



Safran Cabin Inc.
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Supply of Spare Parts and Associated Services Terms & Conditions
www.safran-group.com/companies/safran-cabin
Issue 1 (2022)

I. GENERAL

These terms and conditions ("Terms & Conditions") define the respective rights and obligations of the parties in relation to the sale of spare parts ("Products") and the supply of associated services, excluding repairs ("Services") by Safran Cabin Inc. ("Seller") to its customer ("Customer"). These Terms & Conditions are applicable to any (i) official written commercial offer or (ii) published price catalogue. These Terms & Conditions supersede and replace (i) any former version published after an Order was confirmed/acknowledged and (ii) any other terms and conditions appearing on Customer's Order. These Terms & Conditions hereby exclude, cancel and supersede any Customer's general or special terms and conditions, irrespective of the date on which the latter are brought to the attention of Seller. Terms that conflict with these Terms & Conditions shall only apply if Seller has given formal notice of them to Customer or if they have been formally accepted by Seller. Overriding provisions so notified or so accepted shall be incorporated into these Terms & Conditions. These Terms and Conditions are not applicable where a specific agreement relative to the supply of support services and activities exists between Seller and Customer. In particular, any product support and conditions signed between the Original Equipment Manufacturers (including the aircraft manufacturer) supported by Seller shall prevail over these Terms and Conditions.

II. OFFER

Seller shall be bound only by a firm and official written offer ("Offer"), submitted by a person duly authorized to submit Offers on behalf and in the name of Seller. The Offer shall be valid for a period expressly mentioned on it. In case no time period is specified in the Offer, the Offer shall be valid for a 30 day period from its issuance. Any new request or specific demand made by Customer, in particular with regards to quotations for additional products or changes in the delivery times or conditions, shall give rise to a new commercial offer, distinct from the Offer, in particular regarding pricing and timing. Information from printed matter, in cost estimates, on electronic media and our website is not binding until specifically declared in writing to be binding.

III. ORDER

a. Required Information

Orders must specify as applicable: (1) date of issuance; (2) issuer's contact information; (3) reference of the Offer on the basis of which the Order is placed, as the case may be; (4) Customer's legal information (legal name, address, CAGE Code etc.); (5) aircraft model which the Order relates to; (6) Seller's Component Part Number (P/N); (7) Seller's CAGE Code; (8) manufacturer's CAGE Code; (9) Quantities for each P/N; (10) applicable prices; (11) requested delivery dates; (12) for customized items, Next Higher Assembly or Top Assembly Part Number, (13) Block Number (MSN); (14) shipping address; (15) any shipping specificity; (16) shipping points of contact; (17) invoicing address; and (18) accounts payable point of contact. Orders are subject to acceptance by Seller. Seller's Order acknowledgment will not constitute acceptance. Any additional or conflicting terms on Orders will not apply unless specifically agreed to in writing by Seller.

b. Order Minimums

Seller reserves the right to reject Orders that do not have the following minimum values:
- Minimum value per Order: USD 950.
- Minimum value per delivery: USD 450.

c. Acceptance

Sales are concluded only upon express written acceptance of Customer's Order by Seller (the Order shall refer to the Offer on the basis of which the Order is placed, as the case may be); the applicable contractual documents shall be together referred to as

the "Contract". Order confirmation may result from the communication by Seller to Customer of the delivery date of the Products and/or associated Services. Delivery commitment shall be the schedule provided in the firm Order acceptance. The date of the Order acceptance shall be the effective date of the Order.

d. Cancellation

Any Order cancellation request is to be sent to Seller in the form of a written inquiry. Request will indicate the P/Ns targeted as well as the corresponding reasons. Cancellation requests will be considered approved upon formal written confirmation from Seller. The applicable cancellation terms will be the following:

Standard parts:

- o No cancellation fees if requested before Order confirmation date;
- o No cancellation fees if requested within seven (7) days after Order confirmation date;
- o Beyond that timeframe, Seller will apply a 50% cancellation fee on items cancelled.

Custom parts:

- o No cancellation fees if requested before Order confirmation date;
- o 50% cancellation fees if requested within seven (7) days after Order confirmation date;
- o Beyond that timeframe, cancellation requests will not be accepted.

e. Modifications

Any Order modification request shall be sent to Seller in the form of a written inquiry. The request will indicate the P/Ns targeted as well as the corresponding reasons. Modification requests will only be considered approved upon formal written confirmation from Seller. Seller may choose to apply the following modification terms:

Standard parts:

- o No modification fees if requested before Order confirmation date;
- o No modification fees if requested within seven (7) days after Order confirmation date;
- o Beyond that timeframe, Seller will apply a 50% modification fee on items modified.

Custom parts:

- o No modification fees if requested before Order confirmation date;
- o 50% modification fees if requested within seven (7) days after Order confirmation date;
- o Beyond that timeframe, modification requests will not be accepted.

f. Pending Invoices

If Customer places an Order with Seller without having paid previous Orders when due, Seller may refuse to process the Order and to deliver the concerned Products, without any indemnity due to Customer on any grounds.

IV. DELIVERY

a. Incoterm

All deliveries are made Free Carrier ("FCA") (ICC Incoterms® 2020) Seller's facility (or otherwise specified origin for drop shipments).

b. Lead Time

The delivery period accepted by Seller shall run from the effective date of the Order. The delivery period shall be for scheduling purpose only. Seller shall inform Customer of any delay and of the likely date of delivery. Seller may make partial delivery depending on the availability of the Products or Services ordered. Seller shall incur no liability:

- o if it is unable to perform any of its obligations under such conditions as were reasonably unforeseen by it when making a proposal or accepting an Order: in this respect, occurrences such as, for example and without limitation, labor disputes, strikes, insurrections, civil or foreign war, requisitions, embargoes, government decision, failure to obtain an export license, currency restrictions, fire, flood, pandemics, default of suppliers or subcontractors, lack of transport or communication, and restrictions on energy use, shall be considered as constituting an excuse for Seller caused by an event of force majeure.

- o if delays in delivery are attributable to Customer, for example and without limitation, failure to provide information necessary for the fulfillment of an Order, failure to deliver plans, drawings, specifications, technical data or equipment, failure to obtain any necessary technical, commercial, administrative or financial authorization, failure to make payment on the due date of any sum owed by Customer to Seller or to any third party.

Customer shall inform Seller in due time of any event likely to impact negatively the proper performance of the Contract. If Customer has not fulfilled its obligations in due time (in particular with regards to late payment, failure to provide information or access to materials or equipment), Seller's delivery time shall be automatically extended by a period at least equal to Customer's delay, and Customer shall remain solely liable for all the consequences of such delay, whether borne by Seller or not.

c. Returns

No Product may be returned, except with Seller's prior written authorization and compliance by Customer with Seller's instructions; any non-authorized return will be at Customer's risk and cost, including storage fees. Return Material Authorizations are to be requested by Customer to Seller's Customer Service Representative. Upon Return Material Authorization by Seller, Customer will return the items within ten (10) days. Customer shall provide the below information for any Return Material Authorization request: (i) P/N; (ii) quantity; (iii) Order reference, and (iv) reason for return.

d. Risks of Loss

The transfer of risk of loss or damage to the Products shall occur upon delivery to Customer in accordance with the applicable Incoterm.

e. Title

However, Seller retains the Product's title until full payment of the price by Customer, regardless of the delivery date.

f. Insurance

Consequently, Customer shall insure the Products by an *ad hoc* insurance until complete transfer of title, and proof of that insurance shall be given to Seller upon delivery. If not, Seller shall have the right to delay delivery until such proof is presented. Without prejudice to any other action Seller may bring against Customer, any payment made by Customer shall be definitively retained by Seller.

V. ACCEPTANCE OF PRODUCTS

a. Acceptance

Upon delivery, Customer shall verify the conformity of the Products in quantity and quality. In case of damage to the delivered Product or in case of missing Product, it is Customer's responsibility to make all necessary reservations to the carrier, and to inform Seller of such reservations within a ten (10) calendar day time period from the delivery of the Product. In case of apparent defects attributable exclusively to Seller, the defective Product shall be, at the option of Seller, repaired or replaced, subject to verification and confirmation by Seller of the

alleged defects. Customer shall give any justification as to the reality of the defects found, and Seller shall have the right to make any observation or verification on site, directly or indirectly. If no reservations are expressly made in writing within the abovementioned timeframe, the Product shall be deemed to be in conformity and accepted without reservation by Customer, and no further claim may be made in relation to this Product without prejudice to Customer's rights under Article XIII (Warranty) below. Subject to compliance with Seller's commitments under the Contract, Seller shall have the right to make any modification including improvements to the technical characteristics without prior information to Customer, and no subsequent evolution or modification of these characteristics may give the right to Customer to request a modification of all or part of the sold Product. Any claim made by Customer as per the above shall not relieve Customer from its obligation to pay for the Product.

b. Certification

If the Part Manufacturer Approval (PMA) field is blank or if No PMA (NPMA) is indicated, Seller does not have PMA for this item and a "8130-3 form" will not be provided. The Product will be delivered with Seller Certificate of Conformity only. Customer assumes responsibility for any regulatory issues associated with the installation of NPMA parts. Written confirmation in Seller's provided format will be required for NPMA Products upon Order placement.

VI. AOG

a. Required Information

In the case of Aircraft On Ground (AOG) requests, Customer shall provide in writing to Seller the below information: (i) Aircraft Type; (ii) Aircraft tail number; (iii) Aircraft location; (iv) Minimum Equipment List (MEL); (v) Drop Date; (vi) Reason; (vii) Aircraft; (viii) end user company name; (ix) end user contact details; (x) P/N; (x) P/N quantity.

b. Fees

In the case Customer claims AOG status for a specific Order, and Seller confirms AOG status, Seller reserves the right to apply a processing fee of USD 900.

c. Contact Information

Email: aog.sca@customer.safran-group.com
Phone: +1 909 652 9525

VII. PRICES, INVOICING AND PAYMENTS

a. Prices

The prices indicated in the Contract are firm and non-revisable, net and exclusive of any sales, use, excise, value-added or other taxes, duties or similar charges that may be imposed by any relevant taxing authority arising from the sale, use or transfer of the Product delivered under the Contract; these taxes, duties and charges are Customer's responsibility. Any other price, whether from a period preceding the date of the Contract or whether from an affiliate of Seller, is excluded and will not be applicable to the Contract.

b. Inclusions and Exclusions

Unless otherwise expressly agreed in writing by Seller, prices include standard commercial packaging only. Any specific packaging required will be at Customer's expense and risk. Any additional documents not listed in the Contract (engineering documents or installations costs for example) will be charged to Customer.

c. Invoice and Payment Terms

Unless otherwise approved in writing by Seller, payment terms are 30 days from the date of Seller's invoice. Where and to the extent specified in writing by Seller, an irrevocable letter of credit (LoC), confirmed by a bank designated by Seller, may be required; such LoC shall be subject to review and concurrence by Seller as to its content prior to issuance. All fees and expenses in connection with such LoC, and its confirmation, shall

be borne by Customer. All invoice discrepancies must be addressed within 15 days of invoice date, failure to provide notification within the above time period will deem acceptance of said invoice.

d. Misdirected Payments

Payment will be considered completed only once amount due is paid in full to Seller per banking and/or payment instructions provided in the corresponding invoice. If Customer processed payment towards a different Safran entity or bank account than that was indicated in invoice, it is Customer's full and sole responsibility to proceed with necessary fund recollection and payment to Seller.

e. Late Payments

In the event of late payment of amounts due by Customer, and without prejudice to any other action that Seller may bring against Customer in this respect, (i) any down payment made to Seller shall automatically be kept by Seller, (ii) Seller shall automatically receive default interests calculated, per day of delay, at a rate of 10% per year, (iii) Seller shall automatically receive in addition an indemnity for recovery costs as per applicable laws, if any, and may request additional compensation from Customer if the recovery costs actually incurred exceed this amount, (iv) Seller may claim immediate re-delivery, at no costs for Seller, of Products on which it retains title as per Article IV above, and (v) Seller may require revised payment terms. Seller reserves the right to suspend or cancel the delivery of all or part of the Order, or of another Order that is contractually or economically linked to the late payment, as well as to reduce or cancel any discounts granted to Customer. Non-payment of any one invoice when due shall render all other Invoices to Customer immediately due and payable, at Seller's option.

f. Payment Means

Seller will only accept the following means of payment: (i) Bank Transfers; (ii) Checks; (iii) Letters of credit (requires Seller's prior approval).

VIII. WARRANTY

Unless a specific warranty agreement with an air framer is enforceable by Customer, the warranty period will be 12 months for Products, from the date of delivery of the Products to Customer in accordance with the applicable delivery terms. Seller will, at Seller's option, repair or replace the Product free of charge during the warranty period for each defective Product through no fault, misuse, or negligence of Customer. This warranty is excluded in case of (i) misuse, abnormal use or non-compliance with any instructions of Seller, the original equipment manufacturer, airworthiness directive, service bulletin or any other relevant documentation, negligence or lack of maintenance or repair by Customer, as well as (ii) in case of normal wear and tear of the Product or consumables parts, whenever all or part of the Product can be adversely affected by exposure to heat, sun, water, ozone or other deterioration elements, (iii) any removal of the original equipment manufacturer trademark, name, P/N or serial number on any Product, or in case of (iv) modification or repair without Seller's approval. All transportation costs including freight costs, forwarding agent fees and customs duties, as such documented charges connected with the return and/or replacement of the defective Product shall be at Seller's expense where Product has been proven to be defective as agreed by Seller. If a Product returned to Seller by Customer under warranty is found not to be defective, then the cost of transportation and testing shall be paid by Customer.

Defects and deteriorations resulting from abnormal transportation, installation, operation, handling, storage and/or conservation conditions, foreign object damage, in particular in the event of an accident of any nature, shall not be covered by the warranty granted by Seller. In order to be covered by the warranty, Customer shall inform Seller in writing of the existence of the defect within a maximum period of 30 days from its discovery or from the moment it should have been discovered, including documented evidence on the circumstances and nature of the defect. Seller shall have no warranty obligation in respect to a Product affected by malfunction, premature wear, defect or failure caused by any alternative parts to the original

equipment manufacturer part such as Parts Manufacturer Approval ("PMA") parts, if it is demonstrated that the malfunction, premature wear, defect or failure has been caused by the PMA part. In such case, Supplier will reject any warranty claim. THE WARRANTIES PROVIDED ABOVE AND OBLIGATIONS AND LIABILITIES OF SELLER UNDER SAID WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF, ALL OTHER REMEDIES, WARRANTIES, GUARANTEES, OR LIABILITIES, EXPRESSED OR IMPLIED WITH RESPECT TO EACH PRODUCT DELIVERED HEREUNDER. THESE WARRANTIES SHALL NOT BE EXTENDED, ALTERED, OR VARIED, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY THE PARTIES. EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED HEREIN, SELLER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE EXCLUDED FROM THE CONTRACT.

IX. LIMITATION OF LIABILITY

SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, LOST REVENUES, LOST PROFIT, OR LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER FOR DAMAGES IN EXCESS OF ONE HUNDRED PERCENT (100%) OF THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT GIVING RISE TO ITS CLAIM.

X. CONFIDENTIALITY & PROPERTY OF INFORMATION

The information, in particular that is contained in the Offer and the Contract, is disclosed to Customer notwithstanding its confidential nature, which Customer is hereby deemed to know and expressly accept. Therefore, Customer shall (i) ensure in an appropriate manner the confidentiality of the disclosed information, in order to prevent any disclosure to any third party; (ii) take all appropriate measures to ensure that such information is used only for the performance of the Contract; (iii) disclose the information only to Customer's staff members who have a need to know; and (iv) ensure that the latter are fully informed that the information received must be treated in a confidential manner. This obligation shall apply to Customer during the period of validity of the Contract and for a period of 10 years from its expiry. All information provided by Seller in the Offer or for the performance of the Contract shall remain the sole property of Seller, which shall grant to Customer only a non-exclusive license to use it within the limited framework of the Contract. Customer may not use the information for any purpose other than the Contract, in particular to manufacture, have manufactured, copy or reproduce all or part of Seller's Products or know-how. Customer shall destroy or return the information to Seller upon written request.

XI. SUSPENSION - TERMINATION

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

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 Contract by giving written notice to Customer.

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

XII. INTELLECTUAL PROPERTY

Sale of the Products does not convey Customer any right or license under any present or future patent, trademark, copyright, trade secret or other intellectual property right owned, controlled or licensed by Seller.

XIII. COMPLIANCE WITH LAWS AND ETHICS

Customer undertakes to perform its activities under all circumstances by strictly complying with the laws, rules and regulations of all nations that are applicable in the country of Seller or in the country of incorporation of Customer. Customer expressly undertakes to abide by and adhere without reservations to (i) the Safran Group's ethical guidelines, (ii) the Safran Group's compliance principles, (iii) the legal provisions against corruption in accordance with the OECD Anti-Bribery Convention of 1997 and the United Nations Convention against Corruption (UNCAC) of 2003, the French law "Sapin II", the United Kingdom Bribery Act 2010 and the United States 1977 Foreign Corrupt Practices Act, and (iv) the Common Industry Standards (CIS) of the Aerospace and Defense Industries Association of Europe (ASD) to which Seller has subscribed. Furthermore, Customer certifies that no direct or indirect payment has been promised, done or shall be done, either directly by Customer or indirectly through a third party, on its own behalf, on behalf of Seller, to any person of public authority, in charge of a public service or invested with an elected public office, to any political party or candidate to an elected office, or to any seller or person, including all employees, officers, directors or representatives of Customer or Seller, if such payments serve to obtain from these persons that they accomplish or refrain from accomplishing an act, in violation of the laws applicable in the country of domicile of Customer or of Seller, or in violation of any other applicable law or regulation. It is understood that no payment shall be made with the intention or the effect of public or private corruption. Customer shall report to Seller without delay any requests for bribes from any officials or individuals in the any territory or otherwise regarding or related to the Products. Customer expressly authorizes Seller to audit and/or to appoint an external Seller in order to audit its activities and expenditures once a year for the sole purpose of verifying Customer's compliance with the provisions of this Article. Customer hereby commits to make available to Seller and/or to the external auditors its business documents, in particular its accounting documents. Customer will indemnify, defend and hold harmless Seller from any claim, loss, damage, liability, expense and cost of any nature arising from, or connected to Customer's failure to comply with the provisions of this Article. The breach of any of the provisions of this Article or of any applicable anti-bribery law is a material breach under the Contract and, is without prejudice to any other right, relief or remedy, entitles Seller to terminate the Contract immediately.

XIV. EXPORT CONTROL COMPLIANCE

The sale and distribution of the Products under the Contract are subject to the export control laws of the United States which include, without limitation, the U.S. Export Administration Regulations, the Trading With the Enemy Act, the International Emergency Economic Powers Act, the Arms Export Control Act and regulations promulgated by the U.S. Department of the

Treasury's Office of Foreign Assets Control ("OFAC"), as amended (collectively, the "Export Control Laws"). Customer shall obtain all such licenses, assurances, and approvals and supply copies thereof to Seller prior to any such export, re-export, transfer or disclosure.

XV. MISCELLANEOUS

The Contract constitutes the entirety of the commitments of Seller and of Customer with respect to its subject matter, it replaces and substitutes all prior negotiations, exchanges and agreements between them with respect to its subject matter. The fact that Seller does not exercise a right, expressly or implicitly, in the event of a breach of any obligation by Customer shall not be deemed to constitute a waiver of the right to enforce the same clauses at a later date or in respect of any other breach. Any assignment or transfer of any Order or the Contract by Customer requires the written prior consent of Seller.

XVI. GOVERNING LAW AND JURISDICTION

These Terms & Conditions, as well as the transactions they apply to, or the Contract, shall be governed by the laws of the State of California, to the exclusion of any conflict of laws provisions and to the exclusion of the United Nations Convention for the International Sale of Goods. Any dispute arising from the Contract or related Orders, regarding their validity, interpretation, or performance, shall be submitted to the competent courts of the State of California.