

## GENERAL TERMS AND CONDITIONS OF PURCHASE

All purchases made by Safran Passenger Innovations shall be subject to the following terms and conditions, and these terms and conditions are incorporated by reference into each Purchase Order:

- 1 PURCHASE ORDER FORMATION:** The Purchase Order and these terms and conditions ("Purchase Order") constitute an offer by Buyer which is accepted by Seller solely in accordance with the terms set forth herein together with the addenda, supplemental sheets, schedules, exhibits, specifications, drawings, data or riders annexed to the Purchase Order or set forth on the face of the Purchase Order upon the earlier of the Seller's (a) written acknowledgment (b) commencement of effort, or delivery in whole or in part of items or services required herein, or (c) failure to take written exception within five days of receipt of the Purchase Order. By acceptance of the Purchase Order, Seller agrees that these terms and conditions shall supersede any additional, different or conflicting terms of Seller's quotation, proposal or other offer to sell. Buyer hereby objects to any additional, different or conflicting terms contained in any order acknowledgement, and the same shall not form any part hereof, unless Buyer expressly and specifically acknowledges and accepts such terms by written agreement. In the event of inconsistency between the clauses of the Purchase Order, the inconsistency shall be resolved by giving precedence in the following order: (a) provisions on the face of the Purchase Order; (b) Terms and Conditions; (c) other provisions of the Purchase Order attached or referenced; and (d) the Specifications.
- 2 PACKAGING/SHIPPING/LABELLING:** Seller shall provide adequate protective packaging to prevent damage, contamination, and deterioration of the Products, comply with Buyer's written instructions, and comply with good commercial practice at no additional charge to Buyer. Shipments shall be made in accordance with Buyer's specific instructions. Seller shall enclose a packing slip with each shipment and all packaging/documentation shall reference Buyer's Purchase Order number. If no packing slip accompanies the shipment, Buyer's count will be conclusive on Seller. Seller shall label all shipping containers with Seller name, part number, Purchase Order number, total shipment quantity, box number, and bar code when requested by Buyer. INCOTERM shall be FCA unless otherwise indicated on the face of the Purchase Order.
- 3 PERFORMANCE:** Seller shall comply with the performance requirements provided by Buyer to Seller, and specifically ZA-Q-1030 and supplemental SQAR-740 as in effect as of the date hereof, as well as any other specifications, workmanship standards or instructions specified on the Purchase Order. Seller shall maintain 100% on-time delivery, i.e., when shipments are received at Buyer's designated location on or within ten days prior to the on-dock due date. *Time is of the essence.*
- 4 CHANGES:** Buyer may at any time, by written notice, make changes in the specifications, designs or drawings, quantities, samples or other description to which any items are to conform, in methods of shipment and packaging, or place of delivery. If Buyer and Seller mutually agree that such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Purchase Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Purchase Order shall be modified accordingly. Seller shall make no substitutions or changes to the items furnished to Buyer without prior written approval from Buyer.
- 5 PAYMENT:** Unless otherwise specified on the Purchase Order, payment for items delivered to Buyer and strictly conforming to the terms hereof shall be made by Buyer within 60 calendar days of the date of invoice. Seller shall not invoice prior to shipment and shall issue one invoice per shipment. All customs, duties, licenses, taxes, and similar charges shall be borne by the Seller. Seller warrants that prices for products sold to Buyer under this Purchase Order are no less favorable than those extended by Seller to any other customer for the same or like products, in equal or lesser quantities, on similar terms and conditions.
- 6 COMPLIANCE WITH LAWS:** 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 Buyer.
  - 6.1 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 Buyer's request, information regarding said supply systems on a platform determined by the Final Customer.
  - 6.2 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.
  - 6.3 Supplier shall provide Buyer, no later than the date on which the Supply is delivered, all information in Supplier's possession to enable Buyer's safe use of the Supply.
  - 6.4 Supplier shall inform Buyer of any modification of applicable Laws and standards that affect the conditions in which the Supply is delivered or performed.
- 7 PERFORMANCE OF SUPPLY AT BUYER'S SITE:**
  - 7.1 If the Supply is performed (either fully or partially) at Buyer's sites, Supplier shall provide in advance a list of the personnel that will be accessing Buyer's site. Buyer 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.
  - 7.2 Supplier may make available to Supplier a designated area on Buyer's premises that will enable Supplier to perform its obligations under the Order without disrupting Buyer'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 Buyer determines Supplier's presence on Buyer'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 Buyer's site.
  - 7.3 Buyer 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 Buyer'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.

- 7.4 Should Supplier's personnel be present on Buyer'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 Buyer's site must, on request, state their name, the manager of their mission, and the name and contact details of Supplier's project manager.
- 7.5 At the end of the completion of the Supply at Buyer's site, Supplier's personnel must: (i) return to Buyer'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 ("Confidentiality")**.
- 8 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.
- 9 CANCELLATION/ TERMINATION:** Upon written notice to Seller, Buyer may immediately terminate the Purchase Order in whole or in part, for its sole convenience, in its sole discretion without cause and without penalty. In such event, Seller shall have the right to submit a termination claim to Buyer within 30 days of termination. Seller shall have the right to claim, and the Buyer's maximum liability for such termination, shall be payment for those items already delivered and accepted by Buyer and not yet invoiced, plus the proportionate part of Seller's cost for those items in the process of being manufactured, inspected, or tested pro-rated to the state of their completion by the Seller to the extent the same cannot be reused by Seller for other purposes. Seller shall include evidence documenting all such costs, and such claim shall be subject to audit by Buyer. In no event shall such amount exceed the amount of the cancelled Purchase Order. Upon receipt of a notice of termination from Buyer, Seller shall stop work and immediately take the necessary action to ensure that all work under the Purchase Order shall cease to the extent specified in Buyer's notice of termination, all subcontracts and agreements that are related to Seller's ability to fulfill its obligations under the Purchase Order are forthwith terminated immediately. Upon written notice to Seller, Buyer may immediately terminate the Purchase Order, in whole or in part, without prejudice to any other rights or remedies provided under the Purchase Order, by law or at equity, if Seller shall fail in the performance of any of its obligations contained in the Purchase Order, which failure shall continue uncured for a period of 10 days after written notice from Buyer, without further obligation on the part of Buyer. No termination of the Purchase Order shall relieve any party from liability for obligations arising prior to such termination.
- 10 INSPECTION AND ACCEPTANCE:** The manufacture and repair of all items provided pursuant to the Purchase Order by Seller or Seller's subcontractors shall be subject to inspection and test at all reasonable times and places, including during the period of manufacture, by Buyer, regulatory agencies, and Buyer's customers. All items are also subject to final inspection and acceptance at Buyer's specified place of delivery notwithstanding any prior inspections. Seller shall be responsible to correct, at its expense, all defects and failures to conform to the warranties set forth herein, whether or not they can be discovered by Buyer through reasonable inspection methods or time of use. Any item rejected upon Buyer inspection shall be promptly replaced by Seller, and in any event in no more than 5 days. Items rejected by Buyer on incoming inspection shall not be deemed delivered by Seller until a conforming replacement is received by Buyer.
- 11 WARRANTY:** Seller represents and warrants that all items and services, for a period beginning upon delivery to Buyer and continuing for a five year period after delivery of the applicable item to Buyer's customer, as follows: (a) conform to the specifications, drawings, samples and/or descriptions furnished or specified by Buyer, or provided by Seller as applicable; (b) are merchantable and fit in every respect for the purpose intended; (c) are free from both latent and patent design defects; (d) are free from defects in material and/or workmanship; (e) that no item, part, component, or raw material thereof be counterfeit; (f) are free of any liens, encumbrances, and clouds on title; (g) are factory new and (g) do not infringe the intellectual property rights of any third party. The Purchase Order expressly includes all implied warranties and all of the Buyer's remedies set forth in the Uniform Commercial Code. Buyer's approval of samples shall not be construed as a waiver by the Buyer of any requirement of the drawings, specifications, and/or other descriptions applicable hereto, or as a waiver of an expressed or implied warranty of the Seller unless specifically waived by Buyer in writing by authorized personnel. Seller warrants that all items and material used in the manufacture of the Purchase Order are monitored for impending obsolescence issues, and that Seller will provide immediate formal notification and a proposal of alternatives to Buyer as soon as a pending obsolescence issue or event is known to Seller. Seller will endeavor to minimize cost and operational impacts to Buyer and Buyer's customers. Buyer may, at its option, either return for credit or refund or require prompt correction or replacement of any defective or nonconforming items, in addition to any other rights and remedies available at law or equity. Seller shall be responsible for the cost of shipping items that are not as warranted and are returned to Seller.
- 12 INTELLECTUAL PROPERTY RIGHTS:**
- 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 Buyer shall own all Foreground Intellectual Property. Supplier shall disclose to the Buyer all Foreground Intellectual Property. If not expressly required to be delivered in the Order, Supplier shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Supplier hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Foreground Intellectual Property. Supplier agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Supplier to

Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Foreground Intellectual Property. All Foreground Intellectual Property assigned to Buyer pursuant to the Order shall be considered Buyer'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 Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer'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 Buyer in connection with the Order to allow Supplier to lawfully comply with the Order.
- 12.6 Supplier hereby grants and promises to grant to Buyer and Buyer'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 Buyer 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 Buyer 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 Buyer'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 Buyer granting Supplier a license in or any right to use any of Buyer Intellectual Property other than in the performance of work under the Order.
- 12.10 Supplier shall indemnify and hold harmless Buyer, Buyer'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").
- 12.11 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 Buyer and shall, at its own cost, and without prejudice to Buyer's right to seek reimbursement for any loss incurred, (i) obtain for Buyer 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 Buyer for the Supply.
- 12.12 Supplier shall not be liable for any Claim based on Supplier's compliance with any Specification created by Buyer, unless: (i) Supplier could have complied with Buyer'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 Buyer in writing.
- 12.13 Supplier shall, upon written notice from Buyer of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in a Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.
- 12.14 Buyer may supersede Supplier in the defense of any Claim, and assume and conduct the defense at Buyer'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 Buyer in Buyer's defense of such Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.

**13 CONFIDENTIALITY:** 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 Buyer. 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.

- 13.1 Confidential information may belong to a Buyer or to a third party. In any case, the disclosure of confidential information by Buyer, 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. 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 Buyer; 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 Buyer to access Confidential Information.

- 13.2 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.
- 13.3 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 Buyer of such required disclosure. In addition, Supplier shall cooperate with Buyer 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.
- 13.4 In the event of termination of the Order for whatever reason, Supplier shall immediately return to Buyer 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.
- 13.5 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 Buyer shall be identified as such at the time of its disclosure.
- 13.6 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 Buyer.
- 13.7 The confidentiality obligations provided for in this Article shall survive the performance, completion, termination or cancellation of the Order.
- 13.8 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.
- 13.9 To ensure the security and integrity of Buyer'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.
- 13.10 Information to which Buyer could have access during visits of Supplier's premises are considered confidential. These confidentiality obligations are subject to the exceptions of Article 12.2 above-mentioned.

**14 TRANSFER-ASSIGNMENT-SUBCONTRACTING:** 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 Buyer, including by operation of law. Any transfer or assignment in violation of this provision shall be null and void. Buyer, 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 Buyer shall provide prior written notice thereof to Supplier.

14.1 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. Buyer may, if necessary, approve in writing the subcontractor's payment terms at the request of Supplier. Notwithstanding the approval of Buyer 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 Buyer for the performance of the Supply subcontracted. No default of its subcontractors shall exclude or limit Supplier's liability.

**15 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 Buyer makes no warranty or representation related to the condition of the Entrusted (or Bailed) Property.

15.1 Entrusted (or Bailed) Property remains the property of Buyer or of the person who entrusted it to Buyer. The Entrusted (or Bailed) Property shall be clearly identified as Buyer's property and stored separate and apart from the property of Supplier or any other third party. Buyer 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 Buyer. Supplier shall send Buyer, in December of each year, an inventory of the Entrusted (or Bailed) Property which has been placed at Supplier's disposal or financed by Buyer. If Supplier fails to submit such inventory, Buyer may carry out the inventory at Supplier's sole expense.

15.2 Upon Buyer's request, Supplier shall, as soon as possible, return the Entrusted (or Bailed) Property to Buyer 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 Buyer, Buyer and Supplier shall update the inventory of which Party possesses the Entrusted (or Bailed) Property.

**16 INDEMNIFICATION, LIABILITY & INSURANCE:**

16.1 For the duration of the Order and after the termination thereof, Supplier shall indemnify, defend and hold Buyer 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.

- 16.2 Buyer 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.
- 16.3 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 Buyer;
  - 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 Buyer, 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>
Worker's 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 Buyer 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 Buyer 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 Buyer with respect to claims by Supplier or other persons as if Buyer were separately insured. All insurance policies shall provide for thirty (30) calendar days prior written notice to Buyer (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 Buyer 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 Buyer-supplied parts of any Industrial Equipment for the replacement value of the parts at a minimum, and to provide a certificate to Buyer 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.

- 17 NON-WAIVER:** The rights and remedies provided Buyer pursuant to the Purchase Order shall be cumulative and in addition to any other rights and remedies provided by law or equity. Any term or provision of the Purchase Order may be waived, or the time for its performance may be extended by Buyer, only in writing. The failure of Buyer to enforce at any time any provision of the Purchase Order shall not be construed to be a waiver of such provision, nor in any way to affect its validity or any part hereof or the right of Buyer thereafter to enforce each and every such provision. No waiver of any breach shall be held to constitute a waiver of any other subsequent breach.
- 18 ASSIGNMENT:** Seller shall not, by contract, operation of law, or otherwise (a) assign any of its rights or interest in the Purchase Order, including, but not limited to, any right to monies due or to become due; (b) delegate any of its duties or obligations under this Purchase Order; or (c) subcontract all or substantially all, of its performance of the Purchase Order to one or more third parties without Buyer's prior

written consent. No assignment, delegation, or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under the Purchase Order, or prejudice any of Buyer's rights against Seller, whether arising before or after the date of the assignment, including, but not limited to set off or recoupment.

- 19 GOVERNING LAW:** The terms of the Purchase Order shall be governed and construed in accordance with the laws of California without regard to its choice of law rules. The exclusive jurisdiction for the resolution of any dispute arising hereunder shall be the federal and state courts in Orange County, California.
- 20 EXPORT CONTROL:** 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, technology, and products that the Parties may exchange within the framework of the performance of the Order.
- 20.1 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.
- 20.2 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 Buyer, for any license or governmental authorization necessary to so authorize Buyer to receive and use the Supply and deliver such to customers or any other authorized end user specified by Buyer to Supplier. Supplier agrees to immediately notify Buyer 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 Buyer of all or part of the Supply to a third party. It is hereby agreed that notification of Buyer 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 21 ETHICS:** 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.
- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 Applicable Law; Dispute Resolution: 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 California, 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 California. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these General Purchasing Conditions.
- 21.6 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.
- 21.7 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)").

- 21.8 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 22.9 hereinafter.
- 21.9 Subject to Article 22.8, 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.
- 21.10 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.
- 21.11 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 22.12.
- 21.12 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.
- 22 FORCE MAJEURE:** 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 Buyer, 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 Buyer. Buyer 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.
- 22.1 Buyer shall be excused for any failure or delay in performance due to any cause beyond its reasonable control, including any cause attributable to Buyer's Customers.