

### GENERAL PROVISIONS

These purchase conditions apply to all our orders: they prevail in all circumstances over our suppliers' sales conditions – this being the essential and decisive condition for our order: they may only be modified by express special conditions included in our order. The fact that our special conditions grant a dispensation from certain points in these general conditions and specifications may not be interpreted as a waiver for the provisions in this document concerning the other points.

### ACKNOWLEDGEMENT OF RECEIPT

Every order must be the subject within eight days to an acknowledgement of receipt including the supplier's assent to the stipulated conditions: absence of response within this period shall be deemed to express the supplier's consent. In the event that this acknowledgement of receipt should include modifications judged to be substantial we reserve the right to cancel the order with immediate effect and without compensation.

### NUMBERING

All the orders and requests are listed with a number that must be quoted on all correspondence, as on every delivery note, certificate, and invoice.

### PRICE

Our prices are firm and definitive except for eventual variation -in accordance with the statutory conditions in force and after our agreement - in labour and raw material costs between the day of the order and the day of delivery.

### PAYMENT

Unless a clause stipulates otherwise, we settle the invoices at 45 days end of month by transfer, the payment being made at the end of the month, facture without duplicate. Any invoice received after the 10<sup>th</sup> of the following month shall have its value date deemed to be that of the month in which the document is received.

### TRANSFER OF TITLE – TRANSFER OF RISKS

The transfer of title is effective as soon as the supply sold is physically ascertainable in whole or part. The transfer of risks is effective:

- For supplies from the national territory – on delivery to our establishments
- For supplies from abroad – at the moment of the transfer of risks as defined in the Incoterm selected in the order.

The risks appertaining to the delivery to our establishments are incurred by the supplier, who shall take care to be validly insured for these purposes. Any clause reserving title shall only be enforceable after our express and written acceptance.

### RAW MATERIAL OR PIECES ENTRUSTED TO THE SUPPLIERS FOR TRANSFORMATION

The raw material provided for performing the order must be used for this purpose exclusively. They shall be stored in the best conditions. The cuttings must be returned or compensated. The pieces to be transformed or completed shall be returned in their entirety. In the event of a piece being scrapped or deterioration of raw material that is our property, the supplier is liable for the loss and is obliged to give compensation. He shall take care to be insured for the purposes.

The supplier shall be responsible for the products with which he is entrusted for the purposes of performing a sub-contract or any other type of performance. Accordingly, the supplier shall use his best efforts to protect the integrity of the pieces with which he is entrusted during their manufacture, storage, and transfer.

In the event the pieces with which he is entrusted are destroyed in whole or part, the supplier shall cover the cost of the whole of the value of these pieces' manufacture, without any limitation of liability or deduction. He shall take care to be validly insured for these purposes.

### QUANTITY

Unless otherwise indicated, the quantity tolerances are fixed at: -0 +3%. Any excess or shortfall or indeed partial delivery must be subject to our agreement.

### TIME LIMIT

We reserve the right to fix our time limits so that time is of the essence. Failure to respect them shall allow us to terminate the order as of right by registered delivery with acknowledgement of receipt with immediate effect. When the special conditions provide for penalties for late delivery they shall apply without any prior notice being required. Deliveries may only be made in advance with our agreement.

### TOOLS

The tools, models, calibres, etc ... ordered from the supplier himself or from a third party for the order-giving company, or manufactured by it to be left or made available to the supplier, are the full and entire property of the order-giver. Their maintenance and repair are the responsibility of the supplier responsible for the order of the pieces. They must be returned in good condition on our simple demand. The supplier must make no piece for a third party using our plans, tools, or models without our written consent. We shall consider any failure to respect this obligation to be an act of unfair competition and we reserve the right to claim damages from the supplier. The tools must not be transferred, transformed, or destroyed without our written permission. The supplier shall assume responsibility for the custody and risks

of the tools and models at no charge and take personal responsibility for the damage they may cause or undergo, even in the event of *force majeure* or theft. He must insure these tools at his own expense for their real value on behalf of their owner ensuring the insurer renounces all claims against the latter.

### PLANS AND SPECIAL REQUIREMENTS

For any first contractual performance a plan shall be joined to the order with mention of the first date on which it is valid. The plans shall remain valid until a new index is sent which cancels and replaces the previous one. It is the supplier's responsibility to keep his documentary base up to date and assure the systematic contract review of our orders.  
Only the plan and index number on the order validates; any other shall be considered invalid.

The same applies to the special requirements that are the subject of specifications mentioned on our orders.

In the case of using a special process the Supplier undertakes to provide us with all the documents to demonstrate the special process used has been validated and approved and that it is carried out on Suppliers' premises approved by our clients.

### INDUSTRIAL PROPERTY

The suppliers formally undertake not to display, sell, or deliver the pieces according to plans, models, or tools that are our property without our written authorisation.

### ADMINISTRATION OF STANDARDS

Our suppliers are responsible for the administration of the standards and normative and regulatory documents with the correct indices.

### PACKAGING

The packaging must be designed to avoid any deterioration during transport, loading and unloading. Since it is not possible to unload by above (bridge crane) the very long shipments must be designed to be unloaded by fork lift. Special requirements may be made. They shall be the subject of particular specifications.

### OBSOLESCENCE

The Supplier shall inform us systematically and without delay of any notice of obsolescence or modification reported by its subcontractors concerning the components, raw materials or processes included in the products supplied by the supplier.

### QUALITY CONTROL

On reception all the pieces shall be subject to a quality control phase by statistical sampling (adapted to the supplier's rating).

In the event of nonconformity the pieces shall be:

- Refused and returned to the supplier at his expense -unless he collects them himself within 48 hours after receiving the declaration of nonconformity. The return shall occasion a credit note. A replacement order may be issued.
- Accepted without alteration -the defects are described and the supplier is informed of them for remedial action.
- Altered by ourselves at the supplier's expense or replaced/altered by the supplier himself within the periods indicated.

Administrative nonconformity expenses shall be billed to the supplier as a contribution to the costs of the nonconformity.

To assure the surveillance of the quality of the products we have ordered, our agents and those of our client or any other body we designate shall have free access in our suppliers' factories.

### VERIFICATION CERTIFICATE

If our orders refer to them, the certificates demanded are to be provided in accordance with the standards required. They shall be supplied at the latest on delivery, failing which the supplies shall be blocked on reception and the value of the instalment carried on to the date on which the documents are received.

### NONCONFORMITY

In the event that the supplier detects a nonconformity it must be the subject of a written dispensation request. If the delivery is authorised the batch in question must be isolated and identified. It will necessarily be accompanied by the written dispensation we have accepted. If the delivery is not authorised the batch in question must be destroyed.

The Supplier warrants the supply of products in conformity to the plans indicated. The Supplier is fully liable for the conformity of the products in each shipment.

Moreover, in the event of non-conformity concerning one of these products the Supplier undertakes to take all the measures necessary to make good the non-conformity rapidly, the Purchaser undertaking to provide all the information concerning its proper repairation.

### HIDDEN DEFECTS

Notwithstanding the provisions of article 9 above, any action relating to eventual hidden defects, vitiating elements or counterfeiting that may appear while in use shall be governed exclusively by the current legal and regulatory provisions.

Counterfeiting is understood to mean any unauthorized copy, substituted or modified part (eg raw material, part, component) knowingly presented as an original part from the manufacturer or authorized manufacturer.

## SAFETY REQUIREMENTS

The Supplier undertakes to take the necessary and sufficient measures to guarantee the safety of the product, without presenting any risk of unacceptable damage to persons or property.

The supplier shall ensure that its personnel are aware of its contribution to the compliance and safety of the product and the importance of ethical behaviour.

As concerns products for aeronautic purposes, the Supplier shall assure the preservation of the products in course of production, storage, and transport from any contamination by foreign objects. He shall take the measures necessary and sufficient to prevent, detect, and remove the said foreign objects.

The European Union Supplier must comply with the European Regulation (EC no. 1907/2006 - REACH) concerning the registration, assessment, and authorisation of chemical products as well as the restrictions that apply to these substances.

The Supplier must inform us in writing and without delay of any risk of use of a substance on the so-called "REACH candidate list of substances" by and/or for the manufacture of the products above (§1) and propose an alternative solution so as to assure the continuity of the deliveries to us.

The Supplier who imports products from outside the European Union must comply with the REACH obligations.

Should he fail to respect his obligations the Supplier is obliged to compensate and protect us from any claim, cost, expense, or liability that we might have to bear as a consequence of this breach.

## RIGHT OF ACCESS

Our orders may be examined by our clients and the end user as well as the official services. Their access to the zones necessary for their action of surveillance must be authorised by the supplier.

## ETHICS

The Supplier undertakes to respect all the current national and/or international laws and regulations governing his production and delivery of the products to us.

The laws governing work, employment, labour, business practices and ethics, competition, social protection, hygiene, and safety and environment in particular are included

## GOVERNING LAW AND JURISDICTION

All our orders are governed by the provisions of French Law.

In the event of a dispute of any nature or of a contestation relating to our orders the Courts of STRASBOURG shall have sole jurisdiction unless we prefer to bring an action in any other competent jurisdiction.

This clause applies even in cases of interim proceedings and interlocutory applications, plurality of defendants, and whatever the places and terms of payment.