

1 ORDER AND ORDER ACCEPTANCE:

- A. These “Terms and Conditions” are applicable to all purchase orders placed by Airbus Helicopters Inc (hereinafter referred to as “*Buyer*”) for goods and services (hereinafter referred to as “*goods*”) with a supplier, service provider or subcontractor (hereinafter referred to as “*Seller*”). Buyer and Seller are referred together as the “Parties” and individually as a “Party”. Buyer’s placement of this order with Seller is expressly conditioned upon Seller’s acceptance of all the terms and conditions of purchase contained on or attached to this order.
- B. Any additional or different terms or conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by Buyer, and no such additional or different terms or conditions in any printed form of Seller shall become part of this contract despite Buyer’s acceptance of goods, unless such acceptance specifically recognizes and assents to their inclusions.
- C. Any objection by Seller to the terms and conditions hereof shall be ineffective unless Buyer is advised in writing thereof within ten calendar (10) days of the date of this order.
- D. The order shall be deemed to be accepted without reservation by the Seller after ten (10) calendar days, unless the Seller notifies the Buyer in writing of its refusal to accept the order. If the Seller starts work based on the order without having acknowledged its receipt, the Seller shall be deemed to have accepted the order without reservation. If the Seller expressly refuses the order, it shall be deemed withdrawn and the parties may negotiate new terms and conditions. The Buyer may withdraw from any negotiations at any time prior to acceptance of an order by the Seller and shall incur no liability whatsoever.

2 IDENTIFICATION: All invoices, packages, shipping notices, instruction manuals and other written documents affecting this order shall contain the applicable order number. An invoice shall only refer to one specific purchase order indicating the purchase order number, the item numbers in the purchase order, the numbers and dates of relevant delivery notes, the names and addresses of the Parties, the place of destination and the goods description, as follows :

- the name of by which each product is known
- the grade or quality of the product
- the marks, numbers, or symbols under which the product is sold, i.e. a part number
- the marks, numbers, or symbols of the packages in which the products are packed
- the quantities and unit of measure for the product
- the purchase price in the monetary unit of purchase

Packing lists shall be enclosed in each box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.

3 SHIPPING INSTRUCTIONS: All goods are to be shipped FCA (Free Carrier) in accordance with ICC Incoterms 2020 to Buyer’s address as set forth on the purchase order, unless otherwise agreed in writing by both parties.

4 SPECIAL CHARGES: Seller shall be responsible for the payment of all charges for handling, packaging, wrapping, bags, containers and related matters unless Buyer has assumed an express obligation therefore by notation on the purchase order.

- 5 **DELIVERY**: Time is of the essence, and this order may be terminated if delivery is not made or services are not performed by the date specified. No change in the scheduled delivery date or performance will be permitted without Buyer's prior written consent. No acceptance of goods after the scheduled delivery date will waive Buyer's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.
- 6 **DELAY IN PERFORMANCE OF OBLIGATIONS** : Seller hereby undertakes to inform Buyer in writing without undue delay of any foreseeable or noted delay in performance of its obligations. The Seller shall use its utmost endeavors to mitigate such delay and shall advise Buyer of corrective measures undertaken.
Except in case of force majeure, any delay including delivery under warranty will entitle Buyer to apply liquidated damages for late delivery after a grace period of fourteen (14) calendar days after the due delivery date in the amount of 1.5 % per working day of the delayed goods price up to a maximum of 12% of the total value of the purchase order.
Buyer shall be entitled to invoice the above liquidated damages for delay or may deduct any such liquidated damages from its payment obligations.
Furthermore, Buyer hereby reserves its rights at law, such as the right to terminate the purchase order and/or to claim in the event the amount of damage exceeds the total amount of the above maximum liquidated damages for delay, the full amount of such excess damage in respect of all losses, expenses, costs, claims and other damages incurred by Buyer arising from the delay.
- 7 **PAYMENT**: Subject to acceptance of the goods, payment shall be made to the Seller nominated bank account, unless another account is temporarily admitted by the Buyer in case the Seller is under an acquisition process. Buyer will release automated invoice payments through ACH (Automated Clearing House)
- 8 **ASSIGNMENT**: Seller shall not assign this contract or the right to payment due hereunder, without Buyer's prior written consent.
- 9 **LIENS, CLAIMS AND ENCUMBRANCES**: Seller warrants and represents that Seller has good and marketable title to the goods and that the goods will, when delivered hereunder, be free and clear of all liens, claims, security interests, charges or encumbrances of every kind.
- 10 **INSPECTION AND QUALITY CONTROL**:
- A. All goods furnished under this order shall be subject to inspection and tests by Buyer, or representatives of any third party purchasing Buyer's product in which the goods will be used ("User's Representative"). To the extent practicable, inspection may be made at all times and places, including the period of manufacture and in any event prior to acceptance.
 - B. In case any goods are defective in material or workmanship or otherwise not in conformity with the requirements or specifications of this order, Buyer shall have the right either to reject such goods (with or without instructions as to their disposition), require their correction, or accept the goods and designate a reduced price which is equitable under the circumstances. Any goods which have been rejected or required to be corrected shall be removed or, if

permitted or required by Buyer, corrected in place by and at the expense of the Seller promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Seller fails promptly to remove such goods which are required to be removed or promptly to replace or correct such goods, Buyer may, by contract or otherwise, replace or correct such goods and charge to the Seller the cost occasioned Buyer thereby, or Buyer may terminate this order for default as provided in Paragraph “DEFAULT” hereof.

- C. If inspections or tests are made by Buyer or user’s representative on the premises of Seller or Seller’s supplier or sub-contractor, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of such inspectors in the performance of their duties. If inspection or test is made at a point other than the premises of Seller or Seller’s supplier or sub-contractor, it shall be at the expense of Buyer except as otherwise provided in this order. In case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. Buyer reserves the right to charge Seller any additional cost to inspect and test when goods are not ready at the time such inspection and test is requested by Buyer or when re- inspection or retest is necessitated by prior rejection.
- D. Inspection and acceptance or rejection of goods shall be made as promptly as practicable after delivery as may be specified herein, regardless of prior payment. Failure to inspect, accept or reject goods shall neither relieve Seller from responsibility for such goods as are not in accordance with the order requirements nor impose liability of Buyer therefore.
- E. Seller shall provide and maintain inspection and quality control systems acceptable to Buyer covering goods furnished hereunder. Records of all inspection work by both Buyer and Seller shall be kept intact and made available upon request to the other party during the performance of this order and for ten years following delivery of goods under this order.
- F. Without limiting the generality of this Paragraph “INSPECTION AND QUALITY CONTROL”, Seller agrees if a special production run is made, that the first goods produced under this order are subject to “first article acceptance” prior to further fabrication. If the first article of goods submitted fails to meet the inspection acceptance requirements, a new first article will be submitted for approval. This procedure shall be continued until an acceptance first article of goods has been approved. First article acceptance shall be based on the requirements of the drawings, specifications, and purchase documents, as applicable. Acceptance of the first article of goods shall not be considered acceptance of subsequent part production of goods. The submission of the first article of goods shall be accompanied by the physical data forwarded by the Seller, the tool number used to produce goods and, in the case of goods produced in molds, dies, etc. with more than one cavity, the Seller shall submit a first article from each cavity and identify the first article to indicate the cavity it represents.
- G. Seller shall provide Buyer appropriate material certifications both governmental and nongovernmental, as specified by Buyer.

11 **DEFAULT:** Buyer may, by written notice of default to Seller, cancel the whole or any part of this order or exercise its remedies in Paragraph “REMEDIES” hereof or any other remedy provided buyers of goods by law or in equity including any remedy under the Uniform Commercial Code in any of the following circumstances:

- A. If Seller fails to make delivery or performance of the goods within the time specified herein or

any extension thereof.

- B. If, in Buyer's good faith judgment, Seller fails to perform any of the other provisions of this order or fails to make progress in the manufacture of the goods or performance of the services the result of which failure is to jeopardize performance of this order in accordance with its terms and does not cure such failure within a period of ten days, or such longer period as Buyer may authorize in writing after receipt of notice from Buyer specifying such failure.
- C. Seller is in breach of any of the terms or conditions of this order;
- D. If Seller becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Seller any proceeding under any bankruptcy reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within 60 days; or
- E. If any change occurs in the condition or affairs (financial or otherwise) of Seller or of any person or entity that controls or is the majority owner of Seller, which Buyer determines, in its sole discretion, impairs Seller's ability to perform hereunder or increases Buyer's risk.

12 REMEDIES: In the event of a default by Seller hereunder, the remedies of Buyer shall be as follows:

- A. If Buyer cancels this order in whole or in part as provided in Paragraph "DEFAULT" Buyer may procure upon such terms and in such manner as Buyer may deem appropriate goods similar to those cancelled and Seller shall be liable to Buyer for any excess costs for such similar goods, provided that Seller shall continue the performance of this order to the extent not cancelled under the provisions of this order.
- B. Buyer shall be entitled to exercise all other rights and remedies provided by the Uniform Commercial Code and any other legal remedies available to it.
- C. The rights and remedies of Buyer provided in this Paragraph "REMEDIES" shall not be exclusive.
- D. The failure of the Buyer to insist upon strict performance or any of the terms of this order or to exercise any rights hereunder shall not be construed as a waiver of Buyer's rights hereunder.

13 WARRANTIES: Seller warrants that goods supplied and services performed under this order shall conform to specifications herein and are MERCHANTABLE and FIT FOR THE PARTICULAR PURPOSES for which such goods and services are ordinarily employed.

- A. Seller further warrants to the Buyer and to any third party ultimately using the goods, whether such third party is a customer of Buyer or not, that all goods delivered under this order will be free from defects in material and workmanship and will conform to applicable specifications, drawings, samples and descriptions. If Seller is responsible for design of goods, Seller warrants that all goods delivered under this order will be suitable for use by Buyer, including installation by Buyer in its ultimate products. Buyer's written approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty.
- B. Seller shall be liable for all losses, claims expenses and damages, including but not limited to incidental and consequential damages, both to Buyer and its customers incurred as a result of any defect in or breach of warranty concerning any goods covered by this order.
- C. The foregoing express warranties shall be in addition to any warranty customarily made by Seller of the goods and any implied warranties and shall be construed as conditions as well as warranties.

- D. Seller's warranty shall extend for a period of 36 months after the goods are delivered and accepted by Buyer and applied to its intended use. However, where Buyer incorporates any goods into a product of Buyer to be delivered to its customer, Seller's obligations under this Paragraph "WARRANTIES" shall be for the benefit of Buyer's customer and shall extend to two years after application of the goods to their intended use, whichever period expires first.
- E. The warranties, representations and covenants of Seller shall survive the delivery of goods or completion of the services provided and shall be fully enforceable thereafter. Seller's warranty hereunder is part of the consideration for this order, any payment by Buyer hereunder is conditional upon this warranty remaining in effect; and no modification or other change of this warranty shall be valid unless evidenced by Buyer's written change order.
- 14 **INFRINGEMENTS**: Seller warrants that Buyer's purchase, installation, and/or use of goods covered hereby will not result in any claim of infringement, or actual infringement or any patent, trademark, copyright, franchise, or other intellectual property right.
- 15 **INDEMNIFICATION**: Seller shall indemnify and hold Buyer harmless from and against all claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature, including without limitation court costs and reasonable attorney's fees, arising from or out of any breach or alleged breach of any of Seller's covenants, obligations, representations or warranties hereunder or from other acts or omissions of Seller, its officers, agents, employees, sub-contractors and guests, regardless of the reason therefore or the party who is asserting such claim against Buyer.
- 16 **SERVICE OR INSTALLATION OF WORK**: In the event this order requires the performance of work or installation of goods by Seller upon any property or project of Buyer, the following conditions shall also be applicable:
- A. Seller shall take precautions to protect all property and persons from damage or injury arising out of its work and shall comply with all fire, safety and other applicable regulations prescribed by any governmental agency and by Buyer and/or the owner of the project upon which work is being performed, and shall be responsible for the observance thereof by all sub-contractors, employees, agents and representatives of Seller and its sub-contractors. Seller shall also obtain at its own expense and provide Buyer with proof of insurance coverage satisfactory to Buyer for workman's compensation and damage, public liability, personal injury, employer's liability and other applicable insurance.
- B. Seller shall keep the premises and work free and clear of all mechanics' and materialmen's liens or claims. Seller shall promptly pay for all labor and material and if Seller fails to do so Buyer, without waiving any rights or remedies against Seller for or by reason of such failure may, but without obligation to do so, pay the same and deduct the amount of such payments from sums due Seller hereunder; and Buyer may withhold any payment to Seller until receiving such affidavits, waivers, and releases with respect to claims for labor and materials as Buyer may require.
- C. The work shall remain at Seller's risk prior to written acceptance by Buyer and/or the owner of the project and Seller shall replace at its own expense all work damaged or destroyed by any cause whatsoever.
- D. Seller shall observe and comply with the wages, hours and working conditions required of Buyer by any applicable labor agreement or local state or federal law.

- E. Seller shall perform its work in accordance with the schedules established by Buyer and shall fully cooperate with Buyer and others engaged in work on the project so that the work on the entire project may be performed with the utmost speed, consistent with good practices. In case of conflict, Buyer may direct the necessary coordination.
- F. Seller shall carry on its work so that the premises shall at all times be clean, orderly and free from debris and upon completion shall remove all equipment and unused materials from the project, clean up all refuse and debris and leave the site or work clean, orderly and in good condition.
- G. Seller shall require Seller's employees, agents, contractors or sub-contractors to abide by Buyer's Work and Safety rules when work or services are performed at Buyer's premises. Buyer has the right to exclude personnel from Buyer's premises who do not abide by such rules, and at Buyer's election, to declare a default under the order.
- H. Seller is solely liable for its employees, agents, contractors or sub-contractors and their action while on Buyer's premises and the Seller indemnities and will protect Buyer from all losses, claims, expenses, damages arising from or out of the presence of activity of Seller's employees while at Buyer's premises.
- I. Seller shall act as an independent contractor and not as the agent, employee or representative of Buyer. None of the benefits ordinarily provided by Buyer to its employees, including without limitation, compensation and unemployment insurance, shall be made available to Seller or its employees. In the performance of the work contemplated hereby, Seller, except as modified hereby, shall have the complete authority to control and direct the details of the work.

- 17 **INSURANCE** : The Seller shall conclude and maintain with insurers of recognized reputation and security adequate insurance policies to cover its liabilities under the purchase orders issued by Buyer. At a minimum, Seller shall maintain:
- A a Hangar keeper's Liability Insurance or Property on Care or Custody Insurance of no less than six million U.S. dollars (\$ 6,000,000), as far as applicable
 - B a General Third Party liability Insurance for an amount of no less than two million U.S. dollars (\$ 2,000,000) or any other amount agreed in writing by the Buyer
 - C a Product Liability Insurance of no less than twenty million U.S. dollars (\$ 20,000,000) per event and in aggregate per year, as far as applicable

The Seller shall provide certificates of such insurances upon request.

The Seller shall indemnify and hold Buyer 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 Buyer and its customers' property and personnel, arising out of product liability which is attributable to defective goods.

- 18 **EXPORT CONTROL** : The parties shall comply without diversion with the United States of America, the European Union and any applicable national export control, sanctions and embargoes laws and regulations (the "*Export Regulations*").
- The Buyer shall have the ability to use and to deliver the goods and the Buyer's customers to use, operate and/or maintain such goods as specified by the Buyer.

Prior to the purchase order signature date, the Seller shall identify the Export Regulations applicable to the goods (the “Export Control Classification”) and subsequently notify, during the purchase order duration, in writing using the form provided by the Buyer (the “electronic export control classification declaration” “eECCD”) as available on the Airbus portal for suppliers and update it in case of any change.

Whenever all or part of the goods are subject to Export Regulations, the Seller shall:

- a) apply for and obtain on time from the relevant export authorities, any relevant licenses or authorizations for the export, re-export, transfer, retransfer, delivery and use of the goods as specified by the Buyer (the “Export Authorization”) and, when necessary, implement any update on time, to ensure that the goods are delivered as required by the Buyer under this purchase order, and at no cost to the Buyer. The Seller shall not be held liable if an Export Authorization is not obtained due to force majeure;
- b) request the Buyer to complete an end user statement as required by the relevant authority or as provided by the Buyer;
- c) provide the Buyer, upon request, with any information, declarations and certifications required by the applicable Export Regulations, including those related to employees and subcontractors, if any, in the form set out in the “Compliance Declaration Template for Third Party Export Control Items Access Control” as available on the Airbus portal for suppliers, and/or to comply with the Buyer’s accreditation process for Export Regulations access control compliance to authorize access to any export controlled information, when required;
 - a) prior to submission to the competent export control authority and upon request, provide the Buyer with the Export Authorization application and any amendments;
 - b) as soon as possible and before the goods first delivery, provide the Buyer with a copy of any obtained Export Authorization, including all applicable provisos/conditions, and/or any correspondence issued by any export control authority that relate to the execution of the purchase order and/or to the obligations of the Buyer;
 - c) provide for each delivery of tangible and/or intangible goods, the applicable: Export Regulations, the Export Control Classification, and when applicable, the Export Authorization number, referenced in the shipping documents for the tangible, and directly in any documents/files for the intangible. If there is no marking, the Buyer will consider the goods not export control classified;
 - d) not give access to intangible and/or tangible export controlled goods to its subcontractor when provided by the Buyer without the Buyer’s prior written authorization;
 - e) be responsible for all applicable regulatory record keeping requirements;
 - f) in the case of military purchase, seek the Buyer’s review and approval of the provisions of the U.S. Technical Assistance Agreements (“TAA”) or Manufacturing License Agreement (“MLA”) prior to being submitted to the U.S. export authorities, should one (1) or more TAA or MLA be required for the fulfillment of the purchase order. The Seller shall also

provide the Buyer with a copy of the fully executed TAA or MLA and of the issued approval that includes all provisos that relate to the execution of the purchase order or the compliance obligations of the Parties. The Seller shall provide to the Buyer any specific non-disclosure agreement required by the Export Regulations through the TAA or MLA; and

- g) in the case of military purchase, declare any political contribution, commission and fees payments as referred under Part 130 of the U.S. International Traffic in Arms Regulations ("ITAR"). This declaration shall be made upon request from the Buyer through "Form F Airbus ITAR PART 130 Declaration for Vendor".

In the event of Seller's failure to comply with its obligations under this Paragraph "Export Control", the Seller shall, within a timeframe defined by the Buyer and according to the defined technical specifications, replace or modify the relevant impacted goods in compliance with the applicable Export Regulations.

The Seller represents that, at the date of signature of the purchase order, the Seller is not subject to any sanctions lists or located in a comprehensive embargoed country according to Export Regulations.

In the event that (i) the Seller becomes, directly or indirectly, subject to any sanctions or embargo lists according to Export Regulations and/or (ii) the performance of a party's obligations under this purchase order would constitute a breach of Export Regulation, the Buyer shall be entitled to:

- suspend performance of its obligations under the purchase order without prior notice and with immediate effect; and/or
 - terminate the purchase order with a prior written notice and with immediate effect in accordance with paragraph "DEFAULT";
- in each case, without any liability for the Buyer.

19 **CONFIDENTIALITY**: The following information shall hereinafter be referred to as "Confidential Information":

- the purchase order and any and all information relating to its content;
- any and all other information communicated by one Party to the other, or to which one Party could have access in connection with the negotiation or the performance of the purchase order, while on the other Party's premises or not, and/or any information which is:
 - intangible, visible or recorded form (including but not limited to equipment, materials, computer software, data, processes, specifications, drawings and other documents) and marked as "Proprietary" and/or "Confidential" or with some other similar marking or denomination; or
 - communicated orally and is said to be proprietary and/or confidential in its nature and which is thereafter converted into tangible, visible or recorded form; and
- Either Party's Intellectual Property Rights

Each Party undertakes to the other that it shall keep the Confidential Information secret and will use it exclusively for the purpose of the purchase order and shall not disclose any Confidential Information to any third party, without the other Party's written consent, except as permitted under this Article or

elsewhere in the purchase order.

Each Party may disclose Confidential Information only to its directors and employees and, in Buyer's case, to any of its consultants, customers and its affiliated companies, to the extent that such disclosure is limited to and necessary for the proper performance of the purchase order and provided always that before making any such disclosure the Party making the disclosure in each case procure that each of such third parties is bound by similar obligations of confidentiality.

The obligations herein relating to confidentiality shall remain in full force and effect for the duration of any purchase order and continue for a period of 20 years from the date of expiry or termination of the purchase order, or as long as one (1) helicopter to which the purchase order relates remains in service, whichever is longer.

Any mention by the Supplier of the corporate name or trademarks of Airbus Helicopters or Airbus Helicopters Inc in advertising material, references, credentials or other publications shall require prior written consent by the Buyer.

- 20 **ATTORNEY'S FEES** : In any suit or action brought to enforce any term, condition, or covenant herein, or to recover damages arising from any breach of this contract, the losing party shall pay to the prevailing party reasonable attorneys' fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals there from.
- 21 **APPLICABLE LAW AND SETTLEMENT OF DISPUTES** : This order and the rights and obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles governing conflicts of laws. Any controversy or claim, arising from, based upon, or relating to this order, may be brought in a court of competent jurisdiction located or sitting in Tarrant County, Texas.
- 22 **DATA PROTECTION** : The Parties confirm and agree that any personal data exchanged in connection with the order and for the purpose of the performance of the order has been collected and will be exchanged in compliance with the applicable personal data protection laws and regulations, as independent data Controllers ("Controller" meaning the organization determining the purposes and the means of the processing of personal data).
- 23 **COMPLIANCE** : Seller shall ensure its compliance and the compliance of all goods with all applicable laws and/or regulations as amended from time to time, including, but not limited to those in connection with:
- a) environment, health, security, safety, packaging and labeling;
 - b) the control, restriction, prohibition, recovery and/or elimination of inter alia, chemicals and/or hazardous substances and in each case, provide such information as the Buyer may require in connection therewith;
 - c) transport;
 - d) labor and employment.
- Seller shall ensure that the foregoing provisions are included in all contracts to be entered into with its subcontractors.

Seller shall report immediately to the Buyer any violation of applicable laws and regulations with respect to the execution and/or the performance of the purchase order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in performing the purchase order.

Should the Seller fail to comply with such laws and/or regulations, the Seller shall indemnify and hold harmless the Buyer from and against all consequences of such failure.

Seller is expected to develop, implement, and maintain effective methods and processes appropriate to their products to minimize the risk of counterfeit goods being delivered. Effective processes should be in place to detect, report and quarantine counterfeit goods and to prevent such parts from re-entering the supply chain.

If counterfeit goods are detected or suspected, suppliers should provide immediate notification to the recipients of such counterfeit goods. The Supplier is encouraged to join GIDEP for reporting and monitoring of counterfeit and other nonconformance alerts : www.GIDEP.org

24 **ANTI-CORRUPTION** : Seller, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of the purchase 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 purchase order.

Accordingly, in the performance of the purchase order, the Seller shall refrain from:

- a) 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 Seller or Buyer in obtaining business, retaining business or securing any improper advantage;
- b) 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);
- c) seeking, accepting, or paying for any confidential, non-public information regarding competitors, tenders and technical specifications, bids and bid prices.

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

Seller shall give notice immediately to the Buyer of any investigation or legal proceeding initiated against the Seller 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 purchase order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be

involved in the performance of the purchase order.

- 25 **SECURITY** : The Seller shall protect Buyer information, data and/or assets made available to the Seller in the context of this purchase order from loss, destruction, falsification, corruption, unauthorized access and unauthorized release.
- For this purpose and in accordance with relevant security laws and regulations, the Seller undertakes to:
- implement and maintain appropriate security policies, standards, procedures and processes according to a recognized qualification or certification (such as ISO or National Institute of Standards and Technology (NIST));
 - implement and maintain “state of the art” security measures and tools to protect its information systems;
 - isolate Buyer information from its own and other customers’ information;
 - grant its personnel access to Buyer information and systems on the basis of “least privilege” and “need to know” principles; and
 - ensure proper training of its own staff and make sure that the same level of security is cascaded to its own subcontractors and suppliers.
- The Seller shall ensure that the access to the Buyer’s system or the access to the systems on which Buyer information is accessed and/or processed, are controlled by appropriate methods and controls. The Seller shall use all care and means available, including any “state of the art” technology (e.g. hardening guidelines, malwares protection and/or intrusion detection), to prevent intrusion of malicious codes on all its systems, equipment, storage media and infrastructure (e.g. servers and/or email gateways).
- The Seller shall implement a comprehensive and approved security incident management process that includes detection and reaction on cases such as lost or stolen equipment, mistakes by users/personnel, access violations, malware/ransomware, hacking and email phishing. The Seller shall investigate and report to the Buyer any observed or suspected security weakness or any incident that may potentially affect the Buyer systems and/or Buyer information in regards to the purchase order. The Seller shall collaborate with the Buyer’s security department by providing necessary information in case of investigation related to a security incident.
- On request, the Seller shall nominate to the Buyer a point of contact in its organization (including back-up), that is responsible for routine collaboration and incident reporting.
- The Seller shall comply with additional security requirements as set out in the specific conditions, if any. If the Seller does not comply with its obligations under this Paragraph "Security", Buyer then reserves the right to terminate the order pursuant to Paragraph “Remedies”.

- 26 **AUDIT AND INSPECTION** : The Buyer shall have the right through its internal or external auditors or assessors, to audit on-site or remote during normal business hours, the means implemented by the Seller and/or its subcontractors in order to ensure compliance with laws and regulations regarding quality and manufacturing processes, anti-corruption, export control, data protection and sustainability. Seller and/or its subcontractors shall cooperate and provide full and immediate access

to the Buyer and its designated representatives to facilitate such audit.

The Buyer, the aviation authorities and the operator(s), as applicable, shall be entitled to inspect the goods at the Seller's facilities and the Seller shall grant access to the Buyer, the aviation authorities and the operator(s) to its facilities and ensure access to those facilities of its suppliers and subcontractors, if any, at reasonable times.

27 **RESPONSIBILITY AND SUSTAINABILITY**: Without prejudice to Paragraph "Compliance" and to Paragraph "Security", the Airbus Supplier Code of Conduct (available at <https://us.airbus.com/en/be-an-airbus-supplier>), which has either been already accepted by the Seller through the signature of the commitment letter included in the Airbus Supplier Code of Conduct, or - if not officially accepted by the Seller through the signature of the commitment letter so far - shall be deemed accepted by the Seller with acknowledgement of the purchase order, hereby applies to the purchase order. Seller hereby confirms that he had acknowledged and agreed with the Airbus Supplier Code of conduct or ensures that the Seller's own code of conduct and current sustainability practices towards its supply chain are consistent with the principles set out in the Airbus Supplier Code of Conduct.

The Seller shall comply with the sustainability requirements as set out in the specific conditions of the order, if any.

28 **INTENDED USE**: Unless otherwise stated, the goods ordered are to have an intended usage in the manufacture, construction, modification, maintenance, repair and/or servicing of the Buyer's products and facilities.

29 **EQUAL OPPORTUNITY**: The Seller and its subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a). The regulations at 41 CFR 60-1.4(a) prohibit discrimination on the bases of race, color, sex, sexual orientation, gender identity, religion, national origin or other legally protected status, and require affirmative action by covered Seller and its subcontractors to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, sex, sexual orientation, gender identity, religion, national origin, or other legally protected status. Furthermore, the Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information. The regulations at 41 CFR 60-300.5(a) prohibit discrimination against qualified protected veterans, and require affirmative action by covered Seller and its subcontractors to employ and advance in employment qualified protected veterans. The regulations at 41 CFR 60-741.5(a) prohibit discrimination against qualified individuals on the basis of disability, and require affirmative action by covered Seller and its subcontractors to employ and advance in employment qualified individuals with disabilities. EO 13496: The requirements at 29 CFR Part 471, Appendix A to Subpart A are also hereby incorporated by reference."



FORM

*AIRBUS HELICOPTERS INC –
TERMS AND CONDITIONS -
COMMERCIAL*

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- 30 **AFFIRMATIVE ACTION**: Seller acknowledges familiarity with Title VII of the Civil Rights Act of 1964 and Executive Order 11246, together with all applicable rules and regulations of the Equal Opportunity Commission and the Office of Federal Contract Compliance, and certify to be in compliance with such requirements as they pertain to Government contractors, subcontractors, and suppliers to contractors and subcontractors.
- 31 **AFFIRMATIVE ACTION FOR SPECIAL DISABLED VIETNAM VETERANS AND HANDICAPPED WORKERS**: Purchases of \$2,500.00 or more are subject to the provisions of the Rehabilitation Act of 1973, as amended, and in addition, purchases of \$10,000.00 or more are subject to provisions of Executive Order 11246, as amended by Executive Order 11375; and the Vietnam Era Veterans' Readjustment Act of 1974, as found in 37 U.S.C. 2012.
- 32 **SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS POLICY**: Buyer is committed to a balanced program for developing and maintaining action-oriented involvement to further the intent of Public Law 95-507. Wherever applicable, Buyer agrees to carry out the policy of utilization of small business concerns and small disadvantaged business concerns in accordance with FAR 52.219-8.
- 33 **PERFORMANCE OF WORK**: All goods and services will be performed using labor of legal resident(s) or legal alien(s) as determined by location of performance.

THE PURCHASE ORDER INCLUDING THESE TERMS AND CONDITIONS IS INTENDED BY THE BUYER AND SELLER TO BE A FINAL EXPRESSION OF THEIR AGREEMENT AND IS ALSO INTENDED TO BE A COMPLETE AND EXCLUSIVE STATEMENT COVERING THE TERMS OF THIS AGREEMENT. NO COURSE OF PRIOR DEALINGS BETWEEN THE BUYER AND SELLER AND NO USAGE OF THE TRADE SHALL BE RELEVANT TO SUPPLEMENT OR EXPLAIN ANY TERM USED IN THIS PURCHASE ORDER. ACCEPTANCE OR ACQUIESCENCE IN A COURSE OF PERFORMANCE RENDERED UNDER THIS PURCHASE ORDER SHALL NOT BE RELEVANT TO DETERMINE THE MEANING OF THIS PURCHASE ORDER EVEN THOUGH THE ACCEPTING OR ACQUIESCING PARTY HAS KNOWLEDGE OF THE NATURE OF THE PERFORMANCE AND OPPORTUNITY FOR OBJECTION.