

	PROCEDURE	D
	General Conditions for Purchasing FIGEAC AERO	S01-10

VALIDATION

Author	Verificator	Approver
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FOLLOW-UP OF MODIFICATIONS

Revision	Modifications	N° Page(s)	Date	Name
D	Mise à jour du titre Correction sur application S01-09	Toutes	17/03/2026	L. VIAL
C	Change of format and modification of the general conditions	All	10/12/2025	S. BOUDAUD
B	§18: Addition of the supplier's commitment to reduce environmental impacts throughout the life cycle	13-14	13/06/2023	A. PENDANT & S. ZEGLAZI
A	GED Integration	/	17/08/2016	R. DUVERNAY

GENERAL TERMS AND CONDITIONS OF PURCHASE

FIGEAC AERO Group, hereinafter referred to as the « Purchaser », is composed of the following companies:

- **FIGEAC Aéro:** 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 Aéro 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 Aéro Tunisia:** 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 ZI El M'Ghira III Ben Arous - 2082 FOUCHANA, TUNISIA;
- **FIGEAC Aéro 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 MAD, registered with the trade register in Casablanca under the chronological number 12261 and having its registered office at 104-106 Boulevard Abderrahmane Sahrroui - 20600 CASABLANCA, MOROCCO;
- **MTI:** 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;
- **Tofer Ateliers:** société par actions simplifiée (simplified joint-stock company), with share capital of 400.000 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 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 the General Terms and Conditions of Purchase ("GTCP") shall not affect its interpretation. Unless otherwise indicated, terms using a capital letter and used herein in the singular or plural shall have the meaning defined below:

Purchaser: means one of the entities of FIGEAC AERO Group.

Entrusted Products: means without limitation, any Products and/or tools and/or Specifics Tools transferred from the Purchaser to the Supplier. Entrusted Product are under Supplier's responsibility, including, without limitation, potential supply and/or any tools and/or Specifics Tools for the execution of the Order.

Final Client: means the client of the Purchaser.

Order: means any order for a Product and/or Service and amendments issued by the Customer to formalize a desire to purchase from the Supplier including, without limitation, quantity, description, dates, place of delay of the Products and/or Services in accordance with the Specifications and/or the Contract.

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

Declaration of conformity: document issued by the Supplier, under its liability, declaring the conformity of Products and/or Services to the Specifications and/or any applicable law, rules or regulation in force.

Documentation: any documents produced or provide by the Supplier which are essential for the installation, use, exploitation, maintenance, reparation or tools revision, of Products and/or Services.

Force Majeure means unforeseen and external events, circumstances or causes, including but not limited to war, riots, embargoes, acts of civil or military authorities, fires, floods, explosions, quarantine restrictions or strikes.

Supplier: means the individual or legal person in charge of manufacturing Products and/or performing Services.

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 the GTCP.

Day(s): means a calendar day

Modification: means any modification relating to the Products and/or Services, even if the Specifications are modified or not.

Non-Conformity: means Product(s) and/or Services which do not meet the requirements of the GTCP, the Order, the Specifications and/or the Contract.

Product(s): means the aeronautic or industrial mechanics parts, assemblies and sub-assemblies, finished objects, tooling and deliverables manufactured by the Supplier on instruction from the Purchaser, in accordance with Order and/or Specifications.

Specifics Tools: means the tools used for the execution of the Order and which may only be used for the purpose of manufacturing the Products and/or Services.

Party(s): means the Purchaser or Supplier and in the plural it means both.

Service(s): means processing, modification, manufacture or assembly and any other service performed by the Supplier for the Purchaser, according to the Order and/or the Specifications.

Specifications: means any documents defining the technical requirements which the Supplier must comply to manufacture the Product(s) and/or the performance of the Services.

Article 1: Purpose

1.1 The purpose of these GTCP is to define the conditions under which the Supplier is in charge of the manufacture of the Products and/or the performance of the Services for the benefit of the Purchaser.

1.2 Unless otherwise agreed between the Parties, these GTCP will remain the only applicable contractual terms. Any exemption of these GTCP will be subject of an agreement signed by both Parties.

Article 2: Scope and order of precedence

2.1 These GTCP apply without restriction or reservation to every commercial relation between the Purchaser and the Supplier.

2.2 These GTCP may be completed and modified by a future Contract

2.3 The relation between the Purchaser and the Supplier concerning the Orders are governed by contractual documents, the Parties will respect this order of precedence:

- The Order
- The Contract, if so,
- The GTCP referred to as the Purchaser's internal process S01-10 at the latest revision;
- The Purchaser's internal process S01-09 at the latest revision **in case of aeronautical product or prestation**
- Specifications (plan, classification, tracker sheet...) **if applicable**
- The Responsible Purchasing Policy

Article 3: Order's execution

3.1 Acceptance of Orders

The Order shall be deemed accepted by the Supplier upon dispatch of an acknowledgment of receipt to the Purchaser or from the beginning of the execution of the Order by the Supplier.

Notwithstanding the foregoing, in the absence of any objection to any of the provisions of the Order within five (5) Days of its receipt, the Order shall be deemed to have been accepted without reservation by the Supplier.

The Parties agreed that the acceptance of the Order by the Supplier involved the full acceptance of the GTCP.

3.2 Orders forms

The Orders issued by the Purchaser shall be in written form, either on paper or electronically. The Purchaser won't be responsible of the consequences of any defects affecting computers' media and files, including without limitation, viruses, spam and writing faults.

The Supplier shall ensure that its computer systems are compatible with those of the Purchaser, and Supplier shall be responsible for any defects in the reading by its software or files supplied by the Purchaser.

3.3 Orders content

The Order must comply with these GTCP, Purchaser Specifications and/or the Contract and must detail at least the following information and references:

- a) Description of the Product and/or Services;
- b) Quantity
- c) Reference of the Specification of the Product and/or Services;
- d) Prices (taxes included) ;
- e) Delivery Date ;
- f) Reference of the contract number ;
- g) Place of delivery according to the Incoterm.

3.4 Modification and cancellation of Orders

In case of modification or cancellation of an Order by the Purchaser for any reason except the Force Majeure, any costs incurred by the modification or cancellation of each Order will be discussed between the Parties.

3.5 Obligation to inform

The Supplier will keep the Purchaser informed at least once (1) a month of the actual progress of manufacture of the Products and/or performance of the Services which are the subject of the Orders, as well as of its delivery forecasts over a minimum period of six (6) months.

Article 4: Prices and terms of payment

4.1 Invoices

4.1.1 Invoices will be established by the Supplier upon expedition of Products and/or the complete completion of Services from Supplier's facility.

4.1.2 Invoices may be issued electronically (via the EDI platform) or on paper. The Purchaser will inform the Supplier on which format to choose as soon as possible.

4.1.3 For the electronic invoices, it is agreed that: (i) The Supplier has to comply to specific conditions agreed and executed with the EDI platform, (ii) each Party will support all the costs from the installation, use of the EDI platform, (iii) each Party is responsible for its access and its use of the EDI platform, for whatever reason, the Parties agreed to select an alternative format, from time to time.

4.1.4 Each invoice has to include, at least, the following information:

- Name and address of Purchaser's company;
- Supplier's contact details, including, without limitation, company's name;
- Date and number of the invoice;

- Number of intracommunity Value-Added-Tax ("VAT") of the Supplier and the Purchaser;
- Reference of Orders and of the Contract, if so;
- Number of the Products and/or Services or other deliverable number;
- References of the Products, description and quantity delivered;
- Prices breakdown;
- Unit price of each Product and/or Services and its currency;
- Rate and amount of the VAT or, in case of exemption of VAT, the article of law providing the exemption;
- References and date of the delivery note and the declaration of conformity;
- The terms of payment set out in the GTC and the deadline of the payment;

4.2 Prices

Prices are communicated net and without taxes.

Prices are firm and non-revisable by the Parties. They include all cost and expenses incurred by the Supplier for the execution of the Order.

Parties agreed to exclude the application of the article 1195 of the French Civil Code for each Order.

4.3 Terms of payment

All invoices issued in accordance with the applicable law, shall be paid by the Purchaser, forty-five (45) Days end of month.

Article 5: Modifications

5.1 Modification proposed by the Supplier

The Supplier shall obtain the written authorisation of the Purchaser before implementing any Modification. The Purchaser may, at its discretion, reject any Modification. The totality of the costs incurred by any Modification proposed by the Supplier will be paid by the Supplier.

5.2 Modification proposed by the Purchaser

Any Modification proposed by the Purchaser will be implemented by the Supplier. The cost of these Modification will be negotiated between the Parties, on a case by case basis.

5.3 Modification due to a change in regulation or law

Any Modification resulting from a legislation and/or regulation will be implemented by the Supplier. If the Product and/or the Service become non-compliant, the cost of the Modification will be paid by the Supplier. In other cases, the cost will be negotiated between the Parties.

Article 6: Management of the Non-Conformity

6.1 The Supplier commits irrevocably to furnish the Products and/or the Services in accordance with the requirements set forth in these GTC, the Contract, the Orders and/or the Specifications.

6.2 In the event of Non-Conformity, the Purchaser reserve the right, at its discretion, to:

- Accept the Product and/or Service and under concession, in exchange for a price reduction and/or the payment by the Supplier of the concession fee and all indirect costs supported by the Purchaser and/or Final Client;
- Accept the Product and/or the Service after corrective action or replacement, at the Supplier's cost being understood that such action shall be carried out by the Supplier, or by the Purchaser or by a third Party designated by the Purchaser;
- Reject the Product by making it available to the Supplier for collection at the Supplier's expense and risk within five (5) Days of the date of the notification of Non-Conformity by the Purchaser;
- Reject the Product and return it to the Supplier, at the Supplier's costs and risks.

6.3 Any Non-Conformity Product and/or Service shall be deemed non-delivered and shall give right to the application of late delivery penalties as defined in article 8 of this GTC.

Article 7: Delivery

7.1 Delivery content

Products shall be delivered on the delivery date and to the place of delivery in accordance with the relevant Incoterms 2020 as specified in the respective Order. Unless otherwise specified in the Order, delivery of the Products shall be made according to DDP Incoterms 2020 "Purchaser's site". All Orders deliveries must be delivered with the Declaration of Conformity, all the relevant Documentation and a delivery note attached to the outside of the package, including the following information:

- Identification number of the delivery note;
- Order number;
- Reference of the Product;
- Description of the Product as mentioned in the Order;
- Product quantity delivered and, if necessary, the serial number and individual number of the Products.
- Package number;
- Exemption number;
- If necessary, customs and transport declarations in accordance with the applicable regulations, other documents required for customs formalities in the case of imports.

7.2 The Supplier undertakes to take the necessary measures to protect the Products from deterioration during transport or storage. Any damaged Product must be returned and/or replaced at the Supplier's expense.

7.3 Any delivery containing missing Product and/or Documentation will be considered incomplete and may be subject to late delivery penalties as set out in article 7.4 of these GTC.

7.4 Late delivery penalties

In the event of non-compliance with the delivery date specified in the Order or Contract, and in the absence of contrary provisions, the Purchaser has the right to request late delivery penalties for late performance from the first (1st) calendar day of delay, at a rate of five percent (5%) of the Product and/or Service price per calendar day of delay.

7.5 In the event of a delay, the Supplier shall inform the Purchaser in writing as soon as possible. This written notice shall mention the measures taken by the Supplier to minimize the consequences of the delay. All costs whether direct or indirect, except in cases of Force Majeure, shall be borne exclusively by the Supplier.

7.6 Transfer of property and risk

7.6.1 The Incoterm is the one referred to in Article 7.1 of the GTC, unless otherwise specified in the Order.

7.6.2 Transfer of property shall take place with the relevant Incoterm. In the event of non-acceptance, the Supplier is required, at its own expense, to take the necessary measures (replacement, repairs) to ensure the Conformity of the Product and/or Service to the Order and compliance with deadlines which are compatible with the Purchaser's needs, being understood that risk shall go back to the Supplier immediately after the non-acceptance of the Purchaser.

Article 8: Acceptance

Each Product delivered shall be inspected visually and quantitatively and/or tested for Services by the Purchaser within five (5) working days upon receipt of the Product at Purchaser's premises and/or the completion of the Service. Notwithstanding any prior

payment, checks or inspection, if the Product and/or the Service are not rejected within this period, the Purchaser shall be deemed to have accepted such Product and/or Service, being understood that this requirement do not exonerate or limit the Supplier in the application of its warranty or its performance obligations relating to the Product and/or Service.

Article 9: Installation, use, maintenance, and repairs

9.1 Installation

In accordance with the relevant Incoterm 2020 as set out in article 7 "Delivery", the Supplier undertakes to unpack, install, and calibrate any Product ordered in accordance with the provisions of the Specifications, at the specific location on Purchaser premises designated by the Purchaser itself and at no additional cost to the Purchaser.

9.2 Use

The Supplier undertakes: (i) to ensure that the Product and/or Service can be used in accordance with all the requirements set out in the Specifications and (ii) to supply with the Product and/or Service delivered all the Documentation necessary for the intended use of the Product and/or Service.

9.3 Maintenance and repairs

Without prejudice to any other maintenance and repairs activities expressed elsewhere in this GTC, the Specifications and/or the relevant Contract, the Supplier shall be required to carry out maintenance or repairs activities on the Product and/or Service, including at the Purchaser's premises, which may reasonably be required by the Purchaser throughout the lifetime of the Product and/or Service. The price of these activities shall be negotiated in good faith between the Parties unless the relevant activity is already included in the Product price. Notwithstanding the foregoing, the Parties undertake that any activity costs resulting from non-performance of its contractual obligations shall be borne by the Supplier.

Article 10: Raw materials/ Components management

10.1 As part of the execution of the Order, the Supplier undertakes to: (i) comply with all applicable regulations governing its supplies, regardless of their nature or the place of manufacture and/or delivery, as well as in any other country where the Supplier has been informed that the Products and/or Services will be used (ii) establish its supply chains outside any conflict-affected or high-risk areas (iii) comply with all legislative and regulatory provisions, as well as applicable quality requirements and standards, particularly those relating to health, hygiene, safety, product traceability, and environmental protection (iv) provide, upon request by the Purchaser and no later than at the time of delivery, all technical information and any other information that the Purchaser may require concerning raw materials and/or components.

10.2 In the event that the Purchaser give to the Supplier the manufacture of the Product owned by itself, the Supplier undertakes to return, at the Purchaser's request, without limitation, any surplus, off-cuts, shavings and/or scraps, which shall in any event remain the Purchaser's property.

Article 11: Property on loan

11.1 The Purchaser's property are exclusively reserved for the execution of the Orders between the Parties and shall not be used for any other purpose.

11.2 The Purchaser's property remains the exclusive property of the Purchaser. However, the Supplier is responsible for it and, as such, undertakes to monitor it. The Supplier shall take all necessary measures to protect it against any theft or damage of any nature whatsoever. Also, the Supplier undertakes to carry out, annually and at its own expense, an inventory of the Purchaser's property under its liability.

11.3 Any Modification or destruction of the Purchaser's property shall be subject to the Purchaser's prior written consent.

11.4 The Purchaser may request the return of the Purchaser's property at any time. The Purchaser's property must be returned in perfect condition and in accordance with the Purchaser's requirements and at the Supplier's expense, including in the event of termination of the Order.

11.5 The Supplier undertakes to take out all insurance necessary to fully protect the Purchaser's property and shall provide proof of payment of premiums and certificates of guarantees.

Article 12: Tooling

12.1 The Supplier declares to have in its possession all the tools necessary to manufacture Products and/or provide Services. The tooling required to execute the Order may be manufactured in accordance with the Specifications supplied by the Final Client and/or the Purchaser.

12.2 Ownership of the Specific Tooling is held by the Supplier and will be transferred to the Purchaser upon full payment by the Purchaser of the sum corresponding to the Specific Tooling.

12.3 All Specific Tooling must be clearly identified and marked as being intended for the Purchaser.

Article 13: Warranty and Liability

13.1 Subject to legal warranties the Supplier warrants the Product and/or Service against defects in design, manufacture, use and operation, and against defects in materials and component parts. In addition, the Supplier shall take at its own cost any obsolescence of the Product and/or Service including repair and/or replacement. Obsolescence means that the Product and/or Services no longer correspond to the expected technological and regulatory uses and become non-usable or unsuitable, preventing the use initially intended as set out in the Specification.

13.2 Under this warranty, the Supplier is obliged to investigate the cause of any defect and, at Purchaser's discretion to replace, repair or reimburse the defective Product and/or Service, at no cost to the Purchaser, within fifteen (15) Days of the Purchaser's written notification of the defect or dysfunction. In such a case, all costs incurred by the Purchaser will be reimbursed by the Supplier.

13.3 In the event of repair or replacement of a Product and/or Service, the above provisions shall continue to apply to the Parties. In the event of default, the Purchaser reserves the right to call upon an external service provider at the Supplier's expense.

13.4 The assistance that the Purchaser may provide to the Supplier for the performance of the Order or the inspections that the Purchaser may carry out shall in no case release the Supplier from its liability.

Article 14: Termination

14.1 Purchaser's rights of termination

In the absence of default by the Supplier, the Purchaser reserves the right to terminate all or part of the Orders and/or the Contract, subject to three (3) months' notice. Unless otherwise specified by the Purchaser, termination of all or part of the Order shall not entail termination of the other Orders.

In such a case, the Supplier shall take all possible measures to minimize the consequences of termination and shall undertake to suspend or have suspended the work in progress, including subcontractors.

14.2 Termination for default

In the event of default by either Party in any of its obligations under the Order and/or the GTCP, the other Party may suspend or cancel the Order and/or terminate the Contract. A prior notice setting out the reasons for termination shall be sent by registered letter with acknowledgement of receipt by the requesting Party. Cancellation, suspension or termination will take effect if the defaulting Party fails to remedy the default within one month of the requesting Party's formal notice. In the event of termination under the conditions set out above, the Purchaser reserves the right, to have the Order performed by a third party of its choice at the Supplier's expense. In addition, the Supplier shall return to the Purchaser all the Purchaser's property, all Confidential Information without delay.

Article 15: Industrial and intellectual property

15.1 All intellectual property rights developed or created by the Supplier or its subcontractors in connection with the performance of the Order shall belong exclusively to the Purchaser and shall be remitted to the Purchaser promptly upon request. In this respect, the Supplier undertakes to take all necessary and appropriate actions with its employees and subcontractors to transfer all intellectual property rights to the Purchaser.

15.2 The Supplier may use its own intellectual property rights to perform its obligations under the Order. These rights shall remain the property of the Supplier if they have been acquired independently of the obligations resulting from the performance of the Order. In this case, the Supplier shall inform the Purchaser of such rights, including a description and, if necessary, identification of each right used. In addition, the Supplier agrees to grant and at no additional cost to the Purchaser and/or the Final Client a non-exclusive, transferable and worldwide license for the duration of the relevant intellectual property rights and for the duration of the performance of the Order and/or the use of the Product and/or Service.

15.3 The Supplier undertakes to: (i) ensure that the intellectual property rights used to perform the Order do not infringe the intellectual property, industrial or confidentiality rights of any third party, and (ii) be liable for any claims against the Purchaser and/or the Final Client arising in connection with such matters.

Article 16: Insurance

16.1 The Supplier declares that it is covered by an insurance policy which guarantees the consequences of any liability it may incur under law and its contractual obligations.

16.2 The Supplier shall be liable for any damage, or any loss suffered by the Purchaser or any third party as a result of any non-performance or defective performance of the Order. The Supplier shall indemnify the Purchaser for all damages incurred by the Purchaser, including the costs of reparation and/or replacement.

Article 17: Conformity with regulations

In the performance of the Order and/or the Contract, the Supplier undertakes to comply with any applicable law and/or regulation including without limitation : (i) export and/or import control laws and regulations, as well as US regulations such as ITAR (International Traffic in Arms Regulations) and EAR (Export Administration Regulations) in the case of Products and/or Services subject to US regulations, (ii) competition laws and regulations, or any act of conspiracy which could harm, even to a lesser extent, the relationship between the Parties, as well as the legal provisions on the fight against corruption in accordance with the OECD Convention of 1997 and the United Nations Convention Against Corruption (UNCAC) of 2003, (iii) provisions of the French Labour Code relating to undeclared work and foreign workers, (iv) the European "REACH" regulation (regulation no.1907/2006) dated 1st June 2007 concerning the manufacture and use of chemical substances applicable within the European Economic Area (EEA) (v) comply with applicable environmental regulations.

Article 18: Confidentiality

18.1 Each Party shall not communicate to any person, directly or indirectly, all or part of the Confidential Information and any information produced or obtained from this information (whether directly or indirectly) without the express written consent of the other Party.

18.2 Any communication of Confidential Information provided in the context of business relations to third parties would be to the detriment of the interest of the other Party and would engage the liability of the Party responsible for this obligation.

18.3 At any time, a Party may be required without delay and at the discretion of the other Party, to return or destroy all Confidential Information at the request of the other party.

18.4 The content of the present article will remain in force for the entire duration of the commercial relationship and/or the duration of the Contract and five (5) years after the end of the commercial relationship relating to the Product and/or Service, whatever the reasons for its termination unless. However, if a non-disclosure agreement has been concluded between the parties, the non-disclosure agreement applies. Notwithstanding the foregoing, any Confidential Information received from a third party and disclosed by a Party to the other Party during performance of the Order shall not cease after the period referred to above and shall be kept confidential unless otherwise indicated.

Article 19: Force Majeure

Force Majeure shall be deemed to be any event beyond the control of the Parties, which they cannot reasonably anticipate avoid or remedy, to the extent that their occurrence renders performance of their obligations impossible. In these circumstances, all undertakings by the Parties are suspended and its liability cannot be held liable on any grounds. If delivery deadlines were agreed, they shall be extended for the duration of the Force Majeure event. Once a period of sixty (60) Days has elapsed after the notification of the Force Majeure, either Party may cancel the delayed Order, without incurring any liability whatsoever.

Article 20: Subcontracting

20.1 The Supplier undertakes to ensure personally the execution of the Orders and does not authorize itself, without the prior written consent of the Purchaser, to transfer or subcontract them.

20.2 The Supplier undertakes to carry out the requested Orders personally and not to transfer or assign all or part of the Order and/or Contract, as well as the rights and obligations, to a third party without the prior written consent of the Purchaser, including in the event of a merger or demerger. In the case that the Purchaser accepts the subcontracting requested by the Supplier, the Supplier undertakes to ensure that its subcontractors always comply with all the obligations, the laws and/or regulations governing the execution of Orders, being understood that the Supplier remains responsible for the entire performance of its contractual obligations.

20.3 The Purchaser reserves the right to transfer or assign to any company of the Figeac Aero Group and/or any third party all or part of the Order as well as the afferent rights and obligations, subject to written notification to the Supplier.

Article 21: Audit

The Purchaser reserves the right to verify that the Supplier is complying with its obligations. In this case, the Supplier agrees to make its premise accessible and to cooperate throughout the audit process by making available all relevant documents and data.

Article 22: Waiver

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

Article 23: Severability

Any provision of these GTCP which has been prohibited or declared invalid or unenforceable under laws or by a competent court, shall, to the extent required by law, be removed from these GTCP and declared void, if possible, without affecting the other provisions of these GTCP.

Article 24: Protection of personal data

In accordance with the law no. 78-17 of January 6, 1978, on Data Processing, Data Files and Individual Liberties, as amended by the law no. 2004-801 of August 6, 2004, and by European Regulation no. 2006/679, the Parties have the right to access, rectify, delete and data portability, as well as the right to object to the processing of such data for legitimate reason. The Parties can exercise these rights by contacting the DPO at the following e-mail address : grp-dpo@figeac-aero.com, or by sending a letter to DPO-Figeac Aero, Zone Industrielle de l'Aiguille, 46100 Figeac, FRANCE.

Article 25: Applicable law – competent jurisdiction

25.1 It is agreed between the Parties that these GTCP and all transactions arising from them are governed by French law. In the event, that they are translated into one or more languages, the French text shall govern in the case of dispute.

French law applies even in cases where:

- The Customer has a nationality other than French;
- Operations and/or transport take place outside of French territory.

25.2 The Parties shall settle amicably all disputes relating to the interpretation and execution of the present GTCP and/or the Order. If the Parties do not reach an amicable settlement within ninety (90) Days, the Paris Court will have exclusive competence to settle any disputes between the Parties.