

**GUIDELINES TO USE THE SAFRAN GROUP GPC FOR GERMAN
COMPANIES**

This document is confidential and must not be disclosed to the Supplier

This document is deemed to be a complement to the Standard and Aeronautical Supplies General Purchasing Conditions of SAFRAN Group Companies located in Germany.

For your information:

According to German law, General Purchasing Conditions (GPC) may not be enforceable if not individually negotiated. Therefore, it is essential that the GPC are transmitted to the Supplier for negotiations and to show that those negotiations took place.

It is important to transcribe on the purchase order the negotiated clauses and to have the signature of the Supplier on the Order form in order to avoid any misunderstanding.

To do so:

Two options are at your disposal (found below). You must choose one of the two following options when the order is issued on the basis of the GPC:

- **Add the mentions and negotiated clauses in the Order form (APPENDIX 1); or**
- **Sign a side agreement to the GPC (APPENDIX 2);** that contains the negotiated clauses and their newest version.

!!!: Do not accept any Sales Terms and Conditions without negotiations and discussions and propose for negotiations SAFRAN Group's GPC.

Negotiations can be made upwards or downwards as long as it can be proven that negotiations effectively took place!

APPENDIX 1

MENTIONS TO ADD IN EACH PURCHASE ORDER ISSUED BY SAFRAN GROUP COMPANIES LOCATED IN GERMANY

The **General Purchasing Conditions / General Purchasing Conditions Aeronautical Supplies¹** for SAFRAN Group companies in Germany dated of September 2019 are applicable to this order with the following specific conditions negotiated between the Supplier and the Purchaser.

[Include special conditions applicable to this order]

[Supplier]

[Purchaser]

[signatory full name]
[title]

[signatory full name]
[title]

¹ Only keep the chosen GPC and delete the other

APPENDIX 2

AGREEMENT TO THE GENERAL PURCHASING CONDITIONS/AERONAUTICAL SUPPLIES GENERAL PURCHASING CONDITIONS² FOR SAFRAN GROUP COMPANIES IN GERMANY REF-XXX

BETWEEN

[SAFRAN Group Company], a company incorporated and existing under the laws of Germany with a capital of **[Capital]**, whose registered office is located at **[Full Address]**, registered with the Corporate and Trade Register of **[City]** under number **[CTR Number]**,

Represented by **[Name]**, acting as **[Title]**, duly authorized for the purposes hereof,

Hereinafter referred to as "the Purchaser"

On the one hand,

AND

[Supplier], a company incorporated and existing under laws of **[Country]** with a capital of **[Capital]**, whose registered office is located at **[Full Address]**, registered with the Corporate and Trade Register of **[City]** under number **[CTR Number]**,

Represented by **[Name]**, acting as **[Title]**, duly authorized for the purposes hereof,

Hereinafter referred to as "the Supplier"

On the other hand,

The Purchaser and the Supplier are collectively referred to hereafter as the "Parties", or individually as the "Party".

² Keep only the chosen GPC and delete the other

WHEREAS:

Whereas, the Purchaser is a SAFRAN Group company specialized, in [...].

Whereas, the Supplier is in charge of the study, development, qualification, supply, industrialization, manufacturing and support³ of solutions for [Supplier activities].

Whereas, the Parties wish to set forth the terms and conditions under which the Purchaser may purchase the Supply referenced within its Purchase Orders to the Supplier.

Now, therefore, the Parties have decided to negotiate the dispositions of the General Purchasing Conditions/Aeronautical Supplies General Purchasing Conditions⁴ (herein after "GPC") signed by the Supplier and referenced in this document (herein after "Agreement").

After discussions and negotiations, the Parties hereby mutually agree to modify the GPC as set forth in this Agreement.

IT IS AGREED AS FOLLOWS:

ARTICLE 1

The purpose of this Agreement is to modify accordingly to the negotiations that took place between the Parties, the GPC as follows.

ARTICLE 2

Article X "....." of the GPC is canceled and replaced by the following:

.....

ARTICLE 3

The following addition is made to article X "....." :

.....

ARTICLE 4

Appendix X of the GPC is canceled and replaced by the Appendix attached.

ARTICLE 5

The provisions and Appendices of the GPC not modified in this Agreement remain in full force and effect.

In the event of contradiction between this Agreement and the GPC, the stipulations of this Agreement shall prevail over the GPC.

³ Paragraph to adapt according to the Supplier

⁴ Keep only the chosen GPC and delete the other

ARTICLE 6

This Agreement shall enter into force on the day of its signature by both Parties with retroactive effect as of...

Executed in as many original copies as the number of Parties

For the PURCHASER

For the SUPPLIER

Date :

Date :

Name :

Name :

Title :

Title :