

GENERAL PURCHASING CONDITIONS OF AIRBUS HELICOPTERS

1. Scope

These general purchasing conditions (hereinafter referred to as "General Conditions") are applicable to all purchase orders placed by Airbus Helicopters (hereinafter referred to either "Purchaser" or "Airbus Helicopters") 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").

The acknowledgement of receipt of a purchase order shall be duly filled in, signed and returned to Airbus Helicopters 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 Airbus Helicopters.

The Supplier and Purchaser shall be hereinafter collectively referred to as "Parties" or individually referred to as "Party".

2. Price and Payment

Unless otherwise stipulated in the purchase 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, issued in 3 copies, shall be forwarded to Airbus Helicopters's Financial Department, Supplier Accounting Service.

An invoice shall only refer to one specific purchase order indicating the purchase order number, the Products and/or Services number, the Products and/or Services 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.

If any amount due to the Supplier remains unpaid after the date on which it is payable (the "Due Date"), the Supplier shall be entitled to charge interest on such sum from the Due Date until the actual date of payment of such a sum at a rate of three times the legal interest rate ("taux d'intérêt légal") in force at the time when the payment should have been made. The penalties are due the day after the payment date set out by the invoice, without any notice being necessary.

In addition to the late payment interest, the Supplier shall be entitled to charge a lump sum for the collection expenses up to an amount of forty (40) euros in accordance with article L441.6 of the French Code de Commerce.

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 Airbus Helicopters' suppliers as specified in the purchase 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 Airbus Helicopters or its clients.

In the event of technical and / or administrative non-conformities as defined in ER070 06 01 "Quality Assurance General Requirements" the Purchaser shall be entitled for liquidated damages in case of:

(i) Technical non-conformity:

- a. In the amount of 400€ per non-conformity if the non-conformity is detected before integration on a sub-assembly or on the helicopter,
- b. In the amount of 1500€ per non-conformity if the non-conformity is detected after integration on a sub-assembly or on the helicopter.

(ii) Administrative non-conformity: In the amount of 300€ per non-conformity whenever the non-conformity is detected in Purchaser's premise.

In the event the amount of damage exceeds the total amount of the above liquidated damages, the Purchaser shall be entitled to claim 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 technical and / or administrative non-conformities.

The Supplier has the right to prove that no damages have been suffered or that the occurred damages were substantially less than the liquidated damages requested by the Purchaser. In that case the lump sum shall be reduced accordingly.

The right of the Purchaser to claim the above liquidated damages is in addition to and not in substitution of any rights of the Purchaser under the General Conditions.

Any liquidated damages amount to be paid or credited by the Supplier to the Purchaser under this General Conditions may be deducted by the Purchaser from any payment due or to become due by the Purchaser to the Supplier in the frame of the present Order.

4. Tooling and Purchaser Furnished Items

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

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.

The Supplier does not have any retention right with respect to the above mentioned production means.

5. Sub-Contracting

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

In any case, Supplier shall remain liable to Airbus Helicopters for performance of the purchase order irrespective of whether the purchase 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 purchase 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 purchase 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 purchase 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 purchase 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 purchase order:
- Purchaser's ability to deliver and support Products and/or Services 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 Products and/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 purchase 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 purchase order.

7. Delivery and Acceptance

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

Deliveries shall be made DAP in accordance with ICC Incoterms 2010 at the location indicated in the purchase order, or failing that at Airbus Helicopters' premises except as otherwise agreed between the Parties in the purchaser order.

The delivery note shall bear the purchase order number, the Products and/or Services 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.

Airbus Helicopters reserves the right to reject any Product delivered in advance of the due delivery date or any defective Product. In such cases Airbus Helicopters 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 Airbus Helicopters 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 Airbus Helicopters of corrective measures undertaken.

Except in case of force majeure, any delay including delivery under warranty will entitle Airbus Helicopters to apply liquidated damages for late delivery as of the first day after the due delivery date 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 purchase order.

Airbus Helicopters shall be entitled to invoice the above liquidated damages for delay or may reduce any such liquidated damages from its payment obligations.

Furthermore, Airbus Helicopters hereby reserves its rights at law, such as the right to terminate the purchase order and/or to claim in the event the amount of damage exceeds the total amount of the above maximum liquidated damages for delay, the full amount of such excess damage in respect of all losses, expenses, costs, claims and other damages incurred by Airbus Helicopters 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 36 months from the date on which Products and Services are accepted by Airbus Helicopters.

During said period, Supplier undertakes to repair or replace (at Airbus Helicopters' sole option) any defective Product or Service at its own costs promptly, but not later than 15 days upon receipt of the notification of the defective Product or Service. Performance of the warranty by Supplier may take place at Airbus Helicopters' premises, at the premises of its client or at Supplier's premises, at Airbus Helicopters' 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 Airbus Helicopters 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 Airbus Helicopters with the opportunity for a last purchase order under reasonable conditions.

11. Intellectual Property Rights

All intellectual property created as a result of the work undertaken by the Supplier or its sub-contractors for the purpose of the purchase order shall automatically be transferred to the Purchaser and all such rights shall vest in and be the sole and exclusive property of the Purchaser. The Supplier undertakes to execute any assignment or other documentation necessary to give effect to the transfer of the intellectual property created as a result of the work undertaken by the Supplier or its sub-contractors for the purpose of the purchase order to the Purchaser.

The Supplier hereby grants to the Purchaser, at no additional charge beyond the price specified on the purchase order, an irrevocable, non-exclusive and worldwide license to use and have used all relevant Supplier's background intellectual property necessary

for the performance of the purchase order or the use of the Products and/or Services for the duration of the legal protection period of the intellectual property rights. The Supplier grants the Purchaser the right to sub-license all the above-mentioned rights.

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.

With respect to any third party claims, suits or actions relating to the infringement or alleged infringement of any intellectual property rights of a third party in relation to the Products and/or Services purchased or the purchase order, the Supplier shall defend, fully indemnify and hold harmless the Purchaser, its agents, successors and assigns, against any and all costs, losses, damages, liabilities, expenses (including legal fees), fines or other financial sanctions or loss of profit which may be incurred as a result of any alleged or proven infringement.

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 Airbus Helicopters. At a minimum, Supplier shall maintain:

- a Hangar keeper's Liability Insurance or Property on Care or Custody Insurance of no less than (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 Airbus Helicopters 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 Airbus Helicopters and its Customers' property and personnel, arising out of product liability which is attributable to a defective Products and/or Services.

13. Termination

Termination for Supplier's default:

In case of breach by Supplier of any of its obligations, Airbus Helicopters hereby reserves the right, if the breach is not remedied within 30 (thirty) days from Airbus Helicopters' written notice, to terminate all or part of the purchase order for default of the Supplier

without prejudice to Airbus Helicopters' right to claim damages and any other remedies which Airbus Helicopters may have at law or under the purchase order.

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

Airbus Helicopters 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.

Termination without default:

In the event of interruption, cessation or reduction of the Purchaser's development and / or manufacturing activities with respect to the helicopter program, notably in case of insufficient purchase orders from the operator and/or termination or cancellation of operator's purchase orders or contracts in progress, the Purchaser may terminate the purchase order (in whole or in part) by giving a sixty (60) Days prior written notice of termination to the Supplier.

Upon receipt of such notice, the Supplier must immediately stop all work related to the terminated purchase order.

Purchaser shall only pay to the Supplier:

- (i) already delivered and accepted Products and Services,
- (ii) all reasonable costs incurred in the work in process at the time of termination (which shall be subject to audit by Purchaser),
- (iii) all reasonable and demonstrable costs incurred as termination liabilities towards its subcontractors or suppliers.

The Supplier shall not be entitled to claim from the Purchaser any amount higher than the total price for the terminated purchase orders, less any payment already made by the Purchaser with regards to such purchase orders.

14. Confidentiality

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

- the purchase 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 purchase 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 purchase 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 purchase order.

Each Party may disclose Confidential Information only to its directors and employees and, in Airbus Helicopters' 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 purchase 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.

The obligations herein relating to confidentiality shall remain in full force and effect for the duration of any purchase order and continue for a period of 20 years from the date of expiry or termination of the purchase order, or as long as one (1) helicopter to which the purchase order relates remains in service, whichever is the longer.

Any mention by the Supplier of the corporate name or trademarks of Airbus Helicopters in advertising material, references, credentials or other publications shall require prior written consent by Airbus Helicopters.

15. Data Protection

In the event and to the extent that Personal Data is collected from the Purchaser and processed or used by the Supplier, the Supplier shall at all times comply with the European Union Regulation (EU) 2016/679 "General Data Protection Regulation" or "GDPR", as well as all applicable national Personal Data protection laws and regulations, all as amended from time to time (together referred to as "Data Protection Laws and Regulations") in force of the Order. The Parties mutually agree to enter into negotiations to determine appropriate measures to ensure compliance of the aforementioned laws when needed. The Supplier shall ensure that the obligations contained in this Article 15 are included in all contracts/orders which are entered into with its subcontractors in accordance with the provisions of Article 5 "Sub-Contracting".

On request from the Purchaser, the Supplier shall demonstrate the means implemented in order to ensure its compliance with data protection laws and regulations, and the Purchaser reserves the right to audit the Supplier in order to check the compliance of the Supplier to the applicable data protection laws and regulations.

"Personal Data" within this Article 15 means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (as defined in General Data Protection Regulation (EU) 2016/679).

16. Compliance

The Supplier shall ensure its compliance and the compliance of all Products and Services with all applicable laws and/or regulations as amended from time to time, including, but not limited to those in connection with:

(a) environment such as but not limited to REACH, health, safety, packaging and labelling; and

(b) the control, restriction, prohibition, recovery and/or elimination of inter alia, chemicals and/or hazardous substances and in each case, provide such information as the Purchaser may require in connection therewith; and

(c) transport;

(d) labour, employment, data protection and prohibition of corrupt practices, vigilance obligation; and

(e) anti-corruption.

Should the Supplier fail to comply with such laws and/or regulations, the Supplier shall indemnify and hold harmless the Purchaser from and against all consequences of such failure.

17. Anti-Corruption

The Supplier, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of the purchase order shall comply with all governmental statutes, laws, rules and regulations, including but not limited to all local and international anti-corruption laws applicable to the performance of its obligations and activities under this purchase order.

Accordingly, in the performance of the purchase order, the Supplier shall refrain from:

a) Offering, promising, arranging for or paying, either directly or indirectly, anything of value (including but not limited to monies, gifts and entertainment and special favours) to any individuals, including public officials, for the purpose of improperly inducing that individual to perform or fail to perform his/her official duties, or to assist the Supplier or Purchaser in obtaining business, retaining business or securing any improper advantage;

b) Offering or paying unofficial payments to public officials to speed up or obtain routine governmental actions (including but not limited to obtaining permits, licenses, or other official documents; processing governmental papers, such as visas and work orders; providing police protection, mail pick-up and delivery, or scheduling inspections associated with contract performance or transit of goods across country);

c) Seeking, accepting, or paying for any confidential, non-public information regarding competitors, tenders and technical specifications, bids and bid prices.

Public official within this Article 17 means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; any official, employee or agent of any public international organization; and any spouse or close family member related thereto.

The Supplier shall ensure that the provisions of this Article 17 are included in all contracts to be entered into with its subcontractors according to Article 5 "Sub-Contracting" of the purchase order.

The Supplier shall give notice immediately to the Purchaser of any investigation or legal proceeding initiated against the Supplier by any public authority relating to an alleged violation of applicable laws and regulations with respect to the execution and/or the performance of the purchase order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in the performance of the purchase order.

The Purchaser shall have the right at any time, through its internal or external auditors, to audit the means implemented by the Supplier and/or its subcontractors in order to ensure its compliance with anti-corruption Laws and Regulations, during normal business hours. In this respect, the Supplier and/or its subcontractors shall cooperate and provide full and immediate access to the Purchaser and its designated representatives to facilitate such audit.

If the Supplier does not comply with its obligations under Article 17 then Purchaser reserves the right to terminate the purchase order pursuant to Article 13 "Termination for Supplier's Default".

18. Applicable Law and Settlement of Disputes

Any purchase order shall be governed by and construed and shall take effect in accordance with the laws of France, excluding the application of the 1980 "United Nations Convention on Contracts for the International Sales of Goods".

In the event of any dispute, controversy or claim (a "Dispute"), arising out of or in connection with this purchase order including any question regarding its existence, validity or termination, the Parties shall make every effort to resolve the Dispute amicably within a period of three (3) months following written notification of a Dispute by one to the other.

If the Parties fail to amicably resolve the Dispute within the three (3) month period referred to above, such Dispute shall be finally determined and settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three (3) and the place of arbitration shall be Paris. The language to be used in the arbitral proceedings shall be English.

The existence and content of the arbitral proceedings and any rulings or award shall be kept confidential by the Parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a Party to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, (ii) with the consent of all Parties, (iii) where such information is already in the public domain other than as a result of a breach of this article, or (iv) by purchase order of the arbitral tribunal upon application of a Party.

The Parties may, by agreement in writing following the notification of the Dispute, elect to adhere to a different form of alternative dispute resolution or to litigate in courts of law, in purchase order to resolve the Dispute.

19. 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.