

1. General Information

1.1 For purposes of these conditions, the word "**Buyer**" shall mean the legal entity Airmod SAS specified in the Buyer's order; the word "**Conditions**" or the abbreviation "**CGA**" shall mean these General Purchasing Conditions; the word "**Force Majeure**" shall mean any act of government, natural catastrophe, destruction by insurrection war or hostilities, riots, public disturbances or any other event beyond the volition of the parties which delays, hinders, restricts or makes the execution of the order impossible; the word "**Merchandise**" or "**Products**" shall mean all or part of an order for merchandise, any appurtenance thereto including packaging, described in the order or indispensable for its execution; the words "**Party**" and "**Parties**" shall mean the Buyer and the Supplier individually or collectively; the word "**Services**" shall mean the services (if any) described in the order or which are indispensable for its execution; the word "**Specifications**" shall mean the Buyer's requirements for all the plans, drawings, directives of design, data and other relative information given by the Buyer to the Supplier concerning the order of Merchandise/Services; the word "**Supplier**" shall mean the party which agrees to provide the Merchandise/Services as specified in the Buyer's order.

1.2 The order on the reverse and these CGA are indivisible. The confirmation of the order

by the Supplier by mail, fax or e-mail is considered a formal acceptance of the CGA. The total or partial shipment or delivery of an order shall be considered acceptance by the Supplier of the order and of these Conditions.

1.3 If the Buyer's order is not confirmed in writing within 8 (eight) business days after the date of the order, or if the order is not delivered within this period, the Buyer may cancel the order without indemnity for the Supplier.

1.4 These Conditions apply to all orders; the Supplier's general conditions shall not be applicable unless there is an express written agreement of the Buyer to the contrary.

1.5 To be valid against the Buyer, any amendments or supplements to these conditions and/or the orders must be made in writing, signed by the Buyer.

2. Price, invoice and payment

2.1 Invoices must be issued in the currency cited in the order.

2.2 The applicable price is the one given in the order, or the one resulting from the calculation of the price stipulated in the order. Unless contrary instructions are given by the Buyer on its order form, the price is always firm, not subject to any change, indexing or adjustment based on monetary fluctuations or fluctuations in the cost of raw materials. In the absence of contrary stipulations, the price includes the cost of packaging and any other cost, risk or charge connected with the execution of the order. No supplementary cost of any nature may be authorized without prior written agreement of the Buyer

specifically given on the order form.

2.3 The Supplier shall bill the Buyer according to the billing calendar defined in the order. Invoices must bear the number or reference of the order, the quantities, and the description of the Products to be provided, the date and reference of the delivery bill, and the itemized prices, and must be accompanied by any required reference document. Unless there is a contrary stipulation in the order, the Supplier shall issue one invoice per order form and unless a different billing address is specified, the invoices must be sent with the Products. Invoices not in accordance with these stipulations must be considered invalid by the Buyer and will be returned to the Supplier.

2.3 Unless there is a stipulation to the contrary in the order, invoices shall be payable sixty (days) after the end of the month in which the bill is issued.

2.4 The Buyer may offset a debt to the Supplier against its claims against the Supplier.

3. Delivery/Execution

3.1 The date and place of delivery or execution cited in the order are binding and must be observed. The delivery periods and dates indicated in the order are essential information and may not be changed without the written agreement signed by the two Parties. The confirmation by the Supplier of the order implies its irrevocable commitment to abide by the delivery periods and dates as indicated.

3.2 If the Parties have not agreed on a specific date for the delivery/execution, the Supplier shall place the Merchandise/Services at the Buyer's disposal within the most reasonable period.

3.3 If the Parties have not agreed on a specific place of delivery, it shall be made on the Buyer's premises.

3.4 If the Supplier knows of circumstances which make punctual on time delivery/execution unlikely or impossible, it shall so inform the Buyer in writing, without delay. In case of late delivery/execution, the Buyer shall be authorized to cancel the order and cannot be held liable for expenses related to work or Merchandise/Services resulting from this cancellation. This measure shall not prevent the exercise of any other legal recourse available to the Buyer.

3.5 Early deliveries shall not be authorized without prior writing agreement of the Buyer. The Supplier shall never be entitled to any premium for early delivery.

3.6 The Supplier shall give the Buyer all the documents needed for the import and customs clearance of the Merchandise, if these activities are organized by the Buyer.

3.7 If the order stipulates that the export and customs clearance of the Merchandise shall be organized by the Buyer, the Supplier shall provide the Buyer with all the documents needed for these activities.

4. Packaging

4.1 Unless specific packaging has been demanded by the Buyer in the order, the Supplier shall deliver the Merchandise in appropriate packaging, taking account of the nature of the Merchandise and the precautions to be taken to protect it against any event which might damage or harm the final quality of the Merchandise.

The Merchandise shall always be sealed, packaged, marked,

and in general prepared for shipment:

4.1.1 according to commercial usage,

4.1.2 acceptable by forwarders for shipment at least cost,

4.1.3 conditioned to ensure arrival of the Products at their destination in good condition,

4.1.4 in accordance with the Buyer's specifications concerning delivery to its branches and subcontractors

4.2 The Supplier must mark on all the packages and containers all the necessary instructions for lifting, handling and transportation, and clearly identify and mark the articles which require special care, storage and/or transportation conditions, indicating the precautions that must be taken. The Supplier must label each package and container with the information for transportation, order number, date of shipment, names and addresses of the forwarder and the consignee in English and the language at the place of destination of the Merchandise.

4.2.1 Dangerous Merchandise must be clearly identified as such, using standard or clearly identifiable symbols. These indications shall be specified on the shipping documents, and visibly on all elements of the packaging.

4.1.2 If the Supplier must use specific packaging, it must do so according to the pertinent Buyer's instructions.

4.3 The Supplier shall be considered the sole party liable for any damage to the Merchandise or any supplementary expense caused by incorrect or unsuitable packaging, marking or labeling, unless the damage or expense results from following the special written packaging, marking or labeling instructions provided by the Buyer.

General Purchasing Conditions

4.4 When the Merchandise is shipped, the Supplier must send to the Buyer a delivery bill stating:

4.4.1 the date and full references of the order form

4.4.2 the full address of the warehouses of the shipper and the consignee

4.4.3 an itemized description of the Products

4.4.4 the total number of packages in the shipment

4.4.5 the gross and net weight of each package

4.4.6 the means of transportation, and

4.4.7 the date of shipment

4.5 The method of delivery and the obligations of the Parties must be in accordance with the stipulations of the order.

5. Changes and substitutions

5.1 If the Buyer wishes to change the order, the Supplier must quickly inform the Buyer of any change in price or schedule resulting from the change requested by the Buyer, and such changes must be approved in writing by the Parties by means of an amendment of the order or a new order signed by both Parties.

5.2 The Supplier is not authorized to make or propose any change or replacement in the supply or delivery of Products which do not meet requirements without the Buyer's prior written agreement.

6. Surplus

6.1 The Buyer agrees to pay only the quantities ordered, reserving the stipulations of article 5. Any surplus will be retained at the risk and expense of the Supplier for up to ten (10) days from the date of shipment. If at the expiration of this period the Supplier has not taken the Merchandise back nor sent instructions to ship it at his expense, the Buyer shall return the Products exceeding the quantities ordered to the Supplier at the latter's risk and

expense, regardless of the whereabouts of the Merchandise. The cost and customs duties or other administrative fees shall be entirely payable by the Supplier.

6.2 The Supplier agrees that the Buyer may decide, at its sole discretion, to buy all or part of the surplus under the conditions stipulated in the order and these General Purchasing conditions.

7. Execution, inspection and rejection of the Merchandise

7.1 The Supplier acknowledges that during the execution of the order, the Buyer may access the Supplier's premises to observe the manufacturing processes or give special instructions and check and/or test the products ordered, using the testing and checking means of the Supplier's plant. The conditions and manner of these inspections must be agreed upon by the Parties beforehand. This inspection shall not limit the Supplier's responsibility to the Buyer.

7.2 If the Merchandise/Services supplied are not in accordance with the order, the Buyer may, at its option, demand the repair or replacement thereof, or a price reduction, or the cancellation of the order, as well as reimbursement of partial payment.

Rejection of the Merchandise must be notified to the Supplier within the shortest timeframe by registered letter, fax or e-mail confirmed by registered letter. The Supplier must, at its own expense, take back the delivered and rejected Products within ten (10) business days after the date of receipt of the notification of rejection. After ten (10) days, the Buyer shall

return the Products to the Supplier at the latter's expense.

7.2.1 Any advance payment made in order to obtain a discount for payment in cash shall not imply acceptance of the Merchandise by the Buyer.
7.2.2 Non-rejection of the Merchandise may not be cited in order to limit the guarantees listed in clause 11 /sic/ below.

8. Force majeure

8.1 In case of force majeure, the Party affected shall advise the other Party without delay, and the following stipulations will be applied:

8.1.1 The affected Party will be relieved of its obligations resulting from this order for the duration of force majeure and its consequences;

8.1.2 If the Supplier's stocks are affected, it shall distribute its stocks among its customers in proportion to the quantity of the purchase orders existing at the time of Force Majeure;

8.1.3 If delivery or receipt is delayed by more than two weeks because of a case of Force Majeure, the Buyer, excluding all other claims, may, at its option cancel the order covering the quantities affected by this delay and/or extend the delivery dates so as to permit partial or complete delivery of the Merchandise/Services.

9. Transfer of risks and insurance

9.1 Any Supplier's clause reserving ownership shall be disregarded.

9.2 Risks shall be transferred in accordance with Incoterm 2000 cited in the order. If no Incoterm 2000 is defined, the risks shall be transferred simultaneously with the ownership.

9.3 The Supplier must take out an insurance policy for the Merchandise covering it until the transfer of the risks to the Buyer.

General Purchasing Conditions

10. Guarantees and liability

10.1 The Supplier guarantees to the Buyer, for twenty-four (24) months after delivery, that the Merchandise/Services:

10.1.1 are of the required merchantable quality free of all hidden and apparent defects and will be suitable to the Buyer's needs, as notified to the Supplier in writing when the order was given;

10.1.2 are free of all defects of design, material and manufacture;

10.1.3 will be in accordance with the specifications or samples, and

10.1.4 will be in compliance with all the regulations, legal obligations and regulations relative to the supply of the Merchandise/Services;

10.1.5 does not and will not violate any third party intellectual property right.

10.2 The Supplier guarantees to the Buyer that it will transfer full and entire ownership of the Merchandise/ Services to the latter, and that no third party has any right which may deprive the Buyer of all or part of the Merchandise/Services.

10.3 The Supplier guarantees to the Buyer that the Services will be performed by a duly qualified, trained person, with the required care and diligence and the maximum level of care and quality which the Buyer has a right to expect in all circumstances.

10.4 The Supplier shall compensate the Buyer in full (including its representatives, directors, employees, successors and assignees, agents and customers) in case of complaint, liability, fine, loss, damage, charges and costs (court costs and attorney fees included) which are related to or the consequences of:

10.4.1 Violation of a guarantee given by the Supplier relative to the Merchandise/Services;

10.4.2 a claim that the Merchandise/ Services or the import, utilization or resale thereof violates the industrial property rights of another person/entity;

10.4.3 an action or omission, including delay, by the Supplier or its employees, agents or subcontractors, in providing, delivering or installing the Merchandise or in performing the Services;

10.4.4 any claim asserted against the Buyer for loss, damage or expenses borne by its agents, customers or third parties, to the extent they result from the provision of the Merchandise/Services.

10.5 After each replacement, repair or correction made during the warranty period, the Supplier must agree to a new warranty period of twelve (12) months minimum starting with the day of satisfactory, successful replacement, repair or correction.

10.6 If the Supplier does not meet its obligation to replace or repair Products or to correct a defect or dysfunction, the Buyer shall have the right, at its sole discretion,

10.6.1 to make the replacement, repair or correction itself, at the exclusive expense of the Supplier,

10.6.2 to have the replacement, repair or correction made by a third party, at the exclusive expense of the Supplier,

10.6.3 to obtain reimbursement from the Supplier of the full purchase price of the defective or dysfunctional Product.

10.7 The Supplier acknowledges that the above specific warranties are additional to the legal guarantees and to those

expressly given by the Supplier, other than those stipulated here, and to any other express or implied guarantee applicable to the corresponding order. These guarantees shall remain valid regardless of any inspection, test, acceptance or payment by the Buyer, or any cancellation or agreement by the Buyer regarding the orders.

11. Intellectual or industrial property rights

11.1 The Supplier guarantees that the products supplied do not violate any patent, license, patented drawings and models, copyrights, rights to masks or any other intellectual or industrial property rights of a third party. The Supplier guarantees that it holds all the rights to utilize, manufacture and sell the Products, and that the Buyer shall have the right to use and resell the Products and it grants the Buyer a license to utilize the intellectual property rights to the Products which permit the Supplier to utilize the Products throughout the world for the duration of the industrial property rights.

11.2 The Supplier shall at its own expense hold the Buyer harmless from all claims or lawsuits charging infringement of intellectual or industrial property rights of a third party, and to pay all the expenses incurred by the Buyer in its defense against any claim or lawsuit, including a reasonable amount covering lawyers' fees and to indemnify the Buyer for any damage, loss or injury incurred by it arising directly or indirectly from such claim or lawsuit.

11.3 If the Buyer finances all or part of the creation of the tools, molds, software, packaging, advertising material or, without restriction, any other creative work produced by the Supplier according to

General Purchasing Conditions

the Buyer's specifications or instructions, the Supplier shall assign all the intellectual property rights relative to such articles and their creation to the Buyer. The Buyer may utilize, sell or dispose of such articles as it sees fit.

12. Confidentiality and documents

12.1 The Supplier shall observe confidentiality concerning the technical know-how, the invention or processes, and all other confidential or commercially sensitive information concerning the Buyer's activity communicated to it or which it received from the Buyer or its agents. The Supplier's employees shall have access only to the information needed to comply with the Supplier's obligation to the Buyer; the Supplier must make sure that the said employees are bound by the same obligation of confidentiality as the Supplier. This obligation shall end 10 (ten) years after the date of completion of the order.

12.2 Any drawing, design, data, equipment or any other material and/or information

(i) provided by the Buyer, or
(ii) provided by the Supplier but paid by the Buyer as part of the price of the Products shall be considered confidential information belonging exclusively to the Buyer.

12.3 At the Buyer's request, the Supplier shall immediately return to the Buyer all confidential or commercially sensitive information which has been communicated to it by the Buyer.

12.4 At the Buyer's request, the Supplier shall give the former the designs, detail drawings, technical calculations, etc. related to the Merchandise/Services provided, and, once their accuracy has been established, the data files or originals which the Buyer

may need for regular use or for repair work. The Supplier shall also give the Buyer, at its request, the drawings or spare parts and the information necessary for the Buyer to obtain spare parts. Approval by the Buyer of such designs, drawings, calculations, etc. shall not relieve the Supplier of its guarantees and obligations.

12.5 The Supplier is not authorized to publicize its commercial relations with the Buyer without the latter's express, written authorization.

12.6 Any written or oral communication and any publication to third parties concerning the order or its contents shall be subject to the Buyer's prior written consent.

13. Environmental protection, industrial safety and accident prevention, and fundamental labor rights - Code of Ethics

13.1 In providing the Merchandise/ Services, the Supplier must abide by all the rules and regulations in effect on environmental protection, industrial safety and safety of transportation, and accident prevention.

13.2 The Supplier guarantees that it and its Suppliers promote and observe the basic rights of labor of the ILO, and the following conventions: on trade union freedom and protection of the right to organize, 1948 (No. 87); on the right to organize and collective bargaining, 1949 (No. 98); on forced labor, 1930 (No. 29); on the abolition of forced labor, 1957 (No. 105); on minimum age, 1973 (No. 138); Convention on child labor, 1999 (No. 182); on equal pay, 1951 (No. 100); and Convention on discrimination (recruitment

and profession), 1958 (No. 111). It also guarantees that it and its subcontractors are in compliance with labor legislation/ regulations, in particular that concerning dissimulated labor and pledges to give all relative proof to the Supplier, upon simple request.

13.3 At the Buyer's request, the Supplier shall send the Buyer proof that it respects the terms of this clause 13 and the Buyer shall be authorized to verify the portions concerning the Supplier's premises, in order to make sure that this commitment is being respected.

13.4 The Supplier declares that it knows and respects in all respects the laws, decrees and regulations issued by all local or other authorities, and all rules and regulations issued by private or public organizations related to its activity involved in the execution of the order. The Supplier shall bear all the financial and administrative consequences incurred by the Buyer, in particular those resulting from the Supplier, its personnel, subcontractors or suppliers not respecting the stipulations of the laws, decrees, regulations and other texts mentioned above.

13.5 At the Buyer's request, the Supplier shall take back, at its own expense, the Merchandise or Products considered obsolete by the Buyer in order to recycle the materials thereof according to current legislation/regulations, so that the Buyer may not be troubled on this subject.

13.6 The term "Conflict Minerals" is defined as columbite-tantalite, also known as coltan (from which tantalum is derived); cassiterite (tin); gold; wolframite (tungsten); or their derivatives. The Supplier shall control in a reasonable way its own suppliers in order

General Purchasing Conditions

to avoid that this business can be used to finance conflicts and human rights violations. On Supplier's request, its own suppliers shall be able to provide details concerning the products which may contain conflict minerals.

13.7 More generally, the Parties undertake to comply, directly or indirectly (including but not limited to subcontractors) with the Code of Ethics established by the Buyer.

14. Cancellation

14.1 The Buyer shall have the right to cancel any order by registered letter with return receipt without owing any indemnity or penalty to the Supplier,

(a) before it has received the acknowledgment of receipt of the order pursuant to clause 1.2 above, or

(b) if one of the following events occurs:

(i) The Supplier fails to meet its obligation to deliver the Products (or to perform a service) within the period required in the order without prior approval by the Buyer, and the delay lasts more than one (1) week,

(ii) the Supplier fails to meet its guaranteed obligations;

(iii) the Supplier puts off for an excessive period its consent to changes in the order, as stated in article 5 above;

(iv) the Supplier fails to meet any one of its obligations arising out of the General Purchasing Conditions or any contract between the Parties which covers this order, and does not remedy this situation within ten (10) days following receipt of a written notification from the Buyer regarding this failure;

(v) a reconstruction proceeding or court liquidation against the Supplier has been initiated,

(vi) an event of force majeure, as defined in clause 8 above,

which causes a delay of more than two weeks in the delivery.

14.2 In addition, reserving the stipulations of clause 14.2.1 below and in the absence of contrary stipulations by the Parties, the Buyer reserves the right to cancel all or part of the order at any time by registered letter with return receipt, without prior justification. Upon receipt of the cancellation of the order, the Supplier must stop all work undertaken for this order and not issue any other order or assume any commitment regarding the merchandise or services which make such work possible, and to make every effort to minimize the costs and losses resulting from the cancellation.

14.2.1 In case of cancellation not due to the Supplier's fault, the latter may claim compensation in an amount to be determined by mutual agreement of the Parties, taking account of the date of cancellation, the work done and the costs and expenses already incurred by the Supplier for the cancelled order, and the possibilities of selling the Products to other customers.

15. Prohibition to assign

15.1 All orders pertain to the Supplier and may not be subcontracted, assigned or transferred to another person without the Buyer's prior written agreement, and the Supplier shall be responsible to the Buyer for perfect execution of the order.

15.2 Notwithstanding any stipulation to the contrary in

these Conditions, the Buyer shall be authorized to assign and transfer all rights and obligations connected with the order to its subsidiaries or affiliated companies, without another agreement, provided such affiliates respect all the relative obligations.

16. Liability and insurance

16.1 The Supplier shall alone be liable to the Buyer and third parties for any damage to the goods or other material damage, loss or harm, including damage caused by defective products, resulting from the execution by the Supplier, its employees, agents or sub-contractors, of the Supplier's obligations under the order.

16.2 The Supplier shall take out a suitable insurance policy to cover the consequences of its liability to the Buyer and hereby agrees to defend and indemnify the Buyer for any damage and other consequences of the Supplier's liability.

17. Miscellaneous

17.1 If one clause of these Conditions is found to be or subsequently becomes inoperative, the validity of these Conditions and of the order shall not be affected thereby.

17.2 The Convention concluded in Vienna under the aegis of the UN on international contracts covering sales of merchandise is inapplicable.

17.3 The fact that one of the parties does not exercise, or delays to exercise, one of its rights under the order shall not be interpreted as a waiver of

General Purchasing Conditions

such right; likewise the sole or partial exercise of a right shall not exclude the exercise of any other rights. To be valid, any waiver must be in the form of a written document signed by the waiving Party.

17.4 Each party shall be considered to be independent. If the work is to be done on the Buyer's premises, the Supplier shall be responsible for the actions of its employees/agents and must provide proof that it has signed an adequate insurance policy. This agreement in no way creates a joint company, a partnership or any other form of association by the Parties and never designates one party the agent or legal representative of the other party for any purpose whatever. Neither party is authorized or empowered to assume or create an explicit or implied obligation or responsibility for the account and in the name of the other Party, nor to commit the other Party in any manner or in any area whatsoever.

18. Applicable law and jurisdiction

18.1 All the orders (and these Conditions) shall be governed and interpreted according to the laws in effect in the territory in which the Buyer is located and/or registered, in disregard of the rules of conflict of laws or international treaties.

18.2 The site of jurisdiction shall be the place where the Buyer is located and/or registered or the closest competent court in this territory or country. This applies also to lawsuits concerning documents, bills of exchange and checks.