GENERAL PURCHASING CONDITIONS

FAMAT SAFRAN GROUP

GPC-01 – MARCH 2017

SUMMARY

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Initial Supplier	Initial FAMAT

1. DEFINITIONS

Acceptance Report: document issued by the Buyer, established in the presence of both parties, and signed by both parties, confirming the acceptance of the Supply.

Buyer: legal entity issuing the Order.

Certificate of Compliance: document to be issued by the Supplier confirming conformity of the Supply with the Specifications, the relevant standards in force and all applicable rules and regulations.

Documentation: all documents to be issued or supplied by the Supplier including, but not limited to handbooks, plans, descriptions, models or instructions necessary for the performance, use or operation of the Supply by the Buyer.

Entrusted Property: property belonging to the Buyer or entrusted to the Buyer by the Final Client and which is placed under the control of the Supplier, and such expression shall include supplies provided by the Buyer.

Final Client: a client of the Buyer, which is the purchaser of products and/or of services incorporating the Supply.

GPC: the general purchasing conditions set out in this document.

Order: document issued by the Buyer and sent to the Supplier, including in particular a description of the Supply ordered, any applicable specific conditions as well as reference to these GPC.

Result: all information of any kind whatsoever, whether written or oral, on whatever medium, including but not limited to processes, data, software, hardware, sets of documents, plans, technical sheets, manufacturing product lines, drawings, models, prototypes, sets of trials, whether or not these give rise to intellectual property rights, and that is generated in the course of the performance of the Order.

Specifications: any document defining the requirements with which the Supplier or the Supply must comply, the Buyer's needs and the conditions for execution of the Supply, including, but not limited to terms of reference, standards and the applicable quality requirements.

Supplier: natural person or legal entity to whom the Order is sent.

Supply: sale or lease of products or performance of services, which are the subject of the Order.

2. ORDER – CHANGE

The present CGA complete or modify the general conditions shown in writing on the Order.

Performance of the Order is governed by the documents in the decreasing order of priority as follows (the "Contractual Documents"):

- The Order;
- Where applicable, the contract between the Buyer and the Supplier providing for the conditions specific to the purchase of the Supply (the "Specific Contract");
- The GPC;
- The Specifications.

The Contractual Documents shall be accepted and the contract valid upon occurrence of the first of the following two events:

Initial Supplier	Initial FAMAT

- Acknowledgement of receipt of Order :

The “acknowledgement of receipt” copy in every Order must be returned to the Buyer within fifteen (15) calendar days of its receipt by the Supplier, and be dated and signed by an accredited person employed by the Supplier, carrying the Supplier’s commercial stamp, and showing :

- either an indication of acceptance by the Supplier under the hand-written endorsement “read and approved”

- or the formulation of reserves if any from the Supplier.

After the above mentioned fifteen (15) days period, the Order shall be deemed accepted and its performance shall be required under the terms and conditions set out herein. No reserve shall be deemed accepted without express agreement from the Buyer.

- Beginning of performance of the Order by the Supplier.

The Contractual Documents constitute the only agreement between the parties with respect to the subject matter thereof. They shall apply to the exclusion of, and prevail over the Supplier’s general conditions of sale and over all conflicting conditions which may be set out in communications, representations or agreements between the parties prior to the issue of the Order, in particular in response to a call for tenders.

Any amendment of, or exception to, the conditions of the Contractual Documents will be considered as accepted only upon prior written approval by the Buyer.

The Buyer reserves the right to refuse and return or to keep at the Supplier’s disposal, at Supplier’s cost and risk, any Supply that is not included in an Order or in an Order amendment issued by the Buyer.

3. PERFORMANCE CONTROL

The Supplier shall perform the Order in compliance with the Specifications. The Supplier convenants that the technical information and the equipment put at its disposal are fit for the proper performance of the Order.

The Supplier shall inform the Buyer in due course of any change in its organisation and/or industrial scheme which might have an impact on the performance of the Order.

The Supplier’s quality control system must meet the quality requirements applicable to all of the Buyers’ suppliers. Throughout the performance of the Order, and upon prior notice, the Supplier shall permit the Buyer and the representatives of any relevant control organisations to have unlimited access, during business hours, to its premises and to any document for the purpose of all controls. The Supplier shall obtain for the Buyer the same right from its subcontractors, where applicable.

4. DELIVERY

All Supplies shall be accompanied by a delivery slip affixed to the outer packaging which will include the following information:

- Order number and item number of the Order;
- Reference of the Supply;
- Description of the Supply as specified in the Order;
- Certificate of Compliance, where applicable; and

- Quantity delivered and, where applicable, the series number.

For international purchases, it is imperative that a copy of the final invoice be appended to the delivery slip in a sealed envelope.

Delivering the Documentation as well as the documents required by the applicable law, regulations and standards forms an integral part of the Supply. Any incomplete Documentation, in terms of content, quality or number of copies, will prevent issuance of the Acceptance Report. The Supplier is required to constantly update such Documentation and all documents required by the applicable law, regulations and standards.

In the absence of any provision to the contrary in the Order or in the Specific Contract, delivery of the products shall be DDU [named place of destination] (Incoterms 2010 of the International Chamber of Commerce). Notwithstanding the foregoing, when the Supply is subject to an acceptance procedure, the transfer of risk of loss to the Supply and Results takes place on the issue date of the Acceptance Report.

Packaging shall be carried out in compliance with the Specifications, regulations and standards in force and must provide sufficient protection to ensure that the Supply undergoes no deterioration during transport and storage.

5. DEADLINES

Time is of the essence to all orders. The deadlines agreed to between the parties are mandatory and respect of these deadlines constitutes an essential condition without which the Buyer would not have contracted.

In the event that the Supplier is unable to meet the prescribed deadlines, it shall inform the Buyer immediately.

Should execution of any Supply be delayed, the Buyer reserves the right:

- to apply late penalties equivalent to 1 % of the price of the Order for each calendar day of delay up to 20 % of the price thereof ; and/or
- to cancel the Order without any compensation being due to the Supplier.

Expiry of the deadlines set forth in the Contractual Documents is deemed formal notice. The Supplier agrees that the Buyer may deduct the late penalties in compensation for the amount due to the Supplier under any Orders

These penalties do not apply as full discharge and thus cannot be considered as full and final compensation for the loss sustained by the Buyer. Consequently, notwithstanding the limitation of penalties for late delivery mentioned above, the Buyer will be entitled to obtain from the Supplier full indemnification for the direct or consequential damage arising from the delay in delivery (such as, but not limited to, stoppage of the Buyer‘s production line, late delivery of the Buyer to the Final Client, deterioration of the Buyer’s image).

In the event of early delivery of more than five calendar days, the Buyer reserves the right (i) to accept the Supplies without additional compensation, (ii) to make the Supplies available to the Supplier at the Supplier’s own risk, or (iii) to return the Supplies at the Supplier’s own cost and risk.

6. ACCEPTANCE

Acceptance of the Supply is final when, following the acceptance procedure specified in the Contractual Documents and in particular after the submission of a Certificate of Compliance by the Supplier, the Buyer issues an Acceptance Report. In no event shall the issuance of an Acceptance Report constitute a waiver of, or otherwise affect, any warranties or other covenants hereunder.

The Final Client may have a right to participate in, conduct or have another role of validation in the acceptance procedure. In

this case, the acceptance pronounced by the Buyer shall be granted to the Supplier subject to that pronounced by the Final Client.

In the event that the Supplies do not conform to the Specifications, the Buyer reserves the right:

- to accept them as they are subject to dispensation, in particular in consideration for a price discount;
- to accept them after corrective action, at the Supplier's expense, has been carried out either by the Supplier itself or by the Buyer (or a third party designated by it);
- to refuse them and make them available to the Supplier at the Supplier's own risk for removal within two (2) calendar weeks after the date of notification sent to the Supplier by the Buyer; or
- to refuse them and return them to the Supplier at the Supplier's own cost and risk. Any non conforming Supply returned to the Supplier shall be deemed to have not been delivered and will give rise to entitlement by the Buyer to the penalties provided for in article 5 above.

In any event, the costs borne by the Buyer arising from the administrative handling of the non conformity and the putting in conformity of the Supply shall be charged to the Supplier through the issue of a debit note, based on the scales in force fixed by the Buyer.

Furthermore, the Supplier undertakes to implement, as soon as possible, any preventive or corrective action necessary to remedy such non conformities.

Missing or incomplete documentation :

The delay in delivery of all or part of the documentation which must accompany the Supply, particularly the Industrial Validation File (DVI), shall give rise to the payment of penalties based on the scales in force fixed by the Buyer.

7. TRANSFER OF OWNERSHIP

Transfer of ownership to the Buyer takes place in consideration for the price set forth in the Order:

- with regard to the products, upon delivery at the Buyer's site;
- with regard to the Results, as and when they are produced.

For all countries, the Buyer shall be entitled to freely use, license, operate or transfer the Results. Where the Results are protected by copyright (in particular software), the patrimonial rights thus transferred to the Buyer shall include rights of performance, reproduction, translation, adaptation, modification, marketing, use, retention, duplication and, more generally, all operating rights for all purposes for the legal duration of protection of such patrimonial copyrights. The Buyer will thus be entitled to exploit said Results, as the owner, in the broadest manner, on all media and for the greatest variety of purposes.

The Supplier shall refrain from using the Results for any purpose other than performance of the Order. At the Supplier's request, the Buyer may, at its discretion, agree to grant the Supplier a non-exclusive and non-transferable right to use the Results in consideration in particular of the Supplier's commitment to communicate to the Buyer all improvements to the Results and to grant the Buyer a free, irrevocable and transferable right of use of such improvements for the legal duration of the copyrights or of the patent rights in all countries of the world. This right of use granted to the Buyer includes rights of reproduction, performance, translation, adaptation and modification.

8. ENTRUSTED PROPERTY

All Entrusted Property is to be reserved by the Supplier exclusively to the performance of the Buyer's Orders and is deemed to be loaned pursuant to articles 1875 *et seq.* of the French Civil Code.

Entrusted Property remains the property of the Buyer, of the person who entrusted it to the Buyer or of the Final Client. It must

be identified as such and stored in such a way as to avoid any confusion with property belonging to the Supplier or to third parties. Any modification, in particular repair or modernisation, or any destruction of the Entrusted Property is subject to the Buyer's prior written consent.

The Supplier shall return the Entrusted Property, compliant and in a good condition, upon the Buyer's first request. At the time that the Entrusted Property is returned to the Buyer, the Buyer and the Supplier shall carry out a joint inventory.

In the event that a direct or indirect act of anyone infringes the property right in the Entrusted Property of the Buyer, of the person having entrusted the property to the Buyer or of the Final Client (as appropriate), the Supplier shall notify the Buyer thereof in writing at once, take all measures to defend this right and cause such infringement to cease.

9. PRICES – INVOICING

Prices are firm (they are not subject to revision) and include taxes and duties for a Supply delivered in compliance with the Contractual Documents.

Invoices must be made up in two (2) copies and addressed to:

FAMAT

Comptabilité fournisseurs

ZI DE BRAIS - B.P. 218

44614 SAINT NAZAIRE cedex

The corresponding invoices shall include the following information:

- The Order number;
- The item number in the Order;
- The date and number of the delivery slip or of the performance report;
- The Supplier's code, as provided by the Buyer;
- A detailed description of the Supply.

The Supplier may be paid by one of the following means :
- cheque
- bank transfer
- bill of exchange.

In the event that the Buyer gives the Supplier advances or down payments on the amount of the Order, payment thereof shall be covered by a first demand guarantee drawn up in accordance with the model in schedule 1.

Should no deadline for payment be specified in the Order or in the Specific Contract, the deadline for payment shall be ninety (90) days from the date of receipt by the Buyer of the invoice issued by the Supplier. In the event of late payment, and should no rate be specified in the Order or in the Specific Contract, the interest rate for late payment will amount to one point five (1.5) times the legal interest rate.

10. WARRANTY

Should the Supply not comply with the Specifications, the Supplier agrees to, at the Buyer's option, and

free of charge, (i) repair or replace the product or correct the service, or (ii) reimburse the Buyer for the price of the product, or the price of the part used for the service, at the manufacturer's catalogue price, or reimburse the Buyer for the price of the service (as the case may be). The Supplier shall bear all expenses resulting from any default of the Supply, and in particular the cost of parts, labour, dismantling, transport, customs and reassembly of the parts.

Unless otherwise provided for in the Order or in the Specific Contract, the duration of the warranty is one (1) year from the Acceptance Report of the Supply. In the event of repair or replacement of a Supply under the warranty, the contractual warranty shall be renewed under the same conditions.

At the Buyer's request, the Supplier shall provide a first demand guarantee to cover a performance guarantee drafted in accordance with the model set out in specimen 1.

This warranty clause is without prejudice to compensation for all losses sustained by the Buyer.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Supplier shall inform the Buyer of any ideas developed in the course of performance of the Order. The Supplier shall keep patentable ideas secret until such time as a decision is taken by the Buyer to file a patent application. Unless the parties agree otherwise, patents shall be filed by and for the benefit of the Buyer. However, the Buyer shall specify the name of the inventors, and the Supplier shall itself be responsible for any additional remuneration to be paid to its employees for inventions resulting from their mission.

The Supplier grants the Buyer, for the legal duration of the patented rights and/or of the copyrights and for all countries in the world, a free, non-exclusive, irrevocable and transferable right to use and/or operate the patents, software and processes or techniques developed independently of the Order and of which it is the owner, author or licensee and which are necessary for the performance of the Order or the use and/or operation of the Results. This right of use and/or of exploitation granted to the Buyer includes the rights of reproduction, performance, translation, adaptation and modification.

The Supplier shall indemnify the Buyer against all consequences of intellectual property claims of third parties against the Buyer in connection with the Buyer's use or operation of the Supply. The Supplier shall defend the Buyer and bear all consequences, including any costs, outlays and losses and damages which the Buyer may suffer or incur therefrom.

Moreover, at the Buyer's option, the Supplier shall, at its own cost, (i) obtain the right to continue to use the Supply, (ii) replace or modify the Supply such that it will no longer infringe the rights of third parties provided its functionalities are maintained in accordance with the Specifications, or (iii) replace the Supply with an equivalent supply. Such options are all without prejudice to the Buyer's right to obtain compensation for any loss or damage sustained.

12. LIABILITY – INSURANCE

The Supplier is liable for any damage or loss sustained by the Buyer or by any third party due to faulty or improper performance of the Order caused in particular by defects in design, compliance, execution, operation or performance of the Supply and for all conspicuous or concealed defects. Any assistance the Buyer may provide to the Supplier in connection with the performance of the Supply or controls that the Buyer reserves the right to carry out do not in any way exempt the Supplier from its full responsibility for the Supply.

The Supplier shall reimburse the Buyer for all costs of repair or replacement of any Entrusted Property that has been damaged or destroyed. The Supplier shall ensure that such risks are covered in an insurance policy taken out by it.

The Supplier shall take out and maintain in force the insurance policies necessary to cover its liability under the Contractual Documents. To this effect, the Supplier shall provide proof of such nsurance

policies at the Buyer's first demand. Should coverage be insufficient, the Supplier may, at its own cost, join the "Product Civil Liability" policy taken out by the Buyer in the capacity of additional policyholder.

13. COMPLIANCE WITH LAWS

For the purpose of performance of the Order, the Supplier guarantees to the Buyer strict compliance to legislative and regulatory provisions and to applicable quality requirements and standards including those relating to its personnel, health, hygiene, safety, traceability of products and protection of the environment. The Supplier shall supply the Buyer with all documents set forth in article R. 324-4 of the Labor Code on hidden labor and R. 341-36 of the Labor Code on personnel of foreign nationality.

The Supplier shall inform the Buyer of any changes to any applicable legislative and regulatory provisions and standards that might affect the conditions of delivery and execution of the Supply.

Within the framework of a temporary detachment of one more of its employees for a mission on behalf of the Buyer located in France, The Supplier whose head office is established abroad commits itself to transmitting before the beginning of the intervention, a prior declaration of posting transnational detachment to The Labor Inspection whose the place depends on its service, in accordance with the provisions of the Decree: N°2016-1044 of July 29, 2016.
The transmission is made online by the international service offers (SIPSI) which is planned for that purpose: https://www.sipsi.travail.gouv.fr/. Article R1263-5 of the Labor Code.

14. PERSONNEL

The Supplier shall be solely responsible for the administration, accounting, social and supervisory management of its personnel assigned to the performance of the Order. The Supplier warrants that the members of its personnel assigned to executing the Order will be skilled and in sufficient number to ensure that the Supply complies with the Specifications.

Should such personnel be present on the Buyer's site, the Supplier shall appoint a project manager having hierarchical and disciplinary authority over its personnel.

15. CONFIDENTIALITY

All information received by the Supplier from the Buyer in connection with any Order remains the property of the Buyer and is considered strictly confidential, without the Buyer having to specify or mark the information as confidential ("Confidential Information"). Throughout the duration of execution of the Order and for a period of ten (10) years from receipt of the Confidential Information, the Supplier undertakes:

- To use the Confidential Information only to the extent necessary for carrying out the tasks entrusted to it in accordance with the Order;
- To communicate the Confidential Information only to those of its personnel directly involved in the performance of the Order and only to the extent that such communication is necessary for achieving the purpose of the Order;
- To guarantee that its personnel and permitted subcontractors comply with the obligations aimed at preserving the secret nature of the Confidential Information in all circumstances; and
- Not to transmit the Confidential Information or to make it accessible to third parties, in full or in part.

On completion or cancellation of the Order, the Supplier shall return to the Buyer the Confidential Information or destroy it without delay. The Buyer reserves the right to undertake or have a third party undertake controls at the Supplier's premises.

Under no circumstances shall the Supplier use the Order or the Supply for the purpose of direct or indirect advertising without the prior written consent of the Buyer.

16. COUNTERPARTIES

If, for the purpose of performing the Order, the Supplier uses products or services exported from countries with which the Buyer has, directly or indirectly, entered into offsetting agreements, the Supplier shall use its best efforts to ensure that the value of the Order can be taken into consideration by the competent clearing organisation in connection with these agreements.

17. FORCE MAJEURE

The Supplier shall inform the Buyer by registered letter return receipt requested within five (5) calendar days from the occurrence of an event of *force majeure* preventing it from performing its obligations under the Contractual Documents.

Should the event of *force majeure* persist for more than one (1) month from the date of the letter specified above, the Buyer reserves the right to cancel the Order.

18. ASSIGNMENT – TRANSFER – SUBCONTRACTING

The Supplier agrees not to assign, transfer or subcontract all or part of the Order, including the rights and obligations pertaining thereto, to a third party except with the Buyer's prior written consent. Notwithstanding approval of the Buyer to the Supplier's subcontracting all or part of the execution of the Order, the Supplier remains solely responsible to the Buyer for its obligations under the Contractual Documents.

The Buyer reserves the right to assign and transfer to a third party of its choice all or part of the Order together with the rights and obligations pertaining thereto, subject to written notification to the Supplier.

19. TERMINATION

The Buyer reserves the right to terminate the Order *ipso jure* in the following cases:

1. With immediate effect when the Supplier infringes the provisions of article 15 above;
2. When the Supplier fails to perform any of its obligations pursuant to the Contractual Documents and fails to make good thereon for a period of thirty (30) calendar days from receipt of the Buyer's formal notice to abide by its obligations;
3. The Supplier has become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to its business, without prejudice to the applicable mandatory provisions;
4. The acquisition of all or part of the capital of the Supplier by a competitor of the Buyer;
5. A major change in the social and industrial organisation of the Supplier which may undermine proper performance of the Order.

In the cases of termination pursuant to 1, 2 or 5, the Buyer reserves the right to perform or have a third party perform all or part of the Order at the Supplier's expense. To this effect, the Supplier shall communicate to the Buyer, or to any third party designated by it, all necessary information for the supply of the products or services, including know-how.

In particular, upon termination or expiry of the Order, the Supplier is required to return the Entrusted Property and Documentation to the Supplier within one (1) week at its own expense.

The provisions of articles 10, 11, 12, 13, 15, 19 and 20 shall survive termination or expiry of the

Contractual Documents. Furthermore, all of the Supplier's obligations relating to the follow-up on quality and to the traceability of the Supply shall remain in force for the time periods set out in the Contractual Documents.

20. COMPETENT JURISDICTION – APPLICABLE LAW

By formal agreement between the parties, the Contractual Documents shall be governed by and construed in accordance with the laws of France. The parties specifically disclaim the Vienna Convention on the International Sale of Goods.

ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION, PERFORMANCE AND/OR TERMINATION OF THE CONTRACTUAL DOCUMENTS SHALL, BY FORMAL AGREEMENT, BE UNDER THE EXCLUSIVE JURISDICTION OF THE COURT OF SAINT-NAZAIRE, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES.

If a dispute between the Buyer and the Supplier arises under those General Purchasing Conditions and/or any other specific conditions, the Supplier agrees to proceed diligently with the performance of the Order, including the delivery of Products, pending resolution of any such dispute.

	For Supplier	For Client
COMPANY		**FAMAT**
NAME		
TITLE		
Date		
Signature		
STAMP		

SCHEDULE 1

FIRST DEMAND GUARANTEE

Under Order *[NO.]* (hereinafter the "Order"),

[FRENCH BANK OR BRANCH OF A FOREIGN BANK LOCATED IN FRANCE]
[LEGAL FORM]
With a capital of *[TO BE FILLED OUT]*, having its head office at *[TO BE FILLED OUT],* registered in the Trade and Companies Register of *[TO BE FILLED OUT]* under number *[TO BE FILLED OUT]*, represented by *[TO BE FILLED OUT]* acting in the capacity of *[TO BE FILLED OUT]*, duly authorised for the purpose of the present first demand guarantee

hereinafter referred to as "the Guarantor"

Hereby undertakes, irrevocably and unconditionally, on behalf of:

[Supplier]
[LEGAL FORM]
With a capital of *[TO BE FILLED OUT]*, having its head office at *[TO BE FILLED OUT],* registered in the Trade and Companies Register of *[TO BE FILLED OUT]* under number *[TO BE FILLED OUT]*, represented by *[TO BE FILLED OUT]* acting in the capacity of *[TO BE FILLED OUT]*, duly authorised for the purpose of the present first demand guarantee

To pay:

FAMAT
With a capital of 7 500 000€, having its head office at SAINT NAZAIRE, registered in the Trade and Companies Register of SAINT NAZAIRE under number B 321 853 (81 B 158), represented by *[TO BE FILLED OUT]* acting in the capacity of *[TO BE FILLED OUT]*, duly authorised for the purpose of the present first demand guarantee

hereinafter referred to as "the Beneficiary"

At first demand, any amount up to the limit of *[TO BE FILLED OUT]* euros, without being entitled to assert any exception or objection including, but nor limited to disputes, or claims by [*SUPPLIER*] in connection with the Order.

This first demand guarantee is a guarantee independent of any contract between [*SUPPLIER]* and the Beneficiary. Thus, any change to or disappearance of *de facto* or *de jure* links or relations that might exist between *[SUPPLIER]* and the Beneficiary do not release the Guarantor from the present guarantee. All provisions of the present guarantee shall continue in full force whatever the financial situation and/or legal structure of *[SUPPLIER]* or of the Beneficiary.

A request for payment by the Beneficiary must be made by letter sent to the Guarantor's address given at the beginning of the present first demand guarantee specifying that *[SUPPLIER]* has not performed its obligations under the Order.

The present guarantee comes into force on *[TO BE FILLED OUT]*, and shall expire on *[TO BE FILLED OUT]*, unless an extension thereof is requested of the Guarantor by the Beneficiary.

Any request for extension can be made directly by the Beneficiary to the Guarantor and must be granted by the Guarantor at once, subject to proof of prior notification to *[SUPPLIER]*, and notwithstanding any

order to the contrary by *[SUPPLIER]*.

The present guarantee is as a complement to, but not in substitution for, any other right the Beneficiary may assert against *[SUPPLIER]*, and does not require any intervention of the [*SUPPLIER]* nor any prior proceedings or actions against [*SUPPLIER]* in order to be exercised.

All expenses for the present guarantee, and for its repercussions, shall be borne by *[SUPPLIER].*

Should any dispute arise in connection with the present guarantee, the Court of Saint-Nazaire shall have exclusive jurisdiction. The validity, interpretation and performance of the present first demand guarantee shall be governed by the laws of France.

Made at .....
on.....
in ……original copies

Title:
[*BANK*]