GENERAL PURCHASING CONDITIONS OF AIRBUS POLAND S.A.

1. Definitions:

The titles of the articles ("Articles") herein are inserted for convenience of reference only and shall not affect the interpretation of these Conditions.

Unless otherwise defined, capitalized terms, singular or plural, used in these Conditions shall have the meaning set out below:

"Airbus" or the **"Purchaser"**	means Airbus Poland S.A. which places the Purchase Order and is identified on the front of the Purchase Order.
"Conditions"	means the terms and conditions of purchase and supply set out herein.
"Deliveries"	means a production of works or the purchase of goods.
"End User"	means the entity designated in the End User Statement as being the end user of the Item.
"End User Statement"	means the statement provided by Airbus identifying the program on which the Item will be used and the End User.
"Excusable Delay"	has the meaning set out in Article 8.1 (Excusable Delay).
"Export Regulations"	means any national and international laws and regulations including, without limitation, laws and regulations applicable to import, re-export or otherwise transferred technical data or technology to which the Item or any part of the Item may be subject.
"Final Customer"	means any company, individual, government or entity having lawful ownership or lawful usage of the Final Product or Item.
"Force Majeure"	means an event that is unanticipated, unavoidable, and beyond the reasonable control of either Party, including without limitation, an act of God, fire, flood, explosion, earthquake, any act of government, war, insurrection or riot
"General Data Protection Regulation" or **"GDPR"**	means the European Union regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended from

Airbus Poland S.A.
Al. Krakowska 110/114, 02-256 Warszawa, Poland
Tel. (+48 22) 57 72 202, Fax (+48 22) 57 72 203

Sąd Rejonowy dla M. ST. Warszawy w Warszawie, XIII Wydział Gospodarczy
KRS, Nr KRS: 0000070080, Wysokość kapitału zakładowego: 34 078 080,00 zł,
Kapitał wpłacony: 14 000 000,00 zł, NIP 525-00-07-402, BDO: 000006049.

	time to time.
“Item”	means any goods, tooling, material, work or service identified in the Purchase Order and as specified in the Specification forming part of the Purchase Order.
“Non- Excusable Delay”	has the meaning set out in Article 8.2 (Non-Excusable Delay).
“Official Services”	means the national supervisory entities.
“Purchase Order”	means the Specific Conditions, these Conditions and any attachments, which are incorporated by reference, and any amendments to the foregoing documents.
“Parties”	means the Purchaser and the Supplier and **“Party”** shall be construed accordingly.
“Personal Data"	means any information relating to an identified or identifiable natural person an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (as defined in GDPR).
“Public Official”	means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; any official, employee or agent of any public international organization; and any spouse or close family member related thereto.
“Specification”	means the requirements defining the Item, if any, issued by the Purchaser and incorporated in the Purchase Order.
“Specific Conditions”	means the conditions negotiated and agreed between the Purchaser and the Supplier incorporated into and appearing on the front of the Purchase Order including any Specifications.
“Final product”	means the Purchaser’s products and all variants and derivatives thereof, in which the Items (as specified in the Purchase Order) are or could be incorporated.
“Supplier”	means the company, person or entity upon whom the Purchase Order is placed and which is identified on the front of the Purchase Order. The Supplier will be provided, upon request, with any document related to the Purchase Order and referred to herein.

2. Scope

2.1. The following General Purchasing Conditions of Airbus apply to Deliveries from the Supplier as well as to his performance of services.

2.2. Any general terms and conditions of the Supplier deviating from or supplementing these General Purchasing Conditions are non-binding for the Purchaser, even if the Purchaser does not object to them explicitly, or if the Supplier states that he wishes to deliver only according to his general terms and conditions, or if these are included in his declaration of acceptance pursuant to Section 3.1, or the Deliveries note or, as the case may be, the purchase order. Acceptance or payment of Deliveries and Services does not constitute agreement either.

3. Conclusion of Contract

3.1. By accepting herein Conditions the Parties agree that the provisions of the article 66[1] § 1-3 of Polish Civil Code (K.C.) do not apply. The Supplier may accept Purchase Orders of the Purchaser only in the written, document-like or electronic form, within a period of two weeks following receipt of Purchase Order. The receipt of the acceptance by the Purchaser shall be decisive for the observation of the deadline. When the Supplier has previously been approved as Airbus supplier and has had a business relationship with the Purchaser there is no requirement for the Purchaser to receive a declaration of acceptance of the Purchase Order from the Supplier. The Purchase Order shall be deemed to be accepted without reservation by the Supplier after fourteen (14) calendar days, unless the Supplier notifies the Purchaser in writing of its refusal to accept the Purchase Order (tacit acceptance). If the Supplier expressly refuses the Purchase Order, it shall be deemed withdrawn and the Parties may negotiate new terms.

3.2. The Purchase Order cannot be accepted with a stipulation of changes or supplements to its content. The acceptance of orders shall contain all material order data, particularly the exact description of the ordered Deliveries and Services, the commission number, the order date and the Deliveries date. The Supplier shall be responsible for any delays, which result from a breach of these provisions by the Supplier.

3.3. Amendments or changes of orders require the written confirmation of the Purchaser.

3.4. The Supplier is not authorized to subcontract third parties without the prior written consent of the Purchaser. The unauthorized subcontracting of third parties entitles the Purchaser to rescind or terminate the contract in whole or in part and to claim damages.

4. Sub-contracts by the Supplier

4.1. No work on the Purchase Order may be sub-contracted by the Supplier (except as is customary in the trade) nor shall the Purchase Order be assigned or otherwise transferred by the Supplier without the prior written consent of the Purchaser. All sub-contracts shall be the responsibility of the Supplier.

5. Prices

5.1. The agreed prices are fixed prices and exclude subsequent claims or price increases of any kind.

6. Invoicing and Payment

6.1. Invoices of the Supplier shall be submitted in duplicate and shall contain all information required in the Purchase Order for each delivery.

6.2. The Supplier shall send the correct invoices (PDF file only) on the following email address: pl.einvoice@airbus.com. Only the electronic invoice is binding.

6.3. Invoices of the Supplier should contain the order number or at least the Buyer's name. Otherwise, the invoice will be sent back to the Supplier.

6.4. Subject to invoice verification, the Purchaser will effect payments by electronic bank transfer to the Supplier's bank account as notified to the Purchaser. The Purchaser will make payments only for those Deliveries and Services which are delivered / performed in accordance with the terms of the order.

6.5. The agreed upon payment term is stated in the Purchase Order applicable for the respective Services ordered. The Supplier shall use its best endeavors to issue invoices at the time of Deliveries / performance of Services.

6.6. Should the payment day be a Saturday, Sunday or a bank holiday the payment shall be made the following business day.

6.7. Any interest rate for late payment of the Supplier shall be limited to the legal interest rate stipulated in the article art. 4 of the Act on counteracting excessive payment delays in commercial transactions" (consolidated text: Polish Journal of Laws of 2019, item 118, the "Act on counteracting excessive payment delays")

6.8. In the event of a dispute between the parties, the Purchaser shall be entitled to withhold the payment of any disputed invoice until resolution of such dispute.

6.9. The Purchaser and the Supplier undertake to agree on a common standard as regards electronic accounting.

7. Delivery Date, Place of Fulfillment

7.1. Agreed delivery dates and deadlines are binding. Advance Deliveries and advance Services as well as Deliveries and Services after the agreed delivery date are permitted only with the consent of the Purchaser.

7.2. Relevant for the timeliness of Deliveries and Services is the receipt at the receiving place specified by the Purchaser. The Supplier shall notify the Purchaser without undue delay, if and as soon as it becomes apparent that he will be unable to meet the delivery or performance date. The acceptance of late Deliveries or Services by the Purchaser does not contain any waiver of compensation claims.

7.3. If - in the event of delay - the Supplier cannot prove that he is not responsible for the delay, the Purchaser may charge a penalty in respect of each commenced working day of delay amounting to 0.2 % but not exceeding a total of 5% of the total value of the contract. In the event that the appropriate reservation of rights is not made at the time of acceptance of Deliveries, Services or rectification, this penalty may be claimed up until the date of final payment. The Purchaser shall be entitled to charge the penalty in addition to performance. Further rights and claims shall be reserved herewith.

7.4. The Purchaser is not obliged to accept partial Deliveries or Services. In the case of agreed partial Deliveries, the remaining quantity still to be delivered shall be stated in the Deliveries note. Place of fulfillment for the Supplier's Deliveries or Services is the receiving place specified in the order. If no receiving place is specified and it cannot be derived from the nature of the obligatory relationship

either, the branch office of the Purchaser as per the order or, in lack thereof, the company seat of the Purchaser shall be deemed place of fulfillment.

8. Delays

8.1. Excusable Delay. Neither Party shall be responsible for nor be deemed to be in default of its obligations under the Purchase Order to the extent that such default is caused by an "**Excusable Delay**" (Force Majeure). The affected Party undertakes to mitigate the effects of the Excusable Delay. If an Excusable Delay occurs and causes or is likely to cause a delay in the performance by either Party of its obligations under the Purchase Order, such Party shall notify the other Party in writing immediately after becoming aware of such Excusable Delay and provide reasonable evidence of the Excusable Delay. Immediately after the Excusable Delay has ceased and subject to the provisions of Condition 19 "Termination", the affected Party shall, unless otherwise agreed in writing, resume the performance of its obligations.

8.2. Non-Excusable Delay. A delay by the Supplier in the performance of its obligations under the Purchase Order, which does not qualify as an Excusable Delay, shall be a "**Non-Excusable Delay"**. In such event, the Purchaser shall be entitled to:

a. claim liquidated damages of 0,2% of the Purchase Order Price per calendar day of delay, but not exceeding a total of 5% of the total value of the contract, unless otherwise stipulated in the Specific Conditions;
b. and claim, in the event that the amount of damages exceeds the total amount of the above liquidated damages, the full amount of such excess damages in respect of all losses, expenses, costs, claims and other damages incurred by the Purchaser arising from the Non Excusable Delay.

8.3. Point 8.2. applies to each Purchase Order, unless otherwise specified in it.

8.4. The Purchaser's right to claim liquidated damages and other damages is in addition to, and not in substitution of, any rights the Purchaser may have under the Purchase Order or at law including the right of the Purchaser to terminate the Purchase Order pursuant to Article 19.1.

9. Shipment, Transfer of Risk, Export Control, Offset Provisions

9.1. The Supplier shall package, ship, and insure the Deliveries properly and comply with all relevant packaging and shipment provisions. The Supplier shall be liable for all damages, which the Purchaser suffers because of the improper or insufficient packaging, shipping, or insurance.

9.2. Shipping papers such as e.g. Deliveries notes and packing slips shall be included with the Deliveries. All documents shall state the order number and the identification marks stipulated by the Purchaser in the order. No later than on the day of shipping, a shipping notice shall be sent to the Purchaser in advance by fax or e-mail.

9.3. Additional costs, which the Purchaser incurs as a consequence of non-compliance with the above rules, shall be borne by the Supplier.

9.4. In the case of Deliveries without installation or assembly, the risk passes when the goods are received at the receiving place specified by the Purchaser. In the case of Deliveries with installation or assembly, risk passes upon acceptance to be carried out at the place of assembly.

9.5. The Item or part thereof may be subject to Export Regulations. The Parties shall be responsible for complying with all Export Regulations. The Parties acknowledge that diversion contrary to Export Regulations is prohibited. The Supplier shall identify any part of the Item which may be subject to

Export Regulations at the time of the acceptance of the Purchase Order and shall provide the Purchaser and/or the Final Customer with all information concerning such applicable Export Regulations as well as with any assistance they may request in implementing such applicable Export Regulations. Amendments to such information shall be provided by the Supplier in the event of a change of the classification of the Item or in Export Regulations or an envisaged change of the classification by any government.

9.6. The Supplier shall provide a completed Export Control Classification Declaration ("ECCD") as well as a Declaration Control Statement ("DCS") at the time of the first shipment of the Item and the Purchaser will provide an End-User Statement and the program description if necessary prior to the Purchase Order signature.

9.7. Whenever all or part of the Item is subject to Export Regulations, and without prejudice to its obligations under this Article 8, the Supplier shall:

a. obtain in due time, at no cost to the Purchaser, all relevant official approvals, licenses and authorizations (including any necessary Technical Assistance Agreement ("TAA")) required for the worldwide export, delivery and use of the Item by the Purchaser and/or the Final Customer in accordance with the Purchase Order and/or the End-User Statement; and

b. to the extent authorized by law, submit to the Purchaser for review the exact wording of all applications before such applications are submitted to the relevant authority; and

c. advise the Purchaser in writing on a quarterly basis of its progress in obtaining such approvals, licenses and authorizations (including TAA), in the course of the performance of the Purchase Order; and

d. clearly indicate on all controlled technical documents and all delivery documentation the export control classification number and the numbers of all applicable export licenses; and

e. provide the Purchaser, except if prohibited by the applicable Export Regulations, with a copy of all relevant official approvals, licenses and authorizations, including a copy of all provisos that relate to the compliance obligations of the Purchaser, Final Customer and/or the End User, including, but not limited to, any restrictions on sublicensing, any restrictions on retransfer, any requirements for non-disclosure agreements, any limitations on employees, and any other restrictions or conditions that result in authorization being more restrictive or not as broad as contemplated in the authorization or license request and/or the Purchase Order documentation. Provisos that are classified or that do not relate to the compliance obligations of the Purchaser, Final Customer and/or the End-User may be blanked out from the copy supplied to the Purchaser, if so required by the issuing authority.

9.8. In the event that, due to fault or negligence of the Supplier, any Export Regulations would prevent the Supplier from complying with this obligation, the Supplier shall, at its own cost, and within a timeframe compatible with the Purchaser's business needs either:

a. obtain from the relevant authority any authorization, with respect to the Item, necessary for the Purchaser and for the Final Customer, or

b. replace or modify the restricted technology, including redesign and consequential qualifications, so that the Item ceases to infringe the Export Regulations, while fulfilling all requirements defined by the Purchase Order.

If, without any fault or negligence of the Supplier, the competent governmental authority fails to grant a required authorization to the Supplier or if at any time during the term of the Purchase Order the competent governmental authority revokes or suspends such an authorization subsequent to its grant, or grants such an authorization subject to unacceptable conditions, the Purchaser shall be entitled, without incurring any liability whatsoever, to terminate the Purchase Order with immediate effect in whole or in part by giving a written notice to the Supplier in accordance with the Condition 19 "Termination / Suspension".

9.9. The Supplier shall flow down the requirements and responsibilities of this Article 9 as appropriate to its subcontractors at all levels, and obtain relevant information from its subcontractors for transmission to the Purchaser.

9.10. Notwithstanding any other provision of the Purchase Order or any other contract entered into with the Supplier, the Supplier shall be liable for all damages, losses and liabilities incurred by the Purchaser and/or the Final Customer as the result of the Supplier's non-compliance with its obligations under this Condition.

9.11. The Supplier agrees to support the Purchaser in the context of its international offset / industrial cooperation commitments in accordance with any offset terms and conditions specified in the Purchase Order.

10. Compliance with laws and regulations

10.1. The Supplier, warrants, represents and undertakes on an ongoing basis that it shall, and will procure that its executives, employees, agents and subcontractors and any individuals or companies that may be involved in the execution and/or the performance of the Purchase Order shall comply with any and all governmental statutes laws, rules and regulations, including but not limited to export control requirements, environmental laws and regulations, the GDPR and all local and international anti-corruption laws applicable to the performance of its obligations and activities under the Purchase Order.

10.2. Accordingly, in the performance of the Purchase Order, the Supplier shall refrain from:

a. Offering, promising, arranging for or paying, either directly or indirectly, anything of value (including but not limited to monies, gifts and entertainment and special favors) to any individuals, including Public Officials, for the purpose of improperly inducing that individual to perform or fail to perform his/her official duties, or to assist the Supplier or Purchaser in obtaining business, retaining business or securing any improper advantage;

b. Offering or paying unofficial payments to Public Officials to speed up or obtain routine governmental actions (including but not limited to obtaining permits, licenses, or other official documents; processing governmental papers, such as visas and work orders; providing police protection, mail pick-up and delivery, or scheduling auditions associated with contract performance or transit of goods across country);

c. Seeking, accepting, or paying for any confidential, non-public information regarding competitors, tenders and technical specifications, bids and bid prices.

10.3. The Supplier shall ensure that the foregoing provisions are included in all sub-contracts to be entered into with its contractors in accordance with Condition 4 "Sub-Contracts By The Supplier".

10.4. The Supplier shall give notice immediately to the Purchaser of any investigation or legal proceeding initiated against the Supplier by any public authority relating to an alleged violation of applicable laws and regulations with respect to the execution and/or the performance of the Purchase Order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in the performance of the Purchase Order.

10.5. On request from the Purchaser, the Supplier shall demonstrate the means implemented in order to ensure its compliance with anti-corruption Laws and Regulations, and the Purchaser reserves the right to audit the Supplier in order to check the compliance of the Supplier to the applicable anti-corruption laws and regulations. The Purchaser, the Official Services and the Final Customer, as applicable, shall be entitled to inspect the Item at the Supplier's facilities and the Supplier shall grant access to the Purchaser, the Official Services and the Final Customer to its facilities in which the work is being carried out and ensure access to those facilities of its suppliers and subcontractors, if any, at reasonable times. This right of access is more particularly granted to the representatives responsible for following-up the performance of the Item or for audits.

10.6. If the Supplier does not comply with its obligations under this Condition 10, in particular with regards to the anticorruption provisions, the Purchaser then reserves the right to terminate the Purchase Order pursuant to Condition 19 "Termination / Suspension".

10.7. The Supplier, its employees and its sub-contractors shall familiarize themselves with and shall comply with the Purchaser's procedures relating to discipline, fire, health, safety and security when on the Purchaser's premises.

10.8. The Supplier shall provide its employees with and shall ensure that its employees and sub-contractors employees use any protective clothing and safety equipment required.

10.9. In the event and to the extent that Personal Data is collected from one Party ("the Data Controller") and processed or used by the other Party ("the Data Processor") during and for the performance of the Purchase Order, the Parties shall at all times comply with the GDPR, as well as all applicable national Personal Data protection laws and regulations (together referred to as "Data Protection Laws and Regulations") in force during the term of the Purchase Order. The Parties mutually agree to enter into negotiations to determine appropriate measures to ensure compliance of the aforementioned laws when needed. The Supplier shall ensure that herein obligations are included in all contracts/orders which are entered into with its subcontractors in accordance with the provisions of Condition 4 "Sub-Contracts By The Supplier".

10.10. The Supplier shall observe Airbus Defence and Space Provisions on Employee Protection, Environment and Hazardous Material as visible on the Airbus Group webpage https://www.airbus.com/be-an-airbus-supplier.html. On request, the Purchaser shall provide the Supplier with a printed copy of these provisions in the English language.

11. Rights of the Purchaser in case of defects

11.1. The Supplier shall be responsible for defects of the Deliveries under a purchase agreement or a contract to produce a work for a period of three years from the transfer of risk. In deviation from sentence 1, the limitation period for buildings and for works, whose results consist in the rendering of planning or monitoring Services for this purpose, shall last for six years after acceptance.

11.2. The Purchaser will notify the Supplier in writing without undue delay about any defects as soon as these are determined during the ordinary course of business. Insofar, the Supplier waives the objection of late complaint of defects.

11.3. The Purchaser shall be entitled to the statutory claims for defects without restrictions. The Purchaser shall have the right, at its option, to demand from the Supplier to rectify the defect or deliver an item free of defect or, as the case may be, the production of a new work. The right to claim damages, particularly the right to claim damages instead of performance, shall remain explicitly reserved.

11.4. In addition to the statutory claims, the Purchaser may in the case of a defect, after the fruitless expiration of a reasonable period set by the Purchaser for subsequent performance, rectify the defect itself and demand reimbursement of the necessary expenses, unless the Supplier has a right to refuse subsequent performance. In this respect, the statutory provision pertaining to self-remediation for contracts to produce a work (Section 480 K.C.) shall apply to purchase agreements accordingly. The Purchaser may demand advance payment from the Supplier for the expenses required to rectify the defect.

12. Rights of the Purchaser in case of breach of Services

12.1. Notwithstanding Section 11, the statutory rights of the Purchaser shall apply in case of breach of Services**.**

13. Provision of Materials

13.1. All documents and objects of any kind provided to the Supplier by the Purchaser remain the property of the Purchaser. They may be used exclusively for providing the ordered Deliveries or Services. The Supplier shall insure all objects provided to him against loss and deterioration. The Supplier does not have any retention right with respect to the objects of the Purchaser.

13.2. To the extent that objects provided by the Purchaser are processed or transformed by the Supplier into a new movable object, the Purchaser is deemed to be the manufacturer. In the case of a connection or inseparable mixing with other objects, the Purchaser acquires joint ownership in the new object in proportion of the value, which the objects had at the time of connection or mixing. If the connection or mixing occurs in a manner, where the objects of the Supplier have to be considered the main object, it shall be agreed that the Supplier transfers proportional joint ownership to the Purchaser, while the Supplier stores the joint ownership for the Purchaser free of charge.

13.3. The Supplier shall carry out any maintenance and inspection work that may be necessary at his own expense and shall insure the provided objects sufficiently and prove this to the Purchaser upon request.

14. Confidentiality

14.1. Any and all information relating to the Purchase Order and communicated by the Purchaser to the Supplier, or to which the Supplier may have access in connection with the Purchase Order, and/or any information in any form, on any medium, which is declared as being confidential or which can reasonably be regarded as confidential because it is by its nature, commercially sensitive or is manifestly of a confidential nature shall be referred to as “Confidential Information”.

14.2. The Supplier shall use Confidential Information exclusively for the purposes of the Purchase Order. Disclosure of Confidential Information to the Supplier's personnel shall be for the purpose of performance of this Purchase Order only and shall be on a strictly need-to-know basis. The Supplier shall not disclose any Confidential Information to any third party without the Purchaser's prior written consent.

14.3. The Supplier shall be under no obligation of confidentiality if it can prove that the Confidential Information was (i) already publicly known when the Supplier gained access to it or (ii) that it became publicly known through no fault of the Supplier after it gained access to it or (iii) that the Supplier was able to lawfully gain access to the Confidential Information.

14.4. The obligations herein relating to confidentiality shall remain in full force and effect for the duration of any Purchase Order and continue for a period of ten (10) years after the expiry or termination of the Purchase Order.

14.5. Neither Party shall make any news release or public announcement referring to the Purchase Order, nor use, reproduce or imitate for any purpose whatsoever any of the filed, registered or unregistered trademarks of the other Party, including its company names, associated logos, program names or logos associated with its products or services, unless a prior written consent is given by the other Party.

15. Spare Parts, Readiness to Deliver

15.1. The Supplier shall supply spare parts to the Purchaser under fair and reasonable conditions throughout the period of the usual technical lifetime, but in any case for a period of at least ten years after the last Deliveries.

15.2. If the Supplier discontinues the Deliveries after expiration of the period set forth in Section 15.1 or during that period, he shall provide the Purchaser with the opportunity for a last order under fair and reasonable conditions.

16. Intellectual Property Rights

16.1. All intellectual property created as a result of the work undertaken by the Supplier or its sub-contractors for the purpose of the Purchase Order, or for the supply of the Items, shall automatically be transferred to the Purchaser and all such rights shall vest in and be the sole property of the Purchaser. If, however, by operation of law, the Supplier is deemed the owner to the rights for such newly created intellectual property, the Supplier hereby grants to the Purchaser, and will cause its employees, agents and contractors to grant to the Purchaser as soon as created and in consideration of the price set forth in the Purchase Order, an irrevocable, royalty free, transferrable, worldwide license for full exploitation rights of the created intellectual property including the right of reproduction in any form, language, format and medium, the right of distribution in part or in whole including the right to sell, loan, rent, distribute, download by any means and in any language, the right to modify, adapt, improve, correct and translate in any form and language, and interface with any other item, including the right to sub-license all the above-mentioned rights.

16.2. The Supplier undertakes to execute any assignment or other documentation necessary to give effect to the transfer of the intellectual property created as a result of the work undertaken by the Supplier or its sub-contractors for the purpose of the Purchase Order to the Purchaser.

16.3. The Supplier hereby grants to the Purchaser, at no additional charge beyond the price specified on the Purchase Order, an irrevocable, nonexclusive and worldwide license to hold, use and sub-

license for the benefit of third parties all relevant Supplier's background intellectual property necessary for the performance of the Purchase Order or the use of the Item for the duration of the rights, which the Supplier shall ensure lasts at a minimum for the duration of the Purchaser's reasonable intended use of the Items. The Supplier grants the Purchaser the right to sub-license all the above-mentioned rights.

16.4. In addition, and in the case of customized or altered off-the-shelf Items and non-off-the-shelf Items, such license granted by the Supplier to the Purchaser shall include for the Purchaser the right of reproduction in any form, language, format and medium, the right of distribution in part or in whole including the right to sell, loan, rent, distribute, download by any means and in any language, the right to modify, adapt, improve, correct and translate in any form and language, and interface with any other item. The Supplier grants the Purchaser the right to sub-license all the above-mentioned rights.

16.5. It is the responsibility of the Supplier to avoid the use, in any manner and for any purpose, throughout its contractual chain, of an OSS (Open Source Software) component that would result in a viral/contamination effect of the software produced and/or delivered in the frame of the Purchase Order. The Supplier shall request the authorization from the Purchaser to introduce OSS components under OSS license for the purpose of the software to be delivered.

16.6. Infringement Indemnity. With respect to any third party claims, suits or actions relating to the infringement or alleged infringement of any intellectual property rights of a third party in relation to the Items purchased or the Purchase Order, the Supplier shall defend, fully indemnify and hold harmless the Purchaser, its agents, successors and assigns, against any and all costs, losses, damages, liabilities, expenses (including legal fees), fines or other financial sanctions or loss of profit which may be incurred as a result of any alleged or proven infringement. The Supplier shall promptly inform the Purchaser of any dispute or claim (legal or otherwise) that arises with a third party and the substance of such dispute or claim. The Parties shall consult closely in relation to defending such claims, suits and actions.

17. Product Liability; Infringement of Rights of Third Parties

17.1. The Supplier shall meticulously examine its Deliveries for defects and undertakes to do everything feasible in order to avoid any product liability. If the Purchaser is held responsible by a third party because of the defectiveness of a product and if the defectiveness is due entirely or in part to a defect of the Supplier's Deliveries, the Purchaser may instead of compensation of all losses also demand indemnification vis-à-vis the third party. The Supplier's obligation to pay damages shall also include the costs of a precautionary recall measure in order to prevent damage, if this is appropriate.

17.2. The Supplier shall indemnify the Purchaser against any liability based on claims that the Deliveries and Services of the Supplier intentionally or negligently infringe any third-party rights. In this case, the Supplier shall indemnify and hold harmless the Purchaser on first written demand from all cost, expenses and payment obligations arising from the infringement. The Purchaser shall refrain from concluding any agreements with the third party related to the infringement, in particular from any settlement agreement, without the Supplier's prior approval.

18. Employee Protection, Environment and Hazardous Materials

18.1. The Supplier shall observe Airbus Group´s provisions on Employee Protection, Environment and Hazardous Materials ("Airbus Group Provisions on Employee Protection, Environment and Hazardous Material") as visible on the homepage of Airbus Group (www.airbusgroup.com) in the section "For suppliers". On request, the Purchaser shall provide the Supplier with a printed copy of these provisions in the German or the English language.

18.2. The Supplier shall also observe Airbus Group´s provisions on Corporate Social Responsibility in Sourcing ("Airbus Group CSR Sourcing Provisions") as visible on the homepage of Airbus Group (www.airbusgroup.com) in the section "For suppliers". On request, the Purchaser shall provide the Supplier with a printed copy of these provisions.

18.3. The Supplier shall employ only such employees for works at the Purchaser who have the qualification required for this work. The Supplier shall make corresponding proof available to the Purchaser upon request with short notice for a sample examination.

19. Termination / Suspension

19.1. For Supplier's Default. In the event the Supplier breaches or fails to comply with one or more of its obligations herein, the Purchaser may give the Supplier written notice of such breach or non-compliance at any time thereafter. The Supplier shall remedy such breach or noncompliance within twenty-eight (28) days from the date of such notice. If the Supplier does not remedy the breach or non-compliance within the said twenty-eight (28) days or if the breach is not capable of remedy then the Purchaser shall, without incurring any liability whatsoever, have the right to immediately terminate the Purchase Order in progress (in whole or in part) by giving written notice of termination to the Supplier to that effect, without prejudice to the Purchaser's rights to claim damages and/or any other remedies which the Purchaser may have at law and/or under the Purchase Order. The provisions of Article 19.4 "Termination Procedures" below shall apply and the termination account shall proceed accordingly.

19.2. For Excusable Delay. In the event that an Excusable Delay exceeds or is expected to exceed thirty (30) days following the occurrence of the cause thereof, each Party shall be entitled to terminate forthwith the Purchase Order, or any part thereof, by giving written notice of termination to the other Party, without incurring any liability whatsoever.

19.3. Termination without Supplier's Default/Cancellation of Purchase Order. The Purchaser may terminate the Purchase Order (in whole or in part) without fault of the Supplier, by giving a written notice of termination to the Supplier, without incurring any liability whatsoever and the termination account shall proceed accordingly. In the event of order cancellation, when the Supplier demonstrates that it has started the order execution and incurred costs on this account, The Purchaser retains the right to withdraw the order, provided that direct costs are covered (shall cover direct losses, not lost earnings).

19.4. Termination Procedures. As of the effective date of termination, the Supplier undertakes to cease all further performance related to the terminated Purchase Order (unless otherwise instructed by the Purchaser) and the Supplier shall comply with all directions or instructions regarding the Items which the Purchaser provides to the Supplier.

19.5. Termination for Supplier's Default. The Supplier shall be liable for all losses, expenses, costs, claims and damages incurred by the Purchaser as a result of a breach by the Supplier of this Purchase Order or of the Conditions. The Supplier shall indemnify the Purchaser in full against any losses,

expenses, costs, claims or damages whatsoever (including without limitation legal costs) resulting from the negligence, willful misconduct, breach of contract or breach of statutory duty caused by the acts or omissions of the Supplier, its employees, sub-contractors or agents in performance of the Purchase Order or in connection with any defect in an Item.

19.6. Termination for Excusable Delay/without Supplier's Default. The Purchaser and the Supplier shall agree a fair and reasonable price for all work done and material purchased for the purpose of carrying out work on the Purchase Order up to the date of termination. In order to agree such price, the Supplier shall submit an account to the Purchaser within three (3) months from the date of termination in a form satisfactory to the Purchaser. The agreed price, together with any sums paid or due to the Supplier under the Purchase Order before the effective date of termination shall not exceed the total price of the Items under the Purchase Order and such payments shall be the Purchaser's sole liability in respect of the termination.

19.7. Any termination of the Purchase Order by the Purchaser for whatever reason shall be without prejudice to any rights or remedies which may have accrued to the Purchaser prior to termination and the Purchaser shall use its reasonable endeavors to mitigate its loss on any termination.

19.8. Surviving Articles. All Articles in the Purchase Order and these Conditions which by their nature should survive expiry or termination of the Purchase Order shall remain in full force and effect after such expiry or termination.

19.9. Suspension. The Purchaser reserves the right to request at any moment that all or part of the work under the Purchase Order be stopped for a maximum period of six (6) months or rescheduled, without having to indemnify the Supplier for expenses that may result from this suspension or rescheduling.

20. Final Provisions

20.1. The laws of Poland excluding the provisions of the UN Convention on the International Sale of Goods (CISG) shall apply to all legal relationships between the Purchaser and the Supplier.

20.2. Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, the Purchaser may terminate the contract and/or any purchase orders issued there under. In the event of termination the Purchaser may continue to utilize existing facilities, Deliveries or Services already performed by the Supplier in exchange for reasonable payment.

20.3. If the Parties fail to resolve amicably the Dispute, then such Dispute shall be finally determined and settled by common court having jurisdiction over the registered seat of Purchaser. The Purchaser is furthermore entitled to file a claim against the Supplier at any other place of general or special jurisdiction.

20.4. Changes and amendments to these General Purchasing Conditions as well as side agreements require the written form. This shall also apply to any waiver of this written-form clause.

20.5. If any of the above provisions should be or become ineffective, the validity of the remaining provisions shall remain unaffected. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.

20.6. Notice. Unless otherwise specified, all notices and communications between the Purchaser and the Supplier in respect of the Purchase Order shall be in writing and sent by hand, mail, electronic mail, facsimile, or messenger service to the Procurement Department at the Purchaser's facility

identified in the Specific Conditions. The date of delivery of any such notice or communication shall be the date of dispatch, if delivered by hand, electronic mail, facsimile or messenger service, or five (5) days after mailing, if delivered by mail.

20.7. Failure or delay at any time by either Party to enforce any provision of the Purchase Order, or any part thereof, shall not constitute a waiver of such provision or affect the validity of the Purchase Order or any part thereof, nor prejudice the right of the affected Party to enforce such provision at a subsequent time.

20.8. **Severability**. Any provision of the Purchase Order prohibited by, or unlawful or unenforceable under the applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the Purchase Order and replaced with another provision having substantially the same effect without it modifying the remaining provisions his Purchase Order constitutes the entire agreement between the Parties in relation to its subject matter. It replaces and extinguishes all prior agreements, draft agreements, arrangements, collateral warranties, collateral contracts, statements, assurances, representations and undertakings of any nature made by or on behalf of the Parties, whether oral or written, in relation to that subject matter.

20.9. Each Party acknowledges that in entering into this Purchase Order it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject matter of this Purchase Order at any time before its signature (together "Pre-Contractual Statements"), other than those which are set out in this Purchase Order. Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.

20.10. Nothing in this Article 20 shall exclude or restrict the liability of either Party arising out of its pre-contract fraud or fraudulent misrepresentation.

20.11. Pursuant to the article art. 4c of the Act on counteracting excessive payment delays, the Principal declares that has the status of a large enterprise within the meaning of the said Act.

20.12. The Purchaser shall be entitled to assign or transfer at any time all or part of its rights, warranties, benefits, remedies and obligations under the Purchase Order to any third party. The Supplier shall not assign or transfer any of its benefits, rights, remedies and/or obligations under the Purchase Order to a third party without the prior written consent of the Purchaser.

20.13. Amendments. The Purchase Order including these Conditions shall not be amended except by specific agreement in writing (including changes and amendments to this Article), signed by duly authorized representatives of the Parties.

20.14. These Conditions have been drawn up in English and only this language version shall be deemed authentic. Any translation of these Conditions into a language other than English shall be for information purposes only. All notices, correspondence, communication and documentation to be issued, exchanged or delivered to either Party in connection with this Purchase Order shall be in English or in Polish.