

## Standard Terms and Conditions of Purchase and Supply (JANUARY 2024)

### AIRBUS DEFENCE AND SPACE LIMITED VERSION

#### 1. Definitions

The titles of the articles ("Articles") are inserted for convenience of reference only and shall not affect the interpretation of these Conditions.

Unless otherwise defined, capitalised terms, singular or plural, used in these Conditions shall have the meaning set out below:

**"Acknowledgement Form"** means the form of acknowledgement document issued with the Order.

**"Airbus"** means Airbus Defence and Space Limited (company number 2449259) a company registered in England and Wales whose registered office is at Gunnels Wood Road, Stevenage, Hertfordshire SG1 2AS, England.

**"Airbus Information"** means Airbus' intellectual property rights, methods, know-how, proprietary and/or privileged technology and processes, internal facts and figures, and any related material and document.

**"Classified Information"** means any information (namely, knowledge that can be communicated in any form) or material determined to require protection against unauthorised disclosure which has been so designated by security classification.

**"Conditions"** means this document.

**"Customer"** means any company, individual, government or entity having lawful ownership or lawful usage of the Final Product or Item.

**"Excusable Delay"** means an event which is (i) unforeseeable, (ii) beyond the reasonable control of the affected Party, (iii) unavoidable and (iv) not caused by a Party's fault or negligence.

**"Final Product"** means the Purchaser's products and all variants and derivatives thereof, in which the Items are or could be incorporated.

**"Item"** means any goods, tooling, material, work or service identified in the Order and as specified in the Specification forming part of the Order.

**"Order"** means the Specific Conditions, these Conditions and any attachments, which are incorporated by reference, and any amendments to the foregoing documents.

**"Parties"** means the Purchaser and the Supplier and "Party" shall be construed accordingly.

**"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.

**"Public Official"** 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 organisation; and any spouse or close family member related thereto.

**"Purchaser"** means Airbus, which places the Order and is identified on the front of the Order.

**"Regulator"** means any applicable regulatory authority.

**"Specification"** means the requirements defining the Item, if any, issued by the Purchaser and incorporated in the Order.

**"Specific Conditions"** means the conditions negotiated and agreed between the Purchaser and the Supplier incorporated into and appearing on the front of the Order including any Specification.

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

The Supplier will be provided, upon request, with any document related to the Order and referred to herein.

#### 2. Purpose and Scope

The Parties agree that these Conditions together with all Specific Conditions are the only terms and conditions upon which the Purchaser will accept Items from the Supplier and the Purchaser shall not be bound by any different or additional terms and conditions proposed by or purported to apply by the Supplier, whether stated on the Acknowledgment Form or any other acknowledgement of the Order, whether communicated by the Supplier at the time of accepting the Order, starting work, delivering the Item or included in any other document.

#### 3. Order and Order Acceptance

**3.1** Within fourteen (14) calendar days of a submitted Order, the Supplier undertakes to notify the Purchaser of acceptance or refusal of the said Order by mail or e-mail.

**3.2** The Order shall be deemed to be accepted without reservation by the Supplier after fourteen (14) 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 Acknowledgment Form, the Supplier shall be deemed to have accepted the Order without reservation. If the Supplier expressly refuses the Order within the said fourteen (14) calendar days, it shall be deemed withdrawn and the Parties may negotiate new terms and conditions. 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.

#### 4. Precedence

In the event of any conflict between the following documents forming part of the Order, the following order of precedence shall apply (i) the Specific Conditions without the Specification; (ii) the Conditions; (iii) the Specification; and (iv) any other documents.

However, if the Order is related to a separate signed contract between the Purchaser and the Supplier, then the terms and conditions of such contract shall prevail over the Conditions.

#### 5. Audit and Inspection

The Purchaser, the Regulator and the Customer(s) shall have the right through internal or external auditors or assessors, to perform audits, assessments, surveillance, reviews and/or inspections to audit, on-site or remotely, during normal business hours, the means implemented by the Supplier and/or its suppliers and subcontractors in order to ensure compliance with quality and manufacturing processes, anti-corruption, export control, data protection and sustainability laws and regulations. The Supplier and/or its suppliers and subcontractors shall cooperate and provide full and immediate access to the Purchaser, the Regulator, the Customer(s) and designated representatives to facilitate such audit.

The Purchaser, the Regulator and the Customer(s), as applicable, shall be entitled to inspect the Item(s) at the Supplier's facilities and the Supplier shall grant access to the Purchaser, the Regulator and the Customer(s) to its facilities and ensure access to those facilities of its suppliers and subcontractors, if any, at reasonable times.

## **6. Delivery and Acceptance**

### **6.1 Intentionally Left Blank**

### **6.2 Packaging**

**6.2.1** Unless otherwise specified in the Order, the Item shall be packed in accordance with the latest Airbus requirements, as provided to the Supplier upon request, and in any case compliant with all applicable packaging regulations. As a minimum, the packaging shall be convenient, safe, robust, eco-efficient and cost-optimised so as to ensure transit and storage in an undamaged and serviceable state.

**6.2.2** The Supplier shall ensure that appropriate marking and labelling for packaging, storage, transportation and shipping of the Item are performed. Item and/or its transport containers shall be labelled in a manner to ensure explicit identification (e.g. materials from different batches) and prevent accidental switching or mixing up.

**6.2.3** The Item shall be delivered with all applicable documentation, including the requirements, means, tools and conditions (e.g. temperature, humidity, ...) to ensure the Item protection and prevent damage/contamination all along the Item life, and with a delivery note in duplicate bearing the Order reference, the name of the Supplier, the name of the Item, the Item part number, the Item batch number and serial number (if applicable), the programme name, the address of delivery and the delivered quantities, the country of origin and country of despatch, the gross and net weight per unit (kg), the export control classification number or a statement "not subject to export control regulations", a copy of the export licence (if applicable) and the name of the Purchaser representative. Such applicable documentation shall be attached inside and outside the packaging.

**6.2.4** Items having limited-life or characteristics degrading with age or use shall be marked to indicate the dates, test times or cycles at which life was initiated and at which the useful life expires. Unless otherwise specified by the Purchaser, the service life of the delivered limited shelf life products shall not be less than 80 % of their service life with effect from the date of delivery.

**6.2.5** For the delivery of chemical products, a Material Safety Data Sheet (MSDS) must be supplied at least with the first delivery. Upon each update, a new MSDS is required and each update applied to the MSDS must be explicitly shown. The MSDS shall be written in the language of the consignee country and be compliant with the UK REACH regulations.

### **6.3 Delivery of the Item, Shipment and Transportation**

**6.3.1** Delivery shall be made in accordance with the requirements set out in the Order, in particular with the requirements of the Specific Conditions and the Specification, and time shall be of the essence in relation to the delivery dates set out in the Order. No delivery of an Item shall take place without prior qualification of the Supplier and the Item by the Purchaser, unless specifically authorised in writing in advance by the Purchaser.

**6.3.2** Unless otherwise instructed by the Purchaser in the Order, deliveries shall be made DAP (Delivered at Place), Incoterms 2020, to the address specified in the Order, bonded transport within the country of destination included. The Supplier shall be responsible for transit formalities and associated costs from the border of the country of the Purchaser's designated point of delivery to the said point of delivery. Should the Purchaser instruct the use of other Incoterms (in particular FCA), transport requests must be done via the Purchaser's transport service provider tool as communicated by the Purchaser. The Supplier shall declare in the said tool if the Item is for civil, military or dual-use purpose and it shall remain the Supplier's responsibility to perform all export customs duties.

**6.3.3** Transportation of dangerous Item shall comply with the rules defined in document "ST/SG/AC 10/1 Recommendation on the Transport on the Transport of Dangerous Goods".

### **6.4 Title and Risk**

Title to and risk in the Item shall transfer to the Purchaser upon delivery to the delivery address specified on the Order. In the case of a notification of rejection of the Item being given to the Supplier by the Purchaser due to the non-compliance by the Supplier with the terms of the Order, title and risk to such Item shall automatically revert to the Supplier.

### **6.5 Acceptance of the Item**

**6.5.1** The transfer of title and risk does not constitute acceptance of the Item by the Purchaser. Where acceptance tests are defined in the Order, acceptance of any Item delivered shall be subject to completion of the acceptance tests to the reasonable satisfaction of the Purchaser. Where no acceptance tests are defined in the Order, the Purchaser shall have the right to inspect the Item after delivery and acceptance shall take place if the Item is satisfactory to the Purchaser on inspection or, if no inspection is made, the Item shall be accepted thirty (30) days after delivery or when it is taken into use by the Purchaser, whichever occurs first. Acceptance of any Item 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.

**6.5.2** If the Item is not delivered in accordance with the Order, the Purchaser shall inform the Supplier in writing. Then the Purchaser may at its sole discretion, exercise the following rights:

- a) reject the delivered Item in whole or in part and require the Supplier to refund any payment(s) made by the Purchaser to the Supplier; or
- b) set off the amount of any such payment(s) from any other amounts due to the Supplier from the Purchaser; or
- c) give notice to the Supplier to promptly replace or repair the delivered Item at the Supplier's expense and risk; or
- d) perform or have a third party perform operations to render the Item in conformity with the Order at the Supplier's costs if the Supplier fails to perform in due time the operations requested.

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

In addition, the Purchaser may require the Supplier to pay all the Purchaser's expenses, damages, losses incurred and additional costs arising from the failure to deliver the Item in accordance with the Order.

## **7. General Supplier Undertakings**

### **7.1 Compliance**

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

a) (i) environment, health, security, safety, packaging and labelling and (ii) 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;

b) transport; and

c) labour, employment.

In the event the Supplier is a French based company and/or the work is performed in whole or in part in France, the Supplier commits to provide the Purchaser or its agent every six (6) months with the following documents: (i) a certificate of incorporation (Kbis or any other equivalent evidence of registration); (ii) a vigilance clearance certificate of its declaration and payments to social protection agencies; (iii) a certification of tax payment; (iv) a list of its non-EU employees with name, date of hire, nationality and work permit number as per article L. 5221-2 of the French labour code; and v) in case of posting of employees to France, the Supplier commits to provide the Purchaser or its agent before the start of the posting: a declaration clearance that the Supplier has paid, where applicable, the sums due in respect of the fines (provided for in articles L. 1263-6, L. 1264-1, L. 1264-2 and L. 8115-1 of the French labour code), and a copy of the completed online declaration at the French Government's website (SIPSI Teleservice) for any direct or indirect supplier/subcontractor/temporary agencies' employees posted for the performance of the Order.

The Supplier shall report immediately to the Purchaser any violation of applicable laws and regulations with respect to the execution and/or the performance of the Order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in performing the Order.

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 in addition to and without prejudice to the Purchaser's rights under Article 13.1 "Termination for Supplier's Default".

### **7.1.2 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 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 Order.

Accordingly, in the performance of the 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, licences, 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.

The Supplier shall ensure that the foregoing provisions are included in all contracts to be entered into with its subcontractors according to Article 7.5 "Subcontracting" of the 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 Order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in the performance of the Order.

### **7.1.3 Personal Data Protection**

The Parties confirm and agree that any Personal Data exchanged in connection with the Order and for the purpose of the performance of the Order has been collected and will be exchanged in compliance with the applicable Personal Data protection laws and regulations, as independent data Controllers ("Controller" meaning the organisation determining the purposes and the means of the processing of Personal Data).

The Parties mutually agree to insert any additional contractual measures that may be required by the applicable Personal Data protection laws and regulations to ensure such compliance during the term of the Order.

### **7.1.4 Responsibility and Sustainability**

Without prejudice to Article 7.1 "Compliance", Article 14 "Intellectual Property Rights", Article 15 "Confidentiality and Publicity" and those related to information security, import and export, the Airbus Supplier Code of Conduct, which has been accepted by the Supplier through the signature of the commitment letter included in the Airbus Supplier Code of Conduct, hereby applies to the Order.

The Supplier shall comply with the sustainability requirements as set out in the Specific Conditions, if any.

### **7.1.5 Security**

7.1.5.1 The Supplier shall protect Airbus Information, data and/or assets made available to the Supplier in the context of this Order from loss, destruction, falsification, corruption, unauthorised access and unauthorised release.

7.1.5.2 For this purpose and in accordance with relevant security laws and regulations, the Supplier undertakes to:

a) implement and maintain appropriate security policies, standards, procedures and processes according to a recognised qualification or certification (such as ISO or National Institute of Standards and Technology (NIST));

b) implement and maintain "state of the art" security measures and tools to protect its information systems;

c) isolate Airbus Information from its own and other customers' information;

d) grant its personnel access to Airbus Information and systems on the basis of "least privilege" and "need to know" principles; and

e) ensure proper training of its own staff and make sure that the same level of security is cascaded to its own subcontractors and suppliers.

7.1.5.3 The Supplier shall ensure that the access to the Purchaser's system or the access to the systems on which Airbus Information is accessed and/or processed, are controlled by appropriate methods and controls.

7.1.5.4 The Supplier shall use all care and means available, including any "state of the art" technology (e.g. hardening guidelines, malwares protection and/or intrusion detection), to prevent intrusion of malicious codes on all its systems, equipment, storage media and infrastructure (e.g. servers and/or email gateways).

7.1.5.5 The Supplier shall implement a comprehensive and approved security incident management process that includes detection and reaction on cases such as lost or stolen equipment, mistakes by users/personnel, access violations, malware/ransomware, hacking and email phishing. The Supplier shall investigate and report to the Purchaser any observed or suspected security weakness or any incident that may potentially affect the Purchaser's systems and/or Airbus Information in regards to the Order. The Supplier shall collaborate with the Purchaser's security department by providing necessary information in case of investigation related to a security incident.

7.1.5.6 On request, the Supplier shall nominate to the Purchaser a point of contact in its organisation (including back-up), that is responsible for routine collaboration and incident reporting.

7.1.5.7 Classified Information provided or generated pursuant to this Order shall be protected as set out in this Article 7.1.5 "Security".

7.1.5.8 The Supplier shall comply with additional security requirements as set out in the Specific Conditions, if any.

7.1.6 If the Supplier does not comply with its obligations under Article 7.1 "Compliance", Airbus then reserves the right to terminate the Order pursuant to Article 13.1 "Termination for Supplier's Default".

## 7.2 Quality

### 7.2.1. Quality Management System

The Supplier shall ensure its Quality Management System ("QMS") complies with Airbus' requirements specified in Airbus' general requirements on the Supplier as provided to the Supplier upon request, and in the Specific Conditions of the Order. The Supplier's QMS shall comply with the requirements of IAQG standard 9100 or 9120, as applicable to the Item. Another QMS (e.g., ISO9001) might be acceptable, if agreed to in writing by the Purchaser.

The Supplier shall ensure that the Order is carried out in compliance with the quality requirements of its QMS approval, as specified above.

The Purchaser reserves the right to review and approve any quality relevant use of statistical methods.

### 7.2.2. Conformity Documentation

The Supplier shall deliver the Item with an Authorised Release Certificate ("ARC") acceptable to the Purchaser (e.g. EASA Form 1, FAA 8130-3, TCCA Form One) or a Certificate of Conformity ("CoC") including at least the following information: Order number, Item part number, quantity and unit of measure, date of manufacture, date of expiration (if applicable), the applicable storage conditions, lot number, serialisations or other batch identifications (if applicable) and signature, title and date by an authorised representative.

The Supplier shall deliver relevant inspection or test reports, if requested by the Purchaser.

### 7.2.3. Non-conforming Items

7.2.3.1 The Supplier is responsible for the quality of its supplies and shall ensure the conformity of the delivered Items with the Specification, in particular by means of pre-delivery inspections and final tests. The Supplier shall perform a root-cause analysis and take any necessary corrective action to remedy the causes of non-conforming Items, in order to prevent any recurrence and implement a suitable preventative action plan. The Supplier shall confirm implementation of the action plan to the Purchaser's satisfaction. The Supplier shall use a 9S process according to the EN 9136 standard or an equivalent methodology, substantiated by the Supplier and approved by the Purchaser.

7.2.3.2 Where a non-conformity is identified after an Item is delivered by the Supplier, the Supplier shall immediately submit to the Purchaser a "Notification of Product Quality Escape" in accordance with the IAQG standard 9131 and shall undertake all necessary corrective measures in support of the Purchaser, until resolution of the non-conformity to the Purchaser's satisfaction and completion of all corrective and preventative actions and such actions shall be undertaken without limiting the Supplier's liability to the Purchaser for any losses incurred under Article 12 "Liability and Insurance".

7.2.3.3 Unsalvageable Items shall be treated according to the EN 9147 standard.

**7.2.5. Quality Records.** The Supplier shall inspect all incoming materials to ensure conformance with all applicable specification requirements and drawings of Items pertaining to the Order and shall document all inspection requirements and acceptance criteria to ensure they are in line with the specific requirements communicated to it by the Purchaser for the Items. The Supplier shall ensure complete identification and traceability of all related products to the raw material used and applicable documentation. All records must be stored in a controlled environment/suitable manner and according to applicable legal rules, so that they remain identifiable, legible, reproducible and available to the Purchaser.

**7.2.6 Changes.** The Supplier shall give sufficient advance notice to the Purchaser of any changes related to the Item, including to its manufacturing processes, methods, materials and parts included in the Item, design of the Item and any other changes to may impact the conformance of the Item with the Order. Any changes are subject to the formal approval of the Purchaser prior to any delivery of the Item. This also apply to changes in comparison to previous orders and deliveries for the same Item.

**7.3 Personnel.** The Supplier shall be responsible for ensuring that its personnel are fully trained, skilled, qualified and capable of fulfilling all of the requirements contained in the Order.

**7.4 Advice/Delivery Notes and Conformity Documentation.** The Supplier shall, on the day of despatch of each consignment of Items, send advice notes and such conformity documentation required under Article 7.2.2.

**7.5 Subcontracting.** No substantial part of the work on the Order may be subcontracted by the Supplier without the prior written consent of the Purchaser. The Supplier shall remain fully responsible for the Item and shall ensure that its suppliers comply with all provisions of the Order relevant to any subcontracted work.

**7.6 Property issued by the Purchaser.** The Supplier shall not acquire any legal or beneficial interest in any property supplied to it by the Purchaser for performance of work on the Order. Any such property possessed or controlled by the Supplier shall be held at the Supplier's risk, stored and booked separately from other property, maintained at the Supplier's expense, clearly marked as the Purchaser's property and only used by the Supplier for the performance of the Order. At the request of the Purchaser or on completion of the Order, such property shall, unless incorporated into the Item(s), be returned promptly to the Purchaser. On reasonable written notice being given to the Supplier, the Purchaser shall have the right to enter the Supplier's premises to recover any such property.

**7.7 Offset.** Airbus' customers often condition the acquisition of goods and services to the entering into Industrial Cooperation & Offset ("IC&O") commitment making IC&O requirements a key element of Airbus global sourcing strategy. As the Supplier directly benefits from the contracts with Airbus, the Supplier shall support Airbus in the context of its international IC&O obligations either by accepting flow-down or offering other IC&O

opportunities (whether related or not to the goods and services purchased in the frame of the present Conditions) in the IC&O priority countries of Airbus (list of countries is available upon request). Detailed IC&O terms and conditions may be specified in the Order or in a side agreement between the Parties.

## **8. Export Control**

**8.1** The Parties shall comply without diversion with the applicable United States of America, European Union, United Kingdom, Canadian and any other applicable national export control, sanctions and embargoes laws and regulations (the "Export Regulations").

**8.2** The Purchaser shall have the ability to use and to deliver the Item and the Purchaser's customers to use, operate and/or maintain such Item as specified by the Purchaser.

**8.3** Prior to the Order signature date, the Supplier shall identify the Export Regulations applicable to the Item (the "Export Control Classification") and subsequently notify, during the Order duration, in writing using the form provided by the Purchaser (the "electronic export control classification declaration" "eECCD") as available on the Airbus portal for suppliers and update it in case of any change.

**8.4** Whenever all or part of the Item is subject to Export Regulations, the Supplier shall:

a) apply for and obtain on time from the relevant export authorities, any relevant licences or authorisations for the export, re-export, transfer, retransfer, delivery and use of the Item as specified by the Purchaser (the "Export Authorisation") and, when necessary, implement any update on time, to ensure that the Item is delivered as required by the Purchaser under this Order, and at no cost to the Purchaser. The Supplier shall not be held liable if an Export Authorisation is not obtained due to an Excusable Delay as set out in Article 9.2 "Excusable Delay";

b) request the Purchaser to complete an end user statement as required by the relevant authority or as provided by the Purchaser;

c) provide the Purchaser, upon request, with any information, declarations and certifications required by the Export Regulations, including those related to its employees, subcontractors and third party if any, in the form set out in the "Compliance Declaration Template for Third Party Export Control Items Access Control" as available on the Airbus portal for suppliers, and/or to comply with the Purchaser's accreditation process for Export Regulations access control compliance, when required, to authorise access to any export controlled information;

d) prior to submission to the competent export control authority and upon request, provide the Purchaser with the Export Authorisation application and any amendments;

e) as soon as possible and before the Item first delivery, provide the Purchaser with a copy of any obtained Export Authorisation, including all applicable provisos/conditions, and/or any correspondence issued by any export control authority that relate to the execution of the Order and/or to the obligations of the Purchaser;

f) provide for each delivery of tangible and/or intangible Item, the applicable: Export Regulations, the Export Control Classification, and when applicable, the Export Authorisation number, referenced in the shipping documents for the tangible Item, and directly in any documents/files for the intangible Item;

g) not give access to intangible and/or tangible export controlled information and/or item to its subcontractor when provided by the Purchaser without the Purchaser's prior written authorisation;

h) be responsible for all applicable regulatory record keeping requirements;

i) visually identify by a label the package containing export controlled Item delivered to the Purchaser's premises;

j) be able to track and trace the shipping and delivery of the export controlled Item until the place of delivery stated in the Order;

k) in the case of military purchase, seek the Purchaser's review and approval of the provisions of the U.S. Technical Assistance Agreements ("TAA") or Manufacturing License Agreement ("MLA") prior to being submitted to the U.S. export authorities, should one (1) or more TAA or MLA be required for the fulfilment of the Order. The Supplier shall also provide the Purchaser with a copy of the fully executed TAA or MLA and of the issued approval that includes all provisos that relate to the execution of the Order or the compliance obligations of the Parties. The Supplier shall provide to the Purchaser any specific non-disclosure agreement required by the Export Regulations through the TAA or MLA; and

l) in the case of military purchase, declare any political contribution, commission and fees payments as referred under Part 130 of the U.S. International Traffic in Arms Regulations ("ITAR"). This declaration shall be made upon request from the Purchaser through "Form F Airbus ITAR PART 130 Declaration for Vendor".

**8.5** In the event of Supplier's failure to comply with its obligations under this Article 8 "Export Control", the Supplier shall, within a timeframe defined by the Purchaser and according to the defined technical specifications, replace or modify the relevant impacted Item in compliance with the applicable Export Regulations.

**8.6** The Supplier represents that, at the date of signature of the Order, the Supplier is not subject to any sanctions lists or located in a comprehensive embargoed country according to Export Regulations. The Supplier shall immediately inform the Purchaser in writing if during the course of the Order it becomes subject to any sanctions, investigation, claim, action, or proceedings according to Export Regulations.

**8.7** In the event that (i) the Supplier becomes, directly or indirectly, subject to any sanctions or embargo lists according to Export Regulations and/or (ii) the performance of a Party's obligations under this Order would constitute a breach of Export Regulation, the Purchaser shall be entitled to:

a) suspend performance of its obligations under the Order without prior notice and with immediate effect; and/or

b) terminate the Order with a prior written notice and with immediate effect in accordance with Article 13.1 "Termination for Supplier's Default";

in each case, without any liability for the Purchaser.

## **9. Delays**

**9.1** The Supplier shall notify the Purchaser orally, and promptly confirm in writing, immediately upon becoming aware of any known or anticipated delay in the performance of its obligations hereunder, stating the anticipated period of the delay, the reasons for the delay and the obligations affected.

**9.2 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 and causes 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 Article 13.2 "Termination for Excusable Delay", the affected Party shall, unless otherwise agreed in writing, resume the performance of its obligations.

### **9.3 Non-Excusable Delay**

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

- a) claim liquidated damages as specified in the Specific Conditions; and
- b) 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.

**9.3.2** 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 Article 13.1 “Termination for Supplier’s Default”.

### **10. Warranties**

**10.1** Without prejudice to any other warranties, the Supplier warrants to the Purchaser that the Item and/or any part thereof shall (i) be free from any defects and be 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 and with the Specification, if any, of the Purchaser and; (iv) in the case of a service, be performed with all reasonable skill and care and in accordance with best industry practice.

**10.2** The Supplier shall, promptly repair or replace, at the Purchaser’s request, any defective or non-compliant Item, at no cost to the Purchaser. The warranty will be for the period as specified in the Specific Conditions, but in any case, for a minimum period of twenty-four (24) months from the acceptance of the Item by the Purchaser, as provided for in Article 6.4 “Acceptance of the Item” or in the case of a service, from completion of such service. The outstanding warranty period, including the period under which the Item was under repair, shall apply to any repaired and/or replaced Item as from the date of its first use after such repair or replacement, or in the case of a service, on resumption of such service. The Supplier shall be liable for all costs incurred by the Purchaser, as a consequence of the defect or non-compliance of the Item or service, including but not limited to, removal, reinstallation, transport, certification and tests.

**10.3** This Article 10 “Warranties” shall apply in addition and without prejudice to any other rights and remedies under the Order and/or available to the Purchaser at law.

### **11. Price and Payment**

**11.1 Price.** Unless otherwise specified in the Specific Conditions, prices are fixed and firm and shall be based on the delivery of the Item, as per Article 6.3.1, to the place specified in the Specific Conditions of the Order. No additional charge shall be made by the Supplier for packing, insurance or delivery unless otherwise agreed by the Parties and set out in the Specific Conditions and any such charge shall be separately identified in the Supplier’s invoices. Where no prices have been agreed and noted in the Specific Conditions at the date of the Order, but a commencement of work on the Order by the Supplier is agreed by the Purchaser, an invoice in respect of such work shall not be submitted by the Supplier before the price has been agreed by the Parties and incorporated into the Order by an amendment in accordance with Article 18 “Amendments”.

**11.2 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 Item, if any.

**11.3 Invoices.** For payment purposes, the Supplier shall issue an invoice concurrently with the delivery of the Item and send it for the attention of the Purchaser’s accounting department as specified in the Specific Conditions of the Order as well as with the documents accompanying the Item when delivered to the Purchaser. Each invoice shall include the designation, reference and quantity of Items, the Order and item numbers, the price, the actual delivery date, names and addresses of the Parties, the Supplier’s bank details, any specific terms or conditions and reference to a discount, if any.

The Supplier shall issue its invoices in an electronic format, as specified by the Purchaser.

**11.4 Payment.** Payments shall be made by electronic bank transfer to the Supplier’s nominated bank account, provided that the invoice received from the Supplier is valid, accurate and due. The Purchaser will make payments only for those Items which have been delivered in accordance with the terms of the Order. In the event of a dispute between the Parties, the Purchaser shall be entitled to withhold the payment of any disputed element of the invoice until resolution of such dispute. Unless otherwise specified in the Specific Conditions, payments with respect to Items shall be made thirty (30) days from the end of the month in which the invoice is issued, paid the tenth (10<sup>th</sup>) day of the next calendar month. Should the payment day be a Saturday, Sunday or a bank holiday then the payment shall be made the following business day.

**11.5** 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, both before and after any judgement, at a rate of four percent (4%) per annum above the base rate for the time being of the Bank of England. The Parties agree that the interest provided for in this Article is a substantial remedy for the late payment of the Supplier.

**11.6** Without prejudice to any other right or remedy of the Purchaser, the Purchaser reserves the right to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable by the Purchaser to the Supplier in respect of an Order, or otherwise due from the Purchaser to the Supplier.

### **12. Liability and Insurance**

**12.1** The Supplier is liable to the Purchaser 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 a breakdown of the said damages.

**12.2** Each Party shall be 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 damage 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.

#### **12.3 Insurance**

**12.3.1** The Supplier shall subscribe and maintain, at his own expenses, with insurers of recognised reputation and security, the insurance policies needed for the coverage of its liabilities under the Order.

**12.3.2** The Supplier shall furnish to the Purchaser on or before the date of signature of the Order and annually thereafter, the corresponding insurance certificates evidencing that such insurances are in full force and effect. However, evidence of Supplier’s subscription to the insurance coverage detailed in Article 12.3.6 below shall be provided by the Supplier at the latest prior to the first delivery of the Items to the Purchaser.

**12.3.3** 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 effect and maintain general third party liability insurance commensurate with the

exposure potential for loss of or damage to property of, or death of or injury to any person including the Purchaser, resulting from performance of the Order and such insurance cover shall not be less than fifteen million Euros (EUR 15,000,000) (or the equivalent) per occurrence, or any lower figure to the extent agreed in writing by the Purchaser.

**12.3.4** If the Supplier is required to carry out work or services at or on an airfield and/or aviation premises, the Supplier shall either ensure that its general third-party liability insurance extends to aviation and air-side exposure, or the Supplier shall maintain a dedicated aviation premises liability or working parties' liability insurance in order to cover such exposure and such insurance cover shall not be less than fifteen million Euros (EUR 15,000,000) (or the equivalent).

**12.3.5** The Supplier shall, when having any Purchaser's or third party's property under its care, custody, or control for whatever reason required under the Order, including but not limited to the use of or the performance of work on such property, effect and maintain hangarkeepers' liability or property on care or custody insurance. The limit of coverage of such insurance shall not be less than the full replacement value of the property placed under the care, custody or control of the Supplier, whether on its premises, or on the premises of the Purchaser or on such other premises as the Purchaser requires.

**12.3.6** The Supplier shall effect and maintain product liability insurance (including coverage of war risks and allied perils), as necessary in respect of any of the Items that are to be incorporated into or in relation with the Final Product. Such product liability insurance must be commensurate with the exposure potential of the Items when incorporated into the Final Product or used in relation to such Final Product and shall not be less than (i) fifty million Euros (EUR 50,000,000) (or the equivalent) per occurrence and in the annual aggregate for product liability insurance or (ii) four hundred million Euros (EUR 400,000,000) (or the equivalent) per occurrence and in the annual aggregate for aviation product liability insurance, or (iii) hundred million Euros (EUR 100,000,000) (or the equivalent) per occurrence and in the annual aggregate for space product liability insurance, or any lower figure to the extent agreed in writing by the insurance department of the Purchaser.

**12.3.7** If the Supplier is required to carry out work which requires professional liability and/or technology error and omissions liability insurance, the Supplier shall provide the Purchaser with a certificate of insurance evidencing that such insurance is in full force and effect and with an adequate amount as would be maintained by prudent companies in similar business and activities.

**12.3.8** The Supplier shall effect and maintain cyber liability insurance providing coverage for data security and privacy, including coverage for unauthorised access and use, failure of security, breach of Confidential Information, release of privacy information, invasion of privacy violations, information theft, damage to or destruction of electronic information, alteration of electronic information, extortion, breach mitigation costs and regulatory coverage. The amount of coverage of such insurance shall not be less than five million Euros (EUR 5,000,000) (or the equivalent) per occurrence and in the annual aggregate.

**12.3.9** The Supplier shall subscribe and maintain any other insurance that is customarily required to be purchased by companies having business of a similar nature and/or any other insurance as may be required by law or otherwise.

## **13. Termination**

**13.1 Termination for Supplier's Default.** In the event the Supplier breaches or fails to comply with one or more of its obligations herein, the Purchaser may give the Supplier written notice of such breach or non-compliance at any time thereafter. The Supplier shall remedy such breach or non-compliance within thirty (30) days from the date of such notice. If the Supplier does not remedy the breach or non-compliance within the said thirty (30) days or if the breach is not capable of remedy then the Purchaser shall, without incurring any liability whatsoever, have the right to immediately terminate the Order in progress (in whole or in part) by giving written notice of termination to the Supplier to that effect, without prejudice to the Purchaser's rights to claim damages and/or any other remedies which the Purchaser may have at law and/or under the Order. The provisions of Article 13.5.2 "Consequences of Termination for Supplier's Default" shall apply and the termination account shall proceed accordingly.

**13.2 Termination for Excusable Delay.** In the event that an Excusable Delay exceeds or is expected to exceed thirty (30) days following 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.

**13.3 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 thirty (30) calendar days prior to the termination being effective. In the event of such notice being given, the Supplier shall stop work forthwith and comply with any directions with regard to the supplies that may be given by the Purchaser. The provisions of Article 13.5.3 "Consequences of Termination without Supplier's Default" shall apply and the termination account shall proceed accordingly.

**13.4 Termination for Supplier's Insolvency.** In the event the Supplier becomes (i) insolvent or goes into liquidation, or (ii) is unable or threatens to suspend or ceases paying its debts as they fall due, or (iii) commences negotiations with or makes an assignment, compromise or arrangement for the benefit of its creditors, or (iv) if the Supplier, being a limited company, passes a resolution for its winding up or if a petition for its winding up is filed, or (v) if an application is made to court, or an order is made for the appointment of an administrator, or a notice to appoint an administrator is given or an administrator is appointed or it files for protection from its creditors or (vi) an order is made under any applicable law relating to bankruptcy or insolvency or any analogous event in any jurisdiction shall take place, then the Purchaser may terminate the Order (in whole or in part) with immediate effect by giving written notice to the Supplier. The provisions of Article 13.5.2 "Consequences of Termination for Supplier's Default" shall apply and the termination account shall proceed accordingly.

## **13.5 Termination Procedures**

**13.5.1** As of the effective date of termination, the Supplier undertakes to cease all further performance related to the terminated Order (unless otherwise instructed by the Purchaser) and the Supplier shall comply with all directions or instructions regarding the Items which the Purchaser provides to the Supplier.

**13.5.2 Consequences of Termination for Supplier's Default.** The Supplier shall be liable for all losses, expenses, costs, claims and damages incurred by the Purchaser as a result of a breach by the Supplier of this Order or of the Conditions. The Supplier shall indemnify the Purchaser in full against any losses, expenses, costs, claims or damages whatsoever (including without limitation legal costs) resulting from the negligence, wilful misconduct, breach of contract or breach of statutory duty caused by the acts or omissions of the Supplier, its employees, subcontractors or agents in performance of the Order or in connection with any defect in an Item.

**13.5.3 Consequences of Termination without Supplier's Default.** 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 work accepted and unavoidable commitments 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.

**13.5.4 Consequences of Termination for Excusable Delay.** The Supplier shall repay to the Purchaser any amount which it may have been paid in advance in respect of the Items not provided by the Supplier as at the effective date of termination.

**13.5.5** Any termination of the Order by the Purchaser for whatever reason shall be without prejudice to any rights or remedies which may have accrued to the Purchaser prior to termination and the Purchaser shall use its reasonable endeavours to mitigate its loss on any termination.

**13.6 Suspension.** The Purchaser reserves the right to request at any moment that all or part of the work under the Order be stopped for a maximum period of six (6) months or rescheduled, without any liability to the Supplier for expenses that may result from this suspension or rescheduling.

**13.7 Surviving Articles.** All Articles in the Order and these Conditions which by their nature should survive expiry or termination of the Order shall remain in full force and effect after such expiry or termination.

#### **14. Intellectual Property Rights**

**14.1** All intellectual property created as a result of the work undertaken by the Supplier or its subcontractors for the purpose of the Order shall vest in and be the sole property of the Purchaser.

**14.2** 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 subcontractors for the purpose of the Order to the Purchaser.

**14.3** The Supplier hereby grants to the Purchaser, at no additional charge beyond the price specified on the Order, for the duration of the rights, but as a minimum for the duration of the Order, a non-exclusive and worldwide licence to use and have used, any of the Supplier's background intellectual property disclosed by it to the Purchaser under the Order, necessary for the performance of the Order or the use of the Item. The Supplier grants the Purchaser the right to sub-license all the above-mentioned rights.

**14.4** In the case of bespoke Items or Items customised for the Purchaser, such licence granted by the Supplier to the Purchaser, shall include 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 in any language, the right to modify, adapt, improve, correct and translate in any form and language, and interface with any other item. The Supplier grants the Purchaser the right to sub-license all the above-mentioned rights.

**14.5** The Supplier shall avoid the use, in any manner and for any purpose, throughout its contractual chain, of an OSS (Open Source Software) component that would result in a viral/contamination effect of the software produced and/or delivered in the frame of the Order. The Supplier shall request the authorisation from the Purchaser to introduce OSS components under OSS licence for the purpose of the software to be delivered

**14.6 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 in relation to the Order, the Supplier shall defend, fully indemnify and hold harmless the Purchaser, its agents, customers, sub-licensees, 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.

**14.7** The Supplier shall promptly inform the Purchaser of any dispute or claim (legal or otherwise) that arises with a third party and the substance of such dispute or claim.

**14.8** The Purchaser shall at its discretion be given full control of any proceedings or negotiations in connection with any claims, suits or actions and shall pursue these diligently unless the Parties agree otherwise. The Parties shall consult closely in relation to defending such claims, suits and actions.

#### **15. Confidentiality and Publicity**

**15.1** Any and all information relating to the Order and communicated by the Purchaser to the Supplier, or to which the Supplier may have access in connection with the Order, and/or any information in any form, on any medium, which is declared as being confidential or which reasonably be regarded as confidential because it is by its nature, commercially sensitive or is manifestly of a confidential nature shall be referred to as "Confidential Information".

**15.2** The Supplier shall use Confidential Information exclusively for the purposes of the Order. Disclosure of Confidential Information to the Supplier's personnel shall be for the purpose of performance of this Order only and shall be on a strictly need-to-know basis. The Supplier shall not disclose any Confidential Information to any third party without the Purchaser's prior written consent.

**15.3** The Supplier shall be under no obligation of confidentiality if he can prove that the Confidential Information was (i) already publicly known when the Supplier gained access to it or (ii) that it became publicly known through no fault of the Supplier after he gained access to it or (iii) that the Supplier was able to lawfully gain access to the Confidential Information.

**15.4** The obligations 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.

**15.5** Neither Party shall make any news release or public announcement referring to the Order, nor use, reproduce or imitate for any purpose whatsoever any of the filed, registered or unregistered trademarks of the other Party, including its company names, associated logos, programme names or logos associated with its products or services, unless a prior written consent is given by the other Party.

#### **16. Assignment and Transfer**

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.

#### **17. Governing Law and Dispute Management**

**17.1** This Order shall be governed by and construed and shall take effect in accordance with the laws of England and Wales. This Order shall confer no rights on third parties pursuant to the "Contracts (Rights of Third Parties) Act 1999" other than as expressly provided for herein.

**17.2 Amicable Resolution.** In the event of any dispute, controversy or claim (a "Dispute"), arising out of or in connection with this 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.

**17.3 Arbitration.** 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 London, England. The jurisdiction of the English courts under s45 and s69 Arbitration Act 1996 is excluded. Each Party shall nominate one arbitrator and the two arbitrators shall nominate the president in consultation with the Parties. The language to be used in the arbitral proceedings shall be English. The law of this arbitration agreement is that of the seat. Either Party retains the right, consistent with this Order, to apply to any court of competent jurisdiction for provisional, injunctive and/or conservatory relief, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

**17.4** The existence and content of the arbitral proceedings and any ruling 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 17 "Governing Law and Dispute Management", or (iv) by order of a state court or other judicial authority upon application of a Party.

#### **18. Amendments**

The Order including these Conditions shall not be amended except by specific agreement in writing (including changes and amendments to this Article 18 "Amendments"), signed by duly authorised representatives of the Parties.

#### **19. Independent Contractors**

The relationship of the Parties under these Conditions 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 Party.

#### **20. Entire Agreement**

**20.1** This Order constitutes the entire agreement between the Parties in relation to its subject matter. It replaces and extinguishes all prior agreements, draft agreements, arrangements, collateral warranties, collateral contracts, statements, assurances, representations and undertakings of any nature made by or on behalf of the Parties, whether oral or written, in relation to that subject matter.

**20.2** Each Party acknowledges that in entering into this Order it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject-matter of this Order at any time before its signature (together "Pre-Contractual Statements"), other than those which are set out in this Order. Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.

**20.3** Nothing in this Article 20 "Entire Agreement" shall exclude or restrict the liability of either Party arising out of its pre-contract fraud or fraudulent misrepresentation.

#### **21. Notices**

**21.1** Unless otherwise specified, all notices and communications between the Purchaser and the Supplier in respect of the Order shall be in writing and sent by hand, mail, electronic mail or courier to the Procurement Department at the Purchaser's facility identified in the Specific Conditions. The date of delivery of any such notice or communication shall be the date of despatch, if delivered by hand, electronic mail or courier, or five (5) days after mailing, if delivered by mail.

**21.2** The Supplier shall promptly inform the Purchaser of any change related to its company name and/or related to the address of any of its involved sites, before the effective date of such changes.

#### **22. Waiver**

Failure or delay at any time by either Party 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, nor prejudice the right of the affected Party to enforce such provision at a subsequent time.

#### **23. Severability**

Any provision of the Order which is found to be unlawful or unenforceable shall, to the extent required by such law, be severed from the Order and replaced with another provision having substantially the same effect without it modifying the remaining provisions.

#### **24. Language**

These Conditions have been drawn up in English and only this language version shall be deemed authentic. Any translation of these Conditions into a language other than English shall be for information purposes only. All notices, correspondence, communication and documentation to be issued, exchanged or delivered to either Party in connection with this Order shall be in English.