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# Airbus' General Terms and Conditions of Supply

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## FOR PRODUCTS AND SERVICES OF AIRBUS' AIRCRAFT

### 1. PURPOSE

The general terms and conditions of supply contained herein (the "Terms") shall govern any and all quotations, proposals, sales and leases made by Airbus SAS (the "Seller") and orders placed by a customer (the "Customer") concerning the products and/or services directly or indirectly supplied by the Seller, including but not limited to on-site support representative, training services, spares parts and tools, supplier's equipment, ground support equipment, software, technical data and documentation, engineering services, modification kits and technical assistance (individually or collectively the "Products and Services"). The Customer and the Seller are referred to individually as a "Party" and collectively as the "Parties".

The Terms are published in the Seller's Customer Services e-Catalogue (the "CSC") and available on Seller's customer portal AirbusWorld.

For the purpose of the Terms, the term "Affiliates" shall mean, with respect to the Seller, any other person or entity directly or indirectly controlling or controlled by or under common control with the Seller.

### 2 ORDERS - ORDER ACCEPTANCE – ORDER MODIFICATION

#### 2.1 Orders and Order acceptance

The provisions of the Terms shall apply to any and all purchase orders and amendments thereto, placed by the Customer to the Seller in relation with the Products and Services, and for which there is no reference to a specific agreement entered into by the Parties (the "Order"). The Customer's standard terms and conditions of purchase or any similar terms and conditions are expressly excluded under these Terms, notwithstanding any provision to the contrary in such Customer's standard terms and conditions of purchase.

The provision of Products and Services by the Seller shall be subject to the fulfilment of the ordering and payment processes set forth in these Terms. The obligation to buy for the Customer and to sell for the Seller the Products and Services mentioned in the Order shall become binding upon the Parties and therefore become a "Binding Order" only upon the issuance by the Seller of an Order acceptance in written form.

Any Order for Products and Services must be sent by the Customer to the address provided by the Seller either in the relevant Seller's catalogue or by any other means. If appropriate, Orders shall be placed in accordance with the relevant ATA specifications and will be administered in accordance with ATA specifications in force as of the date of performance of said Order. Orders placed by the Customer shall include all appropriate information including but not limited to the description and quantity of the Products and Services ordered, the Order number, the delivery schedule and the Seller's price, as available. Orders for Products and Services shall be placed in writing (whether by letter, telefax, or email) or electronically through the CSC as applicable. The Seller will convert all Orders for spare parts to the concept of single item orders in accordance with ATA SPEC 2000 Chapter 3.

For Products and Services subject to yearly subscription, such as but not limited to technical data and software, the Customer shall place an Order to initiate the subscription. Once it becomes a Binding Order, the subscription remains in force until either Party notifies the other of its decision to terminate such Binding Order in writing by October 31<sup>st</sup> of the then current year at the latest, for a termination effective as from the 31<sup>st</sup> of December of the current calendar year.

#### 2.2 Order modification

Any change to the Products and Services induced by the Seller after receipt of an Order shall be notified for approval to the Customer and shall become binding upon both Parties if no written objection is raised within eight (8) working days from the date of such notification by the Seller. If the Customer issues a written objection within the relevant period, the Parties shall negotiate in good faith to reach a mutual agreement. If an agreement is not reached within thirty (30) days of the issuance of an objection, the Order shall be deemed cancelled without further formalities, provided that if the Seller specifically manufactured or purchased part or all the Products or started performing the Services, the Customer shall accept such Products and Services and/or part thereof and pay relevant prices as reasonably determined by the Seller and which shall not exceed the prices of the Binding Order as determined pursuant to Section 5 "Prices" hereunder.

Any cancellation, modification and/or reduction in the terms and conditions of a Binding Order by the Customer is subject to the prior written approval of the Seller. Cancellation or reduction of the Binding Order by the Customer may result in additional charges to the Customer and the Seller reserves its rights to retain any advance payment made by the Customer.

### 3 DELIVERY

All sales of Products, except technical data, are made FCA – the place specified by the Seller, as this term is defined in the Incoterms 2010 publication issued by the International Chamber of Commerce (the "FCA - Incoterm").

Sales of technical data are made DAP – the place specified by the Customer as this term is defined in the Incoterms 2010 publication issued by the International Chamber of Commerce (the "DAP - Incoterm").

If appropriate, the Products will be packed in accordance with the relevant specifications including, in particular, ATA specification 300. For technical data, software documentation and their respective revisions, packing and shipment shall be carried out by the adequate transportation method reasonably appropriate in the Seller's opinion, including in an electronic format. In the event technical data, software, documentation and their respective revisions are provided online, they shall be considered delivered once the Seller's notice of availability is electronically sent to the Customer.

Claims against the Seller for shortages or apparent defects must be received by the Seller in written form within thirty (30) days of the delivery of the Products and Services to the Customer. After this period and even in the absence of a formal acceptance document, the Products and Services shall be deemed definitively accepted by the Customer.

EXPEDITE service is proposed by the Seller to the Customer, to expedite Products twenty-four (24) hours a day all year, when the Customer qualifies relevant orders as A.O.G (aircraft on ground), CRITICAL (imminent A.O.G or workstoppage) or EXPEDITE (less than published or quoted lead time), pursuant to and in the circumstances described in the "World Airline Suppliers' Guide", in the version published as of the date of the Order by Air Transport Association of America. The Seller reserves the rights to verify the accuracy of the A.O.G or CRITICAL or EXPEDITE qualification made by the Customer and to apply additional fees in case of inappropriate qualification of the Order, to cover corresponding costs for the Seller.

The Seller reserves the rights to charge additional fees in case the Customer has not nominated a forwarder as of the date of the Order.

The Seller will use commercially reasonable efforts to comply with the agreed delivery schedule.

HOWEVER, DELIVERY DATES ARE APPROXIMATE AND THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY DELAY IN THE DELIVERY OF PRODUCTS AND SERVICES.

The Seller shall be entitled to make partial deliveries and/or partial performance.

#### 4 TITLE AND RISK OF LOSS

With respect to sales of Product, title to the Products delivered to the Customer shall remain with the Seller until full payment of the entire price including principal and interest, and penalties, if any, has been received by the Seller.

Notwithstanding the above, the Customer will bear all risk of loss of the Products in accordance with the Incoterm specified in Section 3.

#### 5 PRICES

Prices for the Products and Services are available in the relevant Seller's catalogue or provided upon the Customer's request to the Seller.

All prices are net and FCA or DAP, as applicable pursuant to Section 3 above. All prices are exclusive of any taxes or duties that may be levied in connection with the performance of any Binding Order, and that shall be paid by the Customer.

Except in case of error or omission by the Seller in the price preparation or of a material adverse evolution of any manufacturing costs, prices will remain firm during the applicable calendar year.

Any quotation issued by the Seller constitutes a firm and valid offer for ninety (90) days from the date of the quotation, except for requests received within the last ninety (90) days of a calendar year, in which case the Seller's quotations are valid until the end of such calendar year, unless otherwise stated in the quotation.

The Seller reserves the right to charge the Customer for studies, documents or drawings executed in response to a particular Customer's request for quotation, at a price covering at least the Seller's costs.

Invoices for Products and Services shall be at the price indicated in the Binding Order. Nevertheless, the Seller shall invoice Products and Services subject to yearly subscription at the price indicated in the CSC valid at the date of the invoice or in the relevant quotation or other contractual document as applicable.

The Seller shall invoice Products and Services subject to successive deliveries over more than one (1) year taking into account the yearly escalation formula provided upon request or included into the corresponding quotation. Such escalation shall apply to the remaining price to be paid regardless of any down-payment which may have been requested in accordance with Section 6 of the Terms.

#### 6 TERMS OF PAYMENT

For any Binding Order exceeding two hundred thousand United States Dollars (200,000.00 USD), the Seller reserves the right to request a non-refundable down-payment of up to fifty percent (50%) of the price of the Products and Services indicated in the Binding Order. Such down-payment shall be paid immediately by the Customer upon receipt of the corresponding down-payment request from the Seller. Once received, the down-payment shall constitute an instalment in respect of the total price of the Products and Services ordered and shall be deducted from the invoice for such Products and Services. If the Products and Services ordered are subject to successive deliveries and invoices, a part of the down-payment, proportional to the number of invoices to be issued, shall be deducted from each successive invoice.

Upon written request by the Seller, the Customer shall immediately provide satisfactory evidence to the Seller, that it will be able to make payment of the balance of the price of the Products and Services when such payment is due. The Seller reserves the right to suspend delivery of the Product and Services until such evidence is provided.

Unless otherwise expressly stated by the Seller, payments shall be made no later than thirty (30) days from the date of issuance of the invoice, and the value date on which such payment is credited to the Seller's account shall fall within this thirty (30) day period. When partial deliveries are made, payments shall become due in accordance with the relevant invoices therefor.

Payment shall be made in immediately available funds in the quoted currency. In case of payment in any other freely convertible currency, the exchange rate valid as of the day of actual money transfer shall be applied for conversion.

If any payment due to the Seller is not received on the due date, without prejudice to the Seller's other rights (including but not limited to the right to claim for payment of any outstanding amount and to cease deliveries to the Customer without prior notice), the Seller shall be entitled to interest for late payment, calculated on the amount due from and including the due date of payment up to and including the date when the payment is received by the Seller at a rate equal to the London InterBank Offered Rate (LIBOR) for twelve (12) months deposits in United States Dollars (as published in the Financial Times on the due date) plus three percent (3 %) per year (part year to be prorated). All such interest shall be compounded monthly and calculated on the basis of the actual number of days elapsed in the month assuming a thirty (30) day month and a three hundred and sixty (360) day year.

In case of late payment, the Seller reserves the right to claim against the Customer the payment of a minimum amount of fifty United States Dollars (50 USD) per invoice, corresponding to the charges for late payment recovery.

All payments due to the Seller shall be made in full, without set-off, counterclaim, deduction or withholding of any kind. The Customer shall ensure that the sums received by the Seller shall be equal to the full amounts expressed to be due to the Seller in the invoice, without deduction or withholding on account of and free from any and all taxes, levies, imposts, dues or charges of whatever nature. If the Customer is compelled by law to make any such deduction or withholding, the Customer shall pay such additional amounts as may be necessary in order that the net amount received by the Seller after such deduction or withholding shall be equal to the amounts which would have been received in the absence of such

deduction or withholding and pay to the relevant taxation or other authorities within the period for payment permitted by applicable law, the full amount of the deduction or withholding.

No claim from the Customer can validly suspend payment due to the Seller.

## 7 WARRANTY, REMEDY AND LIMITATION OF LIABILITY

Subject to the limitations and conditions hereinafter provided, the Seller warrants to the Customer that the Seller's parts manufactured by the Seller and bearing a Seller's part number (the "Seller Parts") will at the date of delivery be free (i) from defects in material and (ii) from defects in workmanship, including but not limited to processes of manufacture.

The warranty described above will be limited to those defects, which become apparent upon delivery of the Seller Parts to the Customer (a) within thirty six (36) months for new Seller Parts and (b) within twelve (12) months for used Seller Parts.

IN THE EVENT OF A FAILURE FALLING WITHIN THE SCOPE OF THE WARRANTY DESCRIBED IN THE PARAGRAPH ABOVE, THE SELLER'S SOLE AND EXCLUSIVE LIABILITY SHALL BE AT ITS OPTION TO REPAIR OR REPLACE THE DEFECTIVE SELLER PARTS OR CREDIT THE CUSTOMER'S ACCOUNT FOR ANY SUCH SELLER PARTS, PROVIDED THAT (A) THE SELLER IS NOTIFIED IN WRITING WITHIN SIXTY (60) DAYS OF DISCOVERY BY THE CUSTOMER OF SUCH FAILURE; AND (B) SUCH SELLER PARTS ARE RETURNED TO THE SELLER CIP – AS THIS TERM IS DEFINED IN INCOTERMS 2010 PUBLICATION ISSUED BY THE INTERNATIONAL CHAMBER OF COMMERCE (THE "CIP-INCOTERM") - SELLER'S SPARES SUPPORT AND SERVICES, P.O. BOX 630262, D-22312 HAMBURG, GERMANY OR ANY OTHER PLACE AS INDICATED BY THE SELLER ; AND (C) THE SELLER'S EXAMINATION OF SUCH SELLER PARTS SHALL DISCLOSE TO THE SELLER'S SATISFACTION THAT SUCH ALLEGED FAILURE ACTUALLY EXISTS AND IS NOT CAUSED BY ACCIDENT, MISUSE, NEGLIGENCE, ALTERATION, IMPROPER INSTALLATION, REPAIR OR TESTING.

IF THE SELLER HAS OBTAINED A SUPPLIER WARRANTY, IN ITS CAPACITY AS BUYER OF ALL OR PART OF THE PRODUCTS AND SERVICES WHICH ARE SOLD TO THE CUSTOMER, THE SELLER SHALL TRANSFER TO THE CUSTOMER ANY REMAINING PORTION OF SUCH WARRANTY, PROVIDED SUCH WARRANTY IS TRANSFERABLE.

SHOULD ANY TECHNICAL DATA PROVIDED BY THE SELLER CONTAIN ANY NON CONFORMITY OR DEFECT, THE SOLE AND EXCLUSIVE LIABILITY OF THE SELLER SHALL BE TO TAKE ALL REASONABLE AND PROPER STEPS TO, AT ITS OPTION, CORRECT OR REPLACE SUCH TECHNICAL DATA.

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER (AS "SELLER" IS DEFINED BELOW FOR THE PURPOSES OF THIS SECTION) AND REMEDIES OF THE CUSTOMER SET FORTH IN THESE TERMS ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER AND RIGHTS, CLAIMS AND REMEDIES OF THE CUSTOMER AGAINST THE SELLER, EXPRESS OR IMPLIED HOWSOEVER, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY SELLER PARTS, PRODUCTS AND SERVICES DELIVERED UNDER THESE TERMS INCLUDING BUT NOT LIMITED TO: (A) ANY WARRANTY AGAINST HIDDEN DEFECTS (GARANTIE DES VICES CACHES); (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, WHETHER CONTRACTUAL OR DELICTUAL AND WHETHER OR NOT ARISING FROM THE SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY SELLER PARTS, PRODUCTS AND/OR SERVICES. THE SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, HOWSOEVER ARISING, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY SELLER PARTS, PRODUCTS AND/OR SERVICES DELIVERED UNDER THESE TERMS.

FOR THE PURPOSES OF SECTIONS 7, 8 AND 9, "THE SELLER" SHALL INCLUDE THE SELLER, ANY OF ITS SUPPLIERS AND SUBCONTRACTORS, ITS AFFILIATES, AND ANY OF THEIR RESPECTIVE INSURERS.

IN NO EVENT SHALL THE SELLER BE LIABLE FOR INFRINGEMENT OF PATENTS OR ANY INDUSTRIAL OR INTELLECTUAL OR OTHER SIMILAR PROPRIETARY RIGHTS UNDER THESE TERMS.

## 8 INDEMNIFICATION

### **Indemnities Relating to Ground Training**

*"Ground Training" means all training courses performed in classrooms, full flight simulator sessions, field trips and any other Products and Services provided to the Customer on the ground, which are not Training on Aircraft.*

The Seller shall, except in the case of wilful misconduct and/or gross negligence of the Customer, its directors, officers, agents, subcontractors and employees, be solely liable for and shall indemnify and hold harmless the Customer, its directors, officers, agents and employees from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) in respect of loss of or damage to the Seller's property and/or injury to, or death of, the directors, officers, agents or employees of the Seller and/or from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) for any loss or damage caused by the Seller to third parties, arising out of, caused by or in any way connected with any Ground Training.

The Customer shall, except in the case of wilful misconduct and gross negligence of the Seller, be solely liable for and shall indemnify and hold harmless the Seller from and against all liabilities, claims, damages, costs and expenses (including legal expenses and attorney fees) in respect of loss of or damage to the Customer's property and/or injury to or death of the directors, officers, agents or employees of the Customer and/or from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) for any loss or damage caused by the Customer to third parties arising out of, caused by or in any way connected with any Ground Training.

### **Indemnities Relating to Training Services on Aircraft**

*"Training Services on Aircraft" means all training courses, flight training, line training, flight assistance, line assistance, maintenance training or training support in connection with any aircraft and provided to the Customer.*

The Customer shall, except in the case of wilful misconduct and gross negligence of the Seller, be solely liable for and shall indemnify and hold harmless the Seller from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees), for injury to or death of any person (including any of

the Customer's directors, officers, agents and employees utilising such Training on Aircraft Services, but not directors, officers, agents and employees of the Seller) and/or for loss of or damage to any property (including the aircraft in connection with which the Training on Aircraft Services are performed) and/or for loss of use thereof, howsoever arising out of, caused by or in any way connected with any Training on Aircraft Services.

The above indemnity shall not apply with respect to the Seller's legal liability towards any person other than the Customer, its directors, officers, agents or employees arising out of an accident caused solely by a product defect in the aircraft delivered to and accepted by the Customer.

#### **Indemnities Relating to Seller Representatives Services**

*"Seller Representatives Services" means all assignments to the Customer at its premises of mechanics, avionic engineers, spares specialists and/or other specialists on a medium to long-term basis.*

The Customer shall, except in the case of wilful misconduct and gross negligence of the Seller, be solely liable for and shall indemnify and hold harmless the Seller, from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) for all injuries to or death of persons (excepting injuries to, or death, of the Seller's representatives) and for loss or damage to property and/or loss of use thereof howsoever arising out of or in connection with any Seller Representatives Services.

The Seller shall, except in the case of wilful misconduct and/or gross negligence of the Customer, its directors, officers, agents, subcontractors and/or employees, be solely liable for and shall indemnify and hold harmless the Customer, its directors, officers, agents and employees from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) for all injuries to, or death of, the Seller's representatives in connection with any Seller Representatives Services.

#### **Indemnities Relating to Engineering and Technical Assistance**

*"Engineering and Technical Assistance Services" means all engineering and technical assistance services provided by the Seller to the Customer.*

The Customer shall, except in the case of wilful misconduct and gross negligence of the Seller, be solely liable for and shall or shall cause the Operator/Owner to indemnify and hold harmless the Seller, from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees), for injury to or death of any person (excluding directors, officers, agents and employees of the Seller) and/or for loss of or damage to any property (including the aircraft on which the Services are performed) and/or for loss of use thereof arising out of, caused by or in any way connected with any Engineering and Technical Assistance Services.

#### **Indemnities Relating to Software**

Indemnities related to the supply of software shall be governed by the terms and conditions stated in the "End-User License for Airbus Software" available in the CSC.

#### **Indemnities relating to Products and Services, other than those stated in the previous indemnities provisions of this clause 8**

The Customer shall, except in the case of wilful misconduct and/or gross negligence of the Seller, be solely liable for and shall indemnify and hold harmless the Seller, from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) for injury to or death of any person (excluding the directors, officers, agents or employees of the Seller) and/or for loss of and/or damage to any property (including the aircraft in connection with which the Products and Services are provided) and/or for loss of use thereof arising out of, caused by or in any way connected with any Products and Services

### **9 INSURANCE**

The Customer shall maintain adequate insurance with respect to the undertakings of the Customer in this Section 9 and shall provide, upon the Seller's request, certificates of insurance from the Customer's insurance company, in English, evidencing such insurance coverage, in a form acceptable to the Seller.

For all periods where Services are performed on aircraft, the Customer shall cause the Seller, its Affiliates, their respective sub-contractors, the assignees of each of the foregoing and their respective directors, officers, employees and agents and their respective insurers to be named as additional insured under the Customer's Comprehensive Aviation Legal Liability insurance policies, including War Risks and Allied Perils (such insurance shall include the AVN52E Extended Coverage Endorsement (aviation liabilities) or any further Endorsement replacing AVN52E as may be available as well as coverage in respect of War and Allied Perils Third Parties Legal Liabilities insurance) to the extent of the Customer's undertaking hereunder.

With respect to the Customer's Hull All Risks and Hull War Risks and Allied Perils insurance, the Customer shall cause the insurers of the Customer's hull insurance policies to waive all rights of subrogation against the Seller, its Affiliates, their respective sub-contractors, the assignees of each of the foregoing and their respective directors, officers, employees and agents and their respective insurers to the extent of the Customer's undertaking hereunder.

Any applicable deductible shall be borne by the Customer with respect to the above policies. The Customer shall furnish to the Seller, not less than seven (7) working days prior to the start of any Services performed on aircraft, a certificate of insurance compliant with the above provisions and certifying that such policies have been endorsed as follows: (i) the Customer's policies shall be primary and non-contributory to any insurance maintained by the Seller; (ii) such insurance shall not become ineffective, cancelled, or coverage decreased or materially changed except on seven (7) days' prior written notice thereof to the Seller; and (iii) under any such cover, all rights of subrogation against the Seller have been waived to the extent of the Customer's undertaking hereunder.

Should the Customer not be the Operator/Owner, the Customer shall ensure that the Operator/Owner complies with all obligations specified in connection with the above insurance requirements.

*"Operator/Owner" means the operator and/or the owner, as applicable, of the aircraft on which the Service is performed or for installation in, or with respect to, which a Product is delivered.*

## 10 SOFTWARE

In the event that Products and Services to be supplied to the Customer include the provision of software, it is hereby agreed that the "End-User License for Airbus' Software", published in the CSC shall govern the use of said software.

## 11 CONFIDENTIAL AND PROPRIETARY INFORMATION

All proprietary information contained in the Products and Services and their respective documentation, including but not limited to patent, copyright, drawings, formulae, data, model, descriptions studies, codes and/or other information relating to the design, assembly, composition, manufacture, performance, application, or operation of the Products and Services, and/or any information marked as "Proprietary", "Confidential" or with some other similar marking or denomination or all information that the Customer knows or should reasonably know is confidential (collectively the "Confidential Information") are and will remain the exclusive property of the Seller and/or its Affiliates as the case may be. Those proprietary rights will also apply to any translation into a language or languages or media that may be performed or caused to be performed by the Customer, if so authorised by the Seller.

The supply of the Confidential Information will not be construed as a further right for the Customer to design or manufacture any aircraft or part thereof or spare part. Whenever the Seller authorises the Customer to manufacture certain items, such authorisation shall not be construed as express or implicit approval of the Customer and/or of such manufactured items.

The Customer shall limit access to Confidential Information to its employees solely having a need to know and shall not use it for any other purposes than those for which the Confidential Information has been communicated.

Confidential Information is supplied to the Customer for the sole use of the Customer who shall not disclose it or any part thereof to any third party without the prior written consent of the Seller, save as permitted herein. Nevertheless, when disclosure of Confidential Information is required pursuant to any mandatory government or legal requirement imposed upon the Customer, the Customer shall give the Seller prompt notice of any such request for disclosure, in due time, so that the Seller may seek an appropriate protective order.

The Customer shall protect the Confidential Information with, at least, the same degree of care as it uses to protect its own Confidential Information, but in no instance shall such standard be less than reasonable care for highly sensitive data.

Data pertaining to the operation, maintenance, configuration and/or modification of aircraft that are made available to the Seller in the frame of the supply of the Products and Services can be shared by the Seller with its Affiliates, suppliers, co-contractors, partners, advisors and agents, bound by confidentiality obligations, who can, as can the Seller, and until otherwise notified by the Company by registered mail to the Seller, use, analyse, aggregate, process, duplicate, transfer, modify, combine those data with other data and develop derivative works with such data, including for other purposes than the provision of the Products and Services. The provision of data to the Seller shall not be construed as relieving the Customer from any liability with respect to the aircraft, notably their operation, maintenance, airworthiness and with respect to the use of the data generated by such aircraft. Subject to applicable laws, regulations and contracts, the Seller shall in particular be under no obligation to analyse any data and/or make reports to the Company, the operator and/or the owner of the aircraft.

## 12 EXPORT CONTROL LAWS AND REGULATIONS

The Customer acknowledges that the Products, including but not limited to commodities, technology and software, and/or Services to be provided by the Seller under these Terms may be subject to export control laws and regulations, and any supply or use of such Products and/or Services contrary to such laws and regulations is prohibited.

The Customer shall indemnify and hold the Seller harmless against any losses, damages, fees or monetary sanctions imposed as a result of Customer's failure to comply with any applicable export control law or regulation.

## 13 FORCE MAJEURE

The Seller shall not be responsible for any delays or interruption in the performance or non-performance or incorrect performance of any Binding Order and more generally of any of its obligations hereunder due to any event which is beyond the Seller's control, including but not limited to: acts of God or the public enemy, natural disasters, fires, floods, explosions or earthquakes, serious accidents, total or constructive total loss; any law, decision, regulation, directive or other act of any government or of the EC authorities or of any department, commission, board, bureau, agency, court; any regulation or order affecting the supply of Products and Services ; war, riots, failure of transportation, strikes or labour troubles causing cessation, slowdown or interruption of work, delay after due and timely diligence to procure materials, accessories, software, equipment, parts and documentation.

## 14 ASSIGNMENT

The Customer shall not assign an Order or any interest therein or any rights thereunder (including the right to receive delivery) without the prior written consent of the Seller. The Seller shall be entitled to assign or transfer all or part of any Binding Order to any Affiliate, without further formalities and without remaining liability as from the assignment or transfer date.

## 15 SEVERABILITY

Any provision of the Terms prohibited by or unlawful or unenforceable under any applicable mandatory law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the Terms and rendered ineffective so far as is possible without modifying the remaining provisions. The Parties agree to replace, so far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the invalid provision, but which is not prohibited, unlawful or unenforceable. The invalidity in whole or in part of any provisions of the Terms shall not void or affect the validity of any other provision.

## 16 NO WAIVER

The failure of either Party to enforce at any time any of the Terms or to require performance of the same by the other Party shall in no way be construed to be a present or future waiver of the relevant Terms.

17 GOVERNING LAW

The Terms shall be governed by, subject to and construed and the performance thereof shall be determined in accordance with the laws of France. Any dispute arising out of the Terms shall be submitted to the exclusive jurisdiction of the commercial courts of Paris, France.

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