

## GENERAL TERMS AND CONDITIONS OF SALE

The FIGEAC AERO group, hereinafter referred to as the "Supplier," consists of the following companies:

- **FIGEAC AERO:** société anonyme (joint-stock company), with share capital of 5.138.546,88 euros, registered with the RCS (trade and companies register) in Cahors under number 349 357 343, having its registered office at Zone Industrielle de l'Aiguille - 46100 FIGEAC, FRANCE;
- **FIGEAC AERO GROUP SERVICES:** société par actions simplifiée (simplified joint-stock company), with share capital of 150.000,00 euros, registered with the RCS (trade and companies register) in Cahors under number 832 847 248, having its registered office at Zone Industrielle de l'Aiguille - 46100 FIGEAC, FRANCE ;
- **FGA PICARDIE:** société par actions simplifiée (simplified joint-stock company), with share capital of 500.000,00 euros, registered with the RCS (trade and companies register) in Amiens under number 533 995 684, having its registered office at Rue Maryse Bastie - 80300 MEAULTE, FRANCE;
- **FIGEAC AERO MAROC:** société à responsabilité limitée (private limited company), with share capital of 60.000.000,00 MAD, registered with the trade register in Casablanca under the chronological number 12633, having its registered office at 49 rue Jean Jaures Gauthier, CASABLANCA, MOROCCO;
- **FIGEAC AERO TUNISIE:** société à responsabilité limitée (private limited company) , with share capital of 4.000.000,00 dinars, registered with the trade register in Tunis under the number 1125929Q, having its registered office at Rue Gafsa Zone Industrielle M'Ghira III - 2082 FOUCHANA, TUNISIA;
- **FIGEAC AERO NORTH AMERICA :** company, with share capital of 370.838,00 dollars, registered under the number 2765584, having its registered office at 9313 East 39th street North – 67226 WICHITA KS, UNITED STATES OF AMERICA;
- **SN AUVERGNE AÉRONAUTIQUE:** société par actions simplifiée (simplified joint-stock company), with share capital of 2.000.000,00 euros, registered with the RCS (trade and companies register) in Clermont-Ferrand under number 824 245 104 , and having its registered office at 1 rue Touria Chaoui - 63510 AULNAT, FRANCE;
- **CASABLANCA AÉRONAUTIQUE:** société à responsabilité limitée de droit étranger (private limited company under foreign law) with share capital of 61.000.000,00 MAD, registered with the trade register in Casablanca under the chronological number 12261 and having its registered office at Aéroport de l'Aéroport Mohamed V - 27000 NOUASSEUR , MOROCCO ;
- **MÉCANIQUE DE TRAVAUX INDUSTRIELS :** société par actions simplifiée (simplified joint-stock company), with share capital of 152.449,02 euros, registered with the RCS (trade and companies register) in Rodez under number 394 223 804 and having its registered office at Zone Industrielle du Combal - 12300 DECAZEVILLE, FRANCE;
- **ATELIERS TOFER:** société par actions simplifiée (simplified joint-stock company), with share capital of 400.000,00 euros, registered with the RCS (trade and companies register) in Toulouse under number 700 802 135 and having its registered office at Zone Artisanale de Bogues - 31750 ESCALQUENS, FRANCE;
- **TOFER EUROPE SOLUTIONS:** société à responsabilité limitée (private limited company), with share capital of 16.000,00 euros, registered under the number B2867711, and having its registered office at Sat Negoiești, Comuna Brazi, Strada Piatra Craiului, Nr. 7, Zone Industrială Dibo, Hala NR 10, JUDET PRAHOVA - ROMANIA;
- **MECABRIVE INDUSTRIES:** société par actions simplifiée (simplified joint-stock company), with share capital of 3.050.000,00 euros, registered with the RCS (trade and companies register) in Brive under number 453 806 267, and having its registered office at 1 impasse Langevin - 19100 BRIVE-LA-GAILLARDE, FRANCE.

### Definitions:

The clause headings of these General Terms and Conditions of Sale shall not affect its interpretation. Unless otherwise indicated, terms beginning with a capital letter and used herein in the singular or plural shall have the meaning defined below:

**GTCS:** means these General Terms and Conditions of Sale

**Supplier:** means one of the entities of FIGEAC AERO group.

**Customer:** means the natural or legal person who purchases and receives the Supplier's Products and/or Services.

**Party:** means the Supplier or the Customer, and in the plural it means both.

**Manufacture:** means the work performed by the Supplier in its workshops to produce the Products ordered by the Customer in accordance with the Customer's Technical Specifications.

**Product:** means the aeronautic or industrial mechanics parts, assemblies and sub-assemblies, finished objects, tooling and deliverables manufactured by the Supplier on instruction from the Customer, in accordance with the Technical Specifications supplied by the Customer.

**Service:** means processing, modification, manufacture or assembly and any other service performed by the Supplier at its premises or not, on the instructions of the Customer and according to the Technical Specifications supplied by the Customer.

**Entrusted Product:** product and/or tooling belonging to the Customer on which the Supplier's Services and/or the Manufacture of the Products may be performed. Entrusted Product are under Supplier's responsibility.

**Tooling:** goods manufactured by the Supplier or loaned by the Customer to manufacture the Products or perform the Services.

**Technical Specifications:** means all of the Customer's technical requirements, which define every aspect of the Products to manufacture or Services to perform and the nature and terms of inspections, controls and testing required for their acceptance. The Technical Specifications must be clear, legible and precise. They are provided to the Supplier for preparation of the Commercial Proposal and/or the performance of the Order.

**Commercial Proposal:** commercial offer issued by the Supplier. It mentions the Customer's Technical Specifications and is indexed. It specifies, without being limitative, validity dates, price excluding taxes, economic manufacturing quantity, a manufacturing cycle, incoterm and payment deadlines. The GTCS complete the Commercial Proposal.

**Order:** means any order for a Product or Service issued by the Customer to formalize a desire to purchase from the Supplier in accordance with the Supplier's Commercial Proposal, the GTCS and/or the Contract.

**Confidential Information:** means, without limitation any proprietary, confidential and sensitive commercial, technical, financial or any kind information and/or data whatsoever, know-how, specifications, design, drawing, samples, models equipment, processes, hardware, software directly or indirectly disclosed by one Party to the other Party to manufacture the Product and/or perform the Services, either in writing, orally, or by any other mean or form. It is understood between Parties that the absence of words "confidential" or "proprietary" on the Confidential Information when disclosed shall have no impact on its qualification as Confidential Information as set out in these GTCS.

**Contract:** means the contract signed by the Parties, its appendices and any subsequent amendment.

### 1: Purpose

**1.1** These GTCS constitute the sole basis of the business relations between the Supplier and its Customer pursuant to Article L 441-1 of the French Commercial Code.

**1.2** Their purpose is to define the conditions in which the Supplier supplies the Customer with the Products and Services relating to its activity of manufacturing, producing, selling or subcontracting aeronautic or industrial mechanics parts, assemblies or sub-assemblies.

### 2: Scope

**2.1** These GTCS shall apply without limitation or qualification to all business relations existing between the Supplier and the Customer in the aeronautic sector, or any other sector concerned by the Product and/or Service, regardless of the documents proposed by the Customer, in particular, its general terms and conditions of purchase, which are excluded therefrom.

**2.2** All Product and/or Service Orders imply full acceptance of these GTCS by the Customer.

**2.3** In addition, the Parties may agree on special terms and conditions of sale. However, if a situation is not provided for by the Commercial Proposal or the Contract, these GTCS shall be referred to, unless they are expressly excluded by written agreement between the Parties.

### 3: Proposals and Orders

#### 3.1 Request for proposals

The Commercial Proposal is issued by the Supplier's sales department or by any authorized person in response to the Customer's request for proposals accompanied by Technical Specifications.

#### 3.2 Validity of the Commercial Proposal

The Commercial Proposal shall be valid for thirty (30) calendar days. The Commercial Proposal is binding for the duration of its validity; it may however be revised by the Supplier in the case specified in clause 4.3 and 6.1.4 hereof. If the Customer does not place an Order within this period of thirty (30) calendar days following issuance of the Commercial Proposal, the latter shall expire. A new Commercial Proposal shall be issued by the Supplier. Also, if the Customer modifies the Technical Specifications, a new Commercial Proposal shall be issued by the Supplier. New Commercial Proposals supersede previous ones.

#### 3.3 Order format

Orders issued by the Customer are in the form of written documents; paper, electronic or any other format. The Supplier shall not be held liable for the consequences of any defects affecting any of the materials and computer files provided to it by the Customer, in particular, viruses, spam, and writing flaws. The Customer shall ensure its information systems are compatible with those of the Supplier, who shall not be held liable for any consequences resulting from the failure of its software to read files provided by the Customer.

#### 3.4 Content of Orders

The Order must comply with the Commercial Proposal or the Contract and must at least specify the following information and references:

- a) description and reference of the Product or Service;
- b) quantity of Product or Service;
- c) reference of the Technical Specifications of the Product or Service and any modifications accepted by the Supplier;
- d) price;
- e) delivery date;
- f) reference number of the Commercial Proposal or Contract;
- g) any special terms and conditions that may have been agreed between the Parties in addition to the Commercial Proposal
- h) place of delivery in accordance with the agreed incoterm

#### 3.5 Order compliance and acceptance

Should the Order fail to comply with the Commercial Proposal or the Contract, the Supplier reserves the right to make reservations or refuse the Order, at no expense to the Supplier. Acknowledgment of receipt by the Supplier without reservation shall constitute acceptance of the Order.

#### 3.6 Minimum amount

No Order for an amount under three hundred (300) euros, or its equivalent in any other currency, shall be accepted.

#### 3.7 Order modification and cancellation

In the case of modifications, accepted or otherwise, or in the case of total or partial cancellation of an Order placed, for any reason, the Customer shall pay the Supplier, upon receipt of an invoice issued for this purpose, for any stock, work-in-progress and labor relating to the initial Order.

If payment on account was made by the Customer, the amount of the payment on account shall be deducted from the amount invoiced in this respect. Without prejudice to any action the Supplier may be entitled to bring, and in addition to the aforementioned provisions, in the case of modification or cancellation of an Order without reasonable notice, regardless of the reason save force majeure, the Supplier reserves the right to claim the amount of one hundred and fifty (150) euros from the Customer in respect of administrative costs incurred by the modification or

cancellation of each Order. No compensation shall be due where the cancellation is attributable to a fault on the Supplier's part.

#### **4: Prices and payment deadlines**

##### **4.1 Payment**

Payments shall be made by wire transfer to the Supplier's bank account indicated on the invoice, it being specified that industrialization and tooling fees shall be paid for by the Customer prior to the start of Manufacture of the Products or performance of the Services.

##### **4.2 Prices**

The Products and Services shall be supplied at the prices mentioned in the Commercial Proposal sent to the Customer or in the Contract. Prices are indicated net and exclusive of taxes. All VAT, taxes, duties or other charges to be paid under French or foreign regulations shall be borne by the Customer.

##### **4.3 Price revision**

Prices are firm and non-revisable during their validity period as indicated by the Supplier; the validity period for prices may be agreed between the Parties. However, if no validity period is provided or agreed upon, the Supplier reserves the right, to its benefit, to review the prices once a year if events take place that modify the economics of business relations or of the Contract. Circumstances that may reopen the right to a price review correspond to events that the Supplier could not foresee that make it reasonably impossible to fulfill the Order. These events may refer to the following indicators, without this list being exhaustive:

- increased cost of materials, hardware, ingredients and consumables;
- labor cost
- inflation rate
- transport costs if these are borne by the Supplier, in accordance with the incoterm specified in the Commercial Proposal or the Contract

In general, prices will always be reviewed by the Supplier in the event that financial charges exceed the profit from sales initially projected.

##### **4.4 Price updates**

Special pricing conditions may be applied according to the specificities requested by the Customer. Any modifications requested by the Customer may only be taken into account, subject to the Supplier's capabilities and at the latter's sole discretion, when set out in a supplementary agreement to the Commercial Proposal or to the Contract indicating the updated prices proposed by the Supplier and a new Order from the Customer.

##### **4.5 Invoices**

Invoices shall be issued when the Products and/or Services and/or Entrusted Products are made available (or delivered depending on the Incoterm 2020 agreed upon), with the exception of invoices relating to industrialization and tooling fees, which shall be issued prior to the start of Manufacture or performance of the Service.

##### **4.6 Terms of payment**

All invoices must be settled by the Customer no later than thirty (30) days from the end of the month in which the invoice is issued, paid the tenth (10<sup>th</sup>) Day of the next calendar month.

Different terms of payment may be set out in the Commercial Proposal from the Supplier or in the Contract, provided that they comply with Article L441-10 of the French Commercial Code. In this case, if the special conditions of the Commercial Proposal or of the Contract are more favorable to the Customer than those indicated above, they shall become obsolete in the event of a delay in payment and these GTCS shall apply (unless the latter are excluded by the Parties).

##### **4.7 Security**

The Supplier reserves the right, at all times, to request the Customer to provide a guarantee in any form (switchover to pro-forma, bank guarantee, surety bond, letter of credit, etc.), which the Customer accepts.

##### **4.8 Modification of terms of payment**

The Customer may not invoke any grounds for postponing or modifying the terms of payment, in particular, an objection regarding the quality or non-conformity of the Products or Services.

#### **5: Penalties**

##### **5.1 Interest**

Any delay in the payment of an outstanding invoice, regardless of the amount and the method of payment, shall result in late payment interest being charged to the Customer, without any formal notice being required and without prejudice to any other action that the Supplier may be entitled to bring, at a rate corresponding to three (3) times the statutory interest rate plus ten (10) points.

##### **5.2 Payability**

The above-mentioned interest shall be payable from the day following the payment due date.

##### **5.3 Recovery costs**

The Supplier shall be fully entitled to collect recovery costs of forty (40) euros in the event of late payment. Should the recovery costs exceed this amount, the Supplier reserves the right to require additional compensation.

##### **5.4 Rights of the Supplier**

Non-payment of a single invoice on its due date authorizes the Supplier to suspend delivery of the Products or performance of the Services without incurring liability in any regard and/or to reduce or cancel rebates granted.

##### **5.5 Discount**

Discount will be authorized at the sole discretion of the Supplier.

##### **5.6 Offsetting**

No offsetting of any form shall be legitimately accepted without prior written consent from the Supplier and unless reciprocal debts and receivables are unequivocal, due and payable.

##### **5.7 Supplier penalties**

Any penalties imputable to the Supplier, for whatever reason, are limited to twenty (20) percent of the price of the Product or Service.

#### **6: Deliveries**

##### **6.1 Deliveries**

**6.1.1** Time limits for provision or delivery according to the agreed incoterm are specified in the Commercial Proposal or in the Contract. If they are not specified, time limits for provision or delivery are given for information purposes only, and overrunning these time limits shall not give rise to any compensation. However, the Supplier undertakes to provide the Services, to deliver the Products or Entrusted Products within reasonable time periods and to inform the Customer of any disruptions.

It is specified that in the case of time limits agreed upon by the Parties:

- Regarding performance of Services on Entrusted Products, these run from receipt of the Entrusted Products, provided that the latter were not subject to a quality notification issued by the Supplier pursuant to clause 6.1.2 hereof. Otherwise, time limits run from receipt of a dispensation from the Customer;
- For the manufacture of Products and/or the performance of any other Service, time limits run from acceptance of the Order by the Supplier.

**6.1.2** On receipt of the Entrusted Products, the Supplier shall carry out a quality control. If the Entrusted Products contain any defect(s), the Supplier shall send the Customer a quality notification no later than ten (10) days after their receipt. The Customer will have a fifteen (15) day period to return the Entrusted Products or send a dispensation to the Supplier.

**6.1.3** The Supplier shall in no case be held liable in the case of a delay or a suspension of provision or delivery attributable to the Customer, to the subcontractor, to the Supplier's supplier or to an event of force majeure.

**6.1.4** The time limits indicated in the Commercial Proposal or in the Contract may be extended/revised at the Supplier's request following industrialization of the Products and/or of the Services, and at any time for any reason beyond its control leaving it unable to fulfill its obligations, and without giving rise to any compensation.

##### **6.2 Transfer of risk**

**6.2.1** The incoterm is set out in the Commercial Proposal or in the Contract; failing this, transport is carried out according to incoterm EXW (Incoterm 2020) and provision is always deemed to take place at the Supplier's workshops; Products or Entrusted Products travel at the Customer's expense and risk. Collection is deemed to have taken place, either by the Customer or by a transporter assigned by the Customer, by issuance of a collection slip signed by the representatives of each party. The Customer acknowledges that the Supplier is deemed to have fulfilled its obligation of provision as soon as it makes the Entrusted Products and/or the Products and/or the Services ordered available to the Customer or the transporter.

**6.2.2** The transporter assigned by the Customer is deemed to have verified the apparent condition of the Products, Entrusted Products and/or Services upon their collection. Any reservations must be notified no later than five (5) days after collection. If no reservation is notified within this deadline, the Products, the Services and/or the Entrusted Products provided by the Supplier shall be deemed compliant with the Order in terms of quantity, quality and conformity.

**6.2.3** The packaging of the Products or Entrusted Products shall meet the criteria defined in the Technical Specifications of the Customer and shall be supplied by the latter. Failing this, the Supplier shall choose the most suitable packaging for the Products and/or Entrusted Products at the Customer's expense.

**6.2.4** If the Customer is unable to collect the Products, the Services and/or the Entrusted Products ordered, a second notification of availability shall be issued and shall constitute acceptance. A daily penalty fee corresponding to two (2) percent of the Order amount excluding taxes shall be due beyond the first business day of delay after sending of the notification of availability. The Products or Entrusted Products shall be stored and invoiced at the Customer's risk.

#### **7: Tooling**

##### **7.1 Tooling manufactured by the Supplier**

Tooling manufactured by the Supplier shall be the property of the Customer when paid in full (application of clause 8 hereof). Tooling shall be manufactured according to the Technical Specifications supplied by the Customer.

##### **7.2 Tooling loaned by the Customer**

**7.2.1** Tooling loaned by the Customer shall be marked by the Supplier as being the property of the Customer using suitable labels.

**7.2.2** The Supplier undertakes to take out the appropriate insurance policies to cover all the borrowed tools it has under its responsibility.

##### **7.3 General terms**

**7.3.1** Irrespective of the owner of the Tooling defined in clauses 7.1 and 7.2 hereof:

- The Supplier shall notify the Customer of its Tooling needs in order to fulfill its obligations under the Order;
- The Supplier agrees to carry out the appropriate maintenance on the Tooling, at its expense;
- In the case of normal wear and tear of the Tooling (reaching end of life) or in the case of premature wear and tear for a reason attributable to the Customer (such as, without being limitative, an increased production rate), the costs of replacement or repair shall be borne by the Customer;
- The Supplier agrees to only use the Tooling for Manufacture of the Customer's Products and/or for performance of the Services, unless it obtains prior written consent from the Customer.

**7.3.2** Without prejudice to the transfer of ownership referred to in clause 7.1, where Tooling is manufactured by the Supplier:

- In the case of termination of the Contract or the conclusion of business relations for any reason, the Customer must retrieve all the Tooling concerned, at its expense, subject to their payment.
- If the Manufacture of Products or the Services are suspended, the Tooling shall be either retrieved by the Customer, at its expense, for the duration of the suspension, subject to their payment, or stored by the Supplier. If the Tooling is stored by the Supplier, the latter reserves the right to invoice a storage fee to the Customer.

#### **8: Retention of title clause**

**8.1** The Supplier retains title to the Products manufactured and/or Services performed until payment in full of their price and related charges. In the absence of payment on the agreed due date, the Supplier may, at its discretion, recover the goods and/or cancel the sale, as of right.

**8.2** Any payment on account made by the Customer shall remain the property of the Supplier as flat-rate compensation, without prejudice to any other action it may be entitled to bring against the Customer in this respect.

**8.3** In the case of collective proceeding against the Customer, the title to delivered Products and/or Services that remain unpaid may be claimed by the Supplier.

**8.4** As the Products and/or Services remain the property of the Supplier until payment of their price in full, the Customer is forbidden from using them to resell them or transform them, prior to payment.

**8.5** The provisions of this clause shall not obstruct transfer of risk to the Customer as soon as the sold Products are made available when the incoterm is EXW (Incoterm 2020).

**8.6** The provisions of this clause shall apply in the case of cancellation of Services on Entrusted Products where the Supplier provides material in addition to its labor and where it could, in this respect, be considered as the seller of the Products.

## **9: Liability and guarantees**

### **9.1 Obligations of the Supplier**

**9.1.1** The Supplier shall supply the Customer with Product or Service meeting the Technical Specifications of the Customer. The Supplier gives an undertaking to this effect. The Supplier shall use all means and resources necessary for proper performance of its obligations in this respect.

**9.1.2** In the absence of indications making it possible to determine precisely the scope of the Supplier's obligations, the Customer acknowledges that the Supplier's obligations shall be understood as being obligations of best endeavors.

**9.1.3** The Supplier shall promptly inform the Customer of any problem detected or potential problem relating to the Product or the Service. The Supplier agrees to keep the Customer informed of any significant change in its means of production and/or in its organization.

### **9.2 Warranty by the Supplier**

**9.2.1** The Supplier warrants that the Products manufactured or the Services performed are free from Manufacturing or Service defects, defects affecting the Manufacturing or Service processes, and defects resulting from non-compliance with the Technical Specifications.

**9.2.2** Defects in materials are covered by a certificate of conformity issued by the Supplier's suppliers. As such, the Supplier cannot be held liable for this type of defect.

**9.2.3** The Customer may require the Products and/or the Service to be replaced, reimbursed or brought into compliance if non-conformity falling under the responsibility of the Supplier is detected by the Customer.

Under penalty of forfeiture of the right to the Supplier's contractual warranty, the Customer must report non-conformities within the time limits defined below:

- For apparent non-conformities, the Customer shall have a period of five (5) business days following provision (or delivery, depending on the agreed incoterm) of the Products, Services and/or Entrusted Products to notify the Supplier of its reservations, in writing;
- For other non-conformities, the Customer shall have a period of twenty-four (24) months following provision (or delivery, depending on the agreed incoterm) of the Products, Services and/or Entrusted Products to make a request to the Supplier in writing to take them in charge under the warranty; This time limit is reduced to twelve months (12) for series manufacturing.

No claims shall be admissible after the expiration of these deadlines. The Supplier reserves the right to examine the products that are the subject of the claim on site. Should the Customer bring into compliance any Products or Services without the agreement of the Supplier on the principle and on the cost, this shall result in loss of the right to the warranty, and shall be borne by the Customer.

### **9.3 Limitation of liability and warranty**

**9.3.1** All liability and warranties are excluded in the case of deterioration resulting from misuse, negligence or lack of maintenance on the part of the Customer or third parties, and in the case of normal wear and tear of the Product, Service and/or Entrusted Product. The same applies in the case of use of the Product, Service and/or Entrusted Product by the Customer or a third party in a manner contrary to the recommendations of the Supplier, or in the case of continued use despite a defect being detected.

**9.3.2** Supplier liability shall be limited (except in the case of public policy legal provisions) to the direct property damage suffered by the Customer. It is therefore excluded for all intangible and/or indirect losses (without being limitative, operating losses, financial losses) caused to the Customer or a third party.

For defects found on manufactured Products: the Supplier's liability is limited to the amount of the Product.

For defects found on Entrusted Products, on which a Service was performed and any other Service performed: Supplier liability shall be limited to two (2) times the amount of the Services performed.

In any case, in the event of willful misconduct proven by the Customer, under no circumstances shall a claim of Supplier liability give rise to the payment of damages.

**9.3.3** It is specified that Supplier liability and warranty shall not cover the following cases:

- All damage caused by a Product, a Service and/or Entrusted Product that was defective during its use, where the defect results from the design of the Product, Service and/or Entrusted Product or from the assembly into which the Product, Service and/or Entrusted Product is incorporated, while the Supplier has strictly complied with instructions of any kind given by the Customer, or where it results from processing or modifications made to the Product and/or Service after delivery;
- All damage caused by a Product, a Service and/or Entrusted Product that was defective during its use, if the Customer committed the error of putting it into service without carrying out the necessary controls and recommendations provided by the Supplier;
- All modifications and/or transformations after delivery without the prior consent of the Supplier.

### **9.4 Force majeure**

Events of force majeure shall be considered to be elements beyond the control of the Parties, which they cannot reasonably foresee, and which they cannot reasonably avoid or overcome, to the extent that their occurrence renders performance of the obligations impossible. Event of force majeure may include, without it being limitative, war (including civil war), riots, embargoes, acts of civil or military authorities, fire, flood, explosion, quarantine restrictions or strikes.

In these circumstances, all undertakings by the Supplier are suspended and it cannot be held liable on any grounds. If delivery deadlines were agreed, they shall be extended by the duration of the event of force majeure. Once a period of thirty (30) days has elapsed after notification of the force majeure to the Customer, either Party may cancel the delayed Order, without the possibility of claiming compensation from the other Party.

## **10: Termination**

**10.1** In the case of non-performance of the obligations of one of the Parties in respect of the Order, the other Party may, in addition to enforcing the penalties for delays referred to in clause 5 hereof, suspend or cancel the Order and/or terminate the Contract, as of right. Prior formal notice to

remedy the failure shall be sent by registered letter with return receipt requested to the other Party. Cancellation, suspension or termination shall take effect if the defaulting Party does not remedy the failure within one month of formal notice from the claimant Party.

**10.2** It is specified that in the case of cancellation of the Order or termination of the Contract in the aforementioned cases, and without prejudice to any action that the Supplier may be entitled to bring, the Supplier must be paid for work in progress and stock and all invoices issued by the Supplier up until that date must be settled. The Customer shall pay compensation to the Supplier for direct and indirect losses suffered by the Supplier.

## **11: Intellectual property**

**11.1** Except as otherwise agreed, the Supplier is not the designer of the Products it manufactures for the Customer or the developer of the Services it performs. However, the Supplier may, on the express instruction of the Customer or with the latter's consent, participate in the design of the Products and/or Service or propose Product and/or Service modifications. This Supplier participation shall in no case result in a transfer of responsibility from the Customer to the Supplier. The Customer retains control over the design in accordance with its own Technical Specifications and assumes full responsibility for the Products and their end use. These provisions apply to Entrusted Products and to any Service performed by the Supplier.

**11.2** The Customer shall hold the Supplier harmless from the consequences of any actions brought against it by third parties, as a result of Supplier fulfillment of an Order for a Product or Services covered by industrial or intellectual property rights held by third parties, such as patents, trademarks or registered designs, or by any private right held by a third party.

**11.3** In the event that the Supplier carries out hundred (100) percent of the design and manufacturing of the Products or Services it sells, in whole or in part, application of these GTCS is excluded.

## **12: Confidentiality**

**12.1** The Supplier and the Customer shall refrain from disclosing all or part of the Confidential Information to any person, directly or indirectly and any information produced or obtained from these Confidential Information (whether directly or indirectly) without the express written consent of the other Party.

**12.2** It is specified that Supplier know-how, including without being limited to manufacturing and assembly tools and methods, development and industrialization tools and methods, technical instruction sheets, and specific and non-specific industrial tools, are considered as Confidential Information and forms an integral part of the provisions of this clause.

**12.3** At any time, a Party shall, without delay and at the discretion of the other Party return or destroy all Confidential Information upon request of the other Party.

**12.4** Any disclosure of Confidential Information provided in the context of the business relations to third parties would prejudice the interests of the other Party and incur the liability of the Party bound by this obligation.

**12.5** The content of this clause shall remain in force for the duration of the business relations or of the Contract and for ten (10) years beyond its termination, regardless of the reasons for termination, unless otherwise agreed in a non-disclosure agreement signed between the Parties.

## **13: Assignment and transfer**

The Customer may not assign its advantages, rights or remedies and/or transfer its obligations to a third party, in whole or in part, without the prior written consent of the Supplier.

## **14: Waiver**

Failure by the Supplier to enforce any clause hereof at any time shall not constitute a waiver of the right to enforce these same clauses at a later date.

## **15: Severability**

Any provision of these GTCS or of the Contract which has been prohibited, or declared invalid or unenforceable under laws applied by a court having jurisdiction, shall, to the extent required by law, be removed from these GTCS or from the Contract and declared null and void, where possible without affecting the other provisions of these GTCS or of the Contract.

## **16: Protection of personal data**

Pursuant to Law no. 78-17 of January 6, 1978 on information technology, data files and civil liberties, as modified by Law no. 2004-801 of August 6, 2004, and by European Regulation (EU) 2016/679, the Customer has a right of access, rectification, erasure, and portability of their data, as well as the right to object to processing with reasonable cause; these rights can be exercised by contacting the DPO at the following e-mail address [grp-dpo@figeac-aero.com](mailto:grp-dpo@figeac-aero.com), or by sending a letter to DPO-Figeac Aero, Zone Industrielle de l'Aiguille, 46100 Figeac, FRANCE.

## **17: Jurisdiction**

**17.1** These GTCS and the operations arising therefrom are governed by French law. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

French law shall apply even in cases where:

- the Customer is not of French nationality
- operations and/or transport take place outside of French territory.

**17.2** The Parties shall endeavor to settle any disputes relating to the interpretation and performance of these GTCS amicably. Failing which, the *Tribunal de Commerce de Toulouse* (Toulouse Commercial Court) shall have sole jurisdiction to settle any disputes opposing the Parties, even proceedings involving the introduction of third parties and proceedings involving several defendants.