

CONDITIONS OF PURCHASE of ArianeGroup GmbH

Issue October 2017

ARTICLE 1 - SCOPE AND DEFINITIONS

1.1 SCOPE

1.1.1 The following Conditions of Purchase (hereinafter referred to as "Conditions") of ArianeGroup GmbH (hereinafter referred to as "ArianeGroup") shall apply to all contracts for work ordered from the supplier and purchase of its goods (hereinafter jointly referred to as "Deliveries"). The Conditions of Purchase as amended shall also apply as a basic supply agreement to future contracts regarding deliveries of moveable items with the same supplier, without ArianeGroup having to draw attention to them again in a particular case.

1.1.2 These Conditions of Purchase shall apply exclusively. The supplier's deviating, contrary or supplementing General Terms and Conditions shall only become part of the contract insofar as ArianeGroup has explicitly approved their application in writing. This approval requirement shall apply in any case, for example even if ArianeGroup unreservedly accepts the supplier's deliveries in knowledge of its General Terms and Conditions.

1.1.3 Legally significant declarations and notices that must be made or given by the supplier to ArianeGroup after the conclusion of the contract (e.g. setting deadlines, warning notices), shall only be valid if recorded in writing. References to the validity of statutory regulations shall only have a clarifying significance. The statutory regulations shall therefore also apply without such a clarification, unless they are directly modified or explicitly excluded in these Conditions of Purchase.

1.1.4 References to statutes are made for clarification purposes only. Statutory law applies without regard to such clarification inasmuch as it is not explicitly changed or its application excluded in these Conditions.

1.2 DEFINITIONS

ArianeGroup: see article 1.1.1.

Background Rights: see article 23.1.

Conditions: these Conditions of Purchase.

Deliveries: see article 1.1.1

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.).

Derogation Request: see article 13.1.

Export Licenses: see article 25.3.

Export Regulations: see article 25.1.

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.

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 condition of the Works which is communicated to the Supplier by ArianeGroup as part of these Conditions, the Specific Conditions, in Order Forms or in any other written form, which is implied by the covenants, declarations or behaviour of the Parties, or which is reasonably expected thereof and conditional for their typical use – particularly product specifications –, as well as compliance of the Works with the laws, regulations, directives, technical norms, standards and other requirements prerequisite for placing the Works on the market.

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.).

Supplier: the company designated on the Order Form.

TAA: see article 25.6.

Works: set of services and supplies to be supplied and/or performed by the Supplier in accordance with the provisions of the Order Form, including, where applicable, on the Goods Entrusted.

ARTICLE 2 - CONDITIONS FOR COMPLETION OF THE WORK

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 document published on its website <https://www.ariane.group/de/uber-uns/zulieferer/>, as well as ArianeGroup's requirements for IT security as defined in the Order 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 of the Conditions of Purchase, in no way releases the Supplier from its liability over the Works.

ARTICLE 3 - ACCEPTANCE OF ORDER FORMS

3.1 The Conditions of Purchase 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 of Purchase 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 of Purchase 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. The invoice must relate to one single Order Form only and must in particular state the Order Form number, the item number, the precise name of the Works, currency, bank references, the numbers and dates of the delivery notes to which it refers, the invoice date and date of delivery, the applicable rate of VAT, the Parties' names and VAT-ID no. and all other legally required statements provided under Section 14 para. 4 in connection with Section 14a para. 5 of the German Turnover Tax Act (UStG).

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, payments shall be made in Euro by international bank transfer.

5.3 Payment terms shall be defined in the Order Form, it being specified that in accordance with Section 271a para. 1 of the German Civil Code (BGB), these terms may not exceed sixty (60) days from the date of issue of the invoice.

5.4 In case of late payment, late payment charges are due and payable with effect from the next day after the date of payment shown on the invoice, without a reminder being necessary. In this case, the interest rate on the late payment charges shall be the legal rate of interest applying in Germany. Moreover, in the event of late payment, ArianeGroup is also legally liable for a fixed-rate charge for recovery costs amounting to € 40.

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 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.

7.2 The fictive acceptance according to Section 640 para.1 sentence 3 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 removed 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. 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 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

8.1 Notwithstanding any clause to the contrary contained in any document originating from the Supplier, ownership of the Works transfers on receipt of the Works by ArianeGroup. The Supplier's rights on retention of ownership are excluded. Especially the so-called the extended and prolonged retention of ownership (*erweiterter und verlängerter Eigentumsvorbehalt*) are not applicable.

8.2 Unless stipulated otherwise on the Order Form, the Supplier is responsible for delivering the Works "Delivered Duty Paid" (DDP - Incoterms® CCI 2010) to ArianeGroup's premises, at the location specified in the Order Form, unloading being at the Supplier's charge and liability.

8.3 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 nature and reference numbers of the Works, in accordance with the wording on the Order Form, including accompanying documents and materials,
- e) the value of the delivered Works.

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 value.

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 non-compliance.

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 At any time after the Supplier has been notified, 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.

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 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 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 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 - 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.

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

19.1 The Supplier putting forward an event of force majeure ("*höhere Gewalt*") is under an obligation to inform ArianeGroup thereof in writing within five (5) working days 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.

Any case of force majeure which has not been notified in writing within five (5) working days of its occurrence incurs the Supplier's liability.

19.2 The Supplier who puts forward an event of force majeure undertakes to make all provisions to limit the harmful consequences of this event for ArianeGroup.

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 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 - 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 given by registered letter with proof of receipt 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 the event that:

- a) the Supplier has a certification suspended, withdrawn or not renewed, or
- b) an export licence pertaining to the Works would be suspended, withdrawn, not renewed or invalidated, even where the event the Supplier has used every care and attention,

ArianeGroup may legally terminate all or part of the Order Form by registered letter with proof of receipt, with immediate effect.

20.1.3 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 for convenience

20.2.1 ArianeGroup may terminate all or part of the contract for convenience 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.

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 intellectual property rights, generated or acquired independently and/or prior to the date of signature of the Order Form, subject to any rights of third parties (hereinafter "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, 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 All the stipulations in this article 23 must be passed on by the Supplier to its co-contractors, subcontractors and/or suppliers.

ARTICLE 24 - CONFIDENTIALITY

24.1 Any and all Information is treated as strictly confidential without it being necessary for ArianeGroup to specify or state the same. In order to ensure Information is secure, the Supplier shall take all precautions necessary for its protection.

24.2 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.

24.3 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.

24.4 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-downed to the Supplier.

24.5 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 Information.

24.6 The Supplier undertakes not to advertise or publicise the Works that are the subject of the Order Form or make reference to the activity of ArianeGroup.

24.7 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.

ARTICLE 25 - SPECIFIC RULES ON EXPORT AND/OR IMPORT

25.1 The Supplier undertakes to comply with the laws and regulations on export and import controls (hereinafter the "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. 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.

25.3 It is understood that insofar as concerns each of its Works and components thereof subject to Export Regulations, the Supplier agrees to use its best efforts and at no extra cost to ArianeGroup, to obtain all necessary authorisations, approvals or licences in timely fashion, for ArianeGroup and its subcontractors and co-contractors, to export, import, use, incorporate the Works and to deliver the same to the customer of ArianeGroup or the end user specified in the Order Form, as well as their use by the said customer or end user (hereinafter "Export Licences"). The Supplier undertakes to notify ArianeGroup without delay of the issue of an export licence by the competent government authorities or that there is a dispensation.

25.4 The Supplier undertakes to put all necessary measures in place to avoid transferring by any means whatsoever any information supplied by ArianeGroup and identified as being subject to Export Regulations, to any person not authorised to access such information, by any exemption or export licence granted by the appropriate government authorities.

25.5 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. In the event that despite its due care and attention the Supplier is unable to obtain the necessary Export Licences, the Supplier undertakes, at no additional cost to ArianeGroup and within a time-frame compatible with the obligations placed on ArianeGroup in terms of its own upstream contract, to replace or modify the components or technologies incorporated into the Works, with the prior written authorisation of

ArianeGroup, without altering the features thereof as defined in the Order Form. In the event an export licence is suspended, withdrawn, not renewed or is invalidated, despite all the due care and attention of the Supplier, the Supplier must inform ArianeGroup in writing without delay and provide all necessary supporting paperwork, and ArianeGroup reserves the right to suspend the Works or cancel the Order Form by operation of the law, at no compensation for the Supplier.

25.6 In addition if one or more Technical Assistance Agreements (hereinafter “TAA”) or Non-Transfer and Use Certificates (DSP83) are required by the US administration to perform the Order Form, the Supplier must submit the wording of the TAA or the DSP application form to ArianeGroup for prior approval, as the case may be, before submitting the same to the US export authorities for approval. ArianeGroup must be provided with a copy of the US Export Licence and related provisos imposed by the American export authorities, for the Works which are of concern to them.

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.

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 AND SOCIAL RESPONSIBILITY

The Supplier confirms that it has read and understood ArianeGroup’s Code of Conduct published on the Internet and accessible on its website <http://www.ariane.group/en/>. The Supplier undertakes to comply with all provisions in force as at the date of signature of the Order Form and, in this respect, to put measures in place, no later than by the date of signature of the Order Form, to ensure compliance by itself, its personnel, subcontractors and suppliers, with the rules applying in each country in which it conducts its activities, on combating corruption, anti-competitive practices, respect for and protection of persons, protection of personal data and the protection of the environment.

Observance of these provisions constitutes an essential obligation for the Supplier and a criterion on which it was selected.

ArianeGroup reserves the right to conduct all relevant checks including audits, to verify compliance with this article by the Supplier. Failing provision of the necessary proofs or in case of non-compliance with these obligations, ArianeGroup reserves the right to suspend the Works or take all the appropriate measures, at no compensation for the Supplier.

ARTICLE 28 - COMPENSATION - OFFSET

Insofar as concerns performance of the Order Form, if the Supplier makes use of products or services for which ArianeGroup has contracted offsetting obligations directly or indirectly, the Supplier undertakes to use its best efforts to ensure the amount of the Order Form is taken into account by the competent offset organisation in the context of these obligations.

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 - 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.

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, the Order Form and the relations between the Parties are governed by German law, and exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

34.2 In case of any dispute relating to these Conditions and/or the Order Forms and their continued effects, the Parties will use their best efforts to resolve their dispute amicably.

34.3 Any dispute which ArianeGroup and the Supplier having its registered corporate seat inside the European Union are unable to resolve failing an amicable agreement within one (1) month from notification thereof, shall be subject to the competence of the District Court (*Landgericht*) of Munich, notwithstanding multiple defendants or actions to enforce a third-party guarantee.

34.4 Any dispute which ArianeGroup and the Supplier having its registered corporate seat outside the European Union are unable to resolve failing an amicable agreement within one (1) month from notification

thereof, shall be finally settled through arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules, notwithstanding multiple defendants or actions to enforce a third-party guarantee.