



# Purchase Order General terms and conditions

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

WE

YOU

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## What is this document?

These PO Terms apply to any stand-alone purchase order (a “**PO**”) issued by Us to You, (together, “**the Parties**”).

If We have executed a SOW referencing a Purchase Agreement, those agreements fully replace and supersede the PO Terms.

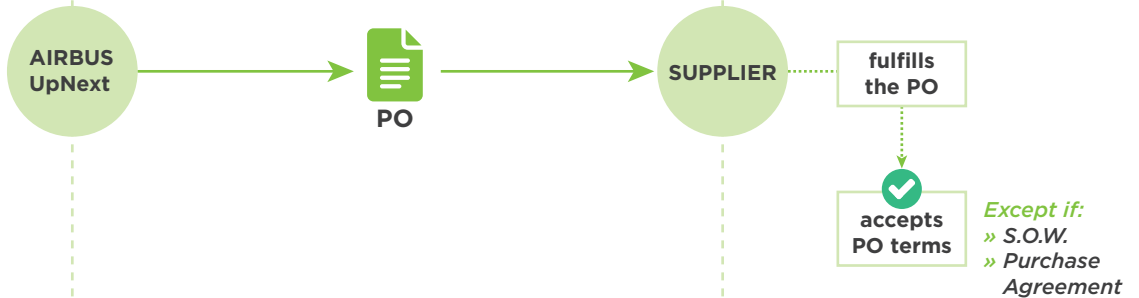
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## How do You accept our PO and PO Terms?

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.

Your general terms and conditions referenced on a purchase order or an acceptance or delivery note or any other document are not applicable for any Items provided under the PO.



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## What are Your performance/delivery obligations?

You shall deliver all 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 PO number, Items reference numbers, Export Laws information, a complete description and quantity of the Items being delivered, together with all packing instructions.

You shall not subcontract, transfer or assign any of Your obligations under the PO without Our written consent.

WE

YOU

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### How do We accept the Items?

The transfer of title and risk does not mean We accept the Items.

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 deemed without prejudice to Our rights under the PO or at law.

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### 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.



Delivery at PO address



Transfer of risks  
No automatic acceptance of Items

No Inspection



Acceptance of Items

Inspection

30 days



Acceptance of Items

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### Your Export control responsibility.

You are responsible for compliance with all applicable export control laws, sanctions and embargoes laws and regulations ("**Export Laws**").

Prior to the delivery, You shall identify any Items or part of Items which may be subject to Export Laws and shall provide Us or Our designee with all information about such applicable Export Laws, as well as with any assistance requested to ensure compliance.

You shall not provide any Items subject to any military controls You shall obtain all relevant social 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

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### 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.

#### Valid invoice Date



**30 days**  
End of month  
**+10**  
calendar  
days



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### 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.

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### Your Warranties

You shall warrant that the Items :

- Comply with the PO requirements (including time delivery);
- have been manufactured according to the state of the art and the latest scientific and technical developments current at the time of Delivery; and
- are free from defects in design, material and workmanship; and
- are clear of all liens, security interests, or other encumbrances.

If You don't deliver the Items in accordance with the above mentioned warranties, We will inform You in writing. We may at Our sole discretion, exercise one of the following rights:

- reject the delivered Items in whole or in part and require You to refund any payment(s) received;
- set of the amount of any such payment(s) from any other amounts due to You from Us; or
- require You to pay all Our expenses, damages, losses incurred and additional costs arising from the failure to deliver the Items;
- request You to promptly replace or repair the delivered Items at Your expense and risk;
- terminate the PO in progress (in whole or in part).

The above warranty will run for a minimum period of twenty-four (24) months from the acceptance of the Items by Us and are cumulative to any other warranty provided by law or equity.

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### How to invoice Us?

For payment purposes, You will submit an invoice to **invoices.demonstrators@airbus.com**, as from the acceptance of the Items or no less frequently than monthly.

The invoice shall 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

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## **Our intellectual property rights on Your work.**

### **Rights on IP**

We are the sole owner of all intellectual property created as a result of Your work (or Your subcontractors' work) for the purpose of the PO (the "IP"). The IP of the Items is automatically transferred to Us free and clear of all encumbrances.

However, if by operation of law, You are deemed the owner of the IP rights, You hereby grant Us, and will cause Your employees, subcontractors and contractors to grant Us an irrevocable, exclusive, worldwide royalty free, fully-paid, transferable (with the right to sublicense), license (the "**Licence**") for the following exploitation rights to:

- (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such IP; and
- (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such IP.

### **Rights on background IP.**

If Your background intellectual property is necessary for the use of the Items (the "BIP"), You hereby grant Us, an irrevocable, non-exclusive, worldwide, royalty free, fully-paid, transferable (with the right to sublicense) license on the BIP necessary to fully exploit and exercise all rights as the exclusive owner of the Items and IP without restriction.

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

### **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, You shall defend, fully indemnify and hold Us harmless (as well as Your contractors, 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 shall 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

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### Our authorization for Publicity.

You shall not use, or refer to:

- any PO issued by Us for publicity or marketing purposes; and
  - Our name, logo or Our trademarks;
- without Our prior written authorization.

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### What happens if You breach these PO Terms?

You will be solely liable if You breach the PO Terms (including but not limited to failure of delivery or non compliance with warranty terms), and You shall 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, You will be liable for, indemnify, and hold harmless Us from and against all claims, losses, liabilities, costs and expenses (including legal fees).

Without prejudice to the foregoing, You shall subscribe and maintain, with insurers of recognised reputation and security, the insurance policies needed for the performance of the PO, and furnish upon Our request the corresponding insurance certificates.

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### How and When can We terminate an PO?

- You breach or fail to comply with these PO Terms without remedy within thirty (30) days from the date You receive Our notification;
- We decide to stop an PO for convenience;

In both cases, We will without incurring any liability whatsoever, have the right to immediately terminate the PO in progress (in whole or in part) by giving You written notice of termination, 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 PO (unless otherwise instructed by Us) and You must comply with all instructions regarding the Items which We provided to You.

If We terminate for convenience, You may invoice Us for any deliverables not yet completed but not yet delivered at a prorated price based on the percentage of work completed prior to the termination date.



PO



30 days  
to remedy



WE

YOU

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### Your Labor Law Obligations.

#### We may stop an PO if :

You shall 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 document evidencing payment of social charges and legal employment certificates on a yearly basis.

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### 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 shall 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.

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### How could you manage data protection?

You will not manage or process personal data on our behalf for the performance of the PO.

If so, You will comply with European Union Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. In order to do so We will enter into a data processing agreement in concordance with Art. 28 (3) GDPR to ensure compliance of the aforementioned laws.

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### Which Law is applicable?



These PO Terms are governed by the **laws of Germany**, without reference to any choice of law principles that could result in the application of the laws of any other jurisdiction. We 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.