

## GENERAL PURCHASING CONDITIONS OF MOTORFLUG BADEN-BADEN GmbH

### 1. Scope

These general purchasing conditions (hereinafter referred to as "*General Conditions*") are applicable to all purchase orders placed by Motorflug Baden-Baden GmbH (hereinafter referred to either "*Purchaser*" or "*Motorflug*") for products and/or services (hereinafter referred to as "*Products*" and "*Services*") with a supplier, service provider or subcontractor (hereinafter referred to as "*Supplier*").

The acknowledgement of receipt of a purchase order shall be returned to Motorflug n.l.t. 14 days from receipt of the aforementioned purchase order.

The Supplier and Purchaser shall be hereinafter collectively referred to as "*Parties*" or individually referred to as "*Party*".

### 2. Precedence

In the event of any conflict between the following documents forming part of the purchase order, the following order of precedence shall apply:

- a) the Specific Conditions ("*Specific Conditions*" meaning the conditions negotiated and agreed between the Purchaser and the Supplier, incorporated into and appearing on the front of the purchase order);
- b) the General Conditions;
- c) the Specification ("*Specification*" meaning the requirements defining the Products and Services issued by the Purchaser and incorporated into the purchase order); and
- d) any other documents.

However, if the purchase order is related to a separate signed contract between the Purchaser and the Supplier, then the terms and conditions of such contract shall prevail over the General Conditions.

### 3. Price and Payment

Unless otherwise stipulated in the purchase order, prices are firm and fixed, exclusive of Value Added Tax (VAT), sales taxes or turnover taxes, and inclusive of packaging.

The invoice relating to Products and/or Services shall be forwarded to Motorflug's Procurement.

An invoice shall only refer to one specific purchase order indicating the purchase order number, the Products and/or Services number, the Products and/or Services description, numbers, dates of relevant delivery notes, the names and addresses of the Parties and the Supplier's bank details.

Subject to acceptance of Products and Services, payment shall be made to the Supplier's nominated bank account within thirty (30) days from the end of the month in which the invoice is issued, paid on the tenth (10th) day of the next calendar month (30EOM10).

Should the payment day be a Saturday, Sunday or a bank holiday the payment shall be made the following business day.

In case of late payment, the Supplier shall be entitled to apply interests limited to the rate of the German legal interest rate stipulated in § 288 II in connection with § 247 of the German Civil Code (BGB).

#### 4. Quality

Supplier shall have the responsibility for verifying, guaranteeing and certifying compliance of its Products and Services with all applicable industry standards and regulations in effect (such as those relating to environment), and with quality requirements applicable to Motorflug's suppliers as specified in the purchase order.

Moreover, the Supplier shall comply with the quality requirements which are defined in the following documents:

- ER070 06-01 "Quality Assurance General Requirements"
- ER070 06-04 "Requirements Applicable to Suppliers' Design Organizations"

Supplier must demonstrate that it possesses the means, qualifications, authorizations and organization necessary to meet Motorflug requirements.

Supplier hereby undertakes to preserve suitable information allowing traceability of manufacturing and control operations to be guaranteed for as long as its Products and Services are used by Motorflug or its customers or operators. In particular, the Supplier shall apply following requirements:

##### 4.1 Quality Management System & Production Organization Approval

The Supplier shall ensure its Quality Management System (QMS) comply with IAQG standard 9100 or 9120.

If the Supplier is a Production Organization Approval (POA) holder or equivalent, it shall ensure that the purchase order is carried out in conformity with the quality requirements of its approval.

The Design Management System (DMS) defines the organization, procedures, resources and tools that allow supplier compliance to applicable requirements of ER070 06-04. The Supplier shall ensure that:

- its DMS is maintained in conformity and is used as a basic working document within its Design Organization;
- all personnel including sub-tier(s)' personnel are aware of the processes described in its DMS and comply with the requirements of its DMS;
- without an agreed deviation from Motorflug, all design deliverables are compliant with contractual specifications, and the design justification reports are accurate and faithful;
- its design organization has sufficient staff in numbers, competence, experience and with the appropriate authorizations to be able to discharge its allocated responsibilities; and
- the design organization allow Motorflug and the Authorities to make any investigations, including investigations of sub-tier(s), necessary to determine compliance and continued compliance with the applicable requirements of Motorflug.

##### 4.2 Approved Sources

For build to print Products and Services, the Supplier shall ensure that all standard (raw material and parts), special processes and test methods used for the manufacturing of aeronautical products are purchased from Motorflug-approved sources (for detailed requirement see ER070 06-01 Appendix B).

##### 4.3 Conformity Documentation

The Supplier shall deliver its Products and Services with the required documentation specified in the purchase order.

Stockists or distributors shall deliver Products and Services together with the original manufacturer's certificate of conformity.

The Supplier shall provide to the Purchaser a First Article Inspection (FAI) report, when applicable, prior to the delivery.

The Supplier shall deliver relevant inspection or test reports, if requested by the Purchaser.

#### 4.4 Non-Conforming Products and Services

The Supplier is responsible for the quality of its Products and Services and shall ensure the conformity of the delivered Products and Services with the specification, in particular by means of pre-delivery inspections and final tests. In case of nonconformity, according to ER070 06-01 §10, the Supplier shall submit to the Purchaser all relevant "Notification of Product Quality Escape", perform all needed root-cause analysis and take all necessary corrective and preventive actions.

In the event of technical and / or administrative non-conformities as defined in ER070 06-01 APPENDIX F, the Purchaser shall be entitled for liquidated damages in case of:

- a) Technical non-conformity:
  - i. In the amount of 400€ per non-conformity if the non-conformity is detected before integration on a sub-assembly or on the helicopter,
  - ii. In the amount of 1500€ per non-conformity if the non-conformity is detected after integration on a sub-assembly or on the helicopter.
- b) Administrative non-conformity: in the amount of 300€ per non-conformity whenever the non-conformity is detected in Purchaser's premises.

In the event the amount of damage exceeds the total amount of the above liquidated damages, the Purchaser shall be entitled to claim the full amount of such excess damage in respect of all losses, expenses, costs, claims and other damages incurred by the Purchaser arising from the technical and / or administrative non-conformities.

The Supplier has the right to prove that no damages have been suffered or that the occurred damages were substantially less than the liquidated damages requested by the Purchaser. In that case the lump sum shall be reduced accordingly.

The right of the Purchaser to claim the above liquidated damages is in addition to and not in substitution of any rights of the Purchaser under these General Conditions.

Any liquidated damages amount to be paid or credited by the Supplier to the Purchaser under these General Conditions may be deducted by the Purchaser from any payment due or to become due by the Purchaser to the Supplier in the frame of the present purchase order.

#### 4.5 Quality Records

The Supplier shall ensure complete identification and traceability of all Products and Services.

The Supplier shall record and archive all relevant data according to ER070 06-01 and in particular the requirement Req. Core-7.5-07 – archiving system and Req. Core-7.5-08 backups of data and software.

### **5. Property issued by the Purchaser**

The Supplier shall not acquire any legal or beneficial interest in any property supplied to it by the Purchaser for performance of work on the purchase order. Any such property possessed or controlled by the Supplier shall be held at the Supplier's risk, stored and booked separately from other property, maintained at the Supplier's expense, clearly marked as the Purchaser's property and only used by the Supplier for the performance of the purchase order. At the request of the Purchaser or on completion of the purchase order, such property shall, unless incorporated into the Products and Services, be returned promptly to the Purchaser. On reasonable written notice being given to the Supplier, the Purchaser shall have the right to enter the Supplier's premises to recover any such property.

## **6. Subcontracting**

The Supplier shall not subcontract any of its obligations under the purchase order unless otherwise agreed in writing by Motorflug. In any case, Supplier shall remain liable to Motorflug for performance of the purchase order irrespective of whether the purchase order is performed by Supplier or by its subcontractors.

## **7. Export Control**

The Parties shall comply without diversion with the United States of America, the European Union and any applicable national export control, sanctions and embargoes laws and regulations (the "Export Regulations").

The Purchaser shall have the ability to use and to deliver the Products and Services and the Purchaser's customers to use, operate and/or maintain such Products and Services as specified by the Purchaser.

Prior to the purchase order signature date, the Supplier shall identify the Export Regulations applicable to the Products and Services (the "Export Control Classification") and subsequently notify, during the purchase order duration, in writing using the form provided by the Purchaser (the "export control classification declaration" "ECCD") as available on the Motorflug Homepage and update it in case of any change.

Whenever all or part of the Products and Services are subject to Export Regulations, the Supplier shall:

- a) apply for and obtain on time from the relevant export authorities, any relevant licenses or authorisations for the export, re-export, transfer, retransfer, delivery and use of the Products and Services as specified by the Purchaser (the "Export Authorisation") and, when necessary, implement any update on time, to ensure that the Products and Services are delivered as required by the Purchaser under this purchase order, and at no cost to the Purchaser. The Supplier shall not be held liable if an Export Authorisation is not obtained due to force majeure;
- b) request the Purchaser to complete an end user statement as required by the relevant authority or as provided by the Purchaser;
- c) provide the Purchaser, upon request, with any information, declarations and certifications required by the applicable Export Regulations, including those related to employees and subcontractors, if any, in the form set out in the "Compliance Declaration Template for Third Party Export Control Items Access Control" as available on the Airbus portal for suppliers, and/or to comply with the Purchaser's accreditation process for Export Regulations access control compliance to authorize access to any export controlled information, when required;
- d) prior to submission to the competent export control authority and upon request, provide the Purchaser with the Export Authorisation application and any amendments;
- e) as soon as possible and before the Products and Services first delivery, provide the Purchaser with a copy of any obtained Export Authorisation, including all applicable provisos/conditions, and/or any correspondence issued by any export control authority that relate to the execution of the purchase order and/or to the obligations of the Purchaser;
- f) provide for each delivery of tangible and/or intangible Products and Services, the applicable: Export Regulations, the Export Control Classification, and when applicable, the Export Authorisation number, referenced in the shipping documents for the tangible, and directly in any documents/files for the intangible. If there is no marking, the Purchaser will consider the Products and Services not export control classified;
- g) not give access to intangible and/or tangible export-controlled Products and Services to its subcontractor when provided by the Purchaser without the Purchaser's prior written authorisation;
- h) be responsible for all applicable regulatory record keeping requirements;
- i) in the case of military purchase, seek the Purchaser's review and approval of the provisions of the U.S. Technical Assistance Agreements ("TAA") or Manufacturing License Agreement ("MLA") prior to being submitted to the U.S. export authorities, should one (1) or more TAA or MLA be required for the fulfillment of the purchase order. The Supplier shall also provide the Purchaser with a copy of the fully executed TAA or MLA and of the issued approval that includes all provisos that relate to the execution of the purchase order or the compliance obligations of the Parties. The Supplier shall provide to the Purchaser any specific non-disclosure agreement required by the Export Regulations through the TAA or MLA; and

- j) in the case of military purchase, declare any political contribution, commission and fees payments as referred under Part 130 of the U.S. International Traffic in Arms Regulations ("ITAR"). This declaration shall be made upon request from the Purchaser through "Form F Airbus ITAR PART 130 Declaration for Vendor"

In the event of Supplier's failure to comply with its obligations under this Article 7 "Export Control", the Supplier shall, within a timeframe defined by the Purchaser and according to the defined technical specifications, replace or modify the relevant impacted Products and Services in compliance with the applicable Export Regulations.

The Supplier represents that, at the date of signature of the purchase order, the Supplier is not subject to any sanctions lists or located in a comprehensive embargoed country according to Export Regulations.

In the event that (i) the Supplier becomes, directly or indirectly, subject to any sanctions or embargo lists according to Export Regulations and/or (ii) the performance of a Party's obligations under this purchase order would constitute a breach of Export Regulation, the Purchaser shall be entitled to:

- suspend performance of its obligations under the purchase order without prior notice and with immediate effect; and/or
- terminate the purchase order with a prior written notice and with immediate effect in accordance with Article 14.1 "Termination for Supplier's default";

in each case, without any liability for the Purchaser.

## **8. Delivery and Acceptance**

The Product or Service due delivery date is indicated on the purchase order.

Deliveries shall be made DAP in accordance with ICC Incoterms 2020 at the location indicated in the purchase order, or failing that at Motorflug premises. The delivery note shall bear the purchase order number, the Products and/or Services numbers, the description and quantity of Products and documents pertaining to services.

The relevant certificate of conformity, duly signed, must be enclosed in the delivery note.

Motorflug reserves the right to reject any Product and Service delivered in advance of the due delivery date or any defective Product and Service. In such cases Motorflug may return or store such Product at the Supplier's risk and cost.

Supplier undertakes to promptly carry out all actions necessary to bring Products and Services into compliance at its own costs.

In case the Purchaser returns Products and/or Services with non-conformity back to the Supplier, automatic Return Material Authorisation (RMA) shall be provided by the Supplier within 48 hours.

## **9. Delay in Performance of Obligations**

Supplier hereby undertakes to inform Motorflug in writing without undue delay of any foreseeable or noted delay in performance of its obligations. The Supplier shall use its utmost endeavors to mitigate such delay and shall advise Motorflug of corrective measures undertaken.

Except in case of force majeure, any delay including delivery under warranty will entitle Motorflug to apply liquidated damages for late delivery as of the first day after the due delivery date in the amount of 2 % per day of the delayed Product or Service price up to a maximum of 15% of the total value of the purchase order.

Motorflug shall be entitled to invoice the above liquidated damages for delay or may reduce any such liquidated damages from its payment obligations.

Furthermore, Motorflug hereby reserves its rights at law, such as the right to terminate the purchase order and/or to claim in the event the amount of damage exceeds the total amount of the above maximum liquidated damages for delay, the full amount of such excess damage in respect of all losses, expenses, costs, claims and other damages incurred by Motorflug arising from the delay.

#### **10. Warranty**

Supplier hereby warrants that Products and Services comply with the contractual specifications, the state of the art, and are free from defects in design, material or workmanship.

This warranty shall remain valid for a period of 36 months from the date on which Products and Services are accepted by Motorflug. During said period, Supplier undertakes to repair or replace (at Motorflug sole option) any defective Product or Service at its own costs promptly, but not later than 15 days upon receipt of the notification of the defective Product or Service. Performance of the warranty by Supplier may take place at Motorflug premises, at the premises of its customer or operator or at Supplier's premises, at Motorflug sole option. The warranty period shall be extended by the time taken for the repair or replacement. The right to claim damages shall remain explicitly reserved.

This contractual warranty is applicable without prejudice to other warranties available at law.

#### **11. Spare Parts and Obsolescence**

The Supplier shall supply spare parts to Motorflug under reasonable conditions throughout the period of the usual technical lifetime of the Product.

If the Supplier discontinues the delivery of the Product or Service, it shall endeavor to provide Motorflug with the opportunity for a last purchase order under reasonable conditions.

#### **12. Intellectual Property Rights**

All intellectual property created as a result of the work undertaken by the Supplier or its subcontractors for the purpose of the purchase order shall automatically be transferred to the Purchaser and all such rights shall vest in and be the sole and exclusive property of the Purchaser. For the full effect of the foregoing, the Supplier hereby assigns, and shall cause its employees, agents and contractors to assign, to the Purchaser such intellectual property created as a result of the work, as soon as created, on an exclusive and worldwide basis, and for the duration of the legal protection, including, without limitation the rights to reproduce, to use, to exploit (including the rights to distribute, sell, loan, rent, download, operate, maintain and support), to modify, to adapt, to improve, to update, to correct, to translate, all

or part of them, in any form and format, on any media, by any process, in any language; and the rights to perform any work or service in order to obtain an interface, which enables the interoperability of them with other intellectual property rights; and the rights to license all or part of these rights to third parties. Anyway, the Supplier undertakes to execute any assignment or other documentation necessary to give effect to the transfer of the intellectual property created as a result of the work undertaken by the Supplier or its subcontractors for the purpose of the purchase order to the Purchaser.

The Supplier hereby grants to the Purchaser, at no additional charge beyond the price specified on the purchase order, an irrevocable, non-exclusive and worldwide license to hold, use and have used all relevant Supplier's background intellectual property necessary for the performance of the purchase order or the use of the Products and/or Services for the duration of the legal protection period of the intellectual property rights. The Supplier grants the Purchaser the right to sub-license all the above-mentioned rights.

The Supplier shall inform the Purchaser upon receipt of the purchase order if any open source software is used and / or integrated within the Product or Service. Failing this, the Purchaser shall be entitled to terminate the purchase order for default and / or to request compensation for damages suffered.

With respect to any third party claims, suits or actions relating to the infringement or alleged infringement of any intellectual property rights of a third party in relation to the Products and/or Services purchased or the purchase order, the Supplier shall defend, fully indemnify and hold harmless the Purchaser, its agents, successors and assigns, against any and all costs, losses, damages, liabilities, expenses (including legal fees), fines or other financial sanctions or loss of profit which may be incurred as a result of any alleged or proven infringement. The Supplier shall promptly inform the Purchaser of any dispute or claim (legal or otherwise) that arises with a third party and the substance of such dispute or claim. The Parties shall consult closely in relation to defending such claims, suits and actions.

### **13. Insurance**

The Supplier shall conclude and maintain with insurers of recognized reputation and security adequate insurance policies to cover its liabilities under the purchase orders issued by Motorflug. At a minimum, Supplier shall maintain:

- a Hangar keeper's Liability Insurance or Property on Care or Custody Insurance of no less than 6.000.000 (six million) EUR
- a General Third-Party Liability Insurance for an amount of no less than 2.000.000 (two million) EUR
- a Product Liability Insurance of no less than 20.000.000 (twenty million) EUR

per event and in aggregate per year.

The Supplier shall provide certificates of such insurances upon request.

The Supplier shall indemnify and hold Motorflug harmless against all liabilities, damages, losses, costs and expenses for injury or death of any person, for loss of or damage to any property, including without limitation Motorflug and its Customers' property and personnel, arising out of product liability which is attributable to a defective Products and/or Services.

### **14. Termination**

#### **14.1 Termination for Supplier's default**

In case of breach by Supplier of any of its obligations, Motorflug hereby reserves the right, if the breach is not remedied within 30 days from Motorflug written notice, to terminate all or part of the purchase order for default of the Supplier without prejudice to Motorflug right to claim damages and any other remedies which Motorflug may have at law or under the purchase order.

In case of property supplied by the Purchaser, the Supplier must undertake all costs of transfer, installation and adaptation of such Products and/or Services to Motorflug premises or to another supplier's site.

Motorflug shall be entitled to terminate the purchase order by providing 30 days written notice in the event of a significant modification in Supplier's share capital / in case of a change of control.

#### **14.2 Termination without default**

In the event of interruption, cessation or reduction of the Purchaser's development and / or manufacturing activities with respect to the helicopter program, notably in case of insufficient purchase orders from the operator and/or termination or cancellation of operator's purchase orders or contracts in progress, the Purchaser may terminate the purchase order (in whole or in part) by giving a 60 days prior written notice of termination to the Supplier.

Upon receipt of such notice, the Supplier must immediately stop all work related to the terminated purchase order.

Purchaser shall only pay to the Supplier:

- a) already delivered and accepted Products and Services,



- b) all reasonable costs incurred in the work in process at the time of termination (which shall be subject to audit by Purchaser),
- c) all reasonable and demonstrable costs incurred as termination liabilities towards its subcontractors or suppliers.

The Supplier shall not be entitled to claim from the Purchaser any amount higher than the total price for the terminated purchase orders, less any payment already made by the Purchaser with regards to such purchase orders.

## **15. Confidentiality**

The following information shall hereinafter be referred to as "Confidential Information":

- the purchase order and any and all information relating to its content;
- any and all other information communicated by one Party to the other, or to which one Party could have access in connection with the negotiation or the performance of the purchase order, while on the other Party's premises or not, and/or any information which is:
  - in tangible, visible or recorded form (including but not limited to equipment, materials, computer software, data, processes, specifications, drawings and other documents) and marked as "Proprietary" and/or "Confidential" or with some other similar marking or denomination; or
  - communicated orally and is said to be proprietary and/or confidential in its nature and which is thereafter converted into tangible, visible or recorded form; and
- Either Party's Intellectual Property Rights

Each Party undertakes to the other that it shall keep the Confidential Information secret and will use it exclusively for the purpose of the purchase order and shall not disclose any Confidential Information to any third party, without the other Party's written consent, except as permitted under this Article or elsewhere in the purchase order.

Each Party may disclose Confidential Information only to its directors and employees and, in Airbus Helicopters' case, to any of its consultants, customers and its affiliated companies, to the extent that such disclosure is limited to and necessary for the proper performance of the purchase order and provided always that before making any such disclosure the Party making the disclosure in each case procure that each of such third parties is bound by similar obligations of confidentiality.

The obligations herein relating to confidentiality shall remain in full force and effect for the duration of any purchase order and continue for a period of 20 years from the date of expiry or termination of the purchase order, or as long as one (1) helicopter to which the purchase order relates remains in service, whichever is the longer.

Any mention by the Supplier of the corporate name or trademarks of Motorflug Baden-Baden GmbH in advertising material, references, credentials or other publications shall require prior written consent by Motorflug.

## **16. Data protection**

The Parties confirm and agree that any Personal Data (as defined in the General Data Protection Regulation (EU) 2016/679) exchanged in connection with the purchase order and for the purpose of the performance of the purchase order has been collected and will be exchanged in compliance with the applicable Personal Data protection laws and regulations, as independent data Controllers ("Controller" meaning the organization determining the purposes and the means of the processing of Personal Data).

## **17. Compliance**

Supplier shall ensure its compliance and the compliance of all Products and Services with all applicable laws and/or regulations as amended from time to time, including, but not limited to those in connection with:



- a) environment, health, security, safety, packaging and labeling;
- b) the control, restriction, prohibition, recovery and/or elimination of inter alia, chemicals and/or hazardous substances and in each case, provide such information as the Purchaser may require in connection therewith;
- c) transport; and
- d) labor, employment. In accordance with French labor law, for an ordering value exceeding five thousand Euros (5,000 EUR) and for which work is performed in whole or in part in France, the Supplier commits to provide the Purchaser or its agent every six (6) months with the following documents:
  - i. a certificate of incorporation (Kbis or any other equivalent evidence of registration);
  - ii. a vigilance clearance certificate of its declaration and payments to social protection agencies;
  - iii. a certification of tax payment;
  - iv. a list of its non-EU employees with name, date of hire, nationality and work permit number as per article L. 5221-2 of the French labor code; and
  - v. in case of posting of employees to France, the Supplier commits to provide the Purchaser or its agent before the start of the posting: a declaration clearance that the Supplier has paid, where applicable, the sums due in respect of the fines (provided for in articles L. 1263-6, L. 1264-1, L. 1264-2 and L. 8115-1 of the French labor code), and a copy of the completed online declaration at the French Government's website (SIPSI Teleservice) for any direct or indirect supplier/subcontractor/temporary agencies'

Supplier shall ensure that the foregoing provisions are included in all contracts to be entered into with its subcontractors according to Article 6 "Subcontracting" of the purchase order.

Supplier shall report immediately to the Purchaser any violation of applicable laws and regulations with respect to the execution and/or the performance of the purchase order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in performing the purchase order.

Should the Supplier fail to comply with such laws and/or regulations, the Supplier shall indemnify and hold harmless the Purchaser from and against all consequences of such failure.

If the Supplier does not comply with its obligations under Article 17 "Compliance", the Purchaser then reserves the right to terminate the purchase order pursuant to Article 14.1 "Termination for Supplier's default".

## **18. Anti-Corruption**

Supplier, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of the purchase order shall comply with all governmental statutes, laws, rules and regulations, including but not limited to all local and international anti-corruption laws applicable to the performance of its obligations and activities under this purchase order.

Accordingly, in the performance of the purchase order, the Supplier shall refrain from:

- a) offering, promising, arranging for or paying, either directly or indirectly, anything of value (including but not limited to monies, gifts and entertainment and special favors) to any individuals, including Public Officials, for the purpose of improperly inducing that individual to perform or fail to perform his/her official duties, or to assist the Supplier or Purchaser in obtaining business, retaining business or securing any improper advantage;
- b) offering or paying unofficial payments to Public Officials to speed up or obtain routine governmental actions (including but not limited to obtaining permits, licenses, or other official documents; processing governmental papers, such as visas and work orders; providing police protection, mail pick-up and delivery, or scheduling inspections associated with contract performance or transit of goods across country);
- c) seeking, accepting, or paying for any confidential, non-public information regarding competitors, tenders and technical specifications, bids and bid prices.

Supplier shall ensure that the foregoing provisions are included in all contracts to be entered into with its subcontractors according to Article 6 “Subcontracting” of the purchase order.

Supplier shall give notice immediately to the Purchaser of any investigation or legal proceeding initiated against the Supplier by any public authority relating to an alleged violation of applicable laws and regulations with respect to the execution and/or the performance of the purchase order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in the performance of the purchase order.

Should the Supplier fail to comply with such laws and/or regulations, the Supplier shall indemnify and hold harmless the Purchaser from and against all consequences of such failure.

If the Supplier does not comply with its obligations under this Article 18 "Anti-Corruption", the Purchaser then reserves the right to terminate the purchase order pursuant to Article 14.1 “Termination for Supplier’s default”.

## **19. Security**

The Supplier shall protect Motorflug information, data and/or assets made available to the Supplier in the context of this purchase order from loss, destruction, falsification, corruption, unauthorized access and unauthorized release.

For this purpose and in accordance with relevant security laws and regulations, the Supplier undertakes to:

- a) implement and maintain appropriate security policies, standards, procedures and processes according to a recognized qualification or certification (such as ISO or National Institute of Standards and Technology (NIST));
- b) implement and maintain “state of the art” security measures and tools to protect its information systems;
- c) isolate Motorflug information from its own and other customers’ information;
- d) grant its personnel access to Motorflug information and systems on the basis of “least privilege” and “need to know” principles; and
- e) ensure proper training of its own staff and make sure that the same level of security is cascaded to its own subcontractors and suppliers.

The Supplier shall ensure that the access to the Purchaser’s system or the access to the systems on which Motorflug information is accessed and/or processed, are controlled by appropriate methods and controls.

The Supplier shall use all care and means available, including any “state of the art” technology (e.g. hardening guidelines, malwares protection and/or intrusion detection), to prevent intrusion of malicious codes on all its systems, equipment, storage media and infrastructure (e.g. servers and/or email gateways).

The Supplier shall implement a comprehensive and approved security incident management process that includes detection and reaction on cases such as lost or stolen equipment, mistakes by users/personnel, access violations, malware/ransomware, hacking and email phishing. The Supplier shall investigate and report to the Purchaser any observed or suspected security weakness or any incident that may potentially affect the Purchaser’s systems and/or Motorflug information in regards to the purchase order. The Supplier shall collaborate with the Purchaser’s security department by providing necessary information in case of investigation related to a security incident.

On request, the Supplier shall nominate to the Purchaser a point of contact in its organization (including back-up), that is responsible for routine collaboration and incident reporting.

The Supplier shall comply with additional security requirements as set out in the Specific Conditions, if any.

If the Supplier does not comply with its obligations under this Article 19 "Security", Motorflug then reserves the right to terminate the purchase order pursuant to Article 14.1 “Termination for Supplier’s default”.

## **20. Audit and Inspection**

The Purchaser shall have the right through its internal or external auditors or assessors, to audit on-site or remote during normal business hours, the means implemented by the Supplier and/or its subcontractors in order to ensure compliance with laws and regulations regarding quality and manufacturing processes, anti-corruption, export control, data protection and sustainability. Supplier and/or its subcontractors shall cooperate and provide full and immediate access to the Purchaser and its designated representatives to facilitate such audit.

The Purchaser, the aviation authorities and the operator(s), as applicable, shall be entitled to inspect the Products and Services at the Supplier's facilities and the Supplier shall grant access to the Purchaser, the aviation authorities and the operator(s) to its facilities and ensure access to those facilities of its suppliers and subcontractors, if any, at reasonable times.

## **21. Responsibility and Sustainability**

Without prejudice to Article 17 "Compliance", Article 12 "Intellectual Property Rights", Article 15 "Confidentiality" and those related to information security, import and export, the Airbus Supplier Code of Conduct (available on the Airbus homepage under Supplier Code of Conduct) which has either been already accepted by the Supplier through the signature of the commitment letter included in the Airbus Supplier Code of Conduct, or - if not officially accepted by the Supplier through the signature of the commitment letter so far - shall be deemed accepted by the Supplier with acknowledgement of the purchase order, hereby applies to the purchase order. The Supplier shall comply with the sustainability requirements as set out in the Specific Conditions, if any.

## **22. Assignment and Transfer**

The Supplier shall not assign or transfer any of its benefits, rights, remedies and/or obligations under the purchase order to a third party without the prior written consent of the Purchaser.

## **23. Applicable Law and Settlement of Disputes**

### 23.1 Governing Law

These General Conditions and the relevant purchase order shall be governed and construed and shall take effect in accordance with the laws of Germany, excluding the application of the 1980 "United Nations Convention on Contracts for the International Sales of Goods".

### 23.2 Dispute resolution

In the event of any dispute, controversy, or claim (a "Dispute") arising out of or in connection with the purchase order including any questions regarding its existence, validity or termination, the Parties shall make every effort to resolve the Dispute amicably within a period of three (3) months following written notification of a Dispute by one to the other, including through mediation. Any Dispute that the Parties fail to resolve amicably within this period shall be brought exclusively before the courts of Baden-Baden.

The Supplier agrees to proceed diligently with the performance of the work hereunder, including the delivery of the Products and/or Services, pending resolution of any such Dispute, unless otherwise instructed by the Purchaser.

### 23.3 Disputes under contracts entered into between the Purchaser and operators or customers

Where a dispute relating to this purchase order entered into by and between the Purchaser and operators or customers is submitted to court proceedings or arbitration as provided for in such contracts, and such dispute relates to all or part of the Products and/or Services provided by the Suppliers and/or those of its subcontractors, the Supplier hereby agrees, at Purchaser's discretion:

- either to provide to the Purchaser at Supplier's expense all assistance to support the Purchaser's claim or defense, including but not limited to, by providing evidences, as well as its written opinion on any request, defense, brief or pleading filed or made by the Purchaser or its opponent during such proceedings and relating to its Products / Services; or
- the Supplier may participate, at the Purchaser's request, in such arbitration or court proceedings provided that Supplier controls and conducts its defense in such arbitration or court proceedings.

The Supplier agrees to support settlement attempts. The Purchaser agrees to discuss with the Supplier any settlement possibility with any other party to the dispute, and to offer the Supplier to participate in such settlement, directly or through a sharing agreement with the Purchaser. The Parties' failure to conclude such a sharing agreement shall not preclude the Purchaser from settling the dispute without the Supplier, it being understood that a settlement entered into without the Supplier shall not be determinative, against the Supplier, of the Supplier's liability with regards to the settled dispute.

## **24      Miscellaneous**

Changes and amendments to these General Conditions as well as side agreements require the written form.

If any of the above provisions should be or become ineffective, the validity of the remaining provisions shall remain unaffected. The Parties hereto agree to replace, as far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect.