

## Purchase order

PO number	<b>7100038371</b>
PO Date	15.12.2023
Contact person	YU Tong
Telephone	+86 10
Fax number	+86 10
Address of correspondence	Beijing
Billing address	Airbus China E-Manag.& Serv. Attn: Ms. Wang Liying Telephone: +86 10 8047 5275 5, Tian Zhu Dong Lu Tian Zhu Airport Industrial Zone Shun Yi District, BEIJING 101312, CHINA

Your vendor number with us **34344358**

**CHINA COMFORT INTERNATIONAL  
MICE SERVICE CO LTD  
15F RUICHEN INTERNATIONAL CENTER  
13 NONGZHANGUAN NANLU  
100125 BEIJING**

Please deliver to:

**Company  
Airbus China Enterprise Management  
& Service Company Ltd  
5 Tian Zhu East Rd. Tianwei Er Jie  
101312 BEIJING-Shun Yi District**

Our reference **NA**

Curr. **CNY**

We require your acknowledgment with regard to the following items:

Item	Material order qty.	Unit	Description	Price per unit	Net Value
<i>00010</i>			All staff symposium uniform		
	169,303			1.00	169,303.00
Deliv. date 09.02.2024					
Total net value incl. tax in CNY					169,303.00
Payment Terms	Payment 30 days				

## General Terms and Conditions of Airbus China for Procurement of Goods and/or Work (Including Services)

### Contents

- A. GENERAL PROVISIONS
- 1. DEFINITIONS
- 2. COMING INTO EXISTENCE OF AGREEMENT
- 3. EXECUTION OF SUPPLIES OF GOODS, WORK AND/OR SERVICES
- 4. CONTRACT PRICE AND TERMS OF PAYMENT
- 5. RIGHT OF AUDIT AND INSPECTION
- 6. FAILURE
- 7. LIABILITY AND INSURANCE
- 8. INTELLECTUAL PROPERTY RIGHTS
- 9. EXPORT CONTROL
- 10. FORCE MAJEURE
- 11. TERMINATION
- 12. ASSIGNMENT OF RIGHTS AND/OR OBLIGATIONS AND SUBCONTRACTING
- 13. CONFIDENTIALITY
- 14. LEGISLATION AND REGULATIONS, SAFETY AND ENVIRONMENT, BUSINESS PRINCIPLES
- 15. APPLICABLE LAW, DISPUTE RESOLUTION AND LANGUAGE
- 16. ANTI-CORRUPTION
- B. SUPPLEMENTARY PROVISIONS GOVERNING EXECUTION OF WORK
- 17. CONTRACTOR, SUBCONTRACTOR(S) AND PERSONNEL
- 18. MATERIALS AND EQUIPMENT
- 19. WORK SITE
- 20. MODIFICATION OF WORK (INCLUDING ADDITIONAL OR LESS WORK)
- 21. ACCEPTANCE OF WORK
- 22. WARRANTY ON WORK
- 23. RISK / TRANSFER OF TITLE / DELIVERY / INCOTERMS
- 24. MODIFICATIONS
- 25. WARRANTY ON GOODS DELIVERED

Annex 1,  
Annex 2,

### **A. GENERAL PROVISIONS**

#### 1. DEFINITIONS

For the purposes of these General Terms and Conditions and all related documents, the following terms shall have the following meanings.

The definition of a term in the singular also covers the plural form and vice versa, as the context requires.  
**Agreement** - The agreement (or contract) concluded in writing between the Company and the Contractor to which the General Conditions have been declared applicable, including all appendices belonging thereto such as specifications and/or drawings and the Execution Schedule, if any.

**cARD or Contractual Applicable Documents List** - The list of procedures, instructions, manuals and any other documents, which are:

- (i) in the cLIP Tool within the contract workspace related to the Agreement or the Order;
- (ii) called up by a requirement of the cARL; and
- (iii) labelled "business mandatory" in the cLIP Tool.

**cARD or Contractual Applicable Requirements List** - The list defining which of the Company's supplier requirements apply to the performance of the Agreement and/or the Order by the Contractor, as set out in the cARD defined in the cLIP Tool within the contract workspace related to the Agreement and/or the Order.

**cLIP Tool** - means the Airbus' cARD and cARL repository and collaboration tool as such tool can be accessed and used by the Contractor through Airbus Supply Portal.

**Company** - Each entity, listed in the Annex 1 of these General Conditions, which is the party to the Agreement and/or the Order.

**Contractor** - The party with which the Company has concluded the Agreement and/or placed the Order.

**Contract Price** - The total amount of the consideration payable by the Company to the Contractor for the execution of the Supplies of Goods and/or the Work.

**Equipment** - All tools, instruments, means of transport, auxiliary machines and other means and instruments required for the proper execution of the Work and for carrying out the ancillary tasks required therefore, other than Materials.

**Execution Schedule** - The schedule that has been approved by the Company and that states the sequence of and the time allowed for the execution of the Supplies of Goods and/or the Work or parts thereof, the delivery date of the Goods and/or the completion date of the Work, and the supply of Materials and the Equipment and Personnel to be deployed in the Work.

**General Conditions** - The present "General Terms and Conditions for the Procurement of Goods and/or Work (Including Services).

**Goods** - The goods to be supplied under the Agreement and/or the Order.

**Item** - Any Goods, Material, Work or service identified and specified in the Specification forming part of the Order and/or the Agreement.

**Materials** - All materials, raw materials, components, devices or other independent or accessory parts of goods of any nature whatsoever forming part of or intended to form part of the Work.

**Order** - The purchase order placed by the Company with the Contractor for the Supplies of Goods and/or the Work.

**Personnel** - Any person working on the execution of the Supplies of Goods and/or the Work under the supervision and responsibility of the Contractor or its Subcontractor(s), whether in the employment of the Contractor or its Subcontractor(s) or otherwise.

**Public official** - an elected 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** - The requirements defining the Item, if any, issued by the Company and incorporated in the Order and/or the Agreement.

**Subcontract** - Any agreement concluded between the Contractor and a Subcontractor or between Subcontractors in connection with the execution of part of the Supplies of Goods and/or the Work.

**Subcontractor** - Any party other than the Company with which the Contractor has either directly or indirectly concluded the Subcontract.

**Supplies of Goods and/or the Work** - The Work or the Supplies of Goods to be executed by the Contractor under the Agreement and/or the Order.

**Work** - The performance of activities, rendering of services and/or the realisation of a material work, which may include the supply of Materials and/or Equipment under the Agreement and/or the Order.

**Work Site** - The site owned or in use by the Company where the Work is to be executed pursuant to the Agreement and any site designated as such by the Company in connection with the Work.

#### 2. COMING INTO EXISTENCE OF AGREEMENT

- 2.1 The Contractor shall not derive any rights from oral agreements unless they have been confirmed by the Company in writing.
- 2.2 The General Conditions form part of the Agreement. Variations from the General Conditions shall be valid only if and insofar as they have been expressly accepted by the Company in writing, except that the parties hereto expressly agree that for the purpose of modifying the cARL or the cARD, the agreement of the parties, as recorded in the cLIP Tool, shall be deemed an amendment to the General Conditions, and shall not require a specific written instrument signed by the Company or the Contractor. Unless expressly otherwise stated by the Company in the Agreement, any other terms and conditions to which the Contractor refers in its offer, order confirmation or any other document are expressly rejected and shall not be applicable to the Agreement.
- 2.3 If the Contractor starts executing the Supplies of Goods and/or the Work without having received a written order to do so from the Company, it shall be doing so for its own account and at its own risk. The Company shall not be liable to pay any remuneration whatsoever on such account and may demand that the Work and/or Goods be restored to their original state and condition.
- 2.4 In the event of any errors or inconsistencies in parts of the Agreement or in other information furnished by or on behalf of the Company, the Contractor shall inform the Company thereof and consult with the Company before commencing to carry out the Supplies of Goods and/or the Work.
- 2.5 Communication in writing includes communication by electronic means provided this is done in the manner indicated by the Company.

#### 3. EXECUTION OF SUPPLIES OF GOODS, WORK AND/OR SERVICES

- 3.1 The Contractor warrants that the Supplies of Goods and/or the Work shall be executed:

- In accordance with the applicable legislation and regulations;
- With due diligence, care, skill and knowledge;
- With sufficient, qualified and competent personnel (including any Designated Persons as set out in the Agreement);
- In accordance with the provisions of the Agreement and/or the Order;
- In accordance with standards of sound workmanship and without faults and defects;
- In accordance with generally accepted industrial principles and standards; and
- In accordance with the reasonable expectations of the Company in respect of (inter alia) the properties, quality and reliability of the Supplies of Goods and/or the Work with a view to their intended use in so far as such use is known or should in reason have been known to the Contractor.

3.2 If the Company so requests, the Contractor shall submit detailed progress reports to the Company following the latter's directions with respect thereto.

3.3 The Contractor shall forthwith inform the Company in writing of any circumstance, which may affect or prevent the performance of the Agreement and/or the Order. If the Company suspects the existence of such a circumstance, either as a result of said information or on other reasonable grounds, the Company may take all necessary measures that are reasonable with a view to the Company's interests, without prejudice to the Company's other rights and remedies.

3.4 The Company shall moreover have the right to intervene and stop the execution of the Supplies of Goods and/or the Work with immediate effect if the activities are carried out in violation of any regulations in the field of safety, health, welfare and the environment.

3.5 In the event of any delay in the progress of the Supplies of Goods and/or the Work due to the reason that can be attributable to the Contractor, the Contractor shall deploy such additional Equipment and/or Personnel as are needed to make up for the delay. The additional costs entailed thereby shall fall on the Contractor.

3.6 The Contractor shall collect all the information that is necessary to carry out the Supplies of Goods and/or the Work, e.g. information on the nature of the Supplies of Goods and/or the Work, local circumstances and facilities, working conditions, safety requirements and other regulations. The Contractor shall not be released from any of its obligations under the Agreement and/or the Order if any information obtained from third parties turns out to be incorrect.

3.7 Unless otherwise agreed, the Contractor shall check all information furnished by or on behalf of the Company for accuracy. If any inaccuracies are detected the Contractor shall forthwith notify the Company thereof in writing.

3.8 The Contractor is responsible for obtaining any and all permits and licenses required for entering into and performance of the Agreement and/or the Order, the Supplies of Goods and/or the Work and for the deployment of Personnel and for possessing, bringing into action, using, removing and/or disposing of Materials and Equipment, with the exception of permits and licenses which the Company has undertaken to obtain.

3.9 The Company may give the Contractor directions concerning the execution of the Supplies of Goods and/or the Work and the results to be achieved pursuant to the Agreement and/or the Order, but the Contractor shall at all times remain responsible for and have the control, supervision and management of the methods and manners to be used in order to achieve such results.

3.10 The Contractor undertakes that it shall sign and comply with Airbus' Supplier Code of Conduct, a current version of which is attached to the General Conditions as Annex 2. The Contractor hereby acknowledges and confirms that Airbus' Supplier Code of Conduct may be updated from time to time, and the Contractor shall sign and comply with the updated version.

### 3.11 Quality Requirements

**Quality Management System.** The Contractor shall ensure its Quality Management System (QMS) complies with Airbus' requirements specified in Airbus' general requirements on the Contractor as provided to the Contractor upon request, and in the specific conditions in the Order. The Contractor's QMS shall comply with the requirements of IATF 16949 standard 9100 or 9120, if applicable to the Item. For some general procurement Items and some low-risk aircraft-related Items, another QMS (e.g. ISO9001) might be acceptable, if agreed to in writing by the Company. The Contractor shall ensure that the Order is carried out in compliance with the quality requirements of its QMS approval, as specified above. If the Contractor is a Production Organization Approval ("POA") holder or equivalent, it shall ensure that the Order is carried out in conformity with the quality requirements of its approval.

**Quality Requirements in cLIP Tool.** With respect to the aircraft-related Items, the Contractor shall, at all times, comply with the latest version of the cARL and related cADL agreed between the parties and recorded in the cLIP Tool. The Company shall notify the Contractor via electronic transmission through the cLIP Tool of any update, addition or deletion of a requirement in the cARL or of any update, addition or deletion of an applicable document in the cADL. Upon notification from the Company of an update, addition or deletion of a requirement in the cARL or of an update, addition or deletion of a document in the cADL, the Contractor shall review the proposed change to the cARL and/or cADL. Upon agreement between the parties, the updated, new and/or deleted requirement of the cARL and/or the updated, new and/or deleted applicable document of the cADL shall be recorded within the cLIP Tool.

**Approved Sources.** The Contractor shall ensure that all standard parts, specified items, special processes and test methods used for the manufacturing of aeronautical Items are purchased from Airbus-approved sources and qualified by Airbus. The Contractor shall use the qualified data list (Qualified Part List or related quality data lists within the Airbus supply website) for its sourcing requirements.

### - Conformity Documentation.

1. With respect to the aircraft-related Items, the Contractor shall deliver its Items with the following minimum documentation:

• a Contractor without a POA (or equivalent), or where its POA does not cover the Item, shall attach to each delivery a Certificate of Conformity (CoC) of the manufacturer, indicating that the requirements of the applicable specifications have been met. The CoC shall include at least the following information: (i) Order number; (ii) part number; (iii) quantity and unit of measure; (iv) date of manufacture and date of expiration (where applicable); (v) lot number, serialisations or other batch identifications (where applicable); and (vi) signature, title and date by an authorised representative.

• a Contractor with a POA (or equivalent) covering the Item, shall attach to each delivery an Authorised Release Certificate (EASA Form 1 or equivalent). This includes cases where the Item is only a part or sub-assembly of a product covered by its capability list.

2. With respect to the aircraft-related Items, the Contractors who are stockists or distributors shall attach to each delivery: (i) a CoC from its company covering the Item; (ii) a copy of the CoC and a statement of undertaking established by the original manufacturer, attesting the conformity of the delivery with the Order; and (iii) the inspection, test and raw material reports of the qualified Contractor, if requested by the Company.

3. The Contractor shall provide to the Company a first article inspection report and copies of supporting documentation, in accordance with IATF 16949 standard 9102, for any Items delivered under the Order, prior to or with the first delivery of Items, or upon request by the Company. The Contractor shall deliver relevant inspection or test reports, if requested by the Company.

### - Non-Conforming Items

1. The Contractor is responsible for the quality of its supplies and shall ensure the conformity of the delivered Items with the Specification, in particular by means of pre-delivery inspections and final tests. The Contractor shall perform a root-cause analysis and take any necessary corrective action to remedy the causes of non-conforming Items, in order to prevent any recurrence and implement a suitable preventative action plan. The Contractor shall confirm implementation of the action plan to the Company's satisfaction. The Contractor shall use an 8D/9S process or an equivalent methodology, substantiated by the Contractor and approved by the Company.

2. With respect to the aircraft-related Items, where a non-conformity is identified after an Item is delivered by the Contractor, the Contractor shall immediately submit to the Company a "Notification of Product Quality Escape" in accordance with the IATF 16949 standard 9131 and shall undertake all necessary corrective measures in support of the Company, until resolution of the non-conformity to the Company's satisfaction and completion of all corrective and preventative actions and such actions shall be undertaken without limiting the Contractor's liability to the Company for any losses suffered by the Company.

3. Quality Records. The Contractor shall inspect all incoming materials to ensure conformance with all applicable specification requirements and drawings of Items pertaining to the Order and shall document all inspection requirements and acceptance criteria to ensure they are in line with the specific requirements communicated to it by the Company for the Items. The Contractor shall ensure complete identification and traceability of all related products to the raw material used and applicable documentation. All records must be stored in a controlled environment/suitable manner and according to applicable legal rules, so that they remain identifiable, legible, reproducible and available to the Company.

## 4. CONTRACT PRICE AND TERMS OF PAYMENT

4.1 As consideration for executing and completing the Supplies of Goods and/or the Work in conformity with the Agreement and/or the Order, the Company shall pay the Contractor the Contract Price. The Contract Price is stated in the Agreement and/or the Order, inclusive of all taxes and duties for the Supplies of Goods and/or the Work.

The Contractor undertakes to make every effort to obtain any and all legally permissible discounts, credits and refunds from authorities, suppliers and Subcontractors in favour of the Company. The amounts stated in the Agreement and/or the Order are fixed amounts and may not be increased or decreased unless otherwise provided for in the Agreement and/or the Order.

4.2 Unless otherwise specified in the Agreement or the Order, payment term is 30 days after satisfactory acceptance of the Goods/Work subject to compliance by the Contractor with agreed contractual terms and the invoicing instructions specified below in this Article and Articles 4.3 and 4.4. In respect of amounts payable by the Company, the Contractor shall issue properly supported, commercial invoices (or debit notes) for the Goods/Work provided both inside and outside PRC as well as legal Chinese invoices ('fapiao') for the Goods/Work provided within in PRC.

4.3 Invoices and supporting documents should be made specific reference to the Company's number of the Agreement or the Order.

4.4 The Contractor shall state the following information on each commercial invoice:

- Name and department of the Company
- Number of the Agreement and/or the Order
- Invoice date
- Invoice reference
- Description of the Supplies of Goods and/or the Work;
- Currency
- Invoice amount, specifying taxes/duties.
- Beneficiary of payment
- Bank Account number
- Bank name and Bank address
- Bank account currency

The Contractor shall highlight the same in the commercial invoice if the payment information stated on the invoice has changed since previous payments by the Company.

4.5 The Contractor assumes full liability for payment of all social security charges, contributions and taxes levied at any time in respect of any Personnel deployed by the Contractor in connection with the performance of the Agreement and/or the Order. Moreover, the Contractor shall assure that all the above social security charges, contributions and taxes are levied in respect of any Personnel deployed by the Contractor in strict accordance with the applicable laws and regulations. Any conflict or dissension incurred among the Contractor, its personnel and the relevant PRC authorities will be for account of the Contractor. The Company will not have any liabilities for the dissension or conflict.

4.6 At the Company's request the Contractor shall provide a bank guarantee (or other adequate security to be judged by the Company) made out in a format and issued by a bank approved by the Company for an amount equal to 10 per cent of the Contract Price or 10 per cent of the estimated total price of the Supplies of Goods and/or the Work as security that the Contractor will meet all its obligations under the Agreement towards the Company or towards Subcontractors or third parties throughout the term of the Agreement and/or the Order (including the warranty period). The costs entailed by said bank guarantee shall fall on the Contractor.

4.7 At the Company's request the Contractor shall provide an irrevocable performance guarantee in a format approved by the Company. This guarantee shall be issued by the Contractor's ultimate parent company or a reputable bank acceptable to the Company and serve as security for the proper execution of the Supplies of Goods and/or the Work.

4.8 The Company shall at all times be entitled to offset any amounts that will be due at any time by the Contractor to the Company on any account whatsoever against any amounts that will be due at any time by the Company to the Contractor.

4.9 If the Contractor goes bankrupt or if an application to such effect is filed, the Company may discharge its liability towards the Contractor by paying directly to these Subcontractor(s) the amount owing by the Contractor to one or more Subcontractors. The above provision shall only be applicable to the extent that the debts owing to the Subcontractor(s) are directly connected with the Supplies of Goods and/or the Work and the Contractor has defaulted in the timely payment of said debts.

## 5. RIGHT OF AUDIT AND INSPECTION

5.1 The Company shall at all times, until 5 years after completion of the Supplies of Goods and/or the Work, be entitled to subject the manner of performing the Agreement and/or the Order to an examination and to take the necessary measures for such examination. Such measures include inter alia the inspection of the locations where the Supplies of Goods and/or the Work or parts thereof are carried out and/or conducting an audit of the Contractor's accounts and records or causing such audit to be carried out.

5.2 The Contractor warrants that the Company will be able to exercise the right of audit referred to in Article 5.1 in respect of Subcontractor(s) as well.

5.3 The fact that the Company has exercised the right of audit or carried out any inspection shall not release the Contractor from any obligation under the Agreement and/or the Order.

## 6. FAILURE

6.1 In case of late completion or late delivery the Contractor shall be in default without further notice being required.

6.2 Any failure on the part of the Contractor in fulfilling any of its obligations shall entitle the Company, without prejudice to the Company's other rights and remedies in connection with such failure: a. To demand that the Contractor at its own expense once again carry out, repair and/or replace each rejected part of the Supplies of Goods and/or the Work within a period that is acceptable to the Company, with the obligation for the Contractor to keep the Company fully informed of the repair work to be undertaken and the results achieved; or

b. To terminate the Agreement and/or the Order without judicial, arbitral or other intervention. Insofar as prescribed by law the Company shall first give notice of default prior to such termination.

6.3 Furthermore the Company may itself execute the Supplies of Goods and/or the Work or cause the same to be executed in full or in part at the Contractor's expense if:

a. The Contractor fails to remedy the failure within the period referred to in Article 6.2, in which case the Company will also be entitled to return any Materials or Goods already delivered and demand immediate restitution of any payments made for such Materials or Goods; or

b. Circumstances arise in which the Company cannot in reason be expected to wait for repair work to be done by the Contractor, for instance in the event of imminent (further) damage or loss or risk to persons or things.

**7. LIABILITY AND INSURANCE**

7.1 The Contractor is liable for any loss or damage resulting from any default in the performance or proper or timely performance of the Agreement and/or the Order or from any breach of any other contractual or non-contractual obligation, unless otherwise provided in the Agreement and/or the Order. The Contractor shall indemnify and hold the Company harmless from any claims on account of such loss or damage. Without prejudice to other rights and remedies of the Company, the Contractor shall pay the Liquidated Damages to the Company as set out in the Agreement and/or the Order.

7.2 The Contractor is liable for any loss or damage to property (including Equipment) of the Contractor, Subcontractor and Personnel, howsoever caused and no matter whether such loss or damage results wholly or partly from any act or omission on the part of the Company, its employees or any other third party save to the extent and for such part that such loss or damage is solely and directly caused by the gross negligence of the Company. The Contractor shall indemnify and hold the Company harmless from any claims on account of such loss or damage and waive all claims against the Company on such account.

7.3 The Company is not liable for any death or physical injury of employees of the Contractor and Subcontractor, and Personnel howsoever caused and no matter whether the death or physical injury results wholly or partly from any act or omission on the part of the Company, its employees or any other third party save to the extent and for such part that such death or injury is solely and directly caused by the gross negligence of the Company. The Contractor shall indemnify and hold the Company harmless from any claims on account of such death or injury and waive all claims on such account against the Company.

7.4 The Contractor shall indemnify and hold the Company harmless from any loss and damages (direct, foreseeable, incidental, consequential, indirect, special or punitive and otherwise), including but not limited to downtime, loss of use or loss of profits, or diminished operability.

7.5 Except as otherwise expressly limited elsewhere in the Agreement, all indemnity obligations and/or contribution and/or liabilities and/or responsibilities assumed by such parties shall be without monetary limit and shall not be limited by any amounts of insurance carried or required in the Agreement and/or the Order and shall be without regard to the cause or causes thereof including pre-existing conditions or strict liability, and to the fullest extent permitted by law.

7.6 The Contractor and Subcontractor shall at their own costs and expenses take out and maintain insurance throughout the duration of the Agreement and/or the Order of customary type and scope as well as any insurance prescribed by law. In determining what is customary in terms of the type and scope of cover, the Contractor shall have regard to the type and scope of insurance cover that a prudent supplier of the Goods and/or Work contemplated under the Agreement and/or the Order should procure and maintain.

7.7 Without prejudice to Article 7.6 above, the Contractor and Subcontractor shall take out and maintain at their own costs and expenses insurance as specified in the Agreement and/or the Order with insurers acceptable to the Company throughout the duration of the Agreement and/or the Order.

**8. INTELLECTUAL PROPERTY RIGHTS**

8.1 All intellectual property created as a result of the work undertaken by the Contractor or its sub-contractors for the purpose of the Order shall vest in and be the sole property of the Company.

8.2 The Contractor 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 Contractor or its sub-contractors for the purpose of the Order to the Company.

8.3 The Contractor hereby grants to the Company, at no additional charge beyond the price specified on the Order, for the duration of the rights, but as a minimum for the duration of the Order or the contract or agreement associated with the Order, a non-exclusive and worldwide licence to use and have used, any of the Contractor's background intellectual property disclosed by it to the Company under the Order necessary for the performance of the Order or the use of the Item. The Contractor grants the Company the right to sub-license all the above-mentioned rights.

8.4 In the case of bespoke items or items customised for the Company, such licence granted by the Contractor to the Company shall include further Company 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 Contractor grants the Company the right to sub-license all the above-mentioned rights.

8.5 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 Order, the Contractor shall defend, fully indemnify and hold harmless the Company, 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.

8.6 The Contractor shall promptly inform the Company of any dispute or claim (legal or otherwise) that arises with a third party and the substance of such dispute or claim.

8.7 The Company shall at its discretion be given full control of any proceedings or negotiations in connection with any claims, suits or actions and shall pursue these diligently unless the Parties agree otherwise. The Parties shall consult closely in relation to defending such claims, suits and actions.

**9. EXPORT CONTROL**

9.1 Each Party represents to the other that neither it nor any of its Affiliates is a Sanctioned Person and undertakes at all times to conduct its business in compliance with all applicable Sanctions and Export Control Laws.

9.2 The Company shall identify any Technical Data or technology provided under this Agreement and/or the Order that is subject to Sanctions and Export Control Laws. In such case, the Company shall provide the Contractor with all information necessary concerning the applicable Sanctions and Export Control Laws (e.g.: 'end use statement') and clearly mark the documentation with the appropriate Export Control Classification Number (ECCN), export license number, license exemptions and/or distribution restrictions.

9.3 The Parties acknowledge that performance by the Contractor of its obligations under this Agreement and/or the Order shall remain subject to obtaining, and to the terms of, any required Export License. In this regard, The Company shall provide the Contractor with all information necessary to obtain and to comply with any required Export License. In the event all or part of the Products and/or Services is subject to Sanctions and Export Control Laws in the country of The Company, The Company shall apply for any relevant import authorization and/or Export Licenses required for Contractor to perform all or part of the Products and/or Services.

9.4 If at any time following the entry into force of this Agreement and/or the Order, (i) a Party or any of its Affiliates becomes a Sanctioned Person or performance of a Party's obligations under the Agreement and/or the Order would constitute a breach of Sanctions and Export Control Laws (a "Sanctions Event"), the affected Party shall promptly notify the other Party and the Parties shall, to the extent permitted by applicable Sanctions and Export Laws, consult with each other with a view to mitigating the effects of such Sanctions Event. Such consultation is without prejudice to the right of either Party to suspend its obligations under the Agreement and/or the Order, including to the right of the Contractor to deny the access to any digital tool or system when applicable, at any time following the occurrence of a Sanctions Event. If performance of the obligations of the Parties cannot be lawfully resumed within a period of eighteen (18) months after the occurrence of a Sanctions Event which is continuing, either Party may terminate the Agreement and/or the Order at any time without any liability towards the other Party, upon notice to the other Party.

9.5 The Company undertakes to use the Goods and/or Work exclusively for the purposes for its own use. Should the Company be entitled to export, re-export or transfer the Products and/or Services it shall be in strict compliance with applicable Sanctions and Export Control Laws.

**10. FORCE MAJEURE**

A party affected by force majeure in performing the Agreement and/or the Order shall forthwith inform the other party of all the circumstances and particulars which prevent the said party from performing its obligations under the Agreement and/or the Order. The parties shall consult with one another about the measures to be taken in order to limit the consequences of the situation of force majeure to a minimum and to safeguard the execution of the Supplies of Goods and/or the Work as far as possible.

**11. TERMINATION**

11.1 If the Agreement and/or the Order is terminated on account of an imputable failure as referred to in Article 6, the Contractor shall be entitled exclusively to payment for the part of the Supplies of Goods and/or the Work that has been executed in accordance with the Agreement and/or the Order, without prejudice to the right of the Company to offset any costs and damages against such amount. Any amounts paid in excess of what was due by the Company shall be immediately returned to the Company.

11.2 If the Agreement and/or the Order is terminated for any reason whatsoever the Contractor shall forthwith:

- a Cease executing the Supplies of Goods and/or the Work in a safe and responsible manner;
- b Enable the Company or third parties designated by the Company to take over the execution of the Supplies of Goods and/or the Work and to take possession of all Materials and/or Goods;
- c If the Company so desires, assign to the Company or to third parties designated by the Company all rights and obligations under a Subcontract;
- d Remove the Equipment and any other property of the Contractor and its Subcontractors from the Work Site, unless otherwise agreed.

**12. ASSIGNMENT OF RIGHTS AND/OR OBLIGATIONS AND SUBCONTRACTING**

12.1 The Contractor shall not assign any of its rights and obligations under the Agreement and/or the Order nor enter into any agreement with Subcontractors with respect thereto without the prior written consent of the Company.

12.2 The Contractor shall not be released from any obligation and/or liability under the Agreement and/or the Order with regard to any part of the Supplies of Goods and/or the Work executed by a Subcontractor. As far as the Company is concerned, every part of the Supplies of Goods and/or the Work executed by a Subcontractor shall be deemed to have been executed by the Contractor.

12.3 Subcontracts shall not be binding on the Company nor purport to bind the Company either directly or indirectly and every Subcontract shall include a clause providing that in the event of such termination the ownership of all or part of the Materials and/or Goods procured by the Subcontractor for the purposes of the Supplies of Goods and/or the Work contracted out to the Subcontractor may be transferred to the Company if the Company so requests.

12.4 The Company may assign all or part of its rights and obligations under the Agreement and/or the Order to a third party after having sent prior written notice thereof to the Contractor.

**13. CONFIDENTIALITY**

13.1 The Contractor shall keep secret both the existence and the contents of the Agreement and/or the Order as well as all know-how and data coming to its knowledge in connection with the performance of the Agreement and/or the Order, and shall use the same solely for the purposes of performing the Agreement and/or the Order. The Contractor shall bind any third parties involved by it in the performance of the Agreement and/or the Order to similar confidentiality in writing or shall cause them to sign the undertakings of confidentiality supplied by The Company.

13.2 Upon acceptance of the Supplies of Goods and/or the Work or upon termination or dissolution of the Agreement and/or the Order, the Contractor shall, on demand, forthwith return all drawings, designs, specifications and other documents (in any form whatever) furnished by or on behalf of the Company to the Contractor.

**14. LEGISLATION AND REGULATIONS, SAFETY AND ENVIRONMENT, BUSINESS PRINCIPLES**

14.1 When executing the Supplies of Goods and/or the Work the Contractor shall comply with all applicable laws and regulations and any other regulations, instructions and conditions in the field of health, safety and environment attached to permits, licences or orders of a similar nature which have been issued in connection with the Supplies of Goods and/or the Work and shall ensure that Subcontractors, Personnel and third parties called in by the Contractor likewise comply with the same.

14.2 The Contractor shall be responsible for ensuring that all necessary safety measures are taken, that the means required therefore are present and that all persons involved in the execution of the Supplies of Goods and/or the Work are properly protected and instructed. Where several organisations are simultaneously at work on one site, the Contractor shall effectively collaborate with the other organisations to ensure the safety, health and wellbeing of all persons. The Contractor shall give the Company or any representative designated by the Company access to all locations, installations, Materials, Equipment, Personnel and documentation for the purpose of enabling said person(s):

- To ascertain whether the Contractor is executing the Supplies of Goods and/or the Work in conformity with all relevant regulations; and

PO number **7100038371***Continue*

Page 5 / 7

- To conduct an independent enquiry in the event of incidents or accidents.  
Even if the Company exercises supervision, the Contractor shall at all times remain responsible for full compliance with the laws and regulations and shall be liable for any loss or damage, including the costs of administrative and penal fines and sanctions, and/or for any delays resulting from non-compliance.  
14.3 In all its acts the Contractor shall be guided by norms and values of at least the same standard as those embodied in the most recent edition of the Business Principles and Health, Safety and Environment Policies of the Company.

**15. APPLICABLE LAW, DISPUTE RESOLUTION AND LANGUAGE**

15.1 If the Company which is the party to the Order is registered in Mainland China, these General Conditions shall be governed by the laws of the People's Republic of China and any dispute in connection with the Order or the execution thereof shall be settled friendly through negotiations. In the case that no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing and the decision of CIETAC shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.  
15.2 If the Company which is the party to the Order is registered in Hong Kong, the Order shall be governed by the laws of Hong Kong and any dispute in connection with the Order or the execution thereof shall be settled friendly through negotiations. In the case that no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted to the International Chamber of Commerce ("ICC") to be settled by arbitration under the Arbitration Rules of ICC in force when the arbitration is submitted. The arbitration shall take place in Hong Kong and the decision of ICC shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.  
15.3 For all purposes, the English version of the General Conditions shall prevail unless the Company and the Contractor have signed only the Chinese version.  
15.4 The relevant clauses of the Agreement shall prevail over this Article 15 in case of any discrepancy.

**16. ANTI-CORRUPTION**

16.1 The Contractor, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of the Agreement and/or the Order shall comply with all governmental statutes, laws, rules and regulations, including but not limited to all local and international anti-corruption laws applicable to the performance of its obligations and activities under this Agreement and/or the Order.  
16.2 Accordingly, in the performance of the Agreement and/or the Order, the Contractor 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 favours) 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 Contractor or Company 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 inspections 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.  
16.3 The Contractor shall ensure that the foregoing provisions are included in all contracts to be entered into with its subcontractors.  
16.4 The Contractor shall give notice immediately to the Company of any investigation or legal proceeding initiated against the Contractor 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 Agreement and/or the Order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in the performance of the Agreement and/or the Order.  
16.5 On request from the Company, the Contractor shall demonstrate the means implemented in order to ensure its compliance with anti-corruption Laws and Regulations, and the Company reserves the right to audit the Contractor in accordance with Article 5 "Right of Audit and Inspection" in order to check the compliance of the Contractor to the applicable anti-corruption laws and regulations.  
16.6 The Contractor shall report immediately to the Company any violation of applicable laws and regulations with respect to the execution and/or the performance of the Agreement and/or the Order by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in performing the Agreement and/or the Order.  
16.7 If the Contractor does not comply with its obligations under Article 16 "Anti-corruption", the Company then reserves the right to terminate the Agreement and/or the Order pursuant to Article 6.2.b.

**B. SUPPLEMENTARY PROVISIONS GOVERNING EXECUTION OF WORK****17. CONTRACTOR, SUBCONTRACTOR(S) AND PERSONNEL**

17.1 With regard to the Work, the Contractor shall act as an independent contracting party. When executing the Work, the Contractor, Subcontractor(s) and Personnel shall never be deemed to do so in the capacity of employees, agents or representatives of the Company.  
17.2 The Contractor shall remove from the Work any member of the Personnel who, in the reasonable judgement of the Company, is unsuitable or incompetent. Notwithstanding this right of the Company, the Contractor shall be responsible for removing any such a member of the Personnel and for all consequences thereof. Changes in staff and supervision by the Contractor shall be discussed with and approved by the Company in advance.  
17.3 The Contractor shall employ such numbers of Personnel and Personnel having such qualifications as are required for the proper and timely execution of the Work.  
17.4 The Work shall not be executed outside normal working hours as prescribed by the Company except with the Company's prior consent.  
17.5 The Contractor shall maintain good labour relations in its business as befits a good employer, *inter alia* with regard to pay, allowances, social benefits, overtime, etc., and shall provide more detailed information on such matters to the Company on request.

**8. MATERIALS AND EQUIPMENT**

18.1 The Contractor is responsible for providing Materials and Equipment, unless otherwise agreed in writing. The Contractor shall keep up-to-date records of Materials and Equipment in a manner acceptable to the Company and on request shall place copies thereof at the disposal of the Company, so that the Company is at all times able to form an opinion of the Materials and Equipment at the disposal of the Contractor and the use made thereof.  
The Work shall be executed in such manner as to prevent any incorrect or inefficient use of Materials and Equipment.  
18.2 The Materials to be supplied by the Contractor shall be new and unused, of sound quality and entirely fit for their intended use at all times. The Equipment to be provided by the Contractor shall be in proper condition and shall be provided in adequate quantities and shall be entirely fit for its intended use at all times. Any Materials or Equipment provided by the Contractor that do not satisfy said requirements shall be removed from the Work Site at the Company's request and shall be replaced by Materials and/or Equipment meeting the aforementioned requirements at the Contractor's expense.  
18.3 The Contractor is responsible for transporting the Materials and Equipment to be provided by the Contractor to the Work Site. Without prejudice to the provisions pertaining to liability and insurance the ownership of Materials supplied by the Contractor shall pass to the Company upon their arrival at the Work Site. The Contractor shall not accept any reservation of ownership or other security charge in favour of third parties when purchasing Materials from third parties.  
18.4 Where it has been agreed that the Company will supply Materials and Equipment for its own account, it is further stipulated that:  
a the Contractor shall receive and unload such Materials and Equipment at agreed places of delivery and where necessary shall transport them to the Work Site under the Contractor's responsibility. The Contractor shall inform the Company in writing of the arrival of the Materials and Equipment. On the completion of the Work or so much earlier as the Company desires, the Contractor shall be responsible for returning to the Company all surplus Materials and Equipment and the Contractor shall provide the Company with an itemised list thereof;  
b the Contractor shall inspect the Materials and Equipment for completeness and visible damage or defects within 48 hours of their arrival at the place of delivery, in the presence of employees of or persons acting on behalf of the Company if the Company so desires. The Contractor will be deemed to have received the Materials and Equipment in complete and undamaged condition. If any damage and/or defects are detected, the Contractor shall forthwith provide the Company with sufficient information for the purpose of lodging complaints with the transport company, supplier or manufacturer concerned;  
c the Company shall make every effort to obtain any such Materials and Equipment and place them at the disposal of the Contractor at the agreed places of delivery on time;  
d the Contractor shall forthwith inform the Company in writing if the Materials and Equipment are not delivered in accordance with the Execution Schedule;  
e the Contractor shall ensure that the Materials and Equipment are at all times identifiable as the property of the Company.

18.5 The Contractor is responsible for the proper care, guarding, storage and surveillance of all Materials and Equipment.

18.6 Without prejudice to the provisions of the present Article, both the Materials and Equipment supplied and/or made available by the Contractor and the Materials and Equipment supplied and/or made available by the Company shall be at the risk of the Contractor until moment of acceptance of the Work.

**19. WORK SITE**

19.1 The Company shall place the Work Site at the disposal of the Contractor for the Work in good time.  
19.2 The Contractor shall in good time furnish the Company with all such particulars of the Personnel and/or third parties as are necessary to arrange for their access to the Work Site. The Company may temporarily or permanently refuse any member of the Personnel and/or third parties admission to the Work Site if their presence would pose a threat to the industrial peace and/or safety in the business or would otherwise prejudice the Company's interests.  
19.3 The Contractor shall provide or maintain, as the case may be, all such facilities at the Work Site as are necessary in the reasonable opinion of the Company for the execution of the Work and shall not remove any such facilities from the Work Site without the Company's prior consent in writing.  
19.4 The Contractor shall remove all Equipment and all facilities referred to above from the Work Site when the Company holds the opinion that they are no longer required for the Work.  
19.5 The Contractor warrants that any surplus Materials and waste will always be removed promptly in order to keep the Work Site in a tidy and environmentally acceptable condition at all times, also with a view to safe working conditions.

**20. MODIFICATION OF WORK (INCLUDING ADDITIONAL OR LESS WORK)**

20.1 The Company may at any time commission the Contractor to carry out additional work or less work or to execute the Work in a different way (hereinafter referred to as: "Modification of Work"). The Contractor shall inform the Company as soon as possible in writing of the consequences the intended Modification of the Work may have for the Contract Price or the Execution Schedule. No Modification of Work shall be carried out by the Contractor unless the Company has issued a written order to do so.  
20.2 If a Modification of Work as referred to in 19.1 gives reason to adjust the Contract Price and/or the Execution Schedule, such adjustment shall be made on the basis of the unit prices and rates laid down in the Agreement and/or the Order or in a fair and reasonable manner in relation to the norms underlying the Agreement and/or the Order. The lack of disagreement on the adjustment of the Contract Price and/or Execution Schedule after the Company has ordered the Modification of Work shall not authorise the Contractor to suspend execution of the Modification of Work.  
20.3 If the Contractor believes that a circumstance has arisen with regard to the Work that might give reason for a Modification of Work, the Contractor shall forthwith request the Company to order a Modification of Work pursuant to Article 19.1 before continuing the execution of the Work or the relevant part thereof.

**21. ACCEPTANCE OF WORK**

21.1 If the Contractor holds the opinion that the Work is completed, it shall inform the Company accordingly in writing.  
Unless otherwise provided in the Agreement and/or the Order, completion or acceptance shall be deemed to have taken place when the Company has accepted the Work in writing and the Work

PO number **7100038371***Continue*

Page 6 / 7

Site has been surrendered in accordance with the requirements to be stated by the Company.

21.2 The Company may put the Work or part of the Work into use or cause it to be taken into use prior to its completion. If as a result the Contractor is required to do more than it can reasonably be expected to do, the consequences shall be arranged between the parties by means of a Modification of Work. The fact that it has been put into use shall not have the effect that the Work or the relevant part of the Work is deemed to have been accepted.

21.3 Until its acceptance by the Company the Work shall remain at the risk of the Contractor and in the event of the loss of or any damage to the Work the Contractor shall be bound to see to its replacement or repair, unless the Contractor proves that the Work was lost or damaged as a result of its being put to use before completion as referred to in Article 20.2.

## 22. WARRANTY ON WORK

22.1 The Contractor warrants that the Work shall be free of defects and shall meet the requirements of the Agreement and/or the Order throughout the warranty period. The term warranty period is understood to mean: the twelve-month period commencing on the date of acceptance of the Work or such other period set out in the Agreement and/or the Order.

22.2 The provisions of Article 6 shall apply mutatis mutandis to any claims under the warranty set forth in Article 21.1.

22.3 The warranty period shall be extended by a period equal to any period or periods during which the Work did not meet or did not fully meet the requirements of the Agreement and/or the Order. A new warranty period equal to the original warranty period shall apply to any part of the Work that has been repaired, adjusted or replaced.

22.4 The provisions of the present Article 21 shall not prejudice the other rights and remedies of the Company.

## A. Supplementary Provisions Governing Supplies of Goods

### 23. RISK / TRANSFER OF TITLE / DELIVERY / INCOTERMS

23.1 Unless otherwise agreed in writing, the risk of the Goods to be delivered shall transfer on delivery. Title to the Goods shall transfer to the Company at the time of delivery.

23.2 The Contractor warrants (in addition to any warranty and condition imposed by law in favour of the Company) that:

- a The Contractor has the full and good title and the unencumbered right to sell the Goods and the Company shall acquire the full and unencumbered ownership of the Goods;
- b The Goods are of best merchantable quality and free from any defects in design, workmanship and materials;
- c The Goods are fit for purpose, and comply with the specifications stated in the Agreement and/or the Order; and
- d The Goods correspond with any description and sample under which they are sold.

23.3 The Goods shall be delivered free of any additional charges to the Company at the location designated by the Company and packed in adequate packaging.

23.4 If the Agreement and/or the Order refers to Incoterms such reference shall be to the most recent edition of "Incoterms" published by the International Chamber of Commerce, Paris, France. In the event of any conflict of the applicable Incoterms with the provisions of the present Article 22, the provisions of Incoterms shall prevail, subject to express contrary provisions in the Agreement and/or the Order.

## 24. MODIFICATIONS

24.1 The Company may at all times demand that modifications be made in the nature and/or volume of the Goods or part of the Goods to be delivered. The Contractor shall notify the Company in writing as soon as possible of the consequences such an intended modification may have for the Contract Price or the time of delivery. No such modification shall be carried out by the Contractor unless the Company has issued a written order to that effect.

24.2 If a modification referred to in Article 23.1 gives reason to adjust the Contract Price and/or the time of delivery, such adjustment shall be made on the basis of the unit prices and rates laid down in the Agreement and/or the Order or in a fair and reasonable manner in relation to the norms underlying the Agreement and/or the Order. The lack of disagreement on the adjustment of the Contract Price and/or the time of delivery after the Company has demanded the modification shall not authorise the Contractor to suspend execution of the modification.

## 25. WARRANTY ON GOODS DELIVERED

25.1 The Contractor warrants that the Goods shall be free of defects and shall meet the requirements of the Agreement and/or the Order throughout the warranty period. The term warranty period is understood to mean: the twelve-month period commencing on the moment when the Goods are taken into use or 18 months after delivery of the Goods, whichever of the two is the longer period or such other period as set out in the Agreement and/or the Order.

25.2 The provisions of Article 6 shall apply mutatis mutandis to any claims under the warranty set forth in Article 24.1.

25.3 The warranty period shall be extended by a period equal to any period or periods during which the Goods did not meet or did not fully meet the requirements of the Agreement and/or the Order.

A new warranty period equal to the original warranty period shall apply to any part of the Goods that has been repaired, adjusted or replaced.

25.4 The provisions of the present Article 24 shall not prejudice the other rights and remedies of the Company.

### Annex 1 Airbus China Entities

1. Airbus China Limited
2. Airbus (China) Enterprise Management and Services Company Limited (#####)
3. Airbus (Tianjin) Delivery Centre Ltd. (#####) 4. Satair (Beijing) Co., Ltd. (#####)
5. Airbus (Beijing) Engineering Centre Company Limited (#####)
6. Airbus (Tianjin) Final Assembly Company Limited (#####)
7. Airbus (Tianjin) Jigs and Tools Company Limited (#####)
8. Hua-Ou Aviation Support Company Ltd. (#####)
9. Hua-Ou Aviation Training Company Ltd. (#####)
10. Eltra Services Beijing Co., Ltd. (#####)
11. France Avions de Transport Régional GIE Beijing Representative Office (#####)
12. Airbus Helicopters China HK Limited
13. Airbus Helicopters China Co., Ltd. (#####)
14. Airbus Helicopters China Co. Ltd., Beijing Branch (#####) #)
15. Airbus Helicopters China Co. Ltd., Harbin branch company(#####) #####)
16. Cassidian Communication Technology (Beijing) Co., Ltd. (#####)
17. Beijing Spot Image Co., Ltd. (#####)
18. Airbus Secure Land Communications (Beijing) Co., Ltd. (#####)
19. Airbus (Chengdu) Lifecycle Services Ltd. ( #####)

### Annex 2 Supplier Code of Conduct

*This purchase order is legally binding without manual signature.*

PO number **7100038371**

*Continue*

Page 7 / 7

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