

ONERA GENERAL CONDITIONS OF PURCHASE ("CGA")

I - Introduction: The general conditions of purchase ("CGA") govern contractual relations between ONERA and its suppliers for any purchase of products and/or performance of services of any kind (henceforth referred to as "Supply") being the subject of a "CDE" order issued by ONERA. Acceptance of the CDE implies ipso jure the acceptance of these conditions, unless expressly stated otherwise in the CDE or unless the supplier issues written conditions to ONERA before performance begins, within ten calendar days of issue. By accepting the CDE, the supplier declares that it will deliver performance in conformity with any special instructions (specification) and with the laws and regulations in force. In particular, this applies to provisions relating to employment law, the safety of persons and property and the environment. ONERA general conditions of purchase shall prevail over all other supplier documents, in particular its general conditions of sale.

II - Delivery: Each delivery must be made to the location(s) and according to the conditions stated in the CDE. It must be accompanied by a delivery note showing the CDE number, item numbers, a full description and the quantities delivered. Partial deliveries may be accepted. Any delivery in excess of those stated in the CDE may be rejected.

III - Acceptance - Transfer of ownership: The "Supply" will be inspected for quantity and quality. If satisfactory, acceptance will be issued. This entails the transfer of ownership and risk. ONERA may reject all or part of the Supply, if not in conformity with the CDE. Depending on the option chosen by ONERA, the supplier will then either replace the rejected "Supply" or issue credit to ONERA to the value of the rejected Supply.

IV - Insurance: The supplier shall have taken out insurance covering damage of any kind that it might cause to ONERA or third parties in performance of the CDE, including property held in custody, where applicable.

V - Guarantees: Without prejudice to any legal guarantees, the supplier shall provide ONERA with a contractual guarantee for the period stated in the CDE or, failing that, in the tender, which shall start on the date of acceptance. Under this guarantee, the supplier shall undertake to remedy or replace any defective Supply as quickly as possible and at its own expense.

VI - Delivery and performance deadlines: The delivery date(s) and performance deadlines are stated in the CDE. However, the holder may issue another deadline with the return receipt which, if there is no response from ONERA, shall be regarded as accepted. Delivery deadlines are firm, and any delay may give grounds for compensation.

VII - Costs - Invoicing - Payment: Unless otherwise stated in the CDE, costs are firm and final.

- **Invoice (2 copies):** The invoice, which shall be presented as "one original and one duplicate", must make reference to the CDE and clearly state the obligatory legal clauses, details, references and quantities for the supplies and equipment delivered or services performed. The invoice must be identified and addressed as instructed in the CDE. The designated accountant for payments is the *Trésorier Payeur Général*, who is the principal or secondary accountant for ONERA.
- **Payment of amounts due:** Unless otherwise stated in the CDE, payment of the amounts owed shall be due according to the rules of public accounting and within sixty days of issue of the invoice. ONERA cannot make any payment on account for a CDE.

VIII - Standards - documentation: The "Supply" under the CDE, must be in conformity with approved standards and must comply with the regulations in force in France. Where required, the supplier shall undertake to supply updated documentation at no additional cost in order to ensure the correct operation and maintenance of the "Supply". For dangerous goods, the supplier must provide a security data sheet in addition to following any specific regulations that apply.

IX – Special provisions

- **Discretion - confidentiality:** The supplier and operatives thereof are subject to obligations of discretion and confidentiality with regard to all information that might be brought to its attention. In this regard, it is expressly stated that Article 29 of Decree n° 84.31 dated 11 January 1984 sets forth that: "all persons called upon to work for ONERA for whatever reason are required to maintain absolute discretion with regard to any exchanges and work that might come to their attention".
- **Industrial intellectual property:** The reproduction and/or use of specifications, forms, drawings or manufacturing details by the holder and/or third parties without authorisation from ONERA etc., constitutes an infringement liable to legal proceedings. The supplier shall guarantee that its supply is fully available for use; it thereby guarantees ONERA against any third party claims with regard to industrial and intellectual property in respect of items that it delivers, and undertakes to take responsibility for any consequences and financial penalties that might arise with respect to ONERA.

ONERA shall acquire full ownership of any product of the design, development and/or services carried out under the CDE, particularly documents, plans, technical notes, drawings, models, prototypes and any item of expertise necessary for the use and/or reproduction of the product ordered. If industrial protection of the product can be afforded, only ONERA may apply for industrial ownership in its own name and at its expense. ONERA shall also retain the industrial property rights for any product that may not be protected by a deed of industrial property.

Any publication or communication by the holder relating to the work of ONERA or connected with the product of the CDE requires prior written permission from ONERA.

- **Security:** agents of the supplier or any other persons called upon to intervene at its request and responsibility on ONERA premises must be approved by ONERA beforehand. In this respect, and with reference to the CDE, the supplier is required to confirm to ONERA a "centre manager for the attention of the security manager", the contact details of the company involved, and a list of all those involved, giving the following information for each one: date and place of birth, nationality, role in the company, places, dates and periods of intervention.

Any change that the supplier would like to make to this list or any modification affecting the individual information supplied for it must be submitted to the ONERA authorities mentioned above immediately for approval. Without having to give a reason, ONERA may decide to refuse or withdraw authorisation and insist on a replacement at any time. The supplier shall deal with any disputes with its intervenants that might be caused by such a decision.

For any services entering into the field of application of the various texts confirming the special health and safety requirements applicable to services or work carried out in an establishment by an outside company, ONERA shall assume the obligations of the user company and the holder of the CDE those of the external company. In this respect, we would emphasize that the prior prevention plan shall apply. This also applies to regulatory provisions for operations for loading and unloading goods which, in this case, include the safety procedure.

X - Termination: ONERA may terminate the CDE ipso jure without prior notice or payment of compensation if performance is not achieved within the set deadlines, if it is not possible to satisfy the stated technical requirements or there is a failure to meet one or more of the requirements of the CDE. ONERA is also entitled to claim against the holder for compensation for any loss incurred.

XI - Law applicable and settlement of disputes: The CGA and the CDE are governed by French Law. If any disagreements arise in relation to the CGA and/or the CDE, the parties shall do their best to resolve their differences amicably. Any differences that the parties are unable to resolve, where no agreement can be reached within a reasonable time, shall be brought before the appropriate courts in Paris.