

STANDARD PURCHASING TERMS & CONDITIONS

1. Definitions and Interpretations

In these Conditions, except where the context otherwise requires, the following words and expressions shall have the following meanings:

“**Conditions**” these standard conditions of trading;

“**Contract**” any contract entered into by AHUK incorporating these Conditions;

“**Delivery**” delivery of the Goods or Equipment by the Supplier to AHUK in accordance with clause 6;

“**Delivery Date**” the date set out in the Order;

“**End Customer**”. the final user of the Goods or Services, which may be incorporated within a larger assembly or aircraft.

“**Force Majeure**” any cause or reason beyond either party's reasonable control including (without limitation) act of God, war, public disturbances, fire, flood, adverse weather conditions, explosion, natural disaster, strike, labour troubles, acts, orders or priorities of any government and embargo;

“**Goods**” goods supplied to AHUK;

“**IPR**” Intellectual Property Rights including copyright, data base right, design right, right to register designs or patents, proprietary know-how and confidential information.

“**AHUK**” Airbus Helicopters UK Limited;

“**Issuing Authority**.” the organisation or authority responsible for the definition of, or compliance with, the Quality Standard.

“**Order**” the Order sent by AHUK to the Supplier ordering the Goods and/or Services;

“**Oxford Base**” AHUK, Oxford Airport, Kidlington, UK, OX5 1QZ

“**Price**” the price as defined in clause 4 and varied from time to time in accordance with these Conditions;

“**Quality Standard**” the specification or standard for quality requirements set out in Clause 11, as amended by the Order.

“**Relevant Documentation**” instruction manuals, user guides, maintenance manuals, technical manuals, service bulletins and other relevant documentation and revisions to them;

“**Services**” services supplied to AHUK by the Supplier under the Order;

“**Special Conditions**” any terms or conditions which vary from these Standard Purchasing Terms and Conditions, which are agreed by both AHUK and the Supplier and which must be written in the Order.

“**Supplier**” the person named on the Order;

In these Conditions headings are given for convenience only and shall not affect interpretation and any reference to AHUK or the Supplier includes those successors and assignees permitted by these Conditions. The plural includes the singular and vice versa.

2. Conditions

- 2.1. These Conditions together with any Special Conditions constitute the only conditions upon which AHUK is willing to purchase Goods and/or Services from the Supplier and shall apply to all contracts for the sale of Goods and/or the supply of Services by the Supplier to AHUK to the exclusion of all other terms and conditions including any terms or conditions which the Supplier may purport to apply under any quotation, confirmation of order or similar document.
- 2.2. Any variation to these Conditions (including any special terms and conditions negotiated between the parties) shall not apply unless agreed in writing by AHUK.
- 2.3. If there is any conflict between these Conditions and the Special Conditions the Special Conditions shall apply.

3. Services

- 3.1. The design and development work shall be performed by the Supplier in accordance with the requirements and milestones defined in the Contract and in particular in Annex A “Technical Specification” and Annex B “Statement of Work”.
- 3.2. If at any time during the Development Phase and / or the Industrialization Phase the actual progress of the Development

Work does not conform to the Development Schedule the Supplier shall identify the reason(s) for the delay, submit a recovery plan and take any necessary step(s) to comply with the Development Schedule. Approval by the Purchaser of any recovery plan shall not relieve the Supplier of any of its liabilities or responsibility under the Contract.

- 3.3. Payment of the milestones related to the Development Work specified in Annex B “Statement of Work” shall be made in accordance with the payment plan defined and shall be conditional upon written acceptance by the Purchaser of the milestone achievement.
- 3.4. The Supplier and the Purchaser will hold, at mutually agreed times and places, co-ordination meetings, to exchange the status and information on the Helicopter Program and the Development Work. The minutes of the co-ordination meetings will be approved by Points of Contact of Supplier and Purchaser and both Parties shall take any action that has been assigned to that Party (as mutually agreed) at the co-ordination meetings. For the avoidance of doubt, it is not intended that such minutes shall supersede the provisions of the Contract.
- 3.5. Orders related to the manufacture, supply and support of the Item are conditional upon the successful completion of the development work.

4. Compliance with Export and Import Regulations

- 4.1. The Items/commodity(ies) or services or part of them may be subject to national, foreign or international trade, export laws and regulations (hereafter referred to as “Export Regulations”). The Parties acknowledge that diversion contrary to such Export Regulations is prohibited.
- 4.2. The Supplier shall identify any part of the Item/commodity(ies) or services that is subject to Export Regulations at the time of signature of a Contract or the receipt of an Order. Amendments to such information shall be provided by Supplier in the event of a change in Export Regulations or an envisaged change of the classification by Government, and the Supplier shall provide the Purchaser with all information concerning such applicable Export Regulations. The supplier shall not be liable for such changes but should provide reasonable assistance requested by Purchaser to comply with the applicable Export Regulations.
- 4.3. The Supplier will clearly indicate on all delivery notes the classification determination and the number of the applicable export license or authority and mark all documentation provided subject to Export Regulations with the appropriate classification determination and export license number as well as the applicable license exemptions and distribution restrictions.
- 4.4. Whenever all or part of the Item/commodity(ies) or services is subject to Export Regulations, and without prejudice to its obligations under this Provision, the Supplier shall:
 - Warrant that in a timely manner and at no cost to the Purchaser, unless otherwise specifically agreed, all relevant official approvals, licenses and authorizations required for the export of the Item/commodity(ies) or services to, delivery of them to, and use of them by the Purchaser and the Customer or End User in accordance with the Contract or the Order or as provided by the Purchaser's end-use / end-user statement will be obtained; and
 - provide the Purchaser, except when prohibited by the applicable Export Regulations, with a copy of all relevant exceptions, official approvals, licenses, authorizations and exemptions including a copy of all provisos (e.g. limitations on retransfers) that relate to the compliance obligations of the Purchaser.
- 4.5. If one or more Technical Assistance Agreements (“TAA's”) are required for the fulfilment of a Contract or an Order, the TAA(s) and any Amendments thereto shall be agreed with the Purchaser before being submitted to the export authorities. and A copy of the TAA signed by the Parties and of the issued approval including a copy of all provisos that relate to the execution of the Contract or the compliance obligations of the Purchaser shall be provided to Purchaser. If required, the Supplier may redact passage in the copies. Provisos that are classified or that do not relate to the compliance obligations of the Purchaser may be blanked out from the copy supplied to Purchaser, if so required by the US Government.
- 4.6. Notwithstanding anything to the contrary in this Contract, the following provisions are of essence for this Contract:

- Purchaser's ability to deliver and support Helicopter (including spares, software, technology, training equipment, documentation) fitted with the Item/commodity(ies) that are not listed on an export control list worldwide – provided that Purchaser follows all national / EU / U.S. catch-all restrictions for his products
- Customer's or End-user's ability to use, operate and maintain the products that are listed on an export control list as provided by the end-use / end-user statement.

4.7. In the event of Supplier's non-compliance with its obligations under these provisions to supply the Items/commodities or services compliant with Export Regulations, the Supplier shall, at its own costs, and within a timeframe compatible with the Purchaser's business needs take the appropriate actions to comply with, by:

- Performing all necessary steps in order to obtain from the relevant administration any authorization, with respect to the Item/commodity(ies) or services, necessary for the Purchaser to sell and support the helicopter and service(s) and/or the provided end-use / end-user statement for the relevant Customer or End-user to continue using, operating and maintaining the helicopter and service(s), and in all case the Supplier fails to obtain it, replacing or modifying the restricted technology so that the Item/commodity(ies) or services ceases to infringe the Export Regulations, while fulfilling all requirements defined by the Contract or the Order; without prejudice to the Purchaser's rights to claim for compensation for all costs, damages and losses suffered as a consequence of the said breach and/or to terminate the Contract or Order for Supplier's default.
- Notwithstanding any other provision of the Contract or Order, the Supplier shall be liable for all damages, losses, and liabilities incurred by the Purchaser as the result of the Supplier's negligent non-compliance with its obligations under these provisions.

5. Prices

- 5.1. The price of the Goods and/or Services (the "Price") shall be the Price set out on the Order. The Supplier may not vary the Price without the prior written agreement of AHUK.
- 5.2. Unless otherwise agreed in writing the Price shall include the cost of packing and delivery at the place specified on the Order or if nowhere is specified at the premises of AHUK.
- 5.3. In the event that AHUK requires any change to be made to the Goods and/or Services after issuing the Order, AHUK shall inform the Supplier in writing of the required change. The Supplier shall within three (3) days of receiving details of the change issue a Change Order setting out details of the change and any variation in price. The Change Order shall only operate to vary the Goods and/or Services and Price if signed by AHUK and returned to the Supplier
- 5.4. If AHUK requires (whether before or after the date of this Contract) any Goods or any change to Goods which the Supplier or AHUK believes is unlikely to be approved by the Issuing Authority, the parties, acting in good faith, shall use all reasonable endeavours to agree either to exclude the item or piece of equipment or to adopt a specific alternative approach and to agree any consequential changes to the Price. In the event that the parties are unable to reach agreement within twenty working days of the parties first discussing the matter AHUK reserves the right:
- to cancel the part of the contract relating to the Goods and the Price shall be adjusted accordingly; or
 - to terminate the contract.

6. Delivery

- 6.1. The Goods shall be delivered and/or the Services performed by the Delivery Date. The Goods shall be delivered DAP (Incoterms 2020 refer) to the Oxford base of AHUK.
- 6.2. If the Goods are ready for delivery prior to the Delivery Date the Supplier shall notify AHUK who may, but shall not be obliged to accept delivery of the Goods. If AHUK is unable to take delivery of the Goods on the Delivery Date it shall notify the Supplier who shall store the Goods until AHUK gives notice that it is ready to take delivery.
- 6.3. If AHUK is unable to make facilities available for performance of the Services AHUK shall notify the Supplier who shall co-operate with AHUK to find mutually agreeable dates for performance of the Services.
- 6.4. Neither the Supplier nor AHUK shall have any liability to the other for delay caused by AHUK's inability to take delivery of Goods by the Delivery Date or make facilities available for the performance of the Services.

6.5. If the Supplier is unable to deliver the Goods or perform the Services in accordance with the Contract by the Delivery Date:

- AHUK shall be entitled to terminate the Contract and Order from a third party and charge the Supplier for any additional cost incurred in ordering the Goods from the third party;
- the Supplier shall pay AHUK liquidated damages at the rate set out in the order or, if no rate is specified, shall pay AHUK at a rate of 1% of the Price per week up to a total of 10% of the Price.

7. Helicopter Certification, Qualification and Continued Airworthiness Support

- 7.1. The Supplier agrees to support the Purchaser in all activities associated with the certification and qualification of the Helicopter (including but not limited to rig testing, Helicopter ground and flight testing) by providing to the Purchaser, at the Purchaser's request, certification and qualification support including necessary spare parts, tooling and test equipment, support data, on-site field engineers and support personnel, data and documentation in respect of the Item (including design and required justifications), as defined in Annex B "Statement of Work", for the purpose of ensuring that the Item integrated on the Helicopter fulfills all requirements of the Aviation Authorities or any Operator's certifying authority.
- 7.2. The Supplier agrees to support the Purchaser by providing all substantiating data, technical assistance and support with the objective to design, manufacture and integrate the Item in the Helicopter in compliance with the applicable airworthiness certification and qualification requirements from the local authority of the country of any Customer.
- 7.3. If an issue is identified (including potential unsafe conditions), which might cause the Certificate of Airworthiness to be revoked because of an alleged defect of the Item, the Supplier shall under the supervision of the Purchaser, undertake without delay all necessary actions to remedy such situation. Such actions may include, but are not limited to the investigation of causes, definition of temporary measures, development of modifications, inspections and repair solutions, including Spare Parts, for new and in-service Helicopter.
- 7.4. The Supplier shall perform all actions and/or shall support the Purchaser in performing all actions to gain, maintain or regain the aforementioned certification and qualification.
- 7.5. For all actions and services to be carried out by the Supplier under this Article costs shall be borne by the Supplier.

8. Spares and Obsolescence

- 8.1. Subject to the provisions hereunder, Supplier hereby undertakes to provide spares for Goods for as long as the Goods are used by AHUK and/or its Customers and for a minimum period of ten (10) years.
- 8.2. In the event that Goods become obsolete, Supplier must advise AHUK accordingly within 30 days of said discovery. In any event, Supplier must anticipate the risk of obsolescence and implement the necessary steps to guarantee production and delivery of Goods for 24 months following discovery of a case of obsolescence.

9. Rights to the Deliveries and Services; Open Source Software

- 9.1. If the Deliveries or the Services provided by the Supplier are subject to patent or copyright protection, the Purchaser shall be granted all rights of reproduction, use, operation, release, adaptation, modification or translation of the Deliveries or the service as far as this is necessary for the purpose of the purchase order. The grant of rights under this Section is included in the compensation according to Section 3.
- 9.2. The Purchaser acquires full property of the Deliveries or the Services covered by the respective purchase order, in particular insofar as folders, plans, technical memos, drawings, models, prototypes or tooling are concerned.
- 9.3. The Supplier shall inform the Purchaser - at the latest at the time the order is confirmed - whether the Deliveries and Services to be delivered contain "open source software". In the context of this provision "Open Source Software" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software. By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser, GPL (LGPL), the BSD License, the Apache License or the MIT License.
- 9.4. Should the Deliveries and Services delivered by the Supplier contain open source software, the Supplier shall deliver to the

Purchaser the following, latest at the time the order is confirmed:

- The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code;
- A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license;
- A written declaration that through the intended use of the open source software neither the Deliveries of the Supplier nor the products of the Purchaser will be subject to a "Copyleft Effect". In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's Deliveries, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

9.5. Should the Supplier not indicate until after receipt of the order that its Deliveries and Services contain open source software, then the Purchaser is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

10. Insurance

- 10.1 The Supplier shall subscribe and maintain, at its own cost, with insurers of recognized reputation and security, the insurance policies needed for the coverage of its liabilities and furnish annually to the Purchaser the corresponding insurance certificates. Should the limit of coverage subscribed by the Supplier be in excess of the amount requested in Article 10.5 "Product liability insurance and indemnity", then the Purchaser shall have the benefit of the full limits.
- 10.2 At the date of the signature of the Contract, the Supplier shall provide evidence of its subscription to the insurance coverage detailed in Articles 10.3 "General Third Party Liability Insurance" and 10.4 "Hangar keeper's Liability Insurance or Property on Care or Custody Insurance" hereafter. Evidence of Supplier's subscription to the insurance coverage detailed in Article 10.5 "Product liability insurance and indemnity" below shall be provided by the Supplier before the delivery of the first Item to the Purchaser.
- 10.3 The Supplier shall, when carrying out work of any kind on the premises of the Purchaser or on such other premises as the Order so directs, effect and maintain General Third Party Liability Insurance. The limit of coverage of such insurance shall not be less than two million (2,000,000) GBP (or equivalent) per occurrence.
- 10.4 The Supplier shall effect and maintain Hangar keeper's Liability Insurance or Property on Care or Custody Insurance. The limit of coverage of such insurance shall not be less than five million (5,000,000) GBP (or equivalent) per occurrence.
- 10.5 The Supplier shall effect and maintain Product Liability Insurance. The limit of coverage of such insurance must be agreed with AHUK.
- 10.6 The Supplier shall indemnify and hold the Purchaser harmless against all liabilities, damages, losses, costs and expenses for injury or death of any person, for loss of or damage to any property, including without limitation the Purchaser and its Customers' property and personnel, arising out of product liability which is attributable to a defective Item.
- 10.7 Assets Owned by AHUK and made available to the Supplier to allow it to create the Goods and/or perform Services shall be insured by the Supplier whilst in the care and custody of the Supplier. AHUK (and its insurers) hereby exempt Supplier from all liability in excess of £200,000 per claim for assets entrusted by AHUK and £300,000 per claim for entrusted aircraft, except in case of theft, gross negligence or wilful misconduct. In exchange, Supplier (and its insurers) hereby waive recourse it would be entitled to exercise against AHUK and its insurers following any incident involving assets entrusted by Supplier to Airbus Helicopters UK Ltd, under conditions identical.

11. Quality

11.1. Supplier shall have the responsibility for verifying, guaranteeing and certifying compliance of its Goods and Services with statutory standards and regulations in effect (such as those relating to environment), and with the Quality Standard. Supplier must demonstrate that it possesses the means and organisation necessary to meet said requirements. Supplier hereby undertakes to preserve suitable information allowing traceability of manufacturing and control operations to be guaranteed for as long

as its Goods and Services are used by AHUK or its clients. Costs incurred by AHUK attributable to Supplier's failure to respect said quality requirements will be invoiced to Supplier.

11.2. Supplier agrees that AHUK may perform regular audits of the Suppliers facilities to ensure compliance with the above quality requirements..

12. Payment

- 12.1. Unless otherwise stated payment of the Price shall be made within 30 days after receipt of a valid invoice
- 12.2. AHUK shall be entitled but not obliged at any time without notice to the Supplier to deduct any amounts due from the Supplier to AHUK from any sum then due or which at any time may become due to the Supplier under this or any other contract with the Supplier and exercise by AHUK or its rights under this clause shall be without prejudice to any other rights or remedies available to AHUK under this agreement or otherwise.

13. Warranties

- 13.1. The Supplier warrants that the Services have been carried out with reasonable skill and care;
- 13.2. If any of the Services do not conform with this warranty the Supplier shall rectify the relevant Services;
- 13.3. The Supplier warrants that the Goods will comply with their specifications, and are free from defects in design, material or workmanship. This warranty shall remain valid for a period of thirty six (36) months after delivery to the End Customer. During this period, in the case of defective Goods, AHUK shall be entitled, at its sole discretion, to either:
- 13.4. Return the Goods at Supplier's risk and expense. In such a case, the Supplier shall repair or replace and deliver repaired or new Goods within seven (7) days following the notification of such a defect to the Supplier. In any event AHUK shall have sole discretion to direct a particular method to rectify the defect.
- 13.5. Rectify the Goods, at the Supplier's expense and with the Supplier's prior written consent.
- 13.6. The Supplier warrants that they have all approvals and certifications required by (i) AHUK and/or (ii) the European Airworthiness and Safety Agency and comply with all relevant legislation.
- 13.7. The Supplier warrants that they have all licences as may be necessary having regard to the laws and regulations of the country of origin of the Goods.

14. Intellectual Property Rights

- 14.1. The IPR in the Services, the Goods, their specification and the Relevant Documentation shall belong to and invest in AHUK to the extent that any of the IPR does not belong to the Supplier.
- 14.2. Upon Delivery of the Goods to AHUK the Supplier will grant to AHUK an irrevocable non-exclusive royalty free licence to use the Goods in accordance with the relevant documentation relating thereto and to grant sub-licences to its customers.
- 14.3. Subject to the above the Supplier shall indemnify and keep indemnified and hold harmless AHUK against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of Goods by AHUK following delivery constitutes an Intellectual Property Infringement.
- 14.4. In the event of an Intellectual Property Infringement the Supplier shall at its cost either make such alterations, modifications or adjustments to the Goods and the relevant documentation as shall be necessary to make them non infringing or secure a licence permitting use the infringing item(s) by AHUK and its customers.

15. Confidentiality

- 15.1. Each party undertakes that it will not at any time use, divulge or communicate to any person any confidential information concerning the business or affairs of the other party which may have or may in future come to its knowledge and each party shall use their reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.
- 15.2. Subject to the requirements before disclosure below either party may disclose confidential information to the minimum extent required by;
- any order of court or competent jurisdiction or any competent judicial government or regulatory body; or
 - the rules of any stock exchange on which the shares of any member of the Recipient's Group are listed;
 - the laws or regulations of any country with jurisdiction over the

affairs of either party (provided that in the case of disclosure under the Freedom of Information Act 2000 or any equivalent law in any country none of the exemptions to that Act applies to the information disclosed).

15.3. Before either party discloses any information under this clause 15 they shall (to the extent permitted by law) use their best endeavours to:

- inform the other parties the full circumstances of disclosure and the information that will be disclosed and take all such steps as may be reasonable and practical in the circumstances to agree the contents of such disclosure with the other party before making such disclosure;
- consult with the other party as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the party disclosing;
- gain assurances as to confidentiality from the body to whom the information is to be disclosed; and
- where disclosure is by way of public announcement agree the wording with the other party in advance

15.4. If the one party is unable to inform the other party prior to confidential information being disclosed they shall (to the extent permitted by law) inform the other party immediately after disclosure of the full circumstances of disclosure and the information that has been disclosed.

16. Force Majeure

16.1. A delay or interruption in the performance by the Purchaser or the Supplier of any provision of the Contract and/or the Order due to causes which are at one and the same time compelling, unpredictable, unavoidable, outside of its control and not due to its fault or negligence shall hereinafter be referred to as a "Force Majeure Event".

16.2. Neither the Purchaser nor the Supplier shall be responsible nor be deemed to be in default of its obligations under the Contract and/or any Order related thereto to the extent that such default is caused by a Force Majeure Event and duly notified in accordance with the provisions of the present Article.

16.3. Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best endeavours to mitigate the effects of such event. In addition the Supplier shall endeavour to make available to the Purchaser substitute Items in an adequate number, at no additional charge to the Purchaser, to maintain the Helicopter production process and minimize the potential delay in delivery.

16.4. If a Force Majeure Event occurs that causes or may cause a delay in the performance by the Purchaser or the Supplier of its obligations under the Contract and/or an Order, such Party shall:

- Notify the other Party in writing of such Force Majeure Event immediately after becoming aware of the same;
- Describe the event causing the Force Majeure Event in reasonable detail;
- Provide an evaluation of the obligations affected;
- Indicate the probable duration and extent of such delay;
- Notify the other Party of the measures that will be taken; and
- Upon cessation of the event causing the Force Majeure Event notify the other Party in writing of such cessation

16.5. Following cessation of a Force Majeure Event and, to the extent possible, in anticipation thereof, the affected Party shall, in addition to the above obligations, resume the performance of its obligations under the Contract or any Order.

16.6. If development or delivery of the Item is delayed or is anticipated to be delayed as a result of a Force Majeure Event, the Development Schedule or the Procurement Plan (as applicable) may be re-scheduled as agreed between the Purchaser and the Supplier. Any extension of time granted under this Article, shall be formalized by the execution of a written amendment to the affected Order which amendment shall establish new delivery dates for the Item affected by the Force Majeure. Occurrence of a Force Majeure event shall not entitle the Supplier to an increase in the Item price.

16.7. If the production or delivery of the Helicopter is interrupted or any other obligation of the Purchaser is not met due to a Force Majeure Event experienced by the Purchaser, the Purchaser shall have the right upon written notice to the Supplier, to adjust the Development Schedule and / or the Procurement Plan to the extent of such Force Majeure Event or postpone the performance of its obligations by the extent of such Force Majeure Event at no additional cost for the Purchaser.

17. Termination

17.1. In case of breach by Supplier of any of its obligations under the contract, AHUK reserves the right, if the breach is not remedied within 30 (thirty) days from AHUK written notice, to immediately terminate the Contract or any Order to progress (in whole or part), without prejudice to the right of AHUK to claim damages and any other remedies which AHUK may have at law and/or under the Contract.

17.2. Upon termination of this Agreement the Supplier shall bear the costs incurred by AHUK for re-sourcing the manufacturing of, or support activities for, alternative items to the Products AHUK shall be entitled to terminate the Contract in the event of a change in control of the Supplier, with 30 (thirty) days prior notice, if such control is in favour of a party which is strategically unacceptable to AHUK due to existing, latent or potential conflict of interest.

17.3. In the case where AHUK is contracted to provide Goods and/or Services to a Public Authority where the contract contains a Termination for Convenience Clause and where this Clause is activated, AHUK will, within 10 working days of receiving this notification, advise the Supplier to amend production to meet the Termination. In such a case AHUK will indemnify the Supplier against any commitments, liabilities or expenditure which are reasonable and properly chargeable in connection with the Order. In no case shall the Supplier make any claim in excess of the total value of the Order.

18. Anti-Corruption

18.1. The Supplier, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of the Order shall comply with all governmental statutes, laws, rules and regulations, including but not limited to all local and international anti-corruption laws applicable to the performance of its obligations and activities under this Order.

18.2. Accordingly, in the performance of the Order, the Supplier shall refrain from:

- Offering, promising, arranging for or paying, either directly or indirectly, anything of value (including but not limited to monies, gifts and entertainment and special favors) to any individuals, including Public Officials, for the purpose of improperly inducing that individual to perform or fail to perform his/her official duties, or to assist the Supplier or Purchaser in obtaining business, retaining business or securing any improper advantage;
- Offering or paying unofficial payments to Public Officials to speed up or obtain routine governmental actions (including but not limited to obtaining permits, licenses, or other official documents; processing governmental papers, such as visas and work orders; providing police protection, mail pick-up and delivery, or scheduling inspections associated with contract performance or transit of goods across country);
- Seeking, accepting, or paying for any confidential, non-public information regarding competitors, tenders and technical specifications, bids and bid prices.

18.3. The Supplier shall ensure that the foregoing provisions are included in all contracts to be entered into with its subcontractors.

18.4. The Supplier shall give notice immediately to the Purchaser of any investigation or legal proceeding initiated against the Supplier by any public authority relating to an alleged violation of applicable laws and regulations with respect to the execution and/or the performance of the Order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in the performance of the Order.

18.5. Without prejudice to the generality of Clause 18.1, the Supplier specifically acknowledges its obligations under, and agrees to comply fully with, the UK Bribery Act 2010, alongside the applicable anti-bribery and anti-corruption laws of any other competent jurisdiction relevant to the execution and/or performance of the Order.

19. Ethics, Compliance, and Supplier Conduct

19.1. The Supplier agrees that it shall comply with the principles of the Airbus Supplier Code of Conduct (the "Code"). All business shall be conducted in compliance with this Supplier Code of Conduct, regardless of where the Supplier is located. Furthermore, the Supplier shall take the necessary actions to flow down the Airbus Supplier Code of Conduct principles to its affiliates, subsidiaries and to their subcontractors involved in business with the Purchaser.

19.2. The Supplier shall conduct its business in a manner that respects human rights, treats workers with dignity, and promotes fair employment practices. The Supplier warrants that it complies fully with the Modern Slavery Act 2015. Specifically, the Supplier must prevent any involvement in all forms of modern slavery, including human trafficking, forced, bonded or indentured labour.

The Supplier must ensure that child labour is not used in the performance of work

- 19.3. In accordance with the Equality Act 2010, the Supplier is expected to provide equal employment opportunity without discrimination and comply with all non-discrimination laws and regulations. The Supplier is expected to foster a diverse and inclusive work environment where employees are treated with dignity, respect and fairness, regardless of their race, colour, religion, gender, age, ethnic or national origin, disability, sexual orientation or preference, gender identity, marital status, citizenship status, political preference or other personal characteristic.
- 19.4. The Supplier must ensure compliance with all applicable tax laws and regulations in the countries where they operate. Under no circumstances should the Supplier engage in deliberate illegal tax evasion or facilitate such evasion on behalf of others. The Supplier warrants that it complies with the Criminal Finances Act 2017 and has put in place effective controls to minimise the risk of tax evasion or its facilitation, including providing appropriate training, support and whistleblowing procedures for its employees.
- 19.5. The Supplier must comply with all applicable data privacy laws and regulations, specifically including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The Supplier must protect the sensitive, confidential and proprietary information of others, including personal data/information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures.
- 19.6. Suppliers are expected to establish appropriate environmental (e.g. ISO14001 or equivalent) and health and safety (e.g. ISO45001 or equivalent) management systems to effectively manage environmental performance and protect the health and safety of employees.
- 19.7. The Supplier is expected to ensure that the "Safety First" principle is fulfilled and promoted at all levels within their organisations to actively support the Purchaser's Product Safety strategy.
- 19.8. Counterfeit Parts: The Supplier is expected to develop, implement, and maintain effective methods and processes to minimize the risk of counterfeit parts and materials being delivered to the Purchaser.
- 19.9. The Supplier must ensure that their business practices are in compliance with Export Control laws and regulations including the US, EU and any applicable national regulations, including compliance with Sanctions and Embargoes legislations. Additionally, the Supplier must comply with applicable laws and regulations regarding the direct and indirect sourcing of critical materials and conflict minerals. The Supplier shall establish a policy and a management system to reasonably assure that conflict minerals and critical materials are sourced responsibly.
- 19.10. The Supplier is expected to provide employees and third parties with access to adequate reporting channels to seek advice or raise legal or ethical concerns without fear of retaliation. The Supplier acknowledges that the Airbus OpenLine (www.airbusopenline.com) is available to suppliers and their employees as a secure and confidential channel to raise alerts related to bribery, human rights, environment, health and safety, and product safety.
- 19.11. In the event that the expectations of the Airbus Supplier Code of Conduct are not met, the Purchaser reserves the right to review the business relationship and pursue corrective action, subject to the terms of the Order and/or Contract.

20. General

- 20.1. These conditions constitute the entire agreement between the parties in relation to the subject matter and no additional variations of it shall have any effect unless in writing and signed by a person duly authorised on behalf of each AHUK and the customer.
- 20.2. Any part of these Conditions found by any court or other competent authority to be unenforceable shall be considered severable so as not in any way to affect the remainder of the Conditions.
- 20.3. The Supplier shall not assign all or any of its rights under these Conditions without the prior written consent of the Company.
- 20.4. AHUK may sub-contract or assign the whole or any part of its obligations under these Conditions.
- 20.5. Each party agrees at the request of the other at its own cost

to do anything further or execute or deliver any further document which is necessary to give effect to these Conditions.

- 20.6. The rights of neither party shall be prejudice of or restricted by any indulgence or forbearance extended by such party or by any delay in exercising or failure to exercise any right and no waiver by either party of any breach shall operate as a waiver of any other or further breach.
- 20.7. Nothing in this agreement shall give a third party any rights against either party and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby specifically excluded.
- 20.8. All notices under this Agreement shall be in writing and in English and either delivered by hand or sent by first class recorded delivery post or by fax to the address or fax number of the intended recipient set out in the Order or such other address or fax number notified by it from time to time for such purposes in accordance with this clause.
- 20.9. Notices shall be considered served and received in the case of:
- delivery by hand, upon delivery or upon refusal on presentation;
 - service by post on the second working day after the envelope was put into the post;
 - fax, upon transmission, provided that a copy of the notice is sent by first class recorded delivery post within 24 hours of the transmission.
 - email, upon transmission of a document in Adobe format, provided that a copy of the notice is sent by first class recorded delivery post within 24 hours of the transmission.

21. Law and Jurisdiction

- 21.1. This Agreement shall be governed by and construed in accordance with English law. The Supplier irrevocably agrees that any legal action or proceedings in connection with this Agreement may be brought in the English Courts, which shall have jurisdiction to settle any disputes arising out of or in connection with this Agreement and irrevocably and unconditionally submits to the jurisdiction of the English Courts.