

GENERAL PURCHASING CONDITIONS
SAFRAN GROUP COMPANIES IN THE USA

SAFRAN GROUP
GENERAL PURCHASING CONDITIONS

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THESE GENERAL PURCHASING CONDITIONS SET FORTH THE TERMS AND CONDITIONS FOR SAFRAN GROUP COMPANIES PLACING ORDERS FOR PRODUCTS AND/OR SERVICES FROM SUPPLIERS IN THE USA. HOWEVER, THESE GENERAL PURCHASING CONDITIONS DO NOT APPLY EITHER TO AERONAUTICAL PRODUCTS AND/OR SERVICES OR PROFESSIONAL SERVICES ORDERS. IF USED FOR US GOVERNMENT CONTRACTS, THESE MAY BE USED IN ADDITION TO THE US GOVERNMENT REQUIRED REGULATIONS AND CLAUSES.

1 - DEFINITIONS

Acceptance Report: A document issued by Purchaser, signed by both Parties, confirming the acceptance of the Supply.

Confidential information: All information of whatever nature (including but not limited to electronic data) entrusted to Supplier by Purchaser for the purpose of performance of the Order, or to which Supplier may have access through Purchaser's information system, or as a result of its presence on the premises of Purchaser and/or another Safran Group Company.

Contractual Security Requirements: Document listing Safran's data security requirements that Supplier must comply with and ensure compliance of by its personnel and sub-contractors, in the framework of the performance of an Order, to ensure, on the one hand, the availability, access control, confidentiality, integrity of the information systems, as well as the tracking of actions performed on said systems, and, on the other hand, the physical protection measures required by Purchaser considering the sensitivity and critical nature of the information in relation with the performance of the Order.

Declaration of Conformity: A document given by Supplier warranting that the Supply conforms with all applicable Laws and standards.

Documentation: Any and all document(s) issued or provided by Supplier, including (but not limited to), handbook(s), plan(s), description(s), model(s) or instruction(s) necessary for the achievement, installation, use, operation, and/or maintenance of the Supply by the Purchaser.

Entrusted (or Bailed) Property: Property of any kind or nature entrusted (or bailed) by the Purchaser to Supplier and placed under the control and responsibility of Supplier, and specifically including any property procured, or manufactured, by Supplier, on behalf of Purchaser, being used to perform the Order.

General Purchasing Conditions: The terms and conditions set forth in this document.

Industrial Equipment: Any Supplier machine, installation, device or equipment used by Purchaser for the study, manufacture, test or the control of Purchaser's products.

Intellectual Property: All inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.

Laws: (i) Any statute, decree, constitution, regulation, order, judgment or other directive of any governmental authority; (ii) any treaty, pact, compact or other agreement to which any government authority is a signatory or party; (iii) any court or administrative interpretation or application of any Law described in (i) or (ii) above; and (iv) any amendment or revision of any Law described in (i), (ii) or (iii) above.

Official Authorities: Any national or international organization with the authority (including by delegation of a public authority) to monitor the performance of the Supply ordered, including but not limited to organizations that certify particular products or services, or organizations that audit businesses.

Order: A document, regardless of the form, issued by Purchaser and sent to Supplier, concerning the purchase or the lease of a Supply and including, among other things, the designation of the Supply ordered, its price, and a reference to these General Purchasing Conditions.

Party(ies): Individually, Purchaser or Supplier, and collectively Purchaser and Supplier.

Purchaser: The Safran Group Company issuing the Order.

Results: Refers to all elements of any nature whatsoever, regardless of their medium or form, including processes, data, software, molds, tooling, equipment, sets of documents, plans, technical sheets, drawings, models, prototypes, sets of trials, or any other element whether or not it gives rise to intellectual and/ industrial property rights, and which is produced or developed for Purchaser based on the plans and/or diagrams and/or any other specifications of Purchaser in the course of performance of the Order. Any Results are part of the Supply.

Safran Group Company(ies): SAFRAN and/or any legal entity in which SAFRAN directly or indirectly owns fifty percent (50 %) or more of the capital stock.

Specifications: Any document setting out the requirements that Supplier or Supply shall comply with, Purchaser's needs or the performance conditions of Supply, including the statement of work description, applicable standards and quality requirements.

Supplier: The legal entity with whom the Order is placed.

Supply: Products (including software and Industrial Equipment) and/or services (including Works), which are the subject of the Order.

Works: Any real estate work, equipment, installation, major maintenance, renovation, or any similar work or work product.

Any word stated in the singular shall be considered in plural where necessary or applicable unless otherwise specifically stated herein.

2 - CONTRACTUAL DOCUMENTS

2.1 The Orders issued by Purchaser will be governed by the provisions of these General Purchasing Conditions which may be supplemented or modified by an amendment signed by both Parties.



The Supply shall be delivered or performed in accordance with the Specifications provided in the Order and, if applicable, in accordance with the Contractual Security Requirements stipulated under section 3.5 hereafter.

Any other provision shall not apply to the Orders unless such provision has been previously accepted in writing by both Parties.

The relationship between Purchaser and Supplier related to the Supply is governed by the following contractual documents (collectively, the "Contractual Documents"), listed in order of decreasing priority:

- The Order;
- If applicable, any mutually agreed contract or special terms and conditions of purchase;
- The General Purchasing Conditions;
- The Specifications.

In the event of contradiction between any two documents listed above, the document listed higher shall prevail.

2.2 The Order shall be deemed to have been accepted by Supplier upon the earlier of:

- acknowledgement of the Order by Purchaser's receipt of the Order signed by Supplier, without modifications, within the time specified on the face of the Order or, if not so specified, within fifteen (15) calendar days from the date on which the Order was issued;
- Commencement of performance of the Order by Supplier (including preparation for manufacture), the shipment by Supplier of any Supply (or lots thereof) ordered hereby, the acceptance of any payment by Supplier hereunder, or any other conduct by Supplier that recognizes the existence of a contract pertaining to the subject matter hereof, within fifteen (15) calendar days from the date on which the Order was issued.

Upon acceptance of the Order, Supplier accepts the Contractual Documents without any reservation. The Contractual Documents constitute the entire agreement between the Parties.

Any other conditions that would complete or modify the Contractual Documents shall not be enforceable against the Parties without their prior express agreement in writing.

3 - ORDERING PROCEDURE

3.1 Supplier shall perform the Orders issued by Purchaser in accordance with the provisions of the Contractual Documents, industry best practices and methods, state of the art rules, and all applicable Laws. Supplier has an obligation to produce the Supply in strict accordance with the Contractual Documents.

3.2 Supplier is solely and fully responsible for determining the resources required to perform the Order. Specifically, Supplier shall obtain all necessary elements and information to perform the Order in accordance with the Contractual Documents. Upon acceptance of the Order, Supplier is deemed to have obtained all necessary elements and information to carry out the Order, or will have done so prior to providing the Supply. Supplier shall promptly inform Purchaser of any existing difficulties or anomalies that may occur during the implementation of the Order.



3.3 Supplier has an obligation to inform and advise Purchaser without delay in writing of any situation that may jeopardize the performance of the Order, including, without limitation, when its business becomes, or may be, the subject of bankruptcy proceedings (insolvency, receivership or liquidation subject to court supervision), or any equivalent situation, such as the winding-up or total or partial transfer of its business activity, or any modification of its organizational structure that might have an impact on the performance of the Order.

It shall be the sole responsibility and duty of Supplier to obtain any and all authorizations which may be necessary or required in order for Supplier to complete the Order. Such authorization shall be obtained prior to completion of the Order.

3.4 Supplier's quality system shall meet the quality requirements applicable to the Supplier, as set forth in the Specifications provided by the Purchaser to Supplier.

Upon reasonable prior written notice, throughout the duration of the Supply's performance, the Supplier undertakes to (i) grant the Purchaser and the representatives of any relevant Official Authorities free access, during business hours, to any and all premises at which the Order is being performed; and to (ii) make available for consultation, for the monitoring purpose, any document relating to the Supply and/or the Order created or used by the Supplier in its performance. The Supplier shall obtain these same rights from any of its subcontractors.

3.5 Purchaser may entrust Supplier with electronic data or give Supplier access to Purchaser's information system. Therefore, Supplier undertakes to comply with the requirements described in the Contractual Security Requirements that have been disclosed to it, prior to the Order.

The Contractual Security Requirements applicable to any Order shall be agreed to in writing, prior to the issuance of said Order, by Purchaser. The Parties may amend or revise the Contractual Security Requirements by written agreement prior to the issuance of any Order.

Notwithstanding Article 3.4 above, audits regarding the respect of obligations relating to security and confidentiality may be performed without prior notice, pursuant to the Contractual Security Requirements.

Unless otherwise provided by the applicable Contractual Security Requirements, in case of breach or threatened breach of Supplier's information system with a direct or indirect impact to the security or integrity of Purchaser's data, Supplier shall notify Purchaser in writing of the breach or threatened breach within fifteen (15) calendar days of discover and shall take immediate action to correct the breach or threatened breach. If Supplier fails to notify Purchaser of the breach or threatened breach within the time period set forth herein or fails to take immediate action to correct the breach or threatened breach and protect Purchaser's data, Purchaser shall have the right, without limitation to pursue damages set forth herein, pursue termination of the Order as set forth in Article 22.2 and refuse receipt, shipment or delivery of said Order.

3.6 For Orders that span more than six months to complete, Supplier shall keep Purchaser up-to-date on a regular basis regarding the progress of the Order. The Order may specify the conditions relating to the provision of such information.

3.7 When the Supply is related to Works, Supplier remains in charge of the management and accountability of the site, in which its management shall be in good standing under the applicable Laws and standards (including unified technical documents and technical advice). Within this framework, it shall provide site supervision and take adequate protective measures for the materials and equipment over which Supplier has custody or ownership against theft or damage of any sort.



3.8 When the Supply is related to Industrial Equipment, Supplier shall, at no additional charge, train Purchaser's operators, machine programmers, maintenance specialists, and other applicable personnel, so that Purchaser's personnel can autonomously and optimally use and ensure the maintenance of this Industrial Equipment. This training shall be completed prior to the issuance of a final Acceptance Report for the Supply.

4 - DELIVERY

4.1 Any delivery of Supply shall be accompanied by a delivery slip affixed to the outer packaging, with a copy of the said delivery slip inside the package, containing the following information: (i) identification number of the delivery slip; (ii) Order number and item number of the Order; (iii) the Supply's reference number; (iv) description of the Supply as specified in the Order; (v) declaration of Conformity (if applicable); (vi) quantity delivered and, if applicable, the serial number and the individual number of products/parts; (vii) the number of packages (if applicable); (viii) the number of units being purchased; and (ix) if necessary, a customs document and a transport document in compliance with the applicable Laws, as well as any other documents required for customs clearance operations within the framework of imports.

4.2 Supplier agrees that the delivery and availability of the Documentation and the documents required by applicable Laws and standards is an integral part of the Supply.

4.3 Unless otherwise provided in the Order, the delivery of the Supply shall be DAP "address of the Purchaser" (Incoterms 2020 - International Chamber of Commerce). Notwithstanding the foregoing, the transfer of the risks of the Supply shall pass on the signature date of the Acceptance Report (if applicable) by both Parties.

4.4 Packaging shall be carried out in compliance with the Contractual Documents, and applicable Laws and standards. Such packaging shall include all necessary instructions and provide sufficient protection to ensure that the Supply undergoes no deterioration during transport and/or storage. Any damaged Supply upon delivery shall be returned to Supplier, with any and all transport, repair, assembly, and trial costs to be solely borne by Supplier.

4.5 If the Supply is related to Industrial Equipment, the delivery shall be subject to an agreement with Purchaser at least seventy-two (72) business hours before the equipment is dispatched. Furthermore, Supplier is responsible for unloading, handling operations, installation, assembly and making the Industrial Equipment operational at Purchaser's site, in accordance with the provisions stated in the Contractual Documents. In the event that Supplier asks Purchaser to provide tooling or other Purchaser goods and/or services which were not specified in the Order, Purchaser reserves the right to invoice Supplier, given that Supplier shall use Purchaser's tooling, goods, and/or other services at Supplier's own risk and under Supplier's sole responsibility.

5 - DEADLINES

5.1 Time is of the essence with respect to the Contractual Documents, and delivery of the Supply. The deadlines agreed between the Parties are mandatory and respecting these deadlines constitutes an essential condition without which Purchaser would not have issued the Order. In the event Supplier delivers the Supply later than agreed, Purchaser shall be entitled to claim liquidated damages at the rate of 0.5% of the pre-tax price of the relevant Order per calendar day delay, up to a maximum of 15% of the pre-tax amount of such Order. These liquidated damages are applicable for up to a thirty (30) calendar day delay only, and do not preclude Purchaser's right to other remedies, including, but not limited to, the right to terminate the Order under Article 22 ("Termination"). The liquidated

damages constitute compensation, and not a penalty. The Parties acknowledge and agree that the liquidated damages provided herein are reasonable proportion to the probable loss and the amount of actual loss is incapable or difficult of precise estimation at the time of the Order issuance. Further, the agreed percentage amount is a reasonable measure of damages based on the Parties' experience and given the nature of the losses that may result from the delay.

5.2 Purchaser may invoice the above liquidated damages that shall be paid by Supplier within ten (10) calendar days following the date of the invoice's notice, or may set off the liquidated damages against any payment outstanding or due to Supplier with respect to the late Order at Purchaser's discretion.

5.3 Supplier shall promptly notify in writing any anticipated or actual delay and the actions being taken to overcome or minimize such delay. Except for an Excusable Delay (as defined below), Supplier shall bear any additional expenses resulting from this delay.

5.4 In the event of early delivery or delivery of excess quantities of the Supply, Purchaser reserves the right either (i) to accept the early or excess Supply, (ii) to make the early or excess Supply available to Supplier at Supplier's own risk, or (iii) to return the early or excess Supply at Supplier's own cost and risk.

6 - ACCEPTANCE

6.1 The Contractual Documents may provide an acceptance procedure for the Supply in several phases, for example, the Contractual Documents may provide for preliminary acceptance, provisional acceptance and final acceptance. Purchaser reserves the right to refuse the Supply when the related Documentation is incomplete or is non-compliant with the applicable provisions in the Contractual Documents.

Preliminary acceptance: when the Contractual Documents provide for preliminary acceptance of the Supply at Supplier's premises, Supplier shall send Purchaser a copy of the acceptance trial reports describing the inspection operations carried out, the devices used for that purpose and the results obtained, as well as, when applicable, a copy of the report by the authorized control organization, fifteen (15) calendar days before the date fixed for preliminary acceptance. After satisfactory preliminary acceptance, Purchaser shall issue a preliminary Acceptance Report and shall notify Supplier of its agreement for the dispatching and delivery of the Supply to Purchaser's premises.

Provisional acceptance: after installation, assembly, putting into service and trial runs on the Supply at Purchaser's premises, there may be provisional acceptance of the Supply pursuant to the conditions specified by the Contractual Documents. The provisional Acceptance Report corresponds to the operational use of the Supply. Its signature implies the transfer of risks and the transfer of ownership to Purchaser.

Final acceptance: it is pronounced after the lifting of any possible reservations and the satisfactory verification of the Supply operation during the specified period in the Contractual Documents. Upon final acceptance, Purchaser will execute the final Acceptance Report.

Lastly, in the specific case where the Supply is related to Works, and in the case that Purchaser takes partial possession of a piece of Work before the completion of the Works, on an exceptional basis, a partial acceptance of the Works completed may be arranged prior to this taking of possession of the Works.



6.2 Supplier agrees that Purchaser may not tacitly accept the Supply. Unless otherwise agreed between the Parties, the acceptance procedure or the verification of the conformity of the Supply (as described in Article 6.1) shall be made within thirty (30) calendar days of delivery. The issuing of an Acceptance Report shall in no event be interpreted as a waiver of any sort, or affect the extent of the warranty or other commitments made by Supplier hereunder, nor shall such events be interpreted to affect any available warranty.

6.3 If certain Supply does not conform to the Contractual Documents, Purchaser shall inform Supplier to allow Supplier to inspect the non-conformity as quickly as possible. If Supplier does not inspect or dispute the non-conforming Supply within fifteen (15) calendar days, Purchaser reserves the right to, in its sole and absolute discretion: (i) accept it, in exchange for a mutually agreeable price discount; (ii) accept it after corrective work at Supplier's sole expense, carried out either by Supplier itself or by Purchaser (or by a third party appointed by Purchaser); (iii) refuse it, making it available to Supplier for removal at Supplier's sole expense and risk within fifteen (15) calendar days of date of notification of non-conformity by Purchaser; or (iv) refuse it and return it to Supplier, at Supplier's sole expense and risk. The non-conforming Supply refused by Purchaser shall be deemed undelivered and shall give rise to the application of the liquidated damages provided for in Article 5 ("Deadlines") above, and/or Purchaser may terminate the Order in accordance with Article 22 ("Termination").

7 - TRANSFER OF TITLE; RISK OF LOSS

Unless otherwise specified in the Contractual Documents and notwithstanding any reservation of title clause contained in Supplier's documents, the transfer of title and risk of loss to the Supply and Results shall pass to Purchaser upon the latest of (i) delivery at Purchaser's site of the Supply; or (ii) execution of the Acceptance Report by both Parties.

8 - ENTRUSTED (OR BAILED) PROPERTY

Entrusted (or Bailed) Property is to be used exclusively for the performance of the Purchaser's Orders and is deemed to be lent to Supplier. Supplier shall use the Entrusted (or Bailed) Property at its own risk, and Purchaser makes no warranty or representation related to the condition of the Entrusted (or Bailed) Property.

Entrusted (or Bailed) Property remains the property of Purchaser or of the person who entrusted it to Purchaser. The Entrusted (or Bailed) Property shall be clearly identified as Purchaser's property and stored separate and apart from the property of Supplier or any other third party. Purchaser shall keep all Entrusted (or Bailed) Property free of all liens, claims, encumbrances and interests of third parties. Supplier shall maintain insurance in an amount sufficient to meet or exceed the replacement value of all Entrusted (or Bailed) Property. Any modification or destruction of the Entrusted (or Bailed) Property shall be subject to prior written agreement by Purchaser.

Supplier shall send Purchaser, in December of each year, an inventory of the Entrusted (or Bailed) Property which has been placed at Supplier's disposal or financed by Purchaser. If Supplier fails to submit such inventory, Purchaser may carry out the inventory at Supplier's sole expense.

Upon Purchaser's request, Supplier shall, as soon as possible, return the Entrusted (or Bailed) Property to Purchaser in the same condition as when received by Supplier (reasonable wear and tear excepted) with any and all certificates and authorizations relating thereto being up-to-date. At the time that any portion of the Entrusted (or Bailed) Property is returned to Purchaser, Purchaser and Supplier shall update the inventory of which Party possesses the Entrusted (or Bailed) Property.



Supplier shall monitor the Entrusted (or Bailed) Property and take all adequate measures for protection against theft or damage of any sort. In the event of any direct or indirect interference by anyone to the Entrusted (or Bailed) Property, Supplier shall promptly inform in writing Purchaser, take all the necessary measures to defend the rights of the owner of the Entrusted (or Bailed) Property and ensure that the interference ceases. Should Supplier have a lien granted by law on the Entrusted (or Bailed) Property, then upon acceptance of the Order, Supplier shall expressly and immediately surrender such lien of the Entrusted (or Bailed) Property.

9 - PRICE - INVOICING - PAYMENT TERMS

9.1 Unless specified in the Order, all prices include and Supplier is solely responsible for all costs and expenses relating to packing, crating, boxing, transporting, loading and unloading, customs, taxes, tariffs and duties, insurance and any other similar financial contributions or obligations relating to the production, manufacture, sale and delivery of the Supply. The firm fixed prices for the Supply (i.e., training, repair and maintenance) are set forth in any Order and shall apply to that Supply ordered and delivered under these General Purchasing Conditions.

9.2 Unless otherwise specified in the Order, a separate invoice in duplicate shall be issued for each shipment of Supply and no invoice shall be issued prior to the dispatch date of the Supply. Supplier's invoice shall state the Order and line item numbers, part number, description, serial number and/or batch number where applicable, unit price and quantity, unit of measure, packing slip number, number of packages and articles or containers shipped. All invoices submitted by Supplier shall be issued to Purchaser, list each applicable taxes as a separate line item on the invoice, and comply with any applicable formal local tax and/or other requirements for the issuance of an official invoice, including, but not limited to, those requirements that would allow Purchaser to recover or obtain a credit for all taxes that are included on the invoice. Purchaser shall have no liability for any excess taxes withheld with respect to payments made to Supplier under these General Purchasing Conditions or any Order, and in the event of any over withholding; Supplier's sole recourse shall be to apply for a refund from the appropriate government agency. Errors on or omissions from the invoice, or lack of supporting documentation shall be cause for withholding payment until such error or omission is corrected.

9.3 Payment for Supply shall be sixty (60) calendar days after the latest date of receipt by Purchaser of Supplier's invoice, delivery of the Supply. All payments referred to in these General Purchasing Conditions are in United States Dollars unless otherwise provided in the Order and are not subject to adjustment for foreign exchange rate fluctuations. Payment will be sent via bank wire transfer to the address as designated by Supplier, unless another payment method has been mutually agreed upon in writing, under the schedule of payment set forth in the Order.

9.4 In the event an advance payment is required an Advance Payment Bank Guarantee ("APBG") shall be furnished by Supplier to Purchaser. The amount of the APBG shall be equivalent to the amount of the advance payment, and shall be provided prior to the advance payment. The APBG shall remain valid until the earlier of (i) the provisional acceptance or (ii) ten (10) months after the performance of the Order. Supplier shall furnish an irrevocable APBG substantially similar with the form attached in **Appendix 1 Advance Payment Guarantee Form**. The cost thereof shall be borne by Supplier. In case Supplier fails, during the period of validity of an APBG, to perform its obligations of delivery covered by the advance payment, Supplier shall reimburse Purchaser for the advance payment upon demand and, if not paid upon demand, Purchaser shall have the right to call the APBG. The APBG to be furnished by Supplier shall be provided, by an U.S. or international bank with an office in the United States, in the form of US\$ in the respective percentage of pricing currency that the prices are to be paid in.

10 - WARRANTY- MAINTENANCE

10.1 Supplier warrants to Purchaser that for a period of twenty-four (24) months from the later of the date of delivery and the date of the issuance of the Final Acceptance report, if any, the products supplied hereunder will: (i) be free from any defects in design (if the design is not provided by Purchaser), workmanship and material; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Purchaser; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties shall survive any delivery, inspection, acceptance or payment of or for the products by Purchaser.

10.2 Supplier warrants to Purchaser that it shall perform the services performed hereunder using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Contractual Documents.

10.3 The warranties set forth in this Article 10 are cumulative and in addition to any other warranty provided by Laws or equity. Any applicable statute of limitations runs from the date of Purchaser's discovery of the non-compliance of the products or services with the foregoing warranties. If Purchaser gives Supplier notice of non-compliance pursuant to this Article 10, Supplier shall, at its own cost and expense, promptly and in any event within thirty (30) calendar days (i) replace or repair the defective or non-conforming products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or non-conforming products to Supplier and the delivery of repaired or replacement Supply to Purchaser, and, if applicable, (ii) repair or re-perform the applicable services.

10.4 Any product replaced or repaired or any service corrected shall be warranted, under the same conditions as above, through the later of the end of the original warranty period or a period of six (6) months from the time of the repair/correction. In the event Supplier does not perform its warranty duties, Purchaser reserves the right to perform or have a third party perform the necessary work at Supplier's sole expense.

10.5 Supplier shall, during the performance of the Order and until the expiry of Supplier's warranty obligations, maintain complete production of any components of the Supply or knowledge of any applicable service, so as to be able to provide such components or service (including but not limited to any spare parts) in accordance with Purchaser's needs and the warranty obligations set forth herein.

10.6 When the Supply is related to Industrial Equipment:

During the warranty period, Supplier shall send a technician free of charge within two (2) calendar days and ensure that the equipment is operational again within five (5) calendar days from notification of the Supply failure. In the event of delays by Supplier in fulfilling its obligations set forth in the preceding sentence, Purchaser shall be entitled to claim liquidated damages at the rate of 0.5% of the pre-tax price of the relevant Order per calendar day delay, up to a maximum of 15% of the pre-tax amount of such Order, in accordance with the terms provided for in Article 5 ("Deadlines") herein. These liquidated damages are applicable for up to a thirty (30) calendar day delay only, and do not preclude Purchaser's right to other remedies, including, but not limited to, the right to terminate the Order under Article 22 ("Termination"). The Parties acknowledge and agree that the liquidated damages provided herein are reasonable proportion to the probable loss and the amount of actual

loss is incapable or difficult of precise estimation at the time of the Order issuance. Further, the agreed percentage amount is a reasonable measure of damages based on the Parties' experience and given the nature of the losses that may result from the delay.

Supplier shall propose to Purchaser, no later than upon delivery of the Industrial Equipment, a contract defining the maintenance conditions for the Industrial Equipment at the end of the warranty period. This maintenance contract shall provide, in particular: (i) the regularity and type of verifications carried out during preventive maintenance visits by Supplier, (ii) the breakdown response times for which delays Purchaser shall be entitled to claim liquidated damages at the rate of 0.5% of the pre-tax amount of the relevant Order per calendar day delay, up to a maximum of 15% of the pre-tax amount of such Order in accordance with the terms provided for in Article 5 ("Deadlines") herein. These liquidated damages are applicable for up to a thirty (30) calendar day delay only, and do not preclude Purchaser's right to other remedies, including, but not limited to, the right to terminate the Order under Article 22 ("Termination"); (iii) the price of the maintenance and the conditions for annual revision of this price, (iv) the prices and delivery times for spare parts, (v) Supplier's guarantee with respect to the maintenance services, (vi) the period of time during which Supplier undertakes to provide the maintenance services and the supply of spare parts, this period not being less than five (5) years starting from the date on which the maintenance contract takes effect.

10.7 When the Supply is related to Works:

The date of issuance of the Acceptance Report is the starting point of the legal warranties, including but not limited to the perfect completion of the works warranty, the works and incorporated equipment decennial warranty, and the proper operating order of the equipment not incorporated to the building warranty.

11 - LONG-TERM OUTLOOK

Supplier shall inform Purchaser at least twelve (12) months in advance of any production stoppage or withdrawal from its catalogue of the Supply. When a Supply involves Industrial Equipment, Supplier shall be able, for a minimum period of ten (10) years starting from the date of the final Acceptance Report, to supply all spare parts, components and other necessary elements for the use of the Supply. For the Supply Order whose implementation spreads over time, Supplier undertakes to implement a business continuity plan designed to identify measures to be taken to continue the performance of the Order upon the occurrence of an event that could prevent its performance.

12 - INTELLECTUAL PROPERTY

12.1 "Background Intellectual Property" shall mean all Intellectual Property that is owned or controlled prior to the Order entering into effect, or conceived, created, acquired independently from the performance of the Order.

12.2 "Foreground Intellectual Property" shall mean all Intellectual Property and tangible work product conceived, created, acquired as a result of the performance of the Order.

12.3 Each Party retains its existing rights in Background Intellectual Property.

12.4 Purchaser shall own all Foreground Intellectual Property. Supplier shall disclose to the Purchaser all Foreground Intellectual Property. If not expressly required to be delivered in the Order, Supplier shall deliver to Purchaser all Foreground Intellectual Property upon written request from Purchaser. Supplier hereby irrevocably assigns and promises to assign to Purchaser all right, title



and interest to all Foreground Intellectual Property. Supplier agrees to do all things reasonably necessary to enable Purchaser to secure and perfect Purchaser's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Supplier to Purchaser and cooperating with Purchaser at Purchaser's expense to defend and enforce Purchaser's rights in any such Foreground Intellectual Property. All Foreground Intellectual Property assigned to Purchaser pursuant to the Order shall be considered Purchaser's Confidential Information (defined hereinafter). Supplier agrees that, for any works of authorship created by Supplier or any employees or any others used by Supplier in the course of the Order, those works that come under one of the categories of "Works Made for Hire" in 17 U.S.C. §101 shall be considered "Works Made for Hire". For any works of authorship that do not come under such categories, Supplier, warranting that it has the right to do so, hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Purchaser and will execute, or cause to be executed at Purchaser's expense, any documents required to establish Purchaser's ownership of such copyright.

12.5 Supplier represents and warrants Supplier has sufficient rights in all Supply, services, and Intellectual Property and other items that Supplier uses or transfers to Purchaser in connection with the Order to allow Supplier to lawfully comply with the Order.

12.6 Supplier hereby grants and promises to grant to Purchaser and Purchaser's affiliates a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to all Background Intellectual Property related to the Supply (i) to use, sell, offer for sale, import, and/or export such Supply, (ii) to copy and supply any drawings in connection with the use or sale of such Supply, and (iii) to enable Purchaser to use the Foreground Intellectual Property.

12.7 Supplier hereby irrevocably waives and promises to waive all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all Supply provided to Purchaser and in all activities in connection with the Order.

12.8 Supplier represents and warrants that Supplier shall not provide, in the performance of the Order, any software, including without limitation source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license-governed software, or any electronic hardware including without limitation free hardware designs, or open source hardware designs, in any form that is subject to any obligations or conditions that may provide a legal right to any third party to access such software and/or electronic hardware, or that could otherwise impose any limitation or condition on Purchaser's use, reproduction, modification, distribution or conveyance of such software or electronic hardware.

12.9 Except as expressly authorized herein, nothing in the Order shall be construed as Purchaser granting Supplier a license in or any right to use any of Purchaser's Intellectual Property other than in the performance of work under the Order.

Supplier shall indemnify and hold harmless Purchaser, Purchaser's customers, affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorneys' fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the manufacture, use, sale, offer for sale, import, or other exploitation of any Supply delivered or performed in connection with the Order ("Claim").

12.10 If the manufacture, use, sale, offer for sale, import, export, or other exploitation of any of the Supply is enjoined by a court, if delivery is precluded by a government entity, or should Supplier refuse to provide or supply any of the Supply to avoid a potential third party claim, Supplier shall avoid



any disruption to Purchaser and shall, at its own cost, and without prejudice to Purchaser's right to seek reimbursement for any loss incurred, (i) obtain for Purchaser the right to continue to use or sell the Supply, (ii) replace or modify the Supply in order to put an end to the infringement of the third party's rights, while ensuring the requirements in the Contractual Documents are met, or (iii) reimburse Purchaser for the Supply.

Supplier shall not be liable for any Claim based on Supplier's compliance with any Specification created by Purchaser, unless: (i) Supplier could have complied with Purchaser's Specification using a solution that was non-infringing; (ii) the relevant portion of the Specification was derived from, recommended by, or provided by, Supplier; or (iii) Supplier knew or should have known of a Claim or potential Claim and did not promptly notify Purchaser in writing.

Supplier shall, upon written notice from Purchaser of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as Purchaser's interests are affected, Purchaser shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in a Claim. Purchaser shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Purchaser's prior written consent, which shall not be unreasonably withheld.

Purchaser may supersede Supplier in the defense of any Claim, and assume and conduct the defense at Purchaser's sole discretion. In such an event, Supplier shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier's complete cooperation with Purchaser in Purchaser's defense of such Claim at Purchaser's expense. Purchaser shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.

13 - INDEMNIFICATION, LIABILITY & INSURANCE

13.1 For the duration of the Order and after the termination thereof, Supplier shall indemnify, defend and hold Purchaser and its affiliates and their respective partners, shareholders, officers, directors, employees, agents and representatives (the "Purchaser Parties"), harmless from and against any and all damages, liabilities, claims, losses, costs and expenses (including reasonable attorneys' fees and disbursements and any fines or penalties) (collectively referred to hereinafter as "Damages"), which the Purchaser Parties are required to pay or incur, arising out of or relating or incidental to: (i) a breach by Supplier of any of the warranties, promises or covenants on its part to be performed contained herein; (ii) performance by Supplier under the relevant Order, including the failure by Supplier to conform to the Order; (iii) actual or alleged bodily injury (including death) to any person and/or property damage resulting from the work on Supply performed by Supplier under the relevant Order; (iv) any governmental enforcement proceedings against Supplier or any Supply; (v) any act or omission of Supplier or defects in the Supply; or (iv) any recall of the part of Supply or caused by Supplier, whether voluntarily or by order of any court. The foregoing indemnity will not be limited in any manner whatsoever by any required or other insurance coverage maintained by Supplier.

13.2 Purchaser disclaims any responsibility or liability for Supplier performing any relevant Order. As a consequence, Supplier is solely and entirely responsible for the performance and delivery of the Supply carried out under the relevant Order.

13.3 Supplier shall take out a civil general and professional liability insurance policy covering, for the duration of the Order:

- Its professional activity in general;
- Its activity on work places for the missions and works entrusted by Purchaser;



- Damage of any sort caused to third parties, including those resulting from the violation of information systems and/or data and/or any Confidential Information,
- Damage caused to goods/items entrusted by Purchaser, after being handed over by the latter and for as long as Supplier has it.

Supplier agrees to provide, pay for, and maintain for the duration of the Order appropriate insurance at commercially reasonable levels of coverage for the conduct of its business, including without limitation, the following types of coverage's with at least the respective minimum limits set forth below:

<u>Types of Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation (NCCI Workers Compensation Policy form or its equivalent)	Statutory limits
Employers' Liability (NCCI Employers Liability Insurance Policy form or its equivalent)	\$1,000,000 Each Accident for Bodily Injury by Accident
	\$1,000,000 Each Employee for Bodily Injury by Disease
	\$1,000,000 Aggregate Policy Limit
Comprehensive General Liability (Most current Insurance Services Office (ISO) form or its equivalent)	\$2,000,000 single occurrence limit for damage, injury and/or death to persons, and
	\$2,000,000 single occurrence limit for damage and/or injury to property.
Comprehensive Automobile Liability Insurance (ISO Business Auto Policy or its equivalent covering liability arising out of any auto, including owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit Each Accident
Excess Liability Insurance (Umbrella Policy)	May compensate for a deficiency in worker's compensation, Employer's liability, general liability, automobile insurance coverage limits required above.

Such insurance shall be on an occurrence basis; that is, it shall cover any claim made for injuries or damages arising out of an event occurring during the term of the policy regardless of whether the claim is made after the expiration of the term of the insurance policy. The insurance policy(ies) must be issued from an insurance carrier licensed to provide insurance in the jurisdiction in which any Order are to be performed with an A.M. Best rating of A- (or better) Class VII (or higher), or otherwise acceptable to Purchaser if not rated by A.M. Best. Prior to commencing work and from time to time thereafter upon the expiration of any such certificate of insurance, Supplier will provide Purchaser with a certificate(s) of insurance, , evidencing that the required minimum coverage is in effect and that Purchaser is named as an additional insured (except with respect to workers compensation and employers' liability) on a primary non-contributory basis, and in addition shall contain waiver of



subrogation, cross liability and severability clauses protecting Purchaser with respect to claims by Supplier or other persons as if Purchaser were separately insured. All insurance policies shall provide for thirty (30) calendar days prior written notice to Purchaser (except ten (10) calendar days-notice of cancellation for non-payment of premium) before any change or cancellation thereof becomes effective. Upon request, Supplier shall promptly provide Purchaser with copies of all insurance policies and policy endorsements required above. Supplier will pay all premiums on all policies as and when the same become due. Supplier also agrees to insure all Purchaser-supplied parts of any Industrial Equipment for the replacement value of the parts at a minimum, and to provide a certificate to Purchaser evidencing such coverage. Any self-insured retention, deductibles, and exclusions in coverage in the policies required hereunder shall be assumed by, for the account of, and at the sole risk of Supplier. In no event shall the liability of Supplier be limited to the extent of any of the minimum limits of insurance.

Supplier agrees to insert the applicable substance of this provision in all major subcontracts entered into by Supplier to support work performed under the Order.

14 - COMPLIANCE WITH LAWS

14.1 Throughout the time that Supplier is performing under the Order, Supplier shall comply with any and all national, federal, state, provincial, and local Laws applicable to the performance of the Order including with respect to (i) the manufacture or provisioning of any products and the supply of any services, (ii) the shipping of the Supply and (iii) the configuration or content of products and/or services for the use intended by Purchaser.

14.2 Supplier shall implement all necessary measures to ensure that its supply systems are compliant with the Conflict Minerals provisions (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Supplier commits to provide, at Purchaser's request, information regarding said supply systems on a platform determined by the Final Customer.

14.3 Regardless of where the Supply is produced or rendered, Supplier also warrants that the Supply will comply with applicable Laws to quality requirements and standards, including health, hygiene, safety, traceability of products and protection of the environment.

14.4 Supplier shall provide Purchaser, no later than the date on which the Supply is delivered, all information in Supplier's possession to enable Purchaser's safe use of the Supply.

14.5 Supplier shall inform Purchaser of any modification of applicable Laws and standards that affect the conditions in which the Supply is delivered or performed.

15 - PERFORMANCE OF SUPPLY AT THE PURCHASER'S SITE

15.1 If the Supply is performed (either fully or partially) at Purchaser's sites, Supplier shall provide in advance a list of the personnel that will be accessing Purchaser's site. Purchaser reserves the right to refuse any person access to its site for security reasons. Supplier will take the necessary measures to ensure that if any persons are denied access, this will not have a negative impact on the performance or the quality of the Supply. Supplier shall ensure that its personnel and any subcontractors respect the rules of access to the site, security requirements, including in relation to information technology (IT), confidentiality rules, as well as the provisions of the internal rules of conduct which apply to all persons within one of Purchaser's establishment as employees of an external company, including hygiene and safety rules and general working conditions.

15.2 Purchaser may make available to Supplier a designated area on Purchaser's premises that will enable Supplier to perform its obligations under the Order without disrupting Purchaser's business. Supplier will be able to place its equipment there, including in particular computer equipment (PCs, workstations, office furniture, etc.) necessary for the performance of Supply that is the subject of the Order. Use of such designated areas will end once the Order has been performed, or if Purchaser determines Supplier's presence on Purchaser's premises is no longer justified. Supplier will retain full and entire ownership and custody of equipment, software and software programs belonging to it that it has occasion to use and/or store at Purchaser's site.

15.3 Purchaser may also: (i) provide the IT services strictly necessary for performance of the Order in accordance with procedures and modalities that it will define on a case by case basis in order to preserve the security of its IT systems; (ii) provide access to its internal messaging system and to a directory for the exchange of data with Supplier. When Supplier is authorized to access Purchaser's information system, this access is strictly limited to performance of the Order. Supplier shall, in all events, respect the Safran Group's Information System Utilization and Security Charter and all other instructions provided.

15.4 Should Supplier's personnel be present on Purchaser's site, Supplier shall appoint a project manager having hierarchical and disciplinary authority over its personnel. Each member of the Supplier's personnel present at Purchaser's site must, on request, state their name, the manager of their mission, and the name and contact details of Supplier's project manager.

15.5 At the end of the completion of the Supply at Purchaser's site, Supplier's personnel must: (i) return to Purchaser's security manager the badges and other means of access that had been given to them, (ii) where applicable, return to the department concerned the words, codes and keys used to access the hardware and software allocated to it, and (iii) more generally, return all information, documents and other items which were supplied to it for the performance of the Order, without prejudice to the obligations under Article 17 ("Confidentiality").

16 - SUPPLIER'S PERSONNEL

Supplier is solely responsible for the administrative, accounting and labor management and supervision of its personnel assigned to the performance of Orders. Supplier will expressly retain hierarchical and disciplinary authority over its employees, including during the time when they are present at Purchaser's site. Supplier alone is responsible for the appointment of personnel that it assigns to the performance of the Order. Supplier certifies that throughout the performance of the Order, the members of its personnel assigned to the task will be competent, qualified and sufficient in number to ensure that the Supply is in conformity with the Contractual Documents.

17 - CONFIDENTIALITY

17.1 Information is confidential without either Party to specify or mark such information as confidential. Any Results shall be regarded and treated as Confidential Information belonging to Purchaser. Neither Party shall disclose Confidential Information without prior written consent from the Party which disclosed the Confidential Information. Each Party shall safeguard the Confidential Information of the other Party with at least the same degree of care as the Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.

17.2 CONFIDENTIAL INFORMATION MAY BELONG TO A SAFRAN GROUP COMPANY OR TO A THIRD PARTY. IN ANY CASE, THE DISCLOSURE OF CONFIDENTIAL INFORMATION BY PURCHASER, OR ACCESS TO SUCH CONFIDENTIAL INFORMATION BY SUPPLIER SHALL IN



NO EVENT BE INTERPRETED AS GRANTING OR CONFERRING UPON TO SUPPLIER, EXPRESSLY OR IMPLICITLY, ANY RIGHT WHATSOEVER (UNDER A LICENSE OR BY ANY OTHER MEANS) IN RESPECT TO THIS CONFIDENTIAL INFORMATION.

17.3 Supplier shall: (i) use Confidential Information only for the purposes contemplated in the Order; (ii) disclose Confidential Information only to those of its officers, directors, employees, contract workers, consultants, agents, affiliates and subcontractors whom have a need to know such Confidential Information for the purposes contemplated in the Order and that have executed a written agreement with Supplier obligating such entity or person to treat such Confidential Information in a manner consistent with the terms of this Article; (iii) not disclose Confidential Information or make it available, either in full or in part, to any third party without the prior written consent of Purchaser; and (iv) ensure that the confidentiality obligations incumbent upon Supplier under these General Purchasing Conditions are complied with by its employees, subcontractors and other persons authorized by Purchaser to access Confidential Information.

17.4 Notwithstanding the foregoing, the confidentiality obligations shall not apply to any information which: (i) is already in the public domain prior to its disclosure or after it, other than through the fault of Supplier; (ii) is already known or available to Supplier at the date of receipt of Confidential Information, as evidenced by written records of Supplier; and/or (iii) is lawfully obtained by Supplier from third parties, with full rights of disclosure, as evidenced by written records of Supplier.

17.5 If Supplier is required to disclose Confidential Information pursuant to applicable Law or a valid order issued by a court or governmental agency of competent jurisdiction, Supplier shall immediately inform Purchaser of such required disclosure. In addition, Supplier shall cooperate with Purchaser in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after such cooperation Supplier remains subject to a required disclosure of any Confidential Information, Supplier shall disclose no more than that portion of the Confidential Information than it is required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

17.6 In the event of termination of the Order for whatever reason, Supplier shall immediately return to Purchaser any and all Confidential Information and/or to destroy any Confidential Information. Supplier shall provide a statement certifying the aforementioned complete return or destruction. The return or destruction of Confidential Information shall not release Supplier from its confidentiality obligations under this Article.

17.7 The disclosure, protection and use of classified Confidential Information shall be in accordance with the security procedures issued by the authorities concerned. Any and all classified Confidential Information disclosed by Purchaser shall be identified as such at the time of its disclosure.

17.8 Supplier shall not use the Order, the Supply, the Confidential Information, and/or any other information for the purpose of direct or indirect advertising without the prior written agreement of Purchaser.

17.9 The confidentiality obligations provided for in this Article shall survive the performance, completion, termination or cancellation of the Order.

17.10 If Confidential Information that is the property of a third party is to be communicated to Supplier, any more restrictive confidentiality requirements that may be imposed by this third party will be passed on to Supplier.



17.11 In order to ensure the security and integrity of Purchaser's Confidential Information and the media containing it, and in accordance with the Contractual Security Requirements, Supplier will take all necessary measures to ensure its protection, in particular by using computer access controls, encryption and cryptography of the Confidential Information.

17.12 Information to which Purchaser could have access during visits of Supplier's premises are considered confidential. These confidentiality obligations are subject to the exceptions of Article 17.4 abovementioned (the word "Supplier" being replaced by "Purchaser" in this paragraph).

18 - CHANGE ORDERS

Purchaser may at any time, by written instructions and/or drawings issued to Supplier (each a "Change Order"), order changes to the Supply. If any such changes cause an increase in the cost of, or the time required for performance of an Order, an agreed upon equitable adjustment shall be made in the price, or delivery schedule, or both, and these General Purchase Conditions and/or the applicable Order shall be modified accordingly in writing. Changes to the Supply price will be limited to direct costs solely attributed to any out of scope changes and Supplier shall provide documented evidence substantiating such cost, which Purchaser shall have the right to audit. Any claim by Supplier for equitable adjustment under this clause must be submitted, in writing, to Purchaser's authorized representative within ten (10) calendar days from the date the Change Order is received by Supplier. Supplier acknowledges that a Change Order may or may not entitle Supplier to an adjustment in Supplier's compensation or the performance deadlines under these General Purchasing Conditions. Nothing in this clause shall relieve Supplier from proceeding, without delay, in the performance of the Change Order.

19 - FORCE MAJEURE

19.1 Supplier shall be liable for any failure or delay in performance in connection with the Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault or negligence, provided Supplier gives Purchaser, within three (3) calendar days of Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred (an "Excusable Delay"). If a failure or delay in performance is caused by an event affecting Supplier's own suppliers or subcontractors, such failure or delay shall not be excusable unless the cause for these delays may be considered an Excusable Delay as defined above and the good or service to be provided by such supplier is not obtainable by Supplier from other sources in time for timely delivery of the Supply to Purchaser. Purchaser may cancel without liability an Order in whole or in part for purchase of any Supply affected by Supplier's failure or delay in performance due to an Excusable Delay, if the delay is expected to last for a period of thirty (30) calendar days or more.

19.2 Purchaser shall be excused for any failure or delay in performance due to any cause beyond its reasonable control, including any cause attributable to Purchaser's Customers.

20 - TRANSFER-ASSIGNMENT-SUBCONTRACTING

20.1 Supplier shall not transfer or assign all or part of the Order or the related rights and obligations to any third party without the prior written consent of Purchaser, including by operation of law. Any transfer or assignment in violation of this provision shall be null and void. Purchaser, in its sole and absolute discretion, reserves the right to transfer or assign to any Safran Group Company, all or part



of the Order or the related rights and obligations, provided that Purchaser shall provide prior written notice thereof to Supplier.

20.2 Unless the Parties expressly agree otherwise, Supplier shall not subcontract any part of the Order. If Supplier is authorized to subcontract, Supplier shall pass on the obligations contained in the Contractual Documents to its subcontractors. Purchaser may, if necessary, approve in writing the subcontractor's payment terms at the request of Supplier. Notwithstanding the approval of Purchaser to Supplier's subcontracting of the performance of the Order, or the choice of the subcontractor and its payment terms, Supplier shall remain solely liable to Purchaser for the performance of the Supply subcontracted. No default of its subcontractors shall exclude or limit Supplier's liability.

21 - EXPORT CONTROL

21.1 The Parties agree to comply with export control laws and regulations that are applicable to the Supply (including its components), as well as to the software, information and products that the Parties may exchange within the framework of the performance of the Order.

21.2 Each Party undertakes to inform the other Party of the export control classification concerning the elements hereinabove, and undertakes to notify it of any changes to – or any plans to change – this classification no later than fifteen (15) calendar days after receiving notice of said change.

21.3 In the event that the export or re-export of all or part of the Supply requires an export license, Supplier agrees to timely apply to the competent government authorities, at no cost to Purchaser, for any license or governmental authorization necessary to so authorize Purchaser to receive and use the Supply and deliver such to customers or any other authorized end user specified by Purchaser to Supplier. Supplier agrees to immediately notify Purchaser as to issuance of an export license or other dispensation by the competent government authorities, including provision to Supplier of a copy of said license or authorization describing in particular any restrictions applicable to the re-export or re-transfer by Purchaser of all or part of the Supply to a third party. It is hereby agreed that notification of Purchaser by Supplier as to the export classification of all or part of the Supply and issuance of the export license or authorization described hereinabove constitute conditions precedent to the Order coming into force.

21.4 Supplier undertakes to implement all necessary security measures to prevent the unauthorized access by or transfer to any person, by any means whatsoever, of export controlled information provided by Purchaser to Supplier.

21.5 Should the export license be withdrawn, not renewed or invalidated for reasons attributable to Supplier, Purchaser reserves the right to automatically terminate the Order, without prejudice to its right to claim compensation for the damage sustained by this breach.

21.6 Should it fail to meet its export control obligations, Supplier shall compensate Purchaser for any damages incurred by Purchaser and its customers in connection with Supplier's failure to meet its export control obligations in the performance of the Order or the use or operation of all or part of the Supply. Supplier undertakes to indemnify Purchaser and/or its customers in the event of any governmental action or legal proceedings relative to Supplier's failure to meet its export control obligations, including all fees, fines, penalties, assessments, and reasonable attorney fees incurred by Purchaser and/or its customers associated therewith.

22 - TERMINATION

22.1 Either Party shall be entitled to terminate the Order by sending notice via certified mail return receipt requested in the following cases: (i) when the other Party fails to perform any of its contractual obligations and does not cure such breach within thirty (30) calendar days from receipt of formal notice thereof; (ii) when the other Party becomes the subject of judicial protection, receivership or liquidation; (iii) when there is an Excusable Delay expected to last for a thirty (30) calendar days or longer.

22.2 In addition, Purchaser may, in its sole and absolute discretion, terminate the Order by sending notice via certified mail return receipt requested in the following cases: (i) with immediate effect when Supplier fails to comply with any of its obligations set forth in Articles 3 (“Ordering Procedure”), 14 (“Compliance with Laws”), 17 (“Confidentiality”), 21 (“Export Control”) and/or 23 (“Ethics”) of these General Purchasing Conditions and more generally in case of any breach by Supplier of any of its contractual obligations which cannot be remedied; (ii) Subject to a thirty (30) calendar days’ written notice when one of Purchaser’s competitors or a competitor of any other Safran Group Company acquires a stake in Supplier’s capital; and (iii) Subject to a thirty (30) calendar days’ written notice, in the event of a major change in the social and/or industrial organization of Supplier that could jeopardize (in Purchaser’s sole and absolute discretion) the proper performance of the Order.

22.3 In the event Purchaser terminates the Order pursuant to Articles 22.1(i) or 22.2(i), Purchaser, in addition to any other rights Purchaser may have, reserves the right to perform or have a third party perform all or part of the Order at the expense of Supplier and may require Supplier to, at no charge to Purchaser, (i) deliver to Purchaser all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order; (ii) deliver the tooling and test equipment necessary to make or have made the products, perform the services and provide technical and transition assistance; and (iii) provide to Purchaser a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with the right to grant sublicenses, to Supplier’s information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to the extent necessary, to enable Purchaser to make, have made, use, sell and license the products contemplated by the Order and/or perform, or have performed, the services contemplated by the Order.

22.4 Upon the expiration of the Order, or following its termination for any reason whatsoever, Supplier shall return, within eight (8) calendar days and at its cost, to Purchaser the Entrusted (or Bailed) Property and any Documentation which has not yet been provided.

22.5 In any event of termination, each Party shall still be required to comply with all its contractual obligations until the effective date of termination, without prejudice to any damage that the non-defaulting Party may be able to claim as compensation for the damage incurred as a result of the non-performance by the defaulting Party of the obligations set forth in the Contractual Documents.

23 - ETHICS

23.1 Supplier represents and warrants that (i) it has not infringed any anti-corruption Law or regulations, (ii) it has not been subject to any civil or criminal sanctions for infringement of anti-corruption Law or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it, and (iii) to the best of its knowledge, no executive or manager of Supplier has been subject to any civil or criminal sanctions for infringement of anti-corruption Law or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against such persons.



23.2 Supplier shall comply with (i) all applicable Laws relating to anti-corruption or anti-bribery, including, but not limited to legislation implementing the Organization for Economic Co-operation and Development “Convention on Combating Bribery of Foreign Public Officials in International Business Transactions”, the United Nations Convention Against Corruption of 2003, or any other anti-corruption/anti-bribery convention, and (ii) the requirements of the Foreign Corrupt Practices Act, as amended (“FCPA”) (15 U.S.C. §§78dd-1, et seq.), regardless of whether Supplier is within the jurisdiction of the United States, and Supplier shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Purchaser to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country Laws relating to anti-corruption or anti-bribery.

Supplier warrants that neither it nor any of its employees, agents, or representatives have granted or will grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (e.g., trip) to anyone with a view to or in exchange for the securing an Order or securing favourable treatment under an Order.

23.3 Supplier shall notify Purchaser’s purchasing department of any gift, present, payment, remuneration or benefit whatsoever that it might grant either directly or indirectly to any employee, officer or representative of Purchaser or of any Safran Group Company or to anyone that might influence their decision within the framework of the performance of an Order.

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

24 - MISCELLANEOUS

24.1 The particularly sensitive nature of Purchaser's business activities may result in specific requirements regarding security. As a result, Supplier may be required, before the start of the performance of the Order, to sign either a confidentiality agreement, or agreements relating to the custody of classified and secret information.

24.2 Neither Party’s failure to exercise or delay in exercising any of its rights with respect to the Contractual Documents shall be construed or be deemed a waiver of any such rights.

24.3 Should any provision of the Contractual Documents be held to be invalid or unenforceable under any applicable Law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall continue to be valid and enforceable. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable, to the extent permissible by applicable Laws.

24.4 Supplier acts in its own name and on its own behalf as an independent contractor. Supplier has neither the power nor the authorization to enter into any commitment whatsoever in the name and for the account of Purchaser. No provision of the Contractual Documents may be construed as creating an agent/principal, parent/subsidiary or employer/employee relationship between Supplier and Purchaser.

24.5. If Supplier is under an obligation, directly or indirectly, to disclose Purchaser's data pursuant to a law or a binding judicial or administrative decision, Supplier undertakes to (i) inform Purchaser immediately (unless legal and/or judicial provisions prevent Purchaser from doing so), (ii) use all legal means available to object to such requests and take all necessary measures to mitigate the impact of the disclosure of stored data, (iii) and refer the administrative or judicial authority to Purchaser.

In the event of a request to access Purchaser's data from a third party, Supplier shall reject the request, and immediately notify Purchaser and advise the third party to request the data directly from Purchaser. In this case, Supplier may communicate Purchaser's contact information to the third party.

24.6 Both Parties undertake to comply with applicable regulations regarding data protection and in particular to only use personal data for the purpose of performing the Order and to implement all necessary measures of security and confidentiality in order to protect this type of data

If Purchaser is subject to personal data protection regulations including the European Union data protection regulations, the Parties shall use commercially reasonable efforts to ensure the compliance of transfer outside the territory of origin, to delete said data at the expiry of the retention period agreed between the Parties or any deadline provided by Laws and to reply to any request from data subjects. As part of the management of their respective customer/supplier files, the Parties shall provide each other with the contact details of the persons in charge of managing their business relations, and thus each act as a non-joint data controller.

If further processing of personal data is to be provided for, the Parties will have to negotiate and sign an agreement on the basis of the model attached in **Appendix 2 – Protection of Personal Data**.

Each Party shall give notification to the other Party in case of any security breach that may have consequences on data processing and protections.

24.7 Provisions of the General Purchasing Conditions which by their nature should remain in force after the termination or expiration of the Order including, but not limited to, Compliance with Law and Standards, Confidentiality, Applicable Law; Dispute Resolution will remain applicable.

24.8 The captions, headings, section numbers, and table of contents appearing in the General Purchasing Conditions have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of these General Purchasing Conditions or any provision hereof.

24.9 None of the provisions of these General Purchasing Conditions or the Order, nor Supplier's performance hereof contravenes or is in conflict with any law, judgment, decree, order, or regulation of any governmental authority, or with any obligations owed to any other entity to which Supplier or any others used by Supplier are subject.

25 - APPLICABLE LAW; DISPUTE RESOLUTION

25.1 By express agreement between the Parties, the Contractual Documents, including all appendices attached hereto, and all claims or causes of action (whether at law, in contract or in tort) that may be based upon, arise out of, or relate to the Contractual Documents or the negotiation, execution or performance thereof, shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these General Purchasing Conditions.

25.2 The Parties shall resolve any dispute, controversy or claim arising out of or relating to these General Purchasing Conditions and any applicable Contractual Document, or the breach, termination or invalidity hereof (each, a "Dispute"), under the provisions of Article 25. The procedures set forth in Article 25 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time.

The Parties shall first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within thirty (30) calendar days after one Party provides notice to the other Party of such Dispute ("Dispute Notice"), either Party may, by written notice to the other Party ("Escalation to Executive Notice"), refer such dispute to the executives of each Party or to such other person of equivalent or superior position designated by such party in a written Notice to the other Party, ("Executive(s)").

If the Executives cannot resolve any Dispute during the time period ending thirty (30) calendar days after the date of the Escalation to Executive Notice (the last day of such time period, the "Escalation to Mediation Date"), either Party may initiate mediation under Article 25.3 hereinafter.

25.3 Subject to Article 25.2, the Parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

The Parties further agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

If the Parties cannot resolve for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, any Dispute within sixty (60) calendar days after the Escalation to Mediation Date, either Party may commence binding arbitration in accordance with the provisions of Article 25.4.

25.4 All disputes arising out of or in connection with the General Purchasing Conditions and any applicable Contractual Document, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with said Rules. The seat of the Arbitral Tribunal shall be New York, New York. The arbitration shall be held, and the award shall be rendered, in the English language. The award shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction.



26 - U.S. GOVERNMENT PROVISIONS FOR ORDERS UNDER U.S. GOVERNMENT CONTRACTS

26.1 For Orders issued under Prime Contracts with the U.S. Government or subcontracts at any tier under U.S. Government contracts, Supplier shall comply with all additional requirements (such as U.S. Government regulations) Purchaser shall provide Supplier with a full list of the additional requirements.

NAME OF THE SUPPLIER:

NAME OF THE SIGNATORY:

TITLE:

DATE:

SIGNATURE:

SUPPLIER STAMP (if required under local regulations):



APPENDIX 1 - ADVANCE PAYMENT GUARANTEE FORM

BENEFICIARY'S DRAFT AT SIGHT DRAWN ON BANK OF AMERICA, N.A., ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL STANDBY LETTER OF CREDIT AND AMENDMENT(S), OF ANY.
2. BENEFICIARY'S SIGNED AND AFFIXED WITH THE CORPORATE SEAL OF THE BENEFICIARY STATEMENT STATING THE FOLLOWING:

QUOTE

THE UNDERSIGNED, DULY AUTHORIZED OFFICER OF _____(THE 'BENEFICIARY') HEREBY CERTIFY TO BANK OF AMERICA, N.A. (THE 'BANK') WITH REFERENCE TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. (THE 'STANDBY LETTER OF CREDIT'), ISSUED IN FAVOR OF THE BENEFICIARY, AS FOLLOWS:

- 1) UNDER THE STANDBY LETTER OF CREDIT, THE BENEFICIARY CLAIMS THE SUM OF USD-----TO BE PAID TO ITS ACCOUNT NO.-----WITH-----.
- 2) DEMAND FOR PAYMENT UNDER THE STANDBY LETTER OF CREDIT IS BEING MADE PRIOR TO THE EXPIRATION THEREOF.
- 3) THE APPLICANT HAS FAILED TO FULFILL ITS CONTRACT OBLIGATIONS.
- 4) THE APPLICANT HAS REFUSED TO REFUND THE ADVANCE AMOUNT.

UNQUOTE

DRAFT MUST BE MARKED : 'DRAWN UNDER BANK OF AMERICA, N.A. STANDBY LETTER OF CREDIT NUMBER DATED _____'.

WE HEREBY ENGAGE WITH THE BENEFICIARY THAT DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US AT BANK OF AMERICA, N.A., 1000 W.TEMPLE STREET, 7TH FLOOR, MAIL CODE : CA9-705-07-05, LOS ANGELES, CA 90012-1514, ATTN : STANDBY LETTER OF CREDIT DEPARTMENT ON OR BEFORE _____.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

Appendix 2 - PROTECTION OF PERSONAL DATA

The definitions below only apply to the following “Protection of Personal Data” provision:

- The terms “(Personal) Data”; “Data Controller”; “Processor”; “Data Processing”; “Data Subject ”; “Breach” and “Protection Authority” have the same meaning as in
- “(Personal) Data”: any information relating to an identified or identifiable natural person (‘data subject’);
- “Data Controller”: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data
- “Processor”: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller
- “Data Processing”: any operation or set of operations which is performed on personal data or on sets of personal data
- “Breach”: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed
- “Supervisory Authority”: an independent public authority in charge of the control of the application of the Applicable Regulation
- “Applicable Regulations”: all regulations and laws that apply to personal data that may be subject to Processing,
- “Secondary Service Provider”: a natural person or judicial entity, public authority, department or any other organization that processes Data on behalf of the Service Provider.
- “Supply” means Products (including software and Industrial Equipment) and/or services (including Works), subject of the Order.
- “Client” and “Service Provider” are respectively “Purchaser” and “Supplier” as defined in the General Purchasing Conditions.

1. Applicable Data protection principles

In their respective capacity as Data Controller and Processor, the Client and the Service Provider undertake to process all Data in compliance with the Applicable Regulations.

For all Data Processing as part of the Supply whose purpose is: *[TO BE FILLED IN BY THE CLIENT AND THE SERVICE PROVIDER]*, the Client is identified as a Data Controller and the Service Provider as a Processor.

The categories of processed Data are *[TO BE FILLED IN BY THE CLIENT AND THE SERVICE PROVIDER]*

The categories of Data Subjects are *[TO BE FILLED IN BY THE CLIENT AND THE SERVICE PROVIDER]*.

The Data shall be stored for a duration of *[TO BE FILLED IN BY THE CLIENT AND THE SERVICE PROVIDER]*.

The Service Provider, in its capacity as a Processor, only operates on detailed instructions from the Client for Data Processing during the entire duration of the Supply and will only use the Data for the needs of performing the Supply.

2. Client Obligations

In its capacity as the Data Controller, the Client undertakes to:

- provide the Service Provider with Data collected in a legitimate manner;
- only disclose to the Service Provider the Data that is needed by the Service Provider to perform the Supply;
- ensure, with the Service Provider, that sufficient guarantees are provided for supervising the transfer of Data from the Client to the Service Provider;
- conduct any audit that it considers necessary to ascertain compliance by the Service Provider with the Applicable Regulations and with the Service Provider's obligations under this clause;
- cooperate with the competent personal Supervisory Authorities, in particular if it receives a request for information or in the event of an inspection;
- inform the Data Subjects of the Data Processing; and,
- protect the Service Provider in view of any request, action, claim or dispute from a third party, as well as any penalty or conviction delivered by an authority or jurisdiction against the Service Provider due to the Service Provider's execution of this clause in compliance with the Client's detailed instructions. The Client undertakes as such to indemnify the Service Provider for any costs, expenses, disbursements and payments of any kind incurred due to this type of request, action, claim, dispute, penalty or conviction.

In addition, the Client reserves the right to carry out any audit which it deems useful in order to ensure compliance by the Service Provider with the Applicable Regulations and with its obligations under this clause.

3. Service Provider Obligations

In its capacity as Processor under this clause, the Service Provider undertakes to:

- take all necessary technical and organizational measures to ensure the conservation and integrity of the processed Data throughout the entire duration of the Supply especially taking into account the nature and the sensitivity of the Data;
- take all necessary technical and organizational measures to ensure a level of security appropriate to the risk and to protect the security and confidentiality of the Data and in particular to protect it from destruction, loss, alteration, unauthorized disclosure or access, in an accidental or unlawful manner, and against all other unlawful forms of Data Processing;
- provide and maintain a Supply compliant with the principles of privacy by design and by default;
- ensure, with the Client, that sufficient guarantees are provided for supervising the transfer of Data from the Client to the Service Provider;
- notify the Client of the occurrence of any Data Breach having direct or indirect consequences on the Data Processing without delay and no more than forty-eight (48) hours after the Data breach is found. The Client shall be notified at the following address safran.dpo@safrangroup.com. The Service Provider undertakes to notify the Supervisory Authority only on the written instructions of the Client, except in the case of mandatory legal provisions to the contrary;
- take measures to ensure that the people acting under its authority comply with this clause and are subject to a confidentiality obligation;
- inform the persons acting under its authority of any Processing of their Data implemented by the Client for the fulfilment of this Service;

- provide, upon the Client's request, the necessary information to demonstrate compliance with the obligations under this clause and the Applicable Regulations;
- respond to the Client's request for audits, conducted by the Client itself or by an adequately qualified independent third party who is not a competitor of the Service Provider, to verify the Service Provider's observance of the Applicable Regulations and its compliance with the obligations of this clause. The Client must inform the Service Provider ten (10) working days before the audit. The audit will be limited to two (2) working days at the expense of the Service Provider, beyond which any additional cost will be at the Client's expense. The audit report is sent to the Client and the Service Provider. The regularization costs of a non-compliance with the Applicable Regulations identified during an audit will be at the Service Provider's expense except when the non-compliance results from a non-compliant instruction from the Client. The regularization costs of a non-compliance with an instruction from the Client in accordance with the Applicable Regulations identified during an audit will be at the Service Provider's expense;
- cooperate with the Client and help it meet the requirements of the Applicable Regulations for which it is liable, particularly in order to respect the rights of the Data Subjects. If the costs associated with satisfying these requirements exceed two (2) manpower days per year, the additional costs will be at the Client's expense;
- notify the Client, without delay and no more than forty-eight (48) hours after reception to safran.dpo@safrangroup.com, of any complaint addressed to it by a Data Subject in connection with the Supply. The Service Provider must provide the Client with all necessary information on the Data recipients to enable the Client to notify the Data subjects and to reply to their requests related to exercising their rights;
- help the Client meets its obligations concerning Data protection impact assessments, in particular by providing it with all necessary information;
- obtain written authorization from the Client prior to the use of a Secondary Service Provider and provide the Client with the reason for this use, the Secondary Service Provider's corporate name, country of registration and the location of the Data Processing;
- pass on, by a written legal act, to potential Secondary Service Providers its obligations on Data Protection under this clause. The Service Provider remains fully liable to the Client for the fulfillment of its obligations by the Secondary Service Provider. The Secondary Service Provider can only be identified as a Processor. The Client reserves the right to turn down the Secondary Service Provider without any justification necessary, or to authorize it, on condition that the Secondary Service Provider undertakes to comply with any additional security clauses that may be stipulated by the Client;
- subject to the obligatory statutory provisions, immediately inform the Client of any request from an administrative or judicial authority relating to the Client Data received by the Service Provider and / or to use all the legal means at its disposal to oppose said requests and redirect the administrative or judicial authority to the Client;
- cooperate with the competent personal Data Protection Authorities (in particular if they receive a request for information or in the event of an inspection);
- help the Client meet its obligations of notification to the Data Protection Authorities and to the Data Subjects;
- provide, at its own cost and without delay, the Client with all Data in the same format as that used by the Client to send the Data to the Service Provider, or failing that, in a structured and commonly used form (upon Client request, if the Supply period has ended for any reason, by expiration or premature termination). The Service Provider undertakes to not keep any copy of Data thus retrieved except in the case of mandatory legal provisions to the contrary; and,

- delete the Data at the end of the set retention period agreed upon with the Client for the purposes for which it has been collected, except in the case of mandatory legal provisions to the contrary. Proof of the destruction of the Data shall be given in a report provided to the Client.

4. Transfer of Data outside of the territory of origin

The Service Provider undertakes to:

- set up guarantees for all Data transfer with the requirement of the Applicable Regulation
- notify the Client, prior to all new transfers outside of the territory of origin, in order to receive its written consent; and,
- to set up guarantees for all Data transfer to any Secondary Service Provider with the requirement of the Applicable Regulation

5. Service Provider's Right to Object and Incapability

If the Service Provider considers that a Client instruction constitutes a breach of the Applicable Regulations, it must immediately notify the Client in writing.

If the Service Provider is incapable of complying with Client instructions for any reason whatsoever, it undertakes to immediately notify the Client in writing. In the event that the Service Provider is incapable, the Client will have the option of suspending or terminating the Order, by registered letter with a return receipt requested, with no notice required, addressed to the Service Provider. The suspension or termination will take effect on the date that the Service Provider receives the notification.

6. Solution hosting and infrastructure

The Service Provider provides hosting of the solution and in this respect is qualified as Controller for the Data Processing of hosting and maintenance of the infrastructure.

The Service Provider undertakes to ensure that the technical infrastructure is able, in terms of server power, the adequacy of the bandwidth and storage space, to ensure the perfect running of the solution.

Data and content will be hosted by *[TO BE FILLED IN BY THE CLIENT AND THE SERVICE PROVIDER]* in *[CITY AND COUNTRY TO BE FILLED IN BY THE CLIENT AND THE SERVICE PROVIDER]*). The Client accepts the legislative constraints of the host State.

The Service Provider is qualified as unique Controller for the administrative and technical management (including the deposit and tracking of tracers) of all webservices, including website or online platform, that it offers to the Client.

7. Contact details

Each Party communicates to the other the contact details of its Data Protection Officer or the person in charge of the subject.

For the Service Provider: *[TO BE COMPLETED]*

For the Client: safran.dpo@safrangroup.com.