

CONDITIONS OF PURCHASE of ArianeGroup GmbH

Issue January 2025

ARTICLE 1 – DEFINITIONS, SCOPE OF APPLICATION AND FORM

1.1 Definitions

ArianeGroup: ArianeGroup GmbH.

Background Rights: intellectual property rights created or acquired independently and/or prior to the date of the Order Form, subject to the rights of third parties.

Conditions: these Conditions of Purchase.

Customs Representative: customs representative as defined in Article 18 of the Union Customs Code.

Derogation: written authorization from ArianeGroup to use or deliver Works which depart from the requirements specified (technical specifications, technical conditions for executing the Order Form, etc.).

Export Regulations: all import and export control laws and regulations applicable to the Works.

Goods Entrusted: machinery, tooling, raw materials, components, equipment or any other asset or item of property made available to the Supplier by ArianeGroup or designed and/or manufactured by the Supplier for the requirements of the Order Form.

Industrial Equipment: any machinery, facility, apparatus or equipment serving for the study, manufacture, testing or inspection of products designed and manufactured by ArianeGroup.

Information: means information or data regardless of the subject matter, nature, supporting medium or transmission disclosed by ArianeGroup or obtained and/or developed by the Supplier directly or indirectly for the needs of the Works.

Importer: the legal entity designated as such on the customs declarations for import into the European Union, namely, in all circumstances and unless otherwise provided, the company ArianeGroup GmbH.

Official Services: the national supervisory entities.

Order Form: document issued by ArianeGroup and sent to the Supplier, including in particular the description of the Works ordered, the time periods, price and reference to the Special Conditions and to these Conditions of Purchase.

Party or Parties: collective or individual designation of ArianeGroup and the Supplier.

Requirements: any contractually stipulated or customarily expected quality of the Works provided by ArianeGroup to the Supplier for the provision of the Works and required for the customary use of the Works, in particular product specifications, as well as the compliance of the Works with the laws, regulations, directives, technical norms, standards and other requirements necessary for placing the Works on the market applicable at the time of the Order Form.

Result: means but is not limited to the results of works, Information, knowledge, inventions, know-how, software, sets of drawings, drawings, technical documents, models, mock-ups, prototypes, processes,

whatever the nature and/or medium, protectable or not by intellectual property right or title generated during the execution of the Works by the Supplier.

Specific Conditions: the specific conditions specified in the Order Form by ArianeGroup, of any nature whatsoever (technical, quality, commercial, administrative etc.).

Subcontractor: any firm, company, suppliers or persons to whom the Supplier shall subcontract the supply and/or performance of any part of the Works agreed between ArianeGroup and the Supplier.

Supplier: the company designated on the Order Form.

Works: all the services to be performed by the Supplier and/or the supplies to be delivered by the Supplier to ArianeGroup in accordance with the provisions of the Purchase Order, including, where applicable, on the Entrusted Goods.

Written: in addition to written form, also means text form, e.g. by fax, e-mail or electronic data exchange, unless written form within the meaning of § 126 BGB is expressly required.

1.2 Scope of Application and Form

1.2.1 The following Conditions of ArianeGroup shall exclusively apply to all contracts for Works ordered from the Supplier and purchase of its goods and services (hereinafter jointly referred to as "Deliveries").

1.2.2 Any deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract to the extent that ArianeGroup has expressly agreed to them in writing. This requirement of consent shall apply in any case, for example even if the Supplier refers to its terms and conditions in the Order Form confirmation and ArianeGroup does not expressly object to them. The unconditional acceptance of Works or payments does not constitute consent.

1.2.3 Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) and individual details in the Order Form shall take precedence over these Conditions.

1.2.4 Legally relevant declarations and notifications to be made by the Supplier to ArianeGroup after conclusion of the contract (e.g. setting of a deadline, reminder, cancellation) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

ARTICLE 2 - CONDITIONS FOR COMPLETION OF THE WORKS, SPECIAL CONDITIONS FOR CONTRACTS FOR WORK AND SERVICES

2.1 The Supplier is bound by an obligation to inform and provide ArianeGroup with reinforced advice and support.

2.2 The Works must be executed in accordance with the documents and data referenced in the Order Form and in accordance with current applicable regulations related to the work to be performed and the Deliveries and with applicable standards. The Supplier is responsible for checking and ensuring that it has all the appropriate elements it requires (documents, data, materials, tooling, etc.) before undertaking the Works entrusted to it.

The Supplier must also comply with ArianeGroup's environmental requirements as defined in the "**Requirements relating to the Protection of the Environment and Workers' Health**" published on its website <https://ariane.group/en/who-we-are/customers-and-partners/>, under "**Download our Supplier Requirements and Terms of Purchase**" as well as ArianeGroup's requirements for IT security as defined in the Order Form. On request, ArianeGroup will send the environmental requirements to the Supplier in printed form.

2.3 The assistance with which ArianeGroup may provide the Supplier for carrying out the Works or the inspections, which ArianeGroup reserves the right to conduct, in particular under article 6 (Access to the Supplier's Premises) of the Conditions, in no way releases the Supplier from its liability over the Works.

2.4 Special Conditions for Contracts for Work and Services

The Supplier shall provide the services or work independently and on its own responsibility. In the case of contracts for work, the supplier shall bear the responsibility for success. The Supplier is free to organise the provision of services, in particular the allocation of the times required for this and the choice of location. In individual cases, ArianeGroup and the Supplier may reach deviating agreements on place and time if this is exceptionally necessary within the framework of a project. Insofar as the fulfilment of the service or work contract requires the performance of services on the business premises of ArianeGroup, the Supplier shall comply with all operating, control and order regulations of ArianeGroup as well as the instructions of the security authorities. The Supplier shall oblige its personnel and/or its Subcontractors accordingly.

The Supplier shall deploy qualified and experienced employees who are capable of providing the services or works owed under the contract. ArianeGroup is entitled to demand the replacement of an employee for good cause. This applies in particular if there are doubts as to the necessary experience or qualifications, and if special safety requirements apply to the performance of the services or works which exclude the employee concerned from the performance or if compatibility with the safety requirements is only possible with disproportionate effort.

ARTICLE 3 - ACCEPTANCE OF ORDER FORMS

3.1 The Conditions apply to all orders placed by ArianeGroup to the extent that no conditions for departing therefrom have been or will be negotiated with the Supplier. Where conditions for derogation have been provided, these will be stated on the Order Form or in a separate written agreement signed by ArianeGroup and the Supplier.

3.2 In case of contradiction between the Conditions and the Specific Conditions, the latter shall prevail.

3.3 The Supplier may not commence any work pursuant to any Order Form(s) until the acknowledgement of receipt attached thereto has been signed by the Supplier and returned to the ArianeGroup correspondent designated on the Order Form, within a time period compatible with the delivery time provided in the Order Form and at the latest by ten (10) working days following receipt of the said Order Form. This acknowledgement of receipt is treated as amounting to acceptance of the Order Form. Should the Supplier not follow this procedure and start to carry out the Works, the Supplier shall be deemed to have accepted these Conditions and the Specific Conditions specified in the Order Form.

3.4 All changes made after the Order Form has been accepted are subject to a written change notice of each Party.

ARTICLE 4 - SUBCONTRACTING

4.1 In the case where the Supplier is contemplating contracting out a part of the Works, it undertakes to notify ArianeGroup in writing of the name and contact details of its Subcontractors and their conditions of payment, at the latest before the commencement of the Works and as far as requested by the customer of ArianeGroup. In justified cases ArianeGroup reserves the right to refuse or require a change to these subcontracting arrangements.

4.2 The Supplier remains solely and entirely liable towards ArianeGroup for all the Works, whether they are carried out by itself or by its suppliers and/or Subcontractors. In this regard, it has sole charge of conducting all the operations and sole representation of all the firms carrying out a part of the said Order Form.

4.3 The Supplier undertakes to extend, to ensure observance of and check compliance with the requirements of ArianeGroup by its own Subcontractors and suppliers. In case of subcontracting, the Subcontractor shall be treated as never having been bound to ArianeGroup under contract. The Supplier warrants ArianeGroup and

undertakes to hold it harmless against any action and/or claim made against it by any of the Supplier's suppliers or Subcontractors.

4.4 No companies may be employed in the context of this subcontracting unless they are recognised established companies in the field of defence, aeronautics and space and/or hold the necessary certifications.

ARTICLE 5 - INVOICING AND CONDITIONS OF PAYMENT

5.1 An invoice is raised in duplicate as soon as acceptance of the Works is declared, as defined in article 7 (Acceptance of the Work). The invoice must relate to one single Order Form only and must in particular state

- the number of the Order Form,
- the exact description of the Works,
- the currency,
- the account details, numbers and dates of the delivery notes concerned,
- the invoice and delivery date,
- the applicable VAT rate, and
- the names of the Parties and their VAT ID numbers and all the information required under Section 14 (4) in conjunction with Section 14a (5) of the German VAT Act. § Section 14a (5) of the Value Added Tax Act.

Invoices that do not contain the information required by this clause may be rejected by ArianeGroup.

5.2 Subject to acceptance of the Works by ArianeGroup, payments are made SEPA order in Euro for Suppliers registered in Germany. For Suppliers not registered in Germany, ArianeGroup has the right to pay in Euros.

5.3 Payment terms shall be defined in the Order Form as agreed between the Parties. If the end of the payment period falls on a Saturday, Sunday or public holiday, payment shall be made on the following working day.

5.4 ArianeGroup does not owe any interest on arrears. The statutory provisions apply to late payment.

5.5 ArianeGroup is entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In the event of a difference of opinion between ArianeGroup and the Supplier, ArianeGroup is entitled to withhold payment of disputed invoices until the difference of opinion has been resolved.

5.6 The Supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

ARTICLE 6 - ACCESS TO THE SUPPLIER'S PREMISES

Subject to the internal regulations of the Supplier and/or its Subcontractors and/or suppliers, the representatives of ArianeGroup and of the Official Services or the delegated officers shall have access with appropriate advance notice during working hours to the premises in which the Works are being carried out, whether on the Supplier's premises or on those of its Subcontractors and suppliers. This right of access is particularly granted to the representatives charged with monitoring performance of the Works, the audits, investigations or inspections necessary for the Supplier's qualification. Customers of ArianeGroup shall have access during working hours to the premises in which the Works are being carried out, subject to the agreement and/or presence of representatives from ArianeGroup.

ARTICLE 7 - ACCEPTANCE OF THE WORK

7.1 The Works are accepted by ArianeGroup as per the provisions on the Order Form. In no case may acceptance of the Works by ArianeGroup be interpreted as a waiver of or as impacting on the extent of the warranties or other commitments of the Supplier in respect of hereof or of any legal warranty.

7.2 The fictive acceptance according to Section 640 (2) sentence 1 of the German Civil Code (BGB) is hereby expressly excluded.

7.3 In case of rejection of the Works, the Supplier is bound to carry out all actions (replacements, repairs, etc.), at its expense, necessary to ensure compliance of the Works with the requirements on the Order Form within time periods compatible with the needs of ArianeGroup.

7.4 All non-compliant Works must be remedied by the Supplier at its cost and liability, within a maximum of ten (10) working days from the date on which it was advised of the non-compliance, failing which they will be returned to the Supplier at its expense, risk and liability. For this purpose and in accordance with the elements referred to below, the Supplier undertakes to send all the Information necessary for the re-export of the goods as soon as possible. The Supplier is bound to check if, and where this is the case, to inform ArianeGroup at the earliest opportunity, any Works already delivered might be affected by the same non-compliances.

7.5 Where all or part of the Works have been rejected by its departments and/or are non-compliant, ArianeGroup reserves the option of implementing the following measures in addition to the provisions of article 20.1 (Termination for cause) of these Conditions below, at its discretion:

- a) requiring the Supplier to replace the rejected Works within the time period stated,
- b) carrying out or having a third party carry out compliance work at the Supplier's cost, in the event that having been put on notice to carry out the compliance work, the Supplier has failed to take the necessary measures to carry such work out within the time period indicated,
- c) accepting the Works as they stand, in consideration for a discount on the price in particular.

ARTICLE 8 - TRANSFER OF OWNERSHIP (TITLE) AND RISK AND CUSTOMS CLEARANCE

8.1 The transfer of ownership shall take place upon acceptance. Alternatively, if acceptance is excluded due to the nature of the Works, or if the Parties mutually waive acceptance, in the case of purchase contracts it shall take place upon delivery, in the case of service contracts upon completion of the service and in the case of contracts for work upon completion of the work.

The transfer of ownership to ArianeGroup shall be unconditional and without regard to the payment of the price. If, in individual cases, ArianeGroup accepts an offer of transfer of title from the Supplier conditional upon payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the Works supplied. ArianeGroup is authorised to continue to use, process and deliver the Works as intended even before payment of the purchase price. In this case, ArianeGroup is authorised to resell the goods with advance assignment of the resulting claim. All other forms of retention of title are excluded, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

8.2 Unless stipulated otherwise on the Order Form, the Supplier is responsible for delivering the Works "Delivered Duty Paid" (DAP - Incoterms® 2020) to ArianeGroup's premises, at the location specified in the Order Form, unloading being at the Supplier's charge and liability.

8.3 In any event, regardless of the incoterm agreed between the Parties, and by way of derogation therefrom, ArianeGroup shall always act as the recipient / Importer of the Works.

8.4 Regardless of the incoterm agreed between the Parties, and by way of derogation therefrom, ArianeGroup's Customs Representative shall, in all circumstances, authorized to carry out customs clearance formalities. For this purpose, the Supplier shall contact the Customs Representative in accordance with the instructions set out in the Purchase Order and provide the Customs Representative with all the required documentation so that it can carry out customs clearance formalities. If the Supplier does not respect its commitments under this article, the duties, taxes, penalties for delay, penalties and other related fees paid by ArianeGroup shall be passed on or invoiced to the Supplier who undertakes to pay them within fifteen (15) days of the request for payment or the issue of the invoice.

8.5 Regardless of the cause, the Supplier is liable for any loss of or damage to the Works up to delivery, i.e. up to unloading of the Works as specified in article 8.2 of these Conditions above.

ARTICLE 9 - TRANSPORT AND DELIVERY

9.1 All Deliveries of the Work must be made to the place of delivery designated in the Order Form. On delivery, the Supplier undertakes to deliver the declaration or certificate of conformity pertaining to the Works and/or any other document specified in the Order Form, duly signed by the Supplier.

9.2 All Deliveries must be accompanied by a delivery note stating:

- a) the Order Form number,
- b) the address and telephone number of the correspondent specified in the Order Form,
- c) the item numbers, quantities, measurements or weights delivered,
- d) the value of the Works delivered,
- e) the nature and reference numbers of the Works, in accordance with the wording on the Order Form, including accompanying documents and materials. It is specified that the Supplier undertakes, under its responsibility, to provide all documents and Information relating to the Works in accordance with European and/or national customs regulations and sanctions (such as restrictive measures against a State, the EU Carbon Border Adjustment Mechanism, etc.). The Supplier guarantees the accuracy and completeness of the documents and Information transmitted. The Supplier shall be liable to ArianeGroup in case of communication of insufficient or erroneous documents and Information. In the event of a breach by the Supplier of its obligations, all resulting costs (including duties, taxes and penalty for delays, etc.) shall be borne exclusively by the Supplier. The Supplier undertakes to pay all amounts due under this article to ArianeGroup within fifteen (15) days of the request for payment or the issue of the invoice.

9.3 The Works must be shipped with sufficient packaging and protection to ensure they incur no damage during transport and storage. It is the Supplier's responsibility to ensure that the packaging conforms to current regulations and standards in force. The Supplier bears all the consequences of defective, inadequate or unsuitable protection, packing or marking of the Works that are the subject of the Order Form. It will in particular be required to replace Works lost or damaged, at its expense and liability and within the time periods stated by ArianeGroup.

No later than on delivery of the Works, the Supplier also undertakes to issue ArianeGroup with an instruction leaflet in the language(s) stated in the Order Form and to affix the conformity mark (CE) to the Works in question in a legible fashion. All dangerous goods must be carried in accordance with the applicable regulations.

All the documentation accompanying the Works must be accessible without damaging the packaging or the Works themselves.

9.4 Where the Works or products used in such Works have specific conditions of use or have a limited period of validity, the Supplier must specify in Work's accompanying documents, the date of manufacture and the remaining period of validity, before use, counted as from the delivery date and shall display on the part of the packaging which serves directly to contain, support or protect the product, in an appropriate and indestructible way:

- a) the provisions to be taken for their use (including storage and transportation) while guaranteeing preservation, and
- b) the use-by date, such that ArianeGroup has a validity before use residual period equivalent to at least 75% of the total period of validity as at the date of delivery.

ARTICLE 10 - LATE DELIVERY

10.1 Meeting delivery times is considered an essential clause of the Order Form.

The delivery time limits specified in the Order Form are mandatory. The Supplier must notify the ArianeGroup correspondent designated in the Order Form of any delays, and their causes, at the very earliest opportunity. The Supplier undertakes to use every resource to minimize these delays and inform its designated correspondent of the corrective measures it is implementing or intending to implement. Any late delivery will result in a contractual penalty in the amount of 0,2% of the amount of the delayed Works being applied, per

calendar day behind schedule, but not exceeding 5% of the Order Form value. If the corresponding reservation is not made when accepting the Works or subsequent fulfilment, the contractual penalty can nevertheless be claimed up to the final payment. ArianeGroup shall be at liberty to assert any further damages incurred; any contractual penalties shall be offset against any such claim for damages.

10.2 If the Supplier's delay becomes incompatible with ArianeGroup's program constraints, the latter reserves the right to:

- a) terminate all or part of the Order Form, at the Supplier's fault, and/or
- b) source its supplies totally or partially from any other supplier for the Works pertaining to the Order Form, at the Supplier's expense and risk.

The Supplier will grant ArianeGroup the intellectual property rights belonging to it, which are strictly necessary for sourcing the supplies for or completing the Works.

10.3 The Supplier accepts that after prior notification of the amount of any penalties due, ArianeGroup may deduct the amount thereof from the amount due to the Supplier as per the Order Form if, within a period of fifteen (15) days, the Supplier has not challenged in writing the reality of the grievance or has not already paid ArianeGroup the amount claimed.

10.4 Works rejected by ArianeGroup are deemed to be undelivered.

ARTICLE 11 - WARRANTY

11.1 Without prejudice to the application of legal warranties, the Supplier contractually warrants that the Works:

- a) comply with the Order Form, the Specific Conditions and the Requirements and are suitable for their intended use,
- b) are compliant with best industry practices,
- c) are free from any defects in design and any product defect.

11.2 The contractual warranty runs with effect from the date of acceptance of the Works for a period of thirty-six (36) months unless provided otherwise in the Order Form.

11.3 The contractual warranty consists either of repairing or replacing the defective Works at the Supplier's cost within the time periods agreed by the Parties and taking the program constraints of ArianeGroup into account; or of reimbursing ArianeGroup for the cost of the defective Works; and in both cases, of payment by the Supplier of the associated costs. After the Parties have consulted one another, the final choice of which solution to adopt shall rest with ArianeGroup.

If the Works comprise several sub-assemblies, the Supplier must correct all faults and damage that might be caused by such a defect or malfunction to other sub-assemblies of the said Works, at its expense.

11.4 Unless provided otherwise in the Order Form, replacements of or repairs to the Works pursuant to the warranties provided under this article must be completed with a maximum of forty-five (45) calendar days from the notice in written, electronical or text form from ArianeGroup of the defect or malfunction.

11.5 Implementation of the actions due under the contractual warranty may, as ArianeGroup shall choose, be carried out:

- a) in the premises of ArianeGroup by the Supplier and at the Supplier's liability, or
- b) by the Supplier after the defective Works have been returned to its premises, the transport costs at the Supplier's charge, or
- c) by the Supplier at the customer of ArianeGroup, or
- d) by ArianeGroup or by a third party, invoiced to the Supplier, in the case where the latter has not carried out the actions requested by ArianeGroup pursuant to the contractual warranty by the time the period allotted under article 11.4 of these Conditions has expired, or
- e) by any other solution which turns out to be the most appropriate.

ARTICLE 12 - QUALITY, SAFETY AND ENVIRONMENT

12.1 Requirements on “Quality Management Systems”

The Supplier must be able to provide evidence of the existence and application of a Quality Management System (hereinafter “QMS”) corresponding to the current standard ISO 9001, for as long as contractually or statutorily required.

In addition, for all products classified “FLIGHT or assimilated to FLIGHT” as defined by the Order Form, the Supplier’s QMS must meet the requirements of the following standard and obtain the corresponding certification:

- a) EN 9100 (AS 9100, JISQ 9100) “Requirements and Quality systems in design, development, production, installation and servicing”, or
- b) EN 9120 “Requirements for stockist distributors”.

12.2 Requirements on “Completion of the Works”

The Supplier must keep an up-to-date list of its suppliers and/or Subcontractors, whatever their ranking in the contractual chain, who perform and implement special processes as defined in the standard specified in paragraph 12.1 above. Prior to any implementation, the Supplier undertakes to notify ArianeGroup of:

- a) any change of definition,
- b) any significant development in the manufacturing or control process,
- c) development of any special processes,
- d) transfer of manufacturing to another site.

The Supplier must demonstrate and guarantee the same performances and the same level of quality of the Works.

12.3 Requirements on “Identification and Traceability”

Traceability is a requirement. The Supplier therefore undertakes to take all necessary measures to maintain, warrant, preserve and identify traceability of the Works at any level, for as long as contractually or statutorily required.

12.4 Requirement on “Conformity of the Works”

The Supplier must draw up and implement a procedure ensuring that the Works comply with the Requirements and other conditions specified in the Order Form. This procedure must also describe the means by which non-compliant Works may be identified and overcome. ArianeGroup must be informed in writing, in electronic or text form without delay of any non-compliance of the Works.

Without prejudice to the other provisions in these conditions of purchase, any non-compliance with the Requirements in the Works will entail reimbursement by the Supplier of a part of the administrative costs connected with ArianeGroup opening a file to deal with this non-compliance, in accordance with the following scale of charges:

- a) Non-conformity identified on delivery at ArianeGroup’s premises: € 500.00,
- b) Non-conformity identified at the assemble/incorporation phase at ArianeGroup’s premise: € 1,000.00,
- c) Non-conformity identified at the premises of ArianeGroup’s customer: € 7,200.00.

The Supplier accepts that ArianeGroup deducts this contribution from the amount due to the Supplier pursuant to the Order Form.

12.5 Requirements on “Safety and Environment Management System”

The Supplier must prove the existence and application of a safety management system (equivalent to OHSAS 18001) and an environmental management system (equivalent to ISO 14001).

12.6 In the event that any certification is suspended, withdrawn, not renewed or invalidated, the Supplier must inform ArianeGroup thereof in writing at the earliest opportunity and provide the necessary supporting evidence. ArianeGroup reserves the right to suspend the Works or cancel the Order Form by right, at no compensation for the Supplier.

ARTICLE 13 - REQUESTS FOR DEROGATIONS

13.1 It is an absolute condition that any request for a Derogation made by the Supplier in the course of manufacturing or developing the Works or at the point of acceptance (hereinafter referred to as "Derogation Request") is made in writing, at the very earliest opportunity, to the ArianeGroup personnel designated on the Order Form. This Derogation Request must include technical evidence to support the acceptability of the non-compliance with the Requirements as well as the measures implemented to avoid any new noncompliance.

13.2 To be binding on ArianeGroup, any Derogation Request covering all or part of the Works must be accepted by ArianeGroup in writing before any implementation. The Supplier will bear all the consequences ensuing from this Derogation. Furthermore, ArianeGroup is authorized to renegotiate the price of the Works that are the subject of the Derogation. The contractual delivery time for Works benefiting from a Derogation remains unchanged.

ARTICLE 14 - MODIFICATIONS

14.1 Modifications requested by ArianeGroup

The Supplier will implement all the changes requested by ArianeGroup in writing, electronical or text form. The Supplier shall submit an estimate for each modification to ArianeGroup. After the Parties have negotiated and if an agreement is reached, a change notice amending the Order Form in question must be drawn up in writing to validate the modification. Where applicable, ArianeGroup will clarify with the Supplier the model or rank from which the modification shall apply. Any developments such as updating of drawings, technical specifications and/or audits, improvements in manufactures, etc., are not treated as changes and do not give rise to any effect on the prices except if the Supplier can show that these developments upset the economic balance of the Order Form. In the latter case, the Parties undertake to negotiate a price change in good faith and, if agreement is reached, this entails a change notice to the Order Form in question. In case of urgency, the Supplier undertakes to apply the change or, as the case may be, the development on written request from ArianeGroup, without waiting for an estimate to be prepared or a change notice to the Order Form to be finalised.

Works involving changes which could not be carried out by the Supplier before delivery remain the Supplier's responsibility.

14.2 Modifications proposed by the Supplier

The changes proposed by the Supplier must be agreed by ArianeGroup in writing beforehand. These modifications are governed by the provisions of article 14.1 of these Conditions.

ARTICLE 15 - RISK MANAGEMENT

15.1 The Supplier is responsible for managing risks so it is able to control the technical, program, calendar and financial constraints inherent in the Works throughout the whole period of performance thereof. This risk management must also cover Subcontractors' activities. To this effect, the Supplier undertakes to give all necessary particulars to ArianeGroup at all times and at its initiative as well as at ArianeGroup's request. It shall inform ArianeGroup of any corrective actions and risk reductions put in place, in order to forestall the consequences of such risks.

15.2 The Supplier shall notify ArianeGroup in writing of any event occurring while the Works are being carried out, within forty-eight (48) hours of becoming aware thereof.

15.3 The Supplier undertakes to supply the parts and/or spares connected with the Works, for the period specified by ArianeGroup or failing which for as long as they are used by ArianeGroup or its customers, in the conditions below. The Supplier must alert ArianeGroup to any foreseeable developments relating to the Works as well as of any halt in manufacture, as soon as it is aware thereof and at the earliest opportunity. In this case, the Supplier undertakes to ensure continuity in supply of the product so long as this is materially possible and to propose an equivalent or replacement product.

If the Works include Industrial Equipment, the Supplier must be in a position to guarantee a supply of all spare parts, components and other elements necessary for the Works to be used for a minimum period of ten (10) years, from the date of the official acceptance report.

In the case of Order Forms for Works to be staggered over time, the Supplier undertakes to put a continuity contingency plan in place defining measures to be taken to ensure the activity for such Order Forms to be carried out in case any event occurs that might prevent completion thereof.

15.4 With appropriate advance notice, ArianeGroup or any person designated by ArianeGroup, including its customers or the official services, have the right to carry out audits (technical, regarding quality, etc.) in the premises of the Supplier or of its Subcontractors and/or suppliers. For this purpose, the Supplier undertakes to make available to or to the people designated by ArianeGroup, the Information and resources necessary to carry out this audit, at no additional cost; it being understood that the files pertaining to executing the Works and the production and logistics resources must be kept at the disposal of ArianeGroup. Before conducting any audit, the personnel in charge of the audit in question shall, where necessary, sign a personal confidentiality undertaking.

15.5 In the event of an audit carried out by the competent authorities against ArianeGroup in relation with the Supplier's Works, the Supplier undertakes to communicate, as soon as possible, any Information, document or material requested by ArianeGroup.

ARTICLE 16 - COMPETITIVENESS

The Supplier shall endeavour to reduce the costs and production cycle of the Works, without prejudice to the quality requirements. It shall also use its best efforts to improve the level of service rendered to ArianeGroup. The Supplier informs ArianeGroup of areas for improvement for a joint review and assessment of their impact on execution of the Works.

ARTICLE 17 - GOODS ENTRUSTED

17.1 Some Goods Entrusted may be supplied directly to the Supplier by ArianeGroup to carry out the Order Form. These Goods Entrusted shall then be treated as being loaned pursuant to Sec. 598 et seq. of the German Civil Code (BGB) and the full liability of the Supplier in the event of loss or damage of the Goods Entrusted will apply. These Goods Entrusted are identified, quantified and preserved in a store reserved for ArianeGroup and its customer.

17.2 With regard to the Order Form, Goods Entrusted may also be designed and/or manufactured by the Supplier, in accordance with current legislation in force. The total price shown on the Order Form includes payment for these Goods Entrusted which thereby become the property of ArianeGroup or of the customers of ArianeGroup. The Goods Entrusted are identified and marked as such in accordance with the conditions specified by ArianeGroup.

17.3 An inventory of the Goods Entrusted list shall be compiled by the Supplier. It shall be kept up to date and transmitted to ArianeGroup upon each change.

17.4 For the Goods Entrusted which it produces or has produced by others, the Supplier provides ArianeGroup with the specifications, design drawings and plans and, generally speaking, all particulars relevant to the design, manufacture, implementation and maintenance of the said Goods Entrusted. These documents must be stamped exclusively with the wording below or, failing that, with the wording specified in the Order Form: *"This document is the property of ArianeGroup. - ArianeGroup GmbH (date of publication); it may not be communicated to any third parties and/or reproduced without its prior written authorisation. Its contents may not be disclosed."* These documents must be delivered as soon as they are prepared or no later than on the Goods Entrusted being put into service. The Supplier must manage the documents to comply with changes in the Goods Entrusted and deliver all such updates to ArianeGroup.

17.5 The Supplier is the keeper of and is entirely liable for all the Goods Entrusted that are required to carry out the Order Form. In this capacity, it shall bear all costs arising from the following obligations, unless provided otherwise in the Order Form:

- a) keeping and maintaining the Goods Entrusted in perfect working condition and state of preservation as well as checking and/or calibrating them periodically according to their type and the standards and requirements which apply thereto,
- b) replacing any Goods Entrusted that are missing subsequent to their deterioration or loss,
- c) replacing the Goods Entrusted which present abnormal or excessive wear and tear,
- d) on expiry of the Order Form and once the warranty period has expired, returning them to ArianeGroup on first request within eight (8) days, in perfect working order.

17.6 The Goods Entrusted remain at the Supplier's disposal in its premises solely for the purpose of carrying out only those Works that are the subject of the Order Form placed by ArianeGroup. Any change of location of the Goods Entrusted and/or any use other than that specified in the Order Form shall be subject to the prior written consent of ArianeGroup. The Supplier undertakes to store the Goods Entrusted belonging to ArianeGroup or to its customers in specific premises and not to dispose of all or part thereof without the prior written agreement of ArianeGroup.

17.7 In the event the Supplier has a right of retention over the Goods Entrusted by operation of the law, it hereby expressly renounces this right of retention.

17.8 If modifications or adjustments are needed to be made to the Goods Entrusted by ArianeGroup for the Supplier to use them, these may only be done with the prior written authorisation of ArianeGroup who shall define the condition in which the Goods Entrusted thus modified are to be returned to it.

ARTICLE 18 - MANAGEMENT OF RAW MATERIALS AND PARTS AND EQUIPMENT

18.1 Raw materials, products, parts and equipment supplied to the Supplier by ArianeGroup or by ArianeGroup's customer.

The definition of Requirements for the Works entrusted to the Supplier is drawn up and kept up to date regularly by ArianeGroup. Reject rates shall be fixed and agreed jointly by ArianeGroup and the Supplier. However, the Supplier may be asked for evidence of consumptions in support thereof.

The Supplier must use the raw materials, parts and equipment supplied by ArianeGroup for carrying out the Works. The Supplier undertakes not to draw from its own stocks for any raw materials, parts and equipment necessary to carry out the Order Forms. However it may do so exceptionally with the prior written consent of ArianeGroup which, in this case, undertakes to replace or pay the Supplier at cost price for the raw materials, parts and equipment used, and the Supplier shall provide a written warranty that the items taken meet the conditions of the Order Form.

The Supplier is bound to inform ArianeGroup of all rejects as soon as these occur and to identify them physically.

- a) In the case where items are rejected as being faulty after delivery to the Supplier, the corresponding replacement is at the charge of ArianeGroup, being drawn either from the stocks it holds, or from those held at the Supplier's premises and in the latter case, with the agreement of ArianeGroup.
- b) In the event of rejects caused by the Supplier's negligence and not taken into account in the reject rate defined by the Parties, and unless authorised otherwise by ArianeGroup, the rejects must be kept by the Supplier pending a decision by ArianeGroup, in such conditions as to avoid any deterioration, confusion or substitution.

The Supplier shall bear the financial burden arising from replacing the rejected items, calculated on the basis of the cost of the procurements plus consignment costs and, as the case may be, plus the cost of any works and time already spent by ArianeGroup on the said procurements.

- c) In all cases, rejects returned to ArianeGroup shall be the subject of a special delivery note. Satisfactory parts and rejected parts must not be enclosed in the same consignment.

Where the Supplier loses raw materials, parts and equipment supplied by ArianeGroup or its customer, replacing the lost elements is at the Supplier's charge in the financial conditions specified at article 22A) (Damage to entrusted goods).

18.2 Raw materials, products, parts and equipment provided by the Supplier

The raw materials, parts and equipment supplied by the Supplier must meet the Requirements. The Supplier undertakes to provide ArianeGroup and customers of ArianeGroup with raw materials, parts and equipment that contain no products prohibited by law, in any form whatsoever. The Supplier undertakes to give ArianeGroup written confirmation, with a certificate from the relevant authorities if necessary, that the raw materials, parts and equipment contain no products prohibited by law, in any form whatsoever.

18.3 Avoidance of conflict minerals

The Supplier undertakes to:

- a) implement all the measures necessary, in establishing its supply chains, so as in particular the following materials and equipment:
 - tantalum,
 - tin,
 - tungsten,
 - gold,do not originate from a country within an area of conflict and high risk, and
- b) provide, when asked, Information on the said supply chains.

ARTICLE 19 - FORCE MAJEURE

Force Majeure:

"Force Majeure" ("*höhere Gewalt*") means the occurrence of an event or circumstance that prevents a Party from fulfilling one or more of its contractual obligations under the contract if and to the extent that the Party affected by the impediment proves that:

- (a) the obstacle is beyond its reasonable control; and
- (b) it was not reasonably foreseeable at the time of the conclusion of the contract; and
- (c) the effects of the impediment could not reasonably have been avoided by the affected party through reasonable foresight or reasonable precautions or overcome by the preparation of acceptable work-around plans.

In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil the conditions under paragraph 1 (a) and (b) of this clause:

Natural disasters (e.g. floods, storms, earthquakes or fires), war and other military conflicts, acts of terrorism, civil unrest, pandemics and measures taken by a government, its bodies or authorities or compliance with general decrees, ordinances or laws relating to the aforementioned circumstances.

19.1 Each Party putting forward an event of Force Majeure is under an obligation to inform the other Party thereof in writing without undue delay of its occurrence, describing the event relied on precisely, its foreseeable duration, and disclosing any element relating to this event allowing its impact on the performance of its contractual obligations to be fully assessed.

An event of Force Majeure suspends the performance of the obligations rendered impossible during the event.

19.2 In the event of a Force Majeure event, the Parties are obliged to take all reasonable measures to minimise the damage.

19.3 The Supplier may not rely on its own suppliers or Subcontractors delays except where such delays are themselves due to a case of Force Majeure pursuant to this clause.

19.4 Neither Party shall be liable for any compensation or penalty pursuant to this event; the contractual time periods shall be extended for a period corresponding to the period of the event of Force Majeure.

19.5 If the effects of the event of Force Majeure last for more than one (1) month, ArianeGroup may cancel the Order Form in accordance with article 20.2 (Termination without fault) of these Conditions, unless the Parties agree otherwise after consulting one another.

19.6 During the event of Force Majeure, ArianeGroup shall have the right to substitute itself for the Supplier, or to substitute a third party for the Supplier, and to freely make use of design work carried out, tools, procurements, manufactured parts or parts in the course of manufacture under the terms of the Order Form.

ARTICLE 20 - TERMINATION AND SETTLING THE ORDER FORM

20.1 Termination for cause

20.1.1 In the event of the inability or refusal on the part of the Supplier to perform all or part of the Order Form or of non-observance of any of the conditions of the Order Form, ArianeGroup may terminate all or part of the Order Form at the Supplier's fault, after formal notice which has had no result within fifteen (15) calendar days or any other period approved by the Parties in writing, without prejudice to any compensation and damages which may be claimed against the Supplier by ArianeGroup.

20.1.2 In case termination is made following the Supplier's default, ArianeGroup is entitled to substitute itself or a third party for the Supplier to complete all or part of the remaining Works at the Supplier's expense. The costs which result from placing an Order Form on a third party shall be borne entirely by the Supplier, including the costs for qualifying the substituted third party.

Where the Supplier is replaced in this way, the Supplier undertakes to grant to ArianeGroup and/or the substituted third party, all intellectual property rights held by it and any element necessary for the Works to be continued.

20.2 Termination without fault

20.2.1 In the absence of cause by the Supplier, ArianeGroup may terminate all or part of the contract in writing at any time subject to thirty (30) calendar days' prior notice.

20.2.2 In the event of such a termination and except as otherwise stipulated in the Order Form, ArianeGroup is under an obligation to pay the Supplier:

- a) the contractual value of the Works delivered and received, or in the process of being delivered at the date termination is notified,
- b) at a fair and reasonable price, the Works in process of manufacture and/or tooling serving for the manufacture, except those which the Supplier wishes to retain, by agreement with ArianeGroup.

In no case shall the Supplier be paid an amount exceeding the costs incurred for meeting contractual delivery schedules, nor an amount exceeding that which would have been due to it had the Order Form been completed in full.

20.3 Procedures for termination of the Order Form

Upon receipt of notification of termination, the Supplier halts all operations connected with the cancelled Order Form, both in its own workshops and those of its own suppliers and/or Subcontractors. The Supplier shall send ArianeGroup a report on the progress of the Order Form without delay, accompanied by all documents justifying the expenditure incurred by the Supplier, as at the date of termination and the amount of money already paid by ArianeGroup. The Supplier undertakes to return the Goods Entrusted by ArianeGroup or its customers and/or procured under the Order Form, to the premises of ArianeGroup.

ARTICLE 21 - CIVIL LIABILITY OF SUPPLIER

21.1 Subject to any provisions of Labour law and to the extent legally possible that might apply, the Supplier is liable for accidents that might occur to its agents and servants, those of ArianeGroup or any other person, connected to or arising from carrying out the Works, and shall bear all consequences thereof.

21.2 The Supplier is liable and shall bear all consequences of all losses and damage connected to or arising from performance of the Works, caused to existing structures or facilities and to property belonging to ArianeGroup or to third parties to the extent legally possible.

21.3 The Supplier is liable for accidents or damage that occur because of the Works by the action of its personnel (or of the equipment that may be provided by ArianeGroup), except for wilful misconduct or gross negligence by ArianeGroup personnel or defectiveness in the equipment directly attributable to ArianeGroup.

21.4 The Supplier is accountable for the waste it produces up until its complete disposal. The intervention of a third party does not reduce the Supplier's liability. The transport, storage and elimination of such waste and more generally all intermediary operations must comply with the regulations and standards in force, at the Supplier's cost, without further charge being billed to ArianeGroup. The Supplier must comply with the rules and regulations in force (both German and European) on products at the end of their life. The Supplier shall carry out the Order Form to comply with legislative and regulatory provisions and current regulations and standards in force insofar as concerns the environment. As such, it shall take all necessary measures to prevent any environmental accident or pollution. The Supplier shall be liable for any pollution which results from the performance of the Order Form.

21.5 The Supplier is solely liable for all the damage caused by its Works, products, sub-assemblies or manufactures and more generally, for all consequences for which it may be legally held responsible.

21.6 Insofar as not stipulated otherwise above, statutory liability applies incidentally.

ARTICLE 22 - INSURANCE

The Supplier is bound to take out insurance cover in particular against the following risks:

A) Damage to entrusted goods

a) *Damage to Goods Entrusted by ArianeGroup or by ArianeGroup's customer*

ArianeGroup relieves the Supplier of all liability over and above € 150,000.00 per claim for the Goods Entrusted by ArianeGroup, except in cases of malicious intent, gross negligence, inexcusable fault or wilful misconduct attributable to the Supplier. It is the responsibility of the Supplier to insure the Goods Entrusted for up to this amount (or for their actual value if this is lower than the above threshold). This insurance must cover the Goods Entrusted against all insurable risks or damage for their as-new value. However, if the Supplier has cover exceeding the above amount, it undertakes to advise ArianeGroup thereof and not to reduce its coverage.

On penalty of losing all rights under this paragraph, the Supplier undertakes to have appropriate means for the prevention, protection and fighting fire and explosions in its workshops adapted to its risks.

For all lifting or handling equipment, pallet trucks, self-propelling trolleys, forklift trucks etc., placed at the disposal of the Supplier by ArianeGroup and for any vehicle lent by ArianeGroup, the Supplier must first take out insurance covering its public liability, and second, shall remain liable for the damage caused to the equipment/vehicles according to the provisions under article 17 (Goods Entrusted) of the Conditions.

b) *Damage to goods entrusted by the Supplier*

The Supplier declares that he waives any claim above € 150,000.00 which he may be entitled to bring against ArianeGroup and its insurers following any incident that might affect the Goods Entrusted by the Supplier, regardless of the nature and origin of the damage. Furthermore the Supplier will ensure that his insurer will also waive any claim which the said insurance may be entitled to bring against ArianeGroup and its insurers following any incident that might affect the Goods Entrusted by the Supplier, regardless of the nature and origin of the damage.

B) Professional Public Liability for Work at ArianeGroup's premises

The Supplier shall provide evidence of having taken out and effectively paid the premiums of public liability insurance covering direct and indirect loss and damage caused to ArianeGroup due to the presence of the Supplier's agents and employees within ArianeGroup's premises. Such insurance shall provide for cover of at least € 1,000,000.00 per claim in the event of damage to property and other assets and consequential damage; above the said sum ArianeGroup's insurers will not exercise any recourse against the Supplier. Any malicious act, gross negligence or wilful misconduct shall deprive the Supplier of the benefit of the waiver described above. If the Supplier has cover in excess of € 1,000,000.00, it undertakes to advise ArianeGroup thereof and not to reduce its coverage.

The Supplier and its insurers declare that they waive any claim they might be entitled to make against ArianeGroup and its insurers pursuant to damage involving the latter's public/civil liability in conditions identical to those granted by ArianeGroup.

C) Public/Civil Liability and/or post-delivery Product Liability

The Supplier undertakes to guarantee its liability for all direct or consequential damage, property damage, non-pecuniary damage and personal injury caused by its Works, products, sub-assemblies or manufactures and more generally for all consequences for which it may be held legally responsible. Such insurance must provide for cover equivalent to € 10,000,000.00 at least.

D) Miscellaneous provisions

The Supplier shall send ArianeGroup all insurance certificates corresponding to all the policies taken out and shall provide evidence of payment of the premiums each year.

These certificates shall state the amount of cover and designate ArianeGroup as the direct beneficiary of the compensation in case of loss or damage to its property, without the ability to deduct the said compensation from the amount of excess (deductible) applying to the Supplier.

No excess (deductible) borne by the Supplier may be charged against ArianeGroup.

The Supplier is under the obligation to report any incident to ArianeGroup within twenty-four (24) hours of its occurrence, it being specified that should the Supplier's insurer disqualify the latter for any reason, the Supplier shall be liable for the whole of the burden of the claim.

The Supplier undertakes to obtain from his insurers their complete adherence to the above-mentioned provisions.

ARTICLE 23 - INTELLECTUAL PROPERTY

23.1 Background Rights

Each Party shall conserve the ownership of its Background Rights. The Supplier grants ArianeGroup a right to use, reproduce, present, adapt, modify and translate over its Background Rights that are necessary to implement the Results. This price of this assignment is included in the price of the Order Form as a lump-sum.

23.2 Ownership of the Results

ArianeGroup acquires the full and exclusive ownership of the Results generated during the performance of the Work by the Supplier according to the following provisions.

23.2.1 Copyright

The Supplier hereby grants to ArianeGroup as and when payments are made under the Order Form, all copyright and intellectual property rights vested in the Results which are protected by copyright or intellectual property rights (including software and databases) for the whole period of legal protection of such intellectual property rights worldwide. The price of this transfer is included in the price of the Order Form.

In this capacity, ArianeGroup acquires the rights to use, reproduce, present, adapt, modify, translate, distribute, work on commercial grounds, without limitation, over all or part of the Results on any medium whatsoever, for the period of legal protection of the intellectual property rights worldwide. It may also assign or sub-licence all or part of these rights to a third party.

23.2.2 Industrial property

In the case where the Works lead to Results eligible for industrial protection, only ArianeGroup is able to file an application for an industrial property title over the said Results, in its name, for its account and at its expense. In this respect, the Supplier undertakes not to file any application for an industrial property title over the Results. To this effect, the Supplier undertakes that each of its servants, agents and/or employees cited as inventor shall carry out all the formalities necessary to enable the industrial property title to be lodged in accordance with the terms and conditions defined in this article.

23.2.3 Trademark

ArianeGroup is the sole owner of all trademarks, names, signs, logos, colours, graphics or any other signs which may be generated in performance of the Order Form, whether their creation is intentional or not.

23.3 Infringement

The Supplier warrants peaceful enjoyment of the intellectual property rights transferred to ArianeGroup pursuant to the Order Form. In particular, the Supplier agrees to hold ArianeGroup harmless against all third party claims on grounds of intellectual property over the Works it delivers, and shall be liable for all

consequences and financial claims that ArianeGroup might suffer as a result. In addition, the Supplier shall, at his own expense, either

- a) obtain the right to continue to use and exploit the Results of the Works and impart the rights to use and exploit the Results to ArianeGroup,
- b) replace or modify the Works so that they no longer constitute an infringement while ensuring they still comply with the Requirements, or
- c) if a solution according to the above lit. a) and b) is cannot or cannot reasonably be achieved, take back the Works and replace them with equivalent, non-infringing works defined by the Supplier in agreement with ArianeGroup, without prejudice for ArianeGroup to make a claim for damages.

23.4 The Supplier is obliged to include all provisions of this Article 23 in the contractual relationship with its Subcontractors and/or suppliers and to impose on them obligations at least equivalent to those set out in this Article 23.

ARTICLE 24 - CONFIDENTIALITY AND ADVERTISING

24.1 Confidentiality

24.1.1 All information disclosed by ArianeGroup to the Supplier is deemed to be strictly confidential without ArianeGroup having to specify or state the same. In order to ensure Information is secure, the Supplier shall take all precautions necessary for its protection.

24.1.2 The Information remains the property of ArianeGroup, which formally prohibits use thereof for purposes other than the performance of the Order Form, unless with the prior written authorisation of ArianeGroup. The disclosure of Information by ArianeGroup shall not be interpreted as granting any right, even implicit, on the Supplier over this Information.

24.1.3 With effect from the entry into effect of the Order Form and for a further period of ten (10) years from normal expiry or early termination thereof, the Supplier undertakes to maintain the confidentiality of the Information and accordingly:

- a) to use the Information solely for the requirements of carrying out the Works,
- b) not to disclose it to a third party other than those identified in c) of this article in any manner whatsoever, directly or indirectly,
- c) not to disclose the Information it has received from ArianeGroup except to those members of its personnel and/or of its suppliers' and Subcontractors' personnel authorised by ArianeGroup who have a need to know in order to carry out the Works that are subject of the Order Form. The Supplier shall clearly inform its employees, Subcontractors and suppliers of the confidential nature of the Information and shall ensure that they undertake to respect said confidentiality in accordance with the provisions of this article. The Supplier warrants to be answerable to ArianeGroup for ensuring that the members of its personnel and those of its suppliers and Subcontractors, comply with the confidentiality of the Information.

24.1.4 In the event that Information disclosed by ArianeGroup is the property of a third party, the most restrictive confidentiality requirements which this third party were to impose over its Information will be flow down to the Supplier.

24.1.5 On the expiry of the Order Form for any reason whatsoever, the Supplier undertakes to return all the Information to ArianeGroup without delay or to destroy all or part thereof with the prior authorisation of ArianeGroup and not to retain any copy of the said Confidential Information.

24.1.6 The foregoing obligations shall not apply to Information which the Supplier proves was lawfully known to it prior to receipt by ArianeGroup, which was available to the public prior to receipt by ArianeGroup, which becomes available to the public after receipt by ArianeGroup without the Supplier being responsible therefor, and to such Information which is made available to the Supplier at any time by a third party authorised to do so to the best of the Supplier's knowledge. The obligations shall also not apply insofar as the Supplier is legally obliged to disclose Information in judicial, administrative or other proceedings.

24.1.7 The Copyright disclaimer affixed by the Supplier on its documents does not prevent ArianeGroup exercising the rights granted to it under the Order Form. The Supplier shall not label the deliverables arising from the Works as being confidential.

24.2 Advertising

The Supplier may only advertise its business relationship with ArianeGroup or name ArianeGroup as a reference customer with the prior written consent of ArianeGroup.

ARTICLE 25 - SPECIFIC RULES ON EXPORT AND/OR IMPORT

25.1 The Supplier undertakes to comply with all applicable Export Regulations that might apply to the Works (including its component parts), as well as to any software, Information and products which the Parties might deliver to one another within the framework of the Order Form.

25.2 In any event, the Supplier states that it has identified and given ArianeGroup notice of all the components of its Works, which are subject to Export Regulations, as at the date of signature of the Order Form, subject to the **Export Control Classification Declaration**, available at [/https://ariane.group/de/who-we-are/customers-and-partners/](https://ariane.group/de/who-we-are/customers-and-partners/), **“Download our Supplier Requirements and Terms of Purchase, Export Control”**. Upon request, ArianeGroup shall provide the Supplier with a printed copy of this document. The Supplier undertakes to inform ArianeGroup of the export control classification of the Works and undertakes to notify it promptly of any change in status or classification of these Works or their components or of the Export Regulations, which apply thereto. The Supplier undertakes to give ArianeGroup every assistance required to enable it to achieve compliance following such changes and to fulfil any related obligations with the administrations concerned.

25.3 The Supplier is liable for obtaining on time and at no additional costs ArianeGroup all formal approvals, licenses and authorizations required for export, delivery and use of the Work by ArianeGroup and/or its Subcontractors and co-contractors and their delivery to its customer/end-user as specified in the Order Form and their use by said customer/end-user (hereinafter “Export Authorization”).

The Supplier undertakes to:

- a) immediately notify ArianeGroup of the issuance of the Export Authorization by the competent government authorities, or the existence of an exemption;
- b) provide ArianeGroup with a copy of the said Export Authorisation with any provisions and conditions associated with this Export Authorisation or a certificate describing in particular the restrictions applicable to re-export or retransfer, by ArianeGroup, from all or part of the Works to a third party;
- c) put in place all necessary measures to avoid the transfer, by any means whatsoever, of Information provided by ArianeGroup and identified as being subject to the Export Regulations, to any person not authorised to access such Information and to seek the consent of ArianeGroup before the transfer for any instructions. The Supplier shall ensure that ArianeGroup’s Requirements for Export Control are met by its Subcontractors at each contractual level;
- d) clearly indicate on delivery orders, invoices, and each of the controlled plans and documents (electronic or hard copy) and on each delivery the classification number of Export Regulations as well as the reference of the Export Authorization applicable to the delivery.

25.4 It is understood that the ability of the Supplier to deliver the Works and associated services to ArianeGroup together with all the export licences required, constitutes an essential obligation for the Supplier.

Under these conditions, ArianeGroup undertakes to provide, upon request of the Supplier, the Information and end use declarations necessary for the examination and the granting of the Export Authorisations.

25.5 In the event that agreements (technical assistance agreement, manufacturing licence agreement or other) or application form for Non-Transfer and Use Certificates (“DSP”) are requested by the American authorities, the Supplier undertakes to submit them for validation to ArianeGroup. No Agreement may be terminated without the prior approval of ArianeGroup. The Supplier shall provide ArianeGroup with a prior notification of sixty (60) days period of time before the expiration of any approval.

25.6 In the event that, despite all due diligence, the Supplier is unable to obtain the Export Authorisations, the Supplier undertakes, at no additional cost to ArianeGroup and within a delay compatible with ArianeGroup's obligations under its upstream contract, to replace the components or technologies integrated in the Works, with the prior written consent of ArianeGroup, without altering the characteristics defined in the Order Form.

In the event that an export licence is refused, suspended, withdrawn, not renewed or invalidated, including where the Supplier has performed all due diligence required, the Supplier must, without delay, inform ArianeGroup in writing, providing the necessary justifications. ArianeGroup reserves the right, without compensation for the Supplier, to suspend the performance of the Work or to terminate the Order Form.

In the event that an import authorization required for the importation of the Works by ArianeGroup is refused, suspended, withdrawn, not renewed or invalidated, including where the Supplier has performed all due diligence required, ArianeGroup shall inform, without delay, the Supplier in writing, providing the necessary justifications. The Supplier reserves the right, to suspend the performance of the Works or to terminate the Order Form as of right. In such a case, however, the Supplier shall reimburse ArianeGroup for any sum paid.

25.7 The Supplier undertakes to cooperate with ArianeGroup in case of action or proceedings by the relevant authorities in regard to export controls. At all events, the Supplier shall be liable for all harmful consequences arising for ArianeGroup from the Supplier's failure to fulfil its commitments under this article.

In the event of a breach of applicable export control laws and regulations due to a default of the Supplier, the penalties and related costs incurred by ArianeGroup will be passed on to the Supplier.

ARTICLE 26 - COMPLIANCE WITH EMPLOYMENT LAW

26.1 The Supplier undertakes to comply with the legal and regulatory obligations in force in the country in which the Works are to be carried out, in particular the legal provisions on the application of the legal minimum wage, on moonlighting and the hiring of foreign labour.

26.2 The Supplier indemnifies and holds ArianeGroup from any liability related to the compliance with the obligations under this article.

26.3 The Supplier undertakes to comply with the legal and regulatory provisions relating to the protection of the workforce, health and safety and working conditions. In addition, where performance of the Works requires it to intervene on an ArianeGroup site, the Supplier undertakes to comply with ArianeGroup's rules on health and safety.

26.4 The work equipment supplied within the framework of the Order Form must comply with the legal provisions in force.

ARTICLE 27 - ETHICS, COMPLIANCE AND CONSEQUENCES OF NON-COMPLIANCE

27.1 The Supplier undertakes to comply with the legal and regulatory obligations in connection with the contractual relationship. This applies in particular to the applicable rules on combating corruption, money laundering, anti-competitive practices, undeclared work, the respect for and protection of persons, data protection and environmental protection, as well as the due diligence obligations arising from national and international laws for the observance of human rights and ensuring fair working conditions incl. statutory minimum wages along the supply chain. Compliance with this Article 27 is an essential contractual obligation of the Supplier and a criterion for its selection.

27.2 The Supplier acknowledges the **Supplier Ethics Charter**, which is available at <https://ariane.group/en/who-we-are/customers-and-partners/>, under "**Download our Supplier Requirements and Terms of Purchase, Supplier Ethics Charter**" in the version in force at the time of the conclusion of the contract. Upon request, ArianeGroup shall provide the Supplier with a printed copy of this document. Where the Supplier Ethics Charter is in contradiction to local laws, local laws shall take precedence. The Supplier Ethics Charter may be adjusted by ArianeGroup at any time if legal, regulatory or institutional requirements, jurisdiction or ethical business principles change. The Supplier shall not oppose in bad faith any

proposals by ArianeGroup to update the Supplier Ethics Charter. The Supplier shall comply with the basic requirements comprehensively in the Supplier Ethics Charter, with regard to recognised standards for the protection of the environment and respect for human rights, to which ArianeGroup has also committed in its **“Statement of Principles on Human Rights and the Environment”** (available under <https://ariane.group/en/who-we-are/csr/>, ABOUT US, CORPORATE SOCIAL RESPONSIBILITY).

27.3 The Supplier shall exercise due diligence to identify, prevent, minimize and remedy adverse impacts on human rights and the environment. In performing its own obligations of due diligence in the supply chain, ArianeGroup will respect the principle of proportionality by taking into account factors such as the sector, size and structure of the Supplier.

27.4 The Supplier shall use its best endeavours by means of appropriate measures and contractual arrangements, to ensure that its Subcontractors and suppliers also act in accordance with the requirements of the Supplier Ethics Charter.

27.5 Once per year or on occasion of a concrete suspicion of violation, ArianeGroup is entitled, during the contractual relationship, to request documents and Information from the Supplier and to carry out audits or have them carried out by third parties who are contractually or for professional reasons obliged to objectivity and confidentiality, in order to verify compliance with the provisions of this Article 27. The Supplier has to document at its own expense in a suitable and appropriate manner its compliance with the provisions stated in Article 27 in order to enable such audits and any cooperation or delivery of documents or Information. The audit takes place during the Supplier's normal business hours. ArianeGroup shall give the Supplier two weeks' written notice of the audit, unless, in the event of a concrete suspicion of violation, such notice would prevent effective control. The Supplier is authorised to take appropriate measures to protect its business and trade secrets and to protect personal data.

27.6 ArianeGroup has set up a **whistleblowing system** for reporting alerts relating to suspected breach of applicable law or regulations or related to any situation or behaviour. Supplier shall inform its employees of the possibility to raise an alert via ArianeGroup platform on the following link: <https://ag.1signal.net>. The Supplier shall ensure that an employee is not threatened with unfavourable measures or reprisals as a result of using the whistleblowing system.

27.7 The Supplier shall immediately investigate any suspected violations of the obligations under this Art. 27. If the suspicion proves justified, the Supplier shall inform ArianeGroup within a reasonable period of the mitigation actions the Supplier has taken to remedy the current violation and to prevent future violations. ArianeGroup will support the Supplier in identifying and implementing such mitigation actions. Should the Parties fail to reach an agreement on the mitigation actions to be taken, ArianeGroup reserves the right to suspend Works or to take any appropriate measures. Any claims for damages by the Supplier due to such suspension or other measures are excluded.

27.8 ArianeGroup is entitled to terminate the Contract for cause without notice in accordance with the statutory provisions in the event of a breach by the Supplier of the provisions of this Article 27. Cause shall exist in particular (a) if there is a very serious culpable breach or (b) if a culpable breach is not remedied within a reasonable period of time or (c) if there are repeated culpable breaches or (d) if the Supplier culpably refuses, delays or fails to comply with audits in accordance with Article 27.5. The Supplier shall have no claim for compensation or damages due to such termination.

27.9 The Supplier shall indemnify ArianeGroup against any liability in connection with the compliance with the obligations referred to in this Article 27 to the extent that these are due to a negligent or intentional breach of Supplier's obligations. ArianeGroup's right to claim damages shall remain unaffected.

ARTICLE 28 - PERSONAL DATA PROTECTION

In compliance with legal and regulatory obligations, the Parties undertake to process the personal data that they may receive, or be given access to in the frame of the execution of the Order Form, as confidential, and commit not to disclose or communicate them to any third party. The Parties undertake to take all useful and

necessary precautions to preserve the security of the above mentioned personal data in particular so as to prevent them from being deformed, damaged or transmitted to any unauthorized persons. In any case, the personal data that a Party may receive, or be given access to in the frame of the execution of the Order Form cannot be disclosed to any third party outside of the European Union without prior written authorization from the disclosing Party.

ARTICLE 29 - CORRESPONDENCE

All correspondence of a contractual nature must be sent to the Purchasing Department of ArianeGroup, whose representative is designated on the Order Form. Invoices and assimilated documents (in particular provisions, deposits, credit notes) along with the notifications of article 30 hereof shall be addressed to the ArianeGroup accounts department specified on the Order Form.

ARTICLE 30 - ASSIGNMENT AND TRANSFER AND MODIFICATIONS IN SUPPLIER'S LEGAL SITUATION

30.1 The Order Form placed on the Supplier being "*intuitu personae*" i.e. placed in consideration of the quality of the Supplier, performance thereof and the rights and obligations pertaining thereto may not be transferred and/or assigned in whole or in part by the Supplier, except with the prior written agreement of ArianeGroup. The Supplier undertakes to notify ArianeGroup of any modification of its share capital and/or any change in its direct or indirect control before such modification/change becomes effective. In the event of such modification/change, ArianeGroup may terminate the Order Form, at no fault of the Supplier, in the conditions of article 20.2 (Termination without fault).

30.2 The Supplier undertakes to inform ArianeGroup by registered letter with proof of receipt of:

- a) any alert issued by the auditors, employee representatives, shareholders or partners or, as the case may be, relating to the Supplier's situation,
- b) any request filed by the Supplier to get a moratorium, to open proceedings for safeguard procedure or insolvency or bankruptcy or comparable procedure, voluntary liquidation or an application for the appoint of a temporary or *ad hoc* administrator,
- c) the filing of any declaration of (alleged) cessation of payment.

ARTICLE 31 - WAIVER

Failure by ArianeGroup or the Supplier to exercise any right under these Conditions of Purchase shall not be treated as a waiver of any such right for the future.

ARTICLE 32 - SEVERABILITY

The invalidity or unenforceability of any one of the provisions of these Conditions of Purchase shall not affect the validity or enforceability of any other provision.

ARTICLE 33 - LANGUAGES

In the event of conflict between the German language version of these Conditions and any other versions in a foreign language, the German-language version shall prevail.

ARTICLE 34 - GOVERNING LAW AND SETTLEMENT OF DISPUTES

34.1 These Conditions Purchase and the contractual relationship between ArianeGroup and the Supplier shall be governed exclusively by German law, excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

34.2 Any dispute, controversy or claim between the Parties arising out of or in connection with these Conditions or the contractual relationship between ArianeGroup and the Supplier, including its existence, validity,

interpretation, performance and termination, as well as any breach of these Conditions or the Supplier's non-performance or improper performance of the Works thereof, shall be settled exclusively and finally

- (i) before the Regional Court of Munich if the Supplier has its registered office within the European Union or in a member state of the Lugano Convention; or
- (ii) in accordance with the Rules of Arbitration of the International Chamber of Commerce (hereinafter referred to as "Rules") by one (1) or three (3) arbitrators appointed in accordance with these Rules if the Supplier is domiciled in another country. In this case, the place of arbitration shall be Munich, Germany, and the arbitration proceedings shall be held in English.