



GENERAL PURCHASING CONDITIONS OF AIRBUS HELICOPTERS ESPAÑA, S.A.

1. Scope

These general purchasing conditions (hereinafter referred to as "General Conditions") are applicable to all purchase orders placed by Airbus Helicopters España, S.A. (hereinafter referred to as the "Purchaser",) for products and/or services (hereinafter referred to as "Products" and "Services") with a supplier, service provider or sub-contractor (hereinafter referred to as "Supplier"). Supplier hereby expressly renounces to apply or refer to its own general terms and conditions.

The acknowledgement of receipt of a purchase order shall be duly filled in, signed and returned to the Purchaser within 14 days from receipt of the aforementioned purchase order, failing which the purchase order shall be deemed accepted by Supplier. Any reservation expressed by Supplier will only be valid if formally accepted by the Purchaser.

2. Price and Payment

Unless otherwise stipulated in the order, prices are firm and fix, exclusive of Value Added Tax (VAT), sales taxes or turnover taxes, and inclusive of packaging.

The invoice relating to Products and/or Services shall be forwarded to the Purchaser's Financial Department, Supplier Accounting Service (FAS).

An invoice shall only refer to one specific order indicating the order number, the item number, the item description, numbers and dates of relevant delivery notes.

Subject to acceptance of Products and Services, payment shall be made within thirty (30) days from the end of the month in which the invoice is issued, paid the tenth (10th) day of the next calendar month (30EOM10).

Should the payment day be a Saturday, Sunday or a bank holiday the payment shall be made the following business day.

Any interest for late payment shall be limited to the legal interest rate published by the Government within the General Budget Law.

3. Quality

Supplier shall have the responsibility for verifying, guaranteeing and certifying compliance of its Products and Services with all applicable industry standards and regulations in effect (such as those relating to

environment), and with quality requirements applicable to the Purchaser's suppliers as specified in the order. Supplier must demonstrate that it possesses the means, qualifications, authorizations and organization necessary to meet said requirements.

Supplier hereby undertakes to preserve suitable information allowing traceability of manufacturing and control operations to be guaranteed for as long as it's Products and Services are used by the Purchaser or its clients.

Costs incurred by the Purchaser attributable to Supplier's failure to respect said quality requirements will be invoiced to Supplier.

The Supplier shall advise the Purchaser about any special, not generally known handling and disposal requirements and shall provide for each delivered good a manufacturer's certificate of conformity.

4. Tooling and Purchaser Furnished Items

All production means, documents and objects of any kind provided to the Supplier by the Purchaser remain the property of the Purchaser. All tooling manufactured by the Supplier and paid by the Purchaser for performance of the purchase order shall be the property of the Purchaser. They shall be used exclusively for performance of the purchase order.

An inventory of said production means must be drawn up by the Supplier, approved by both Parties and kept up to date by Supplier, at its expense.

The Supplier shall store them separately and mark them as the property of the Purchaser.

Supplier shall be responsible for such production means in its custody, and shall bear all costs pertaining to maintaining them in good operation and preserving conditions.

5. Sub-Contracting

The Supplier shall not sub-contract any of its obligations under the purchase order unless otherwise agreed in writing by the Purchaser.

In any case, Supplier shall remain liable to the Purchaser for performance of the order irrespective of whether the order is performed by Supplier or by its sub-contractors.

6. Export Control

The deliveries or services or part of them may be subject to export laws and regulations ("Export Regulations"). The Parties acknowledge that diversion contrary to such Export Regulations is prohibited.

The Supplier shall identify any part of the delivery or service that is subject to Export Regulations at the time of receipt of an order. Until actual delivery, amendments to such information shall be provided by Supplier in the event of a change in Export Regulations or an envisaged change of the classification by Government, and the Supplier shall provide the Purchaser with all information concerning such applicable Export Regulations.

The Supplier shall deliver, as part of the order, a completed "Suppliers Export Control Classification Declaration" template, which shall be provided by the Purchaser.

The Supplier shall clearly indicate on all delivery notices the export control classification number and the number of the applicable export license; furthermore all documentation provided in furtherance of a license shall be marked with the appropriate applicable export license number and distribution restrictions.

The Purchaser will provide Supplier with all information necessary to evaluate the applicability of license regulations.

Whenever all or part of the delivery or service is subject to an export or import authorization requirement, and without prejudice to its obligations under this Provision, the Supplier shall:

- be responsible for obtaining in time, at no cost to the Purchaser, all relevant official approvals, licenses and authorizations required for the export of his deliveries and services to, delivery of them to, and use of them by the Purchaser and the Customer or End User in accordance with these General Conditions or the order or as provided by the Purchaser's End-Use Statement; and
- provide Purchaser with a complete copy of the export authorization certificate, including a copy of all provisos that relate to the compliance obligations of the purchaser or are relevant to him in any other way.
- In the case that Technical Assistance Agreements ("TAA's") are required for the fulfillment of the order, the relevant templates and guidance shall be provided by the Purchaser upon request of the Supplier.
- Notwithstanding anything to the contrary in these General Conditions, the following provisions are of essence for the order:
- Purchaser's ability to deliver and support Items/Commodities fitted with the delivery or service that are not listed on an export control list worldwide – provided that Purchaser follows all applicable catch-all restrictions for his products - or

- Customer's or End-user's ability to use, operate and maintain the products that are listed on an export control list as provided by the End-Use Statement. In the event of Supplier's non-compliance with its obligations under these provisions to supply the Items/Commodities or services compliant with the above requirements, the Supplier shall, at its own costs, and within a timeframe compatible with the Purchaser's business needs take the appropriate actions to comply with, by:

- obtaining from the relevant administration any required authorization, or
- replacing or modifying the restricted technology.

Notwithstanding any other provision of these General Conditions or the order, the Supplier shall be liable for all damages, losses, and liabilities incurred by the Purchaser as the result of the Supplier's negligent non-compliance with its obligations under these provisions.

In the event that any Export Regulation or change thereof or decision of a government or regulatory authority delay or prevent the Supplier from complying with its obligations under this article and should this event be at the same time compelling, unpredictable, unavoidable and beyond the Suppliers control, the Supplier shall not be deemed to be in default of its obligations under the order.

7. Delivery and Acceptance

The Product or Service due delivery date is indicated on the order.

Deliveries shall be made DAP in accordance with ICC Incoterms 2010 at the location indicated in the purchase order, or failing that at the Purchaser's premises.

The delivery note shall bear the order number, the item numbers, the description and quantity of Products and documents pertaining to services.

The relevant certificate of conformity, duly signed, must be enclosed in the delivery note.

The Purchaser reserves the right to reject any Product delivered in advance of the due delivery date or any defective Product. In such cases the Purchaser may return or store such Product at the Supplier's risk and cost.

Supplier undertakes to promptly carry out all actions necessary to bring Products and Services into compliance at its own costs.

8. Delay in Performance of Obligations

Supplier hereby undertakes to inform the purchaser in writing without undue delay of any foreseeable or noted delay in performance of its obligations.

The Supplier shall use its utmost endeavors to mitigate such delay and shall advise the Purchaser of corrective measures undertaken.

Except in case of force majeure, any delay will entitle the Purchaser to apply penalties for late delivery in the amount of 0.2 % per day of the delayed Product or Service price up to a maximum of 5% of the total value of the order.

The Purchaser shall be entitled to invoice the above penalties for delay or may reduce any such penalties from its payment obligations.

Furthermore, the Purchaser hereby reserves its rights at law, such as the right to terminate the order and/or to claim in the event the amount of damage exceeds the total amount of the above maximum penalties for delay, the full amount of such excess damage in respect of all losses, expenses, costs, claims and other damages incurred by the Purchaser arising from the delay.

9. Warranty

Supplier hereby warrants that Products and Services comply with the contractual specifications, the state of the art, and are free from defect in design, material or workmanship.

This warranty shall remain valid for a period of 24 months from the date on which Products and Services are accepted by the Purchaser.

During said period, Supplier undertakes to promptly repair or replace (at the Purchaser's sole option) any defective Product or Service at its own costs. Performance of the warranty by Supplier may take place at the Purchaser's premises, at the premises of its client or at Supplier's premises, at the Purchaser's sole option. The warranty period shall be extended by the time taken for the repair or replacement. The right to claim damages shall remain explicitly reserved.

This contractual warranty is applicable without prejudice to other warranties available at law.

10. Spare Parts and Obsolescence

The Supplier shall supply spare parts to the Purchaser under reasonable conditions throughout the period of the usual technical lifetime of the Product.

If the Supplier discontinues the delivery of the product he shall endeavor to provide the Purchaser with the opportunity for a last order under reasonable conditions.

11. Intellectual Property Rights

In the event that the Purchaser totally or partially funds its development, the Purchaser shall acquire full ownership of all intellectual and industrial property rights over Products and Services subject of the purchase order, notably as regards drawing files, plans,

technical memoranda, drawings, models, prototypes, specific tooling.

The Purchaser alone shall be entitled to (i) file for intellectual property registrations in its own name and its own behalf and / or (ii) receive all intellectual and industrial property protection acquired by the Supplier, if any. As regards creations protected by copyright (including software and databases), Supplier shall assign all transferable rights to the Purchaser in consideration of the price paid by the Purchaser on the grounds of the purchase order, notably reproduction, representation, reengineering, use, operation, distribution, adaptation, modification, update, correction, translation and marketing rights pertaining to creations produced in the frame of the purchase order, for the entire duration of protection and for all countries where said protection exists.

The Supplier shall inform the Purchaser upon receipt of the order if any open source software is used and / or integrated within the product. Failing this, the Purchaser shall be entitled to terminate the order for default and / or to request compensation for damages suffered.

Supplier shall indemnify and hold the Purchaser harmless from any third party claim alleging infringement of intellectual property in relation to the Products and Services it delivers, and hereby undertakes to bear all consequences of such claims.

12. Insurance

The Supplier shall conclude and maintain with insurers of recognized reputation and security adequate insurance policies to cover its liabilities under the purchase orders issued by the Purchaser. At a minimum, Supplier shall maintain:

- a Hangar keeper's Liability Insurance or Property on Care or Custody Insurance of no less than 6.000.000 (six million) EUR
- a General Third Party liability Insurance for an amount of no less than 2.000.000 (two million) EUR
- a Product Liability Insurance of no less than 20.000.000 (twenty million) EUR

per event and in aggregate per year.

The Supplier shall provide certificates of such insurances upon request.

The Supplier shall indemnify and hold the Purchaser harmless against all liabilities, damages, losses, costs and expenses for injury or death of any person, for loss of or damage to any property, including without limitation the Purchaser and its Customers' property and personnel, arising out of product liability which is attributable to a defective Item.

13. Termination

In case of breach by Supplier of any of its obligations, the Purchaser hereby reserves the right, if the breach is not remedied within 30 (thirty) days from the Purchaser's written notice, to terminate all or part of the order for default of the Supplier without prejudice to the Purchaser's right to claim damages and any other remedies which the Purchaser may have at law or under the order.

In case of Purchaser Furnished Items, the Supplier must undertake all costs of transfer, installation and adaptation of such items to the Purchaser's premises or to another supplier's site.

The Purchaser shall be entitled to terminate the purchase order by providing 30 (thirty) days written notice in the event of a significant modification in Supplier's share capital / in case of a change of control.

14. Confidentiality

The following information shall hereinafter be referred to as "Confidential Information":

- the order and any and all information relating to its content;
- any and all other information communicated by one Party to the other, or to which one Party could have access in connection with the negotiation or the performance of the order, while on the other Party's premises or not, and/or any information which is:
 - in tangible, visible or recorded form (including but not limited to equipment, materials, computer software, data, processes, specifications, drawings and other documents) and marked as "Proprietary" and/or "Confidential" or with some other similar marking or denomination; or
 - communicated orally and is said to be proprietary and/or confidential in its nature and which is thereafter converted into tangible, visible or recorded form; and
- Either Party's Intellectual Property Rights

Each Party undertakes to the other that it shall keep the Confidential Information secret and will use it exclusively for the purpose of the order and shall not disclose any Confidential Information to any third party, without the other Party's written consent, except as permitted under this Article or elsewhere in the order.

Each Party may disclose Confidential Information only to its directors and employees and, in the Purchaser's case, to any of its consultants, customers and its affiliated companies, to the extent that such disclosure is limited to and necessary for the proper performance of the order and provided always that before making any such disclosure the Party making the disclosure in each case procure that each of such third parties is bound by similar obligations of confidentiality.

Any mention by the Supplier of the corporate name or trademarks of the Purchaser in advertising material,

references, credentials or other publications shall require prior written consent by the Purchaser.

15. Data Protection

Each Party shall comply with applicable Laws and Regulations relating to the protection of personal data including (i) those deriving from Directive 95/46/EC and (ii) guidelines and guidance notes issued from time to time by any relevant local authorities; and maintain all necessary registrations as required under such applicable Laws and Regulations, guidelines and guidance note. The Supplier shall treat any such personal data in accordance with the Purchaser's instructions and shall not use such personal data for any other purpose than executing the purchase order.

16. Environment and Hazardous Materials

The Supplier shall fulfill at any time all requirements according to applicable national and European law, including but not limited to Regulation No. 1907/2006 ("REACH").

The Supplier shall provide all information which the Purchaser needs to receive in order to use the Product and / or Services properly, in particular but not limited to information according to Articles 31 to 33 EU Commission Regulation 1907/2006/EEC ("REACH Regulation". Complete and correct provision of information shall be a prerequisite for proper deliveries. In case of failure to fulfill these information duties the deliveries are considered as defective.

A current version of the safety data sheet in accordance with REACH Regulation and the Directive 67/548/EEC ("Dangerous Substances Directive") in the Spanish and English language shall be included with each delivery.

17. Applicable Law and Settlement of Disputes

The General Conditions and purchase order shall be performed and construed under Spanish Law.

Any discrepancy or dispute arising from the construction or performance of General Conditions and the purchase order that the parties fail to resolve amicably within a time period of 1 (one) month as of its notification, shall be brought exclusively before the Courts of Madrid, Spain.

18. Miscellaneous

Changes and amendments to these General Purchasing Conditions as well as side agreements require the written form.

If any of the above provisions should be or become ineffective, the validity of the remaining provisions shall remain unaffected. The parties hereto agree to replace, as far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect.