

CONDITIONS GÉNÉRALES DE VENTE GENERAL CONDITIONS OF SALE

(For Liebherr-Aerospace Toulouse General Sales Terms & Condition in English,
please visit www.liebherr.com and fill search box with : CGV-LTS)

PRELIMINARY ARTICLE: CONDITIONS OF EXECUTION OF THE ORDER

In case of any of these general conditions is in conflict with the terms of the contract, the clauses of the contract shall prevail over all the clauses contained in the general conditions of sale.

ARTICLE 1 – TYPE AND MODEL

Published notices and catalogues shall not be considered as firm offers.
The Supplier is entitled to make changes or improvements in its products, without liability to incorporate such a change or improvement in any product previously manufactured.
Service Bulletins shall be issued by the Supplier in accordance with the priority/urgency of each modification.
Equipment shall be repaired and returned with an applicable airworthiness certificate in accordance with the maintenance manuals and Liebherr DOA reference No. EASA.21J.386.

ARTICLE 2 – PRICES

In the absence of specific stipulations mentioned on our Order Acknowledgement:
- prices are expressed per unit, tax excluded, packing included, EX-WORKS,
- original equipment prices are effective at date of delivery,
- spare prices are effective at date of delivery,
- repair prices are effective from date of receipt of the equipment provided that deliveries are requested in line with the contractual lead times.

The Supplier reserves the right to charge the Purchaser with extra-costs for any order placed in non-observance of contractual lead times.

ARTICLE 3 – ORDERS

Order shall indicate exact reference mentioned in our Catalogue.
Additionally, Repair Orders shall always indicate Serial Number of the equipment.
Order shall be accepted only when the Supplier issues Order Acknowledgement which shall confirm delivery date, price, quantity and signature.
Order acknowledgement shall be sent to the Purchaser within 15 calendar days following receipt of order.
Order placed for quantity less than the applicable minimum order quantity/amount shall be automatically increased to the said minimum order quantity/amount.

ARTICLE 4 – LEAD TIMES

Lead times shall be counted as from the date of acceptance of the order.
Any delay in delivery shall not lead to an order cancellation or any claim for damages without previous and specific acceptance from the Supplier.
The Supplier shall not be liable for delay or failure in delivery caused by, including but not limited the following reasons: natural disasters, strike, riot, fire, war, and any reason leading to unemployment in all or part of our plants, decree.

ARTICLE 5 – RETENTION OF TITLE

Delivered, new, repaired, modified, exchanged or replaced goods shall remain the Supplier's property until complete payment has been received by the Supplier.
In the event of non-payment, the Supplier shall be fully entitled to obtain the return of goods at the Purchaser's expense.
The Purchaser, as depository of the goods, shall be responsible for any damage occurring from delivery of the equipment until its return to and acceptance by the Supplier, freight transport included.

ARTICLE 6 – PAYMENT

General terms of payment are:
- 60 days net following delivery, by bank transfer, for deliveries of parts,
- 30 days after the 10th of the month following delivery, by bank transfer, for Repairs.

The Supplier reserves the right prior to launch the repair or delivery of the goods, to require a partial or total advance payment on order and/or payment by irrevocable and confirmed letter of credit placed on a specified bank.

Extra cost for overdue payment shall be calculated applying to amounts due the legal rate applicable in France at the due date plus 5%. Any delay in payment automatically results, in addition of the penalties for delay, the obligation for the debtor to pay a lump-sum indemnity of €40 for recovery costs. Another indemnity may be claimed, based on supporting documents, when recovery costs are higher than the amount of the lump-sum indemnity.

ARTICLE 7 – ORDER CANCELLATION

Any change in order shall require the previous written consent of the Supplier.
In case of a partial or total cancellation of an order due to the Purchaser within forty-five (45) days before the delivery date planned, this latter will have to accept the delivery of the order and to pay the full contract price.
In addition, and unless otherwise provided in any framework contract, the Purchaser will have to pay as compensation to the Supplier a sum of twenty (20) per cent of the full price of the order, plus twenty (20) per cent for administration charges of all expenditures incurred.

ARTICLE 8 – TERMINATION - CANCELLATION

The Parties expressly agree that the debtor of an obligation to be paid under the present convention, will be validly formally notified by the sole payability of the obligation, in accordance with the provisions of the article 1344 of the French Civil code.
The Supplier may, in its own right and at any time terminate the order :

1. When the Purchaser does not meet one of his obligations as stated in the contractual documents (contract, purchase order etc.),
2. In case of voluntary cessation of the activities by the Purchaser, or in case of a procedure of safeguard, administration or compulsory liquidation engaged by the Purchaser, subject to public policy provisions applicable,
3. The acquisition by a competitor of the equity interest of a the Purchaser who is a competitor of the Supplier,
4. A significant change in the social and industrial organization of the Purchaser that would affect the correct execution of the order.

The Supplier reserves the right to execute or have any or all part of the order executed at the Purchaser cost.

ARTICLE 9 – WARRANTY - RESPONSIBILITY

Period of Warranty shall be specific to each Aircraft Program, but in any case shall take effect:

- For NEW spare equipment, as from the delivery date (ex-works) of the equipment by the Supplier to the Purchaser, for a period of twelve (12) months,
- For the repaired equipment, as from the delivery date (ex-works) of the equipment by the Supplier to the Purchaser, for a period of six (6) months.

The warranty period will apply only to the part of the equipment or part repaired or replaced under this warranty.

This warranty is limited, to the choice of the Supplier, to the replacement or the reimbursement of the non-conform products or products with a defect.

The warranty is exclusive of any compensation or damage such as cost for dismounting and/or installation, loan and expenses resulting from the grounding of the Aircraft, cost of transport, customs and administrative charges.

Test and/or repair cost of a material under warranty returned by the Purchaser to the Supplier for unjustified grounds, will be at the cost of the Purchaser.

The warranty will not apply in the following cases:

- any modification, repair carried out by a person or a workshop non authorized by the Supplier,
- any improper use, negligence, damage due to a part being a non-genuine part after the delivery by the Supplier,
- any maintenance, repair, modification, use, handling, storage non-conform with the Supplier's specifications, any abnormal wear of the equipment,
- any damage due to the use of parts non authorized or being non a genuine part provided by the Supplier and any damage due to parts non covered by the Supplier's warranty.

In case of a material non-conform with the specifications, the Purchaser will send, within the thirty (30) days following the detection, a Request for warranty claim to the Supplier, with supporting documents, and will send to the Supplier the material deemed to be failed with the Request for Warranty Claim. Any Request for Warranty Claim shall contain the information requested in the due forms provided for analyse, adjudication and treatment by the Supplier. The Supplier or the repair centre approved by the Supplier may carry out the repair or the modification of the failed material in its own premises.

ARTICLE 10 – THIRD PARTY LIABILITY

In case of injury or material loss caused by an item provided by the Supplier, and if it is the Supplier's liability- this liability being stated by a final judgment or accepted as such by the Supplier- then Supplier's liability is, by specific agreement, limited to the sums paid from Insurance Companies, with the exception of any other liability or claim.

ARTICLE 11 – ACCEPTATION OF THE PURCHASER

These General Conditions of Sale are expressly agreed and accepted by the Purchaser who declares and acknowledges that he has been informed thereof and therefore waives prevailing his own general purchase conditions which will be not binding against the Supplier, even if the Supplier was aware thereof.

ARTICLE 12 – INTELLECTUAL PROPERTY

The Supplier retains all the industrial and intellectual property rights relating to the Products, photos and technical documents that may not be communicated or executed without its written authorization.

ARTICLE 13 – FORCED EXECUTION

In case the Purchaser does not meet his obligations, the Supplier has the right to request for the forced execution by nature of the obligations arising in connection with these terms. By way of derogation from the provisions of the article 1221 of the Civil Code, the creditor of the obligation will be able to carry out this forced execution after a simple formal notice sent to the debtor of the obligation by registered letter that has given no result, regardless of the circumstances and even if it exists a clear disproportion between its cost for the debtor and its interest for the creditor.

ARTICLE 14 – NON-EXECUTION EXCEPTION

Pursuant to the article 1219 of the French Civil Code, the Supplier will be able to refuse the execution of his obligation, even though this latter is due, if the Purchaser does not execute his own obligation and if the non-execution is adequately serious, this means if it could threaten the continuation of the contract of fundamentally alter its economic balance.

The suspension of the execution will take effect immediately, after receipt by the Purchaser of the notification of the failure that would have been duly sent to him by the Supplier stating the intention to make use of the non-execution exception until the Purchaser will have remedied to the failure found, given by registered letter or any other written durable media allowing to provide the record of the sending.

This non-execution exception may also be used for preventive purpose, in accordance with the provisions of the article 1220 of the French Civil Code, if it is clear that the Purchaser will not execute to the due date its binding obligations and that the consequences of this non-execution are adequately serious for the Supplier.

Such procedure is used at the risk of the Party that engages it.

The suspension of execution will take effect immediately, after receipt by the Purchaser of the notification of the intention to make use of the preventive non-execution exception until the purchaser executes the obligation deemed as becoming soon failed, given by registered letter requested of on any other written durable media allowing to provide the record of the sending.

In case this situation would be permanent or persisting over thirty (30) days, the order would be merely cancelled according to the terms defined in the article Cancellation in case of a failure of one of the Parties at his obligations.

ARTICLE 15 – FORCE MAJEURE

The Parties will not be held responsible if the non-execution or the delay of execution of any of their obligations, as described theses conditions is due to a case of force majeure, according to the article 1218 of the French Civil Code.

ARTICLE 16 – COURT OF JURISDICTION

The instruction, interpretation and performance of an order and all transactions thereunder shall be governed by the laws of the French Republic.
In the absence of amicable arrangement, any dispute shall be the competence of the **Toulouse Court of Justice**.