

## 1. DEFINITIONS

The following definitions shall apply to the capitalized terms in these terms and conditions of sale:

**CUSTOMER** Means any entity operating an aircraft on which is incorporated the NACELLE and which has issued an ORDER accepted by SAFRAN NACELLES.

**CSDD** Means ATA Common Support Data Dictionary.

**DAP** Means DELIVERY AT PLACE (named place) as per I.C.C. INCOTERMS 2020.

**EQUIPMENT** Means any equipment described in SAFRAN NACELLES' quotation/proposal and subject to the SERVICES.

**FCA** Means FREE CARRIER (named place) as per I.C.C. INCOTERMS 2020.

**OEM** Means the original designer and manufacturer of equipment (Original Equipment Manufacturer).

**ORDER** Means a formal request issued either in document or electronic form by CUSTOMER to SAFRAN NACELLES for purpose of buying SERVICES from SAFRAN NACELLES.

### SAFRAN NACELLES

Means SAFRAN NACELLES (and/or its affiliates) a limited liability company organized and existing under the laws of France (Reg. No.: 352 050 512, RCS Le Havre) with its registered office at Route du Pont VIII, BP 91 – 76700 Gonfreville l'Orcher – France.

**SERVICE** Means services supplied by SAFRAN NACELLES and relating to Nacelle support and services, including but not limited to inspection, test, repair, overhaul, modification and on-site service.

Other capitalized terms used herein, not otherwise defined in these terms and conditions of sale shall have the same meaning as defined in the CSDD.

## 2. PURPOSE

These terms and conditions of sale of services define the terms and conditions applicable to all quotations and proposals made by SAFRAN NACELLES to any CUSTOMER with respect to SERVICES, on EQUIPMENT as described in such quotation/proposal.

SAFRAN NACELLES and CUSTOMER will be also hereinafter referred to individually as a "Party", or collectively as the "Parties".

## 3. CONTRACTUAL DOCUMENTS

The relationship between SAFRAN NACELLES and CUSTOMER is governed by the following contractual documents in order of precedence (the first mentioned documents prevailing over the later mentioned documents):

- The specific contract executed between SAFRAN NACELLES and CUSTOMER, if any;
- These terms and conditions;
- The ORDER(s).

These terms and conditions shall prevail over any purchase conditions of CUSTOMER notwithstanding any provision to the contrary therein.

Any ORDER issued by CUSTOMER for the purchase of SERVICES shall be governed by these terms and conditions.

CUSTOMER shall, upon request, provide SAFRAN NACELLES with any document SAFRAN NACELLES deems necessary to perform the ORDER, including but not limited to, any relevant

financial information and/or any document to be fulfilled for trade compliance and/or export control purposes.

## 4. ADMINISTRATION – FINANCIAL CONDITIONS

### 4.1 ORDER ADMINISTRATION

Upon CUSTOMER written request, SAFRAN NACELLES shall provide a written quotation of price for SERVICES. SAFRAN NACELLES shall acknowledge receipt in writing of requests for quotation. Any quotation/proposal issued by SAFRAN NACELLES constitutes a firm and valid offer for the duration specified in such quotation/proposal, or (if not specified) for thirty (30) calendar days from the date of the quotation/proposal issuance. The SERVICES shall be subject to due ordering by the CUSTOMER and acceptance of such ORDER by SAFRAN NACELLES. SAFRAN NACELLES reserves the right to decline any ORDER submitted for SAFRAN NACELLES' acceptance.

Any ORDER shall be placed by the CUSTOMER in writing (letter, facsimile, e-mail) at the address specified by SAFRAN NACELLES and received by SAFRAN NACELLES before the scheduled starting time of the SERVICES. Each ORDER shall clearly state the part number and the serial number of the EQUIPMENT on which SAFRAN NACELLES shall perform the SERVICES and SAFRAN NACELLES' quotation/proposal reference. Any ORDER that SAFRAN NACELLES has not acknowledged in writing shall not be deemed accepted. ORDER will be deemed to be accepted by SAFRAN NACELLES upon receipt by CUSTOMER of a SAFRAN NACELLES' ORDER acceptance form. SAFRAN NACELLES' ORDER acceptance form shall contain information required for the specific transaction such as but not limited to CUSTOMER ORDER number, description of the SERVICES, prices, schedule. No cancellation or modification to the ORDER shall be made without prior written consent of SAFRAN NACELLES. Should the ORDER be cancelled for any reason, SAFRAN NACELLES reserves the right to charge the CUSTOMER for any kind of work already made, SERVICES performed (totally or partially) and/or material ordered in connection with the ORDER. Modification to the ORDER may result in additional charge and/or additional lead-time to the CUSTOMER.

### 4.2 PRICE QUOTATION AND PAYMENT

#### 4.2.1 PRICE – TAXES

Prices for the SERVICES are those set out in SAFRAN NACELLES' quotation/proposal. Prices are stated in United States Dollars. All prices are exclusive of any taxes or duties which could be levied in connection with the performance of the SERVICES. All such taxes and duties are for the account of the CUSTOMER. Any additional requirements of the CUSTOMER will be charged by SAFRAN NACELLES to the CUSTOMER. To the extent specified in the SAFRAN NACELLES' quotation/proposal, the prices shall be subject to adjustment/escalation.

#### 4.2.2 PAYMENT TERMS

Invoicing. Unless otherwise provided in SAFRAN NACELLES' quotation/proposal, the SERVICES performed shall be invoiced in accordance with the following terms:

Upon issuance of the strip report if applicable, an intermediate invoice of the budgetary estimated price shall be issued by SAFRAN NACELLES to CUSTOMER. A down payment of 50 % of the budgetary estimated price shall be paid for by CUSTOMER within ten (10) calendar days after receipt of the intermediate invoice.

Upon completion of the SERVICES, intermediate and balance price or credits, including accumulated charges to the date of the invoice, will be reconciled with the budgetary estimated price previously invoiced to CUSTOMER and a balance invoice and final will be sent to CUSTOMER.

**Payment Terms.** Unless otherwise provided in SAFRAN NACELLES' quotation/proposal, SAFRAN NACELLES' invoices sent to the CUSTOMER shall be paid by the CUSTOMER no later than thirty (30) calendar days net from issuance date of the invoice. The CUSTOMER shall make all payments under the ORDER in United States Dollars via wire transfer to the following bank account:

Société Générale New-York Branch  
Account number: 00182303  
SWIFT Code: SOGEUS33  
FEDWIRE / ACH: 026004226  
Address: 245 Park Avenue  
NEW YORK, NY 10167 USA

No discount shall be granted to the CUSTOMER in case of payment made in advance of the payment due date.

In case of any payment incident by the CUSTOMER and/or in case of any credit degradation risk regarding the CUSTOMER, SAFRAN NACELLES reserves the right to revise the above mentioned payment terms such as but not limited to, apply payment in advance terms for the full amount of the SERVICES before the completion of the SERVICES. In addition, in case of late payment for undisputed invoices, SAFRAN NACELLES reserves its right to suspend in whole or in part performance of any SERVICES.

If any sum due and payable under an ORDER is not paid on its due date, an interest for late payment shall apply at a daily rate equivalent to three (3) times the French legal interest rate. Such interest for late payment shall be calculated on a daily basis from the due date until the payment is received by SAFRAN NACELLES and shall be without prejudice to any other rights SAFRAN NACELLES may have under these terms and conditions of sale or by law including, but not limited to, the suspension or termination of any or all of its obligations hereunder.

SAFRAN NACELLES will also be entitled to charge a fixed allowance of forty (40) EUROS (Decree n°2012-1115 dated October 2nd, 2012) for the collection fees incurred by SAFRAN NACELLES to recover the outstanding invoice. Should the actual collection fees incurred by SAFRAN NACELLES be higher than the amount of the fixed allowance, SAFRAN NACELLES will be entitled to claim to CUSTOMER such actual collection fees (less the amount of the fixed allowance) upon written evidence.

In case of non payment by the CUSTOMER of any SERVICE within the due dates for payment defined herein and without prejudice to the other rights that SAFRAN NACELLES may have at law or under these terms and conditions, it is acknowledged by the CUSTOMER that SAFRAN NACELLES has, by virtue of its work performed, an unconditional and automatic right of retention and a possessory lien and pledge over any CUSTOMER's EQUIPMENT delivered to SAFRAN NACELLES under any ORDER while the EQUIPMENT is in SAFRAN NACELLES' designated repair facility or under its custody, and without consideration to the date when the EQUIPMENT is entrusted to SAFRAN NACELLES by the CUSTOMER or the date when the SERVICE on the EQUIPMENT is invoiced by SAFRAN NACELLES to the CUSTOMER. It is hereby acknowledged by the CUSTOMER that this unconditional and automatic right of retention and possessory lien and pledge will also apply for all unpaid invoices related to any agreement that may be signed between the CUSTOMER and SAFRAN NACELLES until the redelivery by the CUSTOMER of the leased unit under the terms and conditions of the lease agreement.

Without prejudice to any other right or remedy it has or may have, SAFRAN NACELLES shall be entitled, with a five (5) calendar days written notice, to set off any outstanding amount due from CUSTOMER to SAFRAN NACELLES (and/or its affiliates) for any goods or services (whether or not in connection with the ORDER), against any amount due by SAFRAN NACELLES to CUSTOMER (whether or not in connection with the ORDER).

#### **4.2.3 CREDIT NOTES**

SAFRAN NACELLES may issue credit notes available to CUSTOMER ("Credit Notes"). Such Credit Notes shall not be subject to escalation and may only be applied by CUSTOMER towards: (i) the purchase of SERVICES from SAFRAN NACELLES under a separate agreement between CUSTOMER and SAFRAN NACELLES up to a maximum of thirty percent (30%) of the invoiced amount; or (ii) the purchase of spare part(s) up to a maximum of thirty percent (30%) of the purchase price of such Spare Part(s).

Such Credit Notes will be issued and valid provided that CUSTOMER is up to date with any of its payment obligations to SAFRAN NACELLES and/or is not otherwise in material breach under these terms and conditions and/or any other applicable agreement to which any credit issued by SAFRAN NACELLES may be applied. SAFRAN NACELLES shall be entitled to set off from such credits any outstanding obligation or amount that is due and owing to SAFRAN NACELLES by CUSTOMER (and not subject to a good faith dispute). All credits must be applied by CUSTOMER within one year from issuance of the Credit Note, failing which such any unused Credit Notes outstanding amounts will be cancelled.

In the event of termination of an ORDER due to any reason other than SAFRAN NACELLES' material breach, any such credits will be cancelled by SAFRAN NACELLES.

### **5. SHIPPING AND DELIVERY CONDITIONS**

#### **5.1 EXPORT LICENCE**

These terms and conditions and any ORDER taken under these terms and conditions are subject to all applicable laws and regulations now or hereafter in effect, such as but not limited to, of the United States Government and French Government and their departments and agencies. The CUSTOMER undertakes to keep itself informed of and shall abide by any applicable regulations issued by (1) the United States Government and (2) the French Government including without limitation any amendments and changes to (1) and (2) above.

Any product, technology and/or information covered by these terms and conditions of sale of services may be subject to requirement set forth in (i) Article 12g of Council Regulation (EU) No 833/2014 of 31 July 2014 as amended from time to time, concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine and/or in (ii) Article 8g of Council Regulation (EU) No 765/2006 of 18 May 2006 (as amended by Council Regulation (EU) No 2024/1865 of 29 June 2024 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine) as amended from time to time. CUSTOMER undertakes not to retransfer or re-export, directly or indirectly, any such products, technology and/or information subject to these terms and conditions of sale of services, as is or integrated, to a country subject to sanctions and/or embargo or for the use in this country, including but not limited to Russia, to Belarus or for use in Russia (or any Ukrainian territories controlled by Russia).

Export Administration Regulations (see [http://www.bis.doc.gov/bis/ear/ear\\_data.html](http://www.bis.doc.gov/bis/ear/ear_data.html)) enforced by the United States Department of Commerce and European Regulation (see <http://www.ec.europa.eu/trade/creating-opportunities/trade-topics/dual-use/>) enforced by the French Government (hereafter called "Regulations") prohibit the export and re-export of certain technical data and products unless assurance are first obtain from the foreign importer. Accordingly, the CUSTOMER gives its assurance that unless prior authorization is obtained from concerned government it will not knowingly re-export the EQUIPMENT and associated commodities, software and technical data, directly or indirectly to embargoed destinations, prohibited parties or parties involved in proscribed activities, to the extend required in the relevant part of the Regulations. The case arising, the CUSTOMER shall be the importer and exporter of record of the EQUIPMENT and shall be responsible for the timely application for, obtaining and maintaining, any required governmental authorization such as import and export licenses, exchange permit or any other required governmental authorization relating to the EQUIPMENT. In no event, SAFRAN NACELLES shall be liable if any authorization is delayed, denied, revoked, restricted or not renewed, and the CUSTOMER shall not thereby be relieved of its obligation to pay SAFRAN NACELLES for all SERVICES performed and/ or initiated and any other charges which are the obligation of the CUSTOMER hereunder.

#### **5.2 PACKAGING**

The CUSTOMER shall deliver each EQUIPMENT with packing in accordance with manufacturer's recommendations. SAFRAN NACELLES is entitled to charge the CUSTOMER for all costs to repack the EQUIPMENT in accordance with the manufacturer's recommendations and/or ATA300. Any additional packing or packing crates (for sea transportation or long life packing) required by the CUSTOMER shall be additionally charged after acceptance by the CUSTOMER of SAFRAN NACELLES' quotation.

#### **5.3 DELIVERY**

The CUSTOMER shall deliver the removed EQUIPMENT to SAFRAN NACELLES DAP SAFRAN NACELLES' designated repair facility.

#### **5.4 REDELIVERY**

After completion of the SERVICES, SAFRAN NACELLES shall redeliver the serviceable EQUIPMENT to the CUSTOMER FCA SAFRAN NACELLES' designated repair facility.

#### **5.5 TRANSFER OF RISK AND TITLE**

Title to the EQUIPMENT delivered by the CUSTOMER to SAFRAN NACELLES shall remain with the CUSTOMER (or the relevant owner with respect to title) at any time. Risk of loss and damage to the EQUIPMENT delivered by the CUSTOMER to SAFRAN NACELLES shall pass from the CUSTOMER to SAFRAN NACELLES at the delivery as per the applicable Incoterms and from SAFRAN NACELLES to the CUSTOMER at the redelivery as per the applicable Incoterms.

#### **5.6 CUSTOMER FURNISHED MATERIAL**

The CUSTOMER may supply, consistent with the approved workscope and charges set forth in the SAFRAN NACELLES' quotation/proposal, SAFRAN NACELLES with mutually agreed quantities and types of parts as CUSTOMER furnished material, provided that such parts shall be (1) furnished with an Approved Aviation Authority "serviceable certificate", (2) ready for immediate use, and (3) provided in a timely manner that will not delay SAFRAN NACELLES' performance hereunder. If the CUSTOMER's delay in providing CUSTOMER furnished material would

result in a delay of SAFRAN NACELLES' performance, SAFRAN NACELLES may supply such parts and material at Customer's expense and shall not be responsible for any consequential delay.

### **6. PERFORMANCE OF SERVICES**

Following delivery of the EQUIPMENT to SAFRAN NACELLES' designated repair facility, together with (1) an ORDER from CUSTOMER, (2) an agreed workscope if any, and (3) all applicable EQUIPMENT records such as but not limited to its technical and airworthiness documentation and subject to the acceptance of such ORDER by SAFRAN NACELLES, SAFRAN NACELLES shall perform a standard receiving inspection of the EQUIPMENT and then will submit a strip report and a related quotation to the CUSTOMER for approval. Following receipt of such strip report and its related quotation, the CUSTOMER shall accept or reject the strip report and its related quotation within ten (10) calendar days from the date of issuance of the strip report and its related quotation. If the CUSTOMER consent or refusal is not obtained in the above mentioned time period, SAFRAN NACELLES will invoice to the CUSTOMER a daily stocking fee equal to 1/365<sup>th</sup> of the then current manufacturer catalogue price of the EQUIPMENT until receipt of the written acceptance or refusal of the CUSTOMER. In case the strip report and its related quotation is rejected by the CUSTOMER, SAFRAN NACELLES shall place the EQUIPMENT at CUSTOMER's disposal FCA SAFRAN NACELLES' designated repair facility and invoice the CUSTOMER for the standard receiving inspection. If such EQUIPMENT is not recovered by the CUSTOMER within three (3) months from the date of receipt of the written refusal by SAFRAN NACELLES, such EQUIPMENT shall become the property of SAFRAN NACELLES and the CUSTOMER shall hold harmless and indemnify SAFRAN NACELLES against all actions, claims and costs in relation with the EQUIPMENT. SAFRAN NACELLES may invoice, and CUSTOMER shall pay, the stocking fee for such period of time.

SAFRAN NACELLES shall notify the CUSTOMER of any missing or damaged components or line replaceable units ("LRU") found on the EQUIPMENT and SAFRAN NACELLES shall replace such missing or damaged items at the CUSTOMER's expense. SERVICES will be performed in accordance with the Shop Processing Time set out in SAFRAN NACELLES' quotation/proposal. Shop Processing Time ("SPT") means the repair time performance for CMM/SRM repairs, computed from the date of the physical receipt of the unserviceable EQUIPMENT, with repair ORDER and appropriate documentation, at the SAFRAN NACELLES' designated repair facility, up until the CUSTOMER is notified that the repaired EQUIPMENT is ready for shipment from the SAFRAN NACELLES' designated repair facility. This computation shall exclude delays not attributable to SAFRAN NACELLES, such as but not limited to CUSTOMER's quotation approval time. SAFRAN NACELLES will use commercially reasonable efforts to comply with such Shop Processing Time; however delivery dates shall be treated as estimation only.

Should SAFRAN NACELLES discover some additional work to be performed after approval of initial strip report by the CUSTOMER, SAFRAN NACELLES shall notify the CUSTOMER of such additional work and perform such additional work, which shall be embodied in the SERVICES at the CUSTOMER's expense unless CUSTOMER notifies SAFRAN NACELLES in writing within five (5) calendar days of receipt of such notification that the CUSTOMER does not want such additional work to be performed. In case of additional work, the CUSTOMER shall send to SAFRAN NACELLES a new ORDER based upon the new strip report and the related quotation issued by SAFRAN NACELLES.



In the event that the price of the repair necessary to restore any part of the EQUIPMENT to serviceable condition is over sixty five percent (65%) of the then current manufacturer catalogue price of the concerned part, the part shall be identified as being Beyond Economical Repair ("BER") and replaced by SAFRAN NACELLES at the CUSTOMER's costs. SAFRAN NACELLES shall notify the CUSTOMER in writing of any part declared scrapped or BER. Within fourteen (14) calendar days of receipt by the CUSTOMER of SAFRAN NACELLES' scrap or BER notification, the CUSTOMER shall either:

- request SAFRAN NACELLES to put at the CUSTOMER's disposal FCA SAFRAN NACELLES' designated repair facility the scrap or BER part "as is". CUSTOMER shall promptly collect it; or
- acknowledge such notification and agree to transfer the title of such part to SAFRAN NACELLES.

In case of no reply by the CUSTOMER to SAFRAN NACELLES' scrap/BER notification within the above mentioned time period, the CUSTOMER shall be deemed to have accepted to transfer the title of the scrap or BER part to SAFRAN NACELLES.

In connection with the SERVICES provided on the EQUIPMENT, SAFRAN NACELLES shall provide the CUSTOMER with copies of all work records required by the European Airworthiness Security Authority ("EASA"), or, if applicable, the Federal Aviation Administration of the United States ("FAA"), or any other foreign equivalent aviation authority as agreed to in writing by SAFRAN NACELLES and the CUSTOMER (each, an "Approved Aviation Authority"), including any required repair station component/accessory tags.

## **7. GENERAL PROVISIONS**

### **7.1 WARRANTY**

SAFRAN NACELLES warrants to the CUSTOMER that, at the time of redelivery of the EQUIPMENT, the work performed under the ORDER will be free from defects in workmanship for a period of twelve (12) months from the date of redelivery of the EQUIPMENT.

Following discovery of a suspect defect in workmanship during the above mentioned warranty period, the CUSTOMER shall provide SAFRAN NACELLES with a written notification of any warranty claim within thirty (30) calendar days of such discovery. Should the warranty claim is accepted, SAFRAN NACELLES shall correct any such defect free of charge, at its option, by either (i) corrective action taken in situ by SAFRAN NACELLES' specialists if the defect does not require removal of the defective EQUIPMENT or (ii) if the defect requires removal of the defective EQUIPMENT, it shall be delivered to SAFRAN NACELLES for repair or replacement. SAFRAN NACELLES reserves the right in any case to determine whether the defect requires repair or replacement. If the defect requires removal of the defective EQUIPMENT, the CUSTOMER shall arrange for transport to SAFRAN NACELLES of the defective EQUIPMENT at its own risks and expenses. The transportation costs will be reimbursed by SAFRAN NACELLES to the CUSTOMER upon submission of an invoice if the warranty claim is accepted.

The warranty period of any such remedial work shall be limited to the remaining period of warranty of the repaired EQUIPMENT as set forth in this Article 7.1.

The foregoing shall constitute the sole remedy of the CUSTOMER and the sole liability of SAFRAN NACELLES for breach of such warranty. This warranty is applicable only if: the EQUIPMENT (1) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with the then current recommendations of the OEM as stated in its manuals, Airworthiness Directives, Service Bulletins or other

written instructions; (2) has not been altered, modified or repaired by anyone other than SAFRAN NACELLES; and (3) has not been subjected to accident, misuse, abuse or neglect.

THE PRESENT WARRANTY REPLACES AND EXCLUDES ANY OTHER WARRANTY OR ANY OTHER ORAL, WRITTEN ENGAGEMENT, EXPRESS OR TACIT, SUCH AS BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AGAINST INFRINGEMENT.

This warranty is not assignable without the written consent of SAFRAN NACELLES.

SAFRAN NACELLES warrants parts and material incorporated by SAFRAN NACELLES during the SERVICES performed on the EQUIPMENT as specified in its airworthiness documentation in the limit of the OEM warranty terms and conditions transferred to SAFRAN NACELLES. SAFRAN NACELLES shall make its best efforts to ensure that the warranty it has obtained from the OEM be assigned to the CUSTOMER.

### **7.2 EXCUSABLE DELAY**

Except for the payment obligations of CUSTOMER as per Article 4.2.2 'Payment terms', either Party, CUSTOMER or SAFRAN NACELLES, shall not be liable for, nor be deemed to be in default because of any failure or delay in delivery or in the performance of any of its obligations under an ORDER which is caused by an irresistible, unforeseeable event beyond the reasonable control of the prevented Party ("Force Majeure Event") and are not caused by the fault or negligence of the other Party such as: (1) acts of God, natural disasters, fire, floods, strikes or other labor disputes, explosions or earthquakes, epidemics or quarantine restrictions, serious accidents, any acts of the Governments or Government-set priorities, war (whether declared or not), insurrection or riots, revolution, sabotage, or (2) inability beyond its control to obtain necessary and proper labor, materials, components, facilities, transportation, provided that the prevented Party shall promptly notify the other Party in writing of the Force Majeure Event and resume performance of its obligations immediately after cessation of the Force Majeure Event.

### **7.3 LIABILITY**

The total liability of SAFRAN NACELLES (including any liability for the acts or omissions of SAFRAN NACELLES' employees, agents and subcontractors) on any and all claims, whether in contract, tort (including negligence), or otherwise, arising out of, connected with, or resulting from the SERVICES, or the use, possession, operation, or maintenance of the EQUIPMENT shall in no case exceed the purchase price of the SERVICES which gives rise to the CUSTOMER's claim.

Under no circumstances shall SAFRAN NACELLES be liable to CUSTOMER for any special, indirect, punitive or consequential damages whatsoever including without any limitation any loss of revenue or profit, any loss of use of property or right, any loss of clientele, any loss of goodwill or loss of reputation or loss resulting from business disruption, even if foreseeable.

Consequently, the CUSTOMER and its insurers waive any recourse against SAFRAN NACELLES and its insurers for any loss or damage beyond that limit.

### **7.4 CONFIDENTIALITY**

CUSTOMER shall keep confidential and protect against any disclosure to third party, the document, information and data identified as confidential, received from SAFRAN NACELLES in relation to the ORDER (the "CONFIDENTIAL INFORMATION"). CUSTOMER shall:

- (i) Hold in strict confidence the CONFIDENTIAL INFORMATION, and;

- (ii) Not disclose or place at the disposal of third parties the CONFIDENTIAL INFORMATION without the prior written approval of SAFRAN NACELLES,
- (iii) Ensure that its personnel comply with all such obligations contained in this Article 7.4 'Confidentiality, and
- (iv) not reverse engineer, disassemble or decompile any of SAFRAN NACELLES' CONFIDENTIAL INFORMATION including, without limitation, any prototype, software, technical documentation or other tangible object which embody SAFRAN NACELLES' CONFIDENTIAL INFORMATION, and not to determine or attempt to determine any source code, algorithms, methods or techniques embodied in any CONFIDENTIAL INFORMATION or any portion thereof.

CUSTOMER shall not reproduce or have reproduced the CONFIDENTIAL INFORMATION without the prior written approval of SAFRAN NACELLES. Upon SAFRAN NACELLES' request, CUSTOMER shall promptly return the CONFIDENTIAL INFORMATION or take the necessary measures as indicated by SAFRAN NACELLES.

The confidentiality obligations contained herein shall continue during a ten (10) year period following the expiration or termination of the ORDER.

#### **7.5 INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the EQUIPEMENT and SERVICES supplied by SAFRAN NACELLES under an ORDER (including without limitation any patents, design rights, technical documentation, specifications and copyrights) shall remain vested in SAFRAN NACELLES (or in the third party which is the owner thereof).

For sake of clarity, nothing in these terms and conditions of sale shall be construed as granting to CUSTOMER any license on such intellectual property rights. Should the performance of the ORDER result in the creation and development by SAFRAN NACELLES of any intellectual property right, SAFRAN NACELLES shall have full title and interest in such right. In no event shall SAFRAN NACELLES be liable to the CUSTOMER for infringement of any intellectual or other similar property rights.

#### **7.6 TERMINATION**

An ORDER will be immediately terminated (without prejudice to any other right or remedy) in case of:

- CUSTOMER fails to perform any of its obligation under these terms and conditions of sale and fails to remedy such failure within ten (10) calendar days after receipt of a written notice from SAFRAN NACELLES specifying the facts constituting the default;
- CUSTOMER fails to comply with its obligations as provided in Articles 7.4 « Confidentiality », 7.3 « Liability », 5.1 « Export licence » and 7.11 « Ethics » with immediate effect, without need of judicial recourse, and without further compensation to CUSTOMER ;
- Bankruptcy of CUSTOMER, or the commencement of insolvency proceedings or the filing of a voluntary or involuntary petition in bankruptcy to the extent permitted by law;
- CUSTOMER makes an agreement with creditors compounding debts or enters into liquidation whether compulsory or voluntary other than for the purpose of amalgamation or reconstruction or become insolvent or suffers a receiver of the whole or part of its components to be appointed.

Any sums payable by CUSTOMER to SAFRAN NACELLES under the terminated ORDER shall become immediately due and payable upon the termination date.

Should such termination occurs, the CUSTOMER shall not be relieved from its payment obligation for SERVICES rendered hereunder.

#### **7.7 GOVERNING LAW AND DISPUTE**

These terms and conditions of sale and subsequent ORDERS shall be governed by and shall be interpreted in accordance with the laws of France, to the exclusion of its conflict of law rules. The application of the Vienna Convention on the International Sale of Goods shall not apply to these terms and conditions of sale and any subsequent ORDER.

All disputes between the Parties relating to the existence, validity, interpretation, performance, or otherwise, arising out of or in relation to these terms and conditions of sale and/or any subsequent ORDERS that the Parties cannot settle by mutual agreement will be finally settled by the competent courts of Paris (France).

Should any provision of these terms and conditions and/or any ORDER taken under these terms and conditions is declared illegal, void, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

#### **7.8 ASSIGNMENT – SUBCONTRACT**

Partial or total assignment of an ORDER to a third party is strictly prohibited, except with prior written consent of SAFRAN NACELLES.

SAFRAN NACELLES shall be entitled to subcontract all or part of the SERVICES to any suitable third party without the prior consent of the CUSTOMER.

#### **7.9 LANGUAGE**

All correspondence and documentation between CUSTOMER and SAFRAN NACELLES will be in the English or French Language.

#### **7.10 CUSTOMER COMMUNICATION – NOTICE**

SAFRAN NACELLES' details for all notices, requests or communications, including Maintenance, Repairs and Overhauls Activities, of CUSTOMER to SAFRAN NACELLES are:

##### **Customer Support Centre**

Route du Pont 8

BP 91

F-76700 Gonfreville l'Orcher

FRANCE

Tel: + 33 1 64 14 80 33

E-mail: support.sna@customer.safrangroup.com

All notices shall be considered as validly served if mailed in the form of prepaid registered letter with acknowledgment of receipt requested.

Please connect to SAFRAN NACELLES' CUSTOMER portal: <https://e-services.safran-nacelles.com> available 24/7, in order to get the contact names of your CUSTOMER Support Director, Sales Director, Field Service Representative and Sales Administration Agent.

#### **7.11 ETHICS**

Each Party declares that:

- It complies and will comply with any international and local anti-corruption laws or regulations (including the OECD Convention of 1997 and the United Nations Convention Against Corruption of 2003 (UNCAC),
- It has not been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-corruption laws or

regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it,

- To the best of its knowledge, no executive or manager of its company has been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against such persons.

Each Party warrants that it has not granted and shall not grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone with a view to or in exchange for the conclusion of an ORDER or a contract.

#### **7.12 PERSONAL DATA PROTECTION**

The Parties, as a data controller, may exchange contact details of the persons in charge of the management of their business relationship and of the performance of the ORDER. Both Parties undertake to comply with the national and European regulations regarding data protection and in particular to only use personal data for the purpose of performing their obligations hereunder, to implement all the necessary measures of security and confidentiality in order to protect this type of data, to ensure the compliance of potential transfer outside the European Union, to delete said data at the expiry of the retention period and to reply to any request from data subjects. Furthermore, each Party undertakes to give notification to the other Party in case of any security breach that may have consequences on the data processing.