

## 1. CONDITIONS OF APPLICATION

These General Terms and Conditions of Service ("GTCS") apply to all supplies of goods and services ("Services") provided by Aerotec & Concept (company affiliated with Expleo), its agents or representatives ("Company") and any resulting contractual relationship between the Company and the Customer as identified in the attached proposal ("Customer"). The Company and the Customer are individually defined as the "Party" and together as the "Parties".

They constitute the legal basis of the relationship between the Customer and the Company for all provisions that have not been subject to special written terms and conditions.

The Contract ("Contract") is made up of the following documents cited in order of prevalence:

- The Special Conditions ("SC") signed by the Parties;
- These GTCS; and
- The Quotations and in its most recent version as defined in article 2 of these GTCS.

Any amendment to the Contract shall be subject to an amendment signed by an authorised representative of the Parties.

**The Contract shall automatically apply to the Customer without the Customer having the right to impose their own general terms and conditions and any other document, even if subsequently received by the Company, unless otherwise agreed in a written document signed beforehand by an authorised representative of the Company.**

## 2. PURPOSE OF THE SERVICES

The Company supplies goods and services in the fields of aeronautic and airworthiness ("Services"). The Company shall perform the Contract with all due diligences, efficiency and economy, in accordance with generally accepted professional techniques and practises and shall observe sound management practises and employ safe material and methods with regard to as the case may be airworthiness applicable rules.

The scope and nature of the Services provided by the Company include the following but are not limited to: change design and repair under PART21J approval; production of sets, subassemblies and parts under PART21G; Equipment official dealer; repair delivery, maintenance and modification of parts, equipment and aircraft under PART145 approval; and Continued Airworthiness Management under PARTM. Services are specified in the Quotation.

The following are excluded from the Services:

- (a) Any service performed outside working hours or subject to additional charges unless otherwise agreed among the Parties;
- (b) Any modification or change to the terms and conditions of performing Services or any additional goods or services required by the Customer and resulting from an event outside the Company, such as but not limited to: a delay by the Customer, a modification to the content of the Services, incorrect or incomplete input data, suspension of the Services.

Services referred under paragraph (a) and (b) here above may be performed by the Company as Additional Services subject to prior written amendment to the Contract.

Unless stipulated otherwise by the SC, the services will be delivered according to the Incoterm EXW (2020 version), including Equipment re-selling considered as EXW from Equipment Manufacturer facility.

## 3. FINANCIAL CONDITIONS

### 3.1 PRICE COMPONENTS

The Price of Services is defined in the SC and/or the Quotations. Except provisions to the contrary, the Price of Services does not include the industrial or intellectual property rights resulting from Services.

Price may be a fix price or calculated according to agreed rates (time and material price) as agreed among the Parties.

In the absence of a stipulation to the contrary, (i) the Price of Services is established in Euros; (ii) the Price of Services performed in France excludes French VAT which shall be paid by the Customer in addition to the Price of

Services; (iii) the Price of Services performed outside France includes the taxes and duties applicable in France to these Services (with the exception of VAT), and taxes and duties applicable outside France to these same Services, the latter being paid by the Customer in addition to the Price of Services; (iv) in the event of a withholding tax being levied or taxes or duties of any kind at the time of payment of the Price of Services, the Customer undertakes to take any measure to ensure that the Company receives payment of the Price of Services that it would have received in the absence of such a deduction; (v) the Price of the Services is without taxes, custom duties. The Customer shall pay all taxes and custom duties and reimburse the Company for all taxes and Custom duties imposed against the Company as a result of the Service Provided; (vi) the Price of Services may be subject to an adjustment to cover the additional cost generated for Company by a change in the tax and/or social laws; (vii) the Price may be re-evaluated by the Company in case of prolonged parking of aircraft generating an additional cost for the Company; (viii) the Price may be re-evaluated by the Company in case of buying new jigs and/or tools (directly and/or indirectly) not initially planned in the Quotation and necessary to realize the services ordered by the Customer.

All the consequences of unforeseen constraints or economic disruption shall be compensated at the actual cost, excluding tax, to the Company.

### 3.2 INVOICING - PAYMENT

The Customer must pay the Company's invoices within thirty (30) days from the date issued, for each deadline stipulated in the SC or, failing that, on a monthly basis, unless otherwise expressly provided.

#### 3.2.1 Advance payments when ordering:

Unless provided otherwise in the SC, the performance of the Services will be suspended to the payment by the Customer of an advance of 30% of the total amount pre-tax value.

In case of additional work, the execution of the services will be suspended to the payment by the Customer of an advance to the order of 100% of the total amount pre-tax value of the additional works.

The Company shall not incur any liability for delays to the initial state date of Services as a consequence of a delay by the Customer to pay the advance payment when ordering.

This advance payment when ordering shall be reimbursed in accordance with the terms provided for in the TPC.

#### 3.2.2 NON-PAYMENT:

In the event of non-payment on the due date, whatever the cause:

- (1) shall automatically lead to invoicing (i) late penalty interest equal to three (3) times the legal rate payable on the day following the date on the invoice, without a reminder or a formal notice being required until the actual date of payment and (ii) lump sum compensation for recovery costs set at forty euros (€40) in the event of late payment in commercial transactions and
- (2) the Customer cannot claim any ownership or right to use on the deliverables of to the contract,
- (3) the Company may suspend or interrupt Services without formal notice and without prejudice to its other rights and actions.
- (4) the Company shall have the right to request a cash payment when ordering or payment guarantees for Services.
- (5) The Customer hereby grants to the Company a general and particular lien on all personal property of the Customer or Aircraft's owner on which The Company has performed or have to perform Services for all sums owed or owing to the Company by the Customer. If the Customer has not paid all such sums to the Company within sixty (60) Days after the date on which the sum was due, the Company may, in addition to any other rights it may have at law or under this Agreement, take possession of and sell the Customer's and/or the Aircraft owner's property and may apply the proceeds of any such sale to satisfy the sum due. The Company shall credit any amount realized by the Company from any such sale that is in excess of the sums owed by the Customer toward the Company's account to be applied against invoices for future Services. If the Company, because of the operation of law or otherwise, cannot place, enforce, or otherwise realize upon a lien on the Customer's and/or the Aircraft owner's property, the Company may retain possession of any of Customer's and/or Aircraft owner's property in its possession until the Customer or the Aircraft's owner pays all amounts owing to the Company.

The Customer shall not be authorised to withhold or defer payment of any amount owed to the Company even in the event of a dispute or complaint to the Company.

**4. DELIVERY - RECEIPT - WARRANTIES**

**4.1** The delivery times are set out in the Quotations or, failing that, in the SC.

**4.2** The Customer agrees to proceed with receipt of the component parts of the Services. Acceptance of the Services shall be recorded either in the SC or by the reports of monthly reviews of the Services, consisting of the review of the Services performed and expenses incurred during performance of the Contract. Similarly, the performance of the Services may give rise to the delivery of deliverables. It is the Customer's responsibility to check the content of the deliverables delivered to it and to put any justified reservations in writing. Unless otherwise stated in the SC or on the delivery note, receipt is deemed to have occurred without incident if the Customer fails to state any reservations within fifteen (15) calendar days of delivery of the Services. In any case, any reservations may relate only to compliance of the Services with the order.

Notwithstanding any stipulation to the contrary, the use by the Client or its co-contractors of all or part of the Services is considered as a final acceptance, without reservation, of the Services.

**4.3** The Company may only be liable insofar as the Services have a warranty expressly provided for in the Contract from the date of delivery.

The warranty aims to cover non-compliance of the Services with the order. The Company may only be called up as guarantor during the period specified in the Contract and subject to normal use by the Customer of the Services and in compliance with its specifications.

By express agreement between the Parties, and in all cases, no other compensation shall be owed by the Company, for any reason whatsoever. The warranty claim should be sent within a maximum of thirty (30) calendar days after the alleged defect has been discovered. Beyond this deadline, any claim shall be dismissed.

Under the warranty the Company is not liable to the Customer for hidden defects.

The warranty does not include travel and accommodation fees.

In case of Equipment re-selling, the company warranty is a "back to back" warranty from the one of the Equipment manufacturer.

Any warranty is excluded:

- (i) if the defective design is down to the Customer or has been caused by the Customer,
- (ii) if the operating defect is the result of an intervention by the Customer or a third party on the goods without prior authorisation from the Company,
- (iii) if the defective operation is the result of normal wear and tear, negligence, a fault, lack of maintenance or incorrect handling by the Customer, as well as the refusal to take into account the recommendations or warnings from the Company by the Customer,
- (iv) if the defective operation is the result of a decision by the Customer to proceed themselves, or to proceed through a third party, with any modifications, repairs or interventions on the products or Services,
- (v) in the event of the addition or removal of a protection system (safety, operation, etc.) without the prior agreement of the Company.

**5. LIABILITY – WAIVER OF RECOURSE**

The Company has an obligation to provide advice to the Customer under an obligation of due care.

The Company is only responsible for direct and predictable material damage or loss suffered by the Customer due to the proven fault of the Company, one of its agents, its subcontractors and/or goods which it owns or is looking after, to the exclusion of any damage resulting from a cause extraneous to and not attributable to the Company within the limits of the Price of the Services or what is provided for in the Contract.

The Company shall not be held responsible for any delay or violation caused by the Customer. This includes, but is not limited to, the data given to the Company is incomplete, incorrect, not available or sent late, access to the Customer's data and computing resources is delayed or suspended, the Customer's premises are not accessible to the Company's staff, etc. The Customer undertakes to reimburse the Company all costs that could result.

It is the Customer's responsibility, in the event of a dispute, to prove the sole or partial fault of the Company, in particular by reporting its reservations within the aforementioned deadlines. After any violation of theirs is found, IT SHALL BE THE COMPANY'S RESPONSIBILITY TO CORRECT OR TO HAVE ITS ERRORS CORRECTED, OR OTHERWISE COMPENSATE THE

CUSTOMER UP TO THE AMOUNT (EXCLUDING TAX) OF THE DEFECTIVE SERVICES. THE COMPANY SHALL NOT BE LIABLE FOR THE CUSTOMER'S OWN OBLIGATIONS AND FOR THE HARMFUL AND/OR DAMAGING CONSEQUENCES FOR THE CUSTOMER OR THIRD PARTIES FROM USE OF THE RESULTS OF THE SERVICES. COMPENSATION FOR ANY INDIRECT, INTANGIBLE AND/OR UNPREDICTABLE HARM AND/OR DAMAGE SUCH AS LOSS OF OPPORTUNITY, LOSS OF CONTRACT, LOSS OF AN ORDER, LOSS OF PRODUCTION, OPERATING LOSS, LOSS OF TURNOVER, LOSS OF PROFITS, DAMAGE TO THE IMAGE OR THE BRAND, UNAVAILABILITY OF THE INSTALLATION AND/OR EQUIPMENT AND/OR STAFF IS EXPRESSLY EXCLUDED. THE CUSTOMER WAIVES ALL RIGHTS TO ANY RECOURSE AGAINST THE COMPANY AND ITS INSURERS, AND SHALL NOT HOLD THEM RESPONSIBLE FOR ANY ACTIONS BROUGHT AGAINST THEM BY THIRD PARTIES FOR ANY LIABILITY OR FOR ANY DAMAGES, HARM, COSTS, EXPENSES OR LOSSES CAUSED TO THE CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THE SERVICES AND WHICH EXCEED THE WARRANTIES SET FORTH ABOVE.

THE CUSTOMER UNDERTAKES TO TAKE ALL REASONABLE MEASURES TO MINIMISE THE DAMAGE AND/OR HARM THAT THEY MAY SUFFER IN PERFORMING THE SERVICES. THE COMPANY IS NOT RESPONSIBLE FOR THE HARM AND/OR DAMAGE CREATED AND/OR AGGRAVATED IN WHOLE OR IN PART BY NON-COMPLIANCE WITH THIS OBLIGATION.

**6. COLLABORATION OF THE CUSTOMER**

The success of the Services is based on active collaboration in good faith between the Parties. In particular, in order to ensure the proper performance of the Services, the Customer must, within the required timeframes and unless otherwise provided in the SC:

- (a) communicate or instruct others to communicate, in a timely manner, all information, updated, complete and valid input data, studies and documentation relevant to the performance of the Services;
- (b) appoint a contact person who is authorised to represent the Customer and whom the Company may consult at any time on any matter relating to the Contract, and whose instructions, demands and decisions are binding on the Customer;
- (c) Immediately verbally notify the Company, then confirm in writing within two (2) calendar days of becoming aware, of any changes in the content of the Services and/or any difficulties found or potential difficulties in the performance of the Services.
- (d) Provide access to the Company to all aircraft airworthiness documents within (5) days after aircraft's reception and ensure their compliance with applicable European Union laws. In case of absence of the airworthiness documents, the Customer endures all the costs incurred. All services will be suspended while these documents are brought into conformity
- (e) Allow the Company to make an inventory of aircraft on their arrival at the Company's premises
- (f) The Company hereby gives written assurance that it complies with all applicable laws, ordinances and regulations (including, without limitation, the laws of the United States and the European Union with respect to export control) and ensure that its affiliates and subcontractors also comply.

**7. INTELLECTUAL PROPERTY - CONFIDENTIALITY**

In the event that services include elements of the Customer's industrial or intellectual property, the latter guarantees the Company against all the consequences of legal action which could be brought due to performance of a Service covered by industrial or intellectual property rights.

The Company is authorised to reproduce, modify and re-use the information received and the know-how (methods, processes, etc.) acquired during the performance of the Contract, as well as any reports, documentation, plans, drawings, software and any other information, including technical information, regardless of the medium, in connection with the provision of the Services (and any supplies) without a time limit, excluding the Customer's data and information and subject to the applicable confidentiality provisions.

Each Party shall retain ownership of its know-how, processes, methods and any other intellectual property rights owned by it prior to the performance of the Services.

The company remains the owner of its know-how, its processes, its methods as well as all intellectual property rights on the studies, reports, documentation, plans, drawings, software, models, prototypes, etc. regardless of the medium, which it owned before the supply of Services or done in the provision of Services to the Customer, who is therefore prohibited from reproducing or using them without the express prior authorisation of the Company which may attach a financial consideration to it.

For any avoidance of doubt, Intellectual Property rights granted according to this article 7 shall bear on the following limited list documents namely: the Master Data List (MDL), the Modification Approval Sheets (MAS), the Supplemental Type Certificate (STC), the Service Bulletin (SB), the Mechanical and Electrical installation drawings, the Aircraft Flight Manual Supplement (AFMS), the Instruction for Continued Airworthiness (ICAs), the Ground Test Plan (GTP) and the Flight Test Plan (FTP) Reports, the Permit to Fly (PTF), the Flight Conditions, the Electrical Load Analysis (ELA) impact and Weight and Balance (W&B) impact.

Any information provided by a Party under the Contract shall be considered and treated as confidential by the Party receiving the information, provided that such information is clearly identified as confidential at the time of its communication, either in writing or orally and subsequently confirmed in writing within ten (10) days of said communication ("Confidential Information"). This also includes all of the Contract documents.

Each of the Parties undertakes not to copy, modify or disclose--directly or indirectly--the Confidential Information without the other Party's prior written consent except to its Group's companies.

**8. NON-SOLICITATION**

Unless there is prior and express consent, the Customer undertakes not to seek to hire for themselves and for any Group company to which they belong, directly or indirectly, any "employee" of the Company involved in performing the Services which are the subject of this Contract, and this, for the duration of the performance of this Contract and until a period of fifteen (15) months from the date contractual relations cease has expired. In the event of non-compliance with this article, the Company may claim compensation representing the highest amount between a lump sum of fifty thousand euros (€50,000) or an amount corresponding to twelve (12) months gross pay received by the employee in question plus the costs of recruiting their replacement.

The application of this clause shall, in particular, be excluded in the following cases:

- hiring of sacked personnel from the Company;
- the Company files for bankruptcy if the receiver does not opt to pursue the Contract.

**9. EXPORT CONTROL**

Each Party to the Contract acknowledges that the goods, services or any data provided pursuant to this Contract may be subject to, and controlled by, the export laws and sanctions regulations of France, European Union, the United States and other applicable countries which regulates dual-use goods, software, technology, encryption and certain military items to countries around the world (collectively referred to as "Export Laws"). Each Party agrees to comply with all applicable Export Laws. Goods, services and data required to be provided in accordance with the Contract shall only be supplied in accordance with the then applicable Export Laws. Neither Party shall be required to perform any obligation specified in the Contract that would result in or require it to breach of any applicable Export Laws. All required export licenses and permits must be in place, before applicable goods or data are shipped to or from either Party, and prior to any applicable Services to be provided. The receiving Party may refuse any goods or data shipped prior to proper licensing or equivalent export authorization being obtained and may return any such goods to the shipping Party at that Party's expense. Each Party agrees not to export or re-export the goods or data provided pursuant to the Contract in violation of the applicable Export Laws. Company shall not be liable for any damage or costs incurred by Customer (and/or aircraft's owner) if any delivery or re-delivery of Services and/or aircraft under the Contract or if the performance of any Services is delayed due to the refusal to issue a license by any governing authority.

**10. SUSPENSION**

As the contract is entered into for a fixed period, the Customer shall not be able to suspend the Services regardless of the cause.

In the scenario where the Services are nevertheless suspended and/or deferred in whole or in part after the date the Contract comes into force for a cause which is extraneous to the Company, the Company has the right to the monthly payment during the suspension period of lump sum, fully discharged compensation equal to:

**(Duration of suspension/duration of contract) x amount of the contract**

In the event of the suspension of the Contract all contractual deadlines are deferred for a period equal to the duration of the suspension.

The Parties shall meet at the invitation of the first Party to take action, to negotiate the terms of resuming Services in good faith.

The Company may decide to terminate the Contract under the conditions of article 11.3 after thirty (30) days of suspension.

**11. TERMINATION****11.1 Due to a fault of the Company:**

If the Company does not comply substantially with the stipulations of the Contract, the Customer may terminate the Contract if the Company fails to remedy its failure within one (1) month following receipt of a formal notice written to the Company which goes unanswered.

On the date the Contract ends the Customer shall have to pay the Company the price of the Services already performed under the conditions stipulated in the Contract.

Payment of any other expenses incurred by the Company in connection with the Services shall be subject to negotiation by the Parties, who undertake to negotiate in good faith to come to an agreement.

**11.2 Without a fault of the Company:**

Early termination of the Contract and for the convenience of the Customer is not authorised. In case of termination by the Customer, the consequences stipulated in the event of termination due to fault on the part of the Customer shall be applied.

**11.3 Due to a fault of the Customer:**

If the customer does not comply with the stipulations of the Contract, the Company may terminate the Contract one (1) month following receipt of a formal notice by the Customer which goes unanswered.

In this case, the Customer shall have to pay the Company the Price of Services performed on the date the Contract effectively ends as well as compensation for early termination of the Contract, the amount of which shall be negotiated in good faith between the Parties.

This termination compensation shall not be a lump sum and construed as a full discharge of liability, since the Company retains the right to claim compensation for additional expenses or actual loss and damages it has suffered.

Payment of any other expenses or damage incurred by the Company in connection with the Services shall be subject to negotiation by the Parties, who undertake to negotiate in good faith to come to an agreement.

**11.4 Termination by one of the Parties :**

The Contract may be terminated automatically with immediate effect in the event of (i) court-ordered liquidation, legal redress or any other similar legal event by the other Party unless there are legal provisions to the contrary or (ii) Force Majeure.

**12. FORCE MAJEURE**

In the event of an extraneous, unforeseeable or unpreventable event, the defaulting Party should inform the other Party as quickly as possible. It shall be up to each of the Parties to take all necessary provisional measures within its powers to reduce the consequences of a force majeure event. In addition, in the event of a force majeure event being prolonged beyond what is reasonable, the Services may be automatically terminated by one or other Party, if required, even if provisional measures have been taken.

**13. HARDSHIP CLAUSE**

If, because of events that the parties had not foreseen, the balance of the Contract is fundamentally altered, so that the performance of contractual obligations by a Party requires a disproportionate effort, the latter may request the revision of the Contract. The Parties shall meet each other as quickly as possible in order to renegotiate in good faith the terms of this Contract.

**14. PERSONAL DATA**

The data submitted by the Company when they contain Personal Data such as defined in article 4 of EU Regulation No. 2016/679 relating to the protection of natural persons with regard to processing personal data, and to which the Client may have access in performing the Contract, is strictly confidential whether or not it is identified as "Confidential" and is governed by this article.

In application of EU Regulation No. 2016/679, the Customer is notably prohibited from communicating it to third parties, reproducing it, extracting it or undermining the security of the processing of this Data.

In addition, the Personal Data communicated, collected or produced in performing the Services, may not be the subject of any operation or integration in a file and this, whatever the nature of the operation or process used, other than those provided for in the Contract.

The Customer in particular undertakes to meeting the following obligations and ensuring they are complied with by its staff and its sub-contractors if applicable:

- (a) not to use or integrate Personal Data in a file and this, whatever the nature of the operation or process used, except in cases expressly provided for in this Contract;
- (b) only intervene on the instructions of the Company and consequently only process the Personal Data in accordance with the written instructions of the Company and refrain from any personal use, including for commercial purposes;
- (c) not to disclose Personal Data to third parties, and this including the Customer's sub-contractors, apart from cases expressly provided for in the Contract or in the absence of written authorisation from the Company, or apart from cases provided by a legal or regulatory provision;
- (d) only make Personal Data accessible and available to view to duly empowered and authorised personnel because of their duties and role,

- (e) strictly within the limits of what is necessary for them to fulfil their duties; adopt all the necessary measures to ensure the security, integrity, confidentiality and control of disclosing Personal Data. Furthermore, the Customer undertakes to take any technical measure and appropriate guarantees to protect Personal Data against accidental or unlawful destruction, accidental loss, an alteration, disclosure or unauthorised access. If the Customer has knowledge of or suspects the occurrence of one of the violations referred to above, they undertake to notify the Company immediately of the nature and scope of the violations and to assist the Company free of charge to carry out any action to remedy or deal with this, including by notifications to the competent authorities and the persons concerned by the violations;
- (f) resort exclusively to the means of processing personal data located in the territory of a member country of the European Economic Area;
- (g) return or destroy, in accordance with the processes and terms previously agreed between the Parties, all Personal Data processed on behalf of the Company in an automated or manual manner.

The Customer guarantees against and compensates the Company for any damage resulting from breaching the provisions of this article.

This article shall persist for an indeterminate period until the termination or expiry of the Contract for any reason whatsoever.

**15. TRANSFER AND SUB-CONTRACTING****15.1 TRANSFER**

The Customer shall not be able to assign, delegate or transfer for any reason whatever, all or part of the rights and obligations arising from these terms and conditions or the Contract or the order without the prior agreement of the Company.

The company has the right to assign, delegate or transfer all or part of the rights and obligations

arising from these terms and conditions or the Contract to any Company controlled, directly or indirectly, by it within the meaning of article L. 233-3 of the French Commercial Code.

**15.2 SUB-CONTRACTING**

Unless expressly stipulated otherwise in the Contract, the Company is authorised to subcontract all or part of the provision of its Services, in compliance with the legal provisions in force.

If the Company provides a service as a sub-contractor, the Customer undertakes to comply with the provisions of law no. 75-1334 of 31 December 1975, and in particular to obtain the approval of the contracting party on the quality of the Company's sub-contractor and their terms and conditions of payment. Failing that, the Customer shall immediately provide a bank guarantee for the total amount of the Services, and, in the absence of bank authorisation or guarantee, the Company shall be able to unilaterally terminate the Contract in question.

**16. GENERAL PROVISIONS**

- (a) Should any part of the Contract be deemed invalid or non-applicable, the Parties accept that the remaining terms of this Contract shall remain in force. In addition, the Parties agree to immediately enter into negotiations to replace the invalid or non-applicable part while retaining its meaning and its scope;
- (b) Should any part of the Contract be deemed invalid or non-applicable, the Parties accept that the remaining terms of this Contract shall remain in force. In addition, the Parties agree to immediately enter into negotiations to replace the invalid or non-applicable part while retaining its meaning and its scope;
- (c) For its communication purposes, the Company is authorised to mention the Services performed for the Customer and the name of the Customer in general terms, excluding any Confidential Information and unless otherwise indicated by the Customer;
- (d) Legal action against the Company must be initiated within two (2) years.

**17. APPLICABLE LAW – COMPETENT JURISDICTION**

Any dispute between the Parties relating to the interpretation, validity or performance of the Contract which is unable to be settled amicably by the Parties beforehand (i) shall be governed by French law and (ii) shall be subject to the exclusive jurisdiction of the courts in Paris (France) which have jurisdiction.