

BACK OF ORDER GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS OR SERVICES OTHERS THAN THOSE RELATED TO THE AERONAUTIC SECTOR

In case of not valid existing contract between the parties, the following Conditions shall be applied:

1. DEFINITIONS

Unless otherwise defined, capitalised terms, singular or plural, used in these General Terms and Conditions of Purchase and in all documents related to this Order, shall have the meaning set out below:

- o #Conditions# means the terms of purchase set out herein.
- o #Data# means all designs, drawings, specifications, proprietary information, trade secrets and other Intellectual Property.
- o #Excusable Delay# has the meaning of Force Majeure.
- o #Force Majeure event# means any event which is unforeseeable, unavoidable and beyond the control of one Party, the nature of which makes it impossible for all or part of this Order to be performed, including but not limited to acts of God, acts of the government in its sovereign capacity, explosions, war, riots, fire, floods, epidemics, quarantine restrictions, national strikes and freight embargoes, and which could not have been avoided by that Party through the exercise of reasonable foresight or reasonable precautions, and which cannot be circumvented by that Party's best efforts to establish acceptable work-around plans. For the avoidance of doubt the following events shall not be Force Majeure Events: refusal, or delay in receipt, of any permits, licences or any other approvals, permissions or consents necessary to carry out the Work or to perform obligations under this Order, whether from a government or any other authority, agency or body; or any event which occurred after a contractual deadline in respect of the Work.
- o #Intellectual Property# means technical information and data of all kinds, whether subject to statutory protection or not, including but not limited to inventions, drawings, designs, computer software (source and object code), technical data package, test results, manufacturing information, know-how and trade secrets or other confidential or proprietary information.
- o #Intellectual Property Rights# means patents, patent applications, registered and unregistered designs, copyright, trade-marks and other forms of statutory protection conferring rights in industrial or intellectual property, as well as rights arising as a result of the

application of the laws of confidentiality or contracts, where appropriate, to trade secrets and unpublished know-how.

o #Order# means the Specific Conditions, these Conditions, any attachment, and any amendment to the foregoing documents.

o #Parties# means collective or individual designation of the Purchaser and the Supplier.

o #Purchaser# means the EADS Company which places the Order and is identified on the front of the Order.

o #Specification# means the requirements defining the Supplies, if any, issued by the Purchaser and incorporated in the Order.

o #Specific Conditions# means the conditions negotiated and agreed between the Purchaser and the Supplier incorporated into and appearing on the front of the Order.

o #Supplier# means the company, person or entity upon whom the Order is placed and which is identified on the front of the Order.

o #Supplies# means all articles, materials, work, documents or services which are the subject of the Order.

## 2. PURPOSE AND SCOPE

These Conditions and the Specific Conditions agreed between the Parties on the front of the Order shall apply to the Order placed by the Purchaser on the Supplier. The Purchaser and the Supplier agree that any other of their standard terms and conditions of purchase, are expressly excluded under these Conditions and according to the Specific Conditions appearing on the front of the Order.

## 3. ORDER ACCEPTANCE

The acceptance of the Order constitutes acceptance of its particular conditions and this General Terms and Conditions of Purchase.

The Supplier shall confirm its acceptance of the Order to the Purchaser by signing a copy of the Order and returning it to the Purchaser by mail or by fax.

If the Supplier fails to accept the Order in this way, the Order shall be deemed to be accepted without reservation by the Supplier within fourteen (14) days, unless the Supplier notifies its refusal to accept the Order.

## 4. PRECEDENCE

These Conditions are an integral part of the Order and shall apply except to the extent that they may be

inconsistent with any special conditions agreed to appear on the face of the Order or otherwise incorporated in the Order, which shall have precedence over these Conditions.

## 5. QUALITY CONDITIONS

5.1 The Supplier undertakes to comply with the Purchaser's quality requirements expressed on the face of the Order.

5.2 The Purchaser's representatives and the representatives of any other organisation on the authority of the Purchaser's shall be allowed to visit the Supplier's premises and those of its permitted sub-contractors and shall be afforded all necessary facilities at a reasonable time to check the progress or quality of the Supplies.

5.3 Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Supplies and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligation under the Order.

5.4 The Supplier's inability to obtain or maintain such quality standard or the revocation of such quality standard shall constitute a material breach while entitles the Purchaser terminating the Order according to Condition 17.1 (#Termination for Supplier's Default#) without any liability to the Purchaser and without prejudice to any other remedies it might be entitled to under this Conditions or in tort.

## 6. DELIVERY

6.1 Delivery shall be strictly in accordance with the Order and at Supplier's risk and expense. The Purchaser shall have the option to terminate the Order in whole or in part without liability where delivery is not made in the date specified, without prejudice to any other right or remedy which the Purchaser may have and according to the provisions of Conditions 14.2 (#Non-Excusable Delay#) and 17.1 (#Termination for Supplier's Default#).

6.2 If the Supplies are delivered to the Purchaser in excess of the quantities ordered the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

## 7. PACKING, SHIPMENT AND DOCUMENTATION

7.1 The Supplier shall be obliged to package and ship the Supplies properly. All regulations related to packaging and shipment must be complied with. The Supplier shall be liable for all damages and losses sustained by the Purchaser as a result of incorrect or insufficient packaging.

7.2 Each consignment shall be accompanied by shipping documents, e.g. delivery slips, packing notes, etc. Order numbers and other data specified by the Purchaser in the Order must be indicated in all pertinent documents. The Purchaser must be provided with the notice of shipment, at the latest the day before shipment.

7.3 Any additional cost incurred by the Purchaser due to failure to observe the above provisions shall be charged to and borne by the Supplier.

7.4 If the Supplier requires the Purchaser to return any packaging material or containers to the Supplier that fact must be clearly stated on any delivery note delivered to the Purchaser and any such packaging material or containers shall only be returned to the Supplier at the cost and risk of the Supplier.

## 8. ACCEPTANCE OF SUPPLIES

8.1 The Supplies shall be received by the Purchaser as provided for in the Order. If the Purchaser refuses Final Acceptance of the Supplies, the Supplier shall take all necessary actions (replacements, repairs, etc) and shall bear all costs in order to ensure, within a period compatible with the Purchaser needs, the compliance of the Supplies with the requirements of the Order.

8.2 Within ten (10) days of the notification of the rejection, the Supplier must remove the rejected Supplies at its own expense and risk, otherwise it may be returned by the Purchaser at the Supplier's expense and risk.

8.3 If the Purchaser rejects all or part of the Supplies, the Purchaser reserves the right, in addition to the provision of Condition 17.1 (#Termination for Supplier's Default#) herein, to:

8.3.1) Compel the Supplier to replace the rejected Supplies within an indicated period;

8.3.2) Perform or have a third party performed operations to render the Supplies in conformity with the Order at the Supplier's costs if the Supplier fails to perform in due time the operations requested.

## 9. TITLE AND RISK

9.1 The transfer of ownership of the Supplies occurs upon the Purchaser Final Acceptance.

9.2 The Supplier is solely responsible for, and bears the risk of, the unloading. The Supplier is liable for any loss of, or damage to, the Supplies until complete unloading of the Supplies.

## 10. PRICE AND PAYMENT

10.1 Price and Taxes. Where prices have been agreed they shall be fixed and firm exclusive of VAT but inclusive of all other taxes, impost, fees and duties.

10.2 Invoices. The Supplier shall invoice the Purchaser for the Supplies and shall submit an invoice to the Purchaser, to the Department and for the attention of the person specified in the Order, after the despatch of Supplies and its Final Acceptance by the Purchaser as defined in Condition 8 (#Acceptance of Supplies#).

Each invoice shall include the designation, reference and quantity of Supplies, the Order and item numbers, the price, the actual delivery date, names and addresses of the Parties, any specific terms and conditions and reference to discount, if any.

10.3 Payment. Payment shall be made by the Purchaser to the Supplier within the period defined in the Order. The Purchaser shall not be liable for any delay in payment resulting from the improper or incorrect submission of invoices.

Subject to the Final Acceptance of the Supplies by the Purchaser, payments shall be made in EUROS, except otherwise defined in the Order.

## 11. COMPLIANCE WITH LAW AND REGULATIONS

11.1 The Supplier shall comply with all statutory requirements applicable to the Order including but not limited to environment, chemical and hazardous substances, packaging, labelling and transport.

11.2 The Supplier undertakes to comply with the legal provisions relating to the protection of the workforce, health and security and conditions of work. When performance of the Supplies requires an intervention at the Purchaser's premises, the Supplier undertakes to comply with the Purchaser's rules and regulations concerning health and security.

11.3 Specific clauses applicable to Spanish Suppliers:

11.3.1. Obligations pertaining to employment conditions, social security, safety and hygiene at work and tax obligations:

The Supplier hereby undertakes to comply at all times in a due and timely manner with all the employment and Social Security obligations imposed by current legislation, in respect of its employees involved in the performance of this Order, as well undertaking that all possible subcontractors shall also comply with those obligations as regards their own staff.

To that effect, prior to the signing of the Order and at any time when so requested, the Supplier and the subcontractors, if any, shall provide to the Purchaser:

# Official documents evidencing payment of the Social Security contributions corresponding to the personnel employed for the purpose of this Order.

# Evidence of the timely payment of the salaries and wages accrued by said employees through the provision of an expressly prepared certificate or, whenever the Purchaser may deem it convenient, by way of a public document in accordance with currently applicable legislation.

11.3.2 The Supplier and its subcontractor, if any, must at all times observe and ensure proper observation by their employees and subcontracting companies of the currently applicable provisions dealing with Safety and Hygiene at the Work, including the applicable Technical Regulations issued by the Ministry of Industry. The Purchaser shall not participate in the direct management of Safety and Hygiene at Work issues pertaining to the employees of the Supplier or its Subcontractors, although it shall be entitled to carry out whatever inspections it may consider convenient using its own technicians or the members of Safety and Hygiene Committee.

11.3.3 The Supplier must provide to the Purchaser a certificate of compliance with its tax obligations,

according to Art. 43.1,f) of Act 58/2003, General Tax Act. This certificate must be valid and in force at the time when any of the payments arising out of the Order are to be made.

The non-provision of this certificate shall entitle the Purchaser to withhold payment until that circumstance is duly corrected. If, for any reason whatsoever, that situation may not be corrected, the Purchaser shall then be entitled to require the Supplier to lodge a bank guarantee or any other specific guarantee to its satisfaction to cover the possible tax liability of the Purchaser, as set out in the Statute quoted in the preceding paragraph, before the corresponding payment may be released.

11.4 The breach of the obligations set out in this Condition may lead to the termination of this Order. The Purchaser shall charge the Supplier as damages any amounts that, as the case may be, it may have had to pay as a consequence of the breach, as Supplier, of any of their obligations set out in this Condition.

## 12. DATA PROTECTION

Pursuant to the terms established in the Organic Act 15/1999, of 13 December (LOPD), we inform you that your personal data will be subject to processing in the file #EGP-Suppliers#, for the purposes of maintenance and fulfilment of the relation, as well as sending information, commercial and courtesy communications. We also inform you that your data will be transferred to other firms in the EADS Group (you may find a list of these one the web site [www.eads.com](http://www.eads.com)) Corporate Group, for the purposes of consultation and organisational consolidation. Pursuant to rights of access, correction, cancellation and opposition by sending a letter to: Data Protection Officer, Paseo John Lennon S/N, 28906, Getafe.

## 13. EXPORT CONTROL

The Supplier shall identify any part of the Supplies which may be subject to Export Control Laws and Regulations and shall provide the Purchaser with all information concerning such applicable Export Laws and Regulations as well as with any assistance the Purchaser may request in implementing such Export Laws and Regulations.

The Supplier shall obtain all relevant official approvals, licenses and authorisations required for the worldwide export, delivery and operation of the Supplies by the Purchaser. The Supplier shall provide the Purchaser, except

if prohibited by the applicable Export Regulations, with a copy of all relevant official approvals, licenses and authorizations.

Notwithstanding any other provision of the Order or any other contract entered with the Supplier, the Supplier shall be liable for all damages, losses and liabilities incurred by the Purchaser as the result of the Supplier's non-compliance with its obligations under this Condition.

#### 14. DELAYS

##### 14.1 Excusable Delay.

Neither Party shall be responsible for, nor be deemed to be in default of, its obligations under the Order to the extent that such default is caused by an Excusable Delay. The affected Party undertakes to mitigate the effects of the Excusable Delay.

If an Excusable Delay occurs or is likely to cause a delay in the performance by either Party of its obligations under the Order, such Party shall notify the other Party in writing immediately after becoming aware of such Excusable Delay and provide reasonable evidence of the Excusable Delay.

Immediately after the Excusable Delay has ceased and subject to the provisions of Condition 17.1 (Termination for Excusable Delay), the affected Party shall, unless otherwise agreed, resume the performance of its obligations.

##### 14.2 Non Excusable Delay

A delay by the Supplier in the performance of its obligations under the Order, which does not qualify as an Excusable Delay, shall be referred to as a Non-Excusable Delay. In such event, the Purchaser shall be entitled to:

# Claim liquidated damages as specified on the front of the Order.

# Claim, in the event that the amount of damages exceeds the total amount of the above liquidated damages, the full amount of such excess damages in respect of all losses, expenses, costs, claims, and other damages incurred by the Purchaser arising from the Non-Excusable Delay.

The Purchaser's right to claim liquidated damages and other damages is in addition to, and not in substitution of, any rights the Purchaser may have under the Order or at law



including the right of the Purchaser to terminate the Order pursuant to Condition 17.1 (#Termination for Supplier#s Default#).

## 15. REPRESENTATIONS AND WARRANTIES

15.1 The Supplier guarantees to the Purchaser that it is a duly incorporated company, existing under the laws of the country where it was incorporated, with enough capacity and authority to perform its activities and to fulfil its obligations under the Order.

15.2 Without prejudice to the application of legal warranties, the Supplier contractually warrants that the work shall:

- 1) Conform to the quantity quality and Specification stated in the Order and, generally, comply with the Order, its applicable documents and be suitable for its intended use;
- 2) Be in accordance with the state of the art and the estate of the technique;
- 3) Be free from any defects in design and material.

15.3 The contractual warranty shall be effective from the Final Acceptance of the Supplies and shall remain in effect for twenty four (24) months (or such period as may be agreed). During such period, if any Supplies do not conform to the Specification or the required standards of design, material, workmanship or quality or which are not of new manufacture or are not in accordance with the samples approved by the Purchaser (hereinafter called #Defect#) then the Purchaser shall be entitled at its discretion and without prejudice to any other remedy to exercise one or more of the following rights:

- 1) Terminate the Order.
- 2) Reject the Supplies in whole or in part and require the Supplier to credit the Purchaser with the cost thereof.
- 3) Give the Supplier the opportunity, at the Supplier#s risk and expense to promptly remedy the defect in the Supplies or to replace the defective Supplies.
- 4) Claim such damage (including all the Purchaser#s reasonable expenses and additional costs) incurred in connection with such Defect.
- 5) Refuse to accept any further deliveries of Supplies from the Supplier without incurring any liability.
- 6) Carry out at the Supplier#s expense any work necessary to make the Supplies compliant with the Order and any Specifications.

15.4 Any and all warranties and service guarantees attaching to the Supplies shall be for the benefit of and enforceable by the Purchaser. The Purchaser's inspection, approval, acceptance, use of or the payment by the Purchaser for all or any part of the Supplies shall not affect any such warranty rights whether or not a breach of warranty had become evident at the time.

15.5 This Condition shall apply in addition and without prejudice to any other rights and remedies under the Order and available to the Purchaser at law.

## 16. MODIFICATIONS

16.1 Modifications requested by the Purchaser.

The Supplier shall implement all Modifications which may be requested in writing by the Purchaser. The Supplier shall submit to the Purchaser an estimate for each Modification. After negotiation and agreement between the Parties, the Order shall be amended in writing to confirm the Modification. The updates, such as updating drawings and technical specification for controlling or production adjustments shall not be considered as Modifications and will not imply any repercussion on prices. In case of urgency and at Purchaser's written request, the Supplier undertakes to apply a Modification without waiting for the estimate to be drawn up and the amendment to be signed.

16.2 Modifications proposed by the Supplier  
Modifications proposed by the Supplier must be previously approved in writing by the Purchaser before such Modifications are enacted. The provisions of Condition 16.1 shall apply to such Modification.

## 17. TERMINATION

17.1 Termination for Supplier's Default.

In the event of a breach of any of the provisions of this Order or if the Purchaser reasonably believes that such breach is likely to occur, the Purchaser may give the Supplier notice of the breach. If the breach is capable of being remedied the Supplier shall rectify it within thirty (30) days of receipt of notice.

In the event that:

- # The Supplier does not rectify the breach, or non compliance within the said thirty (30) days; or
- # the breach is not capable of remedy; or
- # frequent Non-Excusable Delays occur,

then the Purchaser shall, without incurring in any liability whatsoever, have the right to immediately terminate any Order in progress (in whole or in part) by giving written notice of termination to the Supplier to that effect and the Supplier shall indemnify the Purchaser from and against any cost resulting from the termination or suspension of the Order, without prejudice to the Purchaser's rights to claim damages and/or any other remedies which the Purchase may have at law and/or under the Order.

In the event of such failure the Purchaser shall have the right to substitute itself for the Supplier or to substitute a third party for the Supplier, for the performance of all or part of the remaining Supplies, at the Supplier expense.

The cost which results from placing an order to a third party shall be entirely borne by the Supplier, including the cost of qualifying the substituted third party.

Where the Supplier is replaced in this way, the Supplier undertakes to licence the Purchase and/or the substituted third party all Intellectual Property Rights held by him that are necessary to continue to perform the Supplies.

#### 17.2 Termination without Supplier's Default.

The Order may be terminated by the Purchaser at any time in whole or part by delivery to the Supplier of a notice of termination according to Condition 17.4 (#Termination Procedure#).

#### 17.3 Termination for Excusable Delay.

In the event of that the Excusable Delay exceeds or is expected to exceed one (1) month after the occurrence of the cause thereof, each Party shall be entitled to terminate forthwith the Order, or any part thereof, by giving written notice of termination to the other Party, without incurring in any liability whatsoever.

#### 17.4 Termination Procedure.

On receipt of a termination notice, the Supplier shall cease all work in connection with the terminated Order, both in his workshops and in those of his own suppliers and/or subcontractors. The Supplier undertakes to return to the Purchaser premises all items supplied by the Purchaser in performance of the Order.

The Supplier shall submit an account to the Purchaser at the address given in the Order within one (1) month from the effective date of termination in the form prescribed by the Purchaser.

The Purchaser undertakes to pay a fair and reasonable price for all authorised work done and unique materials purchased up to the time of termination. Such payments made, taken together with any sums paid or due or becoming due to the Supplier under the Order shall not exceed the total price of the Supplies under the Order.

Termination of the Order for any reason shall not prejudice any rights or remedies which may have accrued to the Purchaser.

## 18. INTELLECTUAL PROPERTY RIGHTS

18.1 Each Party shall conserve the ownership of its background Intellectual Property Rights, generated or acquired independently and/or prior to the date of signature of the Order, subject to any rights of third Parties. The Supplier shall license to the Purchaser free of charge, the right to use, reproduce, represent, adapt, modify or translate the background Intellectual Property Rights which are necessary in order to perform the Order.

18.2 All Intellectual Property generated from or arising as a result of the work undertaken by the Supplier for the purpose of the Order shall vest in and be the absolute property of the Purchaser.

18.3 The Supplier hereby warrants that the Supplies and the intended use thereof do not infringe any third party Intellectual Property Rights whatsoever existing or pending at the date of the Order and hereby agrees to fully indemnify the Purchaser against any liability, damages or expenses whatsoever which may be incurred by or on behalf of the Purchaser as a result of any infringement or alleged infringement of any Intellectual Property rights belonging to third parties.

## 19. CONTRACTUAL LIABILITY, NON-CONTRACTUAL AND INSURANCE

19.1 Contractual Liability. The Supplier is responsible to the Purchaser for the punctual and adequate fulfilment of its obligations under the Order and will be liable for all the costs, damages, fees, losses, responsibilities and claims, including without any kind of limitations the indirect costs and damages incurred by the Purchaser as

consequence of the breach of the Supplier of any of its obligations under the Order. The Purchaser undertakes to provide to the Supplier the breakdown of such damages.

19.2 Non-Contractual Liability. Both Parties shall be solely responsible, shall indemnify the other Party, its directors, employees and insurance companies for any claim, loss, responsibility, trial, fee or cost (including legal fees and fines) and other similar, connected in any way to the death or injury of any person, or with the loss or damages suffered by any person, entity or company (including the other Party) arising or having its cause in the acts or omissions of the Party that have to indemnify, its subcontractors, agents or suppliers, in relation with the performance of the Order.

In the event the performance of the Order requires the presence of a representative of one Party in the premises of the other, the Parties agree to indemnify the other Party for all the costs, claims, losses, fees (including legal fees and fines) related in any way to the death or injury of its representative or with the loss or damage to any object of its property, unless in case of gross negligence or wilful misconduct of the other Party.

19.3 Insurance. To the extent that the performance of this Order requires the presence of the Supplier's employees, agents or subcontractors on the site(s) of the Purchaser or other designated sites, the Supplier shall maintain legal liability insurance for loss of or damage to property of the Purchaser and death of or injury to persons resulting from performance of the Order. Such insurance cover shall not be less than the minimum figure advised by the Purchaser to the Supplier from time to time.

The Supplier shall provide the Purchaser with a certificate of insurance or such other evidence reasonably satisfactory to the Purchaser that the above insurance is in full force and effect in respect of the Supplier's obligations under the Order.

## 20. SUPPLIER'S DOCUMENTATION

The Supplier will promptly provide the Purchaser with all present and future instructions relating to the use, disposal and storage of Supplies and in particular draw attention to any dangers, hazards or restrictions currently known or arising in the future, associated with the supplies.

## 21. SUBCONTRACTING

No work on the Order may be sub-contracted by the Supplier (unless otherwise authorized in writing by the Purchaser). All subcontracts shall be responsibility of the Supplier.

#### CONFIDENTIALITY, SECURITY AND PUBLICITY

22.1 All information, drawings, models and plans which have been communicated to the Supplier remains the property of the Purchaser. Any use other than in the performance of the Order is strictly forbidden except with the prior written consent of the Purchaser.

22.2 The Supplier agrees to disclose the information receive from the Purchaser only to its personnel and/or the personnel of its suppliers and authorized subcontractors having a need to know such information to carry out the Supplies, the subject of the Order. The Supplier shall clearly inform its employees, subcontractors and Suppliers of the confidential nature of the information and shall ensure that they undertake to respect such confidentiality.

22.3 The Supplier shall comply with the "Security, Acceptable Use of Information Systems and Confidentiality Instructions" of the Purchaser. To this purpose, the Supplier undertakes to inform its personnel and/or the personnel of its suppliers and authorized subcontractors performing their functions in the premises of the Purchaser, on their obligation to sign and comply with the "Security, Acceptable Use of Information Systems and Confidentiality Instructions" available for them in the Purchaser's identification offices.

22.4 Upon expiration of the Order for any reason whatsoever, the Supplier shall return in good condition all Information, documents and data. Whatever their form transmitted by the Purchaser, or worked out for the purpose of the Supplies covered in the Order and shall not keep any copies of said information, documents and data.

22.5 The copyright stamped by the Supplier on its documents will not limit the exercise of the rights granted to the Purchaser by the Order.

22.6 The Supplier shall not make use of the Purchaser's name or any information contained in the Order or related documents without prior agreement of the purchaser.

22.4 The Supplier shall not disclose such information and documents during the performance of the Order and for a time period of ten (10) years as from the end of the contractual relations between the Parties. The Supplier agrees that it will not refer to the Supplies covered by the Order for the requirements of advertising.

#### 23. ASSIGNMENT AND TRANSFER

23.1 The Purchaser shall be entitled to assign or transfer at any time all or part of its rights, warranties, benefits, remedies and obligations under the Order to any third party. The Supplier shall not assign or transfer any of its benefits, rights, remedies and/or obligations under the Order to a third party without the prior written consent of the Purchaser.

23.2 In the event of the acquisition by a third party of direct or indirect control of the Supplier (#Change of Control#), the Supplier shall give the Purchaser written notice as soon as this change in control is envisaged. In

the event that such Change of Control can reasonably be considered as having a potential negative impact on the Purchaser, the Purchaser shall be entitled to terminate the Order without default of the Supplier as stated under Condition 17.1 (#Termination by Supplier#s Default#).

#### 24. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

24.1 These General Terms and Conditions of Purchase and the orders placed hereunder shall be governed by the Laws of Spain.

24.2 In the Event of any dispute arising in connection with the Supplies and/or interpretation and/or termination of these conditions and the orders placed hereunder, the Parties shall use their best endeavours to immediately resolve the Dispute amicably following a notice of dispute addressed to the other Party. If the Parties fail to resolve such dispute amicably within one (1) month following its notice, then such dispute shall be determined and settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be Madrid, Spain.

#### 25. AMENDMENTS

These Conditions shall not be amended except by a specific agreement in writing signed by duly authorized representatives of the Parties.

#### 26. INDEPENDENT CONTRACTORS

Neither Party shall have the right to contract or in any other way to enter into commitments on behalf of or in the name of the other. The relationship of the Parties under these Conditions shall be that of independent contractors.

#### 27. ENTIRE AGREEMENT

The Order and these Conditions constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations and arrangements between them relating to its subject matter.

#### 28. NOTICES

28.1 All notices and communications shall be in writing.

28.2 Notices or other communications sent by the Parties shall be sent to the address given for the Parties and to the attention of the person indicated on the face of the Order.

## 29. WAIVER

Failure or delay by the Purchaser or by the Supplier to enforce any provision of these Conditions shall not constitute a waiver of such provision or affect the validity of the Conditions or any part thereof, nor shall it prejudice the right of the Purchaser to enforce such provision at a subsequent time.

## 30. SURVIVING CONDITIONS

Any Condition hereof which by their nature shall survive expiry or termination of the Order shall remain in full force after such expiry or termination, including but not limited to Condition 15 #Representations and Warranties#, Condition 22 #Confidentiality and Publicity#, Condition 19 #Contractual Liability, Non-Contractual Liability and Insurance#, Condition 18 #Intellectual Property Rights# and Condition 24 #Applicable Law and Settlement of Disputes#.

## 31. SEVERABILITY

The invalidity in whole or in part of any term, condition, provision, clause or phrase of these Conditions shall not void or affect the validity of any other provision.



#### *HEALTH & SAFETY AT WORK*

*THE SUPPLIER OR CONTRACTOR WILL ENSURE THAT PRODUCTS & SERVICES SUPPLIED FULFIL ALL HEALTH & SAFETY REQUIREMENTS IN THE WORK ESTABLISHED IN ACCORDANCE WITH CURRENT SPANISH AND EUROPEAN LEGISLATION AS WELL AS AIRBUS DEFENCE AND SPACE INTERNAL H & S NORMS. THE SUPPLIER OR CONTRACTOR WILL SUBMIT, ALONG WITH THEIR SERVICES AND OR PRODUCTS, CONFORMITY DOCUMENTATION SATISFYING ANY APPLICABLE SPANISH LEGAL/AIRBUS DEFENCE AND SPACE INTERNAL NORMS REQUIREMENTS.*

*IN THE EVENT THAT SUPPLIER/CONTRACTOR PERSONNEL NEED TO BE ONSITE AT AIRBUS DEFENCE AND SPACE PREMISES THEN STAFF WOULD NEED TO ABIDE BY AN INTERNAL PROTOCOL CONSISTING OF INTERNAL PROCEDURES WHERE RESPONSIBILITIES, GUIDELINES AND THE APPLICATION OF HEALTH & SAFETY AND RISK PREVENTION MEASURES ARE ESTABLISHED AND COORDINATED BASED ON THE TYPE OF WORK TO BE PERFORMED.*

*THE AIRBUS DEFENCE AND SPACE HEALTH & SAFETY DEPARTMENT AT WORK TECHNICAL ADVISORS WILL CONVEY AND PROVIDE ALL NORMS & INTERNAL APPLICATION PROCEDURES TO ONSITE SUPPLIER/CONTRACTOR STAFF*

#### **ACUSE DE PEDIDO**

Por favor, envíe a la atención del comprador el acuse de este pedido con su aprobación. En caso de existir alguna discrepancia sobre el mismo. En el caso de que en un plazo de 14 días naturales el comprador no haya recibido firmado el acuse de recibo, o en su defecto, claramente las discrepancias respecto de los términos y condiciones del mismo, consideraremos aceptado el pedido.

**Please find below the Data Processing Agreement ("DPA") applicable to this Purchase Order:**  
<https://www.airbus.com/be-an-airbus-supplier/data-processing-agreement.html>

As you know, we are obliged by the Spanish law to withhold you a percentage of 24% over the total amount stated in the P.O. According to the bilateral

agreement between Spain and your country, your company can reduce this tax by sending us a residence certificate, duly signed, dated and stamped by your tax office. Please attach this residence certificate to the invoice.

If you do not attach this certificate to the invoice, please, send it by fax or by post to:

Airbus Defence and Space SAU  
Avenida de Aragon 404  
28022 Madrid  
Spain  
Attn: Subdireccion Financiera - Operaciones Invisibles  
Fax number : +34 91 5857246"