

JCB Aero General Terms of Purchase

1 – Preamble : The special terms specified on any purchase order shall prevail on the present GTP that prevail in their turn on the terms of sale of the supplier.

An acknowledgement of receipt of the order is required. It will have to be sent in writing by fax or email and received by JCB within 8 days from the date of the PO. If no reply is received within the time limits, the acknowledgement of receipt of the PO shall be replaced by the order confirmation without any possible contradiction enforceable against JCB Aero.

These General Terms of Purchase ("GTP") apply to the fulfillment of all contracts concerning purchasing by JCB Aero.

JCB Aero does not recognize any differing prices and conditions (technical, commercial, administrative...) proposed by our supplier unless JCB Aero explicitly consents to their applicability in writing and /or with an amendment to the initial order.

2 – Delivery / Invoicing : Delivery is due to the address specified in the PO during JCB Aero working hours. Unless otherwise stated, orders shall be grouped as much as possible to avoid partial shipments (failure to heed these instructions shall result in the deduction of non agreed costs from Supplier's invoice).

Compulsory references : each delivery note and invoice concerning one order shall include order number, the position number and reference number that shall be clearly and readily stated.

A delivery note shall be drawn up and included in each shipment with the goods together with a copy of the invoice. The original invoice shall be sent to the address as stated in PO.

Unless otherwise stated on order, the goods in order shall be delivered with the following certificates (new parts) :

- Non-standard Equipment and spare parts: original EASA Form 1, FAA 8130-3 or TCA 24-0078 delivered by the original supplier or certified copy pursuant to EASA specifications in case of different batches.
- Standard parts (in conformity with an international standard or defined as such by manufacturer): original C of C of manufacturer (pursuant to standard NF L00-015) or certified copy pursuant to EASA specifications in case of various batches.
- Ingredients and raw materials: original C of C of manufacturer or certified copy pursuant to EASA specifications in case of batches + security data sheet + technical sheet.
- Tooling and test bench : original C of C of manufacturer and calibration certificate for supplies subject to periodic audits.

Suppliers from European Community countries shall mention JCB Aero's individual intra-Community VAT identification number on the invoice form: FR77401027057.

Unless otherwise specified on PO, delivery conditions are due DDP Auch France.

Packaging shall not be charged unless otherwise specified on the quotation. All goods shall be packed adequately and securely to avoid damage during transport. JCB Aero shall charge the supplier with any additional cost due to inadequate packaging.

Goods must fully comply with the order specifications. If not, goods are deemed to be rejected and returned back with postage due and JCB Aero will be issued a credit note.

3 – Prices : the prices agreed on PO are fixed prices and non revisable, inclusive of conditioning packaging and shipment of the goods in accordance with the Incoterm as specified in the PO.

4- Delivery times : Delivery dates mentioned on the PO are binding.

Delay: the Supplier shall immediately notify JCB Aero in case of any possible delay to the date as set out in the PO, and shall be obligated to do the utmost to make up for such delay at its own expenses. JCB Aero shall be thus entitled to demand express delivery at the supplier's own expenses.

JCB Aero has the right to cancel any order (or partial shipment) if the supplier is unable to deliver the supplies on the date as set out on the PO or to demand liquidated damages for late delivery unless in the event of force majeure.

In case of delivery before the date set in the PO, invoices shall be paid according to the date initially contracted. Furthermore, JCB Aero is not obliged to accept a delivery more than 2 weeks before the delivery date set in the PO and is entitled to send those goods back at the Supplier's expenses.

JCB Aero shall be entitled to perform visits at the premises of the Supplier to observe order progress and eventually, to cancel or reduce the order should the Supplier refuse or is unable to comply with its technical and commercial obligations.

5 – Intellectual and Material Property : Title to all supplies related to an order passes to JCB Aero after acceptance by controllers at JCB Aero's delivery point, no retention of title clause shall be enforceable against JCB Aero.

- All rights and obligations to the supplies cannot be assigned partially or totally to third parties unless JCB Aero provides a written approval.
- All drawings, data or means (samples, patterns, tools etc...) furnished by the Supplier under contract shall be owned by JCB Aero solely together with all rights to the reproduction or other use unless otherwise approved by JCB Aero. All the supplies designed in accordance with our specifications, drawings, tools, together with supplies subject to industrial property rights shall be furnished to JCB Aero solely and in no case to third parties. Such supplies shall not be lent or demonstrated for such parties. Drawings, data and means designed by the Supplier on behalf of JCB Aero and at JCB Aero's expenses shall only be used for the fulfillment of JCB Aero's order. Such supplies shall be stamped or marked in order to bear the property of JCB Aero and returned in good order at first request.
- The Supplier shall be responsible for the storage, preservation and security of raw materials, equipment, tooling, and data furnished by JCB Aero and consequently subscribe to the necessary insurances.

6 – Confidentiality : All Supplies manufactured according to JCB Aero's drawings, models or technical specifications shall not be disclosed without prior authorization in writing by JCB Aero.

Supplier shall not disclose to third parties any documents and materials supplied by JCB Aero.

A confidentiality agreement may be linked to such PO.

7 – Control and Quality assurance : Supplier shall be responsible for and ensure the conformity of supplies and services with relevant applicable regulations. The Supplier's quality control shall affix its stamp along with the related data or/and any notified documentation. Any possible supervision or controls performed by the Authorities or by JCB Aero shall not release Supplier of its responsibility. Supplier must deliver copies of all documentation and certificates requested as per aviation regulations (EASA, FAA...) and/or certification statements. Supplier shall also include the original accompanying documents requested along with the delivered goods. The Supplier shall inform in writing about any difficulty in respecting the quality requirements stated on PO. JCB Aero and aviation authorities shall be entitled to perform reviews, quality audits or evaluations at the premises of the Supplier or its partners if applicable. The supplier agrees to provide the necessary support required for performance of the order: technical files, procedures, set of documents, drawings, charts, tooling, together with the computer files

In case of subcontracting, a quality insurance plan naming the specific clauses shall be set up between the two companies.

8 – Responsibility and guarantee : The Supplier warrants that its supplies possess all warranted characteristics for prescribed performance and specifications, and will be carried on in respect of the specific rules

Shelf life products : in case of shelf life products or products including such characteristics, the Supplier shall notify on:

- Arrangements for the safe storage of such products
- The total validity period before use from the date of production
- The expiration date clearly and indelibly affixed on the protecting part of the package containing the product
- All shelf life products, without any exception, shall not have reached their service life by less than 80% when delivered at JCB Aero. The certificate of the conformity of origin delivered by the manufacturer shall be binding. Any non conforming products shall be rejected.

9 – Terms of Payment : Invoices shall be paid by check or bank transfer at 45 days end of month or 60 net days, unless otherwise stated. All claims for payment require a corresponding invoice. Payments are subject to conformity of the goods or services and invoices with the corresponding terms of the PO.

10 – Environmental Protection : The Supplier is committed to provide notification for the environmental aspects of the - product or services contracted such as information linked to regulations, transport, handling, packaging, storage, use and withdrawal of supplies, and lastly notification for "last time buy" options for any obsolete end items and their components resulting from changes in the regulations.

The Supplier is committed to provide the last version of the safety data sheet (FDS) for concerned supplies and warrant the accuracy of the content of such sheet.

By means of the regulation referred to as REACH (registration evaluation authorization of chemicals), the Supplier is committed to inform JCB Aero of the presence of substances that are candidates for authorization and defined pursuant to article 59.1 of the regulation (list available on the site of the European Chemicals Agency: <http://echa.europa.eu>)

11 - The French law is authoritative : exclusive place of jurisdiction for all disputes is the tribunal in Auch.