
ACEMS General Terms and Conditions of Supply (GTCS)

FOR ACEMS PRODUCTS AND SERVICES

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1. APPLICABILITY

- 1.1. The GTCS define the terms and conditions governing the supply of Products and/or Services by Seller to Customer under any Supply Agreements. To take into account specificities, Parties may discuss and agree deviations to GTCS provisions in a Specific Agreement. Capitalised terms are defined in Clause 25 "Definitions" hereafter.
- 1.2. Customer agrees that the GTCS may be updated from time to time by Seller who will inform Customer.
- 1.3. Customer's standard terms and conditions of purchase or similar terms and conditions are expressly excluded under the GTCS and are not applicable to the supply of Products and/or Services, notwithstanding any provision to the contrary in such Customer's standard terms and conditions of purchase or in any conditions which may be contained in a Purchase Order or any other document issued by Customer. To take into account specificities, Parties may discuss and agree deviations to provisions of the associated terms of use in a Specific Agreement.
- 1.4. Access to a Platform might be needed to benefit from a Service.
- 1.5. Customer may purchase Products and/or Services from Seller either i) through a Binding Purchase Order as per the conditions set forth in 2.1 or, ii) following the signature of a Specific Agreement by both Parties.
- 1.6. Each of i) and ii) shall constitute Customer's unconditional acceptance of the GTCS and the formation of a contract between the Parties. Customer acknowledges it has received all relevant information to enter into the contract.
- 1.7. Articles and paragraph headings in the GTCS are inserted for convenience of reference only and shall not affect its interpretation. Reference to any law or regulation shall be deemed to include in addition to the said law or regulation, any related amendment, regulation, rectification or consolidation (whether or not existing at the time of the signature of the GTCS).

2. ORDERS

2.1. Ordering procedure

2.1.1. Purchase Order issuance by Customer

2.1.1.1. Purchase Orders referring to a Commercial Offer or to the CSC shall be placed by any authorised representatives of Customer to the Seller in writing or by Email (as defined in Clause 21) to the address provided in the Supply Agreement or by simple mail to the address as may be specified in the CSC, or electronically through Seller's web based sales portal or application, as applicable.

2.1.1.2. In the event Purchase Orders are not required following the signature between the Parties of a Specific Agreement, the order will be deemed placed at the time of entry into force of such Specific Agreement. However, Purchase Orders referring to a Specific Agreement might be placed for administrative purpose, upon either Party's request, without contractual effect except otherwise agreed in the Specific Agreement.

2.1.2. Order acceptance

Upon receipt of a Purchase Order, Seller may send an acknowledgement of receipt. Such acknowledgement of receipt does not constitute a Binding Purchase Order.

Then, Seller may accept or reject the Purchase Order at its absolute discretion and for any reason without any liability whatsoever.

In case of acceptance of the Purchase Order by Seller through an Acceptance Letter, the Purchase Order shall become a Binding Purchase Order, meaning that Customer shall be under obligation to buy and Seller shall be under obligation to sell the Products and/or Services listed in the Purchase Order.

Acceptance Letter may be sent to Customer by simple mail to the address specified in the Purchase Order, by e-mail to the e-mail address specified in the Purchase Order, or electronically through Seller's web based sales portal or application, as applicable. For Products and/or Services subject to yearly subscription, Binding Purchase Order remains in force until either Party notifies the other Party of its decision to terminate such Binding Purchase Order in writing by October 31st of the then current calendar year at the latest, for a termination effective as from the 31st of December of the current calendar year.

2.2. Products and/or Services modification initiated by Seller

Save for Updates, any change to the Products and/or Services initiated by Seller in respect of a Supply Agreement shall be notified to Customer and shall become binding between both Parties if no reasonable written objection is raised by Customer within thirty (30) days or any shorter period of time as notified by Seller from the date of such notification, at the address specified in such notification.

If Customer issues a written objection within the relevant period, Parties shall negotiate in good faith in view of reaching a mutual agreement. If an agreement is not reached within thirty (30) days of the date of receipt by Seller of Customer's written objection, Seller shall be entitled to either terminate the Supply Agreement by sending written notice to Customer or to deliver the Products and/or Services as per their specifications referred to in Supply Agreement, upon a delivery schedule to be further agreed upon by the Parties.

2.3. Supply Agreement modification initiated by Customer

Customer may request Seller to modify a Supply Agreement by sending a prior written request to Seller. Seller is under no obligation to accept such request and Supply Agreement shall remain in full force and effect, unless the Parties (i) execute a formal modification by written amendment to Supply Agreement and (ii) Customer pays to Seller the modification fees invoiced by Seller aiming at indemnifying Seller for the consequences of such modification, if any.

3. DELIVERY

3.1. General conditions of Delivery

The Delivery of Products and/or the provision of Services by Seller shall be subject to:

- (i) a Supply Agreement being in force,
- (ii) the fulfilment of Pre-requisites or Delivery conditions, if any, and
- (iii) the fulfilment of payment obligations as per Supply Agreement and as set forth in these GTCS.

Seller will use commercially reasonable efforts to comply with the delivery schedule agreed with Customer.

HOWEVER, DELIVERY DATES ARE ESTIMATED AND TO THE EXTENT PERMISSIBLE BY LAW SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY DELAY IN THE DELIVERY OF PRODUCTS AND/OR SERVICES.

Seller shall be entitled to make partial deliveries and/or partial performance. When payment for a partial Delivery and/or partial performance is outstanding, Seller shall be entitled to suspend the further execution of the Supply Agreement and to require payment in advance prior to providing the remaining (partial) deliveries and/or performance.

In the event Customer is late in providing or is not compliant with any of the Pre-requisites or Delivery conditions, Seller shall have the right to postpone the Delivery Dates by at least the same duration until fulfilment by Customer of such Pre-requisites or delivery conditions, unless otherwise notified by Seller to Customer.

3.2. Products Delivery

3.2.1. Incoterms, title and risk of loss

Products are Delivered in accordance with the Incoterm FCA – at place specified by Seller, as this term is defined in the Incoterms 2020 publication issued by the International Chamber of Commerce. Custody and risks for the Products shall pass on Customer on Delivery Date and Customer shall be under the obligation to keep these Products properly insured until full payment of corresponding price to Seller. Upon Seller's request, Customer shall provide an insurance certificate.

Incoterm provisions related to transfer of ownership do not apply, and ownership of Products shall pass to Customer upon receipt by Seller of full payment of such Product.

Technical Data are Delivered in accordance with the Incoterm DAP – at place specified by Customer as this term is defined in the Incoterms 2020 publication issued by the International Chamber of Commerce.

3.2.2 Obligation for Customer to take Delivery

Customer shall notify Seller of its nominated forwarder at least one (1) month prior to the estimated Delivery Date.

If Customer or its forwarder fails to take Delivery of the Products and/or Services handed over for Delivery on the Delivery Date, payment for the Products and/or Services shall nevertheless be made by Customer as if such Products and/or Services had in fact been Delivered to Customer. Customer is liable for and shall reimburse Seller for all costs and expenses Seller may incur by reason of such failure, including but not limited to costs for storage of the Products which shall be invoiced separately.

3.3. Services Delivery

Services Delivery Date shall be the date of issuance of Seller's notice of availability of the Service, unless otherwise set forth in the Supply Agreement.

3.4. Acceptance of Products

Claims against Seller for shortages or defects of Products must be reported from Customer to the Seller in writing no later than thirty (30) days after Delivery Date. After this period and even in the absence of a formal acceptance document, the Products shall be deemed definitively accepted by Customer and compliant with the specifications of the Supply Agreement.

4. PRICES

4.1. Prices for Products and/or Services shall be determined as per Supply Agreement which may refer to relevant Seller's catalogue.

All prices are net and FCA or DAP, as applicable pursuant to Clause 3 above. All prices are exclusive of any Taxes or duties that may be levied in connection with the performance of any Supply Agreement, which shall be borne by Customer, if any.

Except in case of error or omission by Seller in the price preparation or in case of a material adverse evolution of any manufacturing costs, prices will remain firm during the applicable calendar year.

4.2. Unless otherwise stated in the Commercial Offer, any quotation issued by Seller constitutes a firm and valid offer for ninety (90) days from the date of the quotation for such Commercial Offer, except those issued within the last ninety (90) days of a calendar year, which are valid until the end of such calendar year.

Seller shall invoice for Products and/or Services at the price and under the conditions indicated in the Supply Agreement.

4.3. Customer shall notify Seller within fifteen (15) days from the date of invoice if Customer disputes all or part of the invoice in question.

4.4. Products and/or Services subject to successive deliveries over more than twelve (12) months shall be invoiced taking into account the revision formula provided in the Supply Agreement or as per the conditions of the CSC. Such revision shall apply to the price to be paid in consideration of the Products and/or Services to be Delivered during the relevant year, regardless of any down-payment which may have been requested in accordance with Clause 5 of the GTCS.

5. PAYMENT TERMS

5.1. For any Supply Agreement, Seller reserves the right to request a non-refundable down-payment of the price of the Products and/or Services as indicated in the Supply Agreement. Such down-payment shall be paid by Customer immediately upon receipt of the corresponding down-payment request from Seller. Once received, the down-payment shall be deducted from the total price for such Products and/or Services. If the Products and/or Services ordered are subject to successive deliveries and invoices, a part of the down-payment, proportional to the number of invoices to be issued, shall be deducted from each successive invoice unless otherwise notified by Seller.

5.2. After payment of the down payment, the remainder of the price of the Products and /or Services shall be invoiced by Seller and paid by Customer as per the relevant Supply Agreement. In case of delay by Customer in providing the Pre-requisites or Delivery conditions if any, on the due date, which causes a delay in the Product and/or Services' Delivery, Seller shall be entitled to charge ninety percent (90%) of each payment milestone impacted by a delayed Pre-requisite or Delivery condition.

5.3. Unless otherwise expressly stated by Seller, payments shall be made no later than thirty (30) days from the date of the invoice, and the value date on which such payment is credited to Seller's account shall fall within this thirty (30) days period. When partial deliveries are made, payments shall become due in accordance with the relevant invoices. A payment due to Seller may not be validly suspended either based on a claim from Customer or a force majeure event.

5.4. Payment shall be made in Renminbi (RMB). Where applicable, in case of payment in any other freely convertible currency, the exchange rate valid as of the day of actual money transfer shall be applied for conversion.

5.5. Where applicable, all payments due to Seller shall be made in full, without set-off, counterclaim, deduction or withholding of any kind, including bank charges. Consequently, Customer shall ensure that the sums received by Seller shall be equal to the full amounts expressed to be due to Seller in the invoice, without deduction or withholding on account of and free from any and all Taxes, levies, imposts, dues or charges of whatever nature. If Customer is compelled by law to make any such deduction or withholding, Customer shall pay such additional amounts as may be necessary in order that the net amount received by Seller after such deduction or withholding shall be equal to the amounts which would have been received in the absence of such deduction or withholding and pay to the relevant taxation or other authorities within the period for payment permitted by applicable law, the full amount of the deduction or withholding. Upon Seller's request, Customer shall also furnish to Seller, within the period for payment permitted by the relevant law, an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld or if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding.

5.6. Seller may set-off any debt resulting from any Supply Agreement and/or any Purchase Agreement owed by Customer to Seller against any obligation (whether or not matured) owed by Seller to Customer under any Supply Agreement and/or any Purchase Agreement, regardless of the place of payment (it being understood that if this debt is unascertainable it may be estimated and the set-off made in respect of such estimate).

6.QUALITY

Seller undertakes that all Products and/or Services are manufactured in accordance with the quality standards of the industry.

7.CUSTOMER'S OBLIGATIONS RELATED TO USE OF PRODUCTS OR SERVICES

Customer acknowledges and warrants that it shall perform its contractual obligations in good faith and this shall include but is not limited to:

- i. keep the relevant Products and/or Services in good working condition, in order to ensure the correct operation thereof;
- ii. use the relevant Products and/or Services in accordance with its Documentation, and ensure that the personnel using the relevant Products and/or Services has received appropriate training;
- iii. use the relevant Products and/or Services exclusively in the technical environment defined in the Documentation except as otherwise agreed in writing between Customer and Seller; and
- iv. not delete any Intellectual Property Rights notices related to the relevant Products and/or Services.

8.WARRANTY

8.1.Nature of warranty

- Subject to the limitations and conditions hereinafter provided, Seller warrants to Customer that Products will at the Delivery Date be made substantially in conformity with Seller's technical specifications outlined in the Supply Agreement and are free from defects in workmanship.
- Subject to the limitations and conditions hereinafter provided, Seller warrants to Customer that Seller's Parts will at the Delivery Date be free from defects in material, workmanship and design.
- Subject to the limitations and conditions hereinafter provided, and except for the Installed Software, Seller warrants to Customer that the Services will perform substantially in conformity with Seller's technical specifications outlined in the Supply Agreement during the term of the Supply Agreement.
- Subject to the limitations and conditions hereinafter provided, Seller warrants to Customer that the Installed Software will at the Delivery Date perform substantially in conformity with Seller's technical specifications outlined in the Supply Agreement.

8.2.Warranty exclusions

It is hereby expressly agreed and acknowledged by Customer that the warranty granted by Seller in this Clause 8 excludes:

- i. any defects resulting from any act or omission of Customer (including its Affiliates and/or, co-contractors and/or suppliers), including but not limited to defects caused by accident, misuse, neglect, alteration, improper installation repair or testing, modification, failure to operate, failure to install Updates and/or use the affected Products and Services as per the Pre-requisites mentioned in the CSC or any other contractual document entered into by Customer;
- ii. non-compliance with any Seller's Pre-requisites;
- iii. the Products and/or Services having been used, handled, stored, maintained, installed or operated other than in accordance with Seller's instructions or Product and/or Service specifications or accepted aviation practice;
- iv. the Products and/or Services having been subject to any modification or alteration not authorized by Seller;
- v. the Products and/or Services having been used for purposes other than purposes for which they were intended;
- vi. the Products and/or Services having been subject to any neglect, faulty maintenance, accident, incident, abuse or misapplication or use in development or experimental running;
- vii. normal wear and tear.

8.3.Warranty period

For Services, except for Installed Software, the warranty is effective during the term of the Supply Agreement.

For Third Party Parts, the Customer will look solely to the warranties, if any, provided by the manufacturer of the Third Party Parts. Any claim, defects or the like related to such warranty shall be addressed directly to the relevant manufacturer of Third Party Part by Customer, unless otherwise instructed by Seller.

8.4.Customer's remedy and Seller' obligation

In the event of a Products or Services defect falling into the scope of the warranty described in this Clause 8, Customer's SOLE AND EXCLUSIVE REMEDY and in lieu of all other warranties and indemnifications, shall be at Seller's option to repair or replace or correct such Products or Services or reimburse up to the maximum price paid by the Customer in consideration of such Products or Services which are defective, in the form of a credit note. Such credit note shall be used within a period of two (2) years after issuance i) to pay for the outstanding debt due by Customer to Seller under any contract or otherwise and, ii) for the remaining amount if any to be spent for the purchase of Seller's goods or services.

The presence of a defect in any Products and/or Services shall not entitle Customer to cancel a Supply Agreement in whole or in part.

8.5. Warranty claim requirements

Warranty claims involving Products and/or Services may only be considered if they are made during the warranty period by written notification to Seller within sixty (60) days of the defect becoming apparent together with substantiated evidence.

8.6. Warranty administration

Seller assesses the validity of the claim based on claim details, reports, inspections, tests, findings during repairs, defect analysis and other relevant documents and inspected by Seller, at its sole discretion.

Acceptance or substantiated rejection of the claim by Seller shall be notified in writing by Seller to Customer.

Unless otherwise instructed by Seller, Customer shall return Products in accordance with the Incoterm CIP as this term is defined in the Incoterms 2020 publication issued by the International Chamber of Commerce to Seller at Room 4001-4041, Building No.2, Tianzhu Road No.8, Beijing Airport Economic Core Zone, Shunyi District, Beijing, 101312 PRC.

9. INDEMNITIES AND LIMITATION OF LIABILITY

9.1. Indemnities

A Supply Agreement may include the supply of various Products and/or Services, each of them being ruled by the appropriate paragraph here below.

For the purpose of this Clause 9.1, 'Seller' shall include Seller, its Affiliates, their respective subcontractors, the assignees of each of the foregoing and their respective directors, officers, employees and agents and any of their respective insurers.

9.1.1. The Customer shall, except in the case of willful misconduct and/or gross negligence of the Seller, be solely liable for and shall indemnify and hold harmless the Seller from and against all liabilities, claims, damages, costs and expenses (including legal expenses and attorney fees) incident thereto or incident to successfully establishing the right to indemnification, for:

- a) injury to or death of any person (excluding the directors, officers, agents or employees of the Seller) and/or;
- b) loss of or damage to any property and/or for loss of use thereof arising (including the Aircraft),

Arising from, caused by or in any way connected to:

- a) the performance of the Supply Agreement by the Seller, at all times, which for the avoidance of doubt includes the delivery of Services on or next to an Aircraft or also Online Services; or
- b) the supply of Products, Technical Data, Documentation, or Installed Software.

9.1.2 By exception to the above, each Party shall be responsible for injury to or death of its own personnel, or damage to its own property occurring during On-site Services (meaning Services Delivered on site, but without intervention or presence on or next to an Aircraft, such as visits, training sessions, audits or any other services performed on either Party's premises), whatever the cause. The Parties therefore waive the right to any claim against the other in this respect, except if such injury to or death or damage is caused by the gross negligence or willful misconduct of the other Party.

Notwithstanding the foregoing, the hosting Party shall except in case of gross negligence or willful misconduct of the visiting Party, indemnify and hold harmless the visiting Party for damages and claims relating to injury to or death or damages to properties (including reasonable legal expenses and reasonable attorney fees) incurred by third parties in connection with the performance of the On-site Services within the premises of the hosting Party.

9.2. Limitation of liability

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER (AS "SELLER" IS DEFINED BELOW FOR THE PURPOSES OF THIS CLAUSE) AND REMEDIES OF CUSTOMER SET FORTH IN THESE TERMS ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND TO THE FULLEST EXTENT PERMITTED BY LAW CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER AND RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST SELLER, EXPRESS OR IMPLIED HOWSOEVER, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY, PRODUCTS AND SERVICES DELIVERED UNDER THESE TERMS INCLUDING BUT NOT LIMITED TO: (A) ANY WARRANTY AGAINST HIDDEN DEFECTS; (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, WHETHER CONTRACTUAL OR IN TORT AND WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO PRODUCTS AND/OR SERVICES. SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, HOWSOEVER ARISING, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY SELLER'S PARTS AND/OR PRODUCTS AND/OR SERVICES DELIVERED UNDER THE SUPPLY AGREEMENT.

FOR ONLINE SERVICES ONLY AND EXCEPT WITH RESPECT TO THE INDEMNITY GRANTED IN CLAUSE 11.5 BELOW, THE PARTIES AGREE THAT SELLER'S AGGREGATE TOTAL LIABILITY TO THE CUSTOMER (INCLUDING CUSTOMER'S SUPPLIER AND USERS) ARISING UNDER OR IN CONNECTION WITH THE GTCS OR ANY SUPPLY AGREEMENT(S), FOR ANY COMPENSABLE DAMAGES, LIABILITIES, COSTS AND LOSSES INCURRED OR SUFFERED BY THE CUSTOMER (INCLUDING CUSTOMER'S SUPPLIER(S) AND USERS) SHALL NOT EXCEED, FOR ALL CLAIMS IN AGGREGATE, THE AMOUNT PAID BY CUSTOMER FOR THE PLATFORM SUBSCRIPTION FEES PER CALENDAR YEAR UNLESS OTHERWISE AGREED IN THE SUPPLY AGREEMENT.

For the purposes of this Clause 9.2, "Seller" shall include Seller, any of its Affiliates, their respective subcontractors, suppliers, co-contractors, the assignees of each of the foregoing and their respective directors, officers, employees and agents and their respective insurers.

10.INSURANCE

Customer shall maintain, at its own costs, suitable insurance with respect to the undertakings of Customer in the relevant Supply Agreement and shall provide, upon Seller's request, certificates of insurance from Customer's insurance company or Customer's insurance broker, in English or Chinese, evidencing such insurance coverage, in a form and for an amount acceptable to Seller.

Customer shall cause Seller, its Affiliates, their respective subcontractors, suppliers, the assignees of each of the foregoing and their respective directors, officers, employees and agents and their respective insurers to be named as additional insured under Customer's airline legal liability insurance including aircraft third party, passenger, baggage, cargo, mail and airline general third party legal liability insurance policies, including War Risks and Allied Perils (such insurance shall include the AVN52E Extended Coverage Endorsement (aviation liabilities) or any further Endorsement replacing AVN52E as may be available and excess war risks and allied perils third parties legal liabilities insurance) to the extent of Customer's undertaking hereunder. The combined single limit of these policies shall not be less than the limit a prudent company will maintain for similar activities and/or similar types of aircraft and such combined single limit shall respect any insurance requirement from any aviation insurance legal regulation if any applicable to the Customer.

With respect to Customer's hull all risks and hull war risks and allied perils insurance, Customer shall cause the insurers of Customer's hull insurance policies to waive all rights of subrogation against Seller, its Affiliates, their respective sub-contractors, suppliers, the assignees of each of the foregoing and their respective directors, officers, employees and agents and their respective insurers to the extent of Customer's undertaking hereunder.

Any applicable deductible shall be borne by Customer with respect to the above policies. Customer shall furnish to Seller, prior to the estimated Delivery Date of Products and/or to the start of any Services, a certificate of insurance compliant with the above provisions and certifying that such policies have been endorsed as follows: (i) Customer's liability policies shall be primary and non-contributory to any insurance maintained by Seller; (ii) Customer's liability policies shall contain a severability of interest

clause, (iii) such insurance shall include standard notice of cancellation clause; and (iv) Customer's above-mentioned hull insurance shall provide that all rights of subrogation against Seller have been waived to the extent of Customer's undertaking hereunder.

Should Customer not be the Operator or the Owner, Customer shall ensure that the Operator or the Owner complies with all obligations specified in connection with the above insurance requirements.

11. INTELLECTUAL PROPERTY RIGHTS OF PRODUCTS AND SERVICES AND END USER LICENCE AGREEMENT (EULA)

For the sake of clarity, when reference to EULA is made in any agreement, this Clause 11 shall apply.

11.1. Licence and conditions of use of IP Rights

In the event that Products and/or Services include Seller's IP Rights, Seller grants Customer upon complete payment and in consideration of the price, a personal, non-exclusive, non-transferable, world-wide, licence to use such Seller's IP Rights for the duration and for the Authorised Purpose set forth in the relevant Supply Agreement. Any other rights are expressly excluded and are retained by Seller or Seller's licensor.

Customer acknowledges that Seller's IP may contain third party IP Rights. Customer's access to and use of Third Party IP including but not limited to open source software, is as specified in the relevant Supply Agreement and as part of a Service and/or a Product, subject to Customer complying with the licensing terms and conditions applicable to such third party IP Rights. Seller disclaims any liability in relation to such third party IP Rights, including any access to or usage thereof.

11.2. Restriction of use

In the event that Products and/or Services include Seller's IP Rights and/or a third party's IP Rights (together referred to in this Clause 11.2 as "IP"), and unless otherwise agreed in writing in the Supply Agreement(s), Customer, shall not, and shall not authorise any third party to, without limitation, (i) extract, all or any part of IP, or create any derivative work from all or part of IP; (ii) reverse engineer, decompile, disassemble or transform, in any way IP and/or the object code of the software and/or digital solution into source code or in any other way attempt to discover, copy, transfer or distribute source code or underlying ideas or algorithms of software and/or digital solution; (iii) provide, distribute, sublicense, assign, share, sell, rent, lease, loan, use IP for time sharing or service bureau purposes or otherwise allow others to use IP or the right to use IP in any way for the benefit of third parties; (iv) delete or modify any copyright, author's right, trademark or any other proprietary right notice or logo of Seller or its suppliers; (v) adapt any part of IP nor integrate all or part of IP in any manner whatsoever into another product or service or solution; or (vi) use the IP for any purposes other than the Authorised Purpose.

11.3. Update of a Service

Customer shall install any Update provided by Seller, at its own cost, in accordance with the time schedule notified with the provision of such Update. In the event of Customer failing to install any such Update, Seller shall be relieved of any warranty or liability of any kind with respect to the conformity or operation of the Service.

Seller reserves the right to correct and modify any Services, at its sole discretion and Customer shall be informed of any Update by consulting the Services, or following a notice for Installed Software.

11.4. Delegation to third parties

Without prejudice to Clauses 11.1, 11.2 and 11.3, in the event of Customer intending to designate a maintenance and repair organization or a third party or any parent, subsidiary of Customer to perform the maintenance of the Aircraft or to perform data processing on its behalf (each a "Service Provider") and requiring for such activities, access to Seller's Intellectual Property Rights, Customer shall acquire a prior written consent of such request from Seller. If Seller accepts this request, access to the Seller's Intellectual Property Rights is subject to the signature by the Service Provider and Seller of, and compliance at all times with, an appropriate licensing agreement, at technical and commercial conditions to be further agreed.

11.5. Intellectual Property Right infringement indemnity

Seller warrants to Customer that it is duly authorised to provide Customer with Products and/or Services as set forth in the Supply Agreement.

Seller shall as sole and exclusive remedy defend, indemnify and hold Customer harmless from and against any third party claims alleging that use of any Products and/or Services, by the Customer,

constitutes an infringement of any Intellectual Property Rights of a third party, and agrees to bear all costs including notably any judgment or award made in connection with the infringement, attorney's fees and any other legal fees that may be incurred by Customer as a consequence thereof. The foregoing obligations do not apply (i) where Customer continues using Products and/or Services after being notified by Seller of their allegedly infringing nature and provided with modifications by Seller that would have avoided the alleged infringement, (ii) where Customer's use of Products and/or Services causing the alleged infringement is not permitted or as anticipated, indicated or specified under the Supply Agreement.

The Parties agree that the indemnification obligations provided in Clause 11.5 shall apply, provided that: Customer (i) notifies Seller in writing of any such claim within fifteen (15) days once it receives notice of the claim; (ii) gives Seller sole control over the defence and any settlement negotiations; (iii) gives Seller the information, authority and assistance Seller needs to defend against or settle the claim; and (iv) furnish to Seller all data, papers and records within Customer's control or possession relating to such claim or suit and acts, in such way as to mitigate damages and/or reduce the amount of royalties that may be payable as well as to minimize costs and expenses. Customer may choose to appoint its own legal counsel within the context of the claim, at its sole expense. Customer shall not admit any liability or make any payment or assume any expense, damages, costs or royalties to the third party asserting the claim without Seller's prior written consent.

Customer warrants to the Seller that it is duly authorised to provide the Seller with the Customer Data as set forth in the Supply Agreement.

Customer shall defend and hold the Seller harmless from and against any third party claims arising from or relating to any Customer Data and indemnify Seller from the damages, liabilities, costs and expenses that may be incurred by Seller as a consequence thereof, provided that Seller: (i) notifies Customer in writing of any such claim promptly once it receives notice of the claim; (ii) gives Customer the reasonable information. Seller shall not admit any liability or make any payment or assume any expense, damages or costs to the third party asserting the claim without Customer's prior written consent, such consent not being unreasonably withheld.

12.SUBCONTRACTING

Seller shall be entitled to subcontract all or any part of the Services.

Seller shall remain the sole point of contact regarding the performance of the Services unless otherwise agreed between the Parties in a Supply Agreement.

13.TERMINATION AND/OR SUSPENSION

13.1.Conditions

a) Termination for insolvency

Each Party may, to the full extent permitted by law, by written notice, terminate its obligations under these GTCS and the Supply Agreement, with immediate effect and without any liability to such Party, in the event the other Party:

- (i) makes a general assignment for the benefit of creditors or becomes insolvent;
- (ii) files a voluntary petition in bankruptcy;
- (iii) petitions for or acquiesces in the appointment of any receiver, trustee or similar officer to liquidate or conserve its business or any substantial part of its assets;
- (iv) commences under the laws of any competent jurisdiction any proceeding involving its insolvency, bankruptcy, readjustment of debt, liquidation or any other similar proceeding for the relief of financially distressed debtors;
- (v) becomes the object of any proceeding or action of the type described in (iii) or (iv) above and such proceeding or action remains undismissed or unstayed for a period of at least sixty (60) days; or
- (vi) is divested of a substantial part of its assets for a period of at least sixty (60) days.

b) Termination and/or suspension for failure to pay down-payment or any

Seller may, by notice as detailed in Clause 22 below, suspend the performance of its obligations under the Supply Agreement if Seller does not receive the down-payment immediately after placing the Purchase Order or signing the Specific Agreement or does not receive the payment of any invoice as per Supply Agreement at the date specified in the Supply Agreement.

Upon written request by Seller, Customer shall immediately provide satisfactory evidence to Seller, that it will be able to make payment of the balance of the price of the Products and/or Services when such payment is due. Seller reserves the right to suspend Delivery of all or part of the Products and/or Services until such evidence is provided.

In case of Customer's failure of its payment obligations in accordance with the Supply Agreement and if no evidence of payment is given by Customer, Seller reserves the right to terminate the Supply Agreement in compliance with Clause 13.2.

c) Termination for cause

Each Party shall be entitled to terminate the Supply Agreement and without incurring any liability:

- if the other Party is in breach of any ABC/AML Legislation as described in Clause 15;
- if the other Party is in breach of any Sanctions and Export Control as described in Clause 16.

Seller shall be entitled to terminate the Supply Agreement and without incurring any liability if Customer is in material breach of any of its obligations under the Supply Agreement.

13.2.Procedure

The Party entitled to terminate the Supply Agreement shall give a written notice (as detailed in Clause 22) to the other Party of its intent by a registered letter with a bill of receipt or by Email (as defined in Clause 21), in each case to the address provided in the Supply Agreement.

In case of termination for 13.1b) Termination and/or suspension for failure to pay down-payment or any invoice the breaching Party shall, within thirty (30) days after receiving notice specifying the nature of the breach, cure such breach, unless such default is of a nature that it cannot be cured within such thirty (30) days period, in which case no default shall exist so long as the breaching Party shall commence the curing of the breach within such thirty (30) days period and shall thereafter diligently prosecute curing the same.

In case the breach is not cured in the conditions stated hereabove, the Supply Agreement may be terminated by sending a written notice to the breaching Party.

In case of termination for 13.1 c), "Termination for cause", if any Party is in breach of any Sanctions and Export Control as described in Clause 16, and 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 Supply Agreement at any time without any liability towards the other Party, upon written notice to the other Party.

In case of termination for 13.1 c), "Termination for cause", in relation with any ABC/AML Legislation as described in Clause 15, the Parties hereby agree that if, a Party is found guilty of, or admits to, or enters into a settlement relating to, in each case, granting or receiving an Improper Benefit further to legal proceedings under any Applicable Legislation in respect of an Improper Benefit, the other Party may terminate all or part of these GTCS and/or the Supply Agreement without any liability towards the first Party.

Any violation of Clause 16.8 related to no re-export to Russia and/or Belarus shall constitute a material breach of the GTCS and the Supply Agreement, and the Seller shall be entitled to (i) suspend and/or terminate, without any liability, the Supply Agreement with immediate effect and (ii) any remedies at law or otherwise such as any indemnification for losses arising out of or in connection with the violation.

13.3.Duties upon termination

At the expiry or termination of the Supply Agreement, for whatever reason, Customer:

- shall pay to Seller, any and all amounts owed to Seller under such Supply Agreement and Seller's incurred costs at the effective date of termination, and/or incurred as a consequence of termination which shall automatically be due and payable on the effective date of termination;
- acknowledges that all rights, including licence rights, granted to Customer by Seller under the Supply Agreement or made available by third party suppliers/providers in the context of the Supply Agreement, shall immediately expire, unless otherwise stated in the relevant Supply Agreement.

Upon the effective date of expiry or termination of the Supply Agreement for any reason whatsoever, each Party shall immediately cease using the other Party's Confidential Information that such other Party has provided in connection with the Supply Agreement, and the Customer shall immediately return or destroy all Seller Confidential Information and any other Seller' data Customer may possess.

The provisions of the GTCS which by their nature should survive termination of the Supply Agreement, including without limitation those provisions addressing confidentiality, intellectual property, termination, limitation of liability, indemnities, export authorization, governing laws and jurisdiction shall continue to apply after termination, mutatis mutandis.

14.CONFIDENTIALITY AND PROPRIETARY INFORMATION

14.1. The exchange of Confidential Information between the Parties shall be governed by the frame non-disclosure agreement in force between the Parties if any. It's only in the absence of a frame non-disclosure agreement or specific provisions related to confidentiality mentioned in or referenced by the relevant Supply Agreement that the provision of the Clause 14.2 hereunder shall govern the exchange of Confidential Information among the Parties.

14.2. Unless otherwise stated in the relevant Supply Agreement, all proprietary information contained in the Products and/or Services and their respective Documentation, including but not limited to price, quotations, equipment, materials, computer software, processes, specifications, patent, copyright, drawings, formulae, data, model, descriptions studies, codes and/or other information relating to the design, assembly, composition, manufacture, performance, application, or operation of the Products and/or Services, and/or any information marked as "Proprietary", "Confidential" or with some other similar marking or denomination or all information communicated orally and is said to be Proprietary or Confidential in its nature and which could be converted into tangible, visible or record form, as the case maybe, that Customer knows or should reasonably know is confidential (collectively the "Confidential Information") are and will remain the exclusive property of Seller and/or its Affiliates as the case may be. Those proprietary rights will also apply to any translation into a language or languages or media that may be performed or caused to be performed by Customer, if so authorised by Seller.

The supply of the Confidential Information will not be construed as a further right for Customer to design or manufacture any aircraft or part thereof or spare part or Products or Services. Whenever Seller authorises Customer to manufacture certain items, such authorisation shall not be construed as express or implicit approval of Customer and/or of such manufactured items.

Customer shall limit access to Confidential Information to its employees solely having a need to know and shall not use it for any other purposes than those for which the Confidential Information has been communicated.

Confidential Information is supplied to Customer for the sole use of Customer who shall not disclose it or any part thereof to any third party without the prior written consent of Seller, save as permitted herein. Nevertheless, when disclosure of Confidential Information is required pursuant to any mandatory government or legal requirement imposed upon Customer, Customer shall give Seller prompt notice of any such request for disclosure, in due time.

Customer shall protect the Confidential Information with, at least, the same degree of care as it uses to protect its own Confidential Information, but in no instance shall such standard be less than reasonable care for highly sensitive data.

14.3. Seller has the right to disclose information disclosed or made available by the Customer in the frame of the supply of Product and/or Services to any of its Affiliates, suppliers, co-contractors, partners, advisors and agents, bound by confidentiality obligations, provided that such recipient has a need to know such information.

Data provided by the Customer may be stored through cloud computing solutions. Data pertaining to the operation, maintenance, configuration and/or modification of aircraft that are made available to Seller in the frame of the supply of the Products and/or Services may be shared by Seller with its Affiliates, suppliers, co-contractors, partners, advisors and agents, bound by confidentiality obligations, who can, as can Seller, and until otherwise notified by Customer by registered mail or by Email (as defined in Clause 21), in each case to the address provided in the Supply Agreement to Seller, use, analyse, aggregate, process, duplicate, transfer, modify, combine those data with other data and develop derivative works with such data, including for other purposes than the provision of the Products and Services. The provision of data to Seller shall not be construed as relieving Customer from any liability with respect to the aircraft, notably their operation, maintenance, airworthiness and with respect to the use of the data generated by such aircraft. Subject to applicable laws, regulations and contracts, Seller shall in particular be under no obligation to analyse any data and/or make reports to Customer, the Operator and/or the Owner of the Aircraft.

15. COMPLIANCE WITH ANTI BRIBERY & CORRUPTION / ANTI MONEY LAUNDERING LEGISLATION

Each Party shall, at its own cost, comply (and shall ensure that its directors, officers, agents, employees and its Affiliates comply) with any ABC/AML Legislation and with its obligations under this Clause 15. Customer shall provide to Seller any information that Seller may reasonably request from time to time in order to comply with the KYC Procedures (including information relating to the Customer's corporate structure and ultimate beneficial ownership, and the Customer's sources of financing).

Each Party hereby represents and warrants to the other that neither it nor any of its Affiliates (or any person associated with such Party or such Affiliate) has, as at the date hereof, paid, given, offered or received or agreed to pay, give, offer or receive any improper or illegal benefit (including in the form of any fee, commission, payment, salary, sponsorship, gift or other consideration) to and/or from any natural or legal person in connection with the entering into or the performance of these GTCS or any Supply Agreement (an "Improper Benefit").

Each Party undertakes that it will not, until such time as all of such Party's obligations hereunder have been discharged in full, pay, give, offer or receive or agree to pay, give, offer or receive any Improper Benefit.

16. SANCTIONS AND EXPORT CONTROL

16.1. Each Party commits to act in compliance with all applicable Export Regulations and acknowledge that diverting from such Export Regulations is prohibited. The Customer shall ensure that its supply chain and its customers, partners and relevant end-users comply with Export Regulations when dealing with Seller Products or Services.

16.2. The Parties acknowledge that performance by Seller of its obligations under these GTCS or any Supply Agreement remains subject to obtaining, and to the terms of, any required Authorisation.

Seller must not be held liable if an Authorisation is not granted, is granted with limited conditions and/or with delay or if an Authorisation fully or partially granted is suspended, revoked or not renewed.

In the event all or part of the Products or Services is subject to import restrictions in the country of Customer or end-user, the Customer shall be responsible for any relevant import authorisation required for Seller to deliver all or part of the Products or Services. It is Customer responsibility to obtain all required Authorisation for the re-export/re-transfer of any Seller Products or Services in compliance with Export Regulations.

Each Party agrees to provide to the other Party with any declarations or certifications required by Export Regulations and all information necessary to obtain and to comply with any required Authorisation (including providing without delay duly completed and signed end-user statement/certificate).

When the Products or Services are subject to Authorisations, the Customer undertakes to abide by the content of Authorisations, including specific end-use/end-user and provisions/conditions. Prior to any change in the end-use/end-user or transfer of Products or Services to any third party, the Customer shall notify Seller thereof and follow the instructions given by Seller.

16.3. Should the Customer be involved in the U.S. International Traffic in Arms Regulations (ITAR) Part 130 or in brokering activities pursuant to Export Regulations, it is the Customer's responsibility to comply with Export Regulations and to provide to Seller with copy of Authorizations and complete any declaration necessary for Seller to comply with Export Regulations.

16.4. When Customer or end user furnishes any Products or Services to Seller under a Supply Agreement, the Customer must ensure the required Authorisation is obtained prior to the Delivery. In addition, the Customer must provide in writing to Seller each Products or Services with all applicable export control classification(s) and the Authorisation number when applicable.

16.5. Seller's prior approval is required for Customer and if applicable the end-user to access any export controlled Products or Services and Seller has the right to grant, refuse, suspend or revoke such access right at any time without notice.

To access any export controlled Products or Services provided by Seller, the Customer and if applicable the end-user must complete and sign the "Compliance Declaration Template for Third Party Export Controlled Items Access Control".

16.6. Each Party represents to the other as at the date hereof that it is not a Sanctioned Person.

If at any time following the entry into force of a Supply Agreement, a Party becomes a Sanctioned Person or performance of a Party's obligations under these GTCS or any Supply Agreement would constitute a breach of Export Regulations (a "Sanctions Event"), the impacted Party shall promptly notify the other Party and the Parties shall, to the extent permitted by Export Regulations, 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 without liability its obligations under these GTCS or any Supply Agreement, including to the right of Seller to deny access to any Products or Services, at any time following the occurrence of a Sanctions Event.

16.7. The Customer undertakes to use the Products or Services exclusively for the scope of the Supply Agreement and to not directly or indirectly sell, import, (re-)export, (sub)lease, (re-)transfer, operate or use the Products or Services to/in territory or country that is the target of any sanctions or embargoes under Export Regulations or to a Sanctioned Person in violation of Export Regulations.

16.8. The Customer shall not sell, export or re-export, directly or indirectly, to Russia and/or Belarus or for use in Russia and/or Belarus any Products and/or Services supplied under or in connection with the GTCS or Supply Agreement. The Customer shall set up a mechanism to ensure that any third party comply with such prohibition and shall immediately inform Seller about any problems in applying this Clause and possible non compliance with the above provisions.

17. DATA PROTECTION

Each Party hereto, will ensure that it complies, at its own expense, with any applicable national data protection laws and regulations for the Personal Data that is provided or made available by one Party to the other Party in the course of the negotiation and performance of the Supply Agreement. In particular, for the access and use of Seller portals, web sites, applications and/or digital services, Seller is a data processor (which has the equivalent meaning of “entrusted party” under the Personal Information Protection Law of the People's Republic of China) and the relevant Seller privacy notice will apply to Customer’s employees and/or representatives.

18. FORCE MAJEURE

18.1. Seller shall not be held liable for the delay or failure in the performance of its obligations under the Supply Agreement due to governmental policies, war, natural disasters (such as serious storms, flooding, fires, avalanches and earthquakes) or other unforeseeable, unavoidable and insurmountable events that are out of control of a Party (“**Force Majeure Event**”), which might occur during the performance of the Supply Agreement, provided that the exemption of liability shall be limited to the extent of the influence of the Force Majeure Event.

18.2. The Party being affected by a Force Majeure Event shall immediately inform the other Party of the occurrence of a Force Majeure Event and, within fourteen (14) Business Days thereafter, the Party shall send by fax, Email or other means to the other Party the evidence of the occurrence of the Force Majeure Event, demonstrating the details of the event and the performance that has been affected. When the Force Majeure Event subsides, the Party shall immediately notify the other Party of the same by fax, Email or by other reasonable means, and resume the performance of its obligations subject to Clause 18.3 below.

18.3. Notwithstanding the above provisions in this Clause 18, in the case of a Force Majeure Event, the Party being affected by such event still has the obligation to take all necessary measures to minimize the damages and losses to the other Party caused by the Force Majeure Event. In the event that the Force Majeure Event lasts for more than two (2) months, Seller shall have the right to immediately terminate the Supply Agreement by sending a written notice to the other Party.

19. ASSIGNMENT

Customer shall not assign a Supply Agreement or any interest therein or any rights thereunder (including the right to receive Delivery) without the express prior written consent of Seller. Any assignment made without such consent shall be of no effect whatsoever between the Parties hereto. Notwithstanding the above, Seller shall be entitled to assign or transfer all or part of any Supply Agreement to any Affiliate, without further formalities and without remaining liability as from the assignment or transfer date.

20. SEVERABILITY AND ORDER OF PRECEDENCE

In the event that a provision of the GTCS and/or of any Supply Agreement is determined by any competent court, tribunal or regulatory authorities to be unlawful or unenforceable, it shall be severed from the GTCS and/or of any Supply Agreement and replaced with another lawful provision having substantially the same effect.

Such replacement shall not affect any other provision, nor the balance of the GTCS and/or of any Supply Agreement.

In the event of any conflict between the following documents, the applicable order of precedence shall be as follows:

- The Supply Agreement,
- Airbus China Digital Platform Terms of Use,
- The GTCS,
- The terms of use of the relevant Platform if any, such as AirbusWorld GTC, and
- Other documents mentioned under the GTCS.

21.NOTICES

All notices and requests, demands or other communications shall be delivered to each Party either by personal delivery or registered mail (return receipt requested) or express mail (tracking receipt requested) or traced electronic mail with transmission confirmed by an email delivery receipt ("**Email**").

In the case of notice by registered mail or express mail, the date upon which it is received by the addressee shall be deemed to be the effective date of such notice or request, provided that if such date of receipt is not a Business Day, then notice shall be deemed to have been received on the first following Business Day. In the case of notice by personal delivery or Email, the date of delivery shall be deemed to be the effective date of such notice or request.

All correspondence, documents and any other written matters in connection with the GTCS shall be in English.

Notices shall be sent as appropriate to the names and addresses given by a Party or, in the absence of designated contact person, to such Party's CEO.

Either Party may change its postal address or Email address (or addressee) for receipt of such notices with a ten (10) Business Days written notice to the other Party.

22.NO WAIVER

The failure of either Party to enforce at any time any of the provisions of the GTCS and/or any Supply Agreement shall in no way be construed as a waiver of such provisions.

23.GOVERNING LAW AND DISPUTE RESOLUTION

The GTCS and Supply Agreement shall be governed by, subject to and construed and the performance thereof shall be determined in accordance with the laws of the PRC. The United Nation Convention on contract for the International Sale of Goods (April 11, 1980) and any successor thereto shall not apply.

Any dispute, controversy or claim arising out of or in connection with the GTCS and any Supply Agreement including any question regarding their existence, validity or termination or any non-contractual obligation arising out of or in connection with them, shall be submitted to a competent court of law in Beijing, which the Parties agree is the place of contract formation and contract performance of the GTCS and any Supply Agreement.

24.DEFINITIONS

Words importing to plural shall include the singular and vice versa.

"ABC/AML Legislation" means any law, regulation, embargo or restrictive measure (in each case having a force of law) of, or imposed by, the PRC, the United Nations, the United States of America, the Council of the European Union or any of its member States, the United Kingdom, any other country or any official institution or agency of any of the foregoing, in relation to anti-money laundering, anti-corruption, anti-bribery and counter terrorism financing.

"Acceptance Letter" means Seller's written acceptance of a Purchase Order.

"Affiliate" means any legal person, another legal person directly or indirectly Controlling, Controlled by or under common Control with such person.

“Airbus Catalogue” or **“CSC”** means current customer services e-catalogue available on AirbusWorld, describing Products and Services which may be purchased by Customer from Seller under a Supply Agreement.

“AirbusWorld GTC” means the “General Terms and Conditions of Access to and Use of AirbusWorld” as may be subsequently extended, modified and/or amended.

“Airbus China Digital Platform” means the Airbus China Digital Platform, owned, operated and made available by ACEMS for the provision of the Services, including all ACEMS internet websites, ACEMS mobile applications and other ACEMS online platforms, together with all Content distributed by ACEMS or displayed by ACEMS on or through such platform.

“Airbus China Digital Platform Terms of Use” mean the conditions to access to Airbus China Digital Platform as may be subsequently extended, modified and/or amended.

“Aircraft” means, individually or collectively, in the event:

- a) the Customer is the Operator, the aircraft (i) benefiting from a Product supplied and/or Service Delivered under a Supply Agreement and (ii) operated by the Customer; operated means all aircraft registered under the Customer AOC (Air Operator's Certificate) or equivalent local certificate;
- b) the Customer is not the Operator, the aircraft benefiting from a Product and/or Service under a Supply Agreement.

“Authorisation(s)” means any licence, approval, authorisation, regulatory registration, consent, agreement, exception or exemption to export, re-export, import, transfer or retransfer any Item according to Export Regulations.

“Authorised Purpose” means use of the Products and/or Services subject to IP Rights for the defined purpose as set out in the Supply Agreement or the Airbus Catalogue.

“Binding Purchase Order” means a Purchase Order accepted by Seller with an Acceptance Letter. Binding Purchase Orders are governed by GTCS, despite any provision to the contrary of the Purchase Order. Binding Purchase Order creates Customer’s obligation to buy and Seller’s obligation to sell the Products and Services listed or referred to in the Purchase Order as accepted by the Acceptance Letter. The Commercial Offer and the GTCS shall form part of the Binding Purchase Order, together with the Purchase Order and the Acceptance Letter.

“Business Day” means any day other than a Saturday or Sunday or a public holiday in the PRC.

“Commercial Offer” means the offer provided by Seller to Customer with the commercial, technical and financial terms applicable to the supply of certain Products and/or Services, by reference to the CSC as the case may be. Commercial Offer even signed by the Seller and the Customer cannot be considered as a Specific Agreement as defined below.

“Customer Data” means data made available to Seller by Customer under any Supply Agreement.

“Control” means, in respect of a legal person, the power of another legal person to direct the affairs and/or control the composition of the board of directors or equivalent body of the first legal person and the terms **“Controlling”** and **“Controlled”** shall be construed accordingly.

“Customer” means any legal entity which buys or procures the purchase for consideration and/or free of charge, of Products and/or Services from Seller.

“Delivery”, **“Delivered”** or **“Deliver”** means in relation with a Product and/or a Service the fact for the Seller to make such Product and/or such Service available to the Customer.

“Delivery Date” means the date when a Product or a Service is made available to Customer.

“Documentation” means documents, provided online or otherwise together with Products and/or Services, which describes the main features of the Products and/or Services and how to use it, including technical publication.

“Email” has the meaning given to it in Clause 21.

“End User License Agreement” or **“EULA”** means the rights and obligations of the Parties in relation with Seller’s IP Rights as described in Clause 11.

“Export Regulations” means the PRC, United States of America (“U.S.”), European Union (“E.U.”) and any other applicable national laws and regulations related to economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, export control regulations, Authorisations or other similar restrictive measures.

“GTCS” means this document entitled “ACEMS General Terms and Conditions of Supply”.

“Installed Software” means any software and/or database made available by Seller to the Customer for installation on any hardware (including the Aircraft) or Customer information systems or integrated in a Product.

“Intellectual Property Rights” or **“IP Rights”** means any intellectual and industrial property rights including but not limited to all rights in patents, utility models, semi-conductor topography rights, copyrights, authors’ rights, trade marks, brands, domain names, trade secrets, know-how and other rights in information, drawings, logos, plans, database rights, technical notes, prototypes, processes, methods, algorithms, workflows, any technical-related documentation, any software, source code, registered designs and other designs, in each case, whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

“KYC Procedures” means any applicable “know your customer” due diligence, including, anti-money laundering, anti-corruption, anti-bribery, counter terrorism financing, sanctions or other similar checks and procedures, whether resulting from any internal requirement of Seller or from the operation of any applicable legislation.

“Online Services” means any cloud computing solutions, software-as-a-service, platform-as-a-service or infrastructure-as-a-services, made available online by the Seller to the Customer on any Platform.

“Operator” or **“Owner”** means the operator and/or the owner, as applicable, of the Aircraft on which the Service is performed or for installation in, or with respect to, which a Product is Delivered.

“Party” or **“Parties”** means Customer and/or Seller, as the case may be.

“Personal Data” means data concerning or in relation to a person recorded by electronic or otherwise that could be used to independently identify or be combined with other information or data to identify that person, including but not limited to a person’s name, date of birth, ID number, biologically identified Personal Data, addresses and telephone numbers, etc.

“Platform” means the online digital portal or platform chosen by Seller that will be used to access Online Services.

“PRC” mean the People's Republic of China which, solely for the purpose of the GTCS, does not include the Special Administrative Regions of Hong Kong, Macao or Taiwan.

“Pre-requisites” mean those obligations described in Supply Agreement or in the CSC which are required to be complied with by Customer for Seller to deliver Product and/or Service.

“Products” mean any material products sold, supplied or leased by Seller to Customer under a Supply Agreement including but not limited to spares parts and tools, supplier’s equipment, ground support equipment, modification kits and associated Documentation.

“Purchase Agreement” means the purchase agreement signed between Customer and Seller for the purchase of an Aircraft.

“Purchase Order” means a written order sent by Customer to Seller for the purchase of Products and/or Services, which may refer to an Airbus Catalogue, a Commercial Offer or to a Specific Agreement, and with a detailed description, the quantities, the order number, the delivery schedule, the currency and Seller’s prices, as available.

“Sanctioned Person” means (a) any natural or legal person that is the target of any Export Regulations or (b) any natural or legal person that is directly or indirectly owned or Controlled by one or several person(s) designated under (a) above.

“Seller” Means AIRBUS (CHINA) ENTERPRISE MANAGEMENT AND SERVICE CO., LTD., (referred as “ACEMS”), a limited liability company duly incorporated and validly existing under the laws of PRC, with its legal address at Room 4001-4041, Building No.2, Tianzhu Road No.8, Beijing Airport Economic Core Zone, Shunyi District, Beijing, 101312 PRC.

“Seller’s Part(s)” means spare parts used by Seller in the Products and/or Services.

“Services” mean any intangible services such as service bulletins, Technical Data, Online Services, Installed Software and associated Documentation sold, supplied or leased by Seller to Customer under a Supply Agreement including but not limited to on-site support representative, training services, engineering services, maintenance-repair-overhaul services and/or technical assistance.

“Specific Agreement” means any agreement including its appendices and annexes and all documents cited by reference, and together with their successive amendments and/or versions, in force for any sale, lease or supply of Products and/or Services by Seller to Customer, either for consideration or free of charge.

“Supply Agreement” means any signed Specific Agreement or any Binding Purchase Order including their appendices and annexes and all documents cited by reference, and together with their successive amendments and/or versions, for any sale, lease or supply of Products and/or Services by Seller to Customer, either for consideration or free of charge.

“Taxes” mean any present or future taxes, stamp duties, levies, imposts, customs duties, charges, dues, fees, deductions or withholding, imposed, levied, collected, withheld or assessed by any governmental authority or any political subdivision or taxing authority.

“Technical Data” means the flight operations and maintenance engineering technical data and Performance Engineer Package (set of performance computation modules for the aircraft type covered under the Supply Agreement including software components, databases and consultation tools) necessary to operate and maintain aircraft, listed in the then current CSC throughout the operation of each Aircraft.

“Third Party IP” means any third party computer program, database or component that Seller purchases or licenses from any third party and distributed to Customer either as a sublicense or as a direct license from such third party, under its own license terms and conditions.

“Third Party Part(s)” means parts which are not manufactured by Seller and where Seller is acting as a distributor or reseller of such Third Party Part.

“Update(s)” means any update(s) or revision of Service which Seller, at its discretion, makes generally available to Customer.