

1. Area of application

The purpose of these general purchasing conditions is to define the methods according to which Toulouse-Blagnac Airport, identified on the front of this document and hereinafter referred to as "the Customer", places orders with the supplier hereinafter referred to as "the Supplier" for Goods (materials, equipment, etc.) and/or Services (services, surveys, work, etc.) hereinafter referred to collectively as "the Service".

They are the result of negotiation between the Customer and the Supplier.

These general purchasing conditions shall govern the order on the front of this document and form an integral part thereof. They prevail over all the other terms and conditions which may have been exchanged by the parties, unless they are modified by special clauses mentioned on the order.

Overall, it has to be noted that Customer's orders are established according to French public contracts regulation.

2. Orders

The Customer is bound only by orders which have been issued and validated by the Customer's relevant departments. This order has been digitally validated by the Customer's departments, with the words "Order digitally validated by Toulouse-Blagnac Airport Departments by (Name and position of the purchaser)".

The Supplier shall acknowledge receipt of the Customer's order and shall return it to the latter by all possible means. By signing and dating the order, writing its name on it and affixing its company stamp, it shall thus acknowledge its acceptance of the Customer's digitally validated order as well as these general purchasing conditions to the exclusion of all other conditions.

3. Specifications and execution

The technical specifications of the Goods or Services to be procured shall be mentioned on these documents or on a document attached to this order. The Supplier shall execute the Service in accordance with industry standards, the stipulations or annexes of the order relating to expected performance, technical stipulations, plans, etc.

No modification may be made to the specifications, plans and in general, to any document used as a basis for the order, without the Customer's prior written agreement.

4. Delivery

All deliveries, apart from exceptions mentioned on the order or on the attached documents, shall be sent with postage and packaging paid to the precise delivery location in the Toulouse-Blagnac Airport zone specified on the front of this document.

Until it reaches its destination, the merchandise shall be transported at the sole risk of the Supplier.

All merchandise deliveries shall be accompanied by a delivery note indicating the date and the number of the order, the identification of the Supplier, and the identification and quantity of the delivered goods. The signing of the delivery note is deemed as acceptance of the delivery by the Customer, unless reservations are mentioned.

For Services concerning work, an acceptance procedure shall be conducted. This shall be conducted by both parties, upon the request of the first party to act and failing that, judicially. Acceptance shall ensue from the signing of the final acceptance report.

The acceptance is the starting point for the guarantees instituted by Articles 1792, 1792-2, 1792-3, 1792-6 and 2270 of the French Civil Code.

5. Lead times

The execution dates mentioned (delivery date, completion of service, work, etc.) by the Customer on the order are final and shall be understood to be the maximum execution date, the execution lead time.

No delay will be accepted by the Customer except in the event of "force majeure". In the case of late delivery, the Customer shall have the right:

- to apply late penalties equal to 1% of the price excluding tax for each working day of delay,
- if the delay exceeds 10 clear days, to cancel the order by regular mail, without any compensation whatsoever, and to have recourse to any other Supplier of its choice.

6. Invoices and payment

The invoices are drawn up in euros, in two copies and sent to the invoicing address indicated on the front of this document. They shall include the total amount for the Services without VAT, the total amount of VAT, and the total amount including tax, in accordance with the order. The invoice shall also mention the associated order number, the service or goods provided, and the period concerned where applicable. If these particulars are missing on the invoice, the Customer may return it to the Supplier, without giving rise to any compensation or starting the payment deadline times.

Partial invoices not provided for by the order shall not be taken into consideration, unless with prior agreement by the Customer.

Unless otherwise agreed on the front of this document and subject to compliance of the delivery with the Services, the order payment deadline is fixed at 45 days end of the month from the date the invoice was sent. If payment is late, the interest rate applicable to late penalties shall be three times the legal interest rate, in accordance with Article L441-6 of the French Code of Commerce.

7. Price

The Prices mentioned on the order are, except where special conditions apply thereto, deemed firm and include all incidental expenses, notably for transportation, packaging, insurance and possible travel expenses, etc.

8. Guarantee

Unless otherwise specified, the acceptance of the order by the Supplier, under the terms of Article 2 above, constitutes its commitment to guaranteeing the delivered merchandise, parts and labour for twelve months from the date indicated on the delivery note.

9. Health, Safety and Environment Rules

The Supplier shall comply with all safety measures implemented in the airport zone and shall undertake to require members of its personnel and its possible subcontractors to comply with them also.

The airport platform has two areas with different characteristics: a freely accessible area, apart from private premises, referred to as "town side" and a "runway side" area, classified ZSAR (Security Restricted Area), whose access conditions are available for viewing and can be downloaded at the following address: <http://www.toulouse.aeroport.fr>, "Professionals" tab, "Suppliers" section, "Contractual Documents" folder, entitled: "Access conditions to the runway side area".

For Services regarding deliveries of goods or services, they are deemed to be known and accepted by the Supplier and shall be complied with.

For work, when the Services must be carried out in the ZSAR area, the access instructions are attached to the order and shall be signed, dated and returned to the Customer. It is obligatory to comply with them. Under these circumstances, the work Supplier is granted a free quota of five airport identification cards so that it can fulfil its order obligations. However, it will be expensive to issue all these additional airport identification cards or vehicle passes, under the terms in force on the date of the request and specified by the Price Guide for Non-Aviation Fees (available for consultation on the Customer's website).

The Supplier is also obliged to comply with the rules applicable in the airport zone regarding the environment and people's health and safety, instructions for which are available for viewing and can be downloaded at the following address: <http://www.toulouse.aeroport.fr>, "Professionals" tab, "Suppliers" section, "Contractual Documents" folder, entitled: "Booklet of general safety and environmental rules at Toulouse-Blagnac Airport".

For Services regarding deliveries of goods or services, they are deemed to be known and accepted by the Supplier and shall be complied with.

For work, the booklet is attached to the order and shall be signed, dated and returned to the Customer. It is obligatory to comply with it.

10. Tax and social provisions

The Supplier guarantees the Customer, by the acceptance of the order, that it is not prohibited from submitting a tender, as specified by Article 45 of Order No.2015-899 of 23 July 2015. To this effect, the Supplier is obliged to send all certificates from less than a year, proving compliance with the afore-mentioned article. It shall provide these documents and, if required, on the <http://www.e-attestations.fr>, software on line, available free of charge by the customer. In addition, it shall provide these documents according to any Customer request. In case of breach of such obligations, the Customer reserves the right to charge penalties, which amounted to 500 euros before tax per missing document

Moreover, the Supplier declare on his word of honor that he satisfied the legal obligation relative to the fight against the illegal work.

As such, he commit to execute the service only by people regulary employed, including the case of detached employees.

11. Liability and insurance

Certificates insurance owed in conformance with this order must be put back to the Customer and, where necessary, supplied on the above-mentioned IT platform planned for that purpose.

The Supplier shall be liable for all damages it may cause to the Customer, its employees or third parties, in carrying out this order.

If the Supplier needs to carry out the Services or work on the airport site, the Supplier shall take out and maintain an insurance policy guaranteeing damages or losses of any

nature which may be caused to the Customer or to third parties.

The Supplier cannot, under any circumstances, take advantage of, either to evade all or part of its obligations arising from the order, nor to form complaints, constraints which could be caused by the special regulations applicable to the Customer or by the requirements connected to the running of the terminal.

12. Transfer of ownership and risk

The transfer of ownership and risk of goods or provision of services shall occur when the delivery note for them is signed.

For work Services, the transfer of ownership and risk shall occur when the final acceptance report is signed by the parties.

13. Subcontracting and transfer

The Supplier shall not be able to transfer or subcontract all or part of the order unless it has prior written agreement from the Customer.

When the Service Provider wishes to call upon a subcontractor, it shall approach the Customer in order to draw up a subcontracting declaration on the model that the Customer will have sent following its request.

14. Confidentiality

The Supplier agrees not to divulge any of the information which may be sent to it by the Customer. It further guarantees that all of its employees and possible contractors shall comply with these obligations.

15. Cancellation of Order

The cancellation of the order may be incurred if the Services provided did not comply with the specifications shown on the order or appended to it. The cancellation will proceed from the simple sending of a letter, without any compensation whatsoever for the Supplier. The cancellation is also incurred in the event of late delivery, and according to the terms set out in Article 5.

16. Intellectual property

The Supplier guarantees the Customer that all the Services supplied to it under the main obligation arising from the order or as a secondary activity for its execution, are transferred to the Customer in accordance with the legislation relating to intellectual property rights. It also guarantees the Customer against any action which might be brought against it, in particular with seizure and counterfeiting.

17. Litiges

In the event of dispute or disagreement relating to this order, or resulting from its interpretation or application, the parties undertake to do their best to reach an amicable solution. Failing this, the dispute shall be subject to an arbitration procedure prior to any litigation procedure. At the initial stage, the more diligent party shall refer the matter via letter registered with acknowledgement of receipt to the "PME correspondent" of Toulouse-Blagnac Airport: Angélique BES.

If no agreement has been reached within 30 clear days, and if the more diligent party wishes to pursue the procedure, it shall then refer the matter to the Inter-Company Arbitrator, (<http://www.economie.gouv.fr/mediateur-des-entreprises>). In either case, if the arbitration enables the parties to reach an agreement, this shall be formalised in a settlement agreement drawn up as per articles 2044 *et seq.* of the French civil code.

If need be, and in the absence of an agreement, the parties can refer the dispute to the court of competent jurisdiction in Toulouse.