

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SUPPLY OF SERVICES

PART A - GENERAL

1. Formation

- 1.1 These terms and conditions (the "Conditions") apply to Contracts made between the Supplier and the Buyer. They are provided by the Supplier to any buyer who requests its communication, by any mean any tangible medium, and constitute the unique basis for the commercial negotiation between the Supplier and the Buyer.
- 1.2 These Conditions are the only terms and conditions upon which Supplier undertakes to supply goods and services to Buyer and will apply to the exclusion of all other terms and conditions, including any terms or conditions which Buyer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by custom, practice or course of dealing.
- 1.3 Each order or acceptance of a quotation for Works is deemed to be an offer by Buyer to purchase Works upon these Conditions. Supplier may acknowledge receipt of the order to Buyer, but this shall not form an acceptance of the order. The Buyer acknowledges that a Contract is only formed when the order is expressly accepted by Supplier (by way of a written acceptance of order) or as set out in clause 1.5.
- 1.4 The acceptance of a quotation is not sufficient for the Contract to be formed. A Contract shall only be formed upon written acceptance of the order by the Supplier as set out in clause 1.3 or as set out in clause 1.5.
- 1.5 Acceptance of delivery of the Goods or commencement of the performance of the Services shall be deemed conclusive evidence of Buyer's acceptance of these Conditions and formation of a Contract on these Conditions, even in cases where there has been no written acceptance of order by Supplier in terms of clause 1.3.
- 1.6 Except as set out in the Contract, these Conditions may only be varied or amended in writing, signed by a duly authorized officer of each Party.

2. Miscellaneous

- 2.1 If any provision of the Contract is found by any court or tribunal of competent jurisdiction to be illegal, invalid or unenforceable then that provision will be severed from the Contract but this will not affect any other provisions of the Contract which will remain in full force and effect.
- 2.2 Any failure or delay by Supplier to exercise any right, power or remedy will not operate as a waiver of it.
- 2.3 Supplier may assign, delegate, license, hold on trust or subcontract all or any of its rights or obligations under the Contract.
- 2.4 The Contract is personal to Buyer which may not assign, delegate, license, hold on trust or subcontract all or any of its rights or obligations under the Contract without Supplier's prior written consent.
- 2.5 The Parties to the Contract do not intend that any of its terms will be enforceable by any person which is not a party to the Contract.
- 2.6 The Contract and any NDA contain all the terms which Supplier and Buyer have agreed in relation to the Works and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such Works. Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Nothing in this clause 2.6 excludes any liability which one Party has to the other in respect of any statements, promises or representations made fraudulently.

3. Notices

- 3.1 Any notice required or permitted to be given by one Party to the other Party under these Conditions shall be in writing addressed to the recipient (if Supplier) at its registered office or principal place of business or (if Buyer) to the address on its purchase order or address on Supplier's written acknowledgment of order, in each case marked for the attention of the General Manager/Company Secretary, or sent to such other address or person as the recipient may have notified the sender in writing in accordance with this clause 3.
- 3.2 A notice will be deemed to have been duly served:
 - 3.2.1 if delivered by hand or commercial courier, at the time of delivery; or
 - 3.2.2 if delivered by post (airmail if overseas) 5 Business Days after being posted.

4. Invoicing and payment

- 4.1 Supplier shall invoice Buyer for the Goods or Services ordered by Buyer as set out in Supplier's written acceptance of order and immediately after Supplier's written acceptance of order unless credit terms are expressly set out in Supplier's written acceptance of order, in which event Supplier will invoice Buyer on Delivery of the Goods or achievement of the relevant payment milestone, as applicable.
- 4.2 Production of the Goods or commencement of the Services and any period agreed for Delivery of the Goods or performance of the Services will not begin until payment has been received in full in cleared funds, unless stated otherwise in the Supplier's written acceptance of order or upon common settlement between the Parties.
- 4.3 Payment by Supplier shall be made in euros (€), unless stated otherwise in Supplier's written acceptance of order or upon common settlement between the Parties. Payment shall be made by electronic transfer to the bank account details stated on the Supplier's invoice for the relevant Goods or Services within 30 days of the date of Supplier's invoice.
- 4.4 All sums payable to Supplier under the Contract shall become due immediately upon termination of the Contract.
- 4.5 All payments to be made by Buyer under the Contract shall be made in full without any set-off, counterclaim or condition and without any deduction or withholding for or on account of any taxes, levies, duties, charges or fees of any nature, unless Buyer is required by law to make any such deduction or withholding. Where Buyer is so required, Buyer shall increase the amount payable by such sum as will ensure that, after the deduction or withholding has

been made, the Supplier receives a net amount equal to the full amount that it would have received had no such deduction or withholding been required. All bank transaction fees are the responsibility of the Buyer.

- 4.6 If Buyer fails to pay for the Goods and/or Services on the due date for payment, Supplier is entitled to charge a fixed penalty of 40 euros for late payment, as well as interest at the base rate of the European Central Bank at its most recent refinancing operation plus 10 percentage points, from the due date for payment until payment in full, and both before and after judgment. Late payment penalties are due without the need for a reminder.

5. Confidentiality

- 5.1 The Receiving Party shall keep confidential any and all Confidential Information that it may acquire from the Disclosing Party and agrees that:
 - 5.1.1 it will only use such Confidential Information to perform its obligations and exercise its rights under these Conditions (the "Purpose"); and
 - 5.1.2 it will only disclose such Confidential Information to its employees, officers or representatives who need to know the information for the Purpose, and agrees that it is responsible for any breach of this clause 5.1 by any of them. To this end, it undertakes to have its employees enter into a confidentiality agreement on terms at least as restrictive as those set forth herein. The Receiving Party undertakes to maintain the confidentiality of the Confidential Information for a period of time of 20 years.
- 5.2 The obligations in clause 5.1 will not apply where disclosure is required to comply with an order of a court of competent jurisdiction, but only to the extent stated in such order.
- 5.3 Copies or reproductions of the Confidential Information shall not be made except to the extent reasonably necessary for the Purpose and all copies and reproductions made shall be the property of the Disclosing Party. All Confidential Information and all copies and reproductions thereof shall be returned to the Disclosing Party within thirty days of receipt of a written request from the Disclosing Party or otherwise on completion of the Contract.
- 5.4 Nothing contained in the Contract shall be construed as overriding or prejudicing any Export Rules applicable to any part of the Confidential Information and the Disclosing Party will declare in writing when such rules are applicable. Where Export Rules apply, a Receiving Party shall not in any way transfer Confidential Information outside of the country in which it received it or to foreign persons, businesses or governments without the prior written consent of the Disclosing Party.

6. Intellectual Property

- 6.1 Subject to the pre-existing rights of third parties, all Intellectual Property Rights generated under the Contract in any Goods or arising out of the performance of any Services shall vest in and be the exclusive property of Supplier and Buyer hereby assigns title to and all present and future rights in such Intellectual Property Rights to Supplier.
- 6.2 No right or license is granted to Buyer in respect of the existing or future Intellectual Property Rights of Supplier, except the right to use the Goods or resell the Goods (excluding the Software which may only be sub-licensed to the extent permitted in these Conditions) or use the Services, in each case in Buyer's ordinary course of business and, in the case of the Software, solely for the purpose of the use of the Works.
- 6.3 Buyer will not allow any trademarks of Supplier or other words or marks applied to the Works to be obliterated, obscured or omitted nor add any additional marks or words except where it is agreed otherwise by the Parties in Writing.
- 6.4 Buyer shall not cause or permit any reverse engineering act, disassembly, or decompilation of the Goods or otherwise cause or permit any attempt to derive, obtain or modify the source code of the Software, except to the extent required by law.
- 6.5 If the Software is subject to a separate license agreement between Buyer and Supplier the terms of such separate license agreement shall supersede the terms of any Contract to the extent they explicitly relate to the licensing of such Software.

7. Force Majeure

- 7.1 Supplier will not be in breach of the Contract or otherwise liable to Buyer for any failure to perform or delay in performing its obligations under the Contract due to Force Majeure.
- 7.2 If Supplier's performance of its obligations under the Contract is affected by Force Majeure it will give written notice to Buyer as soon as reasonably practicable, specifying the nature and extent of the Force Majeure, and will use its reasonable endeavours to mitigate the effects of the Force Majeure but without being obliged to incur any expenditure.
- 7.3 If the Force Majeure in question continues for more than 180 days, either Party may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 30 days after the date on which the notice is given.

8. Termination

- 8.1 Either Party may terminate the Contract immediately by notice in writing served on the other Party if that other Party:
 - 8.1.1 is in material breach of any of the terms of the Contract and, where the breach is capable of remedy during the course of the performance of the Contract, the Party in breach fails to remedy such breach within 30 days of service of a written notice from the Party not in breach, specifying the breach and requiring it to be remedied. The Parties agree that failure to pay any sum due in accordance with the Contract is a material breach of the terms of the Contract; or
 - 8.1.2 is insolvent or ceases to trade or appears in the reasonable opinion of the other Party likely to cease to trade, subject to public order rules which are applicable to bankruptcy proceedings and liquidation proceedings.

- 8.2 Supplier may by notice in Writing served on Buyer terminate the Contract immediately if Buyer commences the manufacture of any goods which are similar to or may compete with the Goods.
- 8.3 The termination of the Contract is without prejudice to the rights, duties and liabilities of either Party accrued prior to termination and any terms which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 8.4 Supplier will be entitled to suspend any deliveries and/or performance otherwise due to occur following service of a notice specifying a breach under clause 8.1.1, or if Buyer is in breach of clause 12.1 or is in breach under any other agreement between the Parties, until such breach is remedied or the Contract terminates, whichever occurs first.
- 9. Exclusion and Limitation of Liability**
- 9.1 Supplier does not exclude or limit its liability (if any) to Buyer for any matter for which the Supplier is not permitted by French law to exclude or limit its liability.
- 9.2 Except as provided in clause 9.1 and clause 22.2, Supplier's aggregate Liability under each Contract shall be limited to the greater of (i) 100% of the amount paid by Buyer to Supplier under that Contract prior to the occurrence which triggered its Liability; and (ii) €10,000.
- 9.3 Except as provided in clause 9.1, Supplier has no Liability to Buyer for:
- 9.3.1 any claim arising out of an event which is caused, or contributed to, by the Goods and such event occurs after the commencement of the launch procedure of the vehicle carrying such Goods into space;
- 9.3.2 loss of profits, loss of business, loss of revenue, loss of goodwill, loss of anticipated savings, loss of or loss of use of or corruption of any data or software, pure economic loss or any special, indirect, punitive, incidental or consequential loss.
- 10. Law**
- The formation, existence, construction, performance and validity of the Contract and any dispute or claim arising out of or in connection with it, including any non-contractual obligations, will be governed by French law. The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 11. Disputes**
- 11.1 The intent of the Parties is to identify and resolve any Dispute promptly. Each Party agrees to notify the other Party of any Dispute in reasonable detail in writing as soon as possible after it arises, referring expressly to this clause 11.1 and undertakes to use its best efforts to resolve the Dispute amicably as quickly as possible.
- 11.2 If a Dispute is not resolved amicably within 30 days of notification by one Party to the other under clause 11.1, the more diligent Party may submit the Dispute to one or more arbitrators, who shall decide upon the Dispute in accordance with the Rules of Arbitration of the International Chamber of Commerce (January 1, 2021 Edition, or any later version in effect at the time the Dispute arises). The Parties expressly agree that where the Dispute does not exceed US\$3 million or its countervalue in euros, such dispute, controversy or claim shall be arbitrated under the expedited procedure provided for in the ICC Rules of Arbitration. Where the Dispute exceeds US\$3 million (or its countervalue in euros), it shall be arbitrated by three arbitrators, unless the Parties agree otherwise. Each party shall appoint an arbitrator and the two arbitrators shall appoint a third arbitrator who may not have the same citizenship as the parties. The place of arbitration shall be Paris. The language of the arbitration shall be English, unless both parties are French and the majority of communications between them are in French, in which case the language of the proceedings shall be French.
- 12. Export/Import**
- 12.1 Buyer acknowledges that the Works (including any Software) may be subject to Export/Import Laws and agrees to comply strictly with them.
- 12.2 Buyer shall notify Supplier of end-user country and the identity of its client in that country (and if different, the end-user) within 14 calendar days of submitting its purchase order to Supplier and shall provide any required export/import documentation within 30 calendar days after Supplier's request for the same. Buyer acknowledges that any delay in providing any such information and/or documentation will entitle Supplier to make an equitable adjustment to the charges for such Goods and/or Services and, notwithstanding any payment which may have been received by Supplier for the same, delay production and/or delivery of such Goods and/or supply of such Services without incurring any Liability.
- 12.3 In addition to the provisions of clause 4.2, the Parties agree that Delivery of the Goods and/or commencement of the Services will not begin until such authorizations, consents or permits required under Export/Import Laws have been received by Supplier and Buyer has complied with clause 12.2.
- 12.4 Buyer acknowledges and agrees that the Works shall not be directly or indirectly exported, re-exported, trans-shipped or otherwise transferred to any country in respect of which the U.S., the EU or any of its Member States, or the UK maintains an embargo, to any person or entity on any sanctions list, including but not limited to (i) the U.S. Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List, (ii) the U.S. Department of Commerce Denied Parties or Entity List, (iii) any comparable list maintained from time to time by the European Union or any of its Member States, or the United Kingdom (collectively, "Denied or Restricted Parties"), or otherwise in violation of Export/Import Laws. Where required to comply with Export/Import Laws, Buyer will obtain all required authorizations, consents and permits from any government authority with responsibility for the administration of Export/Import Laws before exporting, re-exporting, trans-shipping or transferring the Works or associated technical data or technology provided by Supplier.
- 12.5 Acceptance of these Conditions certifies to Supplier that Buyer is in compliance with all applicable registration or authorization requirements including, without limitation, those required under the U.S. International Traffic In Arms Regulations and that such registrations and authorizations exist and will remain valid during the term of the Contract.
- 12.6 Buyer confirms that the Goods will not be exported, re-exported, trans-shipped or otherwise transferred to countries specified in the Country Guidance Chart which can be found at <https://www.exens-solutions.com/legal/export-guidance/> without prior written approval of Supplier.
- 13. Data Protection and Information Security**
- 13.1 Each Party undertakes to comply with all applicable Data Protection Laws in connection with the performance of its obligations under the Contract.
- 13.2 If Agreement Personal Data is disclosed by a Party subject to European Data Protection Laws, and the recipient Party is established in a country outside of the European Union (as it is made up from time to time), the Parties shall either:
- 13.2.1 comply with their respective obligations under the EU Model Controller to Controller Clauses and in such circumstances the parties hereby agree that the EU Model Controller to Controller Clauses will be incorporated by reference with the consequence that no separate signature will be required to make them binding between the respective parties; or
- 13.2.2 with the prior consent of the disclosing Party, put in place an alternative agreed transfer mechanism that is approved by the European Commission.
- 14. Indemnity**
- 14.1 Buyer indemnifies and agrees to keep indemnified and hold harmless Supplier from and against any claims:
- 14.1.1 by third parties which are caused by or arise out of or in connection with any act or omission of Supplier carried out pursuant to instructions of Buyer or any breach by Buyer of any terms of the Contract;
- 14.1.2 by third parties which are not Buyer's customers or users of the Works; and
- 14.1.3 arising from use of the Works other than as specified in these Conditions (where use is so specified) or other than for the purpose for which those Works were designed.
- 15. Survival**
- 15.1 The provisions of clauses 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16.7, 20, 21, 22.2, 25.5 and 26.6 of these Conditions and any specific Conditions established between Parties, will survive and remain in force if the Contract is terminated for any reason.
- 15.1.1
- 16. Bribery Act and Corruption**
- 16.1 Each Party shall at all times comply with all Anti-Bribery and Corruption Laws and shall not and shall ensure that its officers, employees, agents, subcontractors and any other persons who perform services for or on behalf of that Party in connection with the Contract shall not, engage in any activity, practice or conduct which causes or could cause it or any member of its Group or the other Party or any member of the other party's Group to breach or commit an offence under any Anti-Bribery and Corruption Laws.
- 16.2 Each Party shall at all times comply, and shall ensure that its officers, employees, agents, subcontractors and any other persons who perform services for or on behalf of it in connection with the Contract comply, with the other party's anti-bribery policy in force from time to time as provided to that Party.
- 16.3 Each Party shall ensure that its subcontractors involved in the performance of the Contract does so only on the basis of a written contract which imposes on that subcontractor terms equivalent to those imposed on the Parties under this clause 16. Each Party is responsible for the observance of its subcontractors of the terms of the written contract.
- 16.4 Each Party shall promptly report to the other any request or demand for any improper financial or other advantage of any kind received by a Party, or which a Party gives or intends to give, in each case whether directly or indirectly, in connection with the performance of this Agreement.
- 16.5 Each Party will promptly give the other written notice of any breach of this clause 16.6.
- 16.6 Breach of this clause 16 shall be deemed a material breach of the Contract which is not capable of remedy and each Party may exercise its rights to terminate the Contract under clause 8.1.
- 16.7 Each Party shall indemnify each member of the other Party's Group from and against any and all losses, liability, damages, claims, demands, actions, costs, (including costs incurred in preventing, avoiding or mitigating loss), charges, interest, payment actions, proceedings, penalties, fines, adverse judgments, orders or other sanctions, expenses or liabilities (including lost opportunity costs, additional administrative and management time, loss of anticipated savings and costs and expenses of the other Party's Group and legal expenses calculated on a solicitor and client basis) suffered, incurred or arising as a result of any breach by a Party of this clause 16 or by any subcontractor of any equivalent provisions contained in the relevant subcontract.
- PART B – GOODS AND SERVICES**
- 17. Quantity and Description of the Goods and Services**
- 17.1 The quantity and description of the Goods and/or Services will be as set out in Supplier's written acceptance of order.
- 17.2 All samples, drawings, data sheets, descriptive matter, specifications and advertising issued by Supplier (or the manufacturer of the Goods) and any descriptions or illustrations contained in Supplier's or manufacturer's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services represented by or described in them. They will not form part of the Contract and this is not a sale by sample. Supplier may make any changes to the specification of the Goods or Services and the design, materials or finishes of the Goods which:
- 17.3.1 are required to conform with any applicable safety or other statutory or regulatory requirements; or
- 17.3.2 do not materially affect their quality or performance.

18. Price of the Goods and Services

- 18.1 The price for the Goods and/or Services will be the price specified in Supplier's written acceptance of order and except where expressly stated otherwise in such written acceptance of order, is exclusive of any:
- 18.1.1 costs of packaging and carriage of the Goods;
 - 18.1.2 cost of any pallets and returnable packaging or containers; and
 - 18.1.3 VAT, which will be added to the sum in question; and
- which will be paid for by Buyer in addition to the price for the Goods and/or Services.
- 18.2 Supplier will be entitled to increase the price of the Goods and/or Services following any changes in the Goods and/or Services made at the request of Buyer and agreed by Supplier or to cover any extra expense as a result of Buyer's instructions or lack of instructions, or to comply with the requirements referred to in clause 17.3.1.
- 18.3 Subject to clause 18.4 and 18.5, the price for the Goods and/or Services is fixed for the period for 12 months from the date of Supplier's written acceptance of order, unless stated otherwise in Supplier's written acceptance of order or where the price is not stated in euros ("Overseas Currency"). Where the price is not invoiced and/or paid in full within this 12 month period, Supplier may increase the price of the Goods by the increase in the Consumer Price Index published in France by INSEE (or any replacement for this index from time to time) during this 12 month period. Following this 12 month period, where the price on the written acceptance of order is in an Overseas Currency if the Exchange Rate at the date of invoice has varied from the Exchange Rate at the date of written acceptance of order by more than 5%, Supplier may increase the price at any time prior to the date of invoice by the impact of any such currency fluctuation. For these purposes Exchange Rate means the reference buy rate of the Banque de France between euros to Overseas Currency at close of business on any Business Day.
- 18.4 Supplier reserves the right to increase the price of the Goods and/or Services as a result of the imposition or increase of any tariffs, duties and taxes from time to time.
- 18.5 In accordance with Article 1195 of the Civil Code, if a change in circumstances unforeseeable at the time the Contract was entered into makes performance excessively onerous for the Supplier who had not agreed to assume the risk, the Supplier shall approach the Purchaser with a view to renegotiating the terms of the Contract. If renegotiation is refused or fails within thirty (30) days of notification of the unforeseeable change in circumstances, the more diligent party may submit the Dispute to an arbitrator in accordance with Article 11.2.

19. Delivery of the Goods

- 19.1 Unless otherwise expressly specified in the Supplier's written acceptance of order,
- 19.1.1 delivery of the Goods will be made EXW (ex-works) as defined in INCOTERMS 2020; and
 - 19.1.2 Buyer shall provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for loading the Goods.
- 19.2 Delivery of the Goods shall be made during Supplier's usual business hours.
- 19.3 Supplier will use reasonable endeavours to deliver and perform each of Buyer's orders for the Goods within the time specified in Supplier's written acceptance of order and, if no time is specified, then within a reasonable time, but the time of delivery shall not be of the essence.
- 19.4 Any delay in delivery will not entitle Buyer to cancel the Contract unless and until Buyer has given 180 days' written notice (or such longer period specified in the written acceptance of order) to Supplier requiring the delivery to be made and Supplier has failed to deliver within that period. If Buyer cancels the Contract in accordance with this clause then:
- 19.4.1 Supplier shall refund to Buyer any sums which Buyer has paid to Supplier in respect of that Contract or part of the Contract which has been cancelled and has not been delivered or is not ready for delivery; and
 - 19.4.2 Buyer will be under no liability to make any further payments under clause 4.2 in respect of that Contract or part of the Contract which has been cancelled unless the Goods are ready for delivery.
- 19.5 If Buyer fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered on time (except solely on account of Supplier's default), the Goods will be deemed to have been delivered on the due date and (without prejudice to its other rights) Supplier may:
- 19.5.1 store or arrange for storage of the Goods until actual delivery or sale in accordance with this clause and charge Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or
 - 19.5.2 following written notice to Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge Buyer for any shortfall below the price under the Contract; and/or
 - 19.5.3 in the event that it is unable to sell the Goods, terminate the Contract and recover any sums payable to the Supplier from the Buyer.

20. Risk/Ownership

- 20.1 Risk of damage to or loss of the Goods shall pass to Buyer on Delivery.
- 20.2 Legal and beneficial ownership of the Goods (excluding Software) will not pass to Buyer until Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
- 20.2.1 the Goods; and
 - 20.2.2 all other sums which are or which become due to Supplier from Buyer on any account.
- 20.3 Until ownership of the Goods (excluding Software) has passed to Buyer, Buyer must:
- 20.3.1 hold the Goods on a fiduciary basis as Supplier's bailee;
 - 20.3.2 store the Goods (at no cost to Supplier) separately from all other Goods of Buyer or any third party in such a way that they remain readily identifiable as Supplier's property;
 - 20.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 20.3.4 maintain the Goods in satisfactory condition insured on Supplier's behalf for their full price against all risks to the reasonable satisfaction of Supplier, and will whenever requested by Supplier produce a copy of the policy of insurance.

- 20.4 Buyer may resell the Goods (or, in the case of the Software, sublicense the Software) before ownership has passed to it solely on the following conditions:
- 20.4.1 any sale will be effected in the ordinary course of Buyer's business at full market value and Buyer will account to Supplier accordingly; and
 - 20.4.2 any such sale will be a sale of Supplier's property on Buyer's own behalf and Buyer will deal as principal when making such a sale.
- 20.5 Buyer's right to hold the Goods will terminate immediately if any of the circumstances set out in clauses 8.1 or 8.2 occur.
- 20.6 Supplier will be entitled to recover payment for the Goods notwithstanding that title in any of the Goods has not passed from Supplier.
- 20.7 Buyer grants Supplier, its agents and employees for the duration of the Contract and for a period of one year following the duration of the Contract, an irrevocable licence and provision at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Buyer's right to possession has terminated, to recover them.
- 20.8 On termination of the Contract, howsoever caused, Supplier's (but not Buyer's) rights contained in this clause 20 will remain in effect.
- 20.9 Buyer is solely responsible and liable for the proper legal disposal of all materials purchased from Supplier at the end-of-life cycle of such materials.

21. Resale

- 21.1 Subject to clause 21.2, Buyer represents and warrants that:
- 21.1.1 it is an end-user of the Goods or one of its affiliates is an end-user of the Goods or it will re-sell the Goods as part of a significantly more substantial Buyer solution into which the Goods are being integrated ("Buyer Solution") or it will re-sell the Goods as spares pursuant to such a Buyer Solution or is a party to a separate written re-seller agreement with Supplier; and
 - 21.1.2 such purchase of Goods by Buyer is not pursuant to any joint endeavours or efforts of any kind (formal or informal) by the Parties; and
 - 21.1.3 such purchase of Goods is subsequent to an unsolicited offer by Buyer and not pursuant to any other form or relationship agreement of any kind (formal or informal, pricing, discount or territory) between the Parties (other than the appointment by Supplier of Buyer as an approved reseller of the Goods).
- 21.2 In the event that Buyer is unable to comply with clause 21.1 then it shall not, without the express prior written approval of Supplier, resell the Goods.

22. Warranty - Goods

- 22.1 Supplier warrants to Buyer that the Goods are and shall, during the Warranty Period, be of satisfactory quality or, where there is a description of the Goods, will comply with their description according to the supplier's statement of compliance.
- 22.2 Supplier shall, free of charge, and at its option, repair, replace, or refund the purchase price (if paid) or cancel the invoice (if not paid) for Goods which are proved, to the reasonable satisfaction of the Supplier, to not comply with the warranty in clause 22.1 due to defects in material, workmanship or design (other than a design made, furnished or specified by Buyer). Subject to clause 9.1, the provisions of this clause 22.2 are Supplier's sole Liability if the Goods do not comply with the warranty in clause 22.1 and Buyer's sole remedy for breach of this clause 22.2 shall be the allocation of contractual damages, and Supplier's Liability for breach of this clause 22.2 shall be limited to the purchase price of the Goods.
- 22.3 Buyer shall notify Supplier of any defect or suspected defect in Goods within 14 days of Delivery where the defect should be apparent on reasonable inspection, or within 14 days of the defect coming to the knowledge of Buyer where the defect is not one which should be apparent on reasonable inspection, and in any event within the Warranty Period.
- 22.4 Supplier will not be in breach of the warranty in clause 22.1 or obliged to comply with clause 22.2 if:
- 22.4.1 Buyer does not comply with its obligations under clause 22.3; or
 - 22.4.2 the defect is attributable to any fair wear and tear relating to the Goods; or
 - 22.4.3 the Goods have been improperly altered by the Buyer or any third party in any way or have been subject to misuse or unauthorised repair; or
 - 22.4.4 the Goods have been improperly installed or connected; or
 - 22.4.5 any maintenance requirements relating to the Goods have not been complied with; or
 - 22.4.6 any instructions as to storage of the Goods have not been complied with in all respects.
- 22.5 Supplier's obligation in clause 22.2 is subject to the Goods being returned by Buyer to Supplier carriage paid. Supplier will deliver any repaired or replacement Goods to Buyer at Supplier's own expense.
- 22.6 Any Goods that have been returned to Supplier and for which replacement Goods have been supplied to Buyer, shall belong to the Supplier. The warranty under clause 22.1 will apply to any repaired or replacement Goods supplied by Supplier under clause 22.2 for the remainder of the original Warranty Period.

23. Buyer's obligations – Goods and Services

- 23.1 Buyer shall provide or procure the provision to Supplier of all facilities and such other assistance and services as may be necessary to the extent and quality necessary to enable Supplier to fulfil its obligations under the Contract. This assistance shall include (but not be limited to) the timely provision of and access to information, data, accommodation, computing resources, appropriate Buyer employees and a safe working environment.
- 23.2 If Buyer fails to provide any instructions, documents, licenses or authorizations or to attend at qualification tests, in each case required to enable the Contract to be performed on time (except solely on account of Supplier's default), Supplier will not be in breach of the Contract.

24. Performance of the Services

- 24.1 The Services shall be performed at the Service Point during Supplier's usual business hours.
- 24.2 Supplier shall use reasonable endeavours to deliver and perform each of Buyer's orders for the Services within the time specified in Supplier's written

- acceptance of order and, if no time is specified, then within a reasonable time, but the time of performance will not be of the essence
- 24.3 Any delay in performance will not entitle Buyer to cancel the Contract unless and until Buyer has given 180 days' written notice (or such longer period specified in the written acceptance of order) to Supplier requiring the performance to be made and Supplier has not fulfilled the performance within that period. If Buyer cancels the Contract in accordance with this clause then:
- 24.3.1 Supplier shall refund to Buyer any sums which Buyer has paid to Supplier in respect of that Contract or part of the Contract which has been cancelled and has not been delivered or is not ready for delivery; and
- 24.3.2 Buyer shall be under no liability to make any further payments under clause 4.2 in respect of that Contract or part of the Contract which has been cancelled.

25. Warranty for the Services

- 25.1 Supplier warrants that the Services will be performed with reasonable care and skill.
- 25.2 If during the Warranty Period the Services are proved, to the reasonable satisfaction of Supplier, to not comply with the warranty in clause 25.1 due to defects in workmanship Supplier shall, free of charge, re-perform such Services. The provisions of this clause 25.2 are Supplier's sole Liability if the Services do not comply with the warranty in clause 25.1 and Buyer's sole remedy for breach of this clause 25.2 shall be in contractual damages and Supplier's Liability for breach of this clause 25.2 shall be limited to the purchase price of the Services.
- 25.3 This obligation will not apply where Buyer has failed to notify Supplier of any defect or suspected defect within 14 days of the completion of the Services where the defect should be apparent on reasonable inspection, or within 14 days of Buyer becoming aware of the defect where the defect is not one which should be apparent on reasonable inspection, and in any event no later than 12 months from the date of completion of performance of the Services.

PART C - DEFINITIONS AND INTERPRETATION

26. Definitions and Interpretation

- 26.1 In these Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Agreement Personal Data" means the Personal Data (as defined under Data Protection Law) processed pursuant to or in connection with the terms of the Contract

"Anti-Bribery and Corruption Laws" means any and all laws including statutes, statutory instruments, bye-laws, orders, regulations, directives, treaties, decrees, any judgment order or decision of any court, regulator or tribunal which relate to anti-bribery and/or anti-corruption, including "Loi Sapin 2" #2016-1691 of 9 December 2016, the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977 (15 U.S.C. Section 78dd-1, et. seq.), as amended.

"Buyer" means the corporate body issuing a purchase order for the Goods and/or the Services.

"Conditions" means the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Parties.

"Confidential Information" shall mean any information or data relating to products, software, network management information and services and information relating to a Party's business or affairs including that of its parent, associated, affiliated and subsidiary companies or which is otherwise related to the Purpose, which is disclosed whether in writing, orally or by any other means to one Party (the **"Receiving Party"**) by the other Party (the **"Disclosing Party"**), or by a third party on behalf of the Disclosing Party, or to a third party on behalf of the Receiving Party or which is otherwise obtained by the Receiving Party from the Disclosing Party, whether before or after the date of the Contract. This shall exclude any part of such disclosed information or data which: (i) is in or comes into the public domain in any way without breach of the Contract by the Receiving Party; or (ii) the Receiving Party can show: (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (b) to have been independently developed by or for the Receiving Party at any time without use of Confidential Information disclosed to it by the Disclosing Party; or (c) to have been obtained by it or made available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the Disclosing Party; or (d) is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or (e) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

"Contract" means any contract between Supplier and Buyer for the sale and purchase of the Goods and/or supply of the Services formed in accordance with clause 1.

"Data Protection Laws" means any laws in force in France from time to time that relate to data protection, the processing of personal data and privacy, including without limitation:

- (a) the Law n°78-17 du 6 janvier 1978 ;
- (b) the General Data Protection Regulation (EU) 2016/679; and
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

"Delivery" means delivery in accordance with clause 19.1 or deemed delivery in accordance with clause 19.5.

"Delivery Point" means the place where delivery of the Goods is to take place under clause 19.1.

"Dispute" means any dispute, claim, difference or controversy arising out of or in connection with the Contract, including any dispute as to its existence, validity, interpretation, performance, breach or termination and any dispute relating to any non-contractual obligations arising out of or in connection with it.

"EU Model Controller to Controller Clauses" means the transfer agreements incorporating the standard contractual clauses for data controllers established in third countries pursuant to the EU Commission decision (2004/915/EC) of 27 December 2004 under EU Directive (95/46/EC), or such other Commission decision as may replace it from time to time.

"Export/Import Laws" means applicable export, import and sanctions laws and regulations of the following governments and their relevant departments and agencies:

- (a) the U.S.;

- (b) the European Union and its Member States;
- (c) the UK; and
- (d) any other country in which Buyer operates or into or from which it imports or exports.

"Export Rules" means any classification or export control regulation including the European regulations (*Wassenaar Arrangement and (EC) Regulation 1334/2000 of June 22, 2000, such as modified from time to time*) U.S. Export Administration Regulations ("EAR"), U.S. International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the U.S. Treasury Department's office of Foreign Assets Control.

"Force Majeure" means any cause preventing Supplier from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the control of Supplier including strikes, lockouts or other industrial disputes (whether involving the workforce of Supplier or otherwise), protest, act of God, war, or national emergency, an act or threat of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, earthquake, epidemic or default, delay or failure to supply of suppliers or subcontractors.

"Goods" means any goods which Supplier supplies to Buyer (including any of them or any part of them) under a Contract including the Software.

"Group" means a Party, any subsidiary of a Party, any holding company of a Party and any other subsidiary of a Party's holding company.

"Insolvent" means a Party is unable to pay its debts as they fall due, makes a proposal for or convenes a meeting of its creditors to consider or becomes subject to any voluntary arrangement or compromise with its creditors, passes a resolution for its winding-up (other than for a solvent liquidation to effect a reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up, has a receiver or administrative receiver appointed over all or any of its assets, has an administrator appointed in respect of it or is the subject of a notice to strike off the register of companies maintained by the relevant authority in the country where that Party is incorporated; or is the subject of anything analogous to any of the foregoing under the laws of any jurisdiction.

"Intellectual Property Rights" means all intellectual and industrial property rights including patents, know-how, trademarks, utility models, author's rights, database rights, topography rights and any other rights in any invention, discovery or process, in all countries in the world and together with all renewals and extensions.

"International Transfer" means a transfer to a country outside the European Economic Area (as it is made up from time to time) of Agreement Personal Data which is undergoing Processing or which is intended to be Processed after transfer.

"Liability" means any contractual liability under the contract.

"NDA" means any non-disclosure agreement entered into by Supplier in favour of Buyer prior to the date of the Contract.

"Services" means any support services (including installation, maintenance and repair) which Supplier provides to Buyer (including any part of them) as set out in Supplier's written acknowledgment of order or in common settlement between the Parties.

"Service Point" means the place at which the Services are to be performed as set out in Supplier's written acknowledgment of Order or in common settlement between the Parties.

"Software" means the Supplier's Software and the Third Party Software.

"Supplier" means the company which is a subsidiary of Cobham plc and which is the supplier of the Goods and/or Services to Buyer.

"Supplier's Software" means the Supplier's software either specified in a Contract or supplied with the Goods.

"Third Party Software" means software (other than the Supplier's Software) which is specified in a Contract or supplied with the Goods.

"Warranty Period" means for the supply of Goods the period of 12 months commencing on the date of Delivery of such Goods and for Services the period of 12 months from completion of the Services, unless stated as otherwise in Supplier's written acceptance of the order.

"VAT" means value added tax and/or any other tax, duty or levy chargeable on the supply of goods or services.

"Works" means Goods or Services or both as the context may require.

- 26.2 The headings in these Conditions are for convenience only and will not affect their construction or interpretation.
- 26.3 The words "includes" or "including" do not limit the meaning of the words which they follow.
- 26.4 References to "writing" do not include e-mail or other methods of electronic communication.
- 26.5 References to clauses are to clauses in Part A or Part B of these Conditions.