



Purchase Order terms and conditions

Hello, we are Airbus UpNext SAS (“We”, “Us”), **“FLYING FUTURE TECHNOLOGIES – TODAY”**. These Purchase Order Terms and Conditions (“Po Terms”) define the conditions under which We order and purchase goods and services from our suppliers (“You”).

We

You

1 – What is this document and when does it apply?

These PO Terms apply to any stand-alone purchase order (a “PO”) issued by Us to You, (together, the “Parties”). In case the Parties have executed a SOW referencing a Framework agreement, those agreements fully replace and supersede the PO Terms.

2 – How do You accept Our orders?

When We issue a PO to You, You are deemed to have accepted it without reservation fourteen (14) calendar days after its receipt, unless You notify Us in writing of Your refusal. Fulfilling our PO implies that You accept these PO Terms. If You modify the PO unilaterally, it will be void.

Airbus Up Next

P.O.

Supplier

fulfills the order

accepts PO terms

Except if:

S.O.W. Framework Agreement

3 – What are Your delivery obligations?

You must deliver all goods and services (the “Items”) as specified in the PO, free of any outstanding delivery charges. You acknowledge that timely delivery of the Items is key. You must provide all Items with a delivery note (a “Delivery Note”) bearing the order number, Items reference numbers, a complete description and quantity of the Items being delivered, together with all packing instructions.



We

You

5 – How do We accept the Items?

The transfer of title and risk does not mean We accept the Items. Where the PO does not define acceptance tests, We have the right to inspect the Items after delivery and if inspection is satisfactory to Us, acceptance will take place. If no inspection is made, the Items are deemed accepted thirty (30) days after delivery or when We begin use of the Items, whichever occurs first. Acceptance of any Items does not imply absence of latent defect and is without prejudice to Our rights under the PO or at law.

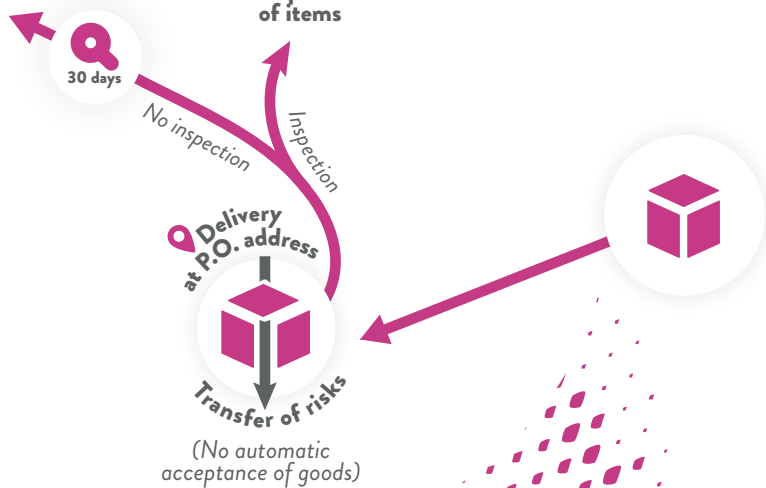
4 – When does transfer of property & risks occur?

Title to and risk of all Items transfers to Us upon delivery to the delivery address specified on the PO. However, if We reject any Items for non-conformity with the PO or any other document included by reference title and risk to such Items automatically revert to You.



Acceptance of items

Acceptance of items



6 – Your Export control responsibility.

You are responsible for compliance with all applicable export control laws and regulations (“Export Laws”). You must identify any Items or part of Items which may be subject to Export Laws and must provide Us or Our designee with all information about such applicable Export Laws, as well as with any assistance requested to ensure compliance.

You must obtain all relevant official approvals, licenses and authorizations required for compliance with Export Laws and You are liable for all damages, losses and liabilities incurred by Us or Our designee as a result of Your non-compliance with Your obligations under this article.



We

You



7 – Your Warranties.

8 – What are the Prices & Taxes?

Unless otherwise stated in the PO, the prices set forth on the PO are fixed and not subject to revision without Our written consent. Prices exclude value added tax. Prices include all other relevant taxes, levies and duties in connection with the Items, if any, which You will be liable for and will have to pay.

€
Excl. VAT

10 – How and When do We pay?

We will pay all accurate and undisputed invoices by electronic bank transfer to the bank account You notified Us. **We will pay 30 days at the end of month + 10 calendar days following receipt of a valid invoice.** Should the payment day be a Saturday, Sunday or a bank holiday, the payment will occur the following business day. If any amount due to You **remains unpaid** after the date on which it is payable (the “**Due Date**”), You are **entitled to charge interest** on such sum, from the Due Date until the actual date of payment, both before and after any judgment, at a **rate of three (3) times the legal interest rate** (“taux d’intérêt légal”) in effect on the Due Date. Penalty interest will begin to accrue on the first day immediately after the Due Date.

You warrant that the Items have been manufactured according to the state of the art current at the time of Delivery, that they are free from defects in design, material and workmanship, and that the Items are free and clear of all liens, security interests, or other encumbrances. If You don’t deliver the Items in accordance with the PO, We will inform You in writing. We may at Our sole discretion, exercise one of the following rights:

- (i) *reject the delivered Items in whole or in part and require You to refund any payment(s) made by Us to You; or*
- (ii) *set off the amount of any such payment(s) from any other amounts due to You from Us; or*
- (iii) *give notice to You to promptly replace or repair the delivered Items at Your expense and risk.*

In addition, We may require You to pay all Our expenses, damages, losses incurred and additional costs arising from the failure to deliver the Items in accordance with the PO. The above warranty will be for a minimum period of twenty-four (24) months from the acceptance of the Items by Us as provided for in article 5. The warranties set forth in this article 7 are cumulative and in addition to any other warranty provided by law or equity.

9 – How to invoice Us?

For payment purposes, You will issue an invoice concurrently with the delivery of the Items or no less frequently than monthly. The invoice will include the designation, reference and quantity of Items, the PO and Items numbers, the price, the actual delivery date, names and addresses of the Parties, any specific terms or conditions and reference to a discount, if any.



We

You

11 – Our intellectual property rights on Your work.

We will be the sole owner of all intellectual property created as a result of Your work (or Your subcontractors' work) for the purpose of the Order or for the supply of the Items (the "IP"). The IP will automatically be transferred to Us. All such rights will vest in Us.

However, if by operation of law, You are deemed the owner to the rights for the IP, You hereby grant Us, and will cause Your employees, agents and contractors to grant Us an irrevocable, royalty free, transferable, worldwide license for full exploitation rights (the "Licence").

You will grant us the Licence as soon as the IP is created and in consideration of the price set forth in the PO.

The Licence will include the right of reproduction in any form, language, format and medium, the right of distribution in part or in whole including the right to sell, loan, rent, distribute, download by any means and in any language, the right to modify, adapt, improve, correct and translate in any form and language, and interface with any other Items, including the right to sub-license all the above-mentioned rights.

You undertake to execute any assignment or other documentation necessary to give effect to the transfer of the IP to Us.

You hereby grant Us, for the price specified on the PO, an irrevocable, non-exclusive and worldwide license to hold, use and sublicense for the benefit of third Parties all of Your relevant background intellectual property necessary for the performance of the PO or the use of the Items for the duration of the rights; You will ensure that such rights last at a minimum for the duration of Our reasonable intended use of the Items. You grant Us the right to sub-license all the above-mentioned rights.

In addition, and in the case of customized or altered off-the-shelf Items and non-off-the-shelf Items, this Licence will include the right for Us to reproduce in any form, language, format and medium, distribute in part or in whole including the right to sell, loan, rent, distribute, download by any means and in any language, the right to modify, adapt, improve, correct and translate in any form and language, and interface with any other Items. You grant Us the right to sub-license all the above-mentioned rights.

Infringement Indemnity. In case of any third party claims, suits or actions relating to the infringement or alleged infringement of any intellectual property rights of a third party in relation to the Items purchased or the Order, You must defend, fully indemnify and hold Us harmless (as well as Our agents, successors and assigns), against any and all costs, losses, damages, liabilities, expenses (including legal fees), fines or other financial sanctions or loss of profit which We may incur as a result of any alleged or proven infringement. You must promptly inform Us of any dispute or claim (legal or otherwise) that arises with a third party and the substance of such dispute or claim.

We

You

12 – Our authorization for Publicity.

You may not use, or refer to, any PO issued by Us for publicity or marketing purposes without Our written authorization.

14 – How and When can We terminate an Order?

In the event You breach or fail to comply with these PO Terms, You must remedy such breach or non-compliance within twenty-eight (28) days from the date You receive written notice from Us. We will without incurring any liability whatsoever, have the right to immediately terminate the Order in progress (in whole or in part) by giving You written notice of termination if You fail to remedy such breach or non-compliance, without prejudice to Our rights to claim damages and/or any other remedies which We may have at law and/or under the PO.

As of the effective date of termination, You undertake to cease all further performance related to the terminated Order (unless otherwise instructed by Us) and You must comply with all directions or instructions regarding the Items which We provided to You.

13 – What happens if You breach these PO Terms?

Should You breach the PO Terms, You will be solely liable for this breach and You'll have to indemnify, and hold Us harmless from and against, all claims, losses, damages and liabilities, costs and expenses (including legal fees). In the event of a death, injury to, loss of or damage to any property of any person, entity or company (including the other Party), in connection with the performance of the PO, each Party will be liable for, indemnify, and hold harmless the other Party from and against all claims, losses, liabilities, costs and expenses (including legal fees).

Without prejudice to the foregoing, You must at Your own cost obtain and maintain insurance for the following risks in amounts satisfactory customarily maintained by prudent members of Your industry:

- a) Damage to property lent to You by Us;
- b) General third party liability insurance;
- c) Product liability insurance.

You will provide, upon Our request, a certificate from a licensed insurance broker that the foregoing insurance coverages are in full force and effect.



We

You

15 – Your Labor Law Obligations.



You will comply with all obligations as employer, including but not limited to the declaration and payment of social-related contributions, and will ensure that Your employees are legally employed and authorized to perform these PO Terms including any work on Our site. You will provide Us with relevant work authorizations, activity certificates, document evidencing payment of social charges and legal employment certificates on a yearly basis. If You fail to comply with such laws and regulations, You will indemnify Us and hold Us harmless from and against all consequences of such failures.

16 – Your Confidentiality Obligations.



The content of the PO is confidential. You must keep secret all commercial and technical information and documents, which become known to You through the business relationship with Us and which are not generally known, and use these exclusively for providing the ordered Items. You must not make available to unauthorized third Parties any drawings, models, samples, and similar materials and information. Duplicating such objects is permitted only within the limits of copyright law and to the extent required to fulfill Your obligations. You must not use Our name, logo or Our trademarks without Our prior written consent.

17 – Which Law is applicable?

These Terms are governed by the laws of France, without reference to any choice of law principles that could result in the application of the laws of any other jurisdiction. The Parties expressly exclude the application of the 1980 UN Convention on Contracts for the International Sale of Goods. Any Dispute which would not have been amicably resolved within three (3) months after written notification of the Dispute by one Party to the other, will be finally determined and settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce. Arbitration will be held in Paris, with three (3) arbitrators, in English language.