ARTICLE 1 - SCOPE - ENFORCEABILITY

On placing any order of equipment, including software, accessories, spare parts and consumables (hereinafter "the Equipment") and/or services (hereinafter "the Services") to Mr. [Name] through Safran Electronics & Defense (hereinafter the "Seller"), the customer (hereinafter the "Customer") hereby consents and automatically agrees to fully and without exception to these terms and conditions, notwithstanding any other contrary stipulation set out in its general purchasing terms or in its own documents. All clauses or conditions set forth by the Customer, whichever are the period and the medium, are unenforceable on the Seller, unless otherwise previously and expressly agreed in writing by the Seller.

The fact that the Seller does not claim at any time any one of the present general terms and conditions shall not be construed as a waiver of a later exercise of such a condition.

If any provision of these general terms and conditions is held contrary to a mandatory rule applicable to European Union consumers pursuant to their national legislation, such provision shall not be applicable to these consumers. The remaining provisions shall remain applicable.

ARTICLE 2 - ORDERS

Any offer by the Seller shall remain valid for thirty (30) days from the date thereof, unless otherwise specified in writing by the Seller.

Orders must be placed in writing and shall not be cancelled or modified by the Customer, after the date of signature of the order, without the prior written consent of the Seller.

The Seller reserves the right to refuse to carry out any order or intervention for a Customer in case of any dispute relating to a previous order or contract.

Any order shall be considered as accepted by the Seller, only once the Seller has provided written acceptance or has carried it out.

ARTICLE 3 - DELIVERY AND FULFILLMENT TIMES

Unless otherwise expressly specified in writing by the Seller, the times must always be considered as given on a purely indicative basis. Any delay in delivery or in work will not entitle the Customer to terminate its order, nor give rise to the payment of any penalties and / or damages. Even if the Seller has accepted binding times in writing, the Seller shall not be under any liability in respect of any commitment of time in the following circumstances:

- Technical difficulties, failure from the Seller's suppliers, failure from carrier, force majeure,
- Lack of or incorrect information given by the Customer,
- Order made or delayed at the request of the Customer,
- Delay caused by customs formalities or by the Customer in the performance of its contractual obligations.

ARTICLE 4 - PACKAGING AND TRANSPORT

Unless otherwise stated in writing by the Seller, packaging of Equipment will be undertaken by the Seller. Any specific packaging requested by the Customer shall be invoiced at the price in force on the date of the order. The Seller is under no obligation to take back any packaging.

Packaging, when consigned, shall remain the Seller's property and is at Customer's disposal only for the time strictly necessary to the use of the Equipment of which it forms an integral part. All packaging not sent to the Seller at its request and corresponding to the value of this packaging, is issued on delivery, based on the Seller price list in force at the time of the order. If the packaging is returned to the Seller, it will only be done in a good condition (in whole or in part), a sales invoice for the packaging shall be sent to the Customer.

In all circumstances, the Customer is responsible for verifying on delivery the integrity of the packaging and the contents of any package, and if necessary endorsing to the Seller and to the carrier details of any apparent damage. A deposit is sometimes made, on the value of the packaging, which is then refund to the Customer in the case of a rejection of the Customer’s invoice. In any case, the Customer shall have full responsibility and liability for the eventuality of goods being not delivered to the attention of the Seller in due time.

If these general terms and conditions govern orders for deliveries over a period of more than one year, then the price of the Equipment and/or the Services shall be escalated once annually in accordance with the escalation formula that will be communicated by the Seller.

The Seller and the Customer agree to exclude the application of article 1195 of the French Civil Code in the execution of this these general terms and conditions and the related purchase orders, the Seller and the Customer shall not be liable in case of a suspension or cancellation, on a case by case basis, in the event of a force majeure or any other change of circumstances that arise during the performance of these general terms and conditions.

ARTICLE 5 - DELIVERY – TRANSFER OF RISK

Unless otherwise stated in writing by the Seller, delivery takes place when the Equipment is left at the

Customer's disposal in the Seller's premises as per the inco term defined in Article 8. Risk passes to the Customer the moment the Equipment is unloaded from the carrier.

In case of orders concerning several pieces of Equipment, the Seller has the option to deliver the pieces of Equipment in one or more consignments.

Failing written and motivated reservations from the Customer within eight (8) days following the delivery of the Equipment or the fulfilment of the Service, such Equipment or Service shall be considered as delivered in its entirety, without prejudice of the Customer's rights with regard to the guarantees.

ARTICLE 6 - INSTALLATION - USE

Unless otherwise stated in writing by the Seller, the Seller shall not carry out the installation of the Equipment. In no event, shall the Seller be in charge of preparing the environment necessary for the installation and the correct functioning of the Equipment (in particular for the electric connection) and of the possible required administrative formalities. It will be the Customer's responsibility to arrange for all formalities, and to subscribe at its own expense to any necessary Service, if appropriate for the use in whole or in part of the Equipment.

Notwithstanding the foregoing, in the event where Equipment or Services are subject to export laws and regulations as well as national, foreign and international regulations, the Customer shall cooperate with the Seller to obtain the required authorizations and will provide reasonable assistance to the Seller to obtain such authorizations. In the event such authorizations are not obtained, revoked or renewed by the government, the Seller will automatically and without the necessity to make an offer, cancel or modify the order, in whole or in part, on the due date, and according to the provision of the Equipment and/or Services in the case arises, to the third party who is the owner thereof.

ARTICLE 7 - RESERVATION OF TITLE

The Equipment shall remain the entire and exclusive property of the Seller until the payment of the total price of the Equipment has been received by the Seller, including if the Customer files a petition in bankruptcy or is insolvent. In this case, the Equipment remains as considered as if it were binding as if it were a contract and the Equipment remains as considered as if it were received in cleared funds by the Seller.

In the case of non-payment of an invoice, in whole or in part, during the term of delay corresponding to the due date of the invoice, the Equipment and/or Services shall be immediately returned to the Seller.

All intellectual and industrial property rights in the Equipment and Services supplied by the Seller (including research, projects and software) shall at all times remain vested in the Seller absolutely (or if the case arises, in the third party who is the owner thereof).

ARTICLE 8 - PRICES

Unless otherwise specified in writing by the Seller, prices specified by the Seller are quoted “FCA Seller factory” according to the Incoterms published by the International Chamber of Commerce, 2000 edition. The Seller may at any time and without notice update its prices or its price list in force.

Unless otherwise specified in writing by the Seller, the prices stated in the Seller’s offers or estimates shall remain valid for one (1) month from the date thereof and do not include packaging, transport, insurance and possible import duties.

The prices are exclusive of taxes. Taxes are those in force at the date of invoicing and must be paid by the Customer.

The invoiced prices are those in force at the time of the order, subject to the provisions included in the Seller’s offer.

All expenses, charges and taxes incurred as a result of use of the Equipment (in particular subscription and use charges) shall exclusively be borne by the Customer.

When a piece of Equipment is delivered to the DOM TOM or to any country located out the European Union, customs and other charges relating to the importation may be imposed. The Customer shall be responsible for the appropriate declarations and for the payment of such customs, taxes, and other charges to the Government and agencies thereof in his/her country.

Notwithstanding the foregoing, whatever the applicable customs, taxes, or other charges, the Seller, inside or outside the European Union, the Seller may provide appropriate customs documentation to the Customer. The Customer shall be responsible for any such taxes or other charges and taxes requirement in relation with the Equipment / Services. Customer will provide any documentation (e.g. for VAT purposes) to the Seller upon its first request, especially in the event of a cancellation of the Equipment or a service, carried out through airway or seaway. The Seller cannot be held liable, and the Customer shall have full responsibility and liability, the eventuality of goods being not delivered to the attention of the Seller in due time.

In the event of late payment by the Customer for any due instalment, all other instalments will immediately become payable, even if drafts have been issued. By virtue of the application of law "modernisation de l'économie" of August 4th, 2008, the Seller will rightfully, without notification, be liable for a late payment penalty, calculated prorata to the total amount due, at a rate equal to the rate of interest applied by the European central bank (ECB) to its most recent refinancing transaction, plus a ten (10) points. In addition, the Seller shall be entitled to retain all deliveries and all Services, and / or to terminate the contracts, in whole or in part, at its discretion. Moreover, a fixed indemnity for recovery costs of 40 euros excluding VAT shall be due for each invoice in arrears, without any reminder being required. In the event that litigious proceedings are initiated to recover the debts, the costs incurred by the Seller shall be borne by the Customer and shall be invoiced to the Customer, in addition to the basic principal and late payment penalties, together with substantiating documents.

ARTICLE 10 - CONFIDENTIALITY

Documents of any kind (including studies, plans, drawings) handed out by the Seller shall remain the Seller's ownership. The same applies for Software, for which the Customer has only a non-exclusive right of use limited to its sole needs under the order. These documents and Software shall not be disclosed to third parties nor copied, without the Seller prior express consent.

The Customer undertakes, even after the performance of the order:

1. Not to copy, modify, decompile or reverse engineer, in whole or in part, the Equipment or any software embedded in the Equipment.
2. To comply with and procure that all users comply with the terms of use of the Software to which the Seller is the owner, and that all users comply with any applicable intellectual property laws.
3. Not to disclose any trade secrets or other confidential information disclosed by the Seller or which he/she may have known through his/her relationship with the Seller.
ARTICLE 11 – WARRANTY

11.1 a) Unless otherwise stated in writing by the Seller, the Seller warrants that any new Equipment (consumables, software, etc.) shall be installed free from defects in workmanship (labour and parts included but not limited to) for a period of twelve (12) months from the date of delivery of the Equipment to the Customer.

b) As to repaired or exchanged Equipment during the original warranty period hereinafter mentioned, the warranty period for the repaired or exchanged Equipment will expire three (3) months after the date of repair or exchange of such Equipment or upon the expiry of the warranty period applicable to the original Equipment set forth in §1(a), whichever is later.

c) The Seller warrants its Services on site, labour, travelling and replacement parts for (three) 3 months from the date on which the Seller has carried out the said Services and for the same cause of defect.

11.2 Any defective Equipment, under warranty, shall be replaced or repaired, free of charge, at the Seller’s discretion (to the exclusion of compensation for any other damage), being understood that depending on the Equipment, the work shall be carried out either at the Seller’s premises or on the installation site and the Customer shall have to pay either the travel costs of the Seller to the site or the travel costs of the Equipment (transport and insurance) to the Seller.

11.3 The warranty applies under normal conditions of use. Prior to any work, the Customer shall, at its own costs, undertake every step in preparation for such work and save all pertinent data held in the Equipment. In case of loss or damage to data, the Seller shall not be liable and shall not reinstate such data in the Equipment.

No warranty shall be accepted without the Seller prior written approval.

The Seller has the choice to repair the Equipment with spare parts or new parts, replace the Equipment by a new piece, or in good working order. The defective elements, repaired, shall become the property of the Seller.

The time when the Equipment is repaired or unavailable during the guarantee period shall not give rise to an extension of the guarantee period as set forth in article 11.1, but shall be subject to legal mandatory provisions.

11.4 In addition, the Seller shall have no liability under the warranty in respect of:

- defects, breakdown or malfunction due to:
  - failure to comply with the installation process and instructions for use;
  - an external cause to the Equipment (including but not limited to, shock, lightning, fire, vandalism, malicious action, contact with various liquids such as oil, vermin or water damage of any nature, inappropriate electrical voltage); or
  - modifications to the Equipment made without the written approval of the Seller;
  - a lack of every day maintenance (as described in the documentation supplied with the Equipment) or to a lack of maintenance, supervision or care;
  - bad storage conditions or poor environmental conditions, particularly those related to temperature and hygrometry, defects of variations of electric voltage, damages from the electric network or from the earth; or
  - repair, work (opening or attempt to open the Equipment) or maintenance of the Equipment by persons not authorised by the Seller;
  - damage or defect due to insufficient, improper or bad installation when returned to the Seller;
  - wear and tear from normal daily use of the Equipment and its accessories;
  - communication or network problems;
  - work on any Equipment modified or added without the consent of the Seller;
  - Equipment returned to the Seller without its prior consent;
  - defects or malfunction from parts or materials supplied or chosen by the Customer or from a design imposed by the Customer.

11.5 Subject to legal mandatory provisions, the express warranties set forth in this article 11 are in lieu of all other warranties express or implied. Especially, the Seller makes no representations or warranty as to quality or fitness of the Equipment or Service for any particular purpose or application, liability regarding indirect, special or consequential damage (including but not limited to loss of orders, loss of profits, loss of data and any other financial or commercial damage) whether based on warranty contract or tort.

ARTICLE 12 – OUT OF WARRANTY SERVICES

In the case of warranties exclusion as well as after the expiry of the warranty period, Article 11, any repair shall be quoted to the Customer to be agreed upon. Any work and the repair transport costs, mentioned in the agreed quotation, will be invoiced to the Customer.

12.1 Repairs & Standard exchange

The defective spare parts may be sent to the Seller. Upon receipt, the Seller shall send to the Customer a quotation to be agreed for repair or standard exchanges. The cost of expertise and the cost of returning the parts will be invoiced to the Customer according to the price list in force if the Customer does not accept in writing the quotation prior to the end of the validity period thereof, and/or if the Customer rejects the quotation and/or if the part is not repairable and/or if no defect is recognised by the Seller.

In addition, in the event the Customer does not accept the quotation of Seller for such repair or standard exchanges and does not re-rate possession of the Equipment stored in the Seller’s premises or those of a third party for a period of ninety (90) days from the date of issuance of the quotation, the Seller will invoice the Customer a daily storage fee, starting on the date of issuance of the quotation and equal to 50 euros per day, until the Customer retakes possession of the Equipment. Subject to applicable laws, the Seller shall have the right to sell the Equipment within twelve (12) months from date of issuance of said quotation. Seller shall be considered to have the entire ownership of such Equipment and Customer shall hold harmless and indemnify Seller against all actions, claims and costs in relation with said Equipment.

Furthermore, if Customer accepts the quotation in writing prior to the end of the validity period thereof but does not take redelivery of the Equipment within ninety (90) days from the date of redelivery “FCA Seller factory” (Incoterms, ICC 2020), the Seller will invoice the Customer a daily storage fee, starting on the date of redelivery to the date of issuance of the quotation and equal to 50 euros per day, until the Customer takes redelivery of the Equipment. Subject to applicable laws, if Customer does not take redelivery of the Equipment within twelve (12) months from date of said redelivery, Seller shall be considered to have the entire ownership of such Equipment and Customer shall hold harmless and indemnify Seller against all actions, claims and costs in relation with said Equipment.

The Seller shall be entitled to set off and deduct the daily storage fee from any amount owed by the Seller to the Customer under any agreement.

The parts sent to the Seller shall be in the condition as new at the date of the order if repair is not feasible. This clause shall not be applicable to the Equipment set forth in Article 12.1.4. In the case of defaulting payment on the due date, and if such payment remains unpaid for a period of fifteen (15) days following notice by registered letter with acknowledgment of receipt, the Seller shall be entitled to terminate the order at any time automatically and without the necessity to make an application to the competent courts.

If the Customer is in breach of any of its contractual obligations in respect of any order, and in particular, in the case of defaulting payment on the due date, and if such payment remains unpaid for a period of fifteen (15) days following notice by registered letter with acknowledgment of receipt, the Seller shall be entitled to terminate the order at any time automatically and without the necessity to make an application to the competent courts.

Subject to legal mandatory provisions, the Customer files a petition in bankruptcy or in similar circumstances, in all these cases, the Customer will immediately at its own expense return the delivered and unpaid Equipment in good condition. The amount owed by the Customer will be specified by the Seller, and will pay the Seller upon its demand equals the price of the Equipment in its delivery order if repair is not feasible. This clause shall not prevent the Seller from claiming for other damages to compensate its damage, if such damage is higher than the here above mentioned amount.

ARTICLE 14 – TRADEMARKS

The Customer shall not use the trademarks under which the Equipment is sold except for identifying the Equipment. The Customer shall not alter or remove any marking on the Equipment.

The Customer shall not register, in its own name, nor to have any of its trademark practices used, the Seller’s trademarks, SAGEM or SAFRAN ELECTRONICS & DEFENSE’s trademark, any trademarks or other distinctive sign of the Seller or which may be confused with those of the Seller.

ARTICLE 15 – LIABILITY

Subject to mandatory legal provisions, in particular under product liability law, the Seller’s total and aggregate liability for any damage suffered by the Customer shall not exceed 50% of the amount paid by the Customer to the Seller under the concerned order.

In no case, shall the Seller be liable for any indirect, and/or consequential damages, nor for any material and/or immaterial damage including in particular financial and commercial loss such as profit of losses, of orders, loss of production, loss of goodwill, loss of business, income loss, or any other loss, loss of data, loss of data, damage to reputation, interruption of Service and losses of whatever nature claimed by the Customer or the Customer, due to damage suffered by third parties.

In addition, the Seller shall be under no liability in the event of damage caused to Customer’s data or programs, being specified that the Seller has no such data at his/her own costs. No data shall under any circumstances be reinstalled by the Seller in the equipment in case of default of the Customer.

The Customer must comply at his/her own exclusive costs with all applicable laws and regulations in force in the country where the Equipment is delivered or used.

The Seller is not liable and no obligation to compensate in case of force majeure.

ARTICLE 16 – COMPLIANCE WITH LAWS

The Customer shall comply with all applicable laws and regulations such as export regulations from the United States of America or the related member country. The Seller shall also comply with the legal provisions against corruption in accordance with any applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the OECD Convention Against the Corruption of 2003 (UNCAC). The Seller shall not, directly or indirectly, any undue gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone in connection with the sale of the Equipment/Services described under the present general terms and conditions.

In the event of any conflict between the foreseen provision, the Seller shall automatically have the right to terminate and cease any order pass referencing the present general terms and conditions with immediate effect and without prejudice to any other remedies that the Seller may take against the Customer.

The parties, as non-joint controller, exchange contact details of the persons in charge of the management of their business relationship and of the monitoring of the Service. Both parties undertake to comply with the applicable regulations regarding data protection and in particular to only use personal data for the purpose of performing the order, to implement all the necessary measures of security and confidentiality in order to protect this type of data, to ensure the compliance of potential transfer outside Union European, to delete said
data at the expiry of the retention period agreed between the parties or any deadline provided by law and to reply to any request from data subjects. Furthermore, each party undertakes to give notification to the other party in case of any security breach that may have consequences on the data processing.

As part of the management of their respective customer/supplier files, the parties may 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 a specific agreement.

The Customer shall provide the Seller with the contact information of its Data Protection Officer or the person in charge of the subject matter.

For the Seller, the contact information of its Data Protection Officer is the following: 
dpo.SED@safrangroup.com.

ARTICLE 17 – FORCE MAJEURE

Should a case of force majeure occur (governmental action, strike, riot, war, import or export restrictions, flood, fire or any other event recognised by French Courts as an event of force majeure), the party concerned shall notify the other party by registered letter with acknowledgement of receipt within fifteen (15) days from the occurrence of the event: the obligations of the parties concerned by such event shall be suspended for a time period equal to the time of the event, and without any damages.

If this event of force majeure lasts more than three (3) months, Seller shall be entitled to automatically terminate the contract and without any damages.

ARTICLE 18 – ASSIGNMENT

Neither Seller nor Customer may assign these general terms and conditions and the orders governed by them without the prior written consent of the other party except that Seller may assign these general terms and conditions and the orders governed by them to any entity controlling, controlled by, or under common control with Seller. The provisions hereof will be binding upon and inure to the benefit of Seller and Customer, their successors and permitted assigns.

ARTICLE 19 - DISPUTES

French law, to the exclusion of its conflict of laws provisions and of the Vienna Convention on the International Sale of Goods, shall apply to these general terms and conditions and to the orders governed by them.

Subject to legal mandatory provisions, all disputes relating to these general terms and conditions and to the orders governed by them shall, failing an amicable settlement, be exclusively and finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed pursuant to the said Rules. The arbitration proceeding shall take place in Paris, France, in the English language. The Arbitration award shall be final and binding upon the parties.