

## **GENERAL TERMS OF SALE**

### **ARTICLE 1. PREAMBLE**

The General Terms of Sale contained herein (the "GTS") define the respective rights and obligations of the parties in their contractual relations. They are applicable to any (i) official written Offer (as defined hereto) or (ii) published price catalogue in which these terms and conditions are cited and/or appended. These Offers and price catalogues are made (respectively sent) pursuant to the conditions set forth hereto by PGA Electronic SA, acting as a seller, doing business as Astronics PGA (hereinafter « PGA »), a company incorporated in France under RCS Châteauroux Trade Registry n° 350 534 939, having its registered address at Avenue Jean Monnet, ZI La Malterie, 36130 Montierchaume, France. The recipient of these GTS, Offers and price catalogues is herein referred to as the "Customer".

These GTS shall thereby govern the rights, duties and obligations related to supplies to be directly or indirectly delivered or completed by PGA to its Customer. They shall include, but are not limited to, new products, spare parts, tools, and software (altogether the "Products"), technical data, specifications, spreadsheets, compliance matrices, drawings, and other technical documents (altogether the "Documentation"), reworks, repairs, engineering services including modification kits, technical assistance, remote assistance, and training services (altogether the "Services"). The Products, Documentation, and Services are altogether referred to herein as the "Supplies".

By placing an Order with PGA as defined hereto, the Customer unequivocally accepts these GTS and thereby waives any recourse to alternative document, or previous oral or written agreement or commitment. This acceptance shall be deemed effective regardless of whether the Customer has acknowledged in writing that it is aware of these GTS. It is understood that in cases where any given terms of these GTS conflict with specific terms outlined in a written agreement between PGA and the Customer, the terms of that specific agreement shall take precedence. Outside of such specific case, the terms of these GTS supersede all other provisions and, if necessary, complement the terms of any specific agreement. They shall prevail over any written or verbal terms and conditions of purchase associated with or included in any Order or similar document issued by the Customer, notwithstanding any provision to the contrary in such document.

Accessory agreements, as well as changes and amendments to these GTS, shall not be valid without the prior written consent of PGA.

Any reference in these GTS to the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa depending on the context.

The words "other", "includes", "including" and "in particular" do not limit the generality of any preceding words. Subsequent words shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

References to a provision of law is a reference to a provision of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision as amended, applied, consolidated or re-enacted or replaced whether before or after the date of drafting these GTS.

Clause headings are for convenience only and do not affect or form part of the meaning or the construction or interpretation of these GTS.

### **ARTICLE 2. OFFER**

Offers made by PGA, whether commercial or technical and/or made on the basis of Customer's specifications (the "Offers") never constitute recommendations done by PGA.

PGA shall be bound only by a firm Offer made on letter-headed paper, submitted by a person duly authorized to submit Offers on behalf and in the name of PGA. The Offer shall be valid for a period expressly mentioned on it. In case nothing is mentioned in the Offer, the Offer shall be valid for fifteen (15) days from issuance date. Any new request or specific demand made by the Customer, in particular with regards to the quotation for additional Supplies or changes in the delivery times, quantities, or conditions, shall give rise to a new Offer, distinct from the initial Offer, in particular regarding pricing and timing.

Prices indicated in PGA's Offers are always given on a unit price basis, however based on the specified quantities.

The choice of the Supplies remains solely the responsibility of the Customer in accordance with the use the Customer wants to do with. The Customer declares being perfectly aware of the characteristics and performance levels of the Supplies it acquires from PGA. The Customer must perform the appropriate tests to verify the compatibility of the ordered Supplies with the intended use. This clause is a decisive condition of the sale of the Supplies by PGA.

Validity of any Offer made by PGA shall be subject to the availability of the required Supplies at the time the Order is received by PGA.

### **ARTICLE 3. PRICES**

Prices for Supplies quoted in the Offer shall be understood in the currency specified in the Offer and are contingent upon the applicable exchange rate, if relevant, and the specified delivery leadtime and quantities (the "Prices"). These Prices remain valid solely throughout the stipulated duration of the Offer.

Except in case of error or omission by PGA in the pricing preparation or of a revision in manufacturing costs, the Prices will remain firm for Order received by PGA within the validity period of the Offer. Note that Prices may be subject to escalation as provisioned in the Offer for deliveries taking place one or more years after the date of issuance of the Offer. All Prices are net of any taxes, duties, and levies in connection with the sale, delivery, or use of the Products and Documentation and the performance of Services.

Unless explicitly agreed otherwise in writing by PGA, the Prices are based on the Incoterms specified in ARTICLE 10 below, using standard commercial packaging. Thereby, they do not include transportation, insurance, customs costs, and specific packaging, which are additional expenses to be borne by the Customer and carried out at its risks.

Any discounts on Prices are indicated in the Offer with the relevant conditions and applicability.

### **ARTICLE 4. ORDER**

Requests for Supplies shall be formally established by the Customer by means of a written and duly signed purchase order (the "Order"). The Order shall refer to and be in full compliance with the Offer on the basis of which the Order is placed. By prior written agreement of PGA, specific provisions may be added to the Offer or the Order, as the case may be, upon Customer's request.

Each Order shall have a minimum Order value of three thousand Euro (3,000€). For any Order falling below this threshold, PGA hereby reserves the right to reject it and, in this case, will invite the Customer to adjust either the unit Price or the quantity of Supplies to ensure compliance with the specified minimum Order value.

The sale is concluded and binding upon the parties only upon express written acceptance of said Customer's Order by PGA which shall be formalized by the acknowledgement of receipt of Order that PGA sends to the Customer.

The applicable contractual documents (the Order including the GTS, any mutually agreed specific provisions, and the acknowledgement of receipt of Order) shall be together referred to as the "Contract".

In case of unavailability of Supplies, the Order shall be deemed accepted only at the end of the unavailability period of the Supplies. The Customer is notified of this unavailability by any means whatsoever.

No total or partial cancellation or termination of an Order by the Customer will be accepted without the prior written consent of PGA. In the event of cancellation or termination duly accepted by PGA, the parties agree that the conditions and provisions set forth in ARTICLE 24 below shall apply ipso jure.

In view of the nature of our business and the lead times for the procurement and delivery of the Parts required by PGA to produce the Supplies, under no circumstances will a request for cancellation of an Order be accepted for Supplies to be delivered within six (6) months of the initially confirmed delivery date in the acknowledgement of receipt of Order issued by PGA.

### **ARTICLE 5. RUSH ORDER**

If the Customer wishes the Supplies to be delivered within a shorter leadtime than that indicated by PGA in its Offer, it shall place a Rush Order with the following rush fees, in any of these three categories, subject to the prior written confirmation of feasibility by PGA:

- (i) Expedite: For requested leadtime between the standard leadtime as defined by PGA on a case-by-case basis and ninety-one (91) days → the applicable rush fees shall include in this case a flat processing fee of five hundred Euro (500€) for each line of the Order, and a surcharge of fifty percent (50%) of the unit Price of the Supply, per unit.

- (ii) Urgent: For requested leadtime between ninety (90) and forty-six (46) days → the applicable rush fees shall include in this case a flat processing fee of five hundred Euro (500€) for each line of the Order, and a surcharge of two hundred percent (200%) of the unit Price of the Supply, per unit.
- (iii) Critical: For requested leadtime of or below forty-five (45) days → the applicable rush fees shall include in this case a flat processing fee of one thousand Euro (1,000€) for each line of the Order, and a surcharge of three hundred percent (300%) of the unit Price of the Supply, per unit.

Notwithstanding any provision to the contrary in a Contract or other agreement, PGA hereby reserves the right to revise from time to time the aforementioned rush fee amounts in view of any variation in economic or commercial conditions deemed necessary.

## **ARTICLE 6. PAYMENT TERMS**

All payments due to PGA shall be made in full, without set-off, counterclaim, deduction, or withholding of any kind. The Customer shall ensure that the sums received by PGA shall be equal to the full amounts expressed on the invoice as due to PGA, with no deduction or withholding on account of taxes, levies, duties, imposts, dues or charges of whatever nature. If the Customer is compelled by law to make any such deduction or withholding, the Customer shall pay such additional amounts as may be necessary in order that the net amount received by PGA after such deduction or withholding shall be equal to the amounts which would have been received in the absence of such deduction or withholding and pay to the relevant taxation office or other authorities within the period for payment permitted by applicable law, the full amount of said deduction or withholding.

In the absence of specific payment terms negotiated with the Customer, PGA will send the invoice at the agreed milestone or at delivery of Products or Documentation or before initiating the Services, and the Customer shall pay within thirty (30) days from the date of issuance of said invoice. Payments should be made exclusively in the currency stipulated in the Offer or price catalogue, through a bank transfer under the 'OUR' condition (the Customer bears all fees charged by the issuing and any intermediate bank, as applicable).

A down payment equivalent to fifty percent (50%) of the total acquisition price of the Supplies is mandatory at the time of placing the Order, regardless of the value of the Order. The corresponding invoice will be issued by PGA upon receipt of said Order for settlement within a maximum of thirty (30) days, any delay entailing a de facto delay in delivery of the Supplies. This down payment is deemed acquired by PGA as a lump sum indemnity in the event of the Customer's failure to meet its obligations under the Contract or in the event of total or partial cancellation of the Order, for any reason whatsoever, without prejudice to any other claim that PGA may make against the Customer.

The outstanding balance shall be settled within thirty (30) days of the date of issue of the corresponding invoice sent out by PGA, upon receipt of the corresponding invoice issued by PGA, which may be settled in milestones to align with the progress in delivering or completing the required Supplies.

Each delivery of Supplies or performance of a Service is an independent transaction and no claim from the Customer can validly suspend any payment due to PGA.

Early payment of the amount due by the Customer does not entitle the Customer to a reduction in the Price or to a discount.

Without the prior express written consent from PGA, the Customer is not entitled to offset the purchase Price of the Supplies in any form whatsoever.

Regardless of any formalized complaints or disagreements with PGA, the Customer is still obligated to pay each invoice on the due date.

All payments payable to PGA under any Contract shall become due and payable upon termination of such Contract, notwithstanding any other provision.

## **ARTICLE 7. LATE PAYMENTS**

In the event of late payment of amounts due by the Customer to PGA, and without prejudice to any other actions that PGA may bring against the Customer in this respect:

- (i) Any down payment made to PGA shall automatically be retained in full by PGA.
- (ii) PGA shall automatically be entitled to receive default interest calculated at a rate equal to the European Central Bank's refinancing rate plus 10 percentage points, applicable to the amount outstanding, for each day of delay. The

applicable rate will be that in force on the first day of the half-year in question, as stipulated by Article L441-10 of the French Commercial Code.

- (iii) In addition, PGA shall automatically be entitled to receive an indemnity of forty Euro (40€) for recovery costs as per Article D-441-5 of the French Commercial Code. However, PGA reserves the right to request additional compensation from the Customer if the actual recovery costs incurred exceed this amount.
- (iv) PGA may assert its right to immediate re-delivery, at no cost to PGA, PGA retains title on all Supplies in accordance with the terms hereto.
- (v) PGA also reserves the right to suspend or cancel the delivery of all or part of the Contract, or of another contract or agreement that is legally, contractually, commercially, or economically linked to the Order.
- (vi) PGA may additionally reduce or cancel any discounts granted to the Customer on the Contract and/or on any of the legally, commercially or economically related contracts or agreements.

#### **ARTICLE 8. FORCE MAJEURE**

A party shall not be responsible for delays in performing its obligations as set forth herein or in a Contract, if such delays are due to a Force Majeure event, meaning any unforeseeable event, beyond its control, that prevents such party from performing its obligations under normal operation or circumstances.

Force Majeure events include, but is not limited to, such circumstances as an earthquake, hurricane, tornado, typhoon, tsunami, storm, flood, heatwave, epidemic, pandemic, epizootic, war, revolution, uprising, civil unrest, blockade, seizure of power, acts of terrorism, acts of piracy, aircraft crash, strike, lockout, boycott, energy restrictions, disturbance in supplies from normally reliable sources (e.g. electricity, water, fuel, gas and the like), prohibitive measures of states, including a ban on exports or imports, embargoes, a ban on trade operations with certain countries due to international sanctions, a ban on currency transfers, acts of government agencies, which prevent a party from fulfilling its obligations according to a Contract in force, and any other similar events which the party could not reasonably have foreseen or prevented, which occurred after the date of execution of said Contract (all referred to as events of "Force Majeure").

If a party is prevented from, or delayed in, performing its obligations under a Contract by means of an event of Force Majeure, such party shall be under no liability to the other party in respect of the non-performance of its obligations during the period of such Force Majeure event and its consequential impact. For clarification, the lead-times for delivering or performing any Supplies shall be automatically extended by the period of time as reasonably necessary for said party to overcome the consequences of such event.

Upon the occurrence or likely occurrence of a Force Majeure event, the affected party shall:

- (i) Notify the other party within a reasonable time after it becomes aware of the occurrence of the Force Majeure event (including details of the Force Majeure event which has occurred, the extent of non-performance or likely non-performance of the affected party's obligation, and the date of commencement and the expected duration of the Force Majeure event if known).
- (ii) Use all reasonable endeavors and employ all reasonable means to remedy or abate the Force Majeure event.
- (iii) Notify the other party as soon as possible after the cessation or abatement of the Force Majeure event.
- (iv) Resume performance of its obligations under the related Contract without delay after the end of the Force Majeure event or after the Force Majeure event has abated to an extent which permits resumption of such performance.
- (v) Use all reasonable efforts and means to remedy or terminate the Force Majeure event.

If the Force Majeure prevents the Customer to fulfill its obligations, the Customer shall indemnify PGA of the costs resulting from the protection, storage, and insurance of the Supplies that cannot be delivered to the Customer.

Should the Force Majeure event continue beyond a duration to the extent that any given project related to the Contract would no longer be feasible, such duration in no event to be less than six (6) months, either party shall be entitled to terminate the existing Contract by sending the other party a registered letter with acknowledgement of receipt giving a three (3) month written notice.

#### **ARTICLE 9. UNCONTROLLABLE EVENTS**

The parties hereby also recognize the possible occurrence of Uncontrollable Events as defined below that are not addressed in ARTICLE 8 above on Force Majeure events.

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The impossibility of producing or having available the Parts necessary for the production by PGA of the Supplies under conditions acceptable to the latter, in particular due to any shortage, disruption in the availability of any Parts or an abnormal increase in the cost of any Parts, shall be considered to be beyond the control of PGA and shall constitute an uncontrollable event (the "Uncontrollable Event").

An Uncontrollable Event shall also be deemed occurred If, after the date of signature of a Contract, any law, regulation, ordinance, ban, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities), subsequently affects the costs and expenses of PGA and/or the project schedule as stated in the Contract.

PGA shall notify the Customer within a reasonable time after it becomes aware of any such Uncontrollable Event.

In such case, PGA commits on acting in a good faith and will in handling management of an Uncontrollable Event and will inform the Customer on the consequences of such Uncontrollable Event on delivery conditions, including but not limited to new Prices, revised delivery schedule and/or change in specifications of the Products to deliver.

The parties shall meet at the earliest but not later than within thirty (30) days from PGA's notification of the Uncontrollable Event to work out in good faith and agree on the conditions of a new Contract or of an amendment to the existing Contract taking into account the impact of said Uncontrollable Event.

In case a new Contract or amendment to the existing Contract has not been agreed within sixty (60) days from PGA's notification of the Uncontrollable Event, then PGA shall be entitled to terminate the Contract by sending to the Customer a registered letter with acknowledgment of receipt with a three (3) month prior written notice.

## **ARTICLE 10. DELIVERY**

Products shall be delivered to the Customer on an "Ex Works" (EXW) basis for Customers located in France and on a "Free Carrier" (FCA) basis for Customers located outside France, PGA's premises in Montierchaume, France (Incoterms® 2020).

The delivery time for Supplies is indicated in our acknowledgement of receipt of the Order. It is computed from the acceptance of the Order by PGA without any reservation, or as the case may be, from the agreement between PGA and Customer on the terms of the Contract, provided that all conditions set forth by the parties are met, in particular and without limitation with regards to down payment, agreement on specific technical conditions or any authorization by a third party.

PGA will use commercially reasonable efforts to comply with the delivery schedule indicated in its acknowledgement of receipt of Order.

THIS DELIVERY SCHEDULE IS GIVEN ONLY FOR INFORMATION AND GUIDANCE. PGA SHALL NOT BE HELD LIABLE FOR ANY DELAY, INCLUDING IN CASE OF FORCE MAJEURE OR UNCONTROLLABLE EVENT, AND DELAYS IN DELIVERY MAY NEITHER GIVE RISE TO ANY PENALTY, INDEMNITY, OR DAMAGES, NOR JUSTIFY ANY TOTAL OR PARTIAL CANCELLATION OR TERMINATION OF THE ORDER OR CONTRACT.

Notwithstanding the above, if there is a delay extending beyond ninety (90) days, during which PGA is unable to confirm an information on a tentative delivery date, and if this delay is not attributed to a Force Majeure event, an Uncontrollable Event, the fault or delay of the Customer or its Client, or any third party, the termination of the Contract may be requested by the Customer by registered letter with acknowledgement of receipt. In this case, the parties will meet to define the conditions applicable to such termination in the event of PGA's written agreement to such a termination request.

PGA may make any partial or early delivery that it deems useful, provided that the Customer is informed of such delivery.

The Customer shall inform PGA in due time of any event likely to negatively impact the proper performance of the Contract. If the Customer has not fulfilled its obligations in due time (in particular with regards to late payment, failure to provide information, validate milestones or Documentation, or access to materials or equipment), PGA's delivery time shall be automatically extended by a period at least equal to the Customer's delay, it being specified that the Customer shall remain solely liable for all the consequences of such delay.

Any request by the Customer to postpone a delivery shall be subject to the prior approval by PGA. In case of acceptance by PGA, this postponement may not exceed sixty (60) days counted from the original confirmed delivery date and shall remain within the same calendar year.

**ARTICLE 11. TRANSFER OF RISK OF LOSS AND DAMAGE**

The transfer of risk of loss of or damage to the Supplies shall occur to the Customer at the time of delivery in accordance with applicable Incoterms.

**ARTICLE 12. TRANSFER OF TITLE**

PGA retains title rights of the Supplies, until full payment of the price is made by the Customer, regardless of the delivery date, of the Supplies as well as of all other sums which are, or which become due to PGA from the Customer on any account.

Therefore, PGA is allowed to repossess the said Supplies regardless of who holds them and even if they have been resold, consumed, processed, combined or mixed with other goods. Consequently, the Customer shall adequately store the Supplies (at no cost to PGA) separately from all other goods in such a way that they remain readily identifiable as PGA's property and accessible to PGA for any required repossession or inspection. The Customer shall insure the Supplies by an ad-hoc insurance until complete transfer of title is possible, and proof of that insurance shall be given to PGA upon request. Should the Customer not be in a capacity to prove the required insurance, PGA has the right to delay delivery until such proof is presented.

On termination of the Contract, however caused, PGA's rights contained in this ARTICLE 12 shall remain in full effect.

**ARTICLE 13. ACCEPTANCE OF SUPPLIES**

Every Supply is examined before its delivery by PGA. Upon delivery, the Customer shall verify the conformity of the Supplies in reference, quantity, quality, and compliance with the Contract. In case of damage to the delivered Supplies or in case of missing goods, it is the Customer's responsibility to make all necessary reservations to the carrier within a three (3) day period from the date of delivery of the Supplies, and to inform PGA of such reservations. The claim of the Customer shall be deemed received by PGA only if PGA acknowledges its receipt in writing. The Customer shall indicate in its claim the reference of the delivery note and Order.

The delivery of a lower quantity of the Supplies to accommodate specific requirements or a partial delivery is authorized and does not constitute a non-compliance with the delivery requirements as set forth in the Contract. In such instances, the corresponding invoice issued by PGA will be in line with the quantity delivered to the Customer.

In the event of delivery of a quantity of Supplies in excess of that ordered, the Customer shall return the excess Supplies to PGA under conditions to be mutually agreed upon.

The Customer shall furnish any and all justification about the reality of the noticed non-compliance. In case of apparent defects attributable exclusively to PGA, the defective parts shall be – at the option of PGA – repaired or replaced, subject to verification and confirmation by PGA of the alleged defects. However, PGA shall have the right to make any observation, or verification on site, or designate a third party to make such verification.

If no reservations are expressly made in writing within the abovementioned timeframe in first paragraph here above, the Supplies shall be deemed to be in conformity and accepted without reservation by the Customer, and no further claim may be made in relation to these Supplies without prejudice to Customer's rights under ARTICLE 15 and ARTICLE 16 below on Warranty.

The technical characteristics of the Products shall be as specified by PGA in the Contract. Subject to compliance with PGA's commitments under the Contract, PGA shall have the right to make any modification to these technical characteristics without prior information of the Customer, and no subsequent evolution or modification of these characteristics may give the right to the Customer to request a modification of all or part of the sold Supplies, as far as the quality and use of the Products remain equivalent.

**ARTICLE 14. RETURN OF SUPPLIES**

No Supplies can be return without prior written consent of PGA. According to the agreement on the return, the shipment modalities shall be specified to the Customer. The risks and costs of the return are at the Customer's own expenses.

Returns accepted by PGA shall give rise to a free replacement in the same quantities of the Supply identified as non-compliant with the Order by PGA, subject to availability of the Supply, or to a repair of the Supplies, at the option of PGA, excluding any indemnity or liquidated damages and after checkout by PGA of the returned Supplies.

Should the Customer use the non-compliant Supplies of the Order, such use by the Customer of the non-compliant Supplies implies a de facto waiver of its right under this ARTICLE 14.



Furthermore, the Customer cannot return or contest a delivery if the Supplies delivered conform to the Contract. For clarification, if a request to modify the definition of a Supply is under discussion between PGA and the Customer, this does not give the Customer the right to refuse delivery of said Supply in its original definition until a mutual agreement has been reached in writing between the parties that also covers the processing of the current Contract and deliveries relating to that Supply.

## ARTICLE 15. WARRANTY ON PRODUCTS

The Products manufactured by PGA and bearing a PGA's part number will at the date of delivery be free from defects in material and from defects in workmanship. They are delivered with a contractual warranty of twelve (12) months from the date of first delivery, covering the non-conformity of the Products from its general characteristics and with the Contract, under normal operating conditions and for reasons directly attributable to PGA. The warranty also covers any hidden or latent defects resulting from a defect in material or manufacturing affecting the delivered Products and rendering them unfit for use.

The Customer must notify PGA in writing of the existence of any non-conformities or latent or hidden defects within five (5) days from their discovery for PGA to consider it under a warranty claim. Such notification shall include documented evidence on the circumstances and nature of the defect.

THE WARRANTY FORMS AN INTEGRAL PART OF THE PRODUCT SOLD BY PGA WHICH MAY NOT BE SOLD OR RESOLD IF ALTERED, TRANSFORMED OR MODIFIED. THIS WARRANTY IS LIMITED, AT PGA'S OPTION, TO THE REPAIR, REPLACEMENT OR REFUND OF NON-CONFORMING OR DEFECTIVE PRODUCT, TO THE EXCLUSION OF ANY OTHER GOOD OR NON-DEFECTIVE PART OF THE PRODUCT OR ANY COST OR ACTIVITY RELATED TO THE REPLACEMENT OF THE PRODUCT, AND THIS WITHOUT THE CUSTOMER BEING ENTITLED TO CLAIM DAMAGES ON ANY GROUNDS. THE REPLACEMENT OF THE DEFECTIVE PRODUCT SHALL NOT GIVE RIGHTS TO ANY EXTENSION OF THE WARRANTY PERIOD MENTIONED HEREBEFORE.

This contractual warranty is excluded in any of the following cases:

- (i) Defect or incident assignable to the Customer or its representative due to incorrect installation resulting from the non-compliance with the procedures defined by PGA.
- (ii) Misuse, abuse, abnormal use, incorrect use, or non-compliance with any instructions of PGA, the original equipment manufacturer, airworthiness directive, service bulletin, or any other relevant documentation, negligence or lack of or incorrect maintenance or repair by the Customer or its representative.
- (iii) Operation outside the parameters or environment identified in PGA's Product Technical Form.
- (iv) Normal wear and tear of the Products or consumables parts, such as but not limited to elastomer, whenever all or part of the Product can be adversely affected by exposure to heat, sun, water, ozone, ultra-violet, corrosive agents or other elements which may lead to deterioration.
- (v) Alteration of leather or any other coating or finish.
- (vi) Force Majeure or other uncontrollable events.
- (vii) Any removal of the original equipment manufacturer trademark, name, part number or serial number on any Product.
- (viii) Modification, rework, or repair without prior PGA's written approval.
- (ix) Defaults assignable to the Customer or its representative due to incorrect or poor handling or storage conditions on its premises.
- (x) Foreign object damage (FOD).

The warranty for a repaired Product is twelve (12) months starting from the date of the repair by PGA. This warranty only applies to the repaired component and not on the whole Product.

UNDER THIS ARTICLE 15, FOR ANY PRODUCT UNDER WARRANTY, PGA SHALL IN NO EVENT BE LIABLE FOR ANY COSTS INCURRED BY THE CUSTOMER AND/OR THE CUSTOMER'S CUSTOMER, INCLUDING BUT NOT LIMITED TO TRANSPORTATION, LABOR COSTS FOR REMOVAL, REINSTALLATION, DOCUMENT PROCESSING, CUSTOMS DUTIES, ADDITIONAL FLIGHT COSTS, AS WELL AS ANY LOSS OF PROFIT, LOSS OF OPPORTUNITY OR LOSS OF CONTRACTS, LOSS OF REVENUE, LOSS OF CUSTOMERS, DAMAGE TO REPUTATION OR PUBLIC IMAGE OR COSTS OF PURCHASING AND/OR UPGRADING SUBSTITUTE OR REPLACEMENT PRODUCTS, WHETHER OR NOT SUCH LOSS OR DAMAGE HAS BEEN BROUGHT TO PGA'S ATTENTION.

THE WARRANTY MENTIONED IN THESE GTS IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FOR THE PURPOSE OF THIS CLAUSE, PGA SHALL INCLUDE ITSELF AND ITS SUPPLIERS AND SUBCONTRACTORS, ITS AFFILIATES, AND ANY OF THEIR RESPECTIVE INSURERS.

#### **ARTICLE 16. WARRANTY ON DOCUMENTATION**

SHOULD ANY TECHNICAL DATA PREPARED BY OR USED BY PGA AS PART OF THE DOCUMENTATION DUE TO THE CUSTOMER CONTAIN ANY NON-CONFORMITY, ERROR, DEFECT, OR MISSING DATA, THE SOLE AND EXCLUSIVE LIABILITY INCURRED BY PGA SHALL BE TO TAKE ALL REASONABLE AND APPROPRIATE MEASURES TO, AT ITS OPTION, CORRECT OR REPLACE SUCH DELIVERABLE, WITHOUT THE CUSTOMER BEING TITLED TO CLAIM DAMAGES ON ANY GROUNDS, OR TO JUSTIFY CANCELLATION OR TERMINATION OF THE ORDER OR CONTRACT IN WHOLE OR IN PART.

#### **ARTICLE 17. LIMITATION OF LIABILITY**

PGA and its administrators, directors, officers, employees, representatives, agents, advisors, suppliers, sub-contractors and insurers as well as any individuals, groups or organizations having an interest or concern in the success and outcomes of PGA and the conduct of its business and projects (altogether its "Stakeholders") shall only be responsible for the Supplies PGA delivers directly to the Customer as part of a Contract. No responsibility whatsoever can be called upon or assumed for prototypes, demonstration goods, non-qualified products, or products on loan.

THE TOTAL AND CUMULATIVE LIABILITY OF PGA ARISING OUT OF OR IN CONNECTION WITH THE ORDER, FOR ANY REASON, SHALL IN NO EVENT EXCEED THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT OF THE RELATED ORDER AND THIS SHALL CONSTITUTE THE SOLE REMEDY AGAINST PGA. PGA SHALL ONLY BE LIABLE FOR DIRECT DULY JUSTIFIED DAMAGES AND DIRECT COSTS RESULTING FROM A DOCUMENTED BREACH OF ITS OBLIGATIONS UNDER THE ORDER AND IN PROPORTION TO ITS DULY PROVEN LIABILITY. IN ADDITION, IN NO EVENT SHALL PGA BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES RESULTING FROM THE ORDER OR CONTRACT, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFIT, LOSS OF OPPORTUNITY OR LOSS OF CONTRACTS, LOSS OF REVENUE, LOSS OF CUSTOMERS, DAMAGE TO REPUTATION OR PUBLIC IMAGE OR COSTS OF PURCHASING AND/OR RETROFIT OF SUBSTITUTE OR REPLACEMENT PRODUCTS, WHETHER OR NOT SUCH LOSS OR DAMAGE WAS MADE KNOWN TO PGA.

THE INSURANCE POLICIES HELD BY THE CUSTOMER AND THIRD PARTIES ENGAGED IN A CONTRACTUAL RELATIONSHIP WITH THE CUSTOMER SHALL CONTAIN A WAIVER OF THEIR RIGHTS OF SUBROGATION AGAINST PGA AND/OR ITS STAKEHOLDERS BEYOND THE LIMITS AND EXCLUSIONS SET FORTH IN THESE GTS.

PGA and its Stakeholders are not and shall never be liable for:

- (i) Anything provided or made available by the Customer or by a third party imposed by the Customer or anything that PGA could not freely select in accordance with its selection and validation procedures, in particular with regards to any Part or material, documentation, information, specification, or equipment.
- (ii) Any direct or indirect consequences, for the Customer, its Client, or any third party of any malfunctions of what was provided or made available to PGA. The Customer shall be solely liable and shall indemnify and hold PGA harmless from any prejudice, costs and expenses borne by PGA as a result of what the Customer, or third parties the Customer has imposed or recommended, provided or made available to PGA.

However, nothing contained in this Article shall exclude or restrict any liability of PGA:

- (i) For death or personal injury resulting from its gross negligence.
- (ii) For fraud or fraudulent misrepresentation.

#### **ARTICLE 18. COMMERCIAL RELATIONSHIP**

The parties hereby agree that the subject matter of a Contract constitutes and is deemed to constitute commercial activities. If, at present or in the future, a party, in any jurisdiction, should assert or allow to be asserted on its behalf, or on behalf of any of its agencies, instrumentalities, properties, or assets, immunity based on state ownership or control of such party's assets or shares, or

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arising from an act of state or sovereignty, suit, legal action, execution, compensation, seizure, or any other judicial proceeding of any nature whatsoever, each party hereby expressly and irrevocably waives such immunity and undertakes not to assert it or allow it to be asserted on its behalf or on behalf of its agencies, establishments or instrumentalities. Explicitly and without limiting the foregoing, each party waives any right to claim immunity under the laws of its country or any similar law in any other jurisdiction worldwide. The waiver herein is deemed made and reiterated as if it were an express waiver in each instance of any claim made under these GTS or any Contract.

For clarification, the term "instrumentalities" as used here above shall include any tools, means, instruments, entities, technologies, processes, or organizations that contribute to the fulfillment or execution of the contractual obligations of the party.

#### **ARTICLE 19. RIGHT TO USE SOFTWARE AND DOCUMENTATION**

Software delivered by PGA, either embedded in Products or specifically designed for use in or with such Products, or stand-alone software is copyrighted and shall remain the sole and exclusive property of the Copyrights holder. PGA grants the Customer and its Client a perpetual, worldwide, non-exclusive license to use the software only in or with the Products delivered to the Customer. The Customer and its Client shall not copy, modify, or disassemble the software, or permit others to do so. The Customer and its Client shall not transfer the license granted hereby or possession of the software except as part of or with the Products, such transfer being subject to the restrictions contained herein. PGA may terminate this license upon written notice for violation of any of the terms of the foregoing license.

For the Documentation, PGA grants to the Customer a non-transferable, non-exclusive right to use it for the exclusive subject matter of the Contract, with no transfer of any Intellectual Property Rights whatsoever to the Customer, its Client, or any third party.

As PGA shall not be responsible for the integration of its Products in an aircraft or another platform, the Customer shall only use PGA's name on its technical documents, aircraft plan, drawings, and scheme in direct relationship with the subject matter of the Contract it relates and performs with PGA, and where necessary, understanding and accepting that:

- (i) Such use shall only be authorized for PGA's original Products, and
- (ii) No Intellectual Property Rights of any nature or extend is granted to the Customer, or its Client or any third party thru said use, and
- (iii) No confusion for any party whatsoever shall arise on the sole responsibility of the Customer in said installation, use and support which shall be fully compliant with the relevant Documentation supplied by or available at PGA.

#### **ARTICLE 20. CONFIDENTIALITY AND PROPERTY OF INFORMATION**

The information, in particular that contained in the Offer and in the Documentation, is disclosed to the Customer notwithstanding its confidential or proprietary nature (the "Proprietary Information"), which the Customer is hereby deemed to know and expressly accept.

As a general understanding, the "Proprietary Information" shall mean any information or data relating to the Products and Documentation, including, but not limited to software, interfaces, flowcharts, methods, methodologies, algorithms, record layouts, routines, reports, test results, certification data, other technical data, design concepts, processes, technologies, formulas, discoveries, inventions, copyrights, patents, memorandum, reports, correspondence, drawings, know-how, process, past or present customers, business partners, business plans, commercial and technical proposals, financial data, and other items of information which are proprietary and/or confidential by nature, including those of its parent, associates, affiliates or subsidiaries, directly relating or not to the Offer or Order, which is disclosed in writing, visually, orally or by any other means by PGA to the Customer, or through third parties acting for and on behalf of PGA, or that is otherwise obtained by the Customer from PGA, without the requirement of specific marking or other form of identification as "Confidential Information", "Exclusive Information", "Proprietary Information" or the like.

Upon receiving Proprietary Information from PGA, the Customer shall:

- (i) Ensure in an appropriate manner the confidentiality of the disclosed information, in order to prevent any disclosure to any third party.
- (ii) Take all appropriate measures to ensure that such Proprietary Information will be used only for the performance of the Contract.

PGA ELECTRONIC SA

- (iii) Disclose the Proprietary Information only to the Customer's staff members who have a real need to know it in consideration of the Purpose.
- (iv) Ensure that the Staff are fully informed that the Proprietary Information received from PGA must be treated in strict confidence.
- (v) Refrain from disclosing Proprietary Information owned by PGA, except in the event of an injunction from a public or judicial authority, on the express condition that disclosure is limited to the Proprietary Information that is strictly necessary.

This obligation shall apply to the Customer during the period of validity of the Contract and for a period of ten (10) years from its expiry. All information (including those contained in the Documentation, in reports, and in minutes of meeting) provided by PGA in the Offer or for or during the performance of the Contract shall remain the sole property of PGA, which shall grant to the Customer only a non-exclusive license to use it as specified in ARTICLE 19 above.

The Customer shall destroy or return the information to PGA upon written request.

#### **ARTICLE 21. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

All ideas, inventions, documents, data, software, programs, and/or materials of whatsoever kind, nature or extend developed and produced by PGA relating in any way to the subject matter of a Contract, however and whenever produced, will be or become the sole and exclusive property of PGA and PGA shall have all the intellectual and industrial rights of property associated therewith with no restrictions whatsoever.

PGA hereby warrants and represents that it owns, or has rights to use, all intellectual and industrial rights of property incorporated into the Supplies to be delivered as per Contract. PGA agrees that it will, at its own expense, (including but not limited to the payment of attorneys' fees, court costs and any bond or appeal from any adverse judgment), indemnify, defend and hold harmless the Customer against all claims, charges or lawsuits asserted or instituted by any third party against the Customer for alleged infringement of any Intellectual and industrial property rights owned by PGA to the extent caused by or relating to the use of Supplies manufactured by or for PGA for delivery to the Customer.

In the case of a Contract involving development work requested by the Customer, and/or for which the Customer has funded all or part of the associated costs, PGA shall maintain the sole ownership of the resultant development outcomes, including but not limited to concepts, designs, drawings, models, ideas, software, documentation, and any innovation and intangible assets (collectively referred to as the "Innovation").

This ownership extends to all intellectual and industrial property rights, copyrights, patents, and registrations relating thereto or registered thereon that are associated with the Innovation.

The Customer is not granted any right or license, whether implicit or explicit, over the outcomes of the development or any intellectual or industrial property rights.

Supplies delivered to the Customer, and intellectual and industrial property rights attached thereto, cannot not be disclosed or used without the prior written consent from PGA. The purchase of Supplies by the Customer does not confer any rights of reproduction, in whole or in part, of any Supplies, nor does it grant the Customer the right to exploit any associated industrial or intellectual property rights attached thereto.

Furthermore, the Customer shall not disassemble, "reverse-engineer", "reverse-compile", or analyze any materials or information disclosed by PGA for any purpose, including, but not limited to, attempting to ascertain or deduce their formulation, composition, or functionality.

#### **ARTICLE 22. OBSOLESCENCE MANAGEMENT**

The obsolescence management of components is ensured by PGA for a period of three (3) years from the first delivery of said Products. As of this date, PGA will present to the Customer, at its request, an obsolescence management plan. Costs related to the implementation of agreed solutions between PGA and the Customer shall be borne by the Customer.

#### **ARTICLE 23. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT**

According to the Waste Electrical and Electronic Equipment (WEEE) regulations in force in France, PGA expressly delegates to the Customer the management of the no-longer repairable, non-airworthy Products it has procured.

#### **ARTICLE 24. TERMINATION OF CONTRACT BY THE CUSTOMER**

In the event Customer's own project for which Supplies have been subject to the Contract is partially or completely canceled by Customer's Client due to reasons beyond Customer's control, the Customer may, at its discretion, terminate the related Contract, either partially or in full, by sending a registered letter with acknowledgement of receipt to PGA.

In such case, in view of the nature of our business and the lead times of the procurement of Parts or other elements necessary for the production by PGA of the Supplies, the Customer shall provide a minimum of six (6) month advance written notice before the agreed delivery date of the related Supplies. For clarification, the parties understand and agree that no termination whatsoever may be requested for delivery of Supplies scheduled under six (6) months from confirmed delivery dates. The Customer shall notify such termination in written form, by registered letter with acknowledgement of receipt, specifying the extent of the cancellation and providing supporting documentation evidencing that conditions of this ARTICLE 24 are fulfilled. Upon receiving the cancellation notice, PGA shall within a reasonable period of time discontinue all work on any undelivered Supplies affected by this cancellation. Each party shall be responsible for mitigating the technical and financial consequences of such a cancellation of Contract.

Within sixty (60) days of receiving the cancellation notice, PGA shall provide the Customer with a termination report (the "Termination Report") listing all work in progress, purchases, stocks, Services and other commitments related to the Supplies being cancelled, along with the associated recurring and non-recurring expenses (altogether the "Costs and Expenses") incurred by PGA at the time of termination. Said Termination Report shall take into account the original scope of work and conditions which the Offer made by PGA has been based on, including but not limited to the total number and nature of Supplies and the project duration.

All completed Supplies at the time of recording the termination letter shall be valued and acquired by the Customer at their Price set out in the Contract.

The Customer shall within thirty (30) days make full payment of the Costs and Expenses. Any failure to make such payments within the stipulated time frame shall result in the application of interests, indemnities and other rights for PGA as per the terms outlined in ARTICLE 7 above.

PGA shall also be entitled to request the Customer to pay, within the lead time referred to in the preceding paragraph, a compensation amounting to a minimum of twenty-five percent (25%) of the revenues that should have been received by PGA under the initial assumptions used for the construction of the related Offer, without prejudice to any other claim that PGA may pursue against the Customer to cover the entire damages suffered.

#### **ARTICLE 25. EARLY TERMINATION**

In the event of a breach by the Customer of any of its obligations under the Contract, including but not limited to any non-payment or delay of whole or part of the payment of the Price of one of the Order, which is not remedied within thirty (30) days of the occurrence of such breach, PGA may terminate all or part of the Contract without prior notice by registered letter with acknowledgement of receipt, and take back the already delivered Supplies without prejudice to any subsequent claim for damages against the Customer.

Either party may also terminate a Contract with two (2) weeks' written notice to the other party, by sending a registered letter with acknowledgement of receipt, in any of the following circumstances:

- (i) If the other party breaches all or part of ARTICLE 19, ARTICLE 20, and/or ARTICLE 21 above.
- (ii) If either party, purchases, acquires, or otherwise obtains any interest in a direct competitor of the other party. For clarification, a direct competitor shall be understood as any third party in the aviation, aerospace, electronics, or avionics market selling equipment in competition with those designed and manufactured by the other party.
- (iii) If the other party engages in any intentional action or omission that causes adverse publicity about the party or weakens the public image or reputation of the party.
- (iv) If the other party is engaged into any bribery act, corruption, human-trafficking activity, or breach of any provision of ARTICLE 26 hereto.
- (v) If the other party is deemed insolvent subject to the relevant laws and regulations.

- (vi) If any creditor or debtor seizes or takes possession of all or any part of the assets of the other party, or if any seizure, execution, sequestration or other process is made or executed upon all or any part of the assets of the other party, and such seizure or process is not rescinded within seven (7) days thereafter.
- (vii) If the other party suspends or threatens to suspend payment of its debts or if it is, or is deemed for the purposes of any applicable law, unable to pay its debts as they become due or if it admits its inability to pay its debts as they become due or if it enters into negotiations with all or any class of its creditors with a view to the general readjustment or rescheduling of all or any class of its debts or if it proposes or enters into an assignment, composition or other arrangement for the benefit of its creditors generally or any class of its creditors.
- (viii) If a meeting is called for the purpose of considering a resolution relating to (or requesting) liquidation or administration of the other party, or if such a resolution is passed, or if a person makes a petition for the liquidation or administration of the other party, or if an order for the liquidation or administration of the other party is made, or if a notice of intention to appoint an administrator is filed with the court, or if any other step (including an application, proposal or convening of a meeting) is taken with a view to the reorganization, administration, liquidation or dissolution of the other party, or any other insolvency or moratorium proceedings involving the other party (including petition, proposal, or convening of a meeting) is taken with a view to reorganization, rehabilitation, administration, liquidation, or dissolution of the other party, or in case of any other insolvency or moratorium proceedings involving the other party, subject to the relevant laws and regulations.
- (ix) If the other party suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it.
- (x) If the other party ceases to trade.

A right of a party for any early termination as defined herein above will immediately give rise to the right for said party to terminate any other Contract (and to revoke any Order and Offer) or other agreement(s) entered into between the parties to the extent that there is a strong likelihood that the other Contract(s), Order(s), or contract(s) will be directly affected by the same cause which gave rise to the original cause for early termination of the Contract.

In the event of early termination, each party shall promptly return or, upon mutual agreement, destroy any documents, records, or information in accordance with the terms of ARTICLE 20 above or as stipulated in any applicable Non-Disclosure Agreement (NDA) in force between the parties.

In the event that early termination for one of the reasons set out in this ARTICLE 25 is attributable to the Customer, the provisions of ARTICLE 24 above shall apply ipso jure to all current Contracts.

## **ARTICLE 26. GOVERNANCE AND ETHICS**

The Customer undertakes to perform its activities under all circumstances by strictly complying with the laws, rules and regulations of all natures that are applicable in the country of PGA or in the country of domicile of the Customer relating to proper governance, ethics, anti-bribery and anti-corruption. Thereby, the Customer expressly undertakes to abide by and adhere without reservations to:

- (i) The rules established by PGA for the management of its business, as described in its "*Code of Business Conduct and Ethics*".
- (ii) the legal provisions against corruption in accordance with the OECD Anti-Bribery Convention of 1997 and the United Nations Convention against Corruption (UNCAC) of 2003, the French law "*Sapin II*", the United Kingdom "*Bribery Act 2010*" and the United States "*Foreign Corrupt Practices Act*" of 1977.

Therefore, the Customer shall at all times comply, and shall ensure that its Stakeholders and any other persons who perform services for or on its behalf in connection with any Contract comply with PGA's "*Code Of Business Conduct and Ethics*" in force.

By placing an Order to PGA, the Customer certifies that no direct or indirect payments have been or will be made to any public official, political party, candidate, or person associated with PGA, with the intention or effect of corruption. The Customer commits to report promptly any requests for bribes related to the Supplies. The Customer authorizes PGA to conduct audits, appointing external auditors, if necessary, to verify compliance.

The Customer will indemnify, defend and hold harmless PGA from any claim, loss, damage, liability, expense and cost of any nature arising from, or connected to the Customer's failure to comply with the provisions of this ARTICLE 26.

The breach of any of the provisions of this ARTICLE 26 or of any applicable anti-corruption or anti-bribery law shall be considered a material breach under the Contract or any other agreement between the Customer and PGA and, allows PGA, without prejudice to any other right, relief or remedy, to immediately terminate said Contract or agreement in accordance with the provisions of ARTICLE 25 above.

#### **ARTICLE 27. COMMITMENT TO ENVIRONMENTAL AND SOCIAL PRACTICES**

In line with our shared commitment to Environmental, Social, and Governance (ESG) principles, by issuing Orders to PGA or by entering into Contracts with PGA, the Customer confirms hereto that it adopts and implements practices consistent with PGA's *"ESG Policy and Charter"*. Hence, in addition to compliance with Governance practices as detailed in ARTICLE 26 above, the Customer undertakes to comply with all applicable laws and regulations on Environmental and Social matters applicable to its activities.

#### **ARTICLE 28. EXPORT CONTROL COMPLIANCE**

No provision of these GTS shall prevail or challenge any laws or regulations whatsoever relating to the export control or to a classification (the "Export Rules") applicable to the export of Supplies outside France.

The Customer represents and warrants that it is, and will remain, in full compliance with any and all applicable Export Rules, including all amendments to those Export Rules, governing the transfer, export, or re-export of Supplies.

Regardless of the duration of its other obligations under these GTS or a Contract, the Customer and its Stakeholders acting in connection with any Supplies to be delivered by PGA to the Customer shall thereby comply with all applicable Export Rules, including, but not limited to, the *"U.S. Arms Export Control Act and International Traffic in Arms Regulations"* (ITAR), 22 C.F.R. parts 120 – 130, the *"U.S. Export Administration Act and Export Administration Regulations"* (EAR), 15 C.F.R. parts 730 – 774, the *"Anti-Boycott Act of 2018, Part II of the Export Control Reform Act"* (ECRA) of 2018, and the antiboycott provisions set forth in Part 760 of the EAR and other applicable Anti-Boycott Regulations and Guidelines issued under the *"Export Administration Act"*, the *"US Internal Revenue Code"*, the regulations and orders administered by the *"U.S. Treasury Department's office of Foreign Assets Control"*, as well as any other applicable laws and regulations of France and of the country of incorporation of the Customer and of its Client related to the export control and foreign currency control.

The Customer further represents and warrants that it will not divert any Supplies to or through any country or region subject to comprehensive sanctions or trade embargoes as such sanctions and embargoes are amended from time to time, including but not limited to Cuba, Crimea, Iran, North Korea and Syria. The Customer shall be responsible for screening and conducting any necessary due diligence of its Clients and any other party to which it may sell, resell or deliver the Supplies. Additionally, the Customer shall apply for any governmental authorizations or licenses required for any contemplated sale or delivery of Supplies and shall not resell, retransfer, export or otherwise dispose of the Supplies unless and until all required governmental authorizations or licenses are obtained from the appropriate authorities. As requested, the Customer shall provide PGA with a non-transfer, end-user or end-use certificate or similar documentation duly filled in and signed. PGA shall not be liable to the Customer in the event any required authorizations or licenses are delayed, denied, revoked, restricted or not renewed.

Failure by the Customer to comply with any of the provisions set forth in this ARTICLE 28 shall constitute a material irremediable breach and an event of default which may result in immediate termination of the related Contract by PGA without prejudice to any other right, relief or remedy.

#### **ARTICLE 29. IMPORT LICENSES**

As may be requested by the law of the country in which the Supplies are being imported, the Customer shall obtain all necessary import licenses and execute other necessary formalities related to the import of the Supplies.

The Customer shall solely bear all the costs and conduct all administrative procedures necessary for obtaining said import licenses for the delivery in its country, or in the country of its Client, of the Supplies purchased from PGA.

#### **ARTICLE 30. PERSONAL DATA PROTECTION**

For the purposes of these GTS and any Contract, the expression "personal data" (hereinafter "Personal Data") has the meaning given to it by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

Each party undertakes to comply with the legal and regulatory provisions on the protection of Personal Data and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and any local regulations adopted in application of or in addition to the latter (hereinafter the "GDPR" or "General Data Protection Regulation").

The parties shall collect and process the Personal Data of the other party for the purposes of the negotiation and execution of the Contract. The parties are responsible for the processing of such Personal Data within the meaning of the applicable regulations and undertake to comply with the latter. Each party will process the Personal Data for the purposes of performing the Contract only, and for the duration necessary for the operations for which it was collected as well as in compliance with the GDPR. Each party implements appropriate measures to preserve the security and confidentiality of Personal Data and, in particular, to protect them against loss, accidental destruction, alteration and unauthorized access, to ensure the compliance of potential transfer outside European Union, to delete said data at the expiry of the retention period and to reply to any request from data subjects. Furthermore, each party undertakes to give notification to the other party in case of any security breach that may have consequences on the processing of these data.

### **ARTICLE 31. NOTIFICATIONS AND REQUESTS**

All notices and requests shall be in written form to PGA by registered letter with acknowledgement of receipt, at its registered address as set forth in ARTICLE 1 above and marked for the attention of the General Director. The date of service shall be deemed to be the business day following the date of transmission or delivery of such notice or request, as the case may be, as evidenced by the postmark.

### **ARTICLE 32. MISCELLANEOUS**

The Contract constitutes the entirety of the commitments of PGA and of the Customer with respect to its subject matter, it replaces and substitutes all prior negotiations, exchanges and agreements between them with respect to its subject matter.

The fact that PGA does not exercise a right, expressly or implicitly, in the event of a breach of any obligation by the Customer shall not be deemed to constitute a waiver of the remedies or rights to enforce the same clauses at a later date or in respect of any other breach.

Any assignment or transfer of any Order or Contract by the Customer requires the prior consent of PGA.

Any modification of PGA's GTS or any acceptance from PGA of a different term or condition whatever its nature shall only be taken into account by PGA after signature of a formal, written agreement.

The invalidity in whole or in part of any provisions of the GTS shall not void or affect the validity of any other provision.

PGA's consent shall in no case be tacit, but always express and in written form by a duly appointed representative of PGA.

### **ARTICLE 33. GOVERNING LAW**

The parties expressly agree that any issue relating to these GTS, as well as to the sales they apply to, or to a Contract or other agreement concluded between PGA and the Customer, shall be governed by the French law, excluding the application of 1980 "*United Nations Convention on Contracts for the International Sales of Goods*" and any conflict of law provisions.

The original version of the present General Terms of Sale is written in French. In the case where these GTS would be translated into one or more other languages, including in English, the French version shall be the only authoritative text in the event of a dispute or a need for interpretation or applicability.

### **ARTICLE 34. SETTLEMENT OF DISPUTES**

IN THE EVENT OF ANY DISPUTE, CLAIM, CONTROVERSY, OR DIFFERENCE ARISING OUT OF OR IN CONNECTION WITH A CONTRACT (THE "DISPUTE"), THE PARTIES SHALL FIRST ATTEMPT TO RESOLVE SUCH DISPUTE THROUGH NEGOTIATIONS. THUS, IN THE EVENT OF A DISPUTE, EACH PARTY IS ENTITLED TO NOTIFY THE OTHER PARTY, BY REGISTERED LETTER WITH ACKNOWLEDGMENT OF RECEIPT, ITS WILLING TO SETTLE AMICABLY THE DISPUTE. IF THE PARTIES FAIL TO ACHIEVE AN AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, ANY AND ALL DISPUTES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE CONTRACT (INCLUDING BUT NOT LIMITED TO A DISPUTE AS TO THE BREACH, EXISTENCE, TERMINATION, OR VALIDITY OF A CONTRACT) SHALL BE SUBJECT TO ARBITRATION PROCEEDINGS EXCLUSIVELY SETTLED IN



ACCORDANCE WITH THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC). THE LANGUAGE OF THE ARBITRATION SHALL BE FRENCH. THE PLACE FOR ARBITRATION SHALL BE PARIS, FRANCE.

Notwithstanding the above, and in all circumstances, the parties retain the right to bring an action before the Commercial Court of Châteauroux, France, on the basis of articles 145, 872 and 873 of the French Code of Civil Procedure. The language for such action shall be French, and any document needed shall be in French.