
	<u>SUPPLY OF SPARE PARTS AND REPAIR SERVICES</u> <u>TERMS AND CONDITIONS</u>	Version 2025
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## SUPPLY OF SPARE PARTS AND REPAIR SERVICES TERMS AND CONDITIONS

**IMPORTANT NOTE:** *As a reminder, the customer is responsible to comply with all applicable national and international export control regulations. In accordance with the related paragraph 10, Safran Seats' products and technologies shall not, under any circumstances, be re-sold or re-transferred to a country and/or third parties subject to an export licence without having first informed Safran and obtained governmental authorization. Any violation of these requirements may result in penal and financial sanctions.*

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## 1. GENERAL

These terms and conditions of sale (“Conditions of Sale”) are applicable to the sales made by the Seller to the exclusion of any other Customer’s general or specific conditions of purchase which are hereby excluded, except otherwise agreed in writing by the Seller.

The Customer acknowledges to have read and understood these terms and conditions of sale prior to the placement of any Purchase Order.

These Conditions of Sale may only be modified by a written statement signed by an authorised person from Safran Seats, approving such modification.

The following information is provided to assist you in making enquiries and placing Purchase Orders for Item.

These terms and conditions are valid for Purchase Orders of new spare parts Item or repair services issued during the calendar year (from January 1st until December 31st).

## 2. DEFINITIONS

The terms hereunder defined are read and understood as singular or plural as the case may be.

“**AOG**” means Aircraft On Ground. The AOG service is provided only to enable an Item to be obtained for an aircraft that has been grounded whilst in service, or is prevented from returning into service, due to an emergency situation.

“**Business Day**” means regular working day (i.e. not a weekend or legal public holiday) in the country of the Customer.


“**Catalogue**” means the catalogue comprising these Conditions of Sale and the Spare Parts Price List.

“**Customer**” means an Operator or a non-Operator which issues a Purchase Order to the Seller.

“**Deferred Order**” means an order for which the Customer requested date is later than the Lead-Time.

“**Item**” means any new spare part identified by its part number ordered by the Customer and supplied by the Seller pursuant to these Conditions of Sale.

“**Initial Provisioning or IP**” means the inventory of components to be acquired by a

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Customer to support a new aircraft fleet for an initial period of operation after acquisition.

**“Lead-Time”** means, in calendar days, the period of time between the Order Acknowledgment until delivery of the ordered Items or the lead-time defined in the Catalogue, whichever is the later.

**“LMP”** means Line Maintenance Parts which are parts removable or repairable on wing pursuant to the Component Maintenance Manual.

**“MOQ”** means Minimum Order Quantity as set out in the Catalogue.

**“OEM”** means the “Original Equipment Manufacturer” of the Item.

**“Operator”** means a company having legal and enforceable rights to operate an aircraft as the owner, lessee or operator of the said aircraft. In consideration of their direct contractual relationship with the airframer, and as per the airframer’s advice, Operators benefit from some more favourable conditions than Non-Operators (as set out below). Non-Operators for the purpose of this Agreement shall mean all legal entities not considered Operators.

**“Order Acknowledgement”** means Seller’s written acceptance of a Customer Order.

**“Purchase Order”** or **“Order”** means an order for the Item or repair services sent by the Customer to the Seller.


**“Repair”** means the restoration of a Core Unit to a serviceable condition.

**“Rush Order”** means a Purchase Order requesting emergency delivery (pursuant to terms and conditions set out herein) issued by a Customer. Any Purchase Order which is requesting AOG, Critical or Expedite delivery will be considered by the Seller as a Rush Order.

**“Seller”** means either Safran Seats France, Safran Seats GB, Safran Seats US or Safran Seats Asia (respective cage codes FDBT3, U1954, 899J9 and QD247).

**“Spare Parts Price List”** means the price list setting out the price associated to the Item and their respective Lead-Times as set forth in the Catalogue.

The Customer and Seller are jointly referred to as the **“Parties”** and separately as a **“Party”**.

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### **3. ORDER OF PRECEDENCE**

In the event of any conflict between the following documents, the order of precedence between them shall be as follows:


- If any, the specific support contract between the Seller and the Customer and/or the airframer;
- these Conditions of Sale;
- the Purchase Order as accepted in the Order Acknowledgment;
- other documents included herein by reference.

The application of the Customer's standard terms and conditions of purchase is expressly excluded.

### **4. PRICES AND TAXES**

**4.1.** The Spare Parts Price List shall provide for the price and lead-time associated to the Items which are ordered and delivered at a minimum twice during the previous thirty six (36) months and is set forth in the Catalogue published annually by Seller and provided either by e-mail or on its website, at Seller's option. The Catalogue shall enter into force on 1st October of each calendar year. No price variation shall take effect on Orders placed prior to the entry into force of such Supplier's price Catalogue. The prices of additional or newly established recommended Item will be temporarily supplied in revisions to Item provisioning data or procurement data, which are issued in accordance with ATA Spec 2000. Such prices may be subject to revision until such time as they are incorporated into the next annual Catalogue. Additionally, Seller reserves the right to correct any pricing error which may be identified after issuance of the Catalogue. Unless otherwise stated, all prices in this Agreement are exclusive of goods and services tax (GST), value-added tax (VAT) or similar levies. Each Party agrees to do all things, including providing relevant documentation that may be necessary or desirable to enable or assist the other Party to claim any credit, set-off, rebate or refund in relation to any amount of tax paid or payable in respect of any supply of Spares or services herein.

**4.2.** The prices indicated in the Spare Parts Price List are applicable to the sale of Items or supply of repair services from the Catalogue effectivity date and will remain firm and valid until revised in the next Catalogue, unless economic or other circumstances results in earlier revision by Seller. All prices are based on normal trade relation duty rates and any applicable antidumping duties, countervailing duties, and/or any special tariffs (including those imposed in accordance with sections 232 or 301) in effect on January 1, 2025. Should the United States government, executive office, or customs authority or any nation-state involved in the shipment of relevant commodities to or from the United States adjust, increase, impose, or add normal trade relation duty rates, antidumping duties,

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countervailing duties, surtaxes, import taxes, retaliatory duties or taxes, or any other charge related to the import of goods or remove the normal trade relation status of the exporting country causing an increase in the applicable duty rate (all of the foregoing together, "Additional Duties"), these Additional Duties will be passed through to Customer, effective on the date that the Additional Duties go into effect.

**4.3.** All prices are for each Item unless otherwise defined.

**4.4.** The Catalogue is available either via e-mail or on the Spares portal for all registered Customer's users, at Seller's option.

**4.5.** A Purchase Order will be accepted at year N prices provided such Purchase Order is received by the Seller before September 30st year N and is for normal quantities with shipment/supply being requested no later than Catalogue lead-times.

**4.6.** If a Deferred Order issued in year N sets out a lead-time starting date in year N+x, the prices applicable shall be the year N+x Catalogue prices.

**4.7.** The Seller may apply a surcharge on the Item prices for the following Orders:

**4.7.1.** Rush Order Surcharge


**4.7.1.1.** The Customer may request an emergency delivery. In this case the Seller may accept this request subject to availability of the Item and reserves the right to apply and invoice a surcharge to the Item price ("Rush Order Surcharge"). The purpose of such surcharge is in particular to cover process disruption costs incurred by Seller in providing this emergency service to a Customer.

The Fees below will not be reimbursed even in case of Seller's failure to deliver at Customer requested date or Supplier Promised Date, whether the Item is in stock or not. In case of Seller's failure to deliver prior to catalogue lead-time, the Customer shall be entitled to claim reimbursement of Rush Order Surcharge, subject to submitting the claim no later than fifteen (15) days after delivery of the affected Item. The reimbursement will be effected through a credit note.

This surcharge will be a management fee applied as follows:

- **AOG - lock out (Seat not sellable due to parts shortage)**

All Items required to answer an AOG are subject to a management fee in the amount of seven hundred and fifty Euros (€750.00) or nine hundred US Dollars (\$900.00) or seven hundred and fifty Pounds (£750.00) depending on selling currency agreed between the Parties per Item shipped. On a case-by-case basis, the Seller shall be entitled to charge extra

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fees in order to meet the required date, the Customer shall be responsible for payment of this fee as well.

With respect to each Purchase Order :

- 1/ The maximum quantity shall be five (5) per P/N ;
- 2/ The identification of aircraft registration and Seats number, RTS or MEL Date shall be mandatory ;
- 3/ The fees shall be specified in a dedicated line ;
- 4/ Customer requested date shall be comprised between Purchase Order's receipt date and seven (7) calendar days ;

• **EXPEDITE / CRITICAL**

All Items required are subject to a management fee in the amount of four hundred and fifty Euros (€450.00) or five hundred and fifty US Dollars (\$550.00) or four hundred and fifty Pounds (£450.00), depending on selling currency agreed between the parties, per Item shipped. On a case by case basis, the Seller shall be entitled to charge extra fees in order to meet the required date, the Customer shall be responsible for payment of this fee as well.

With respect to each Purchase Order :

Customer requested date shall be comprised between Purchase Order's receipt date plus seven (7) calendar days to thirty (30) calendar days subject to availability of the Item in sufficient quantity. In the event of unavailability in sufficient quantity of the Item, the Customer requested date shall be comprised between thirty (30) calendar days to catalogue lead-time ;

• **ROUTINE :**

The Seller shall not charge any fee.


With respect to each Purchase Order :

Customer requested date shall be not less than Catalogue lead-time.

• **PO UPDATE – Change of agreed delivery dates.**

All Items required are subject to a management fee in the amount of three hundred Euros (€300.00) or three hundred and fifty US Dollars (\$350.00) or three hundred Pounds (£300.00), depending on selling currency agreed between the parties, per Item shipped.

**4.7.1.2.** The purpose of such surcharge is to cover delivery process disruption costs incurred by Seller in providing this emergency delivery service to a Customer.

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**4.7.1.3.** Should a non-Operator place an Order in the name and on behalf of an Operator, the Seller may issue a credit note for the amount of the surcharge:

- If the request is made by the Operator, and
- If the substantiated evidence of an actual AOG is provided accordingly by the Operator (as per article 7.8.2).

**4.7.1.4.** If the Seller has issued IP recommendations in accordance with Article 7.2, which the Customer has not, even partially, followed, then the Customer shall not be entitled to free of charge Rush Orders and the Seller shall not be bound to deliver the Items under Rush Order conditions.

#### **4.8** Minimum Order value

The Seller reserves the right to charge a minimum order value to any Purchase Order below three hundred Euros (€300.00) or three hundred and fifty US Dollar (\$350.00) or three hundred Pound (£300.00) - depending on selling currency agreed upon - minimum requirement for each purchase order line item - excluding shipping and transportation costs.

The Seller shall be entitled to apply and invoice a surcharge to any Purchase Order which Net value (as defined herein) is below \$350, and after information of the Customer made no later than the issuance of the corresponding Order Acknowledgement, calculated as follows:

Surcharge will equal \$500 (or equivalent currency) minus Net Purchase Order value. Net means before tax and before any other applicable surcharge.


#### **4.9.** Currency

At Seller's discretion, prices shown in the Spare Parts Price List are either in U.S. Dollars, GB Pounds sterling or Euros.

If the Customer requires Items from Spare Parts Price Lists in different currencies, Customer shall raise separate Purchase Orders for Items corresponding to different currencies.

**4.10.** The Seller reserves the right to apply surcharges for non-Operators and non airframers Customers.



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## 5. APPLICATION

### CONTACT DETAILS

Zone	Front Office location	E-mail address
Americas	USA	spares.3s.americas@safrangroup.com
Europe, CIS	France	spares.3s.europe@safrangroup.com
UK, Ireland, Iceland, Israel, Poland, Norway	United Kingdom	spares.3s.gb@safrangroup.com
Middle-East, Africa	Dubai	spares.3s.mea@safrangroup.com
Asia	Singapore	spares.3s.asia@safrangroup.com

### 5.1. Procedure for ordering


**5.1.1.** All Purchase Orders issued by the Customer will be binding and enforceable against the Customer at their respective date of issuance, and will be binding and enforceable against the Seller upon issuance of the Order Acknowledgement by the Seller and the receipt by the Seller of all necessary licences and any due down payment when applicable.

**5.1.2.** If at the date of issuance of a Purchase Order by the Customer:

- the price of the Item is not available, or not in the Catalogue, or at a value of 00.00;
- the lead-time of the Item is not available or not in the Catalogue or at a value of 00.00;
- the part number of the Item is not available or not in the Catalogue;

the Customer shall issue a request for quotation corresponding to such Item. The Seller shall provide a quotation with a limited validity period which shall not exceed one month. Upon receipt of this quotation, the Customer shall be entitled to send a Purchase Order, which shall be binding upon the Parties.

**5.1.3.** Purchase Orders may be placed at Customer's option via internet, e-mail (considered as a manual Purchase Order), SPEC 2000 or EDI.

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### **5.1.3.1 Electronic Data Interchange – Used for Spec 2000 Seller’s agreed EDI format electronic ordering.**

Customers requiring EDI order processing in accordance with ATA Spec 2000 or agreed Seller’s EDI format should contact their appropriate Seller’s support center in order that the requirements can be determined, agreed and accounts established.

### **5.1.3.3. On-line ordering**

Customers requesting on-line Order processing can use this with Spec 2000/agreed Seller’s EDI format or manual processing. To use this function, Customer’s representatives must be registered as users of the Seller’s Spares Portal and authorised by the Customer representative to place Orders on-line to the Seller.

**5.1.4.** The Customer shall confirm that all details set out in the Order Acknowledgement issued by the Seller are correct and shall immediately notify Seller in case of any error. If such error has not been immediately notified to the Seller, the terms of the Order Acknowledgement will be considered as having been duly accepted by the Customer.

**5.1.5.** A Purchase Order for Item or a request for quotation shall refer to the specific support contract identification if any and shall contain the following information:

- Bill to Address / Customer Name (or Customer identification code);
- Purchase Order Number / Order Priority / Part Number / Order Quantity;
- Unit of Measure / Unit Price / Currency / Shipping Method & Designated Freight;
- Forwarder / Ship to Address / When applicable, the Operator or Non-Operators.


**5.1.6.** The Purchase Order shall be compliant with the MOQ and standard packaging quantity (SPQ) when set out in the Catalogue.

Some Items as identified in Catalogues are sold with Minimum Order Quantity (MOQ) along with Standard Packing Quantity (SPQ). Any purchase order not conforming with those requirements will be automatically rejected.

## **5.3. Order Acknowledgement of a Purchase Order**

### **5.3.1. Manual Purchase Orders:**

The Seller shall acknowledge receipt of manual Purchase Orders in writing within five (5) business days following receipt of the Purchase Order, by issuing an Order Acknowledgment. Silence of the Seller shall not mean acceptance of a Purchase Order.

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### 5.3.2. “SPEC 2000” Purchase Orders:

For SPEC 2000 Orders the Seller will inform the Customer of any discrepancies by appropriate SPEC 2000 language.

### 5.3.3. “EDI” Purchase Orders:

For agreed Seller’s EDI format or on-line Order, acknowledgement of receipt, notification of discrepancies or pro forma Invoice will be provided by e-mail at the time of Order processing.

## 5.4. Change of References

The Seller reserves the right to modify any references to the Item in order to reflect technical evolutions requested by the OEM. The Seller shall inform the Customer of the modification and the Customer shall issue an amended Purchase Order.

## 5.5. Order cancellation


**5.5.1.** Any cancellation, rescheduling, modification and/or reduction of a Purchase Order or of any of the terms and conditions of a Purchase Order are subject to the prior written approval of the Seller.

Unless otherwise agreed in writing by the Seller, such cancellation shall give rise to cancellation fees that Seller shall be entitled to charge, in due proportion of the affected Item of the Purchase Order value according to the following table:

Number of days after either Purchase Order Acceptance or Payment date in case of Cash in advance	Percentage of Order value
0-15	50%
More than 15	100%

In addition, the Customer shall pay all costs and charges incurred by the Seller in the performance of the Purchase Order up to the date of cancellation and increased by ten percent (10%). These costs may include, without restriction, handling, manufacturing costs and additional general costs incurred by the Seller with respect to the performance of the Order.

Without prejudice to the provisions of Article 11 “Payment”, the Customer shall pay the Seller such charges no later than 30 days end of the month following the invoicing. Failure to

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do so will entitle the Seller to apply the default terms and conditions as stated in Article 14.1.

**5.5.2.** In addition, Seller shall be entitled to stop delivery of any Equipment in transit to be delivered under this Agreement on the termination date, if any, and to withhold delivery of any services to be provided by Seller under any Agreement in force between the Parties at the date the cancellation occurs.

## **5.6. Repair Services**

### **5.6.1. Return and Inspection**

Any Item shall be returned for repair with an appropriate Item / material return form - available on request and filled by Customer, providing as a minimum such information as:

- Part Number and Serial Number (where applicable);
- The precise nature of the Work Package to be performed;
- The required Delivery Date together with the delivery address;
- The identity and address of the Customer's freight forwarding or shipping agent;
- The Airworthiness Release Certificate required.

Following reception Seller will perform an inspection and evaluation. A minimum fee for handling, inspection, evaluation and test will be charged depending on the agreed upon selling currency agreed upon between Customer and Seller. These fees may differ from a repair station to another and will be made available upon request.


### **5.6.2. Quotation**

Seller will submit a quotation and a corresponding pro forma invoice describing the repair/overhaul activities or the cost of a replacement item and offer a repair lead-time

No work extending beyond inspection, evaluation and testing, in particular no repair work in relation to the product will be performed by Seller unless and until Seller quotation and repair lead-times are accepted in writing by Customer through a firm repair order and effective payment is received by Seller by wire transfer in "cash with order situations.

This terms contained in the pro forma invoice will remain valid for a period of thirty (30) calendar days.

### **5.6.3. Shop Processing time (SPT)**

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The SPT shall be computed from the date of the physical receipt of the Item and/or Components with repair order and appropriate documentation at the Supplier's repair facilities, up until the Customer is notified that the repaired Item and/or Components is ready for shipment from the Supplier's facilities. This computation shall exclude delays not attributable to the Supplier such as, but not limited to Purchaser's, Customer's and/or Customer's Nominee time to answer the repair quotations from the Supplier

#### **5.6.4. Decision by Customer**

Should the Customer fail to issue a repair order or a purchase order for a replacement item within thirty (30) calendar days following the date of submission of the quotation, Seller shall be entitled to consider that the repair is cancelled. Seller shall however be entitled to recover the handling inspection evaluation and testing costs from Customer and the additional costs of repacking. Seller will advise Customer in writing of the availability for collection of the products, in case the item is not collected by Customer after an additional term of thirty (30) days following the said written advice sent by Seller, property in the item shall pass to Seller but the scrapping costs will be charged to Customer.

In case a shop processing time is agreed between Seller and Customer, the decision time between submission of the pro forma invoice by Seller and receipt by Seller of a firm repair order approving the quote (together with the payment in cash with order situation), will be discounted from the shop processing time.

#### **5.6.5. Beyond Economical Repair**

Seller shall be entitled to refuse repair should the repair price exceed sixty percent (60%) (Beyond Economic Repair) of the catalogue price. Non reparable items will be disposed of by Seller at the scrapping costs detailed below or at Customer request made available for not more than 30 days to Customer who will bear the costs of repacking and return.


#### **5.6.6. Scrapping costs**

Seller shall be entitled to charge scrapping costs in the amount of one hundred Euros (€ 100) or one hundred and thirty US Dollars (\$130) or one hundred Pounds (£100) per item depending on agreed upon selling currency.

#### **5.6.7. Repairs Warranty**

Seller warrants:

- that the repair of the Item delivered by Seller shall comply with applicable regulations of the applicable Airworthiness Aviation Authorities (including without limitation the Civil Aviation Authority of the UK, the European Aviation Safety Agency and the Federal Aviation

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Administration of the United States of America), with approved OEM maintenance documentation; and

- that the Repair works performed by Seller or by its approved subcontractor shall be free from defects in workmanship.

Seller's Warranty shall commence upon delivery of the Item to the Seller in accordance with Article 5.6.1. and continue for a period of 12 months thereafter.

## 6. PACKING

The purchase price of the Item includes packing in accordance with the Seller's own packing specifications.

Any additional packing or packing crates (for sea transportation or long life packing) required by the Customer shall be chargeable after acceptance by the Customer of a Seller's quotation.

The Customer and/or the Operator shall store the Item in accordance with Seller's instructions as from the date of delivery. In the case of any change in such instructions, the Seller shall inform the Customer.

The Customer shall not modify or change howsoever, in whole or in part, the packaging, branding or references of the Item, and shall refrain from using any Item that have been subject to such alteration or change.


The Warranty over the Item as set out hereafter shall be null and void if the storage conditions defined in such instructions are not applied correctly by the Customer and/or the Operator and Non-Operator.

## 7. DELIVERY

### 7.1. Lead-Times

The lead-times are valid for Items required for normal stock replenishment. Commercial conditions may be offered to the Customer for earlier delivery to be agreed with the Customer.

Seller shall endeavour to deliver the Item in accordance with the lead-times set out in the Spare Parts Price List or the quotation but these delivery times are only indicative. The Seller reserves the right, after written notice, to deliver the Item in a different lead-time than the

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one set out in the Spare Parts Price List. In such case all other terms and conditions arising from the corresponding Order and present Conditions of Sale remain unchanged.

For Items where a specific shelf life is requested, a full manufacturing period may apply instead of the Catalogue lead-time.

For Cash In Advance (CIA) Customers, Catalogue lead-time/provisioning activity shall start from the date of receipt of the full payment in Seller's bank account. If the Seller has issued IP recommendations in accordance with Article 7.2, which the Customer has not, even partially, followed, then the Seller shall not be bound to deliver the Items under the Catalogue lead-times.

### **7.2. Initial Provisioning and exceptional quantity**

Requirements for Initial Provisioning purposes or exceptional quantities will be separately discussed and delivery dates agreed in writing between the Seller and the Customer.

### **7.3. Incoterms®**

Catalogue Prices are valid for delivery of Item in accordance with the appropriate shipping Incoterms® 2020 published by the ICC, applicable as detailed below. FCA means the Item will be delivered at the nearest Seller's warehouse to a carrier or forwarding agent nominated by the Customer.


Shipping beyond the named FCA point can be arranged on behalf of the Customer on a separately chargeable or "collect" basis, i.e. that the carriage, insurance and freight charges are settled by the Customer. Should the Customer require this service the Customer is requested to expressly indicate such on the Purchase Order.

**7.4.** For all Items, the Customer is required to specify its nominated carrier/forwarding agent in the Purchase Order: Silence of the Customer shall entitle the Seller to elect its nominated carrier/ forwarding agent.

The Seller's use of its own nominated carrier/forwarding agent despite Customer's request shall not entitle the Customer to charge back the Seller, nor to withhold payment of corresponding Purchase Order.

Where de-regulated agents are nominated by the Customer, delays may be incurred that are outside the control of the Seller. The Seller shall in no case be held liable for such delays.

**7.5.** If the Customer does not timely collect the delivered Item, the Seller will store them at the Customer's account and expense. The Seller will be deemed to have achieved the delivery and will be entitled to receive due payment after delivery of the storage certificate.

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The Customer shall bear all transportation and insurance costs, together with all customs duties and taxes, as well as any further additional costs incurred after the delivery of the Item in accordance with the applicable Incoterms®.

**7.6.** Special transportation costs incurred to satisfy a Customer's Rush Order shall be notified by the Seller and added to the invoice.

### **7.7. Delay in delivery**

Delay in delivery shall not enable the Customer to reject any Item or fail to make complete payment in accordance with the payment terms set out herein. The Seller hereby excludes any and all liability to the Customer or any third party claiming through the Customer for any costs, damages or losses resulting from late delivery of any Item howsoever caused.

### **7.8 Buyer Furnished Equipment**

All BFE shall be delivered, on a free of charge basis, to Seller within the lead times as agreed between the Parties, at Seller's facilities according to Delivery Duty Paid (DDP) Incoterms®.

Customer warrants to Seller that all BFE shall meet and be in full compliance with all applicable regulatory requirements of the applicable Airworthiness Authorities in effect at that time of its incorporation into the Item and Customer shall deliver to Seller any documentation required by the applicable Airworthiness Authority.


Mislaid or damaged BFE caused by the default of Seller or Seller's employees, agents or subcontractors shall be promptly replaced by Customer at Seller's reasonable direct expense.

Unless otherwise agreed between the Parties, charges quoted by the Seller include the management and storage of the BFE pending delivery by Seller of the Item. However, Seller will not be held liable for late supply and/or faulty BFE and may request additional charges. In the event of late supply of BFE or faulty BFE, then:

- (i) The Scheduled Delivery Date of the Item shall be reviewed by and agreed between the Parties. If there is no agreement, then the Item's delivery date will be extended by the period of time between the expected delivery date and the actual delivery date of the non-faulty BFE; and
- (ii) Seller may charge Customer for Seller's reasonable costs incurred in storing the Item; and
- (iii) Seller may invoice Customer for the full sales price of the Item that cannot be delivered in accordance with the Scheduled Delivery Date.

Customer shall defend, indemnify and hold Seller harmless from any delay by, and/or loss, cost, expense, damage, and liability of Seller (including without limitation reasonable



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attorney's fees) (collectively, "Losses") arising out of or relating to the delay or non-conformance of BFE, BFE functional testing equipment, or related data. Losses may be attributable to production delays, Items delays, installation or integration problems, claims of infringement of the Intellectual Property Rights of third parties, defects, corrosion or other damage to other components of Items caused by or resulting from the BFE.

## 7.9. Emergency Deliveries

**7.9.1.** The Seller maintains a year round emergency service 24 hours a day on a 7 days a week basis (excluding for programmes listed in Article 7.8.3) and will advise the Customer of the actions taken on Rush Orders as follows:

- AOG Within 4 hours;
- Critical (Imminent AOG or work stoppage) Within the next business day
- Expedite (less than published or quoted lead-time) Within 7 days

**7.9.2.** AOG & Critical requirements:

Contact should be made with Safran Seats Services in order to ensure the quickest response. All AOG Orders should be notified to Seller by telephone at the time of the formal Purchase Order whether email, EDI or Spec2000. AOG Orders only notified to the Seller through email communication shall not be considered as properly notified to Seller who reserves the right to reject the subsequent AOG Orders.

Customer will be required in all AOG circumstances to:

- provide aircraft registration, location, and the required date/time for its return to service;
- ensure their nominated freight carrier forwarding agent identified within the Purchase Order is operating 7 days a week.


The Seller reserves the right to reject any AOG requirement which is not an AOG Purchase Order documented as defined here above, such as, but not limited to, request for quotation, exchange and lease request.

For all "AOG", "Critical" and "Expedite" Orders, the Customer acknowledges and agrees that it shall accept Items regardless of their remaining shelf life.

## 8. RECEIPT OF ITEM

**8.1.** In case of shipment of an Item at the Customer's risks and costs, quantities received by the Customer shall be deemed to be the quantities acknowledged by the shipper or carrier at the time of departure, without prejudice of article 8.2 below.

**8.2.** The Customer shall inspect the conformity of the Items supplied at the time of the receipt. In the event of non-conforming or missing Items, the Customer shall notify its

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reserves to the Seller within twenty (20) days following the receipt, by a written notice sent by email to register the claim at the Front Office’s email address as defined in article 5 herein or through any other tool subsequently communicated by the Seller. Failing that, the Items shall be deemed to be accepted by the Customer without reserves.

## **9. RETURN OF NON-CONFORMING ITEM**

**9.1.** In the event of non-conforming Item, the Customer may request the return of such non-conforming Item, subject to the written agreement of the Seller. This request for return shall only be taken into consideration provided that Customer’s reserves have been notified in accordance with Article 8 above. Such request shall be duly substantiated, together with undisputable evidence (such as but not limited to pictures of the Item and / or packaging) and the non-conformity report of the Customer quality inspector.

Each request shall make reference to the Purchase Order, as well as the date of the delivery slip identifying the affected Item. Any returned Item must be in new, unused and undamaged condition.

Any return made despite refusal of the request by the Seller, shall not be taken into consideration and shall have no suspension effect on the twenty (20) days acceptance period, as set out in Article 8.

**9.1.1.** If the return request is accepted by the Seller, Safran Seats Services representative shall issue a Return Material Authorisation (“RMA”) document.

After receipt of the RMA, the Customer has thirty (30) calendar days to return the Item. The validity of the RMA shall expire after the end of the 30 days period. The Item shall be returned in its original packaging (if undamaged) with all documents including a copy of Safran Seats RMA Order Acknowledgment and externally clearly labelled as an RMA.

The original EASA Form 1, or Certificate of Conformity must accompany the returned Item.

The returned Items shall be delivered DAP Incoterms® ICC 2020 at the Seller’s given address on the RMA. The Seller shall endeavour to issue a Non Conformity Report within 30 days after receipt of the returned Item that will validate the credit note issuance.


Credit notes in respect of returned Item will not be issued until receipt and inspection of the Item at the address indicated on the RMA, and acceptance of the claim.

Seller reserves the right to, at its own discretion, provides a standard exchange instead of a credit note.

For returns which give rise to customs duties, the Customer shall specify on all declarations to the carriers the words “Returned Item exempt from customs duties”.

Failing to do so, the Customer will be held fully liable for all costs incurred in connection therewith.

The Seller reserves the right to take delivery of the Item at the Customer’s facility under specific circumstances.

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**9.1.1.1.** If the Seller’s liability is demonstrated by the Non-Conformity Report and accepted by the Seller, the shipping costs for the return of the non-conforming Items will be borne by the Seller.

**9.1.1.2.** If the Seller’s liability is not demonstrated by the Non-Conformity report and rejected by the Seller:

- The Seller reserves the right to apply a re-stocking charge of a maximum of ten percent (10%) of current applicable Spare Parts Price of the affected Item;
- Freight to the Sellers nominated warehouse, on the returned Item shall be borne by the Customer (under DAP Incoterms® ICC 2020), unless otherwise agreed in writing by the Safran Seats Services Representative.

**9.1.2.** If the request for return is rejected by the Seller, the Safran Seats Services representative will not provide the RMA and the affected Item shall be deemed accepted by the Customer without reservation pursuant to Article 8.

**9.2.** Any non-conformity in Item becoming apparent after acceptance by the Customer shall be subject to the terms and conditions set forth in the “Warranty” clause hereunder.

## **10. EXPORT LICENCE**


**10.1** Items and/or Repair Services, or any part of them, may be subject to export laws and regulations which may include but not limited to (i) U.S, and/or French, and/or European Union export laws and regulations, and (ii) Customer local import laws and regulations, (hereafter referred to as the “Regulations”).

**10.2** Consequently, delivery of Items and performance of Repair Services herein may be conditioned upon obtaining export and import licenses as required by the Regulations (hereafter referred to as the “Licenses”).

**10.3** Each Party agrees to provide the other Party with all information and assistance in implementing such applicable Regulations as may reasonably be requested by the other Party for the performance of the Order governed by these Terms and Conditions.

**10.4** Seller shall not be held liable if any Licence is delayed, denied, revoked, restricted or not renewed by the concerned government authorities. The Parties agree to classify such event as an event of Force Majeure for Seller and therefore be governed by the provisions of Clause “Force Majeure”.

**10.5** As a consequence of the above Section 10.2, Customer agrees (i) not to export any Item or any part of it to any country not authorized under the terms of the Regulations, and

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(ii) not to export any Item or part of it to a country for which an export Licence or any other administrative authorization is required without previously having obtained such necessary Licence or authorization.

**10.6** Similarly, Customer warrants that it does not find itself under the control of a country or a person or company located in a country to which the export of Item is prohibited under the terms of any of the export laws.

**10.7** In addition to the terms outlined in Clause 10, Customer shall be required to confirm its compliance with additional export laws and regulations outlined in the template set out in Appendix 01 hereto.

10.8 Due to the EU and US restrictive measures in force, Safran Items and technologies cannot be transferred or re-exported directly or indirectly to any company located in a country subject to sanctions and/or embargo or for the use in this country, including but not limited to Russia, Belarus, Iran, North-Korea, Cuba, Sudan and Syria

## **11. PAYMENT**

### **11.1. Payment terms:**

All invoices are strictly net and are payable in full in the stated currency and in accordance with credit terms agreed with a duly authorised representative of Seller.

In any case the invoice will be payable in full no later than 30 (thirty) calendar days from the date of invoice.


**11.2.** No circumstance, including but not limited to delay in delivery, non-conformity or defect of the Item shall affect the terms of payment.

**11.3.** The Seller reserves the right to alter the terms of payment without prior notice or require immediate payment if the Customer fails to make any payment in due time or if, in the Seller's opinion, the Customer's financial condition requires so.

Such alteration or request for immediate payment shall be made in writing and the Seller may, at the same or any subsequent time, at its discretion, suspend delivery or terminate the supply of Item without liability to the Customer.

**11.4.** The Customer shall not deduct, set-off or debit any amounts owed to the Seller, whether relating to Seller's breach or otherwise, unless expressly authorized in writing by the Seller.

**11.5.** The Seller reserves the right to require upfront payment of the entire amount due by the Customer before acceptance of any Purchase Order. The Seller shall be entitled to withhold the issuance of the Order Acknowledgement until the corresponding payment is fully received by the Seller.

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At the time of payment, the Customer shall identify the invoice number to which such payment relates. Payment shall be made to the Seller by wire transfer, direct to the Seller's Bank Account. All payments shall be made in the currency invoiced.

#### **11.6. Delay in payment:**

Timely payment as stipulated herein is of the essence of these Conditions of Sales. The vouchers and bills of exchange for the payments of invoices must be established in the name of the Seller.

The Seller is entitled to exercise its rights under Article 11.3 in case of non-payment of invoices payable on any single due date.

In addition, Seller shall be entitled to:

- Declare Customer's performance in breach and cancel any order; and
- Repossess Items for which payment has not been made; and
- Withhold performance until all delinquent amounts and late interest, if any, are paid; and
- Deliver future shipments on a cash with order basis; and
- Charge storage or inventory carrying fees on Items or repaired items; and
- Recover all costs of collection including, without limitation, reasonable attorneys' fees; and
- If Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or
- Combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.
- Furthermore, the Seller reserves the right to suspend the performance of its own obligations until such time as the overdue payment is received.


Without prejudice to the Article 12 hereunder, in the event of late payment, late penalties shall be due starting from the day after the deadline for payment specified on the invoice, without any reminder being necessary. In this case, the interest rate for penalties shall be equal to three (3) times the legal interest rate applicable in France.

An additional amount of ten percent (10%) of the unpaid invoice amount will be automatically payable by the Customer to the Seller in compensation for costs incurred in connection with such delay.

#### **11.7. Discount**

No discount will be granted to the Customer in case of payment made in advance of the payment due date.

#### **11.8. New Customer terms**

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The Seller reserves the right to approve or deny any credit applications in its absolute discretion.

All new Customers wishing to place Purchase Orders with the Seller must provide, at the Seller's request, either an irrevocable, confirmed letter of credit in accordance with Seller's requirements or advance payment for the amount of the Purchase Order.

Existing Customers wishing to revise their credit limits should contact the Seller.

#### **11.9. Order cancellation for Cash in Advance Customer**


The Seller shall be entitled, without prior notice to cancel a Purchase Order placed by a Customer under Cash In Advance payment terms if the payment is not received within 30 days after the Purchase Order has been placed by the Customer.

**11.10.** The Seller may, subject to applicable laws, deduct any amount owed to the Seller by Customer as a set off against any amount owed to the Customer by the Seller, hereunder or under other agreements between them.

## **12. RETENTION OF TITLE**

**12.1.** The Customer hereby agrees that title to the Items shall pass from the Seller to the Customer upon payment in full of all sums due and payable by the Customer. Until such time as title to the Items provided by the Seller shall pass from the Seller to the Customer:

- The Customer shall treat such Items with due care and shall store them separately from other items owned by other seller to ensure their identification as Seller's property. The Customer shall notify the Seller, without any delay and by registered letter with acknowledgement of receipt, of all material incidents or legal changes (such as a third party's claim) which could affect any Item subject to retention of title;
- The Seller shall have absolute authority to retake, sell or otherwise deal with or dispose of all, any or part of the Item in which title remains vested in the Seller;
- For the purpose specified above, the Seller or any of its agents or authorized representatives shall be entitled at any time and without notice to enter any premises in which the Item or any part thereof, or any aircraft on which the Item or any part thereof is installed, is stored, kept or used, or is reasonably believed so to be;
- The Seller shall be entitled to seek any remedies provided by law, including a court injunction to prevent the Customer from selling, transferring or otherwise disposing of the Item.

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**12.2.** The Customer shall ensure compliance with the Seller’s rights and interests under this Article 12 in all circumstances, by any means and at its own expenses and not do or knowingly permit to be done any act or thing which might reasonably be expected to jeopardize the Seller’s rights and interests under this Article 12. If the Customer fails to carry out its obligations in respect of this Article 12, the Customer shall indemnify the Seller against all cost, expenses and damages which the Seller may incur or suffer due to this failure.

**12.3.** The Customer will, to the extent possible under applicable laws and at its costs, register, or procure that the same be registered, the retention of title over the Item in the appropriate registry of title and security in the Customer’s jurisdiction. The Customer further acknowledges that the Seller is entitled to notify to any third party the existence and the terms of all or part of these Conditions of Sale, including this Article 12, in a form and substance satisfactory to the Seller, at the cost of the Customer.

**12.4.** Should judicial proceedings prove to be necessary to allow the Seller to retake possession of the Item either subject to attachment or otherwise in possession of any third party, the Customer agrees to allow access by the Seller’s representatives to the Item at any time if still under the possession of the Customer and shall bear all costs resulting from any such judicial proceedings.


### **13. CONFIDENTIALITY**

The Customer shall keep confidential and protect against any release to third parties, the documents, information and data identified as confidential, or that by its content its intended to be, received from the Seller in relation to the Purchase Order (the “Confidential Information”).

The Customer shall:

- Hold in strict confidence the Confidential Information, and;
- Not disclose or place at the disposal of third parties the Confidential Information without prior written agreement of the Seller, and;
- Ensure that its personnel comply with all such obligations contained in this Article 13.

The Customer shall not reproduce or have reproduced the Confidential Information without the prior written agreement of the Seller. Upon Seller’s request, the Customer shall promptly return the Confidential Information or take the necessary measures as indicated by the Seller.

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The confidentiality obligations contained herein shall continue during a twenty (20) year period following the delivery of the last Purchase Order to the Customer.

#### **14. TERMINATION OF THE PURCHASE ORDER**

The Seller shall be entitled to terminate the Purchase Order immediately in full or in part in the following cases:

**14.1.** - In the event of failure by the Customer to perform any of its contractual obligations – such as payment - that has not been cured within eight (8) days following the receipt of a formal request to cure such breach; or

- To the extent permitted by applicable laws, if the Customer becomes insolvent, makes an agreement with creditors compounding debts or enters into liquidation whether compulsory or voluntary other than for the purpose of amalgamation or restructuring or suffers a receiver of the whole or part of its assets to be appointed;

In such cases, the full amount of the sums owed by the Customer shall become immediately payable and the Seller reserves the right to obtain full indemnification of the prejudice it suffered as a consequence of the Customer’s failure. In addition, the Seller reserves the right to suspend the performance of any outstanding Purchase Orders issued by the Customer, or any future Purchase Order, until the failure is duly remedied to the satisfaction of the Seller.

In case of termination for Customer’s breach, the Seller may withhold payment due for so long as the Customer is in breach and Seller shall be entitled to retake possession of the unpaid delivered Item.


**14.2.** If necessary, the Seller may, at any time, request the return of all documents relating to the Item and belonging to the Seller which the Customer has in its possession without the need of serving a formal request. The Customer undertakes to return such documents without delay. The Customer shall indemnify the Seller against all costs and expenses (including costs of carriage) incurred by the Seller in connection with such restitution.

**14.3.** For sake of clarity, the obligations described under Article 13 shall survive such termination.

#### **15. INTELLECTUAL PROPERTY RIGHTS**

**15.1.** Any piece of information included in the Catalogue, including but not limited to the plans, diagrams, specifications, technical and commercial nomenclature, documents of recommendation, instructions, patents, models, drawings, research, know-how, study and



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test results, are Confidential Information and shall remain the property of the Seller and shall be considered as Confidential Information under which Article 13 shall apply.

**15.2.** In case the Items are designed and manufactured in accordance with any plans, drawings or specifications provided by the Customer, the latter shall indemnify and hold the Seller harmless against any and all claims and damages resulting from any alleged or effective infringement of any third party's industrial or intellectual property rights relating to the use by the Seller of the abovementioned documents.

**15.3.** The Items, as well as their packaging, are sold under the Seller's trademark, to the express exclusion of all other trademarks, unless the Seller has given its prior written approval.

## **16. PROHIBITION OF SALES TO THIRD PARTIES**

The Customer shall not transfer any rights or obligations under a Purchase Order in whole or in part without having obtained the prior written agreement of the Seller.

The Customer shall refrain from reselling any Item to any third party without having obtained the prior written agreement of the Seller.

## **17. WARRANTY OF THE ITEMS**

### **17.1. General Warranty**

The Seller warrants that, subject to the terms of this Article, the Items shall be certified as airworthy and shall conform to applicable drawings and specifications and be free from defects in workmanship and material (collectively "Defects").


Seller's Warranty shall commence upon delivery of the Item to the Customer in accordance with Article 7.3 and continue for a period of 12 months thereafter.

Notwithstanding the foregoing, for Items which have a limited shelf/cure life, the Warranty shall apply for a period of 3 months from delivery of such Items to the Customer.

### **17.2. Warranty Administration**

The requested information / documentation includes the following:

- Part Number and Serial Number (where applicable);
- Number/references of Purchase/Repair order associated with the delivery of the product;
- Aircraft effectivity or serial number from which the product is removed;

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- Date the claim became apparent;
- Detailed description of claimed defects and circumstances.

Seller shall be entitled in particular but not exclusively 1) to ask for the return of the items or a sample hereof for expertise 2) to perform on-site inspections. This Warranty only applies to Defects discovered within such period and notified to the Seller within ten (10) days after discovery.

Warranty claim shall be duly documented as per the Seller's instructions dependent upon the affected Item. The Seller shall not take into account a Warranty claim that is not compliant with the above conditions or as long as any additional require information related to the Item has not been provided by the Customer.

Upon the Seller's request any Item alleged to be defective shall be identified, properly packed and returned to the Seller or as otherwise directed by the Seller at Customer's costs. If the Seller's inspection reveals that the Item is defective, the Seller shall, at its absolute discretion and at its costs, promptly refund, repair or replace the defective Item and reimburse the Customer's transportation costs. The Seller shall also provide on-site warranty repair when necessary.

If the Seller's inspection reveals that the Item is not defective, the Customer shall reimburse the costs incurred by the Seller for this inspection.

### 17.3. Warranty Limitations

**17.3.1.** This Warranty is applicable only if the Item following delivery from the Seller:

(i) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with OEM official documentation , service bulletins or other written instructions and in accordance with Airframer Airworthiness Directives;

(ii) has not been subject to accident, misuse, abuse, neglect, negligence, or which has not suffered foreign object damage;


(iii) does not contain parts not specified in the OEM's maintenance manuals or non OEM manufactured parts;

(iv) has not been used in a damaged state; and has not been disassembled, packed, modified, maintained and/or altered by anyone other than Seller or its subcontractors or other than in accordance with the OEM's written instructions;

(v) has its identification plate legible (where an identification plate exists);

(vi) has not been altered by the Customer or any third party;

In addition, the Warranty does not apply:

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(i) In case of normal wear and tear;


(ii) to any consumables Items including but not limited to elastomer Items since these Items can be affected adversely by undue exposure to heat, sun, water, ozone, or other deteriorative elements.

**17.3.2.** The Customer acknowledges and recognizes that it shall be compliant with the instructions of the applicable Component Maintenance Manuals (“CMMs”) issued by the OEM, including the use of replacement parts officially authorised by the OEM. In addition, it also acknowledges and recognizes that non-compliance with such instructions may substantially impede the Item performance and therefore, this warranty will be void and the Customer shall solely assume the full responsibility for any liability or performance degradation including affected authorised parts and assemblies, cost of operation and safety of operation of the entire engineering assembly resulting thereof. In addition, the OEM reserves the right, in such a case, to reject all warranty claims which the Customer might make with respect to any of the Items delivered to the Customer since the date the use of such part has been identified.

**17.3.3.** Further, this Warranty shall not apply where the aircraft, or system thereof, on which the Item is installed, is not operated or maintained in accordance with the aircraft or system manufacturer’s written instructions and all standard practices laid down by the applicable aviation authorities of any country in which the aircraft is operated and/or has been operated subsequent to its involvement in an accident resulting in “substantial damage” thereto as such term is defined in the Safety Board or where the Item has been in storage or immobilised for one (1) year from date of acceptance by the Customer. The Seller shall not constitute an installation certification of the Item. If the Item ordered does not fit with the type, configuration or standard of aircraft in which the Item shall be installed, the Seller shall neither warrant nor be liable for any direct or indirect damages arising from such installation.

**17.3.4.** For the purpose of this Warranty, an Item shall not be considered as being defective merely because some modification or alteration thereof is required to be made by an Airworthiness Authority or by any manufacturer’s service bulletin after delivery of the Item.

**17.3.5.** THE OBLIGATIONS AND LIABILITIES OF THE SELLER AND THE REMEDIES OF THE CUSTOMER EXPRESSLY STATED IN THIS WARRANTY (AND IN ANY AGREEMENT OF WHICH THIS WARRANTY MAY BE A PART) ARE INSTEAD OF, AND THE CUSTOMER UPON ACCEPTANCE OF ANY ITEM SHALL THEREBY AS A CONDITION OF SUCH ACCEPTANCE WAIVE, AS TO THE SELLER AND ITS ASSOCIATED COMPANIES, ALL OTHER CONDITIONS AND WARRANTIES (WHETHER AS TO MERCHANTABILITY, FITNESS, QUALITY, STANDARD OF WORKMANSHIP, FREEDOM FROM DEFECTS OR OTHERWISE) AND GUARANTEES OR LIABILITIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW OR OTHERWISE.

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**17.3.7.** This Warranty shall not be extended, altered or varied except by a written instrument executed by the Seller.

**17.4.** This Warranty is non-transferable and is applicable only to the original Customer to whom it was granted.

## **18. FORCE MAJEURE**

The Seller shall not be liable for any failure or delay in performing its obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence, including but not limited to, acts of God or the public enemy, war, warlike operations, terrorism, insurrections or riots, civil or foreign armed aggression, sabotage, fires, floods, exploding, earthquakes, natural disasters or serious accidents, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, judicial action, government requisition, restrictions, regulations or decrees relating to necessary supplies, governmental priorities, allocation regulations or orders affecting materials, facilities or completed Item, strikes or labour troubles causing cessation, slowdown or interruption of work, inability after due and timely diligence to procure materials, accessories, Item or parts, failure or delay in transportation, failure of a subcontractor or the Seller to furnish materials, accessories, Item or parts due to the above mentioned causes.

Such delay or failure shall not constitute a breach of these Conditions of Sale and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.


## **19. TITLE AND RISK – INSURANCE – LIABILITY**

Notwithstanding the provisions of Article 12, risk on Item shall pass to the Customer at the time the Item are placed at the Customer’s disposal, in accordance with the delivery terms applicable to the Purchase Order.

The Customer undertakes to subscribe and maintain until the transfer of title to the Customer or return of the Item to the Seller, from an AAA insurance company, an insurance warranty to cover “all risks property damage” to Item placed at its disposal or delivered. This insurance shall be sufficient to cover at all times the replacement value of the Item until full payment for the Item.

The Customer shall provide the Seller on demand with the corresponding certificate issued by the insurance company and shall identify the type of insurance policy, the amount of the coverage and the termination date, upon first request.

The Seller will be mentioned as an additional insured under such Customer’s insurance policies and that in case of any claim, for whatever reason, the compensation shall be paid

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by the Customer's Insurance Company directly to the Seller. Provisions for expiry of an insurance policy in case of a fault by the Customer shall not be opposed by the Customer's insurers to the Seller.

Furthermore, the insurance policies shall stipulate that the Customer's Insurance Company waives any right to claim against the Seller and its insurance companies.


**TO THE EXTEND PERMITTED BY ANY APPLICABLE LEGAL PROVISIONS, SAFRAN'S LIABILITY FOR ANY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE UNDER THESE TERMS AND CONDITIONS AND /OR ANY ORDER PLACED HEREUNDER, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE AFFECTED ITEM OR THE PRICE ALLOCABLE TO THE AFFECTED SERVICE WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL SAFRAN BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO: LOSS OF USE, COSTS OF SUBSTITUTE GOODS OR SERVICES, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BARGAIN OR GOODWILL...).**

## **20. ETHIC / ANTIBRIBERY / CORRUPTION**

"Each Party, their executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of these Conditions of Sale undertakes to perform its obligations and all conduct, activities and transactions related to these Conditions of Sale, in all circumstances by strictly complying with all applicable anti-corruption laws and regulations including but not limited to (i) the legal provisions against corruption in accordance with the OECD Anti-Bribery Convention of 1997, (ii) the United Nations Convention Against Corruption of 2003 (UNCAC), (iii) the local applicable anti-corruption laws, (iv) the 2016 French law "Sapin II", (v) the United Kingdom Bribery Act of 2010, (vi) the United States Foreign Corrupt Practices Act of 1977 including its amendments.

Each Party certifies that it has not granted nor received and shall not grant nor receive, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (money, gift, trip, invitation, etc.) to any individual, including public officials for the purpose of improperly inducing that any individual perform or fail to perform its official duties, or to assist one Party or the other in the exchange of Confidential Information during the performance of these Conditions of Sale in obtaining business, retaining business or securing any improper advantage;

In the event of failure to comply with this clause, each Party shall automatically have the right to terminate the Order in progress with immediate effect, without compensation, and without prejudice to any remedies, one Party may take against the other Party.

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## **21. PERSONAL DATA**

The Parties, as data controllers, exchange contact details of the persons in charge of the management of their business relationship and of the performance of their respective obligations herein. 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 hereunder, 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. CHANGE IN THE LEGAL SITUATION OF THE CUSTOMER**

The Customer shall give prior written notice of any change in its share capital composition such as a change of control, merger, acquisition and any winding up resolution, or sale of its goodwill, within thirty (30) days of its occurrence.


The Customer shall inform the Seller of any acquisition of shares in its capital even minority rights, by any company from the aeronautic sector, directly or indirectly, or by any other company having a conflict of interest with the Seller, within thirty (30) days of its occurrence. In the case of such acquisition of shares, granting to a third party the control of the Customer, the proper performance of the Purchase Order shall be guaranteed by that third party and the latter shall be jointly and severally liable for the contractual undertakings of the Customer.

If such a guarantee is not provided for within the required timeframe, the Seller shall be entitled to terminate the Purchase Order under the conditions of clause "Termination" and without prejudice to any compensation that the Seller could claim.

## **23. LAW AND JURISDICTION**

THE TERMS AND CONDITIONS AND ALL ORDER PLACED HEREUNDER SHALL BE GOVERNED BY THE LAW OF FRANCE EXCLUDING THE 1980 UN CONVENTION ON THE INTERNATIONAL SALE OF GOODS. ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PRESENT TERMS AND CONDITIONS OR ANY ORDER PLACED HEREUNDER SHALL BE FINALLY SETTLED UNDER THE RULES OF THE COURTS OF PARIS (FRANCE)

The failure of Safran to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or of the right thereafter to enforce each and every provision. No waiver by Safran, express or implied, of any breach of these Terms and Conditions shall be construed as a waiver of any other breach of the same.

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## 24. LANGUAGE

Unless otherwise agreed between the Seller and the Customer, all correspondence and documentation shall be written in the English language.

## 25. ELECTRONIC DATA INTERCHANGE

If the Customer decides to place Purchase Orders for Item using SPEC2000, other agreed EDI format, or on-line, then the Customer agrees to be bound by these Conditions of Sale and the Standard Terms of Use issued by the Seller to the Customer. The Customer agrees to place such Purchase Orders in compliance with such Standard Terms of Use issued by the Seller. Any Purchase Order which will not be in conformity with such language/format will be deemed rejected.

The Customer acknowledge that the Seller is not controlling the SPEC2000 system or network used for interchange and as such shall provide no guarantees in relation to any use of such system. The Customer acknowledges that the use of any portal/Spec 2000/EDI will have no effect on the applicable law.

Use of SPEC 2000 will be bound by the standard terms and conditions of the third party service Seller as accepted by the Customer.

The Customer shall bear all consequences of using SPEC 2000/ EDI format/on-line purchasing and waive any claims against the Seller in relation to such use.


### For the Customer

**Name:**

**Title:**

**Date:**

**Signature:**

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**APPENDIX 1 : END USER / COMPLIANCE STATEMENT**

End-User Statement	
<p>This Statement is necessary to confirm that Customer will comply with all applicable US export control laws and regulations, and that neither goods/items nor technology procured from <b>[SAFRAN SEATS ENTITY]</b> will be exported, re-exported, re-sold or transferred in any manner, except as authorized by the US laws and regulations.</p>	
I. PARTIES	
<b>Exporter</b> (SSFR / SSUS / SSGB)	
<b>Intermediate consignee and country (if any)</b>	
<b>End user</b>	
<b>Adress of End user</b>	
II. GOODS / ITEMS / TECHNOLOGY AND END USE	
<b>Purchased Goods</b>	
<b>End use</b>	
III. CONTRACT (if applicable)	
<b>Contract reference</b>	
<b>Contract signature's date</b>	
IV. COMMITMENTS	
<p><i>We, <b>[Customer name]</b> hereby certify that all U.S. items and technologies will be used in compliance with U.S. export laws and regulations, and will not be re-exported or retransferred except as authorized by such laws and regulations. In particular, we hereby certify that all such items will not be re-exported or re-transferred for military, nuclear, missile, chemical and biological, or maritime nuclear propulsion end-uses or end-users prohibited by the General Prohibitions set forth in EAR Part 736, EAR Part 744 and 746.</i></p> <p><i>We further certify that we will maintain all efforts to make sure that the items and any replica there-of (in case of technology also includes goods derived from U.S. origin items and technologies) will not be used, in their entirety or in part, in connection with the development, production, handling, operation, maintenance, storage, detection, identification, support or dissemination of military items, chemical, biological, radiological or nuclear weapons / other explosive devices or the development, production, maintenance or storage of missiles / other systems capable of delivering such weapons. We also certify that the above mentioned end-user is no part of armed forces or internal security forces, that it is not a Military End-User as defined in EAR Part 744.21, and that the above mentioned</i></p>	



*U.S. origin items, technologies and any replica thereof will be used for civil purposes only.*

- 'Military end use' means: incorporation into a military item described on the U.S. Munitions List (USML) (22 CFR part 121, International Traffic in Arms Regulations); incorporation into items classified under ECCNs ending in "A018" or under "600 series" ECCNs; or any item that supports or contributes to the operation, installation, maintenance, repair, overhaul, refurbishing, "development," or "production," of military items described on the USML, or items classified under ECCNs ending in "A018" or under "600 series" ECCNs*
- 'Military end user' means: the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support 'military end uses'.*

*If our company is owned by a parent company, has subsidiaries, or works in the frame of a Joint Venture, having military activities that falls into the above definition of Military end use, we hereby certify that we do not contribute or are involved in any manner in such military activities.*

*We are fully aware of the requirements of the Export Administration Regulations (EAR), the sanctions regulations administered by The Treasury Department's Office of Foreign Assets Control (OFAC) and the International Traffic in Arms Regulations (ITAR). This signed end-user statement therefore certifies that all items and technologies will be used in compliance with US export laws and regulations, and will not be re-exported or retransferred except as authorized by such laws and regulations.*

*In case of any change regarding the obligations specified in all the paragraphs here above, we shall notify immediately the supplier about the nature of the new changes.*

**Date:**

**Name:**

**Title:**

**Signature:**

**Stamp:**