

TERMS AND CONDITIONS OF SALE SPARE PARTS CATALOGUE

1. DEFINITIONS

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

AOG Means Aircraft On Ground. AOG applies to spare parts or assemblies that are (i) required for the dispatch of an aircraft and (ii) that are not available for the next revenue flight of the CUSTOMER. If these conditions are fulfilled, SAFRAN NACELLES shall provide the spare parts or assemblies to the forwarder designated by the CUSTOMER within four (4) hours of receipt of notification of an AOG.

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.

END ITEM Means the NACELLE major part as follows: thrust reverser, air inlet, exhaust, fan cowl doors, engine mounts and Engine Build Up (EBU).

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

GSE (or Ground Support Equipment)

Means all the equipment required on the ground to test and/or to support the operation and maintenance activities related to the NACELLE as listed in SPARE PART(s) catalogue price list.

IATA Means the International Air Transport Association.

ITEM Means any level of hardware (e.g., system, subsystem, module, accessory, component, unit, part, LRU, etc.).

LRU (or Line Replaceable Unit)

Means a NACELLE component that can be readily changed at any time on an aircraft or propulsion system during line maintenance.

NACELLE Means the assembly of END ITEMS.

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 SPARE PART(s) and/or GSE 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.

SERVICEABLE ITEM

Means an ITEM which fulfills the operational purpose for which it was initially designed and certified in accordance with relevant SAFRAN NACELLES or OEM instructions and specifications as per Component Maintenance Manual (CMM) and relevant requirements of Airworthiness Authorities.

SPARE PART(s)

Means a replacement SERVICEABLE ITEM required for maintenance, overhaul, retrofit installation or repair of the NACELLE listed in the SPARE PART(s) CATALOGUE.

SPARE PARTS CATALOGUE

Means SAFRAN NACELLES' annual Spare Parts catalogue including these terms and conditions of sale and the Spare Parts Catalogue price list.

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. SCOPE

These terms and conditions of sales define the terms and conditions under which CUSTOMER may place ORDER(s) for the purchase of SPARE PART(s) and/or GSE, unless otherwise agreed in writing by SAFRAN NACELLES and CUSTOMER in a specific contract.

Both, 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;
- The SPARE PARTS CATALOGUE;
- The ORDER(s).

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

Any ORDER issued by CUSTOMER for the purchase of SPARE PART(s) and/or GSE shall be governed by these terms and conditions of sale.

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

4.1.1 ALL ORDERS

CUSTOMER shall place ORDER(s) through SAFRAN NACELLES' customer portal and in accordance with Spec 2000.

SAFRAN NACELLES' customer portal is available 24/7. CUSTOMER shall place ORDERS on SAFRAN NACELLES' portal: <https://e-services.safran-nacelles.com>

Access to the portal is subject to CUSTOMER registration.

CUSTOMER requiring EDI (Electronic Data Interchange) ORDER processing in accordance with ATA Spec 2000 should contact the Customer Support Center (as detailed in Article 4.1.2) so that requirements can be determined and accounts established. The Spec 2000 *SITA Access Codes (LEHMMXH) listed should only be used for ORDER processing and not used for routine text messages.

SAFRAN NACELLES' customer portal offers the following features:

- Place ORDER(s);



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- Track ORDER(s) (from EDD (Estimated Delivery Date) to AWB (Air Way Bill));
- Provide shipping documentation (shipping and/or commercial invoices, delivery notes, ORDER acknowledgments, airworthiness certificates of conformity);
- Check prices of parts and/or lease equipment;
- Save your RFQ (Request For Quotation);
- Download and print yearly price catalogues;
- Request material returns & warranty claims;
- Consult your account status;
- Find IP (Initial Provisioning) recommendations & place IP ORDER(s);
- Download your Tech Pub on E-Library;
- Follow up your Repair Status & your Standard exchange;
- Download SAFRAN NACELLES Quality Certificates.

CUSTOMER may also place ORDERS to the address stated below: **SAFRAN NACELLES**
Customer Support Centre
 Route du Pont 8
 BP 91
 F-76700 Gonfreville l'Orcher
 FRANCE
 SITA ADDRESS: LEHMMXH
 TELEPHONE: + 33 1 64 14 80 33
 VENDOR CODE: F 3700
 SPEC 2000 – *SITA ACCESS CODE: LEHMMXH

CUSTOMER shall provide SAFRAN NACELLES with all the necessary information in order to ensure deliveries.

4.1.2 ORDER TIMING

CUSTOMER shall place ORDER(s) with the lead time as specified in the SPARE PARTS CATALOGUE.

Nevertheless, in case of emergency ORDER(s), SAFRAN NACELLES shall then advise CUSTOMER of the action taken on emergency ORDERS (AOG, Critical and Expedite) as follows:

- **AOG** _____ within four (4) hours;
- **Critical** _____ within twenty-four (24) hours;
(Imminent AOG or work stoppage)
- **Expedite** _____ within seven (7) calendar days;
(Less than published or quoted lead time)

from the date of receipt by CUSTOMER of the ORDER acknowledgement.

CUSTOMER shall place AOG ORDER(s) on SAFRAN NACELLES' portal: <https://e-services.safra-nacelles.com>

CUSTOMER may also place AOG ORDERS to the Customer Support Centre available 24 hours a day, and 7 days a week. In order to ensure the quickest response, CUSTOMER shall notify SAFRAN NACELLES of all AOG requirements by telephone in advance of a formal ORDER. Initial notification by e-mail to SAFRAN NACELLES of an AOG requirement will not be accepted by SAFRAN NACELLES.

The Customer Support Centre's details for AOG support are:

Tel: 33 (0)1.64.14.80.33

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

Short cycle ORDER(s) (i.e. ORDER(s) on the current day and/or the next calendar day for delivery) affect SAFRAN NACELLES delivery schedules and planned allocations to customers who purchase at normal lead time. Short cycle OR-

DER(s) such as AOG and Critical shall be limited to line maintenance items and shall be used only in the event of actual AOG situation or work stoppage.

In addition, CUSTOMER will be required to provide SAFRAN NACELLES with information, including but not limited to:

- Aircraft registration number,
- Work stoppage justification,
- Location where aircraft will be repaired,
- Next scheduled flight.

In absence of the above, and/or in case of abuse of short cycle ORDERS, SAFRAN NACELLES reserves the right to charge, at its discretion, an additional 600 USD fixed price to the invoice.

4.1.3 GENERAL TERMS FOR ORDER ADMINISTRATION

An ORDER or a request for quotation shall be deemed to be an offer by CUSTOMER and a written acceptance of it by SAFRAN NACELLES shall create the sale contract between SAFRAN NACELLES and CUSTOMER. SAFRAN NACELLES reserves the right to decline any ORDER submitted for SAFRAN NACELLES' acceptance.

Any CUSTOMER's specific requirements in terms of price, part number or lead-time shall be agreed by SAFRAN NACELLES before the acceptance by SAFRAN NACELLES of the ORDER. SPARE PART delivered to CUSTOMER may deviate from the SPARE PART ordered by CUSTOMER. Such deviations correspond to the part configuration required to facilitate installation during re-assembly.

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 CUSTOMER ORDER number, part numbers, prices, quantities, delivery schedule and/or any other information required for the specific transaction.

Any cancellation, rescheduling, modification and/or reduction of an ORDER ("Changes") are subject to the prior written approval of SAFRAN NACELLES. Unless otherwise agreed in writing by SAFRAN NACELLES, any such Changes made at CUSTOMER's request shall incur charges, which shall vary according to the time remaining before the scheduled shipment date. The charges are detailed in the following table:

Number of calendar days prior to scheduled shipment date	Percentage of initial ORDER value
0-30	100%
31-60	85%
61-90	65%
91-120	45%
121-150	30%
151-183	15%

CUSTOMER shall pay SAFRAN NACELLES such charges according to the payment terms set forth in Article 4.2.5 'Payment terms'.

SAFRAN NACELLES Cage Code is:
SAFRAN NACELLES FR; Cage Code F3700



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Any ORDER shall be sent to the Customer Support Centre ir-
respectively of the source of manufacture.

4.2 PRICE QUOTATIONS AND PAYMENTS

4.2.1 PRICE CATALOGUE

The SPARE PARTS catalogue price list of the SPARE PARTS CATALOGUE will contain the following information:

- SAFRAN NACELLES Part Number;
- Description;
- Unit price;
- Unit of measure;
- Estimated delivery lead time in calendar days;
- Minimum Order Quantity ("MOQ");
- Pack Quantity ("Pack Qty");

And where applicable:

- Manufacturer Part Number and Code.

The SPARE PARTS catalogue price list complies with ATA Spec.100 technical data.

4.2.2 MINIMUM ORDER QUANTITY & PACK QUANTITY

SAFRAN NACELLES has a \$250 minimum requirement for each purchase ORDER line item.

Shipping quantities, even for AOG ORDER(s) will be rounded up to a multiple of the indicated catalogue unit pack quantity.

4.2.3 QUOTATIONS FOR NON-CATALOGUED OR NON-QUOTED SPARE PARTS OR GSE

Upon CUSTOMER written request, SAFRAN NACELLES shall provide a written quotation of price for non-catalogued or non-quoted SPARE PARTS and GSE. SAFRAN NACELLES shall acknowledge receipt in writing of requests for quotation. Prices quoted shall be valid for thirty (30) calendar days from issuance unless otherwise stated in writing in the quotation.

4.2.4 PRICES CONDITIONS

All prices of the SPARE PARTS catalogue price list are FCA: nearest international airport to SAFRAN NACELLES' stock location where the SPARE PART and/or GSE is available. For emergency ORDERS (AOG, Critical or Expedite), SAFRAN NACELLES reserves the right to apply an extra charge.

All prices of the SPARE PARTS catalogue price list are exclusive of any taxes or duties which could be levied in connection with the sale, delivery or use of the SPARE PARTS and/or GSE. All such taxes and duties are for the account of CUSTOMER.

All prices of the SPARE PARTS catalogue price list are in United States Dollars (USD) and valid from January 1st to December 31st 2021. In case of error and/or omissions in the SPARE PARTS catalogue price list, a revised SPARE PARTS

4.2.6 BANK ADDRESS

Bank address	Currency	Bank code	Bank office	Account number	IBAN
SOCIETE GENERALE Paris Opera	EUR GBP	30003 30003	03620 01020	00020062210-93 00078024838-41	FR76 30003 03620 00020062210 93 FR76 30003 01020 00078024838 41 BIC ADRESSE SWIFT: SOGEFRPPHPO
New York Branch 245 Park Avenue New York 10167, USA Telex ITT 428802 Cable SOCIEGEN	USD	SOGEUS33		00182303	CODE ABA: 026004226

price notice will be issued by SAFRAN NACELLES and such revised SPARE PARTS price notice shall apply from the date of revised notice issuance.

SAFRAN NACELLES shall charge the prices which are valid at the time of receipt of ORDER provided that SPARE PARTS and/or GSE are requested to be delivered within the lead time specified in the SPARE PARTS catalogue price list.

In the event that CUSTOMER requests a delayed shipment schedule, SAFRAN NACELLES shall have the right to review and adjust the price accordingly.

When an ORDER requests SPARE PARTS and/or GSE to be delivered beyond the lead time specified in the SPARE PARTS catalogue price list, SAFRAN NACELLES shall charge the prices which are valid at the time of delivery.

4.2.5 PAYMENT TERMS

SAFRAN NACELLES invoices sent to CUSTOMER shall be paid by CUSTOMER no later than thirty (30) calendar days net from issuance date. SAFRAN NACELLES will invoice CUSTOMER at the shipment date of the ordered SPARE PARTS and/or GSE.

However, ORDER(s) of an amount in excess of \$ 500 000 (or equivalent in applicable currency) or ORDERs of END ITEMS will be accepted by SAFRAN NACELLES only upon receipt of a 30 % down-payment by CUSTOMER, payable at the date of placement of the ORDER and the delivery time shall be calculated by SAFRAN NACELLES only upon payment of this down payment. SAFRAN NACELLES will invoice CUSTOMER for the remaining 70% at the shipment date of the ordered ITEMS and such invoice shall be paid by CUSTOMER no later than thirty (30) calendar days from issuance date.

Notwithstanding anything to the contrary, SAFRAN NACELLES reserves the right to apply specific payment conditions.

Payments shall be made in USD by wire transfer, direct to SAFRAN NACELLES' Bank Account:

- Company **SAFRAN NACELLES**
- Address..... Route du Pont VIII BP 91
76700 Gonfreville l'Orcher
FRANCE
- Registration..... SIREN N° 352 050 512 RCS Le Havre
- Code NAF353A
- Vendor Code..... F3700
- VAT#..... FR 28 352 050 512

Accounts entering collections will be charged with all associated costs.

Unless otherwise agreed to in writing by the Parties, all payments due to SAFRAN NACELLES shall be made in full without offset or counterclaim and without deduction/discount or withholding of any kind.



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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 late payment, SAFRAN NACELLES reserves the right to suspend any deliveries. SAFRAN NACELLES also reserves the right to request other payment terms to CUSTOMER (such as but not limited to stand by letter of credit, down-payments or cash in advance payments), or to terminate, in whole or in part, any ORDER as per Article 6.6 'Termination' hereunder without possible recourse from CUSTOMER.

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 or not with the ORDER).

4.2.7 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 canceled.

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 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 re-transfer or re-export, directly or indirectly, any such products, technology and/or information subject to these terms and conditions, 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) 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 assurances 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 SPARE PART(s) and/or GSE and associated commodities, software and technical data, directly or indirectly to embargoed destinations, prohibited parties or parties involved in proscribed activities, to the extent required in the relevant part of the Regulations. The case arising, the CUSTOMER shall be the importer and exporter of record of the SPARE PART(s) and/or GSE 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 such SPARE PART(s) and/or GSE. 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 any of its obligation to pay SAFRAN NACELLES for any ORDER performed and/or initiated and any other charges, which are the obligation of the CUSTOMER hereunder.

5.2 PACKAGING

SPARE PARTS and/or GSE will be packed in accordance with ATA 300, as required. Any additional packaging or packing cases required by CUSTOMER shall be chargeable in addition to CUSTOMER.

5.3 DELIVERY

All SPARE PARTS and/or GSE if available will be delivered FCA: nearest international airport to SAFRAN NACELLES' stock location where the SPARE PARTS and/or GSE are located.



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All END ITEMS and lease of END ITEMS will be delivered FCA: SAFRAN NACELLES' warehouses at the following locations:

- France: Mitry Mory (near CDG airport)
- UK: Hayes (near LHR airport)
- USA: Dallas (near DFW airport)
- Asia: Singapore (SIN airport logistics park)
- UAE: Dubai (DWC airport logistics zone)

Upon request, SAFRAN NACELLES will provide CUSTOMER with delivery status reports according to the above delivery conditions concerning SPARE PARTS and/or GSE ordered.

5.4 INCOMING MATERIAL INSPECTION – RETURN OF SPARE PARTS AND GSE

5.4.1 INCOMING MATERIAL INSPECTION

It is the responsibility of CUSTOMER to perform an incoming inspection of the SPARE PARTS and/or GSE.

CUSTOMER shall advise SAFRAN NACELLES in writing of:

- a) All alleged shortages or over shipments within forty-eight (48) hours after delivery; and
- b) All discrepancies found on all SPARE PARTS and/or GSE subject to inspection by CUSTOMER within ten (10) calendar days after delivery.

After the term indicated at point b), the SPARE PARTS and/or GSE shall be considered accepted by CUSTOMER. Such inspection shall in no way waive CUSTOMER's rights according to the provisions set forth in Article 6.1 'Warranty'.

CUSTOMER shall not return any over shipment or non-conform SPARE PARTS and/or GSE without the prior written consent of SAFRAN NACELLES.

5.4.2 RETURN OF SPARE PARTS AND GSE

SPARE PARTS returned to SAFRAN NACELLES at the request of CUSTOMER for reasons other than warranty, over shipment or discrepancies, are subject to prior written approval of SAFRAN NACELLES and inspection upon receipt by SAFRAN NACELLES. Return of GSE is not covered for reasons other than warranty or discrepancies.

Such returned SPARE PARTS and/or GSE shall be new, unused, undamaged and must be accompanied by the original EASA Form 1 or Certificate of Conformity. Shelf life items for return and/or exchange are not accepted by SAFRAN NACELLES.

Return Material Authorization Engagement Form duly fulfilled and signed will have to be returned to SAFRAN NACELLES prior shipment. CUSTOMER shall bear all costs, risks and expenses (transportation, custom duties, insurance, etc...) incurred by this return.

Where the return of the SPARE PARTS and/or GSE is agreed, a re-stocking fee will apply. Such re-stocking fee will be 500 USD or 100% of the purchased value of returned SPARE PARTS and/or GSE, whichever is greater.

In case of a deviation to the above returned conditions (such as but not limited to material used, damaged, incomplete or EASA form missing) notified during material receipt, SAFRAN NACELLES will reject material return approval for any subsequent CUSTOMER request.

5.5 TRANSFER OF RISK AND TITLE

Risks to the SPARE PARTS and/or GSE shall pass onto CUSTOMER from its delivery according to the applicable Incoterms.

Title to the SPARE PARTS and/or GSE shall pass onto CUSTOMER after full payment to SAFRAN NACELLES of amounts

invoiced. Until title passes, CUSTOMER shall hold the SPARE PARTS and/or GSE as bailee for SAFRAN NACELLES. SAFRAN NACELLES reserves all rights to the SPARE PARTS and/or GSE until full payment by CUSTOMER.

CUSTOMER undertakes to subscribe and maintain until the transfer of title or return to the SPARE PARTS and/or GSE, from a recognized insurance company, an insurance policy covering "all risks property damages" to the SPARE PARTS and/or GSE delivered. This insurance shall be sufficient to cover at all time the replacement value of the SPARE PARTS and/or GSE until full payment for such SPARE PARTS and/or GSE. Upon SAFRAN NACELLES' request, CUSTOMER shall provide with the corresponding certificate issued by the insurance company which shall identify the type of insurance policy, the amount of coverage and the termination date.

6. GENERAL PROVISIONS

6.1 WARRANTY

6.1.1 STANDARD WARRANTY

The warranty period ("Warranty Period") applicable to SPARE PARTS is twelve (12) months from the delivery of the SPARE PARTS according to the applicable Incoterms.

During such Warranty Period, SAFRAN NACELLES warrants each SPARE PART will be:

- Free from defects in material and workmanship;
- Conform to the aircraft manufacturer's and/or SAFRAN NACELLES' applicable descriptions, specifications and drawings;
- Free from design defects having regard to the state-of-the-art at the time of the design;
- Suitable for the intended purposes and normal use as set forth in the relevant specifications.

Provided that SAFRAN NACELLES receives a written notice from CUSTOMER providing that such SPARE PART fails to comply with the warranty set forth in this Article 6.1 'Warranty', and that SAFRAN NACELLES receives such written notice within thirty (30) calendar days of discovery of the non-conformity, SAFRAN NACELLES shall, at its own discretion, repair or replace free of charge such SPARE PART.

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.

The obligations of SAFRAN NACELLES and the rights of CUSTOMER as regards to defect of conformity, whatever can be the cause for it, only and are exclusively governed by the provisions of this clause of warranty. SAFRAN NACELLES will be released from any responsibility for any defect or damage which appears after the expiry of the Warranty Period referred to above.

Specific warranty terms and conditions shall apply for the GSE as provided in SAFRAN NACELLES' GSE user's manual. Warranty of individual spare part from BFE (Buyer Furnished Equipment) kits such as QEC (Quick Engine Change) is not covered by SAFRAN NACELLES and would have to be addressed to the designated BFE vendor.



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6.1.2 WARRANTY EXCLUSIONS

SAFRAN NACELLES shall not be liable for failures or defects which an examination discloses as due to the act of CUSTOMER as follows:

1. Tampering;
2. Misuse or abnormal use;
3. Abuse;
4. Neglect;
5. Improper storage or maintenance;
6. Use in a manner which such SPARE PART is not intended to be used;
7. Improper test, repair, modification, overhaul, or poor workmanship or use of defective material;
8. Test, repair, modification, overhaul or use by third party non-authorized by SAFRAN NACELLES;
9. Failure caused by a reason external to the SPARE PART (such as but not limited to foreign object damage, other components out of SAFRAN NACELLES scope, etc...); or
10. In all other instances except for defects in material or workmanship directly attributable to SAFRAN NACELLES.

Such cases shall be subject to specific quotation proposal by SAFRAN NACELLES to CUSTOMER.

CUSTOMER is advised that use of replacement parts not officially authorized by the OEM may substantially impede the engineered product performance. All guarantees and warranties granted hereunder shall therefore be void, and CUSTOMER shall bear sole liability, when use of these parts cause directly or indirectly a defect or issue on SAFRAN NACELLES' SPARE PARTS or equipment.

SPARE PARTS shall not be regarded as containing a defect or failure merely because some modification or alteration thereof is required to be made by an airworthiness authority or by any manufacturer's service bulletin after delivery of the SPARE PARTS.

6.1.3 TRANSPORTATION CHARGES

CUSTOMER will bear for all SPARE PARTS under warranty claim all transportation charges both ways. CUSTOMER will act in order to minimize the transport costs. Should the SPARE PARTS be taken under warranty, then transport charges will be credited to the CUSTOMER as part of the warranty claim. Credit will be given at the same time that claim is adjudicated.

6.2 EXCUSABLE DELAYS

Except for the payment obligations of CUSTOMER as per Article 4.2.5 '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.

6.3 LIABILITY

SAFRAN NACELLES' total liability in connection with an ORDER for direct damages shall be limited to the amount paid by CUSTOMER to SAFRAN NACELLES under such ORDER.

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.

6.4 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 6.4 '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.

6.5 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the SPARE PARTS and the GSE 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.

6.6 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;



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- CUSTOMER fails to comply with its obligations as provided in Articles 6.4 « Confidentiality », 6.3 « Liability », 5.1 « Export licence » and 6.11 « 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.

6.7 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. 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 ORDERS.

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

6.8 ASSIGNMENT

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

6.9 LANGUAGE

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

6.10 CUSTOMER COMMUNICATIONS - 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.

6.11 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.

6.12 PERSONNAL 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.