

 **AIRBUS** | Supply



General Terms and Conditions of Access to and Use of Airbus Private Part of Supplier Portal (GTCs)

Airbus|Supply.com
The supplier portal

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Airbus|Supply in the Airbus Portals landscape



Single points of access to services and information dedicated to specific audiences

Airbus|Supply : a public and a private area



The public area of the Supplier Portal

The public area is **freely accessible** through the on-line acceptance of a document called “**Legal Disclaimer**”, you will find this document on www.airbusupply.com, on the top-left part of the page. (1)

The public area contains general information such as how to get access to the private area of the Supplier Portal, how to work with Airbus, information about policy on Environment, Health and safety (EHS) ...



View of the **public** area of Airbus|Supply



The private area of the Supplier Portal

The private area gathers confidential information and collaborative and interactive services and **its access is controlled and protected** by security tools and passwords.

Information and data displayed and exchanged are subject to the **prior signature of the General Terms and Conditions** of Access to and Use of Airbus Private Part of Supplier Portal (GTCs) (2)

The GTCs shall be signed by the authorised representatives of the company.



View of the **private** area of Airbus|Supply



What are the GTC ?

The GTCs detail the terms and conditions under which Airbus grants to Suppliers a license to access and use the private area of the Supplier Portal and the rules applicable while accessing the portal, in areas such as :

- portal availability,
- privacy of personal data,
- rights on data exchanged,
- liabilities because of the Portal and applicable law.
- ...

✚ In addition, when required, Specific Terms and Conditions (STCs) also need to be signed for services having specific features, when not covered by the GTCs.



The GTCs relate to the Airbus Supplier Portal as a “communication tool”. They do not affect the commercial relationship between Airbus and its Suppliers established through documents such as non-disclosure agreement, procurement contracts, maintenance agreements, sales contracts for Customers...



Here are definitions of some terms of the GTCs

? Airbus' data, company's Data

The GTCs are signed one time only per Supplier, and cover access to the private area of the Supplier Portal. The type of data exchanged by the Suppliers and Airbus through the Portal depends on the services the Supplier has access to. The exchanges of data are not limited to one service or one type of data like non-technical data or data specific to a program.



Today ASPI, e-Room, Supply Chain, are different services accessible through the Supplier Portal. The GTCs cover all the types of data that may be exchanged in the frame of each service.





Contract

The definition of contracts is intentionally large in order to include all contracts, agreements, commercial documents and procurement activities such as calls for tender and to ensure that the provisions of these contracts will be considered.

In any case, the contracts prevail over the GTCs and cannot be modified by the GTCs and STCs. The basic principle is that the commercial agreements cannot be challenged by the rules applicable to the Portal.

User documentation

An user documentation stating the technical requirements for an optimal use of the Portal (recommended equipment/configuration) and providing some rules is accessible through the public area of the Portal for information purpose.

The user documentation also provides for help desk numbers and online assistance.



2 Purpose – Contractual documents



The contractual documentation comprises the GTCs, as well as the STCs for services having specific features.

The purpose of the GTCs is to grant to the Supplier a license to use the Supplier Portal and to define the rules applicable when accessing and using the Portal.



▶ To access the Supplier Portal, the subcontractors of Airbus' Suppliers shall sign the GTCs. However it does not create any direct contractual relationship between Airbus and the subcontractor of Airbus' Supplier other than for the purpose of using the Portal to communicate.





The purpose of the GTCs is to provide rules applicable to the mean of communication called the Supplier Portal, and this clause is linked to the Portal itself, the system and the databases, whatever the type of data exchanged through this mean of communication.



4 Administrators and designated users



The Supplier shall determine within its organisation one administrator and provide to Airbus the number of users to be connected to the service(s) for the performance of the Supplier's obligation under any contract.

The authorisation of connection to a service accessible through the private area of the Supplier Portal together with the name of the administrator, and the number of designated users will be confirmed by Airbus by means of a "Service letter" sent to the Supplier.





The Portal equipment is under the control of Airbus, and the Suppliers are expected to provide their own equipment to access the Portal, at the state of the art level in order to prevent intrusion of malicious code and third parties in the system, the databases and the Supplier Portal.

Nevertheless, cases of force majeure remain enforceable when evidenced. A documentation on Airbus Supplier Portal Security (“Supplier Portal Security Functions”) is available upon request to Airbus.





Airbus does not warrant the access, or the use of the Supplier Portal without error or discontinuance.

However, the purpose of this clause is to avoid or limit the consequences for both parties of Portal unavailability by considering the possibility of adequate alternative solutions to exchange data, to be agreed by the parties, on a case by case basis.





The confidentiality of the data exchanged is governed by the confidentiality provisions of the various contracts in force between the Supplier and Airbus. The wording of the clause highlights the prevalence of such contracts.

Nevertheless, in order to protect both parties, the GTCs provide for rules applicable to the data exchanged by the parties, would no contract be in force between them: all data exchanged are deemed confidential and subject to the authorisation of the other party before any disclosure.

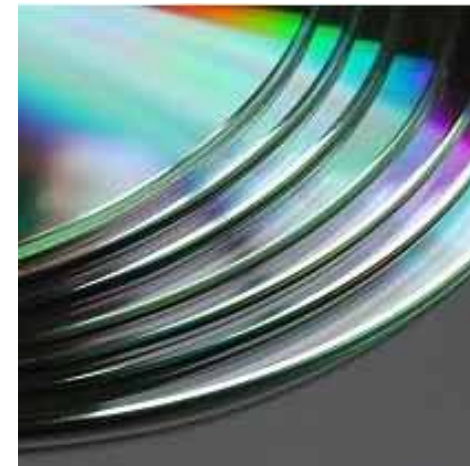




Would no contract be in force between Airbus and the Supplier, the provisions of the GTCs related to the ownership of the data exchanged apply.

Either party may adapt, translate, make hard copies and numeric reproductions of data received from the other party, for internal use only and the sole purpose of the co-operation between them.

The infringement provision is linked to the Supplier Portal as a communication tool and aims at avoiding any seizure and/or legal or judicial unavailability of the Portal itself.





Personal Data taken from computers (such as type of operating system, browser, etc.) and data provided directly by the designated users (such as profile information or service subscription related files, i.e. “Cookies”) are considered as private material and shouldn’t be sold nor used for commercial purposes.

Personal Data collected in databases are protected under French law and such databases are declared to the “CNIL” (“Commission Nationale de l’Informatique et des Libertés.”) which has a mission of control.

When applicable, the Supplier shall comply with any local law towards the relevant authority(ies) with regard to data protection principles.



The GTCs refer to article 27 of the French law n°78-17 of January 6, 1978 : [Click here to access](#)
For information purpose only, an English translation of this law is available : [Click here to access](#)



Liability of Airbus in relation to the Supplier Portal is limited to the liabilities applicable to a mean of communication.

The Supplier Portal is an Airbus tool, provided “as is” and “as available” by Airbus to the Company, for its use in the frame of commercial exchanges.

Warranties and liabilities linked to the content of the data exchanged are covered by the contracts.





The Supplier Portal is a sensitive communication tool shared by thousands of users, and Airbus needs to be very reactive in order to protect the whole system would any problem occur or is suspected to occur.

The Supplier Portal being an Airbus tool giving access to services developed and supplied by Airbus, only Airbus is entitled to grant an access to the Suppliers.

The GTCs do not have a limited duration, and both Airbus and the Suppliers are entitled to terminate the GTCs at any time, with one month prior notice. In the event of termination of the GTCs with a given Supplier, Airbus will continue to operate the Supplier Portal with other Suppliers.





Airbus must be able to reorganise the management and the operation of the Portal, and to change if required its information technologies service providers and consultants.

Asking for the prior authorisation of thousands of Suppliers is not foreseen.





The information technology equipment to run the Supplier Portal is mainly located in France and the Portal is operated in France.

Article 3 of the European Directive n°2000/31 dated 8th of June 2000 provides that the law applicable to a service provider of the information of a company is the law of the State where this service provider is established.





In order to manage the signature of this document Airbus has set up a procedure and a specific database.

Each legal entity of the Supplier is required to sign the GTCs on its behalf only, and to provide Airbus with the name of the administrator, as well as the proposal for the number of designated users for each service.



How to access to the private area of the Supplier Portal ? (1/2)



Supplier which wants to access the private area of the supplier portal needs to :

- STEP 1** Download and print the GTCs in two copies, together with the Company Registration Form (These documents are available through <http://www.airbussupply.com> by clicking on the “How to register” link)
- STEP 2** Fill in the Company Registration Form
- STEP 3** Have the GTCs and the Company Registration Form signed by an authorised representative(s) of the company
- STEP 4** Send the signed paper copies back to Airbus (2 copies of the GTCs and 1 copy of the Company Registration Form)

Address : **Airbus supplier Portal team**
Pythagore Building
17 Avenue Didier Daurat
31700 Blagnac



Upon receipt of the request from the Supplier, Airbus will :

Check if the request of the Company is relevant (business relationships, potential Supplier, contract...).



How to access to the private area of the Supplier Portal ? (2/2)



If the request is accepted, Airbus|Supply teams will :

- ✎ Send one signed copy of the GTCs (and if applicable STCs) to the Supplier, together with a “Service letter” detailing the service(s) to which the Supplier is granted an access, and confirming the administrator, and the designated users.
- ✎ Deliver one-time password to the administrator and the designated users to be changed at the first connection to the private area of the Supplier Portal

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