.

1. DEFINITIONS

1.1 In these conditions:

"Background IPR" means the Intellectual Property Rights 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 Supply.

"Documentation" means any and all document(s) issued or provided by the Supplier, including (but not limited to), handbook(s), plan(s), description(s), model(s) or instruction(s) necessary for the achievement, installation, removal, use, operation, and/or maintenance of the Supply by the Purchaser.

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

"Foreground IPR" means any and all Intellectual Property Rights which arises or is developed by the Supplier 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 Supply, .

"General Purchasing Conditions": means the conditions set forth in this document.

"Goods" means the products ordered by the Purchaser from the Supplier, as set out in the Order.

"Intellectual Property Rights" or "IPR" means 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, know-how 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" means each and every element of knowledge, experience or skill (whether patentable or not written or unwritten) the Purchaser or the Supplier 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 Supply 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 Supplier (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.

"Order" means a document, regardless of the form, issued by the Purchaser and sent to the Supplier, setting out details of the Supply it wishes to purchase or lease from the Supplier, including without limitation, the Specification of the Supply ordered, its price, and a reference to these General Purchasing Conditions.

"Party(ies)" means singularly, the Purchaser or the Supplier, and collectively both the Purchaser and the Supplier.

"Purchaser" means the relevant Safran Group Company who issues the Order.

"Results" refers to all elements of any nature whatsoever, regardless of their medium or form, including processes, data, software.

"Safran Group Company(ies)" means Safran and/or any legal entity in which Safran directly or indirectly own equal or more than fifty percent (50%) of the capital stock.

"Specifications": Any document setting out the requirements that the Supplier or the Supply shall comply with, the Purchaser's needs and the performance conditions of the Supply, including the statement of work description, applicable standards and quality requirements.

"Supplier" means the natural person or legal entity to whom the Order is sent.

"Supply" means Goods) and/or services (including any deliverables), which are the subject of the Order.

1.2 These terms and conditions form part of and are incorporated into the Order.

2. CONTRACTUAL DOCUMENTS

2.1 These General Purchasing Conditions set forth the contractual relationship between the Supplier 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 Supplier 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. The relationship between the Purchaser and the Supplier related to the Supply is governed by the following contractual documents (collectively, the **"Contractual Documents"**), listed in order of decreasing priority:

- The Order;
- The Specifications.
- If applicable, the contract or the special terms and conditions of purchase;
- The General Purchasing Conditions;

It is however understood that the Order must be performed in accordance with the provisions of the agreements concluded between the Parties, unless otherwise agreed to in writing by mutual agreement.

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

2.2 The Order shall be deemed to have been accepted by the Supplier upon the earlier of:

- Purchaser's receipt of the Order signed by the Supplier, without modifications, within fifteen (15) calendar days starting from the date on which the Order was issued;
- Commencement of performance of the Order by the Supplier, without the Supplier's written reservation with respect to the Contractual Documents, within fifteen (15) calendar days from the date on which the Order was issued.

Upon acceptance of the Order, the Supplier 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. ORDERING PROCEDURE

3.1 The Supplier undertakes to perform the Orders issued by the Purchaser 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.

3.2 The Supplier is solely and fully responsible for determining the resources required to perform the Order. Specifically, the Supplier shall obtain all necessary elements and information to perform the Order in accordance with the Contractual Documents. Upon acceptance of the Order, the Supplier is deemed to have obtained all necessary elements and information to carry out the Order, or will have done so prior to providing the Supply. Moreover, the Supplier shall promptly inform the Purchaser of any existing difficulties or anomalies that may also occur during the implementation of the Order.

3.3 The Supplier has an obligation to inform and advise the Purchaser with any type of information relevant for the Purchaser regarding the Supply and/or the Order. In addition, the Supplier will inform the Purchaser without delay in writing of any situation concerning it that may jeopardise the satisfactory performance of the Order on time or at all. Without prejudice to the foregoing, the Supplier 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 Supply to the Purchaser within the meaning of Section 123 of the Insolvency Act 1986.

If, in order to perform the Order, the Supplier is obliged to obtain the consent of any third party or authorisation from any authority the Supplier, before the completion of the Order, shall obtain all such necessary consents and authorisations. For the avoidance of doubt, such consents and authorisations must be obtained prior to the shipment of the Supply to the Purchaser.

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

Upon reasonable prior notice, throughout the duration of the Supply's performance, the Supplier undertakes to (i) grant the Purchaser, the representatives of any relevant Official Authorities free access, during business hours, to any and all premises at which the Order is being performed, and to (ii) provide any document relating to the Supply and/or the Order created or used by the Supplier in its performance. The Supplier shall obtain these same rights from any of its subcontractors.

3.5 For Orders that take or are anticipated to take more than six months to complete, the Supplier shall keep the Purchaser up-to-date on a regular basis with the progress of the Order.

The Order may specify the conditions relating to the provision of such information.

4. DELIVERY

4.1 Delivery of Supply shall be made by the Supplier at the address(es) specified by the Purchaser in the Order ("**Delivery Location**") and delivery of Goods shall be completed on the completion of the unloading of the Goods at the Delivery Location. Delivery and other packaging charges (if any) shall be clearly identified in the invoice.

4.2 The Supplier shall deliver the Goods/services on the date specified in the Order during normal business hours, or as otherwise instructed by the Purchaser and the Supplier shall not deliver the Goods in instalments without the Purchaser's prior written consent.

4.3 The Purchaser reserves the right to reject and return, or make available for pickup by the Supplier, at the Supplier's sole cost and risk, any goods that do not comply with the Specifications, or which include a modification to the Specifications that are unacceptable to the Purchaser in its sole and absolute discretion.

4.4 Unless otherwise provided in the Order, the delivery of the Supply shall be DAP "address of the Purchaser" (Incoterms 2020 - International Chamber of Commerce). Notwithstanding the foregoing, the transfer of the risks of the Supply takes place on the signature date of the Acceptance Report by the Supplier and the Purchaser.

4.5 All Goods must be packed securely and in such manner so as to be delivered in good condition.

Packaging material is not returnable and will be free of charge unless agreed otherwise by the Purchaser.

Packaging shall be clearly labelled with any requirements specified from time to time by the Purchaser.

5. DEADLINES

- 5.1 Time is of the essence with respect to the provisions of the Contractual Documents, and delivery of the Supply. The performance of the obligations according to the deadlines agreed between the Parties constitutes an essential condition without which the Purchaser would not have issued the Order.
- 5.2 The Supplier shall promptly inform the Purchaser of any anticipated delay in meeting 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 17.1 below), the Supplier shall bear any additional expenses incurred or to be incurred by it in performing such remedial measures.
- 5.3 In the event of failure to meet contractual deadlines, the Purchaser shall in its sole and absolute discretion:
- Apply, unless otherwise agreed by the Parties in a signed document, automatically, and without prior notice, a fee equivalent to 0.5% of the gross value of the relevant Order per calendar day delay, such fees shall be capped at 10% of the gross value of such Order. For the avoidance of doubt, both the Supplier and the Purchaser agree that such deductible fees are a genuine pre-estimate of loss that the Purchaser would suffer under these General Purchasing Conditions;
 - And/or terminate the Order under the terms and conditions referred to in Clause 20, "Termination" below, without any indemnity being due to the Supplier.
- 5.4 The right for the Purchaser to claim compensations 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.
- 5.5 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 Supplier, set off or recoup any liability it owes to the Supplier against any liability for which the Purchaser determines in good faith the Supplier is liable to the Purchaser, whether either liability is matured or unmatured, is liquidated or unliquidated.

6. ACCEPTANCE

- 6.1 The Purchaser may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contractual Documents.
- 6.2 If following such inspection or testing the Purchaser considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings, it shall inform the Supplier and the Supplier shall immediately take such remedial action (at its own cost) as is necessary to ensure compliance. The Supplier will indemnify the Purchaser against any loss so sustained by reason of such default and any rejected Goods shall be returned to the Supplier at the Supplier's sole risk and expense.
- 6.3 If in the opinion of the Purchaser, the Supplier is unable to perform the whole or any part or parts of the Order, the Purchaser may cancel the whole or any part or parts of the Order by giving written notice to the Supplier and the Supplier shall forthwith repay to the Purchaser any money paid in relation to such Order.

7. TRANSFER OF TITLE AND RISK

Title and risk in the Goods/services shall pass to the Purchaser on completion of delivery.

8. ENTRUSTED PROPERTY

- 8.1 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 8.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

9. PRICES, INVOICING & PAYMENT

- 9.1 Prices in any Order shall be and remain firm and fixed and shall be the full and exclusive remuneration of the Supplier in respect of the Goods/services. Unless otherwise agreed in writing, the prices shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the Goods/services.
- 9.2 Settlement discount periods shall be calculated from the later of the date of receipt of the invoice and the Goods/services.
- 9.3 No Goods/services shall be invoiced before the date of delivery of the Goods or completion of the provision of the services. All invoices shall be evidenced by an acknowledgment receipt of Goods/services signed on behalf of the Purchaser. Invoices must comply with the Purchaser's invoicing requirements from time to time in force.
- 9.4 Payment shall be made sixty (60) days from the date of issuance of the invoice, except stated otherwise in the Order.
- 9.5 If the Purchaser fails to make any payment due to the Supplier 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.

10. WARRANTY

- 10.1 The Supplier warrants that the Supply and/or the Results shall be free from defects in design, in manufacturing, or in operation as well as against any defects in materials and component parts. The Supplier further warrants the proper performance of the Supply and/or the Results in accordance with the Contractual Documents.
- 10.2 Unless otherwise specified in the Order, the duration of the warranty is two (2) years from the later of (a) the date of the delivery of the Supply, or (b) the date of the issuance of the final Acceptance Report. The warranty shall cover, at the Purchaser's option, (i) any refurbishment or replacement of the Goods or service correction, or (ii) reimbursement of the price of the Supply. The warranty covers parts, labour, transport and travel on a full indemnity basis. The warranty also includes the cost of disassembly, handling, customs duties and reassembly of parts.
- 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 SUPPLY OR THE RESULTS.**
- 10.3 Unless otherwise specified in the Order, replacements or reimbursement of the Supply under the warranty provided in this Clause shall be performed within a maximum period of fifteen (15) days following the written notice of the defect sent by the Purchaser. When a Supply includes several subsets, the Supplier shall correct at its own expense any anomaly or damage that may be sustained by such defect or malfunction in the other subsets of the same Supply.
- 10.4 Any Goods replaced or repaired or any service corrected shall be guaranteed, under the same conditions as above, until the end of the original warranty period or until six (6) months after the time of the repair/correction, whichever shall be the later. In the event the Supplier does not perform its warranty duties, the Purchaser reserves the right to perform or have a third party perform the necessary work at the Supplier's sole expense on a full indemnity basis.
- 10.5 The Supplier shall, during the performance of the Order and until the expiry of the Supplier's warranty obligations, maintain complete production of any components of the Supply or knowledge of any applicable service, so as to be able to provide such components or service (including but not limited to any spare parts) in accordance with the Purchaser's needs and the warranty obligations set forth herein.

11. INTELLECTUAL PROPERTY

- 10.1 Any Foreground IPR created in the performance of an Order shall vest in and be the exclusive property of the Purchaser. The Supplier assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to the Purchaser.
- 11.2 The Supplier grants to the Purchaser a non-exclusive, assignable, irrevocable, perpetual, worldwide, royalty free licence to use the Supplier's Background IPR incorporated into any element of the Supply in so far as is necessary to utilise them with the right to sublicense for the purpose of using the Supply and/or the Work or any part or parts of it.
- 11.3 The Purchaser grants a limited non-exclusive licence to the Supplier (without the right to sub-license) to use the Foreground IPR for the sole purpose of performing its obligations under the Contractual Documents.
- 11.4 The Supplier 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 the infringement or alleged infringement of any patent, copyright or other Intellectual Property Rights of third parties covering, or alleged to cover, any element of the Supply and their use, provided that in all instances the Supplier 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.
- 11.5 Without prejudice to Clause 10.4 above, the Supplier 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 the Supply, (ii) replace or modify the Supply in order to put an end to the infringement of the third party's rights, while ensuring the requirements in the Contractual Documents are met, or (iii) reimburse the Purchaser for the Supply.

12. LIABILITY - INSURANCE

12.1 The Supplier is liable for any damage or loss sustained by the Purchaser or any third party as a result of non-compliance of any of its obligations by the Supplier arising under any of the Contractual Documents. The Supplier shall indemnify the Purchaser for any loss or damage sustained by the Purchaser, including the cost of repair and/or replacement that would result from any damage or loss to any Entrusted (or bailed) Property provided to the Supplier by the Purchaser. Any assistance the Purchaser may give to the Supplier, for the performance of the Supply or the controls the Purchaser may organize, shall not in any way exempt the Supplier from its liability as regards to the Supply.

12.2 The Supplier shall maintain necessary insurance policies in an amount commensurate with the risks and liabilities assumed or undertaken by the Supplier under the general law and the Contractual Documents. Upon Purchaser's request, the Supplier shall provide proof of the validity of the insurance policies it has taken out by producing certificates issued by its insurers. Moreover, the Supplier shall produce proof that it has paid its premiums and shall provide certificates (at regular intervals) 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 Supplier take out additional coverage at the Supplier's sole expense.

12.3 Notwithstanding anything to the contrary herein, the amount of the Supplier's insurance policies shall not limit the Supplier's liability vis-à-vis the Purchaser.

13. COMPLIANCE WITH LABOUR REGULATIONS

The Supplier guarantees that it complies with all applicable labour laws. It also guarantees that the Supply shall be performed in compliance with the labour laws in force in the countries in which the Supply is manufactured.

14. COMPLIANCE OF THE SUPPLY WITH REGULATIONS AND STANDARDS

14.1 The Supplier guarantees that the Supply and all elements of it will comply with any and all applicable law, regulations and standards, including health, hygiene, safety, traceability of Goods and protection of the environment, in force in the country of delivery, and in any other country where the Supplier has been informed that the Supply will be used.

14.2 Accordingly, the Supplier shall obtain and provide to the Purchaser, as soon as practicable, any and all certificates required by the applicable regulations and relating to the Supply.

14.3 The Supplier shall provide the Purchaser, no later than the date on which the Supply is delivered, all information in the Supplier's possession to enable the Purchaser's safe use of the Supply.

14.4 The Supplier shall inform the Purchaser of any modification of applicable legal provisions and regulations and standards that affect the conditions in which the Supply is delivered or performed.

15. SUPPLIER'S PERSONNEL

15.1 The Supplier is solely responsible for the administrative, accounting and labour management and supervision of its personnel assigned to the performance of Orders.

15.2 The Supplier will expressly retain hierarchical and disciplinary authority over its employees, including during the time when they are present at the Purchaser's site.

15.3 The Supplier alone is responsible for the appointment of personnel that it assigns to the performance of the Order. The Supplier 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 the Supply is 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.

16. CONFIDENTIALITY

16.1 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's premises (collectively, the "Confidential Information"). Any Results shall be regarded and treated as Confidential Information belonging to the Purchaser.

16.2 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.

16.3 The receiving Party shall:

- use Confidential Information only for the performance of the Order;
- 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;
- 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
- ensure that the confidentiality obligations incumbent upon the receiving Party under the present Clause "Confidentiality" are complied with by its employees and other persons authorized by the disclosing Party to access Confidential Information.

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

- is already in, or has already entered the public domain prior to its disclosure or after it, other than by virtue of it being disclosed by the receiving Party in breach of these General Purchasing Conditions;
- is already known or available to the receiving Party at the date of receipt of Confidential Information other than by virtue of a breach of duty of confidentiality owed by any third party to any member of the Safran

Group Companies, as evidenced by written records of the receiving Party; and/or

- is lawfully obtained by the receiving Party from third parties, with full rights of disclosure, as evidenced by written records of the receiving Party.

16.5 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.

16.6 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. The return or destruction of Confidential Information shall not release the receiving Party or any of its officers from its confidentiality obligations under this Clause.

16.7 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.

16.8 The receiving Party shall not use the Order, the Supply, 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.

16.9 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 ten (10) years from the end of the warranty period of the Supply, it being specified, however, that with regard to results that are the subject of intellectual and/or industrial property rights, the obligation 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.

16.10 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.

16.11 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.

17. FORCE MAJEURE

17.1 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.

17.2 Neither Party shall be in breach of the Contractual Documents nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure result from material events, circumstances or causes which are unavoidable and are truly beyond its reasonable control ("Events"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the Party not affected may terminate the Contractual Documents by giving 30 days written notice to the affected Party.

17.3 For the avoidance of doubt, such Events shall not extend to any labour or trade disputes, strikes, industrial action, lockouts, interruption or failure of utility service, or any failure of any suppliers or subcontractors of the Supplier to provide Goods/services on time or at all.

18. TRANSFER - ASSIGNMENT - SUBCONTRACTING

18.1 The Supplier shall not transfer, assign, subcontract, 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.

18.2 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 its related rights arising under any of the Contractual Documents, provided that the Purchaser shall provide prior written notice thereof to the Supplier.

18.3 If the Supplier is authorized to subcontract the Supplier shall impose its relevant contractual obligations contained in the Contractual Documents to its subcontractors.

18.4 Notwithstanding the approval of the Purchaser to the Supplier's subcontracting of the performance of the Order, or the choice of the subcontractor, the Supplier shall remain solely liable to the Purchaser for the performance of the Supply subcontracted. No default of its subcontractors shall exclude or limit the Supplier's liability.

19. EXPORT CONTROL

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

- 19.2 Each Party undertakes to inform the other Party of the export control classification concerning the elements of the Supply, and undertakes to notify it of any actual or anticipated changes to this classification no later than fifteen (15) days after becoming aware of any such matter.
- 19.3 In the event that the export or re-export of all or part of the Supply is subject to obtaining an export licence, the Supplier shall apply, at no cost to the Purchaser, for any licence or governmental authorization necessary to enable the Purchaser to use the Supply and to deliver such licences or governmental authorizations to any other end user specified by the Purchaser to the Supplier. The Supplier 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 part of the Supply to a third party. An Acceptance Report may not be issued, and may subsequently be declared void if the Supplier does not properly procure the issue of all required licences.
- 19.4 The Supplier 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 that is not authorized to access such information.
- 19.5 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.
- 19.6 The Supplier shall indemnify and keep indemnified the Purchaser 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 Supplier to comply with any of its obligations arising under this Clause 18, 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.

20. TERMINATION

- 20.1 Either Party shall be entitled to terminate the Order by sending notice via certified mail return receipt requested in the following cases:
- 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;
 - When the other Party becomes the subject of judicial protection, receivership or liquidation, subject to public policy provisions;
 - 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.
- 20.2 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:
- With immediate effect when the Supplier fails to comply with any of its obligations set forth in Clauses 13 ("Compliance with Labour Regulations"), 19 ("Export control") and/or 21 ("Ethics") of these General Purchasing Conditions and more generally in case of any breach by the Supplier of any of its contractual obligations which cannot be remedied;
 - 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 Supplier's capital;
 - Subject to a thirty (30) days' written notice, in the event of a major change in the social and/or industrial organization of the Supplier that could jeopardize (in the Purchaser's sole and absolute discretion) the proper performance of the Order.
- 20.3 In the event 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 Supplier.
In this respect, the Supplier 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 Supply.
- 20.4 Upon the expiration of the Order, or following its termination for any reason whatsoever, the Supplier shall return, within eight days and at its cost, to the Purchaser any Entrusted (or bailed) Property provided to the Supplier by the Purchaser and any Documentation which has not yet been provided.
- 20.5 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.

21. ETHICS

- 21.1 The Supplier 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 anticorruption 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.
- 21.2 The Supplier 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 the Order.

The Supplier 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 the Order.

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 other remedies the Purchaser may request from the Supplier.

22. MISCELLANEOUS

- 22.2 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.
- 22.3 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 any such rights.
- 22.4 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.
- 22.5 The Supplier acts in its own name and on its own behalf as an independent contractor. The Supplier 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 Supplier and the Purchaser.
- 22.6 No one other than a Party to the Contractual Documents shall have any right to enforce any of their terms.
- 22.7 If any provision or part-provision of the Contractual Documents is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contractual Documents is deemed deleted under this clause 22.7 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 22.8 Nothing in these terms and conditions and/or the Order shall expressly or impliedly oblige the Purchaser to acquire the same goods or any other goods or services from the Supplier.

23. GOVERNING LAW AND JURISDICTION

- 23.1 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 the England and Wales excluding that body of law known as conflicts of laws. The parties specifically disclaim the Vienna Convention on the International Sale of Goods.
- 23.2 If any dispute arises in connection with this agreement, the Parties agree to enter into mediation in good faith to settle such a dispute.
- 23.3 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.
- 23.4 In no circumstances shall this prevent a Party from obtaining injunctive relief before a court or tribunal of competent jurisdiction.