

## Safran Sensing Technologies Switzerland SA Standard Terms and Conditions of Sale

### 1. SCOPE

The Terms and Conditions ("Terms") contained herein shall apply to all quotations and offers made by and purchase orders accepted by Safran Sensing Technologies Switzerland SA (hereinafter referred to as "Safran STS"). These Terms apply to all sales made by Safran Sensing Technologies Switzerland SA except to the extent the Terms conflict with an agreement signed by Safran Sensing Technologies Switzerland SA and Buyer. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the Buyer. In such case, the Terms contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. Safran STS failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of Safran STS before becoming binding on either party.

### 2. PRICE, TAXES AND QUOTATIONS

Prices are subject to change on thirty days' notice to Buyer. Any order that can be cancelled and rescheduled pursuant to paragraph 6(a) is subject to a price change immediately. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by Safran STS are those current at the date of quotation and shall be subject to variation by Safran STS.

### 3. PAYMENT TERMS

Unless otherwise agreed in writing, Payment terms shall be net thirty (30) days from the date of invoice. In case of payment delays, The amount due shall be increased by an yearly interest payment at the rate of fifteen (15%), from the day after the due date as per the invoice until the effective payment date when the money has arrived on Safran STS ' account, pro rata temporis (1 year = 360 days). Interest shall be payable upon receipt of the debit note sent by Safran STS . Unless otherwise agreed in writing, all payments are to be Swiss Francs. Where payment is made by letter of credit, all costs of collection shall be for Buyer's account. In the event that Safran STS is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorney's fees and costs of suit.

### 4. DELIVERY

Unless otherwise agreed in writing, sales are Ex-Works Yverdon-les-Bains (Incoterm 2010). Safran STS may deliver goods in one or more consignment and invoice each consignment separately. Unless otherwise agreed in writing, delivery time is not of the essence. Except as specified in 6(b), Safran STS does not accept liability for any loss arising from delay in delivery of goods. Costs for packing, insurance and transport, including customs taxes, if applicable, are at the expense of the Client.

### 5. ACCEPTANCE, TITLE AND RISK OF LOSS

Buyer shall notify Safran STS of any visible defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment. Failure to notify Safran STS in writing of any visible defects in the products within such period shall be deemed an unqualified acceptance. Title in the goods shall pass upon Buyer's final payment to Safran STS for the goods. Risk in the products shall pass to Buyer as soon as the goods have been placed with a transport agent.

### 6. ORDER CANCELLATION

(a) *Buyers Cancellation for Convenience:* Buyer may cancel any order for convenience on the following terms: (i) For standard and custom products, Buyer may cancel or reschedule a product only with a written agreement duly signed for approval by Safran STS Switzerland Ltd and may be subject to special charges.

(b) *Buyers Cancellation for Default:* Upon written notice to Safran STS , any order may be canceled in whole or in part in accordance with the terms hereof, because of Safran STS failure to deliver products by the Confirmed Shipping Date (this failure hereinafter called "Default"). Cancellation by Buyer for Safran STS Default, shall be effective only upon Safran STS failure to correct such Default within a reasonable period of time, but not less than thirty (30) days after receipt by Safran STS of written notice of such Default

(c) *Safran STS Cancellation for Insolvency:* Safran STS shall have the right to cancel any unfilled order without notice to Buyer in the event that Buyer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.

### 7. LIMITED WARRANTY

Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to Safran STS published specifications or other specifications accepted in writing by Safran STS for a period of one (1) year from the date of shipment of the products. The foregoing warranty does not apply to samples or pilot run or any products which have been intentionally opened, subject to misuse, neglect, accident, degolding, heating above the maximum operational temperature, shocks greater than limit specified in Safran STS datasheet, repetitive shocks, modification or which have been soldered or altered such that they are not capable of being tested under normal test conditions. Safran STS shall make the final determination as to whether its products are defective. Safran STS sole obligation for products failing to comply with this warranty shall be, at its option, to either repair, replace or issue credit for the nonconforming product where, within fourteen (14) days of the expiration of the warranty period, (i) Safran STS has received written notice of any nonconformity; (ii) after Safran STS written authorization, Buyer has returned the nonconforming product to Safran STS ; and (iii) Safran STS has determined that the product is nonconforming and that such nonconformity is not the result of improper installation, repair or other misuse. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAFRAN STS DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS PRODUCTS. Buyer shall pass this warranty to any third-party purchaser of Safran STS products.

### 8. LIMITED LIABILITY

Neither Safran STS nor Buyer shall be liable for incidental or consequential damages, including but not limited to, the cost of labor, re qualifications, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any Safran STS product. If Safran STS has any liability for breach of contract, breach of any implied condition, warranty or representation, the aggregate liability of Safran STS to Buyer shall be limited in respect of any occurrence or series of occurrences to the contractual value of the goods or services that are the subject of the contract.

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential.

Furthermore, it is strictly forbidden to open Safran STS products and/or to proceed to any reverse engineering action

## 9. PATENTS

(a) *Indemnification:* Subject to the limitations herein, Safran STS will defend any suit or proceeding brought against Buyer if it is based on a claim that any product furnished hereunder constitutes an infringement of any EFTA member country intellectual property rights. Safran STS must be notified promptly in writing and given full and complete authority, information and assistance (at Safran STS expense) for defense of the suit. Safran STS will pay damages and costs therein awarded against Buyer but shall not be responsible for any compromise made without its consent. In no event shall Safran STS liability for such damages and costs (including legal costs) exceed the contractual value of the goods or services that are the subject of the lawsuit. In providing such defense, or in the event that such product is held to constitute infringement and the use of the product is enjoined, Safran STS, in its discretion, shall procure the right to continue using such product, or modify it so that it becomes non infringing, or remove it and grant Buyer a credit for the depreciated value thereof. Safran STS indemnity does not extend to claims of infringement arising from Safran STS compliance with Buyer's design, specifications and/or instructions, or use of any product in combination with other products or in connection with a manufacturing or other process. The foregoing remedy is exclusive and constitutes Safran STS sole obligation for any claim of intellectual property infringement and Safran STS makes no warranty that products sold hereunder will not infringe any intellectual property rights.

(b) *Safran STS Retains its Intellectual Property:* The sale of any goods hereunder does not convey any license by implication, estoppels or otherwise covering combinations of the goods with other equipment data or programs. The company retains the copyright in all documents, catalogs and plans supplied to Buyer pursuant to or ancillary to the contract. Unless otherwise agreed in writing, Buyer shall obtain no interest in any mask or other tooling used in the production of any Safran STS product.

## 10. LIFE SUPPORT

Safran STS products are not authorized for use as critical components in life support devices or systems without the express written approval of an officer of Safran STS SA. As used herein: (a) Life support devices or systems are devices which (i) are intended for surgical implant into the body, or (ii) directly support or sustain life and whose failure to perform when properly used can be reasonably expected to result in significant injury to the user; (b) a critical component is any component in a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.

## 11. CONFIDENTIAL INFORMATION

## 12. FORCE MAJEURE

Safran STS shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of god, acts of the Buyer, act of civil or military authority, war, riots, concerted labor action, shortages of materials, or any other causes beyond the reasonable control of Safran STS. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

## 13. EXPORT REGULATIONS

Buyer agrees to comply fully with all laws and regulations concerning the purchase and sale of goods. In particular, Buyer agrees to comply

with the Export Administration Regulations of SWITZERLAND in so far as they apply to the sale of goods. The goods are licensed by Swiss for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion is prohibited.

## 14. ASSIGNMENT AND SUBCONTRACTING

Safran STS shall be entitled at all times to assign its rights under the contract (in whole or in part) or to subcontract any part of the work or services to be provided under the contract as it deems necessary or desirable.

## 15. NOTICES

Any notice hereunder shall be deemed to have been given if sent by prepaid first class mail to the party concerned at its last known address. Notice to Safran STS shall be to: Safran STS SA, Av. Des Sciences 13, 1400 Yverdon-les-Bains- SWITZERLAND.

## 16. WAIVER

Failure by Safran STS to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

## 17. APPLICABLE LAW

Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of Switzerland, court of jurisdiction shall be Lausanne.