

# GENERAL TERMS AND CONDITIONS OF SALE / SAFRAN SEATS USA LLC / 17 December 2021

## 1. Definitions

The terms and expressions used in this General Terms and Conditions of Sale with a capital letter shall have the meaning as defined below:

**“Additional Work”**: means any change of Product and/or Service required by the Customer and not originally defined as part of the scope of work of an Order.

**“Airworthiness Authority”** means as and where applicable (a) the Federal Aviation Administration (“FAA”) of the United States of America (“USA”), or the European Aviation Safety Agency (“EASA”) of the European Union and/or; (b) any other aviation authority.

**“CFE”**: means Customer Furnished Equipment which are equipment, components, systems, sub-systems and/or materials relating to, for use with or incorporation into the Product, that are to be furnished by Customer on a without charge basis.

**“Business Day”** means shall mean a regular working day (i.e. not a weekend or legal public holiday) in the USA.

**“Commercial Proposal”** means a set of dedicated commercial conditions provided to a given Customer which refers to Specific Conditions.

**“Conditions of Sale”** means the present general terms and conditions of sale.

**“Customer”** or **“Client”** means the legal entity designated in the Order.

**“Delivery”** means the act by which the Supplier delivers any Product and/or Services to the Customer under the terms defined in Article 9.

**“Excusable Delays”** means, notwithstanding any definition under local law or case law, any circumstances affecting either Party which is beyond the affected Party’s reasonable control and not occasioned by its fault or negligence, such as, but not limited to, all accidents affecting its facilities or its subcontractor’s facilities (including fire, explosion, machinery breakdown, inundation), any natural events, governmental actions, hostilities, riots, war (whether declared or not), civil commotion, terrorism, sabotage, epidemics, strikes, lock-outs, quarantine, any failure from or delay on the part of Customer or the aircraft manufacturer or any third party acting on behalf of them in supplying the CFE or any related data to Supplier, any failure from Customer in supplying conforming and/or timely CFE, and any delays in certification by Airworthiness Authorities.

**“Order”** means the document issued by the Client and sent to SAFRAN SEATS USA LLC, which notably sets out the description of the Supplies to be performed for the Client and referring to the Conditions of Sale.

**“Intellectual Property Rights”** means any intellectual and industrial property rights (whether registered or not and including applications for registration) such as patent rights, patent applications, copyrights, trademarks, design rights, database rights, utility models rights and domain name rights, including, without limitation, intellectual property rights attached to, inventions, reports, know-how, designs, rights of confidentiality, test results, manufacturing processes, specifications, computer software (in source and object code format), rights in technical information, authors’ rights, drawings, logos, trade manes, plans, any sort of data, technical notes, prototypes, processes, methods, trade secrets, algorithms, any technical-related documentation existing anywhere in the world.

**“Products”** means any item, goods and/or Services described in the Order sold or supplied by SAFRAN SEATS USA LLC, of whatever nature

(equipment, machinery, spare parts, raw materials or any other goods or Services, etc.).

**“SAFRAN SEATS USA LLC”** or **“Supplier”** means the company SAFRAN SEATS USA LLC, which head offices are at 2000 Weber Drive, Gainesville, Texas 76240 USA and its affiliates defined as any entity which controls or is controlled by, or is under joint control of SAFRAN SEATS USA LLC, in the name of which the Order is issued.

**“Scheduled Delivery Date”** means the Delivery dates provided in the Commercial Proposal or as mutually agreed between the Parties.

**“Services”** means any service associated with the sale of Products.

**“Technical Publications”** means any and all data in regard to operational, maintenance, quality control or any other relevant data or part thereof, necessary or useful for the complete and satisfactory use, operation, installation, maintenance, servicing, and overhaul of the Products, provided by Supplier hereunder.

## 2. General

**2.1** These General Terms and Conditions of Sale are applicable to all sales of Products carried out by SAFRAN SEATS USA LLC.

The sales of Products shall exclusively be governed by the present Conditions of Sale and the specific conditions and technical specifications agreed by a written statement between the Customer and SAFRAN SEATS USA LLC, to the exclusion of any other document. As such, SAFRAN SEATS USA LLC expressly excludes the application of any general terms of purchase of the Client as well as any document issued by the Client in relation to the Order. This Conditions of Sale supersede any inconsistent condition set out in the correspondence, declarations or agreements between the parties prior to the Order.

**2.2** The Conditions of Sale and the specific conditions provided for in the Order/Commercial Proposal constitute the sole agreement between the Client and SAFRAN SEATS USA LLC.

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

- The Purchase Order as accepted in the Order Acknowledgment;
- If any, the Specific Conditions (as defined below) concluded by the Customer and SAFRAN SEATS USA LLC;
- These General Terms and Conditions of Sale.

**2.3** These Conditions of Sale may only be modified by a written statement signed by an authorised person from the Commercial Department of SAFRAN SEATS USA LLC, approving such modification.

**2.4** All exchanges of communication between the Client and SAFRAN SEATS USA LLC must be in writing, unless otherwise agreed in writing. Other methods of communication, particularly Electronic Data Interchange (EDI), must first be expressly accepted in writing by SAFRAN SEATS USA LLC in order to render such communication enforceable within the framework of an EDI agreement issued by SAFRAN SEATS USA LLC.

## 3. Products and Services

**3.1** All sales of Products are final and Products cannot be returned or exchanged without prior written agreement from SAFRAN SEATS USA LLC. The Client shall not modify or change, in whole or in part, the packaging, branding or references of the Products nor the nature of the Products themselves at the date of Delivery, nor to use any Product that has undergone such alteration or change.

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Except in cases where the Client has expressly required SAFRAN SEATS USA LLC to develop the Products, SAFRAN SEATS USA LLC cannot accept any responsibility with respect of the development of such Products.

**3.2** The nature and the extent of the Services supplied by SAFRAN SEATS USA LLC shall be defined in specific conditions, or General Terms Agreement ("GTA"), Specific Terms Agreement ("STA"), side letters, supplemental agreements, additional terms etc. (each hereafter referred to as the "**Specific Conditions**") as agreed between the Client and SAFRAN SEATS USA LLC.

### **4. Commercial Proposals**

SAFRAN SEATS USA LLC will only be bound by a Commercial Proposal established on SAFRAN SEATS USA LLC's letterhead.

Unless otherwise agreed, the validity of any Commercial Proposal or estimate provided by SAFRAN SEATS USA LLC therein is limited to a period of one (1) month from the date of issuance of such Commercial Proposal or estimate, and shall in any case always be subject to availability of stock.

### **5. Orders**

**5.1** All Orders issued by the Client will only be binding and enforceable against SAFRAN SEATS USA LLC upon their written acceptance by SAFRAN SEATS USA LLC within five (5) Business Days of receipt of the Order and the receipt by SAFRAN SEATS USA LLC of all necessary export/import licences where applicable. The Customer shall obtain at the appropriate time any authorisation, licence or approval of the administrative authorities that SAFRAN SEATS USA LLC is not expressly charged to provide in the Order.

**5.2** Orders must contain the precise references as stated in the Commercial Proposal provided by SAFRAN SEATS USA LLC.

The Client shall provide SAFRAN SEATS USA LLC in accordance with Commercial Proposal with all the information, and specifications required for the manufacture of the Products in accordance with the intended use and generally all information which shall be necessary to the performance by SAFRAN SEATS USA LLC of its obligations regarding the Order and which does not engage SAFRAN SEATS USA LLC's liability on the base of the Specific Conditions.

The Order shall be compliant with the Minimum Order Quantity or Minimum Order Value of defined in the Commercial Proposal.

**5.3** The Client shall remain responsible for:

- the choice of the Products and their fitness for their intended use; and
- all information required in accordance with Article 5.2 above.

The Client must confirm that all details set out in the in the Order acceptance issued by SAFRAN SEATS USA LLC are correct and must notify the same immediately in case of any error. Where such error has not been notified to SAFRAN SEATS USA LLC within five (5) Business Days, the terms, specifications and details featuring on such acceptance of Order will be considered as having been duly accepted by the Client.

**5.4** No Order can be assigned without prior written consent from SAFRAN SEATS USA LLC. SAFRAN SEATS USA LLC shall not bear any liability in cases of error of delivery or non-conformity of the Products due to the Client's noncompliance with the Conditions of Sale. All returns of Products should be made in accordance with the provisions of Article 16 - "*Claims and returns*".

### **6. Modification of an Order**

**6.1** Any modification or cancellation of an Order shall require SAFRAN SEATS USA LLC's prior written agreement. Any modification subsequent to the issuance and acceptance of Order shall result in additional invoicing and an adjustment of the Product delivery periods.

A modification of the Order will be effective only when an express agreement on the price, any conditions associated with the Product is made between SAFRAN SEATS USA LLC and the Customer.

However, if the Customer cancels an Order, SAFRAN SEATS USA LLC shall reserve the right to claim for Non-Recurring Price ("NRP") and/or Recurring Price ("RP") compensation up to one hundred percent (100%) of the Product price, as described in the Commercial Proposal.

**6.2** SAFRAN SEATS USA LLC may, during the performance of the Order, modify the Products without affecting the essential characteristics of the Products covered by the Order.

If such Product modifications make more difficult or even impossible the performance of the Order, in particular as regards to price and/or delivery periods, the conditions of price and/or delivery periods of the Order will be adjusted by way of formal amendment and signed by SAFRAN SEATS USA LLC and the Customer.

### **7. Development and study costs / Additional Work**

**7.1.** It is agreed between the Parties that the performance of Additional Work by Supplier is subject to available resources from Supplier.

**7.2.** In the event of Additional Work, Supplier will, upon request of Customer, provide in writing a quotation to be reviewed and agreed in writing by Customer prior to starting such Additional Work.

### **8. Customer Furnished Equipment**

**8.1** All CFE shall be delivered, on a free of charge basis, to Supplier within the lead times as agreed between the Parties, at Supplier's facilities according to Delivery Duty Paid (DDP) Incoterms® 2020.

**8.2** Customer warrants to Supplier that all CFE 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 Product and Customer shall deliver to Supplier any documentation required by the applicable Airworthiness Authority.

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

**8.4.** Unless otherwise agreed between the Parties, charges quoted by the Supplier under the Commercial Proposal include the management and storage of the CFE pending Delivery by Supplier of the Product. However, Supplier will not be held liable for late supply and/or faulty CFE and may request additional charges. In the event of late supply of CFE and/or faulty CFE, then:

(i) The Scheduled Delivery Date of the Product shall be reviewed by and agreed between the Parties. If there is no agreement, then the Products Delivery date will be extended by the period of time between the expected Delivery date and the actual Delivery date of the [non-faulty] CFE; and

(ii) Supplier may charge Customer for Supplier's reasonable costs incurred in storing Products; and

(iii) Supplier may invoice Customer for the full sales price of the Product that cannot be delivered in accordance with the Scheduled Delivery Date.

8.5. Customer shall defend, indemnify and hold Supplier harmless from any delay by, and/or loss, cost, expense, damage, and liability of Supplier (including without limitation reasonable attorney's fees) (collectively, "Losses") arising out of or relating to the delay or non-conformance of CFE, CFE functional testing equipment, or related data. Losses may be attributable to production delays, Product 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 Products caused by or resulting from the CFE.

**9. Delivery and Transfer of Risks**

**9.1 Delivery**

Unless otherwise agreed in writing between SAFRAN SEATS USA LLC and the Client, the Products are sold either FCA SAFRAN SEATS USA LLC warehouse (FCA - Incoterms® 2020) or DAP as stated in the Commercial Proposal (DAP - Incoterms® 2020) at the place indicated in the accepted Order. The Client shall collect the Products within two (2) days of the date they are delivered by SAFRAN SEATS USA LLC.

If the Client does not collect the delivered Products within such two (2) day time period, SAFRAN SEATS USA LLC will store them and shall be entitled to charge the Client storage fees. SAFRAN SEATS USA LLC will be deemed as having carried out the Product Delivery and will be entitled to receive due payment from Client after submittal of the storage certificate.

Once the Products leave the SAFRAN SEATS USA LLC warehouse, the Client bears all transportation and insurance costs, together with all customs duties and taxes, as well as any further additional costs incurred.

Required authorization, permits or any other formalities (notably with respect to import or exchange control) shall be obtained or accomplished in due time by the Client under Client's full responsibility. The Client shall advise SAFRAN SEATS USA LLC of the need for, and guarantee that it will apply and obtain, all necessary formalities and authorizations, and confirm their completion to SAFRAN SEATS USA LLC.

**9.2 Transfer of Risk - Retention of Title**

The Parties expressly agree that the Products are shipped at the Client's risks.

SAFRAN SEATS USA LLC retains full ownership of the Product(s) until complete payment of all of SAFRAN SEATS USA LLC's receivables arising out of an Order.

SAFRAN SEATS USA LLC reserves the right, at any time, to claim its ownership right of full possession of the Products and related documents in the event of Client's non-payment of any single instalment. The Client undertakes to return the Products at its own costs and expenses on first demand of SAFRAN SEATS USA LLC.

Until complete payment of the price is received, the following provisions will apply:

1. The Customer will be considered as an authorised depositary of SAFRAN SEATS USA LLC and will identify SAFRAN SEATS USA LLC as the exclusive owner of the Products. The Customer shall treat the Products subject to retention of title with the due care and shall store them separately from Products owned by other suppliers to ensure that they shall be identified as SAFRAN SEATS USA LLC's property.

2. The Customer will be able to use the Products only in accordance with the instructions of SAFRAN SEATS USA LLC. The Customer shall refrain from transforming, reselling, laying out or granting to third parties with any right for such Products. The Customer will maintain the Products in good condition and will allow SAFRAN SEATS USA LLC to inspect, protect and/or recover such Product.

Until the transfer of ownership, SAFRAN SEATS USA LLC will be able to claim and take possession of the Products without prejudice of any other rights.

"Hardship Clause. The Parties shall negotiate in good faith modifications to the Commercial Proposal or Purchase Orders of the present general Terms and Conditions, if the performance of some obligations arising from therein become excessively onerous for the Supplier due to an event beyond the Supplier's reasonable control such as major changes in production, labor and transport costs, and exchange rate fluctuations, changes in law or applicable engineering standards. If an agreement concerning such modification is not achieved within two months after the Supplier's notification, the Supplier may terminate the Purchase Order with immediate effect".

**10. Delivery - Performance**

Delivery dates and/or Delivery periods referenced in the Order, in the Orders confirmation or in the Specific Conditions are indicative and not binding and shall not constitute an irrevocable obligation for SAFRAN SEATS USA LLC.

Furthermore, the time period for Delivery will be automatically extended in the following cases:

- a) Client's non-payment, for whatever reason, of any invoice on the due date,
- b) in case the performance of the Order and/or the supply of the Products requires the use of material and/or components which are commonly difficult to procure, and/or, scarcity of which has been confirmed in trade publications, unless the Client provides SAFRAN SEATS USA LLC with such material within an appropriate time period and in sufficient quantity,
- c) in case of late delivery by a supplier imposed upon SAFRAN SEATS USA LLC by the Client,
- d) in case of modification of the specifications of the Order or of the Specific Conditions,
- e) in case explanations, additional information or approval of technical specifications by the Client required for the performance of the Order or supply of the Products are not provided to SAFRAN SEATS USA LLC in within five (5) Business Days.
- f) in case of Excusable Delay as defined herein.

**11. Carriage**

Under no circumstances may SAFRAN SEATS USA LLC, for whatever reason, be held responsible for damages to the Products which have arisen due to Products loading or carriage. In addition, SAFRAN SEATS USA LLC cannot be held liable for the loss of Products, delays in delivery attributable to the carrier or to any third party, or in any case of Excusable Delay.

**12. Receipt of Products**

The Customer shall be liable for the inspection of the Products and of their fitness in every aspect with their intended to use (or with the Customer's required purpose).

The Client shall inspect the conformity of the Products supplied at the time of their delivery. Any reservation shall be notified to SAFRAN SEATS USA LLC within seven (7) days following the Delivery of the Products by a letter sent by registered post with acknowledgement of receipt, failing that the Products shall be deemed to be accepted by the Client without reservation.

In case of non-conformity of the Products duly acknowledged by SAFRAN SEATS USA LLC, such non-conformity will confer upon the Client the right to compensation by means of spare parts credit note in an amount equal to the price of the Order.

**13. Price**

Prices quoted by SAFRAN SEATS USA LLC are net pricing, exclusive of all taxes.

Prices are fixed in accordance with the Commercial Proposal and subject to yearly revision, unless otherwise agreed in the Commercial Proposal.

**14. Payment**

**14.1** All invoices will be sent by email and/or post from the Supplier to the Customer's accounts payable department at the address specified in the Order.

**14.2** Any and all invoices for supply of Products and/or performance of Services will be issued (a) with respect to Products, upon dispatch of each Product to Customer and/or (b) with respect to Services, upon completion of the performance of Services by Supplier or any other time as agreed between the Parties.

**14.3** All amounts due shall be payable by Customer in the currency as defined in the Order by wire transfer in accordance with Supplier's bank account details, within thirty (30) days from the issuance date of the relevant invoice, unless otherwise agreed.

All payments shall be made without any deduction, withholding or offset (including set-off of any claim or dispute).

**14.4** The Supplier reserves the right to alter the terms of payment without prior notice or require immediate payment if, in the Supplier's opinion, the Customer's financial condition requires so. Such alteration or request for immediate payment shall be made in writing and the Supplier may, at the same or any subsequent time, at its discretion, suspend delivery or terminate the supply of Item without liability to the Customer.

**14.5** The non-payment of invoices payable by any single due date will immediately cancel the thirty (30) day payment term. Accordingly, the total price will become immediately payable.

In the case of non-payment or late payment, and without prejudice to any further rights, claims or recourse available to SAFRAN SEATS USA LLC, any and all unpaid amounts will bear interest calculated at three percent (3%) above the six (6) month LIBOR rate as announced or or about the due date as amended from time to time.

**14.6** Supplier shall be entitled to suspend the performance of its own obligations until such time as the overdue payment is received.

**14.6** It is expressly agreed that SAFRAN SEATS USA LLC is fully entitled to set off at all times any amounts owing to the Client against any sums owed by the Client.

**14.7** Dispute or enforcement of the warranty provision shall not be a cause of suspension of payments.

**15. Excusable Delays**

SAFRAN SEATS USA LLC shall inform Customer about the occurrence of Excusable Delay events in a reasonable manner.

**15.1** Both Parties shall be excused from delays in Delivery and performance of any contractual obligations to the extent caused by Excusable Delays. Notwithstanding the foregoing, any Excusable Delays shall not relieve Customer from its payment obligation.

**15.2** Excusable Delays shall not entitle either Party to terminate the relevant Order and neither Party shall be in breach of its contractual obligations, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations due to the occurrence and continuation of an Excusable Delay.

**15.3** The due date of any performance affected by an Excusable Delay may be extended by the period of time that the non-performing party was prevented from performing its obligation or as mutually agreed.

**16. Claims and returns**

**16.1** All returns of Products are subject to the prior written agreement of SAFRAN SEATS USA LLC. Refusal of Products and/or claims will only be taken into consideration if SAFRAN SEATS USA LLC has been notified by registered letter with acknowledgement of receipt within eight (8) days following the Delivery of the Products, which request is to be accompanied by the reasons for refusal or for claim, together with indisputable evidence.

Each claim shall indicate the reference of the Order, as well as the date of the Product Delivery identifying the Products subject to complaint.

**16.2** Rejected Products shall be returned to the premises DDP and the packaging shall clearly indicate the name of the Client.

Spare parts credit notes in respect of returned Products will not be issued until after receipt of the Products.

Acceptance of the claim and will be subject to deduction of costs for carriage and packaging.

In the event of dispute relating to the quality or the quantity of the Products, only a spare parts credit note issued by SAFRAN SEATS USA LLC will grant full right of recovery to the Client.

**16.3** For returns made from foreign countries, the Client shall specify on all declarations to the carriers the words "Returned goods exempt from customs duties". Failing that, the Client will be held fully liable for all costs incurred in connection therewith.

**17. Warranty - Exclusions**

**17.1.** To the extent that Customer complies with all of its obligations under these Conditions of Sale, the Supplier shall comply with the terms of this Article 17.

The Supplier warrants that at the date of Delivery, each Product shall:

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- Comply with the Supplier's technical specifications effective at the time of Delivery
- Be free from defects in or attributable to workmanship
- Be free from defects in or attributable to the materials employed therein
- Be free from defects in design (to the extent the Supplier is responsible for the design)

This warranty shall apply for the periods set forth in the Commercial Proposal starting from the original date of Delivery of the Product.

**17.2** The Parties expressly agree that the warranty shall be limited either to the Supplier's repair free of charge of the Products, or the replacement of the defective Products, returned to SAFRAN SEATS USA LLC's premises and acknowledged as being defective by SAFRAN SEATS USA LLC technical staff. SAFRAN SEATS USA LLC shall have exclusive and final say in determining which of the above, replacement or repair, shall be made. If upon inspection SAFRAN SEATS USA LLC determines that the Products are not defective, the costs of such inspection will be invoiced to the Client for payment in accordance with Article 14.

**17.3** Under no circumstances will a Product claim under the warranty have the effect of extending the warranty duration of such Product.

**17.4** Supplier's warranty obligations are conditional upon: (i) Customer performing scheduled maintenance in accordance with the requirements of the related Supplier's Component Maintenance Manual (CMM), Aircraft Maintenance Manual (AMM), and service bulletin, (ii) Customer's adherence to Supplier's maintenance program, if applicable, and (iii) Customer submitting any warranty claim in accordance with the present General Terms and Conditions of Sale and/or any applicable Specific Conditions.

**17.5** Furthermore the warranty shall not apply, and SAFRAN SEATS USA LLC declines any liability, in the following cases:

- Where any maintenance, repair, overhaul, modification, installation, storage, packaging, operation or use is improper or not in accordance with the applicable Supplier's instructions, Airworthiness Authorities directives and Technical Publications (including service bulletins or CMM) or Aircraft manufacturer's instructions, and/or made by anyone other than the Supplier or Supplier's authorized repair and overhaul shop; and/or
- Deterioration of the Product due to any accident, misuse, mishandling, negligence or Foreign Object Damage (FOD) or any proven interference from Aircraft systems or components which are not the responsibility of Supplier and/or by CFE; and/or
- use of a part manufacturer approval (PMA) part not approved by Supplier on a Product; and/or
- use of any part not recommended by Supplier in its Technical Publications; and/or
- any intentional removal of the Supplier's trademark, name, part number or serial number on any Product or a sub-assembly or piece part from the Product; and/or
- any item originally provided by Customer and/or as CFE; and/or
- normal wear and tear of any Product.

### 17.6. Warranty Process

If, upon Supplier's sole discretion, a Product fails to comply with the warranty granted in this Article, the Supplier shall make all necessary repair or replacement of such Product to make it comply with such warranty.

In order for that Product to be repaired or replaced, the Customer shall notify the Supplier of such Product's defect to within (30) days from discovery by way of a warranty claim.

Claims cannot be brought after the expiry of the agreed limitation period.

Each warranty claim must set forth the following data:

- part number
- designation
- serial number
- detailed reason for removal
- identification of the aircraft
- address to which the Product is to be returned (if required by the Supplier)
- date of Delivery of the affected Product
- date alleged defect was discovered

The Supplier shall have the right upon receipt of such warranty claim to request for the return of the Product to Supplier's facilities, or to dispatch, at the Customer's costs to a working team to inspect and test the claimed defective Product.

Upon analysis, the Supplier may reject the warranty claim, and shall notify the Customer within ninety (90) days following the receipt of such warranty claim. If the Supplier accepts the warranty claim, the Supplier shall at its sole discretion:

- a) repair or replace the defective Product, or
- b) authorize the Customer to repair or replace the defective Product. In this event the Supplier will reimburse by the way of a spare parts credit note, the costs incurred by the Customer at the labour rate and labour time specified by the Supplier.

The repaired or replaced Product shall be warranted for a period of twelve (12) months or for the remaining time of the defective Product's warranty whichever shall occur later.

The remedies provided under this Article 17 shall be the only warranty remedies available to Customer.

To the extent a warranty claim is validated by Supplier, Supplier shall be responsible for the shipping cost, otherwise Customer shall be responsible.

In no event shall the Supplier be liable for any amount of a Product warranty claim exceeding the selling price of such affected Product.

ALL WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONDITIONS OF SALE AND ANY EXTENSION OF THIS WARRANTY WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS SET FORTH IN WRITING AND SIGNED BY SUPPLIER'S AUTHORIZED REPRESENTATIVE. THE REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER WITH RESPECT TO ANY WARRANTY CLAIMS RELATED TO THE PRODUCTS. ACCORDINGLY, CUSTOMER SHALL HAVE NO RIGHT OR REMEDY AT LAW OR IN EQUITY FOR ANY CLAIMS, EXPENSES OR DAMAGES ARISING OUT OF OR RELATED TO PRODUCTS IN BREACH OF WARRANTY AS DEFINED UNDER ARTICLE 17.

**18. Liability**

**18.1** To the fullest extent permitted by applicable law, SAFRAN SEATS USA LLC and its agents, representatives and employees shall not be liable to Customer and/or any third party for any indirect or consequential damages suffered or incurred by Customer or its sub-contractors, agents, representatives and employee hereunder in connection with this General Terms and Conditions of Sale or Order.

Without prejudice to the foregoing, the Parties expressly agree that Supplier shall not be liable for Customer's on any third party's loss or revenue, loss of profit or anticipated profits or loss of use of any property, right or capital or revenue, loss of an opportunity, loss of clientele, any downtime cost including the cost of replacement of substitute aircraft, flight delays or cancellations, loss of goodwill or loss of reputation, diminution of value, stigma damages, or any other claim for a change in the value of an aircraft, or loss resulting from business disruption even if the Customer was advised of the possibility of such damages and regardless of the form of actoin, whether in tort, contract, strict liability or otherwise which may have arisen, as a result of the purchase, or the use or impossibility to make use of the Product or of the performance of the Services by the Client.

In any case, SAFRAN SEATS USA LLC's liability related to the Products for any damage, whatever the nature and extent shall be limited to a maximum of ten percent (10%) of the value of such Product within the Order.

**18.2** The Customer waives, for Customer's account and that of Customer's insurers, any rights against SAFRAN SEATS USA LLC, its insurers, its subcontractors and suppliers, for indemnification arising out of damages caused by SAFRAN SEATS USA LLC, its subcontractors and suppliers, above the limits and exclusions mentioned in the present General Terms and Conditions of Sale.

**18.3** SAFRAN SEATS USA LLC shall be released from any liability in cases of Excusable Delay (i) that might result in delays or impossibility to manufacture or Delivery of the Products or to perform Services, or (ii) in case of breach by a third party of any of its obligations.

**19. Confidentiality**

The Client undertakes to treat as confidential all information supplied by SAFRAN SEATS USA LLC and shall take all necessary measures to ensure that neither the Client, nor any of its employees, agents, suppliers, subcontractors, or other interested party whether involved on a permanent or temporary basis, shall communicate or disclose to any third party any information, in particular specifications, formulae, designs and drawings concerning SAFRAN SEATS USA LLC's Products for a period of twenty (20) years.

The Client is prohibited from publicizing any details related to the Client's business dealings with SAFRAN SEATS USA LLC except where SAFRAN SEATS USA LLC has given its prior written authorization.

**20. Intellectual Property Rights**

**20.1** All Intellectual Property Rights shall remain the property of SAFRAN SEATS USA LLC.

**20.2** Development and study costs necessary for the performance of specific Orders carried out by SAFRAN SEATS USA LLC will be payable by the Client, However, all rights attached to such developments and studies, including all Intellectual Property Rights, shall at all times remain the full ownership of SAFRAN SEATS USA LLC unless otherwise agreed in the Commercial Proposal.

In case the Products are designed and manufactured in accordance with any plans, drawings or specifications provided by the Client, the Client shall indemnify and hold SAFRAN SEATS USA LLC harmless against any and all claims and damages resulting from any alleged or effective infringement of any industrial or intellectual property rights belonging to third parties relating to the use by SAFRAN SEATS USA LLC of the abovementioned documents.

**20.3** The Products, as well as their packaging, are sold under the "SAFRAN SEATS USA LLC" trademark, to the express exclusion of all other trademarks, unless SAFRAN SEATS USA LLC has given its prior written approval.

**21. Termination**

**21.1** SAFRAN SEATS USA LLC shall be entitled to terminate an Order immediately in full or in part in the following cases:

a) In the event of failure by the Client to perform any of its contractual obligations whatsoever, the Order shall automatically be cancelled as of right at the discretion of SAFRAN SEATS USA LLC without any further formality and without prejudice to its rights to claim damages, where SAFRAN SEATS USA LLC has served notice for performance by registered post with acknowledgement of receipt and where after eight (8) days of service thereof the Client has failed to rectify the situation in whole or in part;

b) If the Client ceases to operate its business activities or if some proceedings for the purpose of winding up of the Client are opened, SAFRAN SEATS USA LLC shall be entitled to claim for, in accordance with the applicable legal provisions, termination without notice of full or part of the Order, by registered post with acknowledgement of receipt;

c) In case of significant social or industrial reorganization of the Customer which might affect the satisfactory performance of the Order.

**21.2** SAFRAN SEATS USA LLC reserves the right to terminate the Order without reason and at any time.

**22. Personnel**

For any supply of Services, even where such supply of Services is performed at the Client's premises, SAFRAN SEATS USA LLC retains, in all circumstances, the full authority and control over its personnel in relation to whom it will also provide social, administrative and accounting services. These personnel will provide an updated report of the progress of the works undertaken and the performance of the Services to the sole representative appointed by SAFRAN SEATS USA LLC.

During the performance of the Order, the Client shall be an independent contractual party and shall not be considered as an agent or employee of SAFRAN SEATS USA LLC. There is no subordinated relationship between SAFRAN SEATS USA LLC and the Client or any of the Client's employees.

**23. Anti-bribery and corruption**

Customer and Supplier undertake to comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the French regulation, United Kingdom Bribery Act 2010, the OECD convention on combating bribery of public officials in international business transactions and the United States 1977 Foreign Corrupt Practices Act in connection with the performance of Customer and Supplier's respective contractual obligations.

**24. Change of Control**

The Customer shall give written notice of any change of its name, or 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 provide written notice informing SAFRAN SEATS USA LLC 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 SAFRAN SEATS USA LLC, within thirty (30) days of such acquisition.

In case of such acquisition of shares leading to granting to a third party the control of the Customer, the proper performance of the Order shall be guaranteed by that third party and the latter shall be jointly and severally liable for the contractual undertakings of the Customer, in accordance with an express written statement, to be provided to SAFRAN SEATS USA LLC within two (2) months after the occurrence of such acquisition of shares. If such guarantee is not provided for within the required timeframe, SAFRAN SEATS USA LLC shall be entitled to terminate the Order under the conditions herein and without prejudice to any compensation that SAFRAN SEATS USA LLC could claim.

**25. Personal Data**

The Customer and Supplier, 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 contractual obligations. The Customer and Supplier undertake to comply with the national and European regulations regarding data protection and in particular in particular the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the "GDPR") as well as all texts enacted on a subsidiary basis to implement the GDPR by any Member State(s) of the European Union which Customer and Supplier's activities are subject to.

Customer and Supplier also undertake to only use personal data for the purpose of performing their obligations herein, 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, the Customer and Supplier undertakes to give notification to the other party in case of any security breach that may have consequences on the data processing.

**26. Applicable law and jurisdiction**

The construction, interpretation, validity and enforcement of this Agreement shall be governed by the laws of the State of Texas, USA without regard to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply. Venue for all disputes arising out of or in connection with this Agreement shall be limited to the exclusive jurisdiction of the state and/or federal courts located in Dallas County, Texas USA. The parties hereby irrevocably and unconditionally submit to the jurisdiction of such courts.

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