

**Direct Purchases:** any purchase by the Purchaser from the Supplier of products or services designed to be installed on board of, or incorporated into or used in connection with an aircraft or a spacecraft.

**Indirect Purchases:** any purchase by the Purchaser from the Supplier that does not fall within the definition of "Direct Purchases".

## 1. Hierarchy between contractual documents of the Order

The Order is composed of the following items listed in the following order of priority: 1. all indications and documents referred to in the purchase order issued by the Purchaser to the Supplier, 2. the GTP (including their attachments), 3. the "Technical Specifications" (specific specifications applicable to the Products and/or Services, in particular Purchaser's requirements in terms of quality and logistics, and statement of work), 4. the data pertaining to the Supplier's technical and commercial offer, expressly approved by the Purchaser, 5. any other document expressly approved by the Parties. The Supplier's standard terms of sale (STS) are not accepted by the Purchaser except where exceptions are approved in any specific terms. In the event where the Parties do sign specific terms, these specific terms will prevail over the GTP and the Supplier's STS.

## 2. Orders

Acceptance of an Order is made by sending the Purchaser, within 5 days from the date indicated on the Order, an acknowledgement of receipt signed by the Supplier and bearing its corporate stamp. However, any incipient execution of the Order by the Supplier, without prior sending of the acknowledgement of receipt to the Purchaser, shall be construed as an unqualified acceptance of the Order by the Supplier. The Purchaser may, without incurring any liability or owing any compensation, alter or cancel any Order before the receipt of the acknowledgement of receipt of the Order and prior to any incipient execution of the Order brought to the attention of the Purchaser in writing. The Supplier is bound by a performance obligation as regards the execution of the Order in accordance with the terms thereof, as well as by trade practices. The Supplier expressly acknowledges having received all documents and information necessary to appraise the scope of its covenants under the terms of the Order and to have precisely assessed the constraints of any nature whatsoever. If a difficulty should arise during the course of execution of the Order, the Supplier covenants to immediately inform the Purchaser and to offer the latter a swift and bespoke solution suited to its needs.

The Supplier must disclose to the Purchaser all data and advice necessary to the storage, handling, use and installation of the "Products" (the assets forming the subject matter of the Order) and/or of the "Services" (the services forming the subject matter of the Order) (together the "Supplies").

## 3. Compliance with deadlines and liquidated damages

The deadlines indicated in the Order are imperative and are an essential component of the Order. In the event of anticipated delays, the Supplier will inform the Purchaser immediately and specify in writing the measures adopted to minimize the consequences of its delay. In the event of failure to adhere to the deadlines indicated in the Order or hereunder, save for reasons exclusively attributable to the Purchaser, the Purchaser will apply liquidated damages from the first day late. The liquidated damages shall be as follows:

- For Indirect Purchases: 1% of the total price excluding tax of the Order which is late, per calendar day late.
- For Direct Purchases: 2% of the total price excluding tax of the Order which is late, per calendar day late.

The amount of said liquidated damages may be deducted from one of the payment instalments under the Order which is late or under any other Order. The collection of late performance liquidated damages does not imply any waiver by the Purchaser of its right to terminate the Order. In addition, if the loss sustained by the Purchaser exceeds the amount of the liquidated damages, the Purchaser shall be entitled to claim indemnification to the Supplier for its full loss.

## 4. Delivery of the Products and receipt of the Supplies

The Products ordered by the Purchaser must be delivered complete and consistently with the requirements of all contractual documents. All deliveries must enclose a document on Supplier's headed notepaper, dated, bearing the Order number and restating all indications enabling the identification of the Products delivered. The delivery of the Products by the Supplier will be performed DDP, Incoterms 2010. In addition, the Supplier will be responsible for unloading the Products. The packaging of the Products must be consistent with and suited to the type of Product in question, and to the mode of transport used, so as to guarantee their integrity and safety. If the Supplier does not adhere to the deadline for delivery defined in the Order, the Purchaser will be entitled to require the transportation of the Products via a faster mode of transport, at the sole expense of the Supplier. The Purchaser reserves the right to refuse any and all early delivery of the Supplies. The Supplier will have to assume all consequences of any nature whatsoever, including financial consequences (cost of money), sustained by the Purchaser, and to hold the latter harmless, on account of any early delivery of the Supplies, including in the event of acceptance by the Purchaser of the early delivery. In the event of early delivery of more than 7 days prior to the date of delivery, the Purchaser may apply liquidated damages in the amount of 0.5% of the price for the relevant Products per day in advance, with a minimum of 20 euros per day,

without exceeding 20% of the total price for the relevant Products. The signature by the Purchaser of the delivery note or of the acceptance certificate shall only have the effect of recording delivery of the Supplies, forming the subject matter of the Order, and cannot under any circumstances be considered as releasing the Supplier from its liability, as regards its obligation to deliver to the Purchaser Supplies which conform to the specifications of the Order and to trade practices. The acceptance certificate or the delivery note form the starting point of the warranty period.

## 5. Price and payment

The prices expressed are established on a lump-sum, firm and final basis for the term of the Order. Each Order will be invoiced separately, recalling the Order number and the invoice being established in two counterparts. Payment of invoices will be made by bank transfer at the end of the month during which a 45 calendar day period expired and which had started on the date of issuance of the invoice by the Supplier. No deposit is payable, save prior written consent of the Purchaser. Each invoice will be issued, at the earliest, on the date of delivery of the Products or, for Services, on the date of signature of an unqualified acceptance certificate. Any monies unpaid on their due date will give rise to the payment, by the Purchaser, of late payment interests, set at three times the legal interest rate in force, payable as of right and recorded as a matter of course on the debit side of the Purchaser's account. Any monies owed by the Purchaser, under an Order, can be offset accordingly against any monies that the Supplier is liable for towards the Purchaser in any respect whatsoever, including in the event of non-compliant Supplies. The Supplier warrants for the benefit of the Purchaser and will reimburse the latter for all recovery or direct payment claims initiated by the Supplier's subcontractors in application of "Law no. 75-1334 of 31 December 1975 on subcontracting", to the extent where these claims would lead the Purchaser to pay twice the price of all or part of the Supplies.

## 6. Warranties

**Indirect Purchases:** the Supplier warrants the Products and Services against any and all defects, whether apparent or not, including design, material or manufacturing defects during the legal warranty period, without any additional price.

**Direct Purchases:** the Supplier warrants the Products and Services against any and all defects, whether apparent or not, including design, material or manufacturing defects during a period of 5 years from the date of signature of the acceptance certificate or of the delivery note, without any additional price.

During the warranty period, the Supplier covenants to repair or to replace any defective Product and/or to re-perform the Services, at its expense, within a period of 15 days from the Purchaser's request. In the event of defect or non-conformity under this article 6 or article 9, the defective Product will be returned to the Supplier on an EXW basis at LATECOERE's premises, and delivery by the Supplier of the repaired or replaced Product will be performed DDP at LATECOERE's premises. The warranty obligation covers the dismantling, replacement and on site re-assembly, the expenses pertaining to travel, storage, packaging and transportation required for the replacement or repair. The warranty period will restart in its entirety for any Product repaired or replaced, as from its receipt by the Purchaser. Where a Product proves to be defective, the Purchaser is entitled to turn down the entire batch in which the Product was included. In this case, the Supplier covenants to appraise the Supplies in the presence of the Purchaser, and to make a proposal for an alteration, which will be applied to all of the Supplies delivered or to be delivered, and to the related documentation.

## 7. Transfer of risks and transfer of title

Transfer of the risks pertaining to the Supplies shall operate in accordance with the applicable Incoterm. Notwithstanding the transfer of risks, the Supplier will remain liable for any and all damages that it may cause to the Supplies delivered, within the framework of the performance of any additional services it should be induced to carry out. Transfer of title shall take place upon delivery. As concerns Services, transfer of title operates as and when they are performed. The application of this article shall not adversely affect the possible transfer of intellectual property rights. No title retention clause shall be allowed by the Purchaser. The Supplier covenants that no title retention clause shall be stipulated by its own suppliers for any component incorporated into the Products.

## 8. Intellectual property

Each of the Parties shall retain exclusive ownership to its proprietary know-how, knowledge as well as all intellectual property rights, acquired or developed prior to the execution of the Order, or independently of the latter. All tools, materials, software, unit sets, plans, technical notes, settings, adaptations, data, drawings, models, prototypes, test cases, without this list being exhaustive, created or developed by the Supplier, for the Purchaser, for the requirements of the Order will be considered as "Deliverables" and all related intellectual property rights will be transferred to the Purchaser as from their creation. The Purchaser may, for any country, freely use, licence, operate or assign the Deliverables that it has become the owner of. The rights of the Purchaser over the Deliverables include, in an exclusive and definitive respect, without limitation, all of the rights of exploitation, of utilisation, of reproduction, of correction, of adaptation, of distribution to the public and of

translation and all marketing approval rights, as well as the right to proceed with any actions in view of the procurement or preservation of the rights thus assigned. The Supplier grants, without limitation, the Purchaser, for the legal duration of the relevant intellectual property rights, a nonexclusive, irrevocable, transferable right to use, free of charge and on a worldwide basis, all the intellectual property rights developed, acquired or controlled by the Supplier prior to the execution of the Order or independently from the latter and which are necessary to the execution of the Order or for the utilisation of the Products and Services, as well as the right to proceed with any and all actions in view of the procurement or preservation of the rights thus licensed out. The Supplier warrants that all of the intellectual property rights that it implements for the execution of the Order are free of any and all encumbrances, and that none constitute any infringement of third party rights. It warrants that it has obtained all rights necessary for their re-use if the latter incorporate third party rights. The Supplier will hold the Purchaser harmless against any and all third party claims based on a breach of an intellectual property right within the framework of the execution of an Order and during the whole period of validity of these rights. The Supplier covenants to provide the Purchaser with a list of all the title deeds pertaining to intellectual property rights acquired or to be acquired or which were developed prior to entry into force of the Order, that could restrict or affect the rights of the Purchaser listed above. In the event of an action brought against the Purchaser by third parties holding intellectual property rights, the Supplier covenants to intervene in the legal action and to assume the expense of all consequences and financial liabilities that may result from such for the Purchaser.

### 9. Liability and Insurance

The Supplier is liable towards the Purchaser for complying with its contractual and legal obligations, including deadlines and terms of the GTP and of the Order. The Supplier shall be liable for all costs, charges, losses and damages incurred by the Purchaser, in connection with any default of the Supplier, including in particular Purchaser's losses in connection with noncompliance with the applicable schedule or with non-conformities, monies owed by the Purchaser within the framework of its contract with its client due to a default of the Supplier under the Order or at law and any monies owed to any supplier of the Purchaser due to the disruption of its manufacturing or development activities. Any and all non-conformity must be immediately remedied, at the expense of the Supplier. Any and all breach of this conformity obligation shall give rise to compensation for the entirety of the loss sustained by the Purchaser as well as to termination of the Order for Supplier's breach.

The Supplier is required to underwrite insurance policies covering all of the liabilities that it may incur for the execution of the Order or in conjunction with the execution of the latter and that the Purchaser, its employees, its subsidiaries, its representatives and/or any third parties should be the victims of, in particular a business liability insurance as well as a civil liability insurance for products post-delivery. The Supplier shall provide the Purchaser with the insurance certificates corresponding to all of the policies underwritten, along with the acceptance of the Order and thereafter upon mere request of the Purchaser.

### 10. Compliance with applicable laws

The Parties covenant to comply with any and all laws applicable in matters of export control (including US regulations) and to apply to all relevant authorities for all authorisations required in relation to the Supplies. It will be incumbent upon the Supplier to obtain, at its own expense and under its sole liability, from the authorities of the country of origin, those licenses or authorisations, and in particular any "export form" or any equivalent document, required for all or part of the Product. In the event where the relevant authorities should refuse to issue or should cancel a licence or authorisation, the Order may be terminated by the Purchaser on the terms contemplated in article 12. The Supplier covenants to indicate to the Purchaser the country of origin of every component of the Products and to inform the latter if they are subject to any export controls. If any fines or penalties are inflicted on the Purchaser by an authority, due to the fact that the Supplier has not supplied the data on the products, which is necessary within the framework of the import or export formalities, the Supplier will be required to refund the amount of these penalties or fines to the Purchaser, upon mere presentation of any documentary evidence. The Parties acknowledge and warrant that they shall conform in all circumstances to the General Regulation relating to the Protection of personal Data 2016/679. The Parties are committed to integrity and ethical behaviour throughout their respective activities. Each Party covenants to comply with the obligations which are incumbent upon them in matters of the fight against corruption and illegal business practices. The Parties covenant in all circumstances to never make or approve an illegal payment. The Parties must inform each other of any potential or proven conflict of interest. The Supplier covenants to conform to the code of conduct and the anticorruption policy accessible on Latécoère's website: <https://www.latecoere.aero/en/the-group/our-ethic/>

### 11. Force majeure

The Supplier who is impeded by an event of *force majeure* within the meaning of article 1218 of the French *Code civil* has to inform the Purchaser thereof,

via registered letter with acknowledgement of receipt, immediately and at the latest within 5 days from the appearance of said event, and provide it with all documentary evidence. Technical incidents, lack of staff, sick leave, strikes (except national general strikes) or ordinary inclement weather are normal contingencies that will not be considered as cases of *force majeure*. In addition, events which make the performance of the obligations more expensive shall not be construed as cases of *force majeure*. If, due to a case of *force majeure*, the performance of the Supplier's obligations is delayed by more than 30 days, or is delayed for less if imposed by the clients of the Purchaser, the Purchaser may, without prior notice, terminate partially or in full the Order before its end date, the Purchaser only paying the Supplier for those Supplies fully executed.

### 12. Termination

The Purchaser may, within a period of 30 days after a formal demand via registered letter with acknowledgement of receipt which has remained ineffective, terminate as of right all or part of the Order without owing any compensation to the Supplier, in one of the following cases: i) the Supplier breaches any one whatsoever of its contractual or legal obligations and does not remedy its default after said formal demand sent by the Purchaser, ii) a default is recorded by the Purchaser, regarding the quality system of the Supplier, iii) the Supplier has not immediately informed the Purchaser of any significant variation in the apportionment of its share capital, iv) the relevant authorities should refuse to issue or should cancel a licence or an authorisation necessary to the execution of the Order. The Purchaser may then decide to substitute the Supplier or to entrust execution of the Order to a third party, at the expense and risk of the Supplier. The latter will have to make available to the Purchaser or to the third party the materials, equipment and technical documentation that the Purchaser considers necessary to complete the subject matter of the Order.

### 13. Transfer, assignment and subcontracting

The Supplier covenants not to transfer, or assign, or subcontract all or part of the Order to a third party without the prior written consent of the Purchaser, including in the event of merger, demerger or partial contribution of assets. In any event, the Supplier will remain liable for the satisfactory execution of the Order and may not exclude its liability on account of non-performance by one of its subcontractors. The Purchaser reserves the right to transfer, assign or subcontract all or part of the Order, in consideration for written notification served on the Supplier. The Supplier accepts that the assignee will be alone responsible for executing the Order as from such notification, releasing the Purchaser from any and all contractual liability in respect of the obligations arising subsequently to the date of transfer or assignment.

### 14. Confidentiality

The Supplier covenants, for the whole of the execution period of the Order as well as during a period of 5 years as from the end of the applicable warranty period, to consider as confidential all of the information or data disclosed by the Purchaser, whatever the form, whether or not such items are identified as confidential (hereinafter referred to as the "Confidential Information"). All of the Confidential Information, conveyed by the Purchaser to the Supplier, shall remain the property of the Purchaser and must be returned to the latter, immediately, at its request. As from term-end or termination of the Order, at the request of the Purchaser, the Supplier must, either destroy such and certify destruction thereof, or return such to the Purchaser along with all copies thereof it may have made. The Supplier must see to it that the Confidential Information (i) is protected and kept strictly confidential and is treated with the same degree of precaution and protection as its own Confidential Information of the same importance, (ii) is disclosed internally only to members of its staff on a need-to-know basis and is only used by the latter for the purpose of executing the Order, (iii) is not disclosed, or likely to be so disclosed, either directly, or indirectly to any third parties, and (iv) is neither copied, nor reproduced, nor duplicated in full or part only, where such copies, reproductions or duplications have not been authorised by the Purchaser and thus, specifically and in writing. If the Supplier, in application of a law or of a judicial or administrative decision, is required to disclose the Confidential Information of the Purchaser, it will have to advise the latter thereof immediately, to enable the latter to be able to lodge an appeal against such decision. If the Purchaser informs the Supplier that any Confidential Information is a trade secret (within the meaning of the French law no. 2018-670 of 30 July 2018), it covenants to consider this information as such and to use all appropriate means to protect such including those suggested by the Purchaser.

### 15. Applicable law and dispute settlement

**French law is exclusively applicable to any dispute relating to the Order, to its interpretation or to its execution. The application of the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna in 1980, is expressly excluded. Any dispute that has not been settled amicably will be referred to the exclusive competence of the Tribunal de commerce of Toulouse, regardless of the presence of multiple defendants.**