



AN AIRBUS COMPANY

GENERAL TERMS & CONDITIONS OF PURCHASE

1. Definitions: Unless otherwise defined, the following definitions shall apply hereto:

“**Aviation Authorities**” means the official authority having the jurisdiction to approve the use of the design, manufacture and airworthiness of the Aircraft and/or the Supplies;

“**Conditions**” means the provisions set out herein;

“**General Data Protection Regulation**” or “**GDPR**” means the European Union regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended from time to time.

“**Personal Data**” means any information relating to an identified or identifiable natural person 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 GDPR);

“**Operator**” means any company, individual, government or entity having lawful ownership or lawful usage of an Aircraft; “**Order**” means a purchase order, the Specification, the Specific Conditions and these Conditions, which are incorporated therein by reference and any amendment to the foregoing documents, or any call up placed by the Purchaser under these Conditions;

“**Party**” means either the Purchaser or the Supplier;

“**Purchaser**” means NAVBLUE SAS placing the Order and its direct or subsequent successors;

“**Specification**” means the written technical requirements for the Supplies, if any, issued by the Purchaser;

“**Specific Conditions**” means those conditions appearing on the face of, or otherwise incorporated into the Order;

“**Supplier**” means the company, person or entity upon whom the Order is placed;

“**Supplies**” means any goods, material, work or service, which are the subject matter of the Order.

2. Order

2.1 Acceptance of the Order, in accordance with Article 2.2 hereof, by the Supplier, implies unconditional adherence to the Conditions set out herein and compliance by the Supplier with all applicable legal and regulatory requirements. Unless specifically agreed upon by the Parties by way of contract, this Order supersedes any previous understanding in any form between the Parties, relating to the subject matter of the Order. This Order shall not be amended except by a specific agreement in writing, signed by each Party’s duly authorised representative. Any Supplier’s general conditions of supply or similar document shall not be applicable to the Order.

2.2 Unless otherwise agreed, the Supplier shall accept the Order upon receipt within x calendar days, by signing and returning to the originator of the Order the attached acceptance form, by mail or by fax and, in any event, prior to the delivery of the Supplies.

2.3 The Order shall be deemed to be accepted without reservation by the Supplier after five (5) calendar days, unless the Supplier notifies the Purchaser in writing of its refusal to accept the Order. If the Supplier starts work based on the Order without returning the acceptance form, the Supplier shall be deemed to have accepted the Order without reservation. If the Supplier expressly refuses the Order, it shall be deemed withdrawn and the Parties may negotiate new terms. The Purchaser may withdraw from any negotiations at any time prior to acceptance of an Order by the Supplier and shall incur no liability whatsoever.

2.4 In the event of any conflict between the documents forming part of the Order, the order of precedence between them shall be: (i) the Specific Conditions; (ii) these Conditions, (iii) the Specification.

3. Inspection

The Purchaser shall be entitled to inspect the progress and/or quality of the Supplies at the Supplier’s premises and those of its suppliers and authorised subcontractors, if any, and shall be granted all necessary access to the Supplier’s facilities and those of its suppliers and subcontractors, if any.

4. Delivery

4.1 Packaging: Unless otherwise specified in the Order, the Supplies shall be packed as per highest standard applicable to the Supplies, so as to ensure transit and storage in an undamaged and serviceable state and shall be delivered with all applicable documentation and with a delivery note in duplicate bearing the Order, Supplies and item reference numbers, the place of delivery and the delivered quantities. Such documentation shall be attached inside and outside the packaging.

4.2 Delivery of the Supplies

4.2.1 Unless otherwise specified in the Order, the delivery of the Supplies shall be made in accordance with DDP (Incoterms, Edition 2000) to the place specified in the Order. Title to and risk in the Supplies will transfer to the Purchaser upon delivery of the Supplies to the site designated by the Purchaser, except in the case of rejection of the Supplies by the Purchaser due to the non-fulfilment by the Supplier of the terms of the Order. Any rejected Supplies shall be deemed as not delivered, and upon such rejection, title and risk shall revert to the Supplier.



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4.2.2 In case of defect or non-compliance of any Supplies with the terms of the Order, the Purchaser shall be entitled to reject the Supplies in whole or in part and return them at Supplier's risk and expenses. In such a case, the Supplier shall immediately replace or repair the rejected Supplies at its expense and risk.

4.3 Acceptance of the Supplies

Except as otherwise provided for in this Article, the transfer of title and risk does not constitute acceptance of the Supplies by the Purchaser. Notwithstanding any prior payment, checks or inspection, acceptance of the Supplies shall occur, as the case may be, upon satisfactory completion of the Order or delivery of the Supplies to the designated place of delivery. Acceptance of any Supplies shall not be conclusive of the absence of latent defect and shall be without prejudice to the rights of the Purchaser under the Order or at law.

5. General Undertakings of the Supplier

5.1 The Supplier is responsible for implementing all means and personnel necessary for achieving all its commitments and obligations under the Order. The Supplier shall also maintain an adequate level of competitiveness at all times during the performance of the Order. The Supplier guarantees the quality of its Supplies and undertakes to comply with the Purchaser's quality requirements as specified in the Order.

5.2 The Supplier shall ensure its compliance and the compliance of all Supplies with all applicable laws and regulations as amended from time to time, including but not limited to:

- (a) environment, 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 ; and
- (d) data protection, prohibition of corrupt practices, labour, employment and notably, whenever any work is performed in whole or in part in France, the Supplier commits to provide the Purchaser or its agent with all the documents, certificates and permits legally required as stated in Annex "French Labour Law Requirements" to comply with the French Labour Code provisions relating to the fight against illegal work, the vigilance obligation and the declarations required from French companies and from companies not located in France who post their employees to work in France (*The mandatory Annex to be completed is available to the Supplier upon request*). The Supplier warrants and represents that it is aware of such laws and regulations. Should the Supplier fail to comply with such laws and regulations, the Supplier hereby agrees to indemnify and hold harmless the Purchaser from and against all consequences of such failure.
- (e) export licenses/authorisations

5.3 The Supplier shall ensure its compliance with the applicable Airbus ethics and compliance principles including but not limited to Suppliers Code of Conduct, Standards of Business Conduct and Anti-Corruption Policy, all available online via the Airbus website.

5.4 The Supplies may be subject to surveillance by the Aviation Authorities and/or the Purchaser and the Supplier agrees that the Purchaser, the Aviation Authorities and the Operator(s) may conduct surveillance visits to its premises to perform audits of its Supplies and/or processes.

5.5 No substantial part of the work on the Order may be sub-contracted by the Supplier without the prior written consent of the Purchaser. The Supplier shall be fully responsible for the Supplies and shall ensure that its suppliers comply with all provisions of the Order relevant to any subcontracted work.

5.6 Data Protection

In the event and to the extent that Personal Data is collected from the Purchaser and processed or used by the Supplier during and for the performance of the Contract and/Order, the Supplier shall at all times comply with the GDPR, as well as all applicable national Personal Data protection laws and regulations (together referred to as "Data Protection Laws and Regulations") in force during the term 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 5.6 are included in all contracts/orders which are entered into with its subcontractors in accordance with the provisions of Article 5.5.

5.7 Quality Management System Requirements

Supplier is required to maintain a quality system that complies with the requirements as set forth by NAVBLUE at their time of approval. The supplier is further required to notify NAVBLUE of any change to the status of their approval and revisions to their Quality Management System.

5.8 Changes in Approved Processes or Product

The supplier shall not change any process or product approved /agreed to from the time of the submission of the quote to throughout the Purchase Order terms, without notification and approval by NAVBLUE, including:

- Notification to NAVBLUE of nonconforming product, or;
- Notification to NAVBLUE of changes to product and/or process, changes of suppliers (including sub-tier), changes of manufacturing facility location and obtain NAVBLUE approval prior to implementation



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6. Delays

6.1 Excusable Delay

6.1.1 Any delay or interruption in the performance by either Party of any part of the Order, due to causes which are at one and the same time unforeseeable, irresistible, unavoidable, outside of its control and not due to its fault or negligence shall be referred to as an "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. Notwithstanding an event of Excusable Delay, the affected Party shall use its best efforts to mitigate the effects of the Excusable Delay.

6.1.2 Should an event of Excusable Delay occur and cause or be 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.

6.1.3 As soon as practicable after cessation of the cause of the Excusable Delay and subject to the provisions of Article 11.3 hereof, the affected Party shall, unless otherwise agreed, resume the performance of its obligations.

6.2 Non-Excusable Delay

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

- apply as liquidated damages, two per cent (2%) of the price of the Supplies, for each day of delay in the delivery commencing on the day following the due date of delivery of the Supplies specified in the Order; and
- 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.

6.2.2 The Purchaser's right to claim liquidated 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 Article 11.1.

7. Representations and Warranties

7.1 Representations: The Supplier represents and warrants to the Purchaser that it is an entity duly organised, existing under the laws of its country of incorporation and has power and authority to carry on its business, and to enter into and perform its obligations under the Order.

7.2 Warranties: Without prejudice to any other warranties expressed elsewhere in the Order, the Supplier warrants to the Purchaser that the Supplies and/or any part thereof shall (i) be free from any defects and remain suitable for their intended use and; (ii) comprise only materials and goods which are new, of recent manufacture, merchantable and of satisfactory quality, and; (iii) be compliant with the quality requirements of the Purchaser.

7.3 Commercial Warranty: The Supplier shall, promptly repair or replace, at Purchaser's request, any defective or non-compliant Supplies, at no cost to the Purchaser. Without prejudice to any other right or warranty that the Purchaser might have under the Order or at law, the warranty will be for the period that is usual in the industry with regard to the nature of the Supplies, but in any case for a minimum period of twelve (12) months as from the first use of such Supplies. This warranty shall also apply to any repaired and/or replaced Supplies as from the date of their first use after repair or replacement. The Supplier shall additionally bear or, in the event that the Purchaser shall have borne, repay upon demand, all costs incurred by the Purchaser, as the consequence of the defect or non-compliance of the Supplies, such as costs of transport and tests.

8. Price and Payment

8.1 Price: Unless otherwise specified in the Order, prices are fixed and firm and shall be based on the delivery, as per the Incoterm in Article 4.2.1 to the place specified in the Order.

8.2 Taxes: Prices are exclusive of Value Added Tax and inclusive of, and the Supplier shall be liable for and pay, all other relevant taxes, levies and duties in connection with the Supplies, if any.

8.3 Invoices: Unless otherwise specified in the Order, invoices shall be issued upon delivery of the Supplies and shall specify the designation, reference and quantity of Supplies, the Order and item numbers, the price, the actual delivery date, names and addresses of the Parties.

8.4 Payment: Subject to any non-compliance of the Supplies, any undisputed invoices shall be made within thirty (30) days from the end of the month in which the invoice is issued, paid the tenth (10th) of the following month.

9. Confidentiality and Publicity

9.1 Any and all information relating to the Order and communicated by the Purchaser to the Supplier, or to which the Supplier could have access in connection with the Order, and/or any information in any form, on any medium identified by either Party as "Proprietary" and/or "Confidential" or with some other similar marking or denomination, shall be referred to as "Confidential Information". Each Party undertakes to keep Confidential Information secret and to use it exclusively for the purposes of the Order and to not disclose any Confidential Information to any third party, without the other Party's written consent. The communication of Confidential Information by either Party to members of its personnel shall be limited to the purpose of performance of this Order and be based on a strict need-to-know. The obligations herein relating to confidentiality shall remain in full force and effect for the duration of any Order and continue for a period of five (5) years after the expiry or termination of the Order.



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9.2 The Supplier shall not use or produce any publicity, news releases and/or public announcements regarding Airbus or the Purchaser, their names, logos, products or associated logos, without the prior written consent of the Purchaser.

10. Assignment and Transfer

10.1 It is expressly agreed between the Parties that the Purchaser shall be entitled to assign or transfer at any time all or part of their rights, benefits, remedies and obligations under the Order to any third party, without requiring the consent of the Supplier. The Supplier shall not assign or transfer any of its benefits, rights, remedies and/or obligations under the Order to a third party or change its legal structure without the prior written consent of the Purchaser.

10.2 In the event of the acquisition by a third party of direct or indirect control of the Supplier, the Supplier shall give the Purchaser written notice as soon as this change in control is envisaged and the provisions of Article 10.1 above shall apply. The Supplier shall continue to be liable for all its dues, liabilities, obligations and responsibilities. If such change in control appears to the Purchaser to materially affect the ability of the Supplier to discharge its obligations under the Order for any reason, including without limitation, any conflict of interest with the new controlling party, the Purchaser shall be entitled, at its sole discretion, to terminate the Order in accordance with Article 11.1.

11. Termination

11.1 For Supplier's Default: In the event of the Supplier's non-compliance with one or more of its obligations under the Order, the Purchaser may give the Supplier written notice of such event at any time. If the Supplier does not remedy such event within fifteen (15) calendar days of receiving such notice or if the event is not capable of remedy, or, if the Supplier becomes insolvent or if any step is taken for the Supplier's winding-up or liquidation or if the Supplier ceases paying its debts as they fall due or makes an assignment for the benefit of creditors or if any proceedings are initiated for the protection of the Supplier from its creditors under any applicable law relating to bankruptcy or insolvency or if any analogous event in any jurisdiction shall take place, then the Purchaser may, without incurring any liability whatsoever, terminate the Order in progress, in whole or in part, by giving written notice of termination to the Supplier, without prejudice to the Purchaser's rights to claim damages and any other remedies which the Purchaser may have at law and/or under these Conditions.

11.2 Without Default of the Supplier: The Purchaser may reschedule with immediate effect, any Order at no additional cost to the Purchaser, or terminate the Order, in whole or in part, by giving thirty (30) days prior written notice to the Supplier, without incurring any liability whatsoever.

11.3 For Excusable Delay: In the event that an Excusable Delay exceeds or is expected by the Purchaser to exceed thirty (30) days after the occurrence of the cause thereof, the Purchaser shall be entitled to terminate forthwith the Order, or any part thereof, by giving written notice of termination to the Supplier, without incurring any liability whatsoever.

11.4 Termination Procedures: As of the effective date of termination, the Supplier shall, pursuant to the rights of the Purchaser under this Article 11, submit as soon as possible to the Purchaser for approval, an inventory and all supporting documents describing the status of the work-in-progress connected with the Order and cease forthwith all operations relating to the Order so terminated. Upon such termination the Purchaser shall:

- be entitled to request the delivery and the transfer of title to the Purchaser of any Supplies or part thereof either completed or in course of completion, at the risk of the Supplier, in the manner and according to the conditions directed by the Purchaser,
- pay for completed Supplies delivered to, and accepted by, the Purchaser at the price set out in the Order and for Supplies in the course of completion, an amount agreed between the Parties.
- in any of the events set out in Article 11.1, be reimbursed by the Supplier of all costs, expenses, losses and damages (including legal fees) incurred by the Purchaser as a consequence of the Supplier's default.

The security requirements for the disposal of NAVBLUE information:

- Printed documents must be shredded.
- Electronic data storage media devices must be destroyed

12. Contractual Liability, Non-Contractual Liability and Insurance

12.1 Contractual Liability: The Supplier is liable to the Purchaser for the timely and proper performance of its obligations under the Order and shall be liable for all costs, losses, damages and liabilities, including without limitation, costs and expenses incidental thereto, which may be incurred by the Purchaser as a consequence of the failure by the Supplier to comply with any of its obligations under the Order. The Purchaser agrees to provide the Supplier with the breakdown of the said damages.

12.2 Indemnities:

Each Party shall be solely liable for, indemnify and hold harmless the other Party, its officers, directors, employees or insurers from and against any and all claims, losses, liabilities, suits, judgements, expenses and costs (including legal fees) or the like in any way connected with the death of or injury to any person whomsoever, or loss of or damages to any property of any person, entity or company (including the other Party) when arising out of, or having its origin in, the acts or omissions of the indemnifying Party in connection with the performance of the Order.

To the extent that the performance of this Order requires the presence of either Party's representatives at the premises of the other Party, each Party agrees to be liable for and to indemnify the other Party from and against all losses, costs and expenses (including legal fees) in any way connected with the death of or the injury to any of its representatives



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or the loss of or the damage to any property of said representatives, except in case of gross negligence or wilful misconduct of the other Party.

12.3 Insurance: Without prejudice to the above provisions, the Supplier shall at its own cost subscribe and maintain with a reputable insurer, the insurance policies needed for the coverage of the above risks for amounts satisfactory to the Purchaser and commensurate with the exposure of the Supplies delivered to the Purchaser and shall furnish annually to the Purchaser the corresponding insurance certificates.

13. Intellectual Property Rights

13.1 The Parties acknowledge that the performance of the Order may result in the creation and development of certain intellectual property rights ("the Foreground IP"). The Purchaser shall, upon its creation, be the sole owner of, and shall have full title to, such Foreground IP. If by operation of law, the Supplier is the owner of any Foreground IP, the Supplier hereby assigns, and will cause its employees and contractors to assign, as soon as created, on an exclusive and worldwide basis, and for the duration of the said Foreground IP, all such Foreground IP, including but not limited to the right of reproduction, to exploit, distribute, sublicense, modify, adapt correct, translate all or part of these Foreground IP.

13.2 The Supplier hereby grants to the Purchaser, at no additional charge beyond the price specified on the Order, for the duration of the corresponding rights, but at least not less than the duration of the Order, a non-exclusive and worldwide licence to use any of the intellectual property rights owned or controlled by the Supplier before or independently from the performance of the Order and which are required for the full and proper performance of the Order and use of the Supplies. In addition, and in the case of non off-the-shelf Supplies, such license granted by the Supplier to the Purchaser, includes for the Purchaser the right of reproduction in any form, language, format and medium, the right of distribution in part or in whole including the right to sell, loan, rent, distribute, download by any means and on any language, the right to modify, adapt, improve, correct and translate in any form and language, and interface with any other supplies. The Supplier grants the Purchaser the right to sub-license all the above-mentioned rights.

13.3 If specified in the Order, the Purchaser will grant to the Supplier a non-exclusive and non-transferable license to use the intellectual property rights related to items provided by the Purchaser in the frame of the Order for ton a need-to-know basis for the sole and exclusive purpose of carrying out its areas of responsibility and obligations under the Order.

13.4 Infringement Indemnity: 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, 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.

14. Applicable Law and Settlement of Disputes: This Order shall be governed by and construed and shall take effect in accordance with the laws of the country of incorporation of the Purchaser. The 1980 "United Nations Convention on Contracts for the International Sale of Goods" shall not apply to this Order. (Under English law, the provisions of "The Contracts (Rights of Third Parties) Act 1999" are excluded from the Order, except as expressly provided for herein). In the event of any dispute, controversy or claim arising out of or in connection with the Order, the Parties shall use their best endeavours to resolve such event amicably. If within a period of three (3) months, the Parties fail to resolve the dispute amicably, then the dispute shall be submitted to the courts of the place of incorporation of the Purchaser.

15. Independent Contractors: The relationship of the Parties under the Order shall be that of 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.

16. Notices: Unless otherwise specified, any communication between the Purchaser and the Supplier in respect of the Order shall be in writing and sent by mail, facsimile, or messenger service.

17. Waiver: Failure or delay at any time by the Purchaser to enforce any provision of the Order, or any part thereof, shall not constitute a waiver of such provision or affect the validity of the Order or any part thereof, nor prejudice the right of the Purchaser to enforce such provision at a subsequent time.

18. Severance: Any provision of the Order prohibited by, or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the Order and replaced with another provision having substantially the same effect without modifying the remaining provisions.



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Revision History

Revision	Date	Description of Changes	Writer
1.00	12/11/2020	1st version with Template Reference	David MARQUES