

# GENERAL CONDITIONS OF SALE

## CLAUSE 1 – CONTENT / ENFORCEABILITY

1.1 – These General Sales Terms and Conditions (hereinafter 'GSTC') apply to all sales of products (including spare parts) and to all services (hereinafter 'the Products' and 'the Services') provided by Goodrich Actuation Systems SAS (hereinafter 'GOODRICH'), from the placing of an order (hereinafter 'the Order') by the Purchaser (hereinafter 'the Purchaser')

1.2 – The GSTC comprise the terms and conditions of sale described below. The prices of Products and Services are listed either in a quotations prepared by GOODRICH or in the GOODRICH catalogue or in any contract that may be made between GOODRICH and the Purchaser (hereinafter 'the Contract').

## CLAUSE 2 – ORDERS

2.1 – When GOODRICH makes a proposal (hereinafter 'the Proposal'), the Purchaser shall have thirty (30) days to accept the Proposal from the date it was issued by GOODRICH, unless otherwise stated in writing. If the Purchaser does not accept the Proposal within this time, it will lapse.

2.2 – If the Purchaser places an Order this shall imply that he expressly accepts these GSTC to the exclusion of all other general purchasing terms and conditions and/or other documents and/or any other contrary indication given by the Purchaser, none of which shall under any circumstances take precedence over the present general sales terms and conditions.

The only documents that take precedence over these GSTC are the particular terms and conditions of the Order sent to the Purchaser by GOODRICH and/or those mentioned in GOODRICH's acknowledgement of receipt (hereinafter 'the Acknowledgement') and/or any contractual stipulations arising from the Contract.

2.3 – GOODRICH reserves the right to refuse the Purchaser's Order, particularly but not solely if the price of the said Order is lower than the minimum stipulated in GOODRICH's quotation, in the GOODRICH catalogue or in the Contract.

2.4 – Orders shall be firm once confirmed by GOODRICH's Acknowledgement which will specify:

- Order number;
- subject of Order;
- price, quantity;
- delivery times or dates (for information only);
- any other particular terms and conditions relating to the Order;
- these GSTC.

The terms and conditions in the Acknowledgement sent by GOODRICH to the Purchaser shall take precedence over those in the Order. Unless the Purchaser makes a valid objection to the terms and conditions stipulated in the Acknowledgement within three (3) working days of receipt, they shall be deemed accepted in full.

## CLAUSE 3 – DELIVERY

### 3.1 – Delivery times

Delivery shall be in accordance with the delivery time mentioned either in the Acknowledgement or in the Contract, which date is an indication only and GOODRICH shall in no case be bound by it.

Any change made to the Order at the Purchaser's request may give rise to change of delivery date pursuant to clause 12 below.

Failure to comply with the delivery date, whatever the reason, length of the delay or consequences to the Purchaser, shall not give rise to any penalties for late delivery, or damages or the cancellation or termination of current Orders.

However, should the delay in delivery be the result of *force majeure* as defined in clause 17 below, and be longer than ninety (90) days, the Order may be cancelled forthwith at the request of any Party subject to clause 17 below. Such cancellation shall not oblige GOODRICH to return the payment on account or to pay the Purchaser any other indemnity or damages.

### 3.2 – Conditions

The Purchaser shall take delivery of the Products on the date and at the place of delivery stipulated in the notice of release sent by GOODRICH by any written means (including ordinary mail, fax or e-mail) to the Purchaser to advise him that the Products are available.

## CLAUSE 4 – PLACE OF DELIVERY - RISKS

4.1 – Unless otherwise stipulated in the Contract, delivery shall be EX WORKS from the GOODRICH plant, as per Incoterms 2010.

The transfer of risk (loss, theft and damage) relating to the Products or equipment with regard to which GOODRICH has supplied a Service shall take place as soon as they are made available on GOODRICH's premises. Loading of the Products or equipment on the vehicle designated for carriage shall be the responsibility of the Purchaser unless otherwise stipulated in the contract between the Parties.

4.2 – In the event of ex-works delivery, the Products or equipment shall travel at the Purchaser's risk. In the event of damage or loss it shall be the Purchaser's responsibility to make all necessary checks and confirm his dissatisfaction to the carrier by extrajudicial document or registered letter within three (3) days (not including holidays), or within any other period stipulated in the contract of carriage, following acceptance of the Products or equipment by the Purchaser.

## CLAUSE 5 – RECEIPT

Without prejudice to any action that may be taken against the carrier, any complaints about obvious defects and/or missing Products and/or non-conformity of the delivered Product with the ordered Product or with the waybill must be made to GOODRICH in writing within eight (8) calendar days of delivery.

In the case of surface treatments, defects about which complaint may be made shall be limited to those discovered on acceptance of the Products by the Purchaser immediately after delivery.

It is the Purchaser's responsibility to provide evidence of the defects or anomalies discovered. The Purchaser shall allow GOODRICH to make the necessary checks, prepare a report on the alleged defects or anomalies and remedy them.

## CLAUSE 6 – RETURNS

Pursuant to article L. 442-6-I-8 of the French Commercial Code, the Purchaser shall not refuse or return Products, or unilaterally deduct from GOODRICH's invoices any penalties or discounts for failure to meet a delivery date or for non-conforming Products unless the debt is certain, liquid and payable and GOODRICH has been able to check that the grievance is genuine.

Products may be returned only with the prior written consent of GOODRICH, unless they are defective. Any non-defective Product returned without such consent will be stored by GOODRICH at the Purchaser's expense but no credit note or refund will be issued. The expenses and risk of returning Products shall in all cases be borne by the Purchaser.

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In the event the delivered Products have obvious defects or are non-conforming, and GOODRICH has duly verified this in a report prepared pursuant to clause 7 below, the Purchaser shall be offered free replacements for the Products, but no other indemnity or damages shall be payable. Should damaged Products be returned by the Purchaser or a third party, GOODRICH shall repair them at the Purchaser's expense. The cost of the repairs shall be previously agreed in writing by the Parties. Any payments made pursuant to this clause (paid repairs, storage or other costs, invoiced by GOODRICH) shall be subject to the payment terms stipulated in these GSTC.

### CLAUSE 7 – WARRANTY

#### 7.1 – Products and Services

Products (including spare parts but excluding consumables) delivered by GOODRICH are guaranteed against all manufacturing and materials defects for one (1) year from the date the Products were delivered to the Purchaser's premises; the waybill given to the Purchaser by the carrier shall serve as proof of the date of delivery.

Services, except for surface treatment, are guaranteed for six (6) months against defective workmanship.

In the case of surface treatments, GOODRICH's guarantee is limited to defective workmanship discovered during acceptance of the Products by the Purchaser immediately after delivery.

Product warranties are confined to the repair or exchange, at GOODRICH's discretion, of Products that GOODRICH has acknowledged to be defective. Service warranties are confined to ensuring the conformity of Services acknowledged by GOODRICH to be defective, or, if applicable and at GOODRICH's discretion, to issuing a refund or credit note. The amount of the refund or credit note shall be equal to the value of the Services acknowledged by GOODRICH to be defective or to any lesser sum paid by the Purchaser for the Services, if full payment has not been made at the date GOODRICH recognised the warranty.

**7.2** – In no case shall the guarantee stipulated in clause 7.1 cover any kind of direct damage or consequential loss caused to the Purchaser because he was unable to use the defective Product or the equipment for which GOODRICH has supplied a defective Service.

The warranty shall not cover the cost of placing the Products or equipment on the system or apparatus of which it is an integral part, or of removing it from the system or apparatus of which it is a part.

**7.3** – The warranty stipulated in clause 7.1 shall not apply and GOODRICH shall bear no liability, in (*inter alia*) the following circumstances:

- a) The delivered Products, as described in the Acknowledgement of the Order, have been reprocessed or modified;
- b) The Products have been repaired or maintained by persons not approved by GOODRICH, or the instructions or maintenance manuals supplied by GOODRICH have been disregarded;
- c) The damage is due to negligence by the Purchaser or user, or to misuse, overuse or overloading (even temporary) of the Product by the Purchaser or to the user's inexperience.
- d) Where surface treatment is concerned, the Purchaser has not supplied wrappings or sufficient and/or adequate packaging or has not used the packaging method recommended by GOODRICH.
- e) The Product has not been used for the use or purpose for which it was supplied or under the conditions of use stated in the specifications or instruction manuals produced and/or expressly accepted by GOODRICH.
- f) The Product has not been stored as instructed by GOODRICH.
- g) The damage has been caused by an accident to all or part of the Product or to the system or apparatus of which it is a part.
- h) The damage is the result of normal wear and tear to the Product.
- i) The damage has been caused to all or part of a piece of equipment that cannot be identified as being part of the delivered Product or the delivered Product itself.

The above warranty exclusions shall also apply to equipment for which GOODRICH has supplied a Service.

The Purchaser shall give GOODRICH every opportunity to verify, at the Purchaser's risk and expense, any defects in the Products or Service and to correct them.

In no case shall the warranty under clause 7.1 extend to any damage caused by the defective Products or Supplier to goods that the Purchaser is not using chiefly for his personal use or private consumption.

### CLAUSE 8 – USE OF PRODUCTS BY THE PURCHASER

**8.1** – The Purchaser shall be solely liable and shall indemnify GOODRICH, and/or ensure GOODRICH is indemnified, if (but not only if) the Products and/or Services are used:

- (i) disregarding the instructions provided by GOODRICH and the uses and purposes for which the Products and/or Services were supplied by GOODRICH; or
- (ii) for any purpose other than assessments or testing by the Purchaser of test or prototype Products/Services.

**8.2** – The Purchaser hereby gives an undertaking to GOODRICH to:

- (i) inform himself of all obligations imposed by law, administration or any other authority, institution or group concerning Products and/or Services or applications for which the Products and/or Services are intended
- (ii) to comply with such obligations for as long as the Products are in his possession or under his control;
- (iii) to ensure that any persons buying the Products from him also inform themselves of these obligations and undertake to comply with them;
- (iv) to indemnify GOODRICH or ensure GOODRICH is indemnified, should any action for damages be brought for the breach of any such obligation.

**8.3** – The Purchaser shall promptly provide GOODRICH with all information GOODRICH or the Purchaser consider necessary to proper fulfilment of an Order, including *inter alia* information about the end purpose of the Product and any other data that may be requested by GOODRICH. GOODRICH accepts no liability for the consequences if the Purchaser fails to comply with these obligations.

**8.4** – The Products and Services are subject to US export regulations. Any redirection of Products or Services that contravenes these regulations is strictly prohibited. The Purchaser shall comply with these regulations and in particular shall declare that he is not a Restricted Person on any of the lists drawn up by the US authorities. Certain Products may be subject to US ITAR (International Traffic in Arms Regulations). Such Products may not be exported or distributed to subjects of foreign governments inside or outside the United States unless this is permitted by the said Regulations.

### CLAUSE 9 – PRICE – PRICE GUARANTEE

**9.1** – Prices for Products and Services are those current on the day-of the Order [To be in compliance with clause 10 and French contract law; clause 1583 of the French civil code]

If deliveries are staggered or postponed for reasons imputable to the Purchaser beyond the guarantee period for the prices stated on the Acknowledgement of the Order, the price charged shall be that applying on the day of delivery.

Prices quoted shall take account (*inter alia*) of the cost of materials, pay, subcontracting, tax and exchange rates current on the date of the Acknowledgement.

GOODRICH reserves the right to amend its prices to reflect in exchange rates and/or new taxes and duties that may take effect, for any reason whatever, before delivery of the Products and/or supply of the Services.

**9.2** – Unless otherwise stipulated in the Proposal, sale prices shall be net of tax, ex-works, exclusive of carriage and packing and quoted in euro (€). The sale price shall not include any fees payable to outside authorities or government agencies such as DQP/SQ (Department of Quality and

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Progress - Quality Section) or DPAC (Civil Aviation Programme Directorate) for performing quality controls on the Products and/or Services sold by GOODRICH at the Purchaser's request.

**9.3** – GOODRICH shall offer no price reductions unless previously agreed in writing by the Parties as objectively demonstrated by the proofs supplied by the Purchaser to GOODRICH.

### CLAUSE 10 – TERMS OF PAYMENT

**10.1** – Unless otherwise agreed in writing by the Parties as objectively demonstrated by the proofs supplied by the Purchaser to GOODRICH, invoices shall be paid as follows: a deposit of thirty (30) per cent of the value of the Order is payable at Order. The balance shall be paid within thirty (30) days of the invoice date.

**10.2** – Payment of a deposit on the Order shall in no way entitle the Purchaser to withdraw from the purchase by forfeiting the deposit which, if the Order is cancelled shall be retained by GOODRICH as indemnity without prejudice to any other indemnities it might claim for such cancellation.

**10.3** – Should sale involve payment by instalments, failure to pay any single instalment shall render the outstanding balance due immediately. GOODRICH shall also be entitled to suspend delivery.

In no case may payments be suspended or offset in any way without the prior written consent of GOODRICH.

**10.4** – Pursuant to L. 441-6 of the French Commercial Code, the Purchaser shall be liable for penalties for late payment at three times the legal interest rate current when the invoices in question fall due. Such penalties shall fall due without notice, shall take effect on the day the invoice falls due and shall remain in force until payment is made. Payment shall not be deemed to make until GOODRICH has actually received the full price of the Products and/or Services and the penalties for late payment.

There shall be no discount for advance payment.

**10.5** – Pursuant to L.441-6 of the French Commercial Code, in case of late payment, the Purchaser shall be liable for the payment of compensation for recovery costs, set at forty (40) euros. Such compensation shall become due without notice. It shall take effect on the day the invoice falls due and shall remain in force until payment is made. Payment shall not be deemed to be made until GOODRICH has actually received the full price for the Products and/or Services and the compensation for recovery costs.

GOODRICH shall be entitled to obtain reasonable compensation from the Purchaser for any recovery costs exceeding that fixed sum and incurred due to Purchaser's late payment. This could include expenses incurred, inter alia, in instructing a lawyer or employing a debt collection agency.

### CLAUSE 11 – RESERVATION OF TITLE/TRANSFER OF RISK

**11.1** – GOODRICH shall retain title to the Products until full payment has been made, including principal, expenses, interest and additional expenses. Payment shall not be deemed to have been made until GOODRICH has actually received the full price of the Products together with any penalties for late payment.

In the case of Products supplied as part of a standard exchange service, the full extent of the service provided by GOODRICH shall consist in supplying the Product and any associated adjustments. Hence payment shall not be deemed to have been made and transfer of title to the Product shall not take place until GOODRICH has actually received the full price of the entire service as stated in the appropriate invoices.

In the event the price for the Products has not been paid before the deadline stipulated in clause 10.1, GOODRICH reserves the right to recover the delivered Products and, if it thinks fit, to cancel the Order and/or the Contract without prejudice to the exercise of other rights or the taking of legal action.

**11.2** – In the event the Purchaser re-sells the Products to a third party before paying the price owed to GOODRICH and does not pay the price for these Products at the due date, the Purchaser shall assign to GOODRICH as guarantee and until his debt is paid, all receivables he may hold from the said third parties in connection with the re-sale of the Products.

**11.3** – Notwithstanding the above reservation of title sub-clause, transfer of risk (loss or theft of or deterioration of Products) relating to the Products shall take place as soon as GOODRICH makes the Products available on its premises and, unless otherwise agreed by the Parties in accordance with clause 4.1, the Purchaser shall be responsible for loading the Products on the vehicle agreed by the Parties.

**11.4** – If GOODRICH is supplying Services, the products that are the object of these Services and that the Purchaser has sent to GOODRICH shall remain the property of the Purchaser and shall not under any circumstances become the property of GOODRICH. GOODRICH shall then be the keeper of the said products from the time they are received on its premises until GOODRICH delivers them in accordance with clause 4.1 above.

### CLAUSE 12 - MODIFICATION, CANCELLATION OR TERMINATION OF ORDERS

**12.1** – Any modification to an Order requested by the Purchaser shall be subject to the prior written consent of GOODRICH.

Should a modification to an Order cause damage to GOODRICH, GOODRICH shall be entitled to require the Purchaser to pay (i) all expenses arising from the modification, including *inter alia* storage, administration, the cost of amending the computer program for production, and the cost of work done by third parties, (ii) and any additional indemnity that GOODRICH may reasonably claim as compensation for damage suffered in consequence of such modification.

Moreover, GOODRICH may change the delivery date by reason of the modification, without any prejudice to GOODRICH.

In all such cases, GOODRICH may change the price of the Order in accordance with clause 9.1 above or cancel the Order.

**12.2** – If the Order is cancelled or terminated after the Products have been put into production or at the beginning of provision of the Services, the Purchaser shall refund to GOODRICH the value of the services already completed and/or commenced and the commitments given in connection with this manufacture of Products or performance of Services at the date of the cancellation/termination, including *inter alia* the cost of raw materials, price of finished or semi-finished products, components, stocks and work in progress, and overheads together with any expenses it may have incurred and any additional compensation that GOODRICH may reasonably claim for the cancellation/termination.

Should the Order be cancelled before the Products have been put into production or the Services have commenced, the Purchaser shall pay GOODRICH an indemnity that GOODRICH may reasonably claim as compensation for damage it has suffered, in addition to the deposit mentioned in clause 10.1 above.

### CLAUSE 13 – CONFIDENTIALITY

“**Confidential Information**” means any information or data (including verbal and visual information and data and any information or data given in writing or on any other support or by any other method) disclosed to (or obtained by) the Purchaser by or from GOODRICH. Without prejudice to the generality of the above definition, Confidential Information shall also include *inter alia* any information that can be checked by inspection or analysis of samples, and any information relating to GOODRICH's operations, procedures, projects, intentions, specifications, samples, models, equipment, pricing, Product information, know-how, rights to drawings, business secrets, software, business opportunities, software, customers or business.

Confidential Information shall also include all information that may be obtained by examining, testing or analysing any physical object or material supplied by GOODRICH, even if the obligation to mark and identify it has not been complied with. Confidential Information supplied in written or machine-readable form shall be marked “Confidential” or “Property of the author” or bear some similar notice identifying it as confidential or private. Confidential Information supplied verbally or on a visual medium, or in any other intangible form, shall be confirmed in writing (or in tangible form) and marked as stipulated here within thirty (30) days of its disclosure to the Purchaser.

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The Purchaser shall not use and/or declare and/or disclose to any third party or legal or natural person any Confidential Information that may have been supplied to the Purchaser or of which the Purchaser could have obtained knowledge in connection with the Order and/or Contract, without the prior written consent of GOODRICH.

The following shall be considered strictly confidential: the commercial, financial and technical terms and conditions of GOODRICH's Proposal and the drawings and technical documents supplied to the Purchaser before or after the signing the Contract or placing the Order, even after specific examination, whether or not this was paid for. Such drawings and technical documents shall remain the property of GOODRICH alone.

The present duty of confidentiality shall survive the complete fulfilment, cancellation or termination of the Order and/or Contract by ten (10) years.

The Purchaser shall ensure that the above undertakings are respected by his managers, staff and any third party who may gain knowledge of the abovementioned Confidential Information.

Should the Purchaser fail to comply with this clause, GOODRICH may cancel any contract and/or Order and the Purchaser shall pay GOODRICH indemnities and compensation for any damage suffered by GOODRICH as a result of such non-compliance.

### CLAUSE 14 – SPECIFICATIONS, DESCRIPTIONS, DRAWINGS AND INTELLECTUAL PROPERTY RIGHTS

**14.1-** GOODRICH reserves the right to modify the specifications of Products and/or Services to comply with any applicable French, European or international standard, law or regulation relating to health, safety or quality.

If the Products are manufactured and/or Services performed in accordance with information or drawings/plans supplied by the Purchaser or to his design or specifications, or standard Products and/or Services are modified in accordance with the Purchaser's instructions:-

(i) GOODRICH gives no warranty as to the performance, effectiveness, safety etc. of Products and/or Services (notwithstanding any stipulation to the contrary in these GSTC);

(ii) the Purchaser shall indemnify GOODRICH or ensure GOODRICH is indemnified for any liability it may incur if:-

(1) the Products and/or Services breach (a) any intellectual property rights including, without prejudice to the generality of the present clause, patents, registered drawings and copyright or (b) any law or regulation;

(2) Products and/or Services that are performing inadequately, are ineffective, unsafe, or have any other defect in the event that such defect is due (wholly or partly) to an error or omission in the said information, drawings/plans, specifications or instructions.

There shall be no breach of contract and no liability shall devolve upon GOODRICH if the specification or design of any Product and/or Service has been modified in a way that GOODRICH reasonably considers not to affect the suitability of the Products and/or Services for the use for which they were supplied by GOODRICH.

Unless expressly otherwise agreed in writing, GOODRICH may not be required to supply Products and/or Services in accordance with any specification, information, drawings/plans or samples supplied by the Purchaser.

**14.2** – Any information (in whatever form or format, including *inter alia* creations, drawings, procedures, specifications, reports, data including CAD/CAM data, business secrets, software and know-how), and any invention whether patentable or not (all such information and inventions being hereafter 'Intellectual Property') created, developed, owned, controlled or manufactured by GOODRICH before the effective date of the first Order placed by the Purchaser or Contract made between the Parties for Products and/or Services or outside the Orders or Contract, or developed independently of the fulfilment of the Orders or Contract, and all ensuing intellectual property rights (hereafter 'Prior Intellectual Property') shall remain the property of GOODRICH.

All Intellectual Property created, developed or made by GOODRICH in connection with these GSTC or any Order or the Contract ('Subsequent Intellectual Property'), and ensuing intellectual property rights shall remain the exclusive property of GOODRICH.

**14.3** – No right or licence shall be granted to the Purchaser in respect of any patent, copyright, rights to drawings or any other intellectual property right other than the right to use or re-sell the Products or use the Services during the Purchaser's normal business. Shop rights are specifically excluded.

**14.4** – In no case shall GOODRICH be liable to the Purchaser for any loss, damage or claims against the Purchaser in the event that the Products and/or Services breach intellectual property rights including, without prejudice to the generality of the present clause, patents, drawings and models, rights to drawings and copyright or any law or regulation.

### CLAUSE 15 - LIABILITY

**15.1** – GOODRICH shall be liable only for death or personal injury caused by accident that is duly proven to have been caused by a defective Product made by GOODRICH.

**15.2** – GOODRICH accepts no liability for damage caused by defective Products to goods that are not used by the Purchaser principally for his own use or private consumption.

**15.3** – GOODRICH's liability for all damage arising from non-fulfilment or incorrect fulfilment of the Order and/or Contract shall be limited to the warranty in clause 7 above. In no case will GOODRICH accept liability for any consequential loss, indirect financial damage or loss of business.

**15.4** – The Purchaser shall be solely liable for, and shall hold GOODRICH and its agents, executives, employees and insurers harmless from any liability arising from complaints, losses, liability and proceedings, judgments, expenses and costs (including legal fees) and similar that are connected in any way to the death or personal injury of any person, or to any loss or damage to goods belonging to any person, entity or company (including GOODRICH) as a direct or indirect consequence of acts or omissions by the Purchaser in connection with the fulfilment or any Order or performance of the Contract between the Parties.

### CLAUSE 16 – INSURANCE

Throughout the lifetime of the Order and/or performance of the Contract, and for a minimum of four (4) years following issue of the Acknowledgement of the said Order or signing of the said Contract of sale, GOODRICH shall maintain an insurance policy offering the following cover and containing the following provisions and shall at the Purchaser's request provide him with an insurance certificate attesting to such cover.

### CLAUSE 17 – FORCE MAJEURE

No Party shall be held liable for failure to fulfil any of its contractual obligations if the late performance or non-performance of such obligations is caused by *force majeure*.

'*Force majeure*' means any event beyond the reasonable control of the Parties, i.e. any event that is unforeseen, unavoidable and beyond the control of the Party that suffers it, including *inter alia* natural disasters, official strikes, civil unrest, riot, embargo, wars, lockouts, failure to obtain export licences for Products and/or their components and/or Services, acts of state, etc.

If one Party is unable to perform its contractual obligations for an uninterrupted period of ninety (90) days by reason of *force majeure*, either Party may cancel the unfulfilled part of the Order and/or Contract and no indemnity of any kind shall be owed to the other Party for the cancelled services.

In all cases the Purchaser shall pay GOODRICH for Services already performed and/or begun in connection with the said Products and/or Services at the termination date. Such termination shall not oblige GOODRICH to refund the deposit or pay the Purchaser any other indemnity or damages.



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### CLAUSE 18 – WAIVER OF RIGHTS

Should GOODRICH at any time fail to apply any of the stipulations in the GSTC and/or the Order and/or Contract, and/or apply them at a later date, this shall in no case be taken as waiver of the right to apply the said stipulation or as justification for disputation of the validity of all or any part of these GSTC, of the Order or the Contract, or as waiver by GOODRICH of its right to apply such stipulation subsequently.

### CLAUSE 19 – ASSIGNMENT

The Purchaser shall not, without the prior written agreement of GOODRICH, assign the rights and obligations arising from these GSTC or from the Contract. GOODRICH may, however, assign or subcontract all or any part of the Order or Contract.

### CLAUSE 20 – COMPLETENESS OF THE AGREEMENT

These GSTC and the Order and its Acknowledgement and any contract made by the Parties constitute the whole of the contractual undertakings made by the Parties with regard to the service to which the Proposal relates. They replace all agreements, undertakings, working documents, informal agreements, and prior communication both verbal and written that relate to these terms and conditions.

### CLAUSE 21 – APPLICABLE LAW – JURISDICTION

**21.1** – These GSTC are subject to French law.

**21.2** – Notwithstanding any stipulation to the contrary in the Purchaser's general terms and conditions of purchase and/or any other commercial document issued by the Purchaser, any dispute between GOODRICH and the Purchaser concerning the existence and/or validity and/or construction and/or performance and/or consequences of the Order or contract made between GOODRICH and the Purchaser that cannot be amicably settled between the Parties shall be subject to the sole jurisdiction of the Versailles Commercial Court, even for additional applications and proceedings against a guarantor. Specific sale terms and conditions and/or various shipping or payment methods and/or place of delivery shall not derogate from or cause novation to this stipulation.