

SAFRAN CABIN BANGKOK LTD PURCHASE ORDER TERMS AND CONDITIONS

THE UNDERSIGNED:

SAFRAN CABIN BANGKOK LTD a Thailand company, having its registered office at Bangplee Industrial Estate 139/2-3, T.Bangsaothong A.Bangsaothong, Samutprakarn 10570, Thailand for this agreement duly represented by Mr.Klaus Hofmann in his capacity of General Manager, hereinafter referred to as 'Buyer' and SELLER, a _____ company, having its registered office at address _____, for this agreement duly represented by authorized representative _____, in capacity of _____, hereinafter referred to as 'Seller'.

The parties agree as follows:

- 1. PRODUCTS & SALES PRICE AND TERMS OF THE AGREEMENT.** This agreement concerns the sale and purchase for Buyer and Seller only. The products and service are applicable to ZA-Q-1030 standards, which are fully known to both Seller and Buyer. All prices are in EUR, USD or THB.

TERMS OF THE AGREEMENT

This supplier agreement is for a period of _____ year(s) beginning from _____ through _____. If no further requirement, the contract will be automatically renewed the year after.

CPI-U INCREASE

The pricing escalations will be tied to the US Department Consumer Price Index (CPI-U) and will not exceed 2.5% increase in any year throughout this agreement.

The CPI-U Index supporting information will be provided to Buyer as justification for any increase up to 2.5% per year. The baseline year for any increase will be based upon the previous year CPI-U index percentage.

2. INVOICES AND PAYMENT

2.1 Seller shall submit an invoice to Buyer directly after each delivery of products, stating the delivered products, the sales price, and total payment amount. The invoice will identify the bank where payment is to be made.

2.2 All invoices must be paid within sixty (60) days after the date of invoice.

3. DELIVERY SCHEDULE

- 3.1 Deliveries will take place according to the mutually agreed delivery schedule when placing the orders and acknowledged by Seller. According to ZA-Q-1021 for OTD we do accept - 10/+0 days.
- 3.2 Delivery time from 8.00 AM to 16.00PM in working day Monday through Friday.

4. BUFFER STOCK

- 4.1 The Seller shall at all times hold an additional quantity of the Products (the "Buffer Stock"). The Buffer Stock shall be in a finished and packaged state. The holding of the Buffer Stock by the Seller in accordance with this provision shall be a material term of this Agreement. Failure to do so will be considered a material breach of this Agreement. Buffer stock will be made available at the Seller within 24 hours of notice from the Seller of the requirement to use.
- 4.2 In the event that Seller requires to use part or all of the Buffer Stock, the Seller shall have a maximum of sixty days to replenish this Buffer Stock to the agreed levels.
- 4.3 Every _____ month(s), the Seller shall forward to Buyer, a statement, taken from their stock control system, of the location and volumes of all available finished stock.
- 4.4 All buffer stock should be managed in terms of best practice stock rotation techniques.
- 4.5 For the avoidance of doubt use of Buffer Stock is deemed to be additional stock to meet unexpected demand over and above any firm orders already placed.

5. DELAY

- 5.1 If the Seller anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Purchaser, stating the reason, and, if possible, the time when delivery can be expected.
- 5.2 If deliveries delay from the order confirmation, Buyer reserves the right to cancel the order at any time.
- 5.3 If delay deliveries from order confirmation, Safran Cabin Bangkok Ltd is asking for 0.25 % per day of the total amount on purchase order line.

6. PLACE OF DELIVERY, RISK AND TITLE

- 6.1 Any agreed trade term shall be construed in accordance with the INCOTERMS 2010. The trade term specified for the delivery is DDP –Facilities Bangplee.
- 6.2 Risk of loss of each product shall pass to Buyer upon delivery, as defined in Article 6.1.

7. SALES ORDERS / ORDER CONFIRMATIONS

7.1 Buyer shall have the right to place, and Seller to accept, orders for the products as described herein.

7.2 Seller will confirm each order placed by Buyer in a written Sales order confirmation. This confirmation will state:

- Product description, type and part number
- Quantity and sales price
- Place of delivery and means of shipping
- Approximate lead time (Option: and latest date of delivery)
- Specific amendments Sales Agreement terms (if applicable)

8. WARRANTY / LIABILITY FOR DEFECTS

8.1 Pursuant to the provisions of this Article, the Seller shall remedy any defect resulting from faulty design, materials or workmanship. The Seller's liability is limited to defects that appear within a period of 24 months from delivery.

9. PRODUCT LIABILITY

9.1 Seller shall indemnify and hold Buyer and its officers, employees, agents and subcontractors harmless from and against all liabilities, claims and damages resulting from claim by any third party for any injury including death to any person, or loss of or damage to property, if these are caused by a defect in the design or manufacture of the products, unless the same is primarily caused by negligence or willful misconduct of Buyer, its officers, employees, agents or subcontractors. Seller shall maintain comprehensive and adequate General liability insurance to cover product liability risks for an amount of not less than €5 million per occurrence.

10. EXCLUSIVITY

10.1 The Seller shall not accept orders for Products from any third party without the prior written consent of the Buyer and the Products shall at all times be exclusive to the Buyer and the Airlines.

11. TERMINATION OF AGREEMENT

11.1 Either Party may terminate this Agreement if the other Party defaults (the "Defaulting Party") by failing to perform any material obligation on its part to be performed under the terms of this Agreement. In no event shall the non-defaulting Party terminate this Agreement by reason of such default unless written notice detailing such default/deficiency is given to the Defaulting Party. Following receipt of such written notification, both Parties will jointly determine the action steps required to correct such default/deficiency. Thereafter, the Defaulting Party will have thirty (30) calendar days to correct such default/deficiency; or if said default/deficiency cannot be resolved or Termination for Cause corrected within said period, both parties may agree, in writing, to an acceptable cure period. The Defaulting Party shall begin substantial corrective action within this period and shall proceed promptly to correct such default/deficiency. If such default/deficiency is not corrected within said period (or if substantial corrective action is not begun in those instances, if any, when the default/deficiency cannot be

reasonably corrected within said period), the non-Defaulting Party may thereafter, at its option, immediately terminate this Agreement upon written notice, without further liability to the other Party.

12. CONSEQUENTIAL LOSSES

12.1 Save as elsewhere stated in these conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss whatsoever.

13. NOTICES

13.1 All notices, requests, consents, demands, sales orders and other communications in connection with this Agreement will be given in writing and may be given by registered mail, telefax, telex or SITA addressed as follows:

Seller: _____

Buyer: **SAFRAN CABIN BANGKOK LTD.**
Bangplee Industrial Estate 139/2-3 Moo17
T.Bangsaothong A.Bangsaothong
Samutprakarn 10570 - Thailand

14. CONFIDENTIALITY

14.1 Except in any proceedings to enforce this Agreement, neither party will disclose to any third party the terms of this Agreement, the terms contained in any attachment hereto or in sales orders under this Agreement.

14.2 Any information, technical or other, disclosed by one party to the other party, remains property of the party who disclosed the information and shall not be disclosed by the other party to any third party nor used for purposes other than performance of this Agreement or any order under this Agreement.

15. ASSIGNMENT

15.1 Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. All notices, proceedings and other communications will be in the English language. If any provision of this Agreement is or becomes void or ineffective, the other terms of the Agreement will remain in full force and effect.

16. DISPUTES AND GOVERNING LAW

16.1 In case of a dispute arising from this Agreement, parties undertake to make every effort to reach an amicable settlement. Failing such a settlement, each Party irrevocably submits to the exclusive jurisdiction of the courts of the Netherlands and unconditionally and irrevocably waives its right to rely on the jurisdiction of any other court.

16.2 This Agreement will be governed by and construed, interpreted and applied in accordance with the laws of The Netherlands, excluding the application of 1980 "United Nations Convention on Contracts for the International Sales of Goods".

In witness whereof, the parties hereto have caused this Agreement to be executed on the date of:

Buyer: **SAFRAN CABIN BANGKOK LTD.**

Seller: _____

Mr. Klaus Hofmann

Signature: _____

Signature : _____

Date:

Date :