

**GENERAL TERMS AND CONDITIONS
RELATING TO THE MANUFACTURE AND SUPPLY OF PRODUCTS AND/OR SERVICES**

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1. DEFINITIONS

1.1 The article headings ("**Articles**") used in these General Terms and Conditions are solely for the purpose of facilitating reading and have no effect on the interpretation Terms and Conditions.

1.2 Unless indicated to the contrary, terms beginning with a capital letter and used in these General Terms and Conditions, in the singular or in the plural, shall take the meaning defined hereunder :

"Aircraft" refers to all of the versions on which the Items is or shall be installed and/or Service shall be provided;

"Confidential Information" refers to any information related to the content of the Order; and all the other information communicated by a Party to the other Party, or those that a Party could have access regarding the negotiation of these General Terms and Conditions and/or the Specific Conditions or during the execution of Orders, whether in or outside of one of the Parties' facilities and/or all information that:

- i. Are held on a tangible support, visible or registered (including but not limited to, the devices, equipment, software, data, processes, definition of Product, plans, patents, utility models, copyrights, domain name, know-how, schemes, logos, technical notes, prototypes, methods, algorithm, all technical documentation, registered designs and others designs and other documents) and that are marked and identified « Confidential » and/or « Exclusive Proprietary » or an words to similar effect ; or
- ii. Are disclosed orally and considered exclusive and/or confidential by their nature and converted after on a tangible support, visible or registered ; or
- iii. Are held on a tangible support, visible or registered or disclosed orally and stated to be Confidential Information by writing within the ten (10) following days, being understood that any information disclosed during this period shall be considered as Confidential;

"Customer" refers to any company, individual, State or body holding a legal title of ownership or legal right of use for the Aircrafts and/or the Items and/or Services;

"Due Delivery Date" refers to the Item and/or Service delivery date as detailed in the Specific Terms and Conditions;

" Force Majeure": refers to events that are compelling, unforeseeable, unavoidable and outside control of any of the Parties, not occasioned by a Party's fault or negligence and that postponed or interrupt the performance of its obligation by one of the Parties;

"General Terms and Conditions" refers to the terms and conditions relating to manufacture, purchase and supply of Item and/or Service;

"Intellectual Property Rights" ("IP Rights") refers to any intellectual and industrial property rights including but not limited to all rights in patents, utility models, semi-conductor topography rights; copyrights, authors' rights, trade marks, brands, domain names, trade secrets, know-how and other rights in information, drawings, logos, plans, database rights, technical notes, prototypes, processes, methods, algorithms, any technical-related documentation, any software, registered designs and other designs, in each case, whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world ;

"Item" means any assembly, subassembly, component, and/or any part thereof (including spare parts, software, tooling as hereinafter defined, any sort of data, or any other goods and associated services),as identified in the Specific Terms and Conditions and in particular as specified in the Specifications.

"Order" refers to all purchase orders placed by the Purchaser under the Terms and Conditions;

"Parties" refers to the Supplier and the Purchaser, and **"Party"** refers to the Supplier or the Purchaser;

"Purchaser" refers to one (1) or more of the following companies : AIRBUS ATLANTIC registered in the RCS (Trade and Industry Register) of La Rochelle under number B778 127 613, and each of the companies directly or indirectly controlled by AIRBUS ATLANTIC within the meaning of article L. 233.3 of the Commercial Code ;

"Replacement" refers to the Item or any element thereof required for the maintenance, repair or replacement of the Item;

"Results" refers to the results of studies, developments and/or services carried out as part of the Order, including, in particular, all of the inventions, all of the software, all of the hardware, all of the information, all of the data and all of the specific know-how, technical or not, produced or obtained by the Supplier during the course of fulfilling the Order and directly associated with it;

"Service" means all assembly, sub-assembly and/or any part of the services and/or associated services, as identified in the Specific Terms and Conditions and in particular in the Specification;

"Specific Terms and Conditions" refers to the terms and conditions that have been negotiated and agreed between the Purchaser and the Supplier and relating to manufacture, purchase and supply of the Item and/or Service; Specific Terms and Conditions include in particular Specifications; these Specific Terms and Conditions are mentioned on the Order;

"Specification" refers to the document defining the Item and/or Service in terms of technical requirements and in particular the functions and performance thereof, supplied by the Purchaser and incorporated into the Order;

"Supplier" refers to the company, individual or body to whom the Order is addressed; the supplier is identified on the Order;

"Terms and Conditions" refers to (i) the Specific Terms and Conditions, (ii) these General Terms and Conditions, (iii) any document that may be attached and/or integrated by reference to Specific Conditions and/or to these General Terms and Conditions, and (iv) all amendment to the documents referred in (i), (ii) and (iii) ;

"Tooling" means all tooling and manufacturing equipment (including all dies, jigs, tools, patterns, moulds, models, ground support equipment, machinery, equipment, software tools and other item including specific Tooling), required by the Supplier for the execution of Orders (including the development, testing, manufacture and Support of the Item and/or Service).

2. PURPOSE

The Parties agree that these General Terms and Conditions, to which the Specific Terms and Conditions shall be added, define the conditions under which the Supplier shall manufacture, supply and support the Items and/or provide the Service.

3. ORDERS AND ACCEPTING ORDERS

3.1 Regardless of its format, an Order is deemed to have been accepted without reservation by the Supplier, at the latest fifteen (15) calendar days after it has been sent. In the event that the Supplier has already started to work on the Order, including in cases where receipt thereof has not been acknowledged, the Order shall be deemed to have been accepted without reservation.

3.2 The Supplier shall, upon acceptance of the Order, execute the necessary tasks as pre-production activities.

3.3 The Supplier shall manufacture, procure and provide support regarding the Items and/or perform the Service strictly according to the Terms and Conditions and the associated Order.

4. PRECEDENCE

In the event of any conflict between the following documents, the order of precedence between them shall be as follows: (i) Specific Terms and Conditions, (ii) these General Terms and Conditions and (iii) any other document incorporated by reference.

5. AUDIT AND INSPECTION

5.1 The Purchaser shall be entitled, through its internal or external auditors, to audit the Supplier's performance of its obligations under the Terms and Conditions. It includes to inspect all materials and parts obtained by the Supplier for the manufacture of the Item and means implemented in order to ensure its compliance with all applicable law in particular, but not limited, with anti-corruption laws and regulations as per Article 9.3 "Anti-corruption" and Personal data protection laws and regulations as per Article 9.2 "Data protection".

5.2 The audit and inspection shall take place at any time at the Supplier's premises and at the facilities of any of its service providers, and/or sub-contractors, and internal or external auditors shall be granted all necessary access to the Supplier's facilities and to those of its suppliers and/or subcontractors involved in the

performance of the Supplier's obligations under the Terms and Conditions, including in the manufacture of the Item and/or the delivery of the Service.

5.3 The audit and inspection shall be carried out under the following conditions:

- a) Each audit and inspection shall be made according to a procedure agreed upon by the Parties; and,
- b) The Purchaser shall have access to such relevant technical data as is reasonably necessary for the purpose of the audit and inspection.
- c) In the event of an audit or inspection under this Article 5 "AUDIT AND INSPECTION", the Supplier undertakes to assist and fully cooperate with the internal and external auditors of the Purchaser.

5.4 Each Party shall bear its own internal and external costs in relation to any audit, except if the results of the audit identify any breach by the Supplier of its obligations under the Terms and Conditions, in which case the Purchaser reserves the right to charge the Supplier with administrative, handling or other costs incurred and time spent by the Purchaser in carrying out any such audit or inspection.

6. PACKAGING

6.1 The Items shall be delivered with packaging and a transport method suited to their nature. The Supplier shall be responsible for all damages resulting from the use of an unsuitable or inappropriate packaging or transport method.

6.2 Items shall be delivered together with the documentation necessary for their use, storage and maintenance.

7. DELIVERY

7.1 Unless otherwise provided for in the Specific Terms and Conditions, deliveries shall be made in accordance with INCOTERM 2020 DAP to the Purchaser's site.

7.2 Deliveries shall be made in accordance with the requirements set out in the General Terms and Conditions and/or the Specific Terms and Conditions, and in particular in accordance with the delivery deadlines, it being agreed that these deadlines are essential and constitute a substantial element of the Order.

7.3 No Item can be delivered and/or no Service can be provided ahead of time without the prior Terms and Conditions of the Parties.

7.4 No Item can be delivered and/or no Service can be provided late without incurring penalties without the prior Terms and Conditions of the Parties.

7.5 Transfer of risk and title of the Item and/or Services shall pass to the Purchaser at the effective delivery date of Item and/or Service.

8. ACCEPTANCE OF ITEMS AND/OR SERVICE

8.1 Acceptance of the Item and/or Services shall not be conclusive of the absence of latent defect and shall be without prejudice to the rights of the Purchaser, under the Terms and Conditions and/or at law.

8.2 In the event of any non-compliance of the Item and/or Service with the requirements of the Terms and Conditions and/or at law, the Purchaser may refuse that Item and/or Service and, at its discretion :

- a) return the Item at Supplier's expense. In such a case, and immediately upon notification by the Purchaser of such rejection, the Supplier shall make every effort to immediately expedite the delivery of a replacement for the rejected Item; or
- b) rectify the rejected Item and/or Service, at the Supplier's expense; or
- c) require the Supplier to rectify and/or replace the Item and/or Service at the site at which the Item and/or the Service is held, at the Supplier's expense;

and shall not pay for such rejected Item and/or Service

In case of rejection of an Item, the risk and title to the rejected Item, shall pass back to the Supplier upon the notification of rejection of the Item by the Purchaser.

8.3 The Purchaser reserves the right to charge the Supplier with administrative, handling or other costs incurred and time spent by the Purchaser in carrying out any inspections or acceptance in circumstances where the Purchaser subsequently rejects an Item and/or Service.

9. COMPLIANCE WITH APPLICABLE REGULATIONS

9.1 General

9.1.1 The Supplier shall ensure its compliance and the compliance of each Item, Service and deliverable with all applicable law, including those dealing with:

- a) Labour and social standards as detailed in Article 9.4 « Labour law »,
- b) International's labour and social standards, as detailed in Annex A "CORPORATE SOCIAL RESPONSIBILITY",
- c) Environmental standards and laws as detailed in Article 9.5 « Environmental, health and safety »; and
- d) Data protection as detailed in Article 9.2 « Data protection » ; and
- e) International anti-corruption laws as detailed in Article 9.3 « Anti-corruption », and
- f) The requirements of the relevant aviation authorities ;

including any evolution thereof, occurring during the term of the Terms and Conditions and/or the Order.

9.1.2 The Supplier shall inform with no delay the Purchaser of any violation of applicable law related to the conclusion and/or the execution of the Terms and Conditions and/or the Orders, by itself or any of its subsidiaries, affiliates, management, employees, representative or any person or company that might be involved in the execution of the Terms and Conditions and/or the Orders.

9.2 Data Protection

9.2.1 In the event and to the extent that personal data is collected from the Purchaser and processed or used by the Supplier during and for the performance of these Terms and Conditions and/or relevant Order, the Supplier shall at all times comply with the General data protection regulation, as well as all applicable national personal data protection laws and regulations (together referred to as "Data protection laws and regulations") in force during the term of these Terms and Conditions. The Parties mutually agree to enter into negotiations to determine appropriate measures to ensure compliance of the aforementioned laws when needed.

The Supplier shall ensure that the obligations contained in this Article 9.2 "Data Protection" are included in all contracts which are entered into with its subcontractors in accordance with the provisions of Article 13 "SUB-CONTRACTING" of these General Terms and Conditions.

9.2.2 The Supplier shall cooperate fully with the Purchaser in connection with matters referred to in this Article 9.2 "Data Protection" including, without limitation, with respect to provision of information as the Purchaser may require from time-to-time relating to it and/or each Item and/or part thereof and/or Service provided.

9.3 Anti-corruption

9.3.1 The Supplier, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of these Terms and Conditions shall comply with all governmental statutes, laws, rules and regulations, including but not limited to all local and international anti-corruption laws applicable to the performance of its obligations and activities under these Terms and Conditions.

9.3.2 Accordingly, in the performance of the Terms and Conditions and/or the Orders, the Supplier shall refrain from:

- a) offering, promising, arranging for or paying, either directly or indirectly, anything of value (including but not limited to monies, gifts and entertainment and special favours) to any individuals, including public officials, for the purpose of improperly inducing that individual to perform or fail to perform his/her official duties, or to assist the Supplier or Purchaser in obtaining business, retaining business or securing any improper advantage;
- b) offering or paying unofficial payments to public officials to speed up or obtain routine governmental actions (including but not limited to obtaining permits, licences, or other official documents; processing governmental papers, such as visas and work orders; providing police protection, mail pick-up and delivery, or scheduling inspections associated with contract performance or transit of goods across country);
- c) seeking, accepting, or paying for any confidential, non-public information regarding competitors, tenders and technical specifications, bids and bid prices.

9.3.3 The Supplier shall ensure that the foregoing provisions are included in all contracts to be entered into with its subcontractors according Article 13 "Sub-contracting" of these General Terms and Conditions.

9.3.4 The Supplier shall give notice immediately to the Purchaser of any investigation or legal proceeding initiated against the Purchaser by any public authority relating to an alleged violation of applicable law with respect to the execution and/or the performance of these Terms and Conditions by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in the performance of these Terms and Conditions and/or Orders.

9.3.5 On request from the Purchaser, the Supplier shall demonstrate the means implemented in order to ensure its compliance with anti-corruption laws and regulations, and the Purchaser reserves the right to audit the Supplier in accordance with Article 5 "Audit and inspection" in order to check the compliance of the Supplier to the applicable anti-corruption laws and regulations.

9.3.6 If the Supplier does not comply with its obligations under this Article 9.3 "Anti-corruption", Purchaser then reserves the right to terminate these Terms and Conditions pursuant to Article 23.1 "Termination for supplier's default".

9.4 Labour Law requirements:

The Supplier shall ensure its compliance and the compliance of each Item and/or Service with all applicable law, including those dealing with labour, employment and notably, whenever any work is performed in whole or in part in France, the Supplier commits to provide the Purchaser or its agent with all the documents, certificates and permits legally required to comply with the French labour code provisions relating to the fight against illegal work, the vigilance obligation and the declarations required from French companies and from companies not located in France who post their employees to work in France. The annex containing French Labour Law requirements is available to the Supplier upon request.

9.5 Environmental, health and safety requirements

9.5.1 Environmental requirements

The Supplier shall comply with all environmental applicable law and regulations, including but not limited to:

- (a) The European regulation (EC) n° 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals (REACH)
- (b) The European directive, EURATOM 96/29, laying down basic safety standards against the effects of ionising radiation and/or other similar principles, each as enacted into national legislation (RA laws and regulations)
- (c) The European directive concerning the restriction of hazardous substances (ROHS), as enacted into national legislation
- (d) The European regulation (EC) No. 1005/2009 concerning ozone depleting substances (ODS).
- (e) US Toxic substance control act (1976) 15 U.S.C §2601 et seq. (and as amended by the Frank A. Lautenberg chemical safety for the 21st Century Act)
- (f) Chinese administrative measures for restricting the use of hazardous substances in electrical and electronic products order No. 32.

In such respect, the Supplier shall perform Services and/or deliver Items to the Purchaser which do not contain any substances banned under applicable law or regulations, as such laws and regulations may be modified from time to time.

9.5.2 Dangerous material and goods

The Supplier shall be compliant with environmental requirements related to its activities, all regulations related to the transport of dangerous goods and in particular with all its own specific authorizations to exploit.

9.5.3 The Supplier shall be compliant with all laws, regulations, applicable standards related to health and safety.

The Supplier shall take all necessary actions as norms, procedures, emergency measures and management system in order to prevent occupational disease and accident related to work, and establish a safe and work place for its employees.

9.6. Conflict of interest

Suppliers are expected to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. Suppliers are expected to provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of Airbus group and/or AIRBUS ATLANTIC and personal interests or those of close relatives, friends or associates.

10. CHECKS AND QUALITY ASSURANCE

10.1 The Supplier shall be responsible to check and certify the conformity of the manufacture, the procurement and the support related to Item and/or Service in accordance with the Conditions and Specifications. The Supplier shall apply its own control mark on all necessary documentation for which it is liable.

10.2 The Supplier shall not be released from its obligations and responsibilities by any qualification and/or monitoring that the Purchaser, Customer or public authorities may carry out.

10.3 The Supplier is responsible for transmitting copies of regulatory certificates (EASA, FAA...) and/or endorsement certificates. It is also responsible for transmitting the originals of those accompanying documents required as part of the Order with the delivered Item.

10.4 The Supplier shall inform by writing the Purchaser of any difficulty regarding the respect of quality regulations defined in the Order. The Purchaser and/or its internal or external auditors shall be entitled to perform inspection, audit or review at the Supplier's facilities and to those of its suppliers and/or subcontractors involved in the manufacture of the Item and/or the performance of the Service.

11. SUPPLIER ASSOCIATED OBLIGATIONS

11.1 The Supplier shall use all necessary means and resources for the proper performance of its obligations under the Terms and Conditions and/or the relevant Order, and in particular obtaining licences from third parties, supervisory and engineering departments, supplying the labour, materials, tools, means of transport, storage and training.

11.2 The Supplier shall keep all of the documentation relating to the Items and/or Services (particularly documentation on Tooling, design, manufacture and Support) for the life cycle of the Terms and Conditions and/or the Order in question and in any case for a period that, under no circumstances, can be less than the statutory period. Moreover, this documentation shall be made available to the Purchaser upon request by this latter and, in any case, upon expiry or termination of the Terms and Conditions and/or the Orders in question.

11.3 Furthermore, the Supplier agrees that any changes to the requirements of the Purchaser shall not give rise to additional indemnities or payments.

11.4 In the event that the Purchaser has worked with the Supplier, or has supplied instructions or advice aimed at helping it to carry out the tasks defined in the Specific Terms and Conditions and/or the Orders, the Supplier alone shall remain responsible for carrying out these tasks.

12. PERSONNEL

The Supplier shall ensure that members of its personnel have the qualifications, skills, knowledge and experience necessary for the proper performance of the Orders.

13. SUB-CONTRACTING

The Supplier shall not subcontract all or substantially all of its obligations unless otherwise agreed in writing by the Purchaser. In any case, the Supplier shall be responsible for its subcontractors' compliance with all provisions of the Terms and Conditions that are relevant to the subcontracted work and the Supplier shall remain fully liable to the Purchaser for the proper performance of such provisions as if no such sub-contract had been entered into.

14. EXPORT REGULATIONS

14.1 The Item/ commodity(ies) or Service(s) or part of them may be subject to export laws and regulations, including but not limited to the French, European and U.S. export control laws and regulations (hereafter referred to as "Export regulations"). The Parties acknowledge that diversion contrary to such export regulations is prohibited.

14.2 The Supplier shall be responsible to obtain, in a timely manner and at no cost to the Purchaser, all relevant official licences and authorizations required for the export and the delivery of the Item/commodity(ies) or service(s) as foreseen in the Terms and Conditions or the Order.

14.3 The Supplier will clearly indicate on all delivery notes and invoices the appropriate export control classification number in compliance with the applicable Export Regulation.

14.4 Notwithstanding any other provision of the Terms and Conditions or the Order, the Supplier shall be liable for all damages, losses and liabilities incurred by the purchaser as the result of Supplier's non compliance with its obligations under these provisions.

15. FORCE MAJEURE

15.1 The Purchaser and the Supplier agree that a Force Majeure event shall suspend all obligations subject to said Force Majeure event with effect from the declaration and proof of said Force Majeure event from the Party that is subject to it. To do this, the Party affected by the Force Majeure event shall notify the other Party immediately of the impediment, the probable date on which work on the Order shall resume, and keep the other Party regularly informed of the evolution of the situation and measures taken to remedy it.

15.2 As soon as the effects of the impediment caused by the Force Majeure event have ceased, and subject to the following provisions, the Party affected by the Force Majeure event shall inform the other Party immediately and the obligations that had been suspended shall be carried out for the remainder of the Order period.

15.3 If the Force Majeure event should continue for more than three (3) months, the Purchaser may terminate without delay, and without being held liable for any reason whatsoever, the Terms and Conditions and/or the on-going Orders (in full or in part) by sending written notice to the Supplier.

16. PENALTIES

16.1 Unless a Force Majeure event has been established, late delivery shall lead, by right and with no further formalities, to the application of penalties, which shall be calculated at a rate, unless specified otherwise in the Specific Terms and Conditions, of 1% of the Item and/or Service amount per calendar day commencing on the Day following the due delivery date.

16.2 Unless a Force Majeure event has been established, any non-conformity of an Item and/or Service regarding the Conditions, and/or the Order and/or Specifications shall lead, by right and with no further formalities, to the application of the following penalties:

- Technical and/or administrative anomaly detected upon reception and/or in the workshop by the Purchaser or its customers (NC): 500€
- Inventory differential (if responsible for procurement): the value of the inventory differential

16.3 The penalties defined at Articles hereinabove are not in full discharge or exclusive of any other remedy, the Purchaser reserving the right to terminate all or part of the Orders in question and/or request from the Supplier, in addition to penalties, payment for all other damage that may be a direct or indirect consequence of the late delivery or non-conformity. The Purchaser also reserves the right to deduct these penalties from its payments, to which the Supplier expressly agrees.

17. WARRANTIES

17.1 The Supplier warrants that the manufacture, supply and support of the Item and/or Services:

- conforms to the Terms and Conditions and associated Orders;
- conforms to the state of the art and technology;
- conforms to the results expected by the Purchaser and is suitable for the use that is to be made of it;
- is free from defects (including in design, selection of materials, manufacture, manpower and matter).

17.2 Without prejudice to any Specific Terms and Conditions that may have been agreed by the Parties, the Supplier shall, as part of the commercial guarantee that it provides for the manufacture, supply and support of the Items and/or Services, replace or correct, as selected by the Purchaser, all or part of the defective Items without delay and at no cost to the Purchaser. This commercial guarantee is granted for a period of forty-eight (48) months with effect from delivery.

17.3 The commercial guarantee defined herein is not exclusive of the statutory guarantees from which the Purchaser benefits, and in particular the guarantee against hidden defects.

18. PRICE AND PAYMENT

18.1 Item and/or Service prices are defined in the Orders.

18.2 Prices are fixed and firm.

18.3 Any change to delivery dates due to changes in Aircraft production rates and/or to the needs of the Purchaser shall not be grounds for a price increase

18.4 Prices are given exclusive of VAT.

18.5 Prices include all other duties, taxes or levies of any kind, due, established, payable or collected, directly or indirectly, for or as part of the manufacture, assembly, performance, sale or delivery of the Items, Services, instructions and data delivered or supplied under the Order, and for which the Supplier is liable.

19. INVOICING

19.1 The invoice shall be drawn up at time of Item and/or Service delivery and addressed to AIRBUS ATLANTIC, Postfach 286241, 28362 BREMEN, GERMANY. Each invoice shall carry the following information: the name, reference (P/N) and quantity of Items delivered and/or Service provided, unit Price, currency, name and the VAT identifier of AIRBUS ATLANTIC s Headquarters, name and address of the Supplier, delivery note reference, all Specific Terms and Conditions and discount reference if applicable.

19.2 Invoices related to each delivery shall be issued in three (3) copies (one attached to the Items and/or Services, one for the Purchaser and one for the Supplier).

19.3 Any invoice not containing the information listed in this Article, will be returned to the Supplier and will only become effective at the date on which the Purchaser will receive an invoice with all information mentioned above.

20. PAYMENT

20.1 Payments shall be made by electronic bank transfer to the Supplier's bank account, as notified to the Purchaser pursuant to the terms of the relevant Order, provided that the invoice received from the Supplier is valid, accurate and due.

20.2 The Purchaser will make payments only for those Items and/or Services which have been delivered and/or provided in accordance with the terms of the Order.

20.3 Payments with respect to the Items shall be made thirty (30) days from the end of the month in which the invoice is issued, paid the tenth (10th) day of the next calendar month (30EOM10). Should the payment day be a Saturday, Sunday or a bank holiday then the payment shall be made the following business day

20.4 If any amount due to the Supplier remains unpaid after the date on which it is payable (the "Due Date") the Supplier shall be entitled to charge interest on such sum from the Due Date until the actual date of payment of such a sum at a rate of three times the legal interest rate ("taux d'interet legal") in force at the time when the payment should have been made

20.5 In the event of a dispute between the Parties, the Purchaser shall be entitled to withhold the payment of any disputed element of the invoice until resolution of such dispute.

21. LIABILITY

The Supplier shall be liable to the Purchaser for all costs, losses, damages and liabilities, expenses, penalties and all losses that may be incurred by the Purchaser as a consequence of the failure by the Supplier to comply with all or part of its obligations, including but not limited to:

- costs and expenses incidental thereto such as legal fees or claims to be paid by the Purchaser to its Customers;
- any amount to be paid to another supplier as the consequence of the disturbance of the development or production activities;
- any loss of profit of any of the Purchaser or any of its Affiliates suffer as a consequence of the termination of these Terms and Conditions.
- Any amount to be paid by the Purchaser in order to remedy the failure of the Supplier and all costs associated to a relocation of any activities, manufacturing or support of Items and/or Service

22. INSURANCE

22.1 Without prejudice to its liabilities and obligations, the Supplier shall subscribe and maintain, at its own cost and with insurers of recognised reputation and security, the insurance policies needed for the coverage of its liabilities set forth above, for amounts satisfactory to the Purchaser, and furnish annually to the Purchaser the corresponding insurance certificates.

22.2 The Supplier shall effect and maintain general third party liability insurance for any activities performed within Purchaser's facility or within the facilities mentioned in the Order for an amount satisfactory to the Purchaser, but in any event not less than fifteen million Euros (EUR 15,000,000) (or the equivalent) per occurrence for property damages.

22.3 The Supplier shall effect and maintain property on care or custody insurance for all goods placed at the Supplier's disposal for the performance of these Terms and Conditions. The limit of coverage of such insurance shall not be less than three hundred thousand Euros (EUR 300,000) (or the equivalent) per occurrence.

23. TERMINATION

23.1 Termination for Supplier default

23.1.1 In the event the Supplier breaches or fails to comply with one (1) or more of its obligations herein, the Purchaser may give the Supplier written notice of such breach or non-compliance at any time thereafter. The Supplier shall remedy such breach or non-compliance within twenty-eight (28) Days from the date of such notice.

23.1.2 In the event that:

- (a) the Supplier does not remedy the breach or non-compliance within the said twenty-eight (28) Days; or
- (b) the breach is not capable of remedy; or
- (c) frequent non excusable delays occur, without regard to the duration of such non excusable delays or to the fact that these non-excusable delays have been remedied

the Purchaser shall, without incurring any liability whatsoever, have the right to immediately terminate all or part of the Terms and Conditions and/or the Order by giving written notice of termination to the Supplier to that effect, without prejudice to the Purchaser's rights to claim damages and/or any other remedies which the Purchaser may have at law and/or under the Terms and Conditions and/or the Order.

23.2 Termination without Supplier default

In the event of cessation of the Purchaser's manufacturing activities with respect to any of the Aircraft program (including without limitation in the event of insufficient orders from Customers and/or termination or cancellation of any Customer's orders or contracts in progress), the Purchaser may reschedule with immediate effect any Order at no additional cost to the Purchaser, or the Purchaser may terminate all or part of the Terms and Conditions and/or Order by giving a three (3) months prior written notice of termination to the Supplier, without incurring any liability whatsoever.

23.3 Termination Procedure

23.3.1 Any notice of termination of all or part of the Terms and Conditions and/or Order shall specify the effective date of termination.

As of such effective termination date, the Supplier shall:

- (a) send immediately to the Purchaser, accompanied with evidence in documentary form, a status report regarding notably: (i) the Items totally completed in stock at the Supplier's premises, and (ii) the Items partially completed and their status of completion, (iii) the stocks of raw material, parts, equipment purchased from third parties by the Supplier for the purpose of performing the Orders so terminated, and (iv) the Tooling used by the Supplier for the purpose of performing the Orders;
- (b) cease forthwith all manufacturing activities relating to the Terms and Conditions and/or the related Orders so terminated, in its facilities and in the facilities of its own suppliers and/or sub-contractors;
- (c) terminate or transfer (as specified by the Purchaser) all sub-contracts and/or supply Terms and Conditions and/or other Terms and Conditions entered into by the Supplier with any third party for the purpose of or in connection with these Terms and Conditions and/or related Orders; and
- (d) return or destroy, at the Purchaser's discretion, all data used by the Supplier for the performance of the Terms and Conditions and/or any Order, including but not limited to documentation, Confidential Information and/or any information on any medium.

23.3.2 As of such effective date of termination and in addition to and without prejudice to any other rights the Purchaser may have at law and/or under the Terms and Conditions, the Purchaser shall be entitled:

- (a) to request from the Supplier the delivery of, and the transfer of the title to any Items, whether totally or partially manufactured, at the sole risk and expense of the Supplier, in the manner and according to the Terms and Conditions directed by the Purchaser;
- (b) to accept all or part of the Item(s) which are either partially or totally completed at the time of termination; in such event, the Purchaser shall pay for totally completed Items delivered to and accepted by the

- Purchaser at the price set out in the Specific Conditions; and pay for partially completed Items delivered to and accepted by the Purchaser at a price to be agreed upon between the Parties;
- (c) to offset any invoice in respect of totally or partially completed Items requested by the Purchaser against any sums due from the Supplier, or against the amount of damages corresponding to all damages caused to the Purchaser as a result of the termination;
 - (d) to transfer all stocks already paid for by the Purchaser, including but not limited to raw material, parts, equipment purchased from third parties by the Supplier for the purpose of performing the relevant Order(s) so terminated and of any Tooling to the Purchaser or to any third party designated by the Purchaser without any disruption to the Aircraft programme requirements and within a reasonable time period specified by the Purchaser. The transfer shall be: (i) at no cost to the Purchaser or to such third party in the event of Supplier's default or, (ii) on fair and reasonable terms to be agreed upon by the Parties in the event of termination for Purchaser default or termination without Supplier default;
 - (e) to purchase, at fair and reasonable prices, Tooling and/or stocks (not already paid for by the Purchaser) including but not limited to raw material, parts and equipment purchased from third parties by the Supplier for the purpose of performing the relevant Orders so terminated; and
 - (f) in the event of termination for Supplier's default, to be reimbursed by the Supplier for all costs, expenses, losses and damages incurred by the Purchaser to remedy the Supplier's default and all costs incurred by the Purchaser in re-sourcing the manufacturing of or support activities for the Items.

23.4 In the cases defined in Articles 23.1 « Termination for Supplier default » and 23.2 « Termination without Supplier Default » the Purchaser shall not reimburse the Supplier the portion of any non-recurring costs and/or the financial contribution to the corresponding Aircraft programme, which were not recovered through amortisation. In no event shall the Supplier receive, pursuant to this Article an amount higher than the amount that would have been payable in case of full performance of the Orders.

24. SURVIVAL

All Articles herein which by their nature should survive the expiry or termination of the Terms and Conditions shall remain in force after such expiry or termination, including, but not limited to Articles 17 "*Warranties*", 21 "*Liability*", 22 "*Insurance*", 25 "*Intellectual Property Rights*", 26 "*Confidentiality and Publicity*", 28 "*Applicable law and dispute resolution*".

25. INTELLECTUAL PROPERTY

25.1 The Purchaser shall upon its creation be the sole owner of, and shall have full title to results and the Supplier shall take all necessary measures so that the Purchaser is entitled to benefit its intellectual property rights and to affix to all documents or other information formats constituting or including the results those markings that shall be specified by the Purchaser, excluding any of its own markings.

25.2 In order to allow the Purchaser to enjoy its right to use the results, the Supplier shall in particular provide the Purchaser, within the deadlines set out in the Orders, or, alternatively, at the Purchaser's request and at the latest upon expiry of the Order, all elements constituting the results, including, in particular, software source codes, the data necessary for the manufacture and use of the elements that have been delivered, all related documentation and all of the sets and plans that have been developed or obtained by the Supplier during the course of completing the Order.

25.3 The price of transferring these intellectual property rights is included in the price that has been agreed with the Purchaser for Item manufacture and or Service performance, supply and/or support.

25.4 In the event that the studies, developments, services and/or Items produced or Service performed by the Supplier for the Orders contribute to the development and/or creation of any element that is liable to benefit from copyright protection, and in particular computer programs and/or databases, the Supplier shall transfer all of the property rights in said elements to the Purchaser at the time of their creation.

25.5 To be transferred in particular under the Order are the rights to use said elements, to reproduce them or to have them reproduced, permanently or temporarily, to modify, translate, present to third parties and to place them on the market. These rights are assigned for all countries around the world, for all types of use and for all formats and/or means of communication, reproduction and use.

25.6 In the event that the results or the elements of know-how included in the results are liable to be the subject of a filing with national or local patent offices, with specialist agencies or judicial officers in order to obtain or register an exclusive right, the Purchaser alone can make such filing in its own name and at its own expense and the Supplier shall take all necessary measures so that the Purchaser can make such filings and obtain the related title and/or intellectual property rights and in particular supply it with any necessary document and signature.

25.7 The Supplier guarantees the Purchaser against any third party claims on issues of industrial, literary or artistic property for the elements that it uses or delivers and shall take charge of all costs, including lawyer fees and financial awards, that the Purchaser may incur. Further, the Supplier shall, at its own expense, either obtain for the Purchaser the right to continue to use the elements delivered or replace or modify the elements delivered so that they no longer represent an infringement, at the same time assuring the functions that were initially provided for in the Order or, if this should be difficult to achieve, to take back all of the elements that have been delivered and replace them with equivalent elements approved by the Purchaser, all of this without prejudice to compensation for the Purchaser. Furthermore, the Supplier declares that any delivery to the Purchaser shall be deemed to exhaust its intellectual property rights and, consequently, it expressly waives any intention to bring a claim for infringement against the Purchaser, its intermediaries and its Customers for the possession, use, repair, import and/or trading of any one of the elements that the Supplier has delivered to the Purchaser as part of the Orders. These infringement warranties and the obligations that arise therefrom shall continue to have effect for as long as any one of the elements delivered remains in use by the Purchaser.

26. CONFIDENTIALITY AND PUBLICITY

26.1 The Supplier shall keep confidential, during the lifecycle of the Orders and/or the Terms and Conditions and for ten (10) years following expiry and/or termination thereof, the information of any kind whatsoever and in any format whatsoever that has been accessible to it by the Purchaser during the course of pre-contract negotiations and during the course of preparing the Orders.

26.2 The Supplier warrants that its employees shall comply with the confidential character of said confidential information.

26.3 The confidentiality obligation shall remain for as long as:

- the information is not in the public domain;
- the Purchaser has not given its prior written Terms and Conditions to disclosure.

26.4 The confidentiality obligation shall not apply to information:

- That is known to the general public at the time that the Purchaser makes it available to the Supplier;
- Of which the Supplier is legitimately aware before the Purchaser makes it available to it, on condition that the Supplier can supply evidence in the form of written documents carrying a definite date;
- That has been legitimately communicated to the Supplier by a third party.

26.5 Under no circumstances and in no way whatsoever can the Orders give rise to direct or indirect publicity without the written permission of the Purchaser. The Supplier shall display the Items and/or the Orders only with the prior written permission of the Purchaser.

27. ASSIGNMENT

The Terms and Conditions have been agreed *intuitu personae* with the Supplier, and the rights and/or obligations and/or benefits and/or remedies defined in the Terms and Conditions may not be assign or transfer, for all or part, to any other third party by the Supplier without the prior written consent of the Purchaser.

28. APPLICABLE LAW AND DISPUTE RESOLUTION

28.1 Applicable law

The Terms and Conditions and/or Orders shall be governed and construed and shall take effect in accordance with French law, excluding the application of 1980 « United Nations Convention Contracts for the International Sales of Goods ».

28.2 Amicable Resolution

In the event of any dispute, controversy or claim (a “*Dispute*”), arising out of or in connection with the Terms and Conditions and/or an Order including any question regarding its existence, validity or termination between the Parties, the latter agree to have high-level representatives of each of the Parties meet to resolve their dispute amicably within a period of three (3) months, and for that purpose, the Parties shall commence discussions within one (1) month, following a written request sent by either Party. Receipt of notification of a request to negotiate from either Party by registered letter with acknowledgment of receipt (“*Notification*”) shall determine the commencement of the negotiation.

If such negotiations do not take place within a period of one (1) month following the Notification, or the Parties fail to resolve such Dispute by negotiations within a period of 3 (three) months following the Notification, the Parties may opt to (i) either settle the Dispute in accordance with ICC Mediation Rules, or (ii) directly file for arbitration under the ICC Arbitration Rules.

28.3 Mediation - Arbitration

28.3.1 In the event the Parties opt to attempt to settle the Dispute by way of mediation under the ICC Mediation Rules, the place of mediation shall be Paris (France), and the language to be used in the mediation shall be English. In no event shall amicable negotiation and mediation together last more than 5 (five) months, unless otherwise agreed in writing by the Parties.

28.3.2 In the event the Parties do not opt to attempt to settle the Dispute by mediation, the Parties may directly file for arbitration and the Dispute shall be finally settled under the ICC Arbitration Rules. The number of arbitrators shall be one or more appointed in accordance with said Rules. The place of arbitration shall be Paris (France). The language of the proceedings shall be English. Any question as to the validity or interpretation of this Article shall be governed by and construed in accordance with the law of France.

28.3.3 Without prejudice to any mandatory provision of the law applicable to the Terms and Conditions and/or Orders, the Parties shall treat as confidential and shall not disclose to a third party without the prior written consent of the respective other Party any element relating to the arbitration (including its existence).

28.3.4 Each Party hereby consents, pursuant to Article 10 of the ICC Arbitration Rules, to the consolidation of any and all arbitrations initiated pursuant to this dispute resolution clause contained in the Terms and Conditions and/or any Order.

28.3.5 Before and during a proceeding for mediation or arbitration, the Parties may apply to any competent judicial authority for interim or conservatory measures. Any such application shall not be deemed to be an infringement or a waiver of these conflict management procedures.

28.4 Any application to a competent judicial authority shall be excluded unless pursuant the ICC Arbitration Rules for conservatory measures.

29. AMENDMENTS

The Terms and Conditions shall not be amended except by specific Terms and Conditions in writing signed by the duly authorised representatives of the Parties

30. INDEPENDENT CONTRACTORS

Neither Party shall have the right to contract or in any other way to enter into commitments on behalf of or in the name of the other and shall not by course of conduct or otherwise hold itself out to third parties as having such authority. The relationship of the Parties under the Terms and Conditions shall be that of independent contractors.

31. ENTIRE TERMS AND CONDITIONS

31.1 The Terms and Conditions supersede all previous understandings between the Parties whether oral or written, with respect to the purpose of the General Terms and Conditions, Specific Terms and Conditions and/or any relevant Order.

31.2 Subject to the provisions of Article 4 "*Precedence*", the General Terms and Conditions, Specific Terms and Conditions, any relevant Order, and/or any other document incorporated by reference herein shall be considered as one (1) and the same document to form the complete contract between the Purchaser and the Supplier with respect to the Item to be supplied and/or the Service to be provided under the relevant Order.

32. NOTICES

32.1 Unless otherwise agreed by the Parties, all communications between the Purchaser and the Supplier under the Terms and Conditions and/or Orders shall be made in writing and sent by standard or recorded delivery, telexcopy or courier.

32.2 Notices shall be sent in a suitable manner to the names and addresses set out in the Specific Terms and Conditions.

32.2.1 The date of delivery of any such notice or communication shall be the date of despatch, if delivered by hand, messenger service, electronic mail or fax, or three (3) Days after mailing, if delivered by post.

33. WAIVER

Failure or delay at any time of the Purchaser to enforce any provision of the Terms and Conditions or any part thereof shall not constitute a waiver of such provision or affect the validity of the Terms and Conditions or any part thereof, nor shall it prejudice the rights of the Purchaser to enforce such provision at a subsequent time.

34. SEVERABILITY

34.1 Any provision of the Terms and Conditions prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from these Terms and Conditions and rendered ineffective in so far as is possible without modifying the remaining provisions and/or Orders.

34.2 However, where the provisions of any new applicable law may be waived, they are hereby waived by the Parties hereto to the fullest extent permitted by such law, with the result that the provisions of the Terms and Conditions shall be valid and binding and enforceable in accordance with its terms.

34.3 The Parties hereto agree to replace, as far as is 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 severed provision, but which is not prohibited, unlawful or unenforceable.

34.4 The invalidity in whole or in part of any provisions of these Terms and Conditions shall not void or affect the validity of any other provision herein.

35. LANGUAGE

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

ANNEX A

Airbus group recognises that responsibility and sustainability are key to its long term success. As a signatory to the United Nations Global Compact, Airbus group is committed to promoting its core values in respect of human rights, labour, environmental and anti-corruption practices. Airbus is determined to ensure the highest standards of responsibility and sustainability throughout its operations including its supply chain. AIRBUS ATLANTIC therefore expects its suppliers to meet the standards and requirements set out in this Annex.

These values and practices are in line with international recognized standards as laid out in charters, declarations and guidelines, including the OECD Convention on combating bribery of foreign public officials in international business transactions, the OECD Guidelines for Multinational Companies, the Universal Declaration of Human Rights, the International Labour Organization's Declaration on Fundamental Principles and Rights at Work and the commitments taken by Airbus group concerning corporate responsibility.

AIRBUS ATLANTIC being 100% owned subsidiary of Airbus requests the Supplier to respect these values and principles.

In particular, the Supplier in the frame of this General Terms and Conditions commits to respect (and to request to its own sub-contractors or any person under its control to also respect), any relevant national, European or international rules, including but not limited to (hereafter "**Rules**"):

1 Compliance with Laws

Suppliers shall comply with all applicable laws and regulations of the countries in which operations are managed or services provided, including, but not limited to:

- The Universal Declaration of Human Rights
- The OECD Convention on combating bribery of foreign public officials in international business transactions
- the OECD Guidelines for Multinational Companies
- The International Labour Organization's Declaration on Fundamental Principles and Rights
- The ILO N° 182 Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, 1999
- The ILO N°29 Convention concerning Forced or Compulsory Labour, 1930 and The ILO N°105 Convention concerning the Abolition of Forced Labour, 1957
- The ILO Convention N° 111 concerning Discrimination in Respect of Employment and Occupation, 1958
- The ILO Convention N° 100 concerning Equal Remuneration for Men and Women Workers for Work of Equal Value, 1951
- The ILO Convention N° 87 concerning Freedom of Association and Protection of the Right to organise, 1948
- And any European and International texts regulating Environmental issues relevant to the purpose of the MSA.

2 Human Rights

Suppliers are expected to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture, in accordance with the relevant International Labour Organisation (ILO) conventions.

2.1 Child Labour

Suppliers must ensure that illegal child labour is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed provided the legal age is consistent with the minimum working ages defined by the International Labour Organisation (ILO).

2.2 Human Trafficking, including Forced or Indentured Labour

Suppliers must adhere to regulations prohibiting human trafficking, and comply with all applicable local laws in the country or countries in which they operate. Suppliers must refrain from violating the rights of others and address any adverse human rights impacts of their operations.

3 Employment Practices

3.1 Harassment

Suppliers are expected to ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

3.2 Non-discrimination

Suppliers are expected to provide equal employment opportunity to employees and applicants for employment without discrimination.

3.3 Wage and Benefits

Suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. Deduction from wages as a disciplinary measure should not be permitted.

3.4 Social Dialogue

Suppliers are expected to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. Suppliers are also expected to recognise and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

4 Anti-Corruption

4.1 Anti-Corruption Laws

Suppliers must comply with the anti-corruption laws, directives and regulations that govern operations in the countries in which they do business. Suppliers are required to refrain from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Personal safety payments are permitted where there is an imminent threat to health or safety. Suppliers are expected to exert reasonable due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset Terms and Conditions, and the hiring of intermediaries such as agents or consultants.

4.2 Illegal Payments

Suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or promise of sums of money or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.

4.3 Fraud and Deception

Suppliers must not seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from the company, a customer or any third party, and any kind of misappropriation of property.

4.4 Competition and Antitrust

Suppliers must not fix prices or rig bids with their competitors. They must not exchange current, recent, or future pricing information with competitors. Suppliers must refrain from participating in a cartel.

4.5 Gifts/Business Courtesies

Suppliers are expected to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage. In any business relationship, suppliers must ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation, and that these exchanges do not violate the rules and standards of the recipient's organisation, and are consistent with reasonable marketplace customs and practices.

4.6 Insider Trading

Suppliers and their personnel must not use any material or non-publicly disclosed information obtained in the course of their business relationship with Airbus as the basis for trading or for enabling others to trade in the stock or securities of any company.

5 Conflict of interest

Suppliers are expected to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. Suppliers are expected to provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of Airbus and personal interests or those of close relatives, friends or associates.

6 Maintain Accurate Records

Suppliers are expected to create accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements.

7 Information Protection

7.1 Confidential / Proprietary Information

Suppliers shall properly handle sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purpose (e.g. advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorisation from the owner of the information.

7.2 Intellectual Property

Suppliers must comply with all the applicable laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

7.3 Information Security

Suppliers must protect the confidential and proprietary information of others, including personal information, from unauthorised access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. Suppliers must comply with applicable data privacy laws.

8 Environment, Health, and Safety

Suppliers are expected to establish an appropriate management system for Environment, Health and Safety. Suppliers are further expected to operate in a manner that actively manages risk, conserves natural resources and protects the environment in the communities within which they operate. Suppliers should protect the health, safety, and the welfare of their employees, contractors, visitors and others who may be affected by their activities. Finally, as stated in Section I. "Compliance with Laws" of this Annex, suppliers shall comply with all applicable environmental, health and workplace safety laws and regulations.

9 Global Trade Compliance

9.1 Import

Suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data.

9.2 Export

Suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data. Suppliers shall provide truthful and accurate information and obtain export licences and/or consents where necessary.

9.3 Responsible Sourcing of Minerals

Suppliers must comply with applicable laws and regulations regarding conflict minerals which include tin, tungsten, tantalum and gold. Additionally, suppliers should establish a policy to reasonably assure that the tin, tungsten, tantalum and gold which may be contained in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses. Suppliers should exercise, as may be directed by law, due diligence on the source and chain of custody of these minerals and therefore at a minimum require the same from their next tier suppliers.

9.4 Counterfeit Parts

Suppliers are expected to develop, implement, and maintain effective methods and processes appropriate to their products to minimise the risk of introducing counterfeit parts and materials into deliverable products. In addition, suppliers shall provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

10 Ethics Programme Expectations

10.1 Whistleblower Protection

Suppliers are expected to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. Suppliers are also expected to take action to prevent, detect, and correct any retaliatory actions.

10.2 Consequences for violating the Annex

In the event that the expectations of this Annex are not met, the business relationship may be reviewed and corrective action pursued subject to the terms of the General Terms and Conditions.

10.3 Ethics Policies

Commensurate with the size and nature of their business, suppliers are expected to establish management systems to support compliance with laws and regulations, as well as the expectations expressed within this Annex. Suppliers are encouraged to implement their own written code of conduct and to flow down their principles to the entities that furnish them with goods and services. Airbus expects its suppliers to maintain effective programmes to encourage their employees to make ethical, values driven choices in their business dealings - beyond compliance with laws, regulations and contract requirements.