

**AuxitrolWeston' Purchasing
GENERAL TERMS AGREEMENT
Ref # AW_GTA/0920/1**

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Definitions.

The following definitions shall apply unless otherwise specifically stated:

- a) **"Authentic"** shall mean (i) genuine; (ii) from the legitimate source claimed or implied by the marking and design of the product offered; and (iii) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.
- b) **"Background IP"** means all elements of know-how information (processes, knowledge, methods, algorithms, specifications, data, etc.), software, intellectual property, titles and rights held or controlled by one of the Parties

prior to the Effective Date or obtained, created or developed by one of the Parties outside of the performance of the GTA.

c) **“Change in Control”** means in respect to Supplier, the acquisition by a third party of direct or indirect control of Supplier. A third party shall be deemed to control Supplier if it directly or indirectly (i) holds a majority of the voting rights in Supplier; or (ii) has the right to appoint or remove a majority of Supplier’s board of directors, supervisory board or any other body in charge of or controlling the management of Supplier; or (iii) has the right to exercise a dominant or decisive influence over Supplier.

d) **“Confidential Information”** means (i) any and all information related to the contents of the GTA including information and data analysis related to market and customer(s) of the Purchaser , (ii) 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 GTA, 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 other similar markings or denominations or which has been communicated orally first and confirmed by writing after and has said to be proprietary and/or confidential in its nature.

e) **“Continuous Production”** applies to the production and manufacturing of a dedicated part number/Item/Product, or the delivery of service(s) and Works ordered at least once every 24 months by the Purchaser on a serial basis and delivered to the Purchaser according to the Purchaser planning.

f) **“Counterfeit Part”** is one that is (i) an unauthorized copy or substitute that has been identified, marked, and/or altered by a source other than the Item’s legally authorized source and has been misrepresented to be an authorized Item of the legally authorized source and/or (ii) previously used parts provided as “new.” A part is a “suspect counterfeit electronic part” if visual inspection, testing, or other information provide reason to believe that the part may be a counterfeit part.

g) **“Force Majeure event”** means as defined in Clause 7.1

h) **“Force Majeure Delay(s)”** means a delay(s) or/and interruption(s) in the performance by Supplier of any provision of the GTA or a particular Purchase Order but shall exclude Supplier’s noncompliance with any legal requirements as required to comply with Laws and/or any governmental and/or international regulations, and/or related to confidentiality and IPR protection matters, due to cause(s) of Force Majeure.

i) **“Foreground IP”** means any Intellectual Property developed in the performance of the GTA that does not constitute Background IP.

j) **“GTA(s)”, “GTA” or/and “GTAs”** means this present General Terms and Conditions.

k) **“Intellectual Property” or “IP” or “IPR”** shall mean the rights of ownership related to human ideas that have market value, including without limitation inventions, patents, designs, trade secrets, processes, software, data, formulas, copyrights, service marks or trademarks as well as the application or registration of a copyright, patent, design, service mark or trademark.

l) **“Item(s)”** means either a Product(s) or a Service(s), or both together a Product(s) and a Service(s) and any other intangible products, services or part of Product(s) necessary to fulfil a Purchaser’s Order.

n) **“Major Change”** means any changes to the Product, Item or the equipment, processes, facilities or location with or at which the Product/Item is/are produced which (i) impact form, fit, function or weight of the Product/Item, (ii) may reasonably be expected to have an impact on contractual requirements such as performance, hardware, interchangeability, reliability, safety, interfaces or quality requirements, (iii) may require re-identification or recertification of a part or assembly or (iv) otherwise result in a deviation from the Specification.

o) **“Minor Change”** means other changes to the Product/Item which cannot reasonably construed to constitute a Major Change, including those that do not affect contractual requirements, do not involve changes to the Product/Item design or merely involve technical correction of clerical errors in documents.

p) **“Non-Excusable Delay”** means all other delays in the performance of Supplier of its obligations under the GTA or a particular Purchase Order, other than Force Majeure Delay(s).

q) **“Obsolescence”** means either a part or parts of a Product/Item, manufactured by a third party, which has or have been taken out of production and cannot be purchased on the market or which have been declared obsolete by an aviation authority note or service bulletin.

r) **“Party”, “Parties”, “Party(ies)”** means when singular either the Supplier or the Purchaser, and when plurals collectively Purchaser and Supplier.

s) **“Products”** means the parts, components and equipment that is the subject of a Purchase Order together with any special test equipment, data, technical publications, manuals, certifications and Services to be supplied to Purchaser, and any other intangible forms such as but not limited to software, know-how, processes, procedures...

t) **“Purchase Order”, “Order” “PO” “OOR” or/and “PO(s)” are used indifferently and** means Purchaser’s purchase order or other written or electronically transmitted communication identifying the Products or Item(s) to be purchased, their price and other information as required herein, and any delivery order such as but not limited

to OOR related to Item(s) subject of an agreement, either written or not, passed between the Parties and still valid.

“**Purchaser**” means any of Auxitrol Weston legal entities issuing Purchase Order(s) to Supplier.

u) “**Services**” means the tasks, actions and obligations related to the Products/Items to be performed by Supplier pursuant to this GTA and/or any associated Purchase Order containing a statement of work describing the Services to be performed.

v) “**SM P03**” or/and “**FM P03**” means the list of minimum requirements the Supplier shall fulfill or/and comply with in the performance of an Order issued by the Purchaser. SM P03 is the French version and FM P03 the UK English version.

w) “**Specification(s)**” means the documents, drawings and data defining the Product in terms of technical requirements setting out, inter alia its functions and performance, a copy of which is attached to the Supplemental Business Terms or included with the Purchase Order.

x) “**Subcontractor**” means any manufacturer and/or supplier, excluding Supplier, which manufactures and/or supplies any portion or part of Products, pursuant to the instructions, direction and/or contract of Supplier.

y) “**Supplemental Business Terms**” (“**SBT**”) means an agreement between the Parties amending this present GTA.

z) “**Supplier**” shall mean any supplier receiving a Purchase Order.

aa) “**Turn-Around-Time**” or “**TAT**” means the time lapse between receipt by Supplier of a defective Product or Service and the receipt of the repaired or replaced Product or corrected Service by Purchaser as indicated in the Supplemental Business Terms or the Purchase Order.

bb) “**Work(s)**” means all the tangible or intangible, direct or indirect activities to be performed by the Supplier to comply with the provisions and the fulfilment of an Order

Forewords

AuxitrolWeston shall be the legal entity issuing the Purchase Order and represents Auxitrol SA, Weston Aerospace Limited, Norwich Aero Products Inc, Auxitrol Mexico

Entering into this GTA and any subsequent agreement between the Parties is based upon Purchaser reliance on Supplier’s ability, expertise and awareness of the intended use of the Item(s). Supplier agrees and Purchaser and Purchaser’s customers may rely on Supplier as an expert. As a consequence, Supplier will not deny any responsibility or obligation whatsoever hereunder to Purchaser or/and Purchaser’s customers on the grounds that Purchaser provided recommendations or assistance in any phase of the Work(s).

Parties’ general understanding is that GTA applies to all business relationships between the Parties, and Supplier accepts to comply with the provisions of the GTA for every Item subject of a Purchaser’s Order unless both Parties have agreed differently by writing before commencement of Work(s).

Clause 1. – Scope of the GTA.

This present GTA applies to all and any activity(ies), Work(s), Product and/or Service(s) (“Item”) the Parties agree to perform together whatever the contractual form of said agreement is. Any provision of this present GTA might be amended on a case by case basis in order to fit with specific requirements linked to special orders, SBT, Order(s), Works and/or Services Purchaser may have proposed to Supplier and that Supplier have accepted.

Clause 2. – Purchase Order Administration/Acceptance.

2.1 Issuance of PO(s)

a) Purchaser may issue PO(s) to Supplier from time to time. Each Purchase Order shall contain a description of the Item(s) ordered, a reference to the Product part numbers or to applicable specifications, drawings or Supplier part number, delivery schedule, place of delivery, quantities, prices, address for invoices and shipping instructions and any special conditions.

Each PO shall be governed by the provisions of these GTA and the SM P03 and/or the FM P03 which ever applies to the Works. These GTA, as they may be amended from time to time, shall apply to and be deemed a part of the Purchase Order(s) issued by Auxitrol Weston. Any terms and conditions which conflict with this GTA present terms and conditions, and if any a SBT or/and a PO or an Order specific terms and conditions, do not apply unless specifically agreed in writing between the Parties through specific amendment(s) to the related agreement which provision(s) shall be superseded by said specific amendment(s).

b) The Parties agree that any terms, conditions, provisions, requirements in Supplier’s quotation, acknowledgement, acceptance, or other communication to Purchaser purporting to modify or supplement these

GTA or/and SBT if any or the terms of any Purchase Order issued by any Auxitrol Weston legal entity shall be deemed inapplicable, and in lieu thereof, these present terms and conditions shall govern all such Purchase Order(s) with the same force and effect as if they physically appeared thereon.

c) Because of Supplier agreement to apply the terms and conditions of this GTA, Purchaser will send request for quotation ("RFQ") to Supplier. Supplier's answers to RFQ(s) are binding and prices quoted by Supplier are to be considered as "not to exceed" prices. In case Supplier is selected the Parties will agree on the implementation of the Item(s) production process and associated planning.

2.2 Acceptance of PO(s)

Supplier shall promptly and in any event within two (2) working days acknowledge receipt of each Purchase Order/Order indicating either its acceptance or rejection thereof.

Notwithstanding Clause 2.1 c) provision, it is agreed between the Parties that acceptance of a Purchase Order occurs:

- (a) upon receipt within two (2) working days by Purchaser of the acknowledgement copy signed or otherwise acceptably authenticated by Supplier, or
- (b) upon Supplier's commencement of performance of Work(s), or
- (c) Two (2) working days from receipt by Supplier of the Purchase Order unless written rejection(s) herein after "Rejection Notice(s)" by Supplier is provided to Purchaser within the said two (2) working days whichever first occurs. To be valid, Rejection Notice(s) shall set forth the reasons therefore, including the changes required by Supplier for its acceptance of the Purchase Order provided, however, that Supplier must not reject any Purchase Order for reasons inconsistent with the conditions of these present terms and conditions or the special conditions mentioned on the Purchase Order if any. Moreover, in case of Continuous Production the Parties agree that the acceptance of the first Purchase Order defining the Works and/or Item(s) to be procured by Purchaser from Supplier and the associated terms and conditions shall automatically imply the acceptance of the following/next Purchase Order(s)/Orders except in case of:
 - i) The Purchaser propose a substantial change of the terms and conditions of the GTA governing the last Order, or
 - ii) The Purchaser interrupts the production orders for more than twelve (12) consecutive months whatever the reason is, or
 - iii) A Force Majeure Delay(s), or
 - iv) A substantial change of agreed production lead-time except if said lead-time change is due to a Force Majeure Delay(s), and/or
 - v) A substantial change of design or Specification.

Supplier agrees to continue to execute and/or to resume the Works subject of regular Orders during the time the Parties are negotiating contractual changes if any necessary. The previously agreed existing conditions shall continue to apply up to the time the Parties have commonly agreed related changes. Supplier shall immediately transmit relevant detailed data to Purchaser in order the latter analyses as soon as possible Suppliers arguments substantiating Supplier's requests for changes.

Unless specifically agreed to in writing by Auxitrol Weston Purchasing Manager, Auxitrol Weston rejects, and is not bound by, any term that differs or/and adds to the Purchase Order. If Purchaser accepts such changes by issuing a Purchase Order revision which provides for the changes agreed between Auxitrol Weston and the Supplier, the Purchase Order, as so revised shall be deemed to be an accepted Purchase Order with respect to such Products/Item(s).

Clause 3. – Changes

3.1 Logistic and technical changes at Purchaser's request

Purchaser may at any time by written notice to Supplier make changes within the general scope of a Purchase Order in any one or more of the following:

- (a) technical requirements and description, statement of work(s), Work, drawings, design, or Specification,
- (b) incoterms, method of shipping, packaging, place of delivery, and/or
- (c) delivery schedule and quantity(ies).

Supplier shall comply immediately to perform in accordance with the change notice.

If any such changes causes an increase or decrease in the cost of or time required for performance of the Purchase Order, a mutually agreed equitable adjustment shall be made in price, delivery schedule or both, and the Purchase Order shall be modified in writing accordingly. Until such a written agreement is reached the original terms continue to govern the rights and obligations of the Parties.

Any claim by Supplier for an adjustment must be made in writing fully supported by factual and detailed, itemised data and information, to Purchaser within thirty (30) days of receipt of the change notice. Nothing in this Clause shall excuse Supplier from proceeding with performance of the Purchase Order as changed, without delay.

Notwithstanding the content of this Clause 3.1 above, as Purchaser selected Supplier because of its expertise, in case Supplier deems that Purchaser's change request may constitute a substantial change in any of the technical characteristic of the Item(s), Supplier shall immediately notify Purchaser's Procurement representative in writing explaining the effect(s) of said change may provide.

3.2 Technical changes at Supplier's request

Supplier shall fully comply with SM P03 and/or FM P03 and shall not make any change(s) to the Item(s) and/or Work(s), including the manner of producing the Products without having obtained Purchaser's relevant interlocutor prior written specific consent. Such consent may be given only after the Supplier have issued a written specific request explaining the changes proposed together with their substantiation, as follows:

- a) Requests to make Major Changes must be provided in writing (including a detailed description of the proposed Major Change) at least 60 days prior to the requested change date and may be accepted or rejected in Purchaser's sole discretion.
- b) Requests for Minor Changes must be provided in writing (including a description of the proposed Minor Change) at least 30 days prior to the requested change date and Purchaser will not unreasonably withhold its consent.

Clause 4. – Written Authorisation to Proceed and Work Stoppage Situations/Notices

4.1 Written Authorisation to Proceed

In a situation of urgency, in order the Supplier commence performance prior to a Purchase Order is agreed, a written authorisation to proceed notice, to be valid and enforceable, must be issued by Auxitrol Weston Purchasing department only.

In case Purchaser authorisation to proceed specifies that a Purchase Order will be issued, both Parties must immediately commence performance as if a formal Purchase Order is in place. The current GTAs, SM P03/FM P03 and any associated data, information and other specific provisions provided in the written authorisation to proceed shall apply between the Parties during the time the Parties agree on different and fair terms and conditions if any necessary.

4.2 Work Stoppage

Purchaser may, at any moment issue a written work stoppage notice to any Purchase Order, OOR or any other formally given agreement to produce, or performance commencement instruction. Supplier must immediately proceed in accordance with the work stoppage notice stipulations and take all reasonable steps to minimize the costs arising from the work covered by the work stoppage notice during the period of work stoppage. Depending of the work stoppage duration, Supplier must:

- 1) Establish a precise status of the associated already achieved Works and the work in progress,
- 2) Issue and send to the Purchaser a detailed inventory list associated with the assessed value, and
- 3) Store the product and material or specific tooling if any together with the detailed inventory list in a specific protected zone.

Within the period of time the Work is stopped, Purchaser may either (a) cancel the work stoppage notice or (b) terminate the GTA or any Purchase Order, totally or partially. In the event Purchaser cancels the work stoppage notice Supplier shall promptly resume Work(s) in accordance with the terms of the agreement in place prior to the work stoppage. Supplier shall immediately notify the Purchaser if the production hiatus during the term of the work stoppage notice renders the original delivery schedule no longer practicable, then Purchaser and Supplier shall agree to an equitable adjustment to the delivery schedule for the effected Purchase Order(s). In the event Purchaser terminates the GTA or a Purchase Order, the provisions of Clause 14 shall apply.

4.3 Supplier Default at complying with Purchaser's Notice(s)

In the case that the Supplier does not comply with the authorisation to proceed notice(s) or the work stoppage notice(s) all direct and indirect consequences to the Purchaser in whatever their form(s) and origin(s) shall be fully born at the Suppliers own cost and/or the Suppliers risk.

Clause 5. – Nature of the Prices, Prices and Payment Terms, Title and Risk of Loss

5.1 Nature of the prices

Unless agreed otherwise between the Parties, prices are complete and include all taxes, duties, fees, impositions, charges relating to Products, and any charges and costs for preservation, packaging, packing, marking, labelling, storage, boxing and crating.

5.2 Specific provision applying to single source suppliers

In case Supplier is single source supplier for the Product(s) and/or Service(s) it delivers to the Purchaser, in order to protect Purchaser against Product or/and Services shortage and/or against loss of competitiveness, Supplier agrees to set-up security stock(s) upon Purchaser first request and, in addition, to warranty Purchaser against a sudden rise of price(s) (“Rocketing Price”).

5.2.1 Safety and/or buffer stocks

Supplier agrees to set-up and hold safety or/and buffer stocks of Products and components relating to Purchaser’s requirements, at no extra cost to Purchaser. The Parties shall fairly define and regularly update the size of said stocks taking into account:

- a) the Purchaser’s forecasts, and
- b) the Supplier OTIF performance, and
- c) the Supplier’s scrap rate at producing Products.

5.2.2 Warranty against Rocketing Price.

Supplier agrees to provide Purchaser with a warranty on price(s) of Item(s) to protect Purchaser against a sudden rise of price(s).

Considering that:

- (i) Purchaser selected Supplier because of its expertise and its price offering, and
- (ii) Purchaser has decided to procure Products and Services on a regular basis from Supplier only and Supplier has agreed to be single source supplier of said Products and/or Services to Purchaser, and
- (iii) Purchaser and Supplier have negotiated in good faith and agreed to fix price(s) for a given period of time or/and a given quantity(ies), and that such agreement has been formalized through POs or/and Orders;

therefor if during the execution of a PO or/and an Order, or within thirty (30) working days after the end of the PO or of the Order, Supplier suffers from events that may translate into a change of its costs, Supplier shall immediately notify Purchaser by writing of said events and, if any, of the risk of price change after the last delivery of the last Order has been completed.

Purchaser and Supplier will meet to analyze the data provided by Supplier and fairly define the new prices applicable to the next Orders. In case the Parties are unable to agree on new price(s) and conditions, and to protect Purchaser against risk of sudden or/and unexpected lack of competitiveness, Supplier shall grant, at no additional cost for Purchaser during a period of time enabling Purchaser to settle one or more reliable alternative sources, Purchaser with the following:

- 1) upon disclosure of relevant data by Supplier, a price escalation not exceeding cost drivers local inflation rate of production, and
- 2) the necessary quantities of Products required by Purchaser to securely bridge with the new validated source, and
- 3) all the technical support necessary to qualify as soon as possible a new reliable source.

Such necessary period of time together with the planning and associated key milestones of transition/bridging will be defined on a case by case basis between the Parties.

5.3 Competitive Pricing/ Continuous improvement

If the Purchaser can justify a competing offer from another Supplier for one or several Products, offered at a lower price than that agreed between the Parties, for similar supply conditions (in particular in terms of quality), Customer may notify the Supplier with a letter sent with request of acknowledgment of receipt.

The Supplier undertakes, within thirty (30) days from the receipt of the said letter, to bring its prices into line with those of its competitor. If the Supplier does not do so within the thirty (30) day period, the Parties shall meet in order to discuss a solution to enable the Agreement to continue.

In case the Parties do not reach an agreement, Customer or Supplier shall be able to terminate this Agreement (or any part of it) in accordance with article 17.2 below. The termination will become effective on the delivery date of the latest OOR made by Customer.

If the Supplier offers to other clients products that are similar to the Products at prices lower than those specified in the Agreement, and upon similar supply conditions (in particular in terms of quality), the Supplier undertakes forthwith to reduce accordingly the prices of Products not yet delivered to Customer and to provide Customer with a credit note equal to the price differential for the products that have already been delivered to Customer since the date of the offer at lower prices.

The Supplier commits to work with the customer to improve efficiency and try to reduce the Prices by a minimum of 3% based on its internal productivity.

5.4 Prices and Payment Terms

Prices and payment terms are fixed and are detailed either in a Supplemental Business Terms or the Purchase Order, or in a specific appendix(ces) to these GTA.

5.5 Title to and Risk of Loss

Title to and risk of any loss or damage to the Product shall pass at the point of delivery mentioned on the PO: Auxitrol Bourges plant address, Weston Farnborough plant address..... DAP Incoterm 2020 unless specified differently on a specific PO

Clause 6. – Delivery

6.1 On Time Delivery

Time is of the essence in performing under the GTA. Products/Items that comply with the Specification shall be delivered strictly in accordance with the SBT or the Purchase Order delivery schedule and early or partial shipments are not permitted unless expressly authorized in writing by Purchaser. Purchaser reserves the right to return any unauthorized early shipments at Supplier's expense or to retain same at Purchaser's facilities at Supplier's risk. Payment will be in accordance with the original or amended delivery schedule.

The Purchaser may, at no additional cost to the Purchaser, retain Products delivered in excess of the quantities specified in the Purchase Orders unless, within thirty (30) calendar days of shipment, the Supplier request by writing return of excess quantities. In such cases the Purchaser will invoice to the Supplier warehousing cost assessed at two percent (2%) per day of the excess goods value. In the event that there is damage or defect to the Products returned to the Supplier, the Supplier shall indemnify the Purchaser from/against any direct and indirect consequences the Supplier may suffer.

6.2 Purchaser's Production Schedule

The Supplier acknowledges that the Purchaser's production schedule may be postponed or accelerated by its customers' demands. When requested in writing by the Purchaser, the Supplier shall postpone Product delivery to accommodate changes in production schedule, at no cost to Purchaser. When requested in writing by the Purchaser, Supplier shall use its best efforts to accelerate Product delivery to accommodate an increase in the production schedule, at no extra cost to Purchaser.

In the event that Purchaser requests for accelerated deliveries is not in compliance with the production lead-times agreed between the Parties and Supplier can demonstrate that it is unable to meet the accelerated production rescheduling, Purchaser and Supplier shall cooperate in good faith to seek to find a way to meet the accelerated production schedule. Any written request from Purchaser regarding the postponement or

acceleration of Product Delivery shall be deemed an amendment to the original delivery schedule set forth on the relevant Purchase Order.

6.3 Supplier Difficulty at Meeting Purchaser's Delivery Requirements

In the event Supplier foresees or encounters difficulty(ies) in meeting the delivery requirements of a Purchase Order, it shall immediately (but in any event not later than the second business day after it becomes aware of the difficulty) notify Purchaser in writing providing:

- (a) reasonable detail regarding the event causing the delay,
- (b) an evaluation of the obligations effected,
- (c) the probable duration and extent of such delay,
- (d) a description of the action plan to recover such delay.

The provisions of this Clause 6 shall not be construed as a waiver by Purchaser of any performance requirements of a Purchase Order or of any rights or remedies provided by law.

Clause 7: Excusable delay

7.1 Force Majeure Event(s)

A Force Majeure event(s)/cause(s) is/are event/cause that are:

- (i) compelling, unpredictable, unavoidable, and
- (ii) outside of the control of one Party or both Parties, and
- (iii) not due to any fault or negligence of one Party.

Force Majeure event may arise from act of god, war, terrorist acts, riots, floods, fires, explosions, epidemics, pandemics, Governmental and/or public agency(ies) actions or similar causes. The Party that suffers from a Case of Force Majeure must evidence to the other Party the link between the event of Force Majeure and the consequences he suffers and demonstrates the all of the conditions above are met.

7.2 Excusable delay

If the delay is due to a Force Majeure event(s), Supplier shall use its best efforts to mitigate the effects of the Force Majeure Delay, including procuring substitute Products, if such exist in the market and are acceptable to Purchaser in the exercise of its absolute discretion, at no additional cost to Purchaser to maintain Purchaser's production process and minimize the disruption to the production schedule. The Parties shall cooperate in good faith to develop a modified delivery schedule following a Force Majeure Delay; provided, however, that if the modified schedule postpones delivery of Products more than ninety (90) days, Purchaser shall be entitled to terminate the GTA in accordance with the provisions of Clause 13.1.

Following a Force Majeure Delay, Purchaser may require Supplier to send the Products by express shipment at no additional cost to the Purchaser to minimize the effects of such delay.

7.3 Non-Excusable Delay

If the delay is a Non-Excusable Delay, and except if specific delivery penalties are set forth in a specific agreement such as a SBT or the Purchase Order, Purchaser shall have the right to apply delivery penalties equal to two percent (2%) of the value of the delayed deliveries by delayed working day up to twenty percent (20%) of the value of the delayed deliveries. These penalties may be set off against any invoice submitted by Supplier with respect to the delayed Products or any other payment outstanding or due to Supplier at Purchaser's discretion. The right of the Purchaser to claim penalties is in addition to and not in substitution of any rights the Purchaser may have to either claim for direct and/or indirect and/or consequential damages, or/and terminate the GTA or the specific Purchase Order pursuant to Clause 13.1.

Clause 8. – Shipping, Preservation, Marking, Packaging, Packing, and Customs declaration.

8.1 Shipping

Supplier shall ship all Products in accordance with shipping instructions provided in the SBT or on the Purchase Order or appendix and SM P03/FM P03 thereto and delivery shall occur during normal working hours of working days i.e. to the exclusion of Saturdays, Sundays and public holidays.

To each PN pack (box, bag...) Supplier shall associate ONE and ONLY ONE PO line. Invoices, either proforma or not, shall strictly reflect the deliveries and packaging and must refer to ONE and ONLY ONE PO number. All

invoices referring to many different POs numbers will be automatically destroyed by Purchaser and will remain unpaid. It is the full responsibility of Supplier to strictly respect these shipping and invoicing rules in order Purchaser proceed with the payments according to the terms and conditions agreed.

8.2 Preservation and marking of products

Supplier shall ensure that each Item is individually packed so as to ensure transit and storage in an undamaged and serviceable state to the place designated by the Purchaser. All the Products must be suitably preserved, packaged, packed, marked and prepared for shipment in compliance with Purchaser instructions or specifications mentioned in the Purchase Order or the SM P03 and, in the absence of such instructions or specifications, in compliance with best commercial practice and carrier regulations. For illustration purpose only: (i) for Products subject to specific storage conditions (example temperature of storage, air humidity rate, ventilated environment...) Supplier is responsible to ensure a proper packaging (ex carbo ice) allowing to maintain the optimal conditions of storage and the properties of the product till delivery to Auxitrol Weston point of delivery -(ii) if transported by air, the Product are packed for transit and storage in accordance with ATA specification 300.

No charges will be paid by Purchaser for preservation, packaging, packing, marking or shipping unless stated in the SBT or the Purchase Order.

8.3 Packing documents/Packing List

Packing list (an original plus at least one copy) showing the Purchase Order number(s) the line number associated to each Purchase Order, item number and quantity, net and gross weight and the date of shipment (together with any other information required by the SBT or the Purchase Order), the carrier name must be included with each shipment. One exemplar or one copy of the Packing list must be easily accessible from outside without having to open the package, and must correspond to and match exactly with the items and quantities placed in the relevant package.

Each container, containing multiple pack (box) must be marked to show all the pack and each of their individual packing list.

Packing list must be written in English in addition to local language if any.

8.4 Carrier selection

Purchaser will select the carrier and mode of transportation for all shipments where freight costs will be charged to Purchaser in accordance with the applicable Incoterms®.

8.5 Customs Declaration and Country of Origin

Irrespectively of the selected Incoterm, Purchaser will manage the customs clearance with its custom broker mentioned on the PO. On any cases Supplier shall provide all documents and information and at least HS code (as per European tariff), country of origin, specific jurisdiction if any and if necessary all other data related to the Products, such as but not limited to ECCN, hazardous declaration....

Supplier shall send to the Purchaser's reception department in advance and as soon as the shipment is at its shipping station all documents related and/or necessary for customs declaration.

Country of origin: Supplier must provide the Long Term Declaration (LTD) of origin of the Product corresponding to the first time Purchaser have placed an Order to the Supplier for that Product.

8.6 Supplier difficulty at complying with Purchaser's instructions

In case Supplier is unable to comply with shipping instructions of a PO, Supplier will contact his Purchaser's supply chain logistic organisation or/and Purchaser's procurement organisation point of contact.

Clause 9. – Quality Requirements, Inspection and Acceptance of Item(s).

9.1 Quality Requirements

This GTA and all related Purchase Orders shall be subject to Purchaser's quality requirements referenced in the SBT or/and the Purchase Order or/and SM P03 and/or FM P03.

Supplier's facilities, facilities of the suppliers and/or the subcontractors of the Supplier, manufacturing processes, quality control, and inspection system are subject to review, inspection, quality audit and analysis by Purchaser, its representatives and its customers upon request of the Purchaser and at a time consistent with the cause of the request.

9.2 Supplier Inspection

Supplier shall inspect or otherwise verify that all Products or/and Services, including those components produced or/and furnished by the Suppliers subcontractors or suppliers, comply with the PO requirement prior to shipment to the place defined by the Purchaser. Supplier is responsible and shall provide at no cost all data of test and inspection to the Purchaser. Supplier shall provide evidence of acceptance by its quality assurance department on all shipments in compliance with SM P03 and/or FM P03 and/or the PO. In absence of such instruction or/and information or/and specification, Supplier shall comply with the rules of the art and/or the best airworthiness practices.

9.3 Purchaser Inspection

All the Products and linked services/Work(s) may be subject, at Purchaser's discretion, to inspection and/or test to the agreed upon specifications by Purchaser and/or Purchaser's customer(s) at all times and places and at any stage of production and, if at Supplier's facilities, Supplier without additional charge shall provide all reasonable facilities and assistance required for safe and convenient test and inspection. The foregoing shall not relieve Supplier of its obligation to make full and adequate test and inspection. Purchaser may base acceptance or rejection of any or all the Products on inspection by sampling.

Moreover, Supplier shall cause any of its subcontractors or/and suppliers to grant to Purchaser same rights of visit and inspection of progress and performance of the Works subject of Purchaser's Purchase Order regarding schedule, costs, quality and Purchaser's and its customer IP rights protection.

9.4 Place of Inspection

If inspection and/or test is to be performed at Supplier's facilities Supplier shall notify Purchaser of the date the Products or/and Works are ready for inspection and/or test giving at least ten (10) working days advance notice. If, on arriving at Supplier's facilities, on the date given, the Products and linked services are not ready for such inspection/verification, Supplier shall be liable for reasonable travel and similar costs incurred by Purchaser and its customers as a result of Supplier's non-readiness.

9.5 Defect in the Item(s)

9.5.(1) Defect

If upon inspection and/or test any of the Products are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Purchase Order, Purchaser may require, in addition to its other rights:

- (a) prompt correction or replacement thereof at Supplier's expense, including any transportation charges, or
- (b) rework or have reworked any such Products at Supplier's expense for the purpose of having such Products brought into conformity with the requirements of the Purchase Order, or
- (c) require Supplier to make delivery of any such Products "as is" with a reduction in the price as may be mutually agreed, or
- (d) reject any such Products and, as necessary, require the immediate removal thereof from all areas concerned in the procurement, manufacture, test or supply of the Products, and Purchaser shall be promptly repaid the full invoice price therefore, plus any brokerage fees, packaging and transportation charges, or
- (e) debiting the standard costs defined in clause 9.5.(2) herein after and recover by debiting Supplier's account, the costs of all additional costs related to the nonconformity in excess of the standard costs incurred by Purchaser and/or
- (f) terminate the Purchase Order in whole or in part under the provisions of Clause 13.1 hereof. Purchaser may return non-conforming Products without any obligation to obtain authorisation from Supplier.

9.5..(2) Standard costs of non-quality associated to non-conformities

To cover the administrative costs of nonconformities, the Supplier shall pay compensation to Auxitrol Weston according the rates described below:

Incident	Associated Cost of non quality (*)
Non conformity accepted under concession by Auxitrol Weston	300 €
Non conformity detected by Auxitrol Weston at receiving inspection	600 €
Non conformity detected on our Production line	800 €
Non conformity detected by Auxitrol Weston customer	1500 €

(*) cost at economic conditions Calendar Year ("CY") 2020, January 1st applicable to CY2020 subject of a yearly inflation rate of two (2) percent.

9.6 Final Acceptance

Final acceptance shall be at the Purchaser's facility mentioned on the PO within a reasonable time after delivery, not to exceed thirty (30) business days. Payment shall not constitute acceptance. Acceptance shall be conclusive except as regards hidden or/and latent defect, fraud, or such gross mistakes as amount to fraud.

Nothing in this Clause shall relieve Supplier from any responsibility regarding defects or other failures to meet the requirements of the Purchase Order.

Clause 10. – Supplier Representations and Warranties

10.1 Supplier represents and warrants (a) it is competent to perform the Work(s), (b) it has the necessary knowledge, skill, experience, qualifications and equipment to perform the work, (c) it does not require any governmental or other third-party consents to enter into and perform its obligations under the GTA, (d) there is no pending dispute, action or proceeding before any court or agency which might adversely affect its ability to perform its obligations under the GTA, (e) it has and shall maintain during the term of the GTA all licenses and permits applicable including, but not limited to, all licenses required to maintain its activities and perform its obligations under the GTA, (f) it has not and will not enter into any agreement related to the Products which restricts or in any way whatsoever limits the use, operation, maintenance and after sale support of Products by Purchaser or its customers, (g) it presently has adequate facilities, equipment and personnel available to perform its obligations established in the GTA on a timely basis, and (h) it is not aware of any notice of adverse claim of infringement of any patent, copyright, trademark or misappropriation of trade secrets in connection with the Products which could negatively affect Supplier's performance under the GTA or ability to deliver the Products as contemplated by the GTA. Supplier acknowledges that Purchaser has relied on and is entitled to rely on Supplier as an expert fully competent in all phases of the work to be performed under the GTA.

10.2 Supplier warrants that all times it will remain in good standing with and pay promptly when due all amounts required by any board or authority having jurisdiction over Supplier or its operations with respect to corporate existence, health and safety matters, workers compensation and other employee related matters, except where failure to do so does not impact Supplier's ability to perform its obligations under the GTA or any Purchase Order. Upon Purchaser's request, Supplier will provide Purchaser with certificates of good standing or equivalent document from any such board or authority to evidence the foregoing. Failure by Supplier to make its payments or provide any certificate of good standing or equivalent document shall, in addition to any other rights or recourses that Purchaser may have in the circumstances, entitle Purchaser to withhold from any payments due to Supplier such amounts as Purchaser may consider necessary to protect itself from any liability, real or contingent, which Purchaser may have because of Supplier's default or failure to observe the provisions of this Clause 10.2.

Supplier's representatives shall comply with Purchaser's applicable rules and regulations relating to security or safety while on Purchaser's premises.

10.3 Before Supplier's employees have access to any Purchaser's facility and/or use of Purchaser's information technology resources and systems, Supplier will have conducted a third-party criminal and security background investigation on each of Supplier's employees to be granted such access.

Clause 11. – Surveillance of the Work(s)

11.1 On-Site Visit and Review

Supplier hereby grants, and shall use commercially reasonable efforts to cause any of its subcontractors to grant, to Purchaser and any of its customers the right to visit Supplier's or its subcontractors' facilities during operating hours to review progress and performance of Works, production, schedule, cost, quality and protection of Purchaser's Confidential Information or/and third party's Confidential Information.

Supplier agrees and shall use commercially reasonable efforts to cause any approved subcontractors to agree that Purchaser or/and its customers' authorised representatives shall be allowed access to all areas used in performance of the Work(s) subject of an Order.

Such access may be subject to the regulations of any governmental agency regarding admissibility and movement of personnel at Supplier's or its subcontractors' premises.

Supplier shall, and shall use commercially reasonable efforts to cause its subcontractors to, use its best efforts to reduce the period necessary to obtain access to all areas used in the performance of Work(s).

Purchaser shall notify Supplier in writing prior to any visit contemplated herein. The notice shall contain the names and positions of the visiting personnel and the duration and purpose of such visit.

11.2 Purchaser's Resident Representatives

In the event Supplier has notified Purchaser it will be unable to deliver the Products on the timeline outlined in the Purchase Order, or in fact fails to deliver such Products on the agreed timeline for any reason, Supplier agrees, and will cause its subcontractors to agree, that Purchaser may, at its sole discretion, and for such period as it deems necessary, place a resident team at Supplier's or its subcontractors' facility. The resident team shall function under a Purchaser manager who will supervise the resident team activities. The resident team shall be allowed access to or to review, as the case may be, all work areas and technical data including, but not limited to, program status reports, management reviews, manufacturing processes and equipment, drawings, blueprints and calculations used for or relating to Supplier's or its subcontractors' performance of this Agreement. Supplier agrees to provide the resident team, at no cost to Purchaser, with office space, desks, telephones, stationary supplies, filing cabinets, communication facilities including high speed internet access and any other items reasonably requested by Purchaser. The resident team will work with Supplier or its subcontractors to develop remediation strategies to minimize Product delivery delay time and return the Product delivery schedule to on-time performance, to the extent possible. Supplier agrees to indemnify Purchaser against any costs associated with establishing, transporting and installing a resident team at Supplier's or its subcontractors' facilities. Purchaser shall indemnify Supplier against any actions, claims, liability, losses and expenses for personal injury, death or property loss caused by the gross negligence or intentional misconduct of any of the resident team members placed in Supplier's or its subcontractors' facilities while carrying out their activities under GTA or/and Order(s).

Supplier shall reasonably cooperate with any resident team and shall use commercially reasonable efforts to implement any operational or production suggestions proposed by the resident team to improve the delivery schedule with respect to the Products.

In the event any Purchaser facilities inspection uncovers noncompliance with the provisions of the GTA, the SBT or/and an Order, Supplier will promptly submit a remediation plan outlining how it will remedy such defaults and representatives from Supplier and Purchaser will discuss and monitor the implementation of such remediation efforts.

Notwithstanding such assistance, access and review, i) Purchaser's engagement in any remediation discussions will not constitute a waiver of Purchaser's termination or other remedies under the GTA and/or any Order(s) with respect to such breach, and Supplier remains solely responsible for performing in accordance with each Order.

Clause 12. – Product Warranty

12.1 Supplier warrants that each Product furnished (including any replacement Product or repaired Product) shall conform to and meet the Specifications and shall be merchantable, free from defects in material and workmanship. Unless manufactured pursuant to detailed designs furnished by Purchaser, Supplier assumes design responsibility and warrants the Products have been and will be designed and engineered in respect of the rules of the art and with the skill and care expected of appropriately qualified and experienced professional designers and engineers and have been designed and engineered in accordance with the standards contained in the Specification and are state of the art and suitable for the purposes communicated by Purchaser. New Products furnished shall be comprised only of materials and goods which are new, of recent manufacture and of sound, merchantable and satisfactory quality. All Products delivered shall be free and clear of all liens, charges, mortgages or encumbrances and rights of others of any kind whatsoever and Supplier shall fully indemnify and

hold Purchaser harmless in this regard. Such warranties shall survive inspection, test, acceptance of and payment for the Products and shall run to Purchaser, its successors, assigns and customers. The warranties with respect to the Products shall survive for the length of time indicated in the Supplemental Business Terms. The length of the warranty period shall automatically be extended by the time taken to conduct any necessary repair or replacement work.

12.2 Supplier shall, at Purchaser's discretion, repair or replace free of charge any defective Product within the Turn-Around-Time defined between the Parties. Products or part thereof so replaced or repaired shall be subject to this warranty for the balance of the original warranty period outstanding at the time of discovery of the defect or six (6) months from the date of receipt of the repaired or replaced Product, whichever is longer, and such balance of the warranty period shall begin to run only from the date of receipt of the repaired or replaced Product by Purchaser. Supplier upon receipt of a defective Product will prepare a failure analysis report and submit it to Purchaser within fifteen (15) days of receipt of the defective Product (or such longer period as Purchaser agrees in writing). Except as otherwise set forth in the Supplemental Business Terms, in addition to the repair and replace remedy described above, Purchaser shall be entitled to recovery of related warranty claim costs including, without limitation, the cost of identification of the defect, removal of the defective Product, installation of the repaired or replaced Product, storage, transportation, testing, qualification or requalification, injuries to persons or property caused by the defective Product and damages, if any, imposed on Purchaser by Purchaser's customer or other third party arising from the breach of warranty. Supplier agrees to indemnify Purchaser for all such damages.

Clause 13. – Termination For Default 13.1 Purchaser may, by written notice to Supplier, terminate the whole or any part of a Purchase Order, the SBT or the GTA in any one of the following circumstances:

- (a) if Supplier fails to make delivery of any of the Products within the time specified in Clause 5 or any authorised extension thereof; or
- (b) if Supplier fails to comply with any other provisions of the Purchase Order, the SBT, the SM P03/FM P03 or the GTA, and does not cure such failure within a period of ten (10) working days after receipt of Purchaser's notice specifying such failure, or
- (c) If Supplier is in receivership, becomes insolvent or bankrupt, ceases paying its debts as they fall due, makes an assignment for the benefit of creditors or commences liquidation proceedings, or
- (d) if Supplier experiences a Change in Control that is not acceptable to Purchaser.

13.2 Upon the giving of the notice provided for in Clause 13.1, Supplier shall have no claim for further payment other than as provided in this Clause but shall be liable to Purchaser for any advance amounts paid by Purchaser and for all losses and damages which may be suffered by Purchaser by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Purchaser in procuring replacement Products from another party. Supplier agrees to repay immediately to Purchaser the portion of any advance payment that is unliquidated at the date of the termination. Upon termination of the Purchase Order(s), Purchaser may require Supplier to deliver to Purchaser any completed parts of the Products which have not been delivered and accepted prior to the date of termination and any materials, parts, tooling, equipment or work-in-process which the Supplier has acquired or produced specifically and transfer all the know-how that is necessary in the fulfilment of the Purchase Order(s). Payment for finished goods that are accepted by Purchaser will be at the contract price and payment for any materials, parts, tooling, equipment and work-in-process shall be at Supplier's cost, reasonably documented. Supplier shall continue performance of the GTA and/or the Purchase Order to the extent not terminated under provisions of this Clause.

13.3 Automatically upon termination of the Purchase Order pursuant to Clause 13.1, Supplier hereby grants Purchaser a world-wide, perpetual, unconditional, royalty free manufacturing license (including the rights to further sublicense and/or to have manufactured by a third party) to Supplier's proprietary information, processes, software, drawings and manufacturing data related to the Product for the sole purpose of the manufacture, use and support of the Products. Any tools, molds and dies related to the manufacture of the Products that were supplied by Purchaser, funded by Purchaser or in which Purchaser has title in accordance with provisions of the Supplemental Business Terms or the Purchase Order, but which are in Supplier's possession, will be delivered to Purchaser promptly following termination of the relevant Purchase Order. Supplier shall assign to Purchaser rights to all existing agreements or contracts it may have with subcontractors and suppliers where the same is related to the manufacture of the Products. Supplier shall assist, (including the loan of suitably qualified and experienced employees), cooperate with, and provide Purchaser with all relevant information in respect of which the license has been granted.

13.4 On termination of the GTA pursuant to Clause 13.1, Supplier will return or destroy, at Purchaser's discretion, all Confidential Information, prototypes and other materials supplied by Purchaser to Supplier in connection with the performance of the GTA. Purchaser shall be entitled to offset any invoice submitted by Supplier in respect of totally or partially completed Products against sums due from Supplier or against the

amount of damages corresponding to all damages caused to Purchaser as a result of the termination. Supplier shall reimburse Purchaser for all costs, expenses, losses and damages incurred by Purchaser to remedy Supplier's default and all costs incurred by Purchaser in resourcing the manufacturing of or support activities for the Products.

13.5 Termination for Default Single Source Supplier. Notwithstanding provisions of Sub-Clause 13 above "Termination for Default", if any Order is terminated as a result of the Supplier's failure to supply one or more Products in compliance with the agreed terms and conditions, including but not limited to the unit price, and if the Supplier is single source manufacturer for said Products, the Supplier shall at Purchaser's request and without charge transfer to Purchaser all the drawings, information, technical data, purchasing and suppliers conditions, documents, manufacturing and specific testing devices, and the authorizations.

Moreover, the Supplier shall provide all the technical assistance required for Purchaser to successfully manufacture - or have any third party manufacture -, use and sell for itself worldwide the Products subject of said termination which the Supplier will have failed to supply, as long as these Products are needed by any final customer of the Purchaser for use in the original application, and this shall not cause the industrial property right on the products to shift to Purchaser.

Any and all cost(s), including but not limited to all the costs related to the set-up of a new source and the increase, if any, of the Product(s) price(s) will be fully born at the Supplier. The Supplier and the new source manufacturer will collaborate in order to limit these over costs and to recoup as soon as possible the initial delivery planning of the Product(s).

Clause 14. – Termination For Convenience

14.1 Purchaser may at any time, by written notice to Supplier, terminate the GTA or any Purchase Order, in whole or in any part thereof not completed. Any such written notice of termination shall specify the effective date. Upon receipt of such notice, Supplier shall cease all work as specified in the notice, including the manufacture and procuring of materials, supplies, parts, accessories and equipment and subcontracts for the fulfilment of the Purchase Order that are no longer necessary in accordance with and to the extent specified in such notice. Supplier shall immediately terminate its purchase orders or subcontracts with supplier related to Works that are no longer necessary.

Purchaser may, at any time or from time to time, give one or more additional notices with respect to any or all parts of a Purchase Order not terminated by any previous notice or notices.

14.2 In the event of any notice being given pursuant to Clause 14.1:

a) All Products completed hereunder before the giving of such notice, and all Products completed thereafter in accordance with and to the extent specified in such notice, shall be paid for (subject to acceptance by Purchaser in accordance with the provisions of the Purchase Order) on the basis provided in the Purchase Order, and Supplier shall protect the Products in its possession in which Purchaser has or may acquire an interest. In no circumstances shall Purchaser be liable for any and all Works that have not been stopped in due time as specified in, and in compliance with the notice.

b) In respect to the Products not completed hereunder before the receipt of such notice, not completed thereafter pursuant to such notice and not previously paid for, Supplier shall be entitled to the sum of

(i) all costs which have reasonably and properly been incurred by Supplier in connection with Products which remain undelivered under the terminated portion of the GTA or Purchase Order, which costs shall comprise of expenditures on materials, labor, overhead and payments to suppliers and

(ii) all settlement costs as have reasonably and properly been incurred by Supplier in settling and paying vendor claims related to the terminated Purchase Orders, minus

(iii) the sum of all scrap credits and proceeds or value of reassignment of in-process material and Products, or both, sold or to any different Purchaser or repurposed.

c) In no case shall Supplier be entitled to any amount which taken together with any amounts paid or due to Supplier under the Purchase Order, would exceed the total amount payable for the Products to be supplied under the Purchase Order. In no case shall Purchaser be obligated to pay for either finished goods or work in process that is in excess of agreed lead time and delivery schedules in applicable Purchase Orders.

d) No payment and/or reimbursement shall be made for Products whether raw or in the course of manufacture or manufactured, which have been or may be rejected after inspection as not complying with the terms and conditions of the Purchase Order.

e) The Products in process, in respect of which an amount is payable to Supplier as provided under this Clause, shall be delivered to Purchaser, but the Products so delivered shall in no case be in excess of what would have been required for performing the Purchase Order in full if no notice of termination had been given.

f) Supplier shall have no claim for damages of any kind including but not limited to compensation, loss of revenue or profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or

notice given by Purchaser pursuant to the provisions of this Clause except and to the extent expressly provided in this Clause.

g) Supplier agrees that if a claim is filed as provided in this Clause, Supplier's books and records and its facilities shall at all reasonable times be subject to inspection and audit by an authorized representative of Purchaser.

14.3 Supplier agrees that it shall exclude from any claims hereunder and shall not be entitled to reimbursement for any Products or parts thereof which are:

- a) standard products or parts which it normally sells to customers; or
- b) Any parts which Supplier uses in its normal operations or Supplier could use in producing work for its other customers.

14.4 At Purchaser's request, Supplier shall transfer title (if not previously transferred) and deliver to Purchaser at place defined by Purchaser, all supplies, work in progress, tooling and manufacturing drawings and data (including but not limited to the know-how) produced or acquired by the Supplier for the performance of the Work under this GTA, or/and any Purchase Order in accordance with the notice. Moreover, Supplier shall return to the Purchaser all Purchaser's and its customers' proprietary information and IP and any Item related to the terminated Works.

14.5 Supplier shall have the right to submit a written termination claim to the Purchaser within forty five (45) days following the termination date. Such claim shall be substantiated with precise and material data, documentation, invoices, proof of payment and any other items requested by Purchaser, and contain sufficient details describing the amount claimed separated into specific categories corresponding to cost drivers or/and cost categories. If Supplier does not assert or submit a termination claim within the time period set forth before, Supplier shall be barred from submitting a claim and Purchaser shall have no obligation for payment to Supplier under this GTA or Purchase Order except for the parts and services previously delivered and formally accepted by the Purchaser. Moreover, Supplier shall indemnify and hold Purchaser harmless against any and all suits and proceedings (including their related costs, expense, losses and damages) against Purchaser, whatever their origin, arising in direct or indirect connection of that termination. The Parties will set up and execute a termination claim.

14.6 Any partial termination of an Order, Purchase Order shall not alter or affect the terms and conditions and the price(s) of the Purchase Order or any Order related to Product(s) and/or Service(s) not terminated.

Clause 15. – Purchaser Property, Tooling

Unless otherwise provided in the SBT or the Purchase Order, title and right of immediate possession upon request of all Purchaser's property, such as but not limited to tooling, equipment or materials furnished or paid for by Purchaser directly or indirectly for use under any Purchase Order shall be vested in and remain in Purchaser. Purchaser does not guarantee or warrant the accuracy, condition or adequacy of any tooling, equipment or materials furnished by it.

Supplier shall

- (a) be responsible for all loss or damages to such tooling, equipment and materials while in its custody or control, normal wear excepted, and shall properly insure against such risks,
- (b) take all necessary measures at no cost for Purchaser to protect against any risks of loss of usage or/and loss of value the Purchaser's property,
- (c) clearly mark same as property of Purchaser, and in accordance with any other requirements of the Purchase Order,
- (d) maintain the same inventory list and treat it confidentially,
- (e) keep same in good operating condition,
- (f) use the same exclusively for the performance of the Purchase Order unless otherwise authorized in writing by Purchaser,
- (g) on completion of deliveries under the Purchase Order hold such tooling, equipment or materials in safe custody awaiting Purchaser's disposal instructions, and
- (h) give prompt written notice to Purchaser's Procurement point of contact of the occurrence of any damage or/and loss to any property required to perform the Work(s).

Clause 16. – Subcontracting

15.1 Supplier may utilize any approved subcontractors identified in the SBT or the Purchase Order. Supplier shall not subcontract all or any of its obligations under the GTA to any person or entity not listed in the SBT or the Purchase Order without Purchaser's prior written consent. Purchaser will not unreasonably withhold its consent to any such subcontracting.

15.2 Supplier shall be responsible for its subcontractors compliance with all provisions of the GTA that are relevant to the subcontracted work, including the provisions of Clause 21 (Confidentiality), and Supplier shall remain fully liable to Purchaser for the proper performance of such provisions as if no such subcontract had been entered into.

15.3 This provision is not intended to limit Supplier's purchase of commercial off-the-shelf products in the course of its production of the Products.

Clause 17. – Intellectual Property Rights

17.1 Background Rights

(1) Each of Supplier and Purchaser will continue to retain all rights, title and interest in its own Background IP. Supplier shall identify any elements of its Background IP incorporated into the Products that it specifically wants to identify and protect in the course of performing the GTA and any related orders/purchase orders.

(2) Supplier hereby grants at no additional cost to Purchaser a non-exclusive, unlimited, transferable, worldwide license, for the duration of the relevant Background IP rights to use and have used any of Supplier's Background IP which may be necessary in order to use and sell the Product. Purchaser grants to Supplier at no charge a non-exclusive license to use any of Purchaser's Background IP contained in the Specification, solely for the purpose of performing any work in relation to the Product within the scope of this GTA and/or any Order/PO.

17.2 Foreground Rights

(1) The Parties acknowledge that if Purchaser funds totally or partly, either directly or indirectly the development or creation of any Foreground IP in the course of the GTA or/and any Order, Purchaser shall be the sole owner of, and shall have full title to, such Foreground IP, upon its creation or development and Supplier hereby transfers such title. Upon any creation or development of any Foreground IP necessary for the performance of any order from the Purchaser, Supplier shall promptly notify Purchaser. Should Purchaser elect to file any patent and more generally register any Foreground IP worldwide or in whatever specific jurisdiction in respect of any part or element of the Foreground IP, Supplier shall, at no additional cost to Purchaser, assist Purchaser in such registration, including without limitation the communication of all relevant data, execution of documents, authorisations and any other instruments necessary to enforce and give full effect to the provisions of this Clause.

(2) Purchaser hereby grants to Supplier at no charge a non-exclusive license to use the Foreground IP (including the right to sublicense to subcontractor(s) approved pursuant to Clause 15 and Clause 16.1.(2) solely for the purpose of performing any work in relation to the Products within the scope of the GTA.

(3) The Parties acknowledge that any Foreground IP developed independently by either Party without development efforts and/or confidential and/or proprietary data of the other Party, the developing Party shall be the sole and exclusive owner of such Foreground IP and the other Party's rights in such Foreground IP shall be limited to a license to the extent necessary to perform any Work in relation to the Product within the scope of this GTA or SBT/PO/Orders for the sale and use of the Products.

17.3 Jointly Developed Foreground IP

Except as otherwise specified in Clause 16.2.(1) above, any Foreground IP developed jointly by the Parties in the course of performance of the GTA shall be jointly owned by the Parties. If either Party desires to register any of the jointly owned Foreground IP elements of know-how comprised in such Foreground IP, such Party will notify the other of its intentions to make a filing or application and the other Party shall provide reasonable assistance and cooperation in making such filing. Any such application or filing will be made in the name of both Parties and any filing or application expenses shared equally. Should one of the Parties not wish to protect the jointly owned Foreground IP, the other Party is entitled to perform such filing or application in its own name and at its own expense with the waiving Party receiving, free of charge, a nonexclusive license for the use of jointly owned Foreground IP. Either Party may freely use all of jointly owned Foreground IP and make such jointly owned Foreground IP available for the use of its corporate affiliates, throughout the world, under any form, method for any platforms or purpose.

Clause 18. – Indemnity and Liability

18.1 Supplier's Liability

Supplier shall be liable to Purchaser for the timely and proper performance of its obligations under the GTA and shall be liable for all costs, losses, damages and liabilities, which may be incurred by Purchaser as a consequence of the failure by Supplier to comply with its obligations under the GTA, the SBT and/or any Order/Purchase Order, including amounts to be paid by Purchaser to its customer related to Supplier's breach, any amounts required to be paid to an alternative supplier as a consequence of the disturbance of production under the GTA and amounts for which Supplier may be liable pursuant to this Clause 17.

Supplier agrees that it shall not be released from its liability nor shall claim that its liability should be reduced in any manner and in any circumstances whatsoever on the grounds that:

- (a) part or all of the work covered by the GTA, the SBT and/or any order has been assigned to subcontractors;
- (b) Purchaser was involved in the follow-up in/or supervision of the development of the Products;
- (c) Purchaser has approved or ratified any version of the Specifications; or
- (d) the Product has been certified and/or approved by applicable aviation authorities and/or Purchaser.

18.2 Damages

Except as otherwise set forth in the SBT and/or any order, liquidated damages of any nature provided for in the GTA do not under any circumstance constitute the exclusive remedy for the damages sustained by Purchaser as a result of the irrelevant noncompliance by Supplier. Should the actual damages suffered by Purchaser exceed the amount of the liquidated damages, Purchaser shall be entitled to claim for, and would be justified to obtain, the amount corresponding to the entire damages, after deduction of the amount of liquidated damages already paid by Supplier or withheld by Purchaser with regard to the noncompliance having caused such damages.

18.3 Civil liability

Each party shall be solely liable, indemnify and hold harmless the other Party, its officers, directors, employees or insurers from and against any and all claims, losses, liabilities, suits, judgments, expenses and costs (including attorneys' fees) or the like in any way connected with the death of or injury to any person whomsoever, or the loss of or damages to any property of any person, entity or company when arising out of, or having its origin in the acts or omissions of, such party in connection with the performance of the works and services under this present GTA or/and any Order.

18.4 Infringement of IPR

From the Effective Date and as long as any of the Products remain in use by Purchaser's customers, Supplier shall hold Purchaser, its customers, their agents, successors, and assignees, harmless against all third party claims in connection with the alleged or actual infringement by Supplier of Intellectual Property rights belonging to a third party, and agrees to bear the full cost of all consequences, including any damage awards as well as settlement made in connection with the alleged infringement, attorneys' fees and any other legal fees that maybe incurred by Purchaser as a consequence thereof.

Supplier shall not be responsible for indemnifying Purchaser against claims arising out of infringement that is determined to have been caused by:

- (a) Purchaser's Specification with no non-infringing means of satisfying the Specification was available,
- (b) Supplier's use of Purchaser Background IP, or
- (c) Purchaser's modification or combination of the Product in a manner that causes such modified or combined product to be infringing when the original Product was not infringing.

Clause 19. – Limitation of Liability

18.1 To the fullest extent permitted under applicable law, under no circumstances shall Purchaser or its directors, officers, shareholders, affiliates or agents be liable for any direct, special, incidental, consequential, multiple or punitive damages, lost profits, or opportunity costs suffered by Supplier directly or indirectly in connection with the GTA and/or resulting from the termination of the GTA, or for any liability to third parties incurred by Supplier, including subcontractors, under any theory of liability, including strict liability.

18.2 Supplier's liability under the GTA shall be subject to the following limitations:

- (a) except as excluded in Clause 18.3 below, Supplier shall not be liable to Purchaser under the GTA for any special, incidental, punitive or exemplary damages, and
- (b) except as excluded in Clause 18.3 below, Supplier's total liability for damages under the terms of the GTA shall not exceed the amount set forth in the SBT, an Order or the Purchase Order.

18.3 The limitations of Supplier's liability set forth in Clause 18.2 above shall not apply to Supplier's liability arising out of or in connection with any of the following:

- (a) any claims against Supplier grounded in the law, including claims grounded in tort, civil law or any theory of liability, including strict liability;
- (b) any liability to third parties that are not parties to the GTA;
- (c) any liability arising out of or in connection with Clause 12 (Product Warranty), Clause 17.4 (Intellectual Property Indemnity), Clause 20 (Confidentiality), Clause 22 (Import/Export Regulations), or Clause 26 (Compliance with Laws and Regulations).

Clause 20. – Insurance

Supplier shall maintain or provide for the acquiring and maintenance of:

- a) Damage deposit insurance against losses or damage to all tooling, equipment, raw materials, parts, work-in-process, incomplete or completed assemblies and all Products or parts thereof, and all drawings, specifications, data and other materials relating to specifications, data and other materials relating to any of the foregoing, in each case to the extent in the possession of, or under the effective control of, Supplier or any of its approved subcontractors, all on an "all risks" basis with extended coverage, including, without limitation, coverages against earthquake, flood, fire, lightening and explosion in an amount no less than the replacement value of such property;
- b) Supplier will maintain broad form comprehensive legal liability insurance including, if the Products or Services are related to aircraft, aviation legal liability insurance including aircraft third party and passenger legal liability, grounding liability and permissives liability in the minimum aggregate amount described in the SBT or the Purchase Order. Supplier will also maintain workers compensation insurance and comprehensive automobile liability insurance coverage as described in the SBT or the PO.
- c) Insurance policies shall in all cases be issued by an insurance company of reasonably known capacity and in form and substance satisfactory to Purchaser in the exercise of its reasonable discretion.

Supplier, upon Purchaser's request, shall provide a certificate of insurance with respect to the required coverages and will, upon request, cause Purchaser to be named as an additional insured upon such policies.

Clause 21. – Confidentiality

21.1 If the Parties have entered into a separate Confidentiality or non-disclosure agreement prior to entering onto a specific SBT or/and any Order, it shall be reviewed between the Parties in order to amend it if any necessary. If there is no separate agreement, then this provision shall govern the Parties' treatment of Confidential Information. Each Party undertakes to the other that it shall keep the Confidential Information secret and will use it exclusively for purposes of the GTA and shall not disclose any Confidential Information to any third party, without the other Party's prior written consent, except as permitted in Clause 20.2 or 20.3, below. All Confidential Information will be protected by each Party with at least the same level of security and care as it uses with its own Confidential Information.

21.2 Each Party may disclose Confidential Information to its directors, officers and employees and, in Purchaser's case, to any corporate affiliates or customers to the extent such disclosure is limited to and necessary for the proper performance of the duties of such party in relationship to the Product. Supplier shall be permitted to disclose Confidential Information to approved subcontractors and its own suppliers to the extent necessary for the performance of the GTA and delivery of the Products.

21.3 Each Party shall be entitled to disclose or use without restriction all or part of the Confidential Information which (a) is within or comes into the public domain, other than by reason of a breach by such Party of its confidentiality obligations, (b) such Party can establish from its written records was already known to it free of any obligation of confidentiality on the date on which it was disclosed or was independently developed by such Party without the use of the other Party's Confidential Information, (c) is compelled to be disclosed by reason of a governmental or judicial order or applicable law, provided that prior notice is given to the disclosing party to permit them an opportunity to seek protection of the Confidential Information.

21.4 Upon expiration or termination of the GTA, the obligations herein relating to confidentiality shall continue in full force and effect for a period of five (5) years after the expiration or termination of the GTA; provided however, that with respect to any trade secrets contained in the Confidential Information, the confidentiality obligations will be perpetual.

21.5 Upon termination of the GTA, Supplier shall return or destroy, at Purchaser's discretion, all Confidential Information used by Supplier for the performance of the GTA and/or owned by Purchaser.

21.6 Supplier will not make any public announcement, news release or other public statement relating to the entering into of the GTA or receipt of any Purchase Order, unless such disclosure is required under applicable law. In the event of any required disclosure, Supplier will provide Purchaser an opportunity to review and comment on such required disclosure.

21.7 Each Party acknowledges and agrees that the other Party would be irreparably damaged in the event of the disclosure of its Confidential Information. Upon the occurrence of a breach or a threatened breach of the confidentiality obligations set forth in this Clause 20, the non-breaching Party shall be entitled to injunctive or other equitable relief to stop or prevent such disclosures.

Clause 22. – Continued Supply and Obsolescence

22.1 Continued Supply

Supplier undertakes to supply the Products, including spare parts and repair services for the Products, for the minimum period set forth in the Supplemental Business Terms or the Purchase Order, at fair and reasonable prices to be agreed upon by the Parties at the time of such request. Should Supplier discontinue the manufacture of the Products during said period, or if Supplier intend to discontinue the manufacture of product after the period set forth in the purchase order or the Order, Supplier shall notify Purchaser by written notice at least one (1) year in advance of such discontinuance to permit a “last buy” of Products and spares for the remaining period of this undertaking or, at the discretion of Purchaser, either make satisfactory arrangements with a third party to establish a continuing source of Products and spares or provide to Purchaser or its customer(s), at no charge, a non-exclusive royalty-free license to manufacture and have manufactured for its own use, spare parts and provide copies of all drawings, technical information, specifications, manufacturing instructions, patterns, tooling and other things necessary or appropriate for the manufacture of such Products and spares. Until the alternative source is validated by the Purchaser, is reliable, and delivers compliant products in due time, Supplier commits to continue to provide Purchaser with products and spares at price and conditions corresponding to the agreement in force, or at fair market price and conditions of last valid price agreed between the Parties. Supplier will actively support the setting up of the reliable alternative source/supplier.

22.2 Obsolescence Monitoring

Supplier is responsible for monitoring the risk of obsolescence and unavailability of materials or components necessary for the manufacture of the Product which it obtains from its suppliers and subcontractors. If Supplier receives notice or otherwise has reason to believe that a necessary material or component will cease to be produced or will be declared obsolete by its manufacturer and therefore cannot be procured any longer to meet the production and/or support needs under the GTA or any Order/PO, Supplier shall notify Purchaser in writing and will conduct an analysis of the how best to minimize the consequential effects of such Obsolescence through an anticipatory procurement of stock, identifying a new procurement source to support the GTA or otherwise. Except as otherwise agreed in the Supplemental Business Terms, Supplier will be responsible to resolve the Obsolescence problem, at no charge to Purchaser.

To minimize the potential for disruption caused by Obsolescence, Supplier shall: (a) consider Obsolescence during product design by using adequate parts selection procedures, design strategies, market information and Obsolescence management tools in order to minimize the impact of Obsolescence in advance; and (b) set up at its own cost an Obsolescence monitoring system with periodic reports to Purchaser.

Clause 23. – Import/Export Regulations

23.0 In the performance of obligations under the GTA, both Parties will comply with all applicable export, import and sanction laws, regulations, orders, and authorisation, as they may be amended from time to time, applicable to the export, including the re-export, or import of goods, software, technology, or technical data, or services, or Item(s).

The Party conducting the import or export shall obtain in due time all export or import authorisation necessary under the export/import laws for the Parties or third party(ies) to execute their obligations under the GTA or/and specific Order(s) or/and agreement.

The Party providing Item(s) under the GTA or/and specific Order(s) shall notify the other Party of the Item(s) export classification.

23.1 Supplier represents and warrants its understanding that:

- a) the Products, software, or technology it supplies under this Agreement (“Supplied Items”) are subject to the jurisdiction of the export controls, trade or economic sanctions, and arms embargoes of relevant government authorities (“Export Regulations”);
- b) the use, export, reexport, resale, release or other transfer of any Supplied Item is subject to Export Regulations as described in the Supplemental Business Terms or the Purchase Order;

23.2 Supplier covenants and agrees to comply with any Import/Export Regulations. Without limiting the foregoing commitment, Supplier covenants and agrees:

- a) to comply with Supplier’s and Purchaser’s national Export Regulations, and extraterritorial Export Regulations which include the U.S. Export Administration Regulations (“EAR”), and the U.S. International Traffic in Arms Regulations (“ITAR”);
- b) to comply with Part 760 of the EAR and Section 999 of the Internal Revenue Code and corresponding guidelines of the U.S. Department of the Treasury, and that no document relating to its sale of the Supplied Items will contain provisions reflecting participation in or cooperation with a foreign boycott that is not sanctioned by the United States, including without limitation the Arab League boycott of Israel;
- c) **to inform the Purchaser in writing as to the export classification, tariff classification, and country of origin of the Supplied Items;**
- d) **to coordinate with Purchaser any change to export classification implicated by development of Supplied Items;**
- e) to cooperate with Purchaser in furtherance of compliance with Export Regulations;
- f) **to apply for, and obtain, any required export license or other authorisation (“Export Authorisation”) in a timely manner;**
- g) to advise Purchaser of all terms, conditions, and provisos associated with any Export Authorisation and comply with the same;
- h) to promptly notify Purchaser of any denial of any Export Authorisation request;
- i) in the case of U.S. Suppliers who manufacture or export defense articles or defense services subject to the ITAR, to obtain and maintain a registration with the U.S. Department of State’s Directorate of Defense Trade Controls (“DDTC”), and provide, upon request of Purchaser evidence of the same or otherwise certify in writing to Purchaser that the Supplier does not engage in the above-mentioned activities such that registration with DDTC is not required;
- j) to identify and mark any technology or technical data subject to Export Regulations and only communicate the same through secure channels; and
- k) not to use, export, reexport, resell, release or otherwise transfer any hardware, software or technology supplied by the Purchaser (“Purchaser Items”) in a manner other than that directed by the Purchaser; without limiting the foregoing, Supplier covenants agrees (a) not to export, reexport, resell, release, or otherwise transfer any Purchaser Items in violation of Export Regulations; and (b) to export, reexport, resell, release, or otherwise transfer any Purchaser Item to another party only after receiving from such party a representation concerning its awareness of the possible application of Export Regulations and a covenant concerning its compliance therewith regarding its use, export, reexport, resale, release, or other transfer of any Purchaser Item.

23.3 Any and all communications implicated by this Clause shall be communicated to the Purchaser’s point of contact for export control issues as set forth in the SBT or the Order

Clause 24. – Government Contracts

When the case occurs, specific terms and conditions applicable to said nature of contracts will be defined on specific PO or SBT.

Clause 25. – Counterfeit Parts Prevention and Notification

25.1 Supplier represents and warrants that only new and Authentic materials are used in the Products and that the Products delivered contain no Counterfeit Parts. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, unless expressly authorized in writing by Purchaser in the SBT or the PO, Supplier shall only purchase Authentic parts/components directly from the Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCM) or through the OEM’s/OCM’s authorized distribution chain. Supplier must make available to Purchaser, at Purchaser’s request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM.

25.2 Supplier shall maintain a documented system (policy, procedure, or other documented approach) consistent with applicable industry standards, AS5553 as the minimum (unless otherwise stated in the SBT or the Purchase Order), for the detection and avoidance of counterfeit electronic parts and suspect counterfeit electronic parts, including policies and procedures for training personnel, designing and maintaining systems to

mitigate risks associated with parts obsolescence, making sourcing decisions, prioritizing mission critical and sensitive components, ensuring traceability of parts, developing lists of trusted and non-trusted suppliers, flowing down requirements to subcontractors, inspecting and testing parts, reporting and quarantining suspect counterfeit electronic parts and counterfeit electronic parts, and taking corrective action.

25.3 Supplier shall flow the requirements of this provision to its subcontractors and suppliers at any tier for the performance of any Order.

25.4 Should Supplier become aware of a confirmed or suspect Counterfeit Part that, by any means, has been delivered to Purchaser, or acquired for any Purchase Order whether or not delivered to Purchaser, notification will be made as soon as possible (but not later than five (5) working days following discovery) to Purchaser. Supplier will verify receipt of this notification by Purchaser.

Additionally, for confirmed Counterfeit Parts, notification should also be made not later than 60 days after discovery to the Government-Industry Data Exchange Program (GIDEP) and, if the underlying customer contract is with a U.S. government agency, a report will be submitted within no longer than 60 days to the agency Office of Inspector General and the Contracting Officer as required by the Federal Acquisition Regulations.

25.5 Supplier shall be liable for the cost of counterfeit parts and suspect counterfeit parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts.

25.6 Supplier shall quarantine suspect counterfeit electronic parts and counterfeit electronic parts, and make them available for investigation by appropriate government authorities.

Clause 26. –Compliance with Laws and Regulations .

26.1 General

Upon Purchaser's request, Supplier shall within five (5) working days provide Purchaser with certificates of good standing or equivalent document when permitted from any board or authority to evidence the foregoing. Failure by Supplier to provide any certificate of good standing or equivalent document when permitted shall, in addition to any other rights or recourses that Purchaser may have in the circumstances, entitle Purchaser to withhold from any payments due to Supplier such amounts as Purchaser may consider necessary to protect itself from any liability, real or contingent, which Purchaser may have because of Supplier's default or failure to observe the provisions of this Clause 26.

Purchaser is working with a third-party provider, iPoint GmbH to collect compliance data requested.

26.2 Supplier Commitment to Comply

(a) Supplier shall report on time and shall insure its compliance and that of each Item with all applicable regulations, statutes, rules, judgments, decrees, orders or permits applicable to its performance and/or Work(s) performed under the GTA or any Purchaser's Order (including those dealing with labor laws and environmental matters), at no cost for Purchaser.

(b) Supplier shall use its best efforts to anticipate any reasonably foreseeable evolution in the laws and regulations applicable to the Products or/and the Work(s) necessary to deliver the Item(s). Supplier agrees to indemnify and hold Purchase harmless from any failure of the former to comply with any provisions of such laws that effects its performance under the GTA or delivery of the Items. Supplier shall notify Purchaser at its earliest opportunity, but in any event sufficiently in advance to permit reasonable mitigation efforts, of any modification, restriction, enactment or notice of enactment of laws or regulations that impact or may reasonably be expected to impact Supplier's performance under the GTA.

(c) Supplier has been selected by Purchaser because of its expertise. As a consequence, Supplier remains solely and fully responsible to comply with any laws and regulations applicable to the Works he carries out to provide Item(s) to the Purchaser. Supplier shall not be relieved of any and all his responsibility(ies) because of a misinterpretation, whatever the form of such misinterpretation, of any law(s) and/or regulation(s) by the Purchaser or the Purchaser's personnel. In case of doubt, Supplier shall inform Purchaser's point of contact.

26.3 Conflict Minerals

Supplier shall comply at no cost for Purchaser with any present and future conflict mineral regulations such as the Dodd-Frank Act Section 1502.

Regarding the compliance with Dodd-Frank Act Section 1502, Supplier agrees to assist and cooperate with Purchaser's and Purchaser's affiliates' obligations to comply with" SEC Reporting Requirements for Issuers Using Conflict Minerals.

Conflict minerals list is updated on a regular basis, and includes but is not limited to: columbite-tantalite (coltan), cassiterite, wolframite, and gold. Supplier shall, on a regular basis, and at least once a year, prior to fill the SEC Reporting Requirements, or similar ones if any, check the list of minerals covered by said regulation(s).

Where relevant Supplier shall, either at Purchaser's request, or on his own initiative accordingly with the Works carried out by Supplier to provide Purchaser with the Item(s) subject of Purchaser's Order(s), fill the SEC reporting template, found at the place mentioned on Purchaser's website or mentioned on a specific mailing to Supplier, once a year no later than end of January calendar year "N+1" in which Supplier has delivered any Item(s) to the Purchaser, under this GTA or otherwise, during year "N".

If Purchaser provides the Supplier with a free access link/address to Purchaser's data or to a Purchaser's service provider address, Supplier shall process his declaration and report using only that link/address.

26.4 Purchaser's Code of Business Conduct and Ethics

Purchasers have a global Code of Business Conduct and Ethics and Whistle-blower Policy. This code, available on our website, applies to all Purchasers, subcontractors and service providers and to all supplier facilities performing Works for Purchaser. Purchasers/suppliers are subject to periodic supplier quality audits whereby they are expected to comply with our code of conducts and terms and conditions.

We are committed to working with our suppliers to address identified risks. Purchaser also detects risks through its Ethics Helpline and is open to company employees, suppliers' employees, and contractors to report suspected violations of Purchaser policies, including its Policy and Code.

All reports are treated as confidential, whether provided through telephone or website, and reporters may remain anonymous where permitted by law.

The Code expects our suppliers to have documented ethics and compliance policies, to implement their own code of conduct, and to flow down the principles of their code to their own supply chain.

Purchasers keep the right to audit the suppliers on this subject upon mutual compliance review.

26.4.2 Supplier Commitment

Supplier undertakes and agrees to fully comply with the Purchaser's Code of Conduct. To this extend, acceptance by the Supplier of any Purchaser's Order implies Supplier full commitment with the Purchaser's Code of Conduct Supplier shall maintain an ethic and compliance program appropriated for its business during the performance of the GTA and any Purchaser's Order(s).

Several anti-corruption, anti-bribery laws may be applicable as we conduct or seek business, or supply or procure goods or services around the world. Such laws may include the U.S. Foreign Corrupt Practices Act ("FCPA"), France's Sapin II legislation, the UK Bribery Act 2010 and other laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the local laws of the countries in which the Company conducts or seeks such business.

Supplier represents and covenants that no bribe, gift, benefit or other inducements has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Purchaser or any government agency or contractor or to a member of the family of such person with the view to influencing the entry into or the administration of a Purchase Order resulting therefrom.

Moreover Supplier warrants that it complies with any and all applicable laws related to anti-corruption or/and anti-bribery domains.

26.5 Slavery and Human Trafficking Statement.

Purchaser has a Combating Trafficking in Persons Policy, which can be found at in the quality management system, which prohibits Weston, our employees, agents, subcontractors and subcontractor employees from engaging in activities that are known enablers of human trafficking as identified in Federal Acquisition Regulation (FAR) 52.222-50 - Combating Trafficking in Persons

Purchaser is working with a third-party provider, iPoint GmbH, to help us address risks of modern slavery and human trafficking, especially throughout our global supply chain. We are using a modified version of the Slavery and Trafficking Risk Template (STRT)2 to survey our suppliers to assess the risk of slavery and human trafficking.

26.6 Specific Environmental Requirements

If applicable, Supplier undertakes and agrees to be in compliance with the provisions of the European Regulation 2002/95/CE dated January 27th, 2009 (“ROHS”) and notably its article 4 and 6. In cases where the Products contain materials included on the list of the EC regulation n°1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals (the “REACH Regulation”), Supplier undertakes and agrees to carry out, at its own cost, any formalities and obligations imposed by the REACH Regulation. Supplier shall comply with the obligation of communication of information set forth in the articles 32 and 33 of the REACH Regulation. It shall ensure that its own suppliers comply as well. Supplier undertakes and agrees to answer any further questionnaire allowing Purchaser to comply with the inquiry of its own customers. In particular Supplier will deliver to Purchaser, upon request, a certificate attesting the compliance with the REACH Regulation. Supplier will indemnify Purchaser against any damages that result from Supplier's non-compliance with the REACH Regulation.

26.8 DFARS clauses

When DFARS clause applies to the Works and/or Item(s) to be delivered to Purchaser, Purchaser will issue a specific agreement such as but not limited to a SBT, a PO, and Order. When the case arise, Supplier shall include these DFARS clauses in its subcontractor(s)'s contract(s) if any involved in Purchaser's Work(s) requesting compliance to DFARS provisions.

Clause 28. – Supplier's Parent Guarantee

28.1 Form of the Parent Company Guarantee

When Supplier is a subsidiary of a company, Purchaser may require that the Parent Company (Corporation or other business enterprise that has a controlling interest or ownership interest in another company and control the operations and activity of this subsidiary company) guaranties the performance of any Supplier's obligations hereunder, or commits any breach of or fails to fulfil any warranty or indemnity set out between the Parties, then the Parent Company shall immediately perform and fulfill in the place of the defaulting Supplier each and every obligation, warranty or indemnity in respect of which the Supplier has defaulted, and the Parent Company shall indemnify and hold harmless the Purchaser against all losses, damages, expenses, claims it may suffer by said failure or/and breach of the GTA or/and SBT or/and Order. Parent Company guaranty shall be in form and substance acceptable to Purchaser.

28.2 Change of Parent Company

Without prejudice to Clause 30 (Assignment; Change in Control), in the event that at any time during the duration of the GTA and/or SBT and/or Order, Supplier becomes a subsidiary of a new Parent Company, Supplier may procure, at the latest upon becoming a subsidiary of such new Parent Company, that the said new Parent Company provides a guarantee to and in favor of Purchaser in form and substance equivalent to the existing one and acceptable to Purchaser.

Clause 29. – Exclusivity

29.1 For a period of five (5) years after the last Item and/or Product is delivered to the Purchaser, Supplier grants to the Purchaser exclusivity on Item(s) and/or Products and their derivatives that is/are produced using a Specification supplied by Purchaser or using Confidential Information disclosed by the Purchaser or in which Purchaser jointly or exclusively owns Foreground IP. Such Products and/or Item(s) and their derivatives may not be manufactured or/and sold, directly or/and indirectly, by Supplier to any third party acting in the same domain of technology(ies) as the Purchaser, or/and on any existing or/and potential Purchaser's market(s).

29.2 Unless otherwise specified in the SBT or a Purchase Order, Purchaser is not prohibited from purchasing Products or items similar to the Products from any other source.

Clause 30. – Assignment; Change in Control

30.1 Supplier shall not assign this GTA or any Purchase Order issued thereunder, or any Work related to the Product (with the exception of purchasing standard catalog parts from Suppliers' suppliers), without the prior written consent of Purchaser, or as otherwise provided in the SBT or the PO. Purchaser is entitled to assign at any time the benefits, rights and remedies and/or transfer all or part of its obligations under the GTA to any third

party, including any customer of Purchaser, including in the case of any merger, consolidation, reorganization, voluntary sale or transfer of Purchaser or the voluntary sale or transfer of all or substantially all of Purchaser's assets. If Purchaser gives its consent to an assignment by Supplier, Supplier shall remain jointly and severally liable to Purchaser and/or any assignee of Purchaser for all obligations hereunder.

30.2 In the event a Change in Control of Supplier is envisioned, Supplier shall promptly give Purchaser prior written notice of such event identifying the potential person acquiring control, the contemplated change in ownership composition or other relevant Change in Control information reasonably requested by Purchaser. In the event that such Change in Control reasonably appears to Purchaser to materially affect the ability of Supplier to discharge its obligations under the GTA or if such Change in Control is in favor of a party which is strategically not acceptable to Purchaser because of an existing, latent or potential conflict of interest, Purchaser shall be entitled to terminate the GTA or any affected Purchase Order in accordance with the provisions of Clause 11.1.

Clause 31. – Record Retention

31.1 Governmental Contracts

Supplier shall maintain complete and accurate records evidencing the Products and supporting all Works, services performed, quality procedures and tests, royalties paid, allowances claimed and costs incurred by Supplier in the performance of this GTA and any Purchase Orders issued thereunder including, in the case of government contracts to which Clause 23 is applicable, with respect to those factors which comprise or effect direct labor hours, material costs, burden rates and subcontracts. Purchaser shall have the right to audit such records at Supplier's facility on reasonable advance request. Unless a longer period is specified in the SBT or the PO, all such records will be kept for a minimum of twenty (20) years. Extracts of records certified by Supplier's auditors shall be provided, as requested, in support of negotiations with Purchaser's customers or government agencies for adjustments for claimed changes, or cancellation claims or future contracts for the Purchaser's goods or services that include the same or similar Products. All information so obtained shall be treated in accordance with the confidentiality provisions of Clause 20.

31.2 Non-Governmental Contracts

Supplier shall comply with SM P03 or/and FM P03 and any provision of the PO or/and Order.

Clause 32. – Surviving Conditions

Notwithstanding any termination or completion of a Purchase Order or the termination or expiration of GTA, the Parties' obligations with respect to Clauses Definitions and Foreword, 6, 9, 11, 12, 13, 14, 15, 17, 18, 19, 21, 25, 29, 30, 31, 32, 33 and 34 shall survive any such termination and shall bind the Parties, their successors, their permitted assigns, and their legal representatives.

Clause 33. – Laws and Disputes

33.1 Agreements based on the Common Law

33.1.1 Applicable Law and Jurisdiction

All agreements based on the Common Law, and unless otherwise provided in the SBT, the GTA and any Order referring to said GTA shall be governed, construed and interpreted in accordance with the laws of England and Wales, excluding its choice of law rules. The GTA specifically excludes application of the United Nations Convention on Contracts for the International Sale of Goods.

33.1.2 Disputes

The Parties will seek to resolve all disputes arising under the GTA and/or any Order or/and SBT amicably. If the Purchaser's Procurement and the Supplier's Sales and Marketing Departments Heads are unable to resolve the conflict within thirty (30) days, the dispute will be escalated to a corporate officer at each of Purchaser and Supplier who has binding authority to resolve the dispute. If the corporate officers are unable to resolve such dispute in an additional thirty (30) days then either Party may commence a final and binding arbitration action administered by, unless agreed otherwise by writing between the Parties, the London Court of International Arbitration (LCIA) in accordance with its international arbitration rules. The language of arbitration shall be UK English (unless otherwise specified in the SBT or the Purchase Order). The number of arbitrators shall be three with each Party appointing one arbitrator and the

third arbitrator selected by the two designated arbitrators. All selected arbitrators must have extensive familiarity and experience in the industry for which the Products and/or Works were purchased for use.

33.1.3 Injunctive Relief

Notwithstanding the foregoing, either Party may seek equitable and injunctive relief in any court of competent jurisdiction in support of arbitration or in situations where an injunction is required to prevent immediate harm, such as but not limited to the disclosure of Confidential Information. For purposes of this provision, the Parties hereby consent to the exclusive jurisdiction of the courts of England and Wales unless otherwise agreed in the SBT or a specific PO.

The Parties waive the right of jury trial, if applicable, and further waive any right that it may have to assert the defense of forum no convenience in any such suit or arbitration.

33.2 Agreements based on the Roman Law

33.2.1 Applicable Law

All agreements based on the Roman Law, and unless otherwise provided in the SBT, the GTA and any Order referring to said GTA shall be governed, construed and interpreted in accordance with the laws of France, excluding its choice of law rules. The GTA specifically excludes application of the United Nations Convention on Contracts for the International Sale of Goods.

33.2.2 Disputes

The Parties will seek to resolve all disputes arising under the GTA and/or any Order or/and SBT amicably. If the Purchaser's Procurement and the Supplier's Sales and Marketing Departments Heads are unable to resolve the conflict within thirty (30) days, the dispute will be escalated to a corporate officer at each of Purchaser and Supplier who has binding authority to resolve the dispute.

If the corporate officers are unable to resolve such dispute in an additional thirty (30) days then either Party may commence a final and binding arbitration action administered by, unless agreed otherwise by writing between the Parties, the Paris International Chamber of Commerce in accordance with its international arbitration rules. The language of arbitration shall be French (unless otherwise specified in the SBT or the Purchase Order). The number of arbitrators shall be three with each Party appointing one arbitrator and the third arbitrator selected by the two designated arbitrators. All selected arbitrators must have extensive familiarity and experience in the industry for which the Products and/or Works were purchased for use.

33.2.3 Injunctive Relief

Notwithstanding the foregoing, either Party may seek equitable and injunctive relief in any court of competent jurisdiction in support of arbitration or in situations where an injunction is required to prevent immediate harm, such as but not limited to the disclosure of Confidential Information. For purposes of this provision, the Parties hereby consent to the exclusive jurisdiction of the courts of unless otherwise agreed in the SBT or a specific PO.

The Parties waive the right of jury trial, if applicable, and further waive any right that it may have to assert the defense of forum nonconvenience in any such suit or arbitration.

33.3 Costs and Expenses of Legal Action(s)

The cost, fees and expenses (including without limitation expenses incurred with legal representation and compensation of the arbitrators) shall be apportioned between the Parties on the basis of success on the merits as determined by the arbitrators, or in the absence of such a determination, each party will bear its own expenses.

33.4 Continuation of Works

Pending final resolution of any dispute Supplier shall proceed with performance of the Work(s) and Order(s) in accordance with the terms of GTA and/or the SBT and/or the specific Order(s).

Clause 34. – Miscellaneous

34.1 Partial Invalidity and Severability

Should any provision of a Purchase Order be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable. Any such invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision corresponding as closely as possible to the intentions of the Parties as expressed in the invalid provision.

34.2 Representation

It is agreed that the GTA does not constitute either Party the agent or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any right or authority to assume, or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other Party, or to bind the other Party in any manner or thing whatsoever.

34.3 Headings

The titles of the Clauses herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision, or affect the interpretation thereof.

34.4 Non-waiver

No delay or failure by either Party to enforce any provision herein shall constitute a waiver of such provision nor prejudice its right to enforce such provision at any subsequent time. Waiver of any provision shall only be deemed to have been made if expressed in writing by the Party granting such waiver. The remedies of Purchaser under the GTA are cumulative and are in addition to any other remedies provided by law.

34.5 Publicity

Without Purchaser's prior written authorisation, Supplier shall not and shall require from its subcontractor(s) or supplier(s) shall not release any publicity, advertisement, news, deny or confirmation of the same, regarding any Order and Work(s) perform under this GTA.

34.6 Prevalence

In case of conflict between any provision of the GTA and provisions of any other Order(s) issued by the Purchaser, the following order of prevalence shall apply:

1. The specific Order,
2. The SBT
3. The GTA
4. The document(s) referenced in the specific Order.
5. The document(s) referenced in the SBT.
6. The document(s) referenced in the GTA.

34.7 Entire agreement and entry in force

These present GTA(s) constitutes the entire agreement and undertaking between the Supplier and the Purchaser pertaining to the subject matter hereof and shall replace and cancel any other previous general terms of purchase. These present GTA(s) applies to all Works currently processed by Suppliers and all and any Item(s) to be delivered to Purchaser, as soon as they are published, or transmitted to Suppliers unless amended by mutual agreement between the Parties within twenty (20) working days after they are made public or transmitted to Supplier..

34.8 Language

The Parties hereto have agreed that this GTA be written in UK English language only. In case of contradiction between the UK English version and any translation in other language(s), this UK English version shall prevail.