

## 1. DEFINITIONS

These General Terms & Conditions (hereinafter "GT&C") apply to all purchases made by the buyer. "Products" and "Services" refer to any items or services purchased by the buyer (hereinafter the "Buyer") and supplied and/or provided by the vendor (hereinafter the "Vendor"), together the "Parties". All information relating to the purchase of Products and/or Services must appear in the Order (hereinafter the "Order") issued by the Buyer. These include, but are not limited to, the identity of the Vendor and the Buyer, the description of the Products and/or Services, their respective quantity, and delivery information. "Contract" refers to, but is not limited to, the Order containing the GT&C, the annexes, or any other additional documents referred to herein, and applicable between the Parties.

## 2. CONTRACTUAL DOCUMENTS AND ACCEPTANCE

**2.1** Contractual documents. The purpose of these GT&C is to define the conditions applied to purchases of the ARESIA Group. They are proposed within the framework of negotiations with the Vendor in order to set the terms & conditions applied to Orders of the Group companies. They form a contractual document once they are accepted by the Vendor either as they stand, or completed or modified by means of an amendment signed by the Parties. In descending order of priority, the following documents shall constitute the contract: the Order containing these GT&C and the acknowledgement of receipt of the Order. Any supply of Products and/or provision of Services shall be deemed to be covered exclusively by these GT&C. This includes any document to which they refer, unless a representative duly authorised by the Buyer expressly agrees in writing to amend them.

### 2.2 ACCEPTANCE.

**2.2.1** Acceptance of the Order. The Vendor's acceptance of the Order automatically implies acceptance of these GT&C. Unless otherwise provided for in the Order, acceptance of the latter by the Vendor must take place in writing within eight (8) calendar days of its receipt. Failing this, the Vendor shall be deemed to have accepted the Contract in full and without reservation. The Buyer may therefore cancel without incurring any penalty an Order for which it has not received an acknowledgement of receipt within the specified period.

**2.2.2** Acceptance of the Products and/or Services. Acceptance by the Buyer of the Goods and/or Services shall be deemed to take place only after complete delivery, performance, and thorough inspection at any time after the date of delivery and performance as set out in the Order and subject to any claim lodged by the Buyer.

## 3. DELIVERY

The deadlines agreed between the Parties shall be mandatory. Their observance constitutes for the Buyer an essential clause without which they would not have entered into a contract. The Products listed in the Order shall be shipped *Delivered At Place (DAP)* "Buyer's address" (Incoterms 2020 of the International Chamber of Commerce) unless otherwise specified in the Order. Notwithstanding the foregoing, if the goods are subject to an acceptance procedure, the risk in the goods shall be transferred on the date on which the Vendor and the Buyer sign the Acceptance Report.

**3.1** Notification. If the Vendor encounters or anticipates difficulties in meeting the delivery deadline(s), they shall undertake to inform the Buyer immediately and in writing. The Vendor shall provide the Buyer with a detailed explanation of the reasons for such a delay and the actions they intend to take to remedy it or at least minimise the delay. Nevertheless, under no circumstances shall this information release the Vendor from any obligation and/or liability. The Buyer reserves the right to seek any remedy hereunder.

**3.2** Failure to comply. In the event the Vendor fails to comply with their delivery deadline and in the event the Buyer requests that appropriate means be made available to minimise the delay, the Vendor shall bear all costs relating thereto. Furthermore, unless waived by the Buyer, the Vendor shall compensate the Buyer for any delivery delay. Unless otherwise agreed between the Parties, the amount of damages payable shall correspond to the following. The Vendor acknowledges that this compensation represents a fair pre-assessment of the loss suffered by the Buyer as a result of the delayed delivery of the Products and/or Services without thereby being a discharge.

**3.3** Standard compensation for delays. The amount of these penalties is calculated as follows:  $I = (V * R) / 1000$ ; I = amount of compensation; V = penalised value (price of the delayed item under the defined conditions); R = number of days delayed.

**3.4** Surplus. Products shall not be delivered in excess of the quantities or, if applicable, the tolerance thereof provided for in the Order. If this should occur, the Vendor shall bear all risks associated with any additional quantity. The Vendor shall bear all risks relating to the loading of the excess Products and their return costs, unless the Vendor agrees to pay them. It is agreed that the excess quantities shall immediately become the property of the Buyer without any charge or compensation unless otherwise agreed.

**3.5** Early Delivery. Unless agreed in writing by the Buyer, the Vendor shall not deliver the Products and/or perform the Services more than fifteen (15) days in advance with reference to the acknowledgement of receipt date. The Buyer reserves the right to only pay for them on the day and under the conditions agreed in the Order and after full performance and inspection.

**3.6** Ownership. Notwithstanding any retention of title clause inserted in the Vendor's documents, ownership is transferred to the Buyer:

- Upon delivery to the Buyer's site with respect to the products and parts covered by the services;
- Or upon signature of the Acceptance Report if receipt is provided for in the contractual documents;
- As and when they are completed with respect to the intellectual property results produced and/or the work.

**3.7** Packaging. All Products must be delivered in suitable packaging enabling their proper reception and transport in accordance with the applicable regulations. The Vendor shall ensure the Products are shipped together with documentation in compliance with the applicable standards and regulations in force at the time of delivery, the certificate of conformity, the Buyer's instructions, the documentation necessary for their storage, use, and maintenance, the shipping documents and packing list, and more generally all documents required by the Buyer. These documents and their respective copies shall be placed in a transparent pocket affixed to the outside of the packaging. Only the quantity and weight determined by the Buyer upon receipt shall be deemed conclusive.

**3.8** Traceability. The Vendor shall ensure at all times, in writing and in recorded form, that a system of traceability of the Products is effectively maintained. In particular, without this list being exhaustive, the Vendor must have the technical means enabling the manufacturer and the batch number of the Products concerned to be identified, and must provide proof of this to the Buyer.

#### **4. INSPECTION**

The Buyer, their clients, any third party duly commissioned by the Buyer, any principal, and any duly authorised public authority, shall have access to any document, to audit, to supervise, or to examine the work carried out by the Vendor. The Vendor shall assist and provide the Buyer, their clients, any third party duly commissioned by the Buyer, any principal, or any authorised public authority, with access to their premises and those of their sub-contractors. At the Buyer's request, the Vendor shall maintain a safe working environment and a suitable quality control system. All costs for such inspection or any required action shall be borne by the Vendor. The Vendor undertakes to provide all information and assistance necessary for the inspection. The Buyer is entitled to inspect the Products and/or Services mentioned in the Order, at any time and at any place, starting from the acceptance of the Order through the delivery and performance of the Products and/or Services. This right of inspection covers, but is not limited to, the material, components, and manufacturing processes.

#### **5. PRICE**

The Parties agree to waive the application of Article 1195 of the French Civil Code, assuming the consequences of any change in circumstances that may occur during the fulfilment of the Order. Unless otherwise provided for in the Order, the delivery of the Supply shall be Delivered At Place (DAP) "Buyer's address" (Incoterms 2020 of the International Chamber of Commerce). Notwithstanding the foregoing, if the Goods are subject to an acceptance procedure, the risk in the Goods shall be transferred on the date on which the Vendor and the Buyer sign the Acceptance Report. Prices are considered to include all taxes and customs duties. No additional charges will be levied for packaging, transport, or storage. Any price reduction occurring after the Order is issued but before payment is made shall accrue to the Order. Prices include the costs of maintaining and/or repairing the Tools and goods referred to in article 17 hereof, and the cost of transferring the intellectual property rights referred to in article 18.3.

## **6. PAYMENT**

Each delivery shall be invoiced to the address stated on the Order within five (5) calendar days of delivery. The Vendor shall be paid by bank transfer according to the conditions mentioned in the Order and after receiving a duly sent invoice and acceptance of the Products and/or Services by the Buyer. The Buyer reserves the right to make any changes to the amount outstanding as a consequence of any failure, regardless of its nature, to comply with the provisions of the Contract.

Unless otherwise agreed by the Parties and subject to compliance with the legal provisions, the payment period for invoices shall be forty-five (45) days end of month from the invoice issuance date. This period is calculated as follows: end of the month of the invoice issuance date plus 45 days. In the event of late payment, late payment penalties shall be incurred from the day after the payment date shown on the invoice, without the need for a formal reminder. In such a case, the interest rate for late payment penalties shall be equal to three (3) times the legal interest rate in force in France. In addition, in accordance with legislation, in the event of late payment, the Buyer shall be liable to pay a fixed fee for collection costs of €40. In the event of a discrepancy in reconciling an invoice from the Supplier and an Order resulting in an unfavourable difference in price or quantity, the Buyer shall inform the Supplier and obtain their agreement in principle on the amount of the discrepancy to be settled through the transmission of a credit note within fifteen (15) days. Pending the credit note, a Debit Note may be issued directly by the Buyer to the Supplier in order to enable the Buyer to settle the invoice for the undisputed amounts on the due date. In the event of any disagreement, the Supplier shall have thirty (30) days from the issuance date of the Debit Note to respond to the Buyer.

## **7. VENDOR'S QUALITY CONTROL SYSTEM**

The Vendor shall have a quality control system that meets the requirements for suppliers as set out in the quality requirements provided by the Buyer to the Vendor. Quality requirements must be applied to ascertain the control of processes and products having an impact on the final product or the manufacturing process. This will apply in particular, but not exclusively, to all navigable aeronautical products. Furthermore, the Vendor shall ensure the integrity and practicability of the supply plan provided by the Buyer prior to any production. This will be carried out in particular through a policy of managing industrial risks, stocks, and production capacities and a policy of monitoring subcontractors, including a business continuity plan.

## **8. ANCILLARY SERVICES AND SPARE PARTS**

The Vendor shall sell to the Buyer the necessary Related Services and/or Replacement Products in such a way as to meet the Buyer's requirements in this respect and at the Contract price. This price may only be adjusted with the Buyer's consent if logistical and packaging conditions so require.

## **9. OBSOLESCENCE**

Obsolescence is a condition of all or part of the Products and/or Services that are no longer produced, available for purchase in the market, or whose use has been or is about to be restricted or prohibited by an Aviation Authority or a Service Bulletin (hereinafter Obsolescence). In the event of Obsolescence, the Vendor must propose, at their own expense, without any operational impact on the Buyer, an alternative supply solution. This alternative solution must be proposed without impacting the Buyer's own production. It shall be interchangeable in all respects of size, shape, function, and aesthetic appearance. As soon as the Vendor becomes aware of the risk of Obsolescence, they shall inform the Buyer without delay. The Vendor shall make every effort to take back any stock that has become obsolete which has already been paid for by the Buyer.

## **10. MODIFICATIONS**

**10.1** Modifications to the Order. The Buyer reserves the right to change their Order at any time by written notification, without this notification obligation extending to any assignees or guarantors, which the Vendor declares to accept.

If such modifications result in an increase or decrease in price, require additional time for performance, or generally affect any other provision of the Order, the Parties shall agree on an equitable readjustment of the terms affected by such modifications. In this case, the Order will be modified in writing. Any claims by the Vendor shall be made within twenty (20) calendar days from the reception date of the modified Order, subject to the Buyer's discretion. Failure to reach an agreement between the Parties shall be deemed a dispute within the meaning of article 27 hereof.

This shall not relieve the Vendor of any obligations pursuant to the Order. Any measures taken unilaterally by the Vendor affecting any of the provisions of the Order, such as price or delivery, whether or not with the assistance of an employee or representative, shall be deemed null and void unless they are the result of a decision by the Buyer.

**10.2** Changes to the Vendor's manufacturing process. Furthermore, the Vendor shall immediately inform the Buyer in writing of any change being defined as a modification in the sequence of operations or in the Vendor's process (hereafter "Modification"). The Vendor undertakes to obtain the prior written consent of the Buyer, assuring the latter that the quality procedures and delivery times will not be changed.

In such an event, the Vendor shall bear the costs associated with this modification, in particular those relating to the validation procedures that may be necessary. Such Modification includes but is not limited to: a new or modified process, a new or modified location, new or modified equipment, new or modified parts and/or spare parts, or any industrial transfer by the Vendor to another site or to a subcontractor. No such Modifications may be implemented by the Vendor without the Buyer's prior written consent. Depending on the impact of the Modification, the Buyer may decide to initiate a new qualification process and/or may be subject to a new qualification process by their own clients. During the performance of the Contract, if the Vendor is able to propose a Modification to the technical specifications, to the manufacturing process of the Products, and/or to the performance of the Services that would enable reducing the cost thereof, the Parties shall agree on the savings generated that shall be passed on in the form of a reduction in the price of the Products and/or Services. After consultation between the Parties, the Buyer shall inform the Vendor of any costs associated with or arising from a Modification that may be incurred by the Vendor.

## **11. SUSPENSION**

At any time and upon written notice, the Buyer may require the Vendor to suspend all or part of the work to be performed pursuant to the Order. This may be for a period of up to ninety (90) calendar days from the date of notification to the Vendor. Upon receipt of the suspension Order, the Vendor shall immediately comply therewith taking such action as is necessary to minimise the costs of the suspension. During this suspension period or any extension agreed between the Parties, the Buyer may, at their discretion, either rescind the suspension Order or terminate the relevant Order in accordance with the provisions contained in the "Termination for Fault" or "Termination for Convenience" articles. The Vendor shall resume work as soon as the suspension Order is lifted or expires. The Buyer and the Vendor shall negotiate in good faith an adjustment to the price and/or deadline if (i) the Contract is not cancelled or terminated; (ii) the Vendor provides effective proof that the suspension resulted in increased costs and/or an extension of the deadline provided for in the Order; and (iii) the Vendor submits their claim in writing within twenty (20) calendar days from the day the suspension Order is lifted.

## **12. GUARANTEES**

**12.1** The Vendor guarantees that all Products and/or Services to be delivered and/or performed under the Order: (a) conform to all specifications, instructions, drawings, and models, data or other documents furnished or required by the Buyer; (b) are marketable, made in accordance with good workmanship and free from defects; (c) are as described and fit for their purpose; (d) shall be free from all liens and encumbrances; and (e) comply with all laws and regulations whatsoever and with all requirements and provisions hereof. These contractual warranties apply in addition to all legal warranties, including, where applicable, the guarantee for hidden defects. Without prejudice to any other rights, the Vendor shall be obliged to fully compensate the Buyer for any shortcomings. Any limitation of liability or absence of warranty clause in favour of the Vendor shall be deemed to be unenforceable and hereby dismissed. All warranties shall survive any inspection, testing, acceptance, and payment for the Products and/or Services. They shall extend to the Buyer, their successors, assigns, and any clients.

**12.2** Shelf-Life Limited Products. In the case of shelf-life limited Products or in the case of material in which such Products are incorporated, the Vendor shall specify: (a) the measures to be taken to ensure proper storage; (b) the total shelf life of the Product from the time of its production; and (c) the expiration date, appropriately and indelibly marked on the part of the packaging that contains, supports, or directly protects the Product. The Vendor is required to ensure that, in relation to the Product's expiration date, the Buyer will have a remaining life of at least eighty percent (80%) of the total life.

### **13. PREVENTING BRIBERY-CONFLICTS OF INTEREST**

The ARESIA Group is committed to an Ethical Charter and expects at least the same commitments from its contractors. The Vendor shall refrain from offering to any ARESIA Group employee or from receiving any payment, service, or financial advantage, whether direct or indirect, on a personal basis, except for gifts or invitations that comply with the customs and ethical guidelines of the ARESIA Group. That is to say, these gifts shall not be pecuniary, shall be of very modest value, and may only be interpreted as an expression of courtesy. The Vendor declares: · that they have not violated anti-corruption laws and regulations; · that they have not been subject to any civil or criminal sanctions, in France or abroad, for violation of anti-corruption laws and regulations and that no investigation or proceedings that could lead to such sanctions are pending against them; · and that to the best of their knowledge, no executive or manager of their company has been subject to civil or criminal sanctions, in France or abroad, for violation of anti-corruption laws and regulations, and that no investigation or proceedings that could lead to such sanctions have been initiated against them. The Vendor guarantees: · that they respect and will respect the legal provisions regarding the fight against corruption in accordance with the 1997 OECD Convention and the 2003 United Nations Convention against Corruption (UNCAC); · that they have not granted and will not grant, directly or indirectly, any gift, donation, payment, remuneration, or benefit of any kind (travel, etc.) to anyone for the purpose of or in consideration of entering into the Order. The Vendor shall inform the Purchasing Department of the Buyer of any gift, donation, payment, remuneration, or advantage whatsoever that may be construed, either directly or indirectly, to offer to any employee, manager, or representative of the Buyer or of a company of the ARESIA Group or to any person likely to influence their decision in the context of the performance of the Order. In the event of non-compliance with this clause, the Buyer shall be entitled to terminate the Orders in progress with immediate effect and without compensation, notwithstanding any recourse that the Buyer may decide to take against the Vendor.

### **14. NON-CONFORMITY OF THE PRODUCTS AND/OR SERVICES**

**14.1** Non-conformity of the Products and/or Services With reference to the GT&C 1 at the last index, any Product and/or Service not conforming to the specifications as indicated in the Order will be declined by the Buyer. The Vendor shall organise the return of the defective Products at their own expense within fourteen (14) calendar days from the notification of their non-acceptance. Failing this, the Buyer shall organise the return of the said Products at the Vendor's expense and risk. Products and/or Services refused by the Buyer will be deemed undelivered or unperformed and not invoiced. The fact that the Buyer did not notify any defects in the Products and/or Services or proceeded to their payment, shall not constitute an acceptance of the same. The Buyer reserves the right to take any action, in particular implementing the guarantee clauses.

#### **14.2** Derogation requests

In very exceptional cases, the Buyer agrees to consider requests for derogations from the technical specifications and/or definition, made by the Vendor during the manufacture of a Product. Such requests must be sent to the Buyer as soon as any anomaly is noted. All supporting documents necessary for consideration of the waiver must be attached to such requests. If a derogation is granted, any obligations imposed on the Buyer as a result of this derogation, such as replacing a Product and/or modifying a Service, as well as the related costs, shall be borne entirely by the Vendor. The Buyer reserves the right to request a price reduction and/or to charge the Vendor a lump sum of seven hundred euros (€700) as well as any additional costs, charges, and amounts incurred by the Buyer for processing the derogation. The issuance of a derogation shall not release the Vendor from their obligations and responsibilities, in particular with regard to complying with the delivery deadlines.

**14.3** Replacement of rejected products and rework of services. At the Buyer's request, the Vendor shall: (i) repair or replace the defective Products at their own expense within the shortest possible time, and/or (ii) re-perform the faulty Services at their own expense as soon as possible, with the Buyer reserving the right to claim compensation for the damage suffered. The Vendor shall refer to the conditions and formalities of returns according to P06 05 at the latest index.

**14.4** Corrective action plan. The Vendor shall take prompt and appropriate corrective action in the event of serious or repeated non-compliance. At the same time, the Vendor shall continue to honour the terms & conditions set out in the Order. All costs relating to the corrective action plan, whether incurred by the Buyer or a third party commissioned by the Buyer, shall be borne by the Vendor.

**14.5** Information and communication regarding non-compliance. Whenever the Vendor identifies a non-conformity potentially affecting the Products delivered and/or the Services performed, the Vendor shall immediately inform the Buyer, identifying the batches of the Products or Services potentially affected, and indicating the nature of the non-conformity, its consequences, as well as a list of other potentially affected clients.

## **15. LIABILITY**

**15.1** Full compensation. The Vendor shall compensate the Buyer on first demand for all damages including material, immaterial, consequential or non-consequential damages, losses, claims, costs, fines, penalties and expenses including reasonable costs and expenses of legal and other professional advice, whether or not legal proceedings were brought, as well as those suffered, incurred, or paid for by the Buyer as a result of or in connection with: (a) a failure to comply with any warranty of the Vendor in relation to the Products and/or Services, whether actual or alleged on reasonable grounds, whether or not legal proceedings were initiated; (b) any claim for liability under any health, safety, environmental, and/or consumer legislation in the United Kingdom, France, or Europe that relates to the object of the Order; (c) any act or omission of the Vendor or their employees, representatives, or subcontractors in the delivery of the Goods and/or Services; and (d) any reasonable claim asserted by any of the Buyer's clients in relation to the Goods and/or Services supplied by the Vendor, except where such liability arises from the Vendor's compliance with a specification issued by the Buyer and accepted by the Vendor, or from gross negligence on the part of the Buyer and/or their employees. Likewise, without prejudice to any other rights, the Vendor shall indemnify the Buyer, their employees, agents, representatives, clients, and end clients, under the same conditions as those set out above. This indemnification requirement shall extend beyond the acceptance of the Goods and/or Services, their payment, expiration, or termination of the Contract.

**15.2** Limitation of the Buyer's liability. In no event shall the Buyer be liable for any indirect and/or consequential damages, or any other kind of damages. In any event, the Buyer's liability shall not exceed the price of the Product and/or Service that is the subject of the claim. Any claim or legal action must be brought within one (1) year of the occurrence of the event.

## **16. INSURANCE**

The Vendor is obliged to take out and maintain throughout the duration of the Contract all insurance policies required by the applicable legislation to cover the manufacture of the Products and/or the performance of the Services, covered by the Contract. Such insurance policies shall cover, inter alia, personal injury, product liability, and the direct or indirect material and consequential damages in connection with the performance of the Order. Thus, all expenses, claims, costs, and liabilities, irrespective of whether they are the result of an action or omission on the part of the Vendor, its employees, representatives, or subcontractors, shall be borne by the Vendor. The amount of insurance covering the Vendor's civil and professional liability, including, in particular, operating liability and product liability, shall be at least one million euros (€1,000,000). The Buyer shall be entitled to claim from the Vendor any other insurance indemnity due under a specific supplementary insurance.

The insurance must be taken out by the Vendor with a reputable and solvent insurance company. The Vendor is obliged to provide the insurance certificates for these policies and proof of payment of the corresponding premiums at any time and immediately upon the Buyer's request.

## **17. ENTRUSTED EQUIPMENT AND GOODS**

In the event the Buyer provides the Vendor with equipment and/or goods such as, but not limited to, manufacturing processes, know-how, moulds, designs, material, or supplies (hereinafter "Equipment and Goods") for the execution of the Order. Such equipment and goods shall be used solely for the purpose of fulfilling the Order. The custody and maintenance of such equipment and goods shall be provided by the Vendor at the latter's expense and risk. The Vendor undertakes to take out all necessary insurance against loss or damage, with the exception of normal wear and tear, and to provide proof of such insurance upon request by the Buyer. The Vendor agrees to provide the Buyer with a detailed inventory of such equipment and goods at the Buyer's first request. The Vendor further undertakes to maintain at their own expense such equipment and goods in a good state of repair, and to replace them if necessary. Such equipment and goods shall remain the property of the Buyer and shall be permanently marked or stamped by the Vendor to indicate such ownership.

All equipment and goods made available to the Vendor for the fulfilment of the Order shall be subject to the usual restrictions. They may not be reproduced or transferred in any way. In the event the Vendor paid for the equipment and goods themselves, the Buyer shall, at their sole discretion, reimburse the price paid and at the same time become the owner thereof.

The Buyer may repossess them as soon as the Order has been fully executed, or at any earlier date agreed between the Parties. The Vendor undertakes to return them free of charge, in good condition, at the first request of the Buyer and in any event at the end of the Contract. The Vendor shall certify that no copies were made of them, and if so, that they were destroyed.

## **18. INTELLECTUAL PROPERTY RIGHTS**

**18.1** Warranty and indemnity. The Vendor guarantees that the Products and/or Services provided in the context of the Order do not infringe any other patents, trademarks, trade names, designs, copyrights, and any other industrial or intellectual property rights held by a third party. The Vendor shall be liable for and shall indemnify the Buyer, their clients, and agents for all damages, losses, claims, costs, and expenses, including legal fees and expenses, suffered, incurred, or paid by the Buyer, or likely to be suffered, incurred, committed, or paid by the Buyer, by reason of any alleged or actual infringement of any of the said rights in the manufacture, use, sale, resale, or delivery of the Products and/or Services concerned, unless such infringement is the consequence of strict compliance with the instructions provided by the Buyer.

**18.2** Notifications. In the event of such a claim against the Buyer, the Vendor shall provide, upon first request, all information in their possession relating to such claim. The Vendor undertakes to transmit, as soon as possible and in writing, all the details of any claim received due to an infringement of any intellectual property right that would affect the proper execution of the Order.

**18.3** License/Assignment. The Vendor shall assign to the Buyer any invention or data created during the execution of the Order as well as all corresponding intellectual property rights. This includes, but is not limited to, all rights of reproduction, manufacture, adaptation, commercialisation, and use, irrespective of their use by the Buyer and for the duration of the protection provided by the applicable legislation.

Upon termination of the Order for any reason or upon expiration of the Order, the Buyer shall be entitled at their sole discretion to make non-exclusive use of any drawings, documents, or other files, whether created by the Buyer or the Vendor, without compensation to the Vendor.

**19. RIGHTS AND RESERVATIONS** All drawings, specifications, designs, information, tools, models, equipment, industrial processes, know-how, materials, moulds, and in any way any other Products supplied, developed, or financed by the Buyer and all intellectual property rights attached thereto shall remain the exclusive property of the Buyer. These shall be distinguished from other drawings, specifications, and materials of the Vendor or third party and shall be identified as such. These may not be used or reproduced for any reason whatsoever, except for use in carrying out the Order.

## **20. CONFIDENTIALITY**

Any information disclosed to the Vendor by the Buyer regardless of its form, provided that such information has not fallen into the public domain, may not be communicated to third parties without the Buyer's prior written consent and shall be considered confidential. This information may only be communicated to the Vendor's employees and/or subcontractors if they have an imperative need to know in order to carry out the Order and if they are subject to the same confidentiality obligations. This confidentiality obligation shall subsist after the completion, cancellation, termination, or expiration of the Contract.

## **21. ARCHIVING**

The Vendor undertakes to archive all copies of their work, in particular, but not exclusively, all technical documents relating to the manufacturing processes and all elements used for the proper execution of the Order for a period of ten (10) years for non-airworthy Products and thirty (30) years for airworthy Products.

## **22. TERMINATION DUE TO FAULT**

(i) The Buyer reserves the right, upon written notice, without prejudice to the application of paragraphs (c) and (e) below, to terminate the Order and/or the Contract in whole or in part in any of the following circumstances: If the Vendor fails to comply with its contractual obligations in terms of deadlines or any extension granted by the Buyer of such deadlines.

In any event, the Vendor shall bear any additional costs arising from the extension of these deadlines;

(ii) If the Vendor breaches any other contractual obligation or generally jeopardises the proper performance of the Order and/or the Contract or if the Buyer anticipates such a failure and the Vendor has not remedied it within thirty (30) calendar days of written notice by the Buyer or such other period as the Buyer may allow in writing.

(a) Should the Buyer terminate the Purchase Order and/or the Contract in whole or in part under the terms of paragraph (a) above, the Buyer reserves the right to procure at their sole discretion from a third party the same Products and Services as those of the terminated Purchase Order and/or Contract. The Vendor shall bear the related procurement costs and shall reimburse the Buyer for all amounts that the latter would have had to pay. They shall also bear all amounts already paid in respect of the performance of the Order and/or Contract, without this relieving the Vendor of their obligations to complete the Order and/or Contract for the portion not terminated.

(b) Except in the case of subcontracting, regardless of the extent thereof, the Vendor shall not be held liable for the proper execution of the Order and/or Contract in the event that such failure is not the result of the Vendor's fault or negligence and is of an unforeseeable and uncontrollable nature, hereinafter referred to as a force majeure event. In case of a force majeure event, the Vendor shall immediately inform the Buyer and shall use their best efforts to overcome such an event. The Buyer reserves the right to terminate the Contract in whole or in part if the force majeure event continues beyond sixty (60) calendar days from the time the Buyer was notified.

(c) In the event the Order and/or Contract is terminated under the conditions of paragraph (a) above, the Buyer, or any person they authorise, reserves the right, without prejudice to any other rights available to them, to obtain from the Vendor any title to the goods and/or delivery:

(i) Finished products, and

(ii) Partially finished Products and integrated material. The price of the finished Products and/or Services performed and accepted by the Buyer shall comply with those indicated in the Order. The price of the material delivered and accepted by the Buyer shall be agreed between the Buyer and the Vendor.

(d) The Buyer's rights set forth in this paragraph are not exclusive of any other rights that may be conferred upon them hereunder or under applicable law.

(e) It is agreed between the Parties that the Vendor shall reimburse the Buyer for all costs and expenses incurred by the Buyer resulting from the Vendor's non-performance.

## **23. TERMINATION FOR CONVENIENCE**

At the Buyer's sole discretion and at any time, subject to prior written notice, the Buyer may terminate all or part of the Order and/or the Contract. In such circumstances, the Vendor shall immediately cease all further performance and ensure that their subcontractors, if any, do likewise. Within ninety (90) calendar days from the termination date, the Vendor shall be entitled to submit a claim to the Buyer for the percentage of Order fulfilment prior to the termination, as well as any costs reasonably incurred as a result of the termination. The Vendor shall not be compensated for any costs that could have been reasonably avoided. Furthermore, the Vendor shall not be compensated. Conversely, the Buyer shall not be liable for any indirect losses or loss of income. In any event, such compensation shall not be greater than the price of the Order and/or the Contract.

These provisions do not affect the Buyer's right to terminate the Contract for breach. The Vendor shall be obliged to continue to properly perform that part of the Order and/or the Contract not terminated.



#### **24. OTHER CASES OF TERMINATION**

The Vendor undertakes to inform the Buyer immediately of any change in the composition of their capital or governance (hereinafter the "Control"). They also agree to inform the Buyer in the event of a merger, takeover, and in all cases of insolvency and/or the opening of collective proceedings against them (hereinafter "Insolvency"), including, but not limited to, safeguarding, receivership, judicial liquidation, and so forth.

To the extent permitted by law, the Buyer reserves the right to immediately terminate the Order and/or the Contract if: (a) The Vendor undergoes a change of Control; (b) the Vendor suffers an Insolvency event; (c) the Vendor ceases or endangers the continuation of their business; or (d) the Vendor's financial position deteriorates to such an extent that the Buyer considers that the Vendor's ability to properly perform their contractual obligations is impaired. Any termination pursuant to this article shall be deemed to be a termination for default as defined in article 22 hereof.

#### **25. ASSIGNMENT AND SUBCONTRACTING**

In order for the Vendor to assign, transfer, or subcontract all or part of the Order and/or the Contract without the prior written consent of the Buyer, they must refer to the conditions defined in GT&C-1 at the last index. Any such agreement shall not relieve the Vendor of their obligations under the Order and/or the Contract.

This provision does not apply to the purchase by the Vendor of standard parts or raw material. The Vendor shall use their best efforts to select subcontractors, parts, or materials competitively with respect to the purposes and requirements of the Order.

#### **26. WAIVER**

Any waiver granted by the Buyer for any purpose whatsoever shall not be construed as a waiver by the Buyer of any provision of the Order and/or Contract or of any of their rights.

The Vendor acknowledges that any agreement made by the Buyer as to the technical or qualifying specifications of the Products and/or Services, plans, drawings, procedures, reports, and any other documents shall not relieve the Vendor of their obligations under the Order and/or Contract.

#### **27. APPLICABLE LAW AND JURISDICTION**

**27.1** Applicable law Any difficulty arising in connection with the interpretation, validity, or performance of the Contract shall be governed by the law of the country in which the Buyer placing the Order is located.

**27.2** Litigation. In the event of a dispute, the Parties shall make every effort to settle their differences amicably. In the absence of an agreement, any dispute arising out of or in connection with the Order and/or the Contract shall be subject to the exclusive jurisdiction of the courts located in the country of the Buyer placing the Order.

**27.3** Ongoing disputes. The Vendor shall exercise all reasonable diligence in fulfilling the Order, including the delivery of the Products and/or Services in accordance with the Buyer's instructions. Upon conclusion of the dispute, the Order shall be amended, if necessary, to reflect the resolution of the dispute.

#### **28. EXPORT CONTROL**

28.1 The Parties undertake to comply with any export control laws and regulations that may apply to the Supply, including its components, as well as to any software, data, and products that the Parties may deliver to each other under the Order.

28.2 Each Party undertakes to inform the other of the export control classification of the above items. They undertake to notify the other Party of any change or proposed change in this classification within a maximum of fifteen (15) days of being notified.

28.3 In the event that the export, or re-export, of all or part of the Supply is subject to the obtaining of an export licence, the Vendor undertakes to apply to the relevant governmental authorities, at no cost to the Buyer, for any licence or governmental authorisation necessary for the use of the Supply by the Buyer and its delivery to clients or any other end-user specified by the Buyer to the Vendor. The Vendor undertakes to notify the Buyer immediately of the issuance of the export licence by the competent governmental authorities, or the existence of an exemption. The Vendor agrees to provide the Buyer with a copy of said licence or a certificate describing, in particular, the restrictions applicable to the re-export or retransfer by the Buyer of all or part of the Supply to a third party.

It is hereby specified that the Vendor's notification to the Buyer of the classification of all or part of the Supply and the issuance of the export licence referred to above shall constitute conditions precedent to the entry into force of the Order.

28.4 The Vendor undertakes to maintain all necessary security measures to prevent the transfer by any means of information provided by the Buyer and identified as being subject to applicable export control laws and regulations to any person who has not been granted access to such information by an exemption or export licence granted by the relevant government authorities.

28.5 If the export licence is withdrawn, not renewed, or invalidated as a result of the Vendor's action, the Buyer reserves the right to terminate the Order ipso jure, notwithstanding the Buyer's right to claim compensation for any loss suffered as a result of such failure.

#### 28.6 Prohibition on Import of Products of Russian Origin

The Vendor acknowledges and agrees that it will not sell, supply, transfer, export or re-export, directly or indirectly, any Product or Service of Russian origin, any product sold, supplied, transferred or exported under or in connection with this Agreement. Any breach of this provision by the Vendor shall constitute a material breach of an essential element of these terms and conditions of purchase and shall entitle Buyer to seek appropriate remedies, including, but not limited to, (i) termination of the agreement without any right of indemnification by the Vendor, and (ii) indemnification of Buyer for all costs, damages and losses resulting from such breach, including if Seller is in any way held liable for such breach by any authority.

### **29. PERSONAL DATA**

The Parties undertake to comply with the applicable regulations on the protection of personal data. In particular, they agree to use personal data only for the purposes of fulfilling the Order, to put in place all necessary security measures to protect this type of data, to ensure compliance with any transfers outside the European Union, to delete such data at the end of the retention period agreed between the Parties or at the end of the legal deadline, and to comply with the requests of the persons concerned. Furthermore, each Party agrees to notify the other of any data breaches having an impact on the processing of such data. In the context of managing their respective client/Vendor files, the Parties may transmit to each other the contact details of the persons in charge of managing their commercial relations, and thus each act as a separate data controller.

If any other personal data processing is to take place, the Parties shall negotiate and sign an agreement on the basis of the model attached in Annex 4.

### **30. CORPORATE SOCIAL RESPONSIBILITY**

The ARESIA Group is committed to respecting human rights, labour law, and environmental protection legislation. It attaches considerable importance to the ability of its suppliers to support the Group in its sustainable development policy.

30.1 Supplier Code of Conduct "The ARESIA Supplier Code of Conduct is accessible at the following URL [https://aresia.com/wp-content/uploads/2024/03/Code-de-Conduite-Fournisseur-ARESIA\\_EN.pdf](https://aresia.com/wp-content/uploads/2024/03/Code-de-Conduite-Fournisseur-ARESIA_EN.pdf) The ARESIA Group expects the Vendor to act in a commercially responsible manner with integrity and transparency, and that the Vendor complies with the rules of the said "Supplier Code of Conduct". The Vendor undertakes to comply with and shall ensure compliance with the "Supplier Code of Conduct" by all employees of their subcontractors and those of the Vendor.

30.2. Corporate Social Responsibility (CSR) The Vendor undertakes to put in place, throughout the duration of this Contract, an action plan to: Record the number of employees, entries and departures. Record the number of accidents with and without time off work and the frequency of accidents of its employees, subcontractors, and temporary workers; Measure and optimise water and energy consumption; Measure and limit emissions of greenhouse gases. The Vendor agrees to be assessed at their own expense on their CSR performance by the ARESIA Group or by a third party appointed by the ARESIA Group. If the overall score obtained is less than or equal to 24/100: The Vendor agrees to implement a corrective action plan within one month. After a 12-month period, the Vendor agrees to be re-evaluated by the ARESIA Group or a designated third party. If the overall score obtained is between 25/100 and 44/100: The Vendor undertakes to implement a corrective action plan. After a three-year period, the Vendor agrees to be reassessed by the ARESIA Group or by a designated third party. 30.3 A breach of any of the commitments contained in this article by the Vendor or any of their subcontractors shall be considered as serious misconduct that may lead to the termination of the CONTRACT as provided for in article 22.

### **31. COMPLIANCE WITH APPLICABLE LABOUR LAWS AND REGULATIONS**

The Supplier guarantees that they comply with the social legislation to which they are subject. They also guarantee that the Supply will be carried out in accordance with the social legislation in force in the country in which the Supply is made. In particular, if the Supply is carried out in France, the Supplier undertakes to comply with the social legislation relating to the fight against undeclared work (Articles L.8222-1 *et seq.* and Articles R.8222-1 *et seq.* of the French Labour Code) and foreign labour (Articles L.8253-1 *et seq.*) Depending on whether the Supplier is domiciled in France or abroad, they undertake to provide the Buyer, on the date of the Order and in any event before the start of the Supply and then every six (6) months until the end of the Order, with either the documents referred to in Articles D.8222-5 and D.8254-1 *et seq.* of the French Labour Code, or the documents referred to in Articles D.8222-7 and 8 and D.8254-3 *et seq.*

Furthermore, if the Supplier seconded employees under the conditions provided for in Articles L.1262-1 and L.1262-2 of the French Labour Code, they shall inform the Buyer prior to the commencement of the Order and shall at the same time provide the Buyer with proof that they have fulfilled the obligations set forth in Article L.1262.2.1 of the Labour Code. Furthermore, the Supplier undertakes to comply with the minimum wage legislation, as well as with the regulations requiring that the accommodation conditions of the seconded employees are compatible with human decency. A model letter to be completed by the Supplier depending on whether they are established in France or abroad is attached in Annex 3 with the list of documents to be provided.

ANNEX 1 - ETHICS CHARTER

ANNEX 2 - PERSONAL DATA

ANNEX 3 - MODEL DECLARATIONS (undeclared work & foreign labour)