

**GENERAL TERMS AND CONDITIONS OF SALES
OF PRODUCT SUPPORT & SERVICES**
1. DEFINITIONS

The following capitalized terms, singular or plural, used in these general terms and conditions of sales (hereinafter "GTS") shall have the meanings set forth below:

"**Customer**" means the person or entity receiving the Offer from the Seller and issuing the Order.

"**Order**" means any order, whatever its form, issued by the Customer and expressly accepted in writing by the Seller for the purchase of Supplies, which notably includes the description of the Supplies, their price and (if relevant) a reference to the Offer applicable to the Supplies.

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

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

"**Product(s)**" means any good(s) whatever its nature identified in the Order/Offer.

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

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

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

2. SCOPE OF THE GTS

2.1. These GTS set forth the terms and conditions governing the sale of Supplies by Seller, whether or not the Order refers to the Offer.

2.2. The sale of Supplies by the Seller shall be exclusively governed by these GTS together with any specific conditions and technical specifications agreed to in writing between the Seller and the Customer.

These GTS exclude and prevail over any Customer's general terms and conditions of purchase, notwithstanding anything to the contrary and regardless whether or when the Customer has submitted its Order or such terms. Fulfillment of Customer's Order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these GTS.

Any Order issued by Customer implies its full acceptance of these GTS and waiver of its own terms and conditions.

2.3. The sale of Supplies by Seller to the Customer shall be governed by the documents listed below which shall apply in the following order of precedence:

- a) the Order;
- b) if applicable, the contract covering the sale of Supplies;
- c) these GTS.

2.4. These GTS may only be amended or modified in a writing which specifically states that it amends these GTS and is signed by an authorized representative of each Party.

3. OFFERS

Unless otherwise specified in the Offer, any Offer issued by Seller shall only be valid for a period of one (1) month from the date of issuance of such Offer and shall in any case always be subject to availability of the Supplies.

4. ORDERS

4.1. All orders issued by the Customer will only be binding and enforceable against Seller upon their written acceptance by Seller and, where applicable, the receipt by Seller of all necessary export/import licenses and relevant authorizations and any due down payment.

The Customer shall obtain at the appropriate time any authorization, license or approval from the relevant administrative authorities that Seller is not expressly responsible to obtain as per the Order. Customer shall in particular be fully responsible for obtaining any required import license or complying with any foreign currency control requirements and shall keep the Seller informed on the progresses of such duties.

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

4.3. The Customer shall remain responsible for the choice of the Supplies and fitness for their intended use and for all specifications communicated to Seller. Unless otherwise expressly rejected in writing within 48 hours of their issuance, the Customer will be deemed to have accepted any specific terms included in the Order acceptance issued by Seller.

4.4. Any Order modification shall require the Seller's prior written agreement. Any Order modification accepted by the Seller may result in price and delivery lead-time adjustments and shall only become effective when the Seller and the Customer have agreed in writing on such adjusted conditions.

4.5. An Order may only be suspended or terminated with the Seller's prior written approval. In case an Order is suspended or terminated, the Customer shall pay to the Seller any costs, expenses and damages (including non-recurring investments and costs) incurred by Seller as a consequence of such suspension or termination.

5. MODIFICATIONS OF SUPPLIES

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

5.2. If a modification to the Supplies is requested by the Customer, the Seller shall communicate to the Customer the revised conditions, including for price and delivery leadtime, under which such modifications can be implemented. The Seller will not undertake any modification until the Order has been amended in accordance with article 4.4 above to take into account the revised conditions.

6. DELIVERY

6.1. Incoterms

Unless expressly agreed in writing otherwise by the Seller and the Customer, the Supplies are delivered FCA (ICC Incoterms, 2020) Seller's facilities.

6.2. Transfer of Risks

Risks of loss of the Supplies shall be transferred to the Customer upon their delivery in accordance with the Incoterms defined in article 6.1 above.

6.3. Transfer of Title

Title to the Products shall pass to the Customer upon full payment of the price for such Products.

6.4. Delivery Dates

Delivery dates indicated in the Order or the Order's confirmation are indicative and not binding and shall not constitute an obligation for Seller. Furthermore, the time period for delivery will be automatically extended in the following events:

- a) the performance of the Order requires the use of material or components that are commonly difficult to procure;
- b) delays attributable to a supplier imposed by the Customer to the Seller;
- c) modification of the Order or applicable specific conditions;
- d) Customer's failure to provide the Seller with adequate information, approval or any other instructions that are relevant to the performance of the Order;
- e) an event of Force Majeure (as defined in article 12) occurs.

7. INSPECTION AND REJECTION OF NONCONFORMING SUPPLIES

7.1. Customer shall inspect the Supplies upon delivery. Customer will be deemed to have accepted the Supplies unless it notifies the Seller in writing of any nonconforming or missing Supply within ten (10) working days of its delivery and furnishes the references of the Order, the delivery slip date and such written evidence or other documentation as required by Seller.

7.2. Allegedly nonconforming Products shall be returned to Seller at Customer's costs and risk. If Seller's inspection reveals, to Seller's reasonable satisfaction, that Supplies are nonconforming or missing, Seller shall, at its expense, repair or replace nonconforming Supplies or provide missing Supplies. Seller shall ship to Customer, at Seller's expense and risk, the repaired, replaced or missing Supplies. The remedies set forth in this article 7.2 are Customer's sole and exclusive remedies and Seller's entire liability for the delivery of nonconforming or missing Supplies.

7.3. A claim under the provisions of this article 7 shall not give right to the Customer to a price reduction for the related Supply.

8. PRICE

8.1. The price of the Supplies shall be the price set out in the Order based upon the Incoterm defined in article 6.1 above.

8.2. The prices are exclusive of all taxes, sales, use and excise taxes, including value added tax and any other similar taxes, duties and charges of any kind imposed by any governmental authority which shall be paid by the Customer.

8.3. Prices may be modified in accordance with article 5 or, if applicable, the revision provisions contained in the Offer and/or Order.

9. PAYMENT

9.1. The Seller shall invoice the Customer for the Supplies in accordance with applicable regulations. Invoices will be sent to the Customer at the address indicated on the Order.

9.2. Unless otherwise agreed between the Parties, the Customer shall pay all Orders in advance, within a maximum of thirty (30) days from Order's acknowledgment issuance.

9.3. If, at any time, the Customer fails to make any payment by the due date or the Seller determines in its sole discretion that the Customer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Seller's other rights, Seller may for outstanding and future Orders require the Customer to provide any adequate payment guarantees (standby letter of credit...).

Failure to pay an invoice in due course will automatically accelerate the due date of all amounts owing by Customer to Seller which shall be entirely and immediately paid by the Customer.

9.4. If the Customer fails to make any payment due to the Seller by the due date, then the Customer shall pay interest on the overdue amount at the rate of 3 times the French legal interest rate ("*taux d'intérêt legal*"). In addition, the Customer shall pay the Seller a lump sum of 40 euros to cover the collecting costs.

9.5. Customer shall not set off any amounts due and payable by reason of any claim or dispute with the Seller, whether relating to Seller's breach or otherwise.

9.6. More generally, Customer shall not offset, recoup or debit any amounts owed to Seller against any other amount owed to the Customer by Seller unless expressly authorized in writing by Seller to do so.

9.7. Subject to applicable laws and regulations, if the Customer fails to pay any amounts owed by Customer to Seller within 5 calendar days following written notification issued by the Seller, the Seller may, without limiting any other rights or remedies it may have, set off any amount owing to the Seller by the Customer against any amount payable by the Seller to the Customer.

10. SUSPENSION – TERMINATION

10.1. In the event the Customer is in breach of any of its obligations (including in case of non-disclosure to the Seller in time of any information necessary to the performance of an Order, in case of non-payment of partial payment of an invoice, in case of failure to obtain in time the relevant authorizations for the performance of the Order including export licenses, in case of breach of article 16 "intellectual property" and/or in case of breach of confidentiality obligations), then Seller shall, with immediate effect by giving written notice to the Customer, be entitled to (i) suspend performance of its obligations (including suspend performance of ongoing or future deliveries) or (ii) terminate the Order, if the Customer's breach is not cured within 8 days after written notice of such breach by Seller. In this last case, the total amount due to the Seller by the Customer shall be immediately paid without limiting any other rights or remedies the Seller may have, including the right to claim damages to the Customer caused by the breach of the Customer.

10.2. If Customer becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, Seller shall be entitled (subject to applicable laws and regulations) to immediately terminate all or part of the Order by giving written notice to the Customer.

10.3. Upon termination of the Order, Seller shall have the right to request Customer to return all Seller's documents pertaining to the Order in its possession. Customer shall immediately return such documents upon Seller's request.

10.4. Customer shall be liable and compensate Seller for all costs (including non-amortized non-recurring costs) and damages incurred by Seller as a consequence of the termination of an Order as per articles 10.1 and 10.2 above.

11. HARSHIP

11.1. As derogation to the article 1195 of the French Civil Code, if an unforeseen event occurs that alters the equilibrium of the Order resulting in an excessive burden being placed on the Seller, the Parties shall in good faith amend the terms of the Order so as to remedy the consequences of such event. The foregoing shall apply, without limitation, in the following circumstances: changes in the prices of raw materials, customs duties modifications, currency rates fluctuations, changes in laws and regulations.

11.2. If the Parties fail to agree on an Order amendment within 30 days following written request issued by the Seller, then the Seller shall be entitled, without incurring any liability, to terminate the affected Order(s) by sending a 30 days prior written notice to the Customer.

12. FORCE MAJEURE

12.1. A Party shall not be liable for any failure or delay in performing any term of an Order, if such failure or delay is caused by or results from force majeure events. The Party shall within 96 hours after the start of the force majeure event notify the other Party and the time necessary for the performance of the obligations shall be extended accordingly.

For the purposes of this section, a force majeure event means any event that is beyond the reasonable control of a Party, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable and prevented a Party from performing its obligations under the Order.

The following events, without limitation, shall be deemed to be force majeure events: acts of God, including but not limited to any natural disaster (e.g. flood, drought, earthquake...), any labor or trade dispute (including but not limited to internal or external strikes, industrial action or lockouts), shortage or delay in raw material or equipment supplies, fire, explosion or accident, machine, tooling or equipment breakdown any law or any action taken or lack of action by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary license or consent, epidemic or pandemic, civil war, civil commotion or riots, terrorist attack, imposition of sanctions, embargo, or breaking off of diplomatic relations, public nuisance, and interruption or failure of utility service.

12.2. If the force majeure event prevents, hinders or delays the performance of the obligations of a Party for a period of more than one hundred and twenty (120) days, either Party may terminate the Order by giving a ten (10) days written notice to the other Party.

13. WARRANTY- EXCLUSIONS

13.1. Unless otherwise agreed between the Parties, the warranty period shall be defined by the applicable product support agreement. Should such period not be (i) defined or (ii) not otherwise be agreed between the Parties or should no product support agreement be applicable, then the Seller warrants to the Customer that for a period of six (6) months from the date of delivery, each Product will be free from defects in material and workmanship. The Seller warrants to the Customer that the Seller will perform the Services with reasonable care and skill and in accordance with commercial practices and standards. This warranty on Services shall remain valid for six (6) months following completion of the Services. The warranty will be valid only if the Customer notify the Seller, in writing, of any alleged claim or defect within seven (7) days from the date the Customer discovers such alleged claim or defect. The Customer shall make all reasonable efforts to enable full inspection of the Supplies by the Seller. For the avoidance of doubt, any warranty extension granted by the Customer to its own customers shall be of no effect on the Seller.

13.2. The warranty described in article 13.1 above shall be limited to, at the sole option of the Seller, the (i) correction of the defective Services or refund the price received for such Services or (ii) repair or replacement of the defective Products if the Seller's inspection reveals, to the Seller's reasonable satisfaction, that Supplies are defective, excluding any indemnity, loss or remedies whatsoever. Notwithstanding the foregoing, the Customer shall, at its expense, ship to the Seller the allegedly defective Products and if the inspection reveals that the Products are not defective, the Customer shall reimburse the costs incurred by the Seller for their inspection.

13.3. Under no circumstances will a claim under warranty have the effect of extending the duration of the same.

13.4. The warranty granted under this section does not cover the following: normal wear and tear of the Products, Supply subjected to misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, defective maintenance, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller, Supply that has been reconstructed, repaired or altered by persons other than the Seller without Seller's prior written agreement, and/or Supply used in combination with components supplied by third parties.

13.5. The Customer shall be liable to comply with and to ensure that its own customers and suppliers are aware of any instructions issued by the Seller, including (without limitation) in relation to storage, installation and use of the Products. Failure to do so shall release the Seller from its obligations under this section 14.

13.6. The warranty shall not apply and the Seller declines any liability in the following cases: (i) where Seller original Products, or any parts thereof, were replaced by counterfeited parts or parts which are not manufactured by Seller, (ii) where the Supplies have been modified, incorporated or connected to any equipment not in application of Seller's instructions or without Seller's prior written agreement.

13.7. This section 14 sets forth the Customer's sole and exclusive remedy and the Seller's entire liability for any non-conformity of the Supply. Except for the warranty set forth in this section and subject to applicable laws, the Seller makes no warranty whatsoever with respect to the Supplies, including any warranty of merchantability or fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. The Seller shall not be liable for any non-conformity arising after the expiration warranty period defined in article 13.1 above.

14. LIABILITY

14.1. In no event shall Seller be liable for consequential, indirect, incidental, special or exemplary damages, such as (without limitation) lost profits or revenues, loss of use or diminution in value, arising out of or relating to any breach of an Order. The Seller's total liability to the Customer arising under or in connection with an Order shall in no circumstances exceed fifty percent (50 %) of the price of such Order.

14.2. The Customer waives, for his own account and that of his insurers, any rights against the Seller, his insurers, subcontractors and suppliers, for indemnification arising out of damages caused by the Seller, his subcontractors and suppliers, above the limitations and exclusions set forth in these GTS. The Seller shall be entitled to benefit from the limitations of liability which the Customer applies to the successive purchasers of the Supplies.

15. CONFIDENTIALITY

15.1. All information of the Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing disclosed by the Seller to the Customer, is confidential and shall be used solely for the performance an Order and may not be disclosed to third parties or copied unless authorized in advance by Seller in writing. Any disclosure of information by the Seller shall not be construed as a license or other transfer of right, title or interest whatsoever on such information.

15.2. The confidentiality obligations contained in this section shall survive any expiration or termination of the Order for a period of thirty (30) years. Upon expiration or termination of the Order, the Customer shall promptly return to the Seller all copies of the Seller's information, or upon Seller's request, destroy the information. Except if authorized otherwise by the Seller, the Customer shall not disclose the existence of the business relationship between the Seller and the Customer.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Each Party shall remain the sole and exclusive owner of all information (and any embedded intellectual property rights) that it developed or acquired prior to the commencement of an Order. The Seller shall be the sole and exclusive owner of all right, title and interest in and to all information or results of any nature whatsoever (and any embedded intellectual property rights) that are created by the Seller individually or jointly with the Customer in the course of performing the Order, unless otherwise agreed in writing between the Parties.

Payment of the price by the Customer shall not be construed as a transfer of right, title or interest whatsoever on the information and results owned by the Seller, unless specified otherwise by the Parties.

In case the Supplies are performed or 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 intellectual property rights.

- 16.2. The Customer shall not alter, obscure or remove any of Seller's markings placed on the Supplies, including (without limitation): CAGE code, serial number, Seller's trademark...

17. EXPORT CONTROL

The Customer acknowledges that the Supplies may be subject to export control laws and regulations, including the ones in force in France, European Union and the United States (the "Regulations"). The Customer shall comply with the Regulations and complete all required undertakings (including obtaining any necessary export license or other governmental approval) and shall indemnify, defend and hold the Seller harmless against any and all losses, damages and liabilities arising out of the nonconformance of the Customer with the Regulations. The Customer shall provide the Seller with any information necessary for Seller to comply with its own obligations, including (without limitation) information relating to the end-use of the Supplies.

18. CUSTOMS

The Customer is responsible for all import clearance in the country of delivery of the Supplies and shall comply with all applicable customs regulations. The Customer shall indemnify, defend and hold the Seller harmless against any and all losses, damages and liabilities arising out of the nonconformance of the Customer with the regulations.

19. PERSONNEL

For any Order, even where Services are performed at the Customer's premises, the Seller shall retain, at all times and in all circumstances, full authority and control over its personnel and shall remain responsible for all social, administrative and accounting obligations relating to their employment. Such personnel will only report on the progress of the Services to the Seller. There is no subordination relationship between the Seller's employees and the Customer.

20. ETHICS

The Customer solemnly declares that: it has not infringed any anti-corruption laws or regulations, it, nor none of its executive or manager, has not been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it.

The Customer warrants that: it complies and shall comply with the legal provisions against corruption in accordance with the OECD Convention of 1997 and the United Nations Convention Against Corruption of 2003 (UNCAC), it has not granted and shall not grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone with a view to or in exchange for the conclusion of an Order.

The Customer shall notify the Seller of any gift, present, payment, remuneration or benefit whatsoever that it might grant either directly or indirectly to any employee, officer or representative of the Seller or to anyone that might influence their decision within the framework of the performance of an Order.

In the event of failure to comply with this clause, the Seller shall automatically have the right to terminate any Orders in progress with immediate effect and without compensation, and without prejudice to any remedies the Seller may take against the Customer.

21. DATA PROTECTION

The Customer undertakes to comply with the national and European regulations regarding data protection and in particular

to only use personal data for the purpose of performing any Order, to implement all the necessary measures of security and confidentiality in order to protect this type of data, to ensure the compliance of potential transfer outside Union European, to delete said data at the expiry of the retention period agreed between the Parties and to reply to any request from data subjects. Furthermore, the Customer undertakes to give notification to the Seller in case of any security breach that may have consequences on the data processing.

22. CHANGE OF CONTROL

The Customer shall notify to the Seller any modifications in its shared capital or the shared capital of its parent company, including the direct or indirect transfer of 50% or more of the outstanding voting power of the Customer, any reorganization, merger or consolidation, or any insolvency or collective proceedings, within thirty (30) days following the occurrence of any such events. In each case, the Customer shall guaranty the performance of the Order.

Furthermore, the Seller shall have the right, in its sole discretion and without incurring any liability, to terminate the Orders by sending a 30 days prior written notice to the Customer.

23. ASSIGNMENT

Any Order shall not be assigned or transferred, including in case of merger or by contribution in kind by either Party without the written consent of the other Party, which shall not be unreasonably withheld or delayed, except regarding the Seller who is entitled to transfer or assign to any SAFRAN Group company, all or part of an Order, subject to prior written notice thereof sent to the Customer. It is understood between the Parties that in case of assignment of an Order by a Party, in no circumstances such assignment shall create a joint and several liability between the assignor and the assignee towards the other Party for the obligations born after the assignment date.

24. WAIVER - SEVERABILITY

A failure or delay by a party to exercise any right or remedy provided under these GTS or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

If any term or provision of these GTS is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of these GTS or invalidate or render unenforceable such term or provision in any other jurisdiction and the Parties shall negotiate in good faith to modify these GTS to effect the original intent of the Parties as closely as possible.

25. APPLICABLE LAW AND JURISDICTION

- 25.1. These GTS and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any Order), shall be governed by, and construed in accordance with the law of France.

- 25.2. All disputes, claims and controversies arising from these GTS and/or any Order, including the determination of the scope of applicability of this arbitration clause, shall be exclusively and finally determined and settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one (1) or three (3) arbitrators appointed in accordance with the said rules of arbitration. The place of arbitration shall be Paris, France. The arbitral proceedings shall be in English and the awards shall be rendered in English. The arbitration award shall be final and binding by any Party in any court of competent jurisdiction. The arbitration shall be confidential.

26. SURVIVAL

Provisions of these GTS which by their nature should apply beyond their terms will remain in force after any termination or expiration of these GTS and/or any Order including, but not limited to, articles 13, 14, 15, 16, 24, 25 and 26.