

GENERAL TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. Definitions

For the purposes of these General Terms and Conditions (the "General Terms and Conditions"):

- "Buyer": Helicopters Italia S.r.l. Unipersonale.
- "Export control": goods or services subject to controls on exports, imports, or re-exports of military equipment.
- "Supplier": the firm to which the purchase order is assigned.
- "Days": unless otherwise specified, the days other than Saturday and Sunday when the banks are open and operating in Trento.
- "Helicopters Italia": Helicopters Italia S.r.l. Unipersonale, with registered office in Rome, Via Dei Luxardo 24, Fiscal Code and VAT ID no. 01280780220, registration number at the Companies Register of Trento 128160 and registration number at the Companies Register of Rome no. 1158901.
- "Service letter": technical/commercial communication of the Manufacturers.
- "NDA": Non Disclosure Agreement
- "Quote": the price quote communicated by the Supplier to Helicopters Italy and integral part of each Order.
- "Order": the form signed by Helicopters Italy, with which the same asks to purchase the Components and/or Services.
- "Services" means the performance of a combination of all or only one of the following operations: overhaul, repair, inspection, replacement, modification, or correction of defects in an Aircraft or an Aircraft Component, and the related updating of on-board documents, trainings, design, and technical and engineering support services.
- "FOD Foreign Object Damage": series of actions and products to prevent the presence of foreign bodies on vehicles or structures that may represent a threat and danger to the proper functioning of the mechanism or device.
- (ESD) Electro Static Discharge

2. Scope

These General Terms and Conditions of Purchase (hereinafter referred to as GCP) govern the terms and conditions of purchase of any type of material by Helicopters Italia.

The GCP are the clauses contained in this document.

The special conditions (hereinafter SC) are the clauses contained in the purchase order of Helicopters Italia.

The technical specifications (hereinafter referred to as TS) are specifications, drawings, manuals and/or similar that integrate the SC and that, for technical reasons, are treated as annexes.

The purchase order and any technical specifications are the documents that define the technical-operational requirements of the supply and that are integral part of the order.

These GCP have been written in Italian and English. In case of a dispute on the interpretation of the GCP, only the text written in Italian will prevail and will be considered the official text.

3. General requirements

The GCP are integral part of the purchase order and are applied as essential clauses of it. Only the special conditions indicated in each purchase orders prevail over the GCP and may constitute a derogation from them. The GCP and any special conditions may not be modified or be added unless agreed in writing between HELICOPTERS ITALIA and Supplier. The GCP are valid for all purchase orders sent by HELICOPTERS ITALIA to the Supplier.

In case one or more of the articles provided for by the CGP are ineffective for any reason or non-compliant to mandatory rules of law, the ineffectiveness and non-compliance to those rules do not extend to the other articles.

4. Acceptance of the General Conditions of Purchase and of the purchase order

The Supplier formalizes the acceptance of the GCP and the purchase order by returning a copy duly signed and stamped for acceptance and/ or by sending order confirmation on own headed paper. If, within seven (7) days from the receipt, the Supplier has not returned the purchase order duly signed, HELICOPTERS ITALIA reserves the right to cancel the order at any time. The beginning of the execution of the purchase order by the Supplier constitutes complete acceptance of the same including the reference documents (GCP, technical specification, etc.). The GCP are tacitly accepted unless otherwise communicated to HELICOPTERS ITALIA within seven (7) days from the receipt of the purchase order.

The purchase order, the GCP, any special conditions and annexes represent the complete agreement between the Parties and exceed any previous agreement on the object of the supply. The Supplier's acceptance of the purchase order and its annexes automatically cancels the general conditions of sale of the Supplier.

5. Delivery time

The Supplier undertakes to strictly adhere to the agreed delivery terms which are to be considered essential and accepted. Any delays shall be formally communicated within the deadline communicated by the Buyer.

6. Prohibition of assignment of the purchase order and of the credit

The Supplier shall not be entitled to assign to Third Parties, even partially, the purchase order without the prior written authorization of HELICOPTERS ITALIA. It is excluded the assignment of the credit deriving to the Supplier from the purchase order if not in the presence of express formal authorization of HELICOPTERS ITALIA.

7. Force Majeure

In the presence of a Force Majeure event (such as earthquakes, fires, epidemics, etc.) that could compromise the agreed delivery dates, the Supplier is obliged to inform HELICOPTERS ITALIA in writing specifying the entity of the delay. The Supplier shall in any case take all those actions aimed at reducing the delay. Any new delivery date/time must be agreed between HELICOPTERS ITALIA and the Supplier in relation to the impediment of the Force Majeure case.

In case the cause of Force Majeure involves a delivery delay exceeding 7 (seven) days HELICOPTERS ITALIA reserves the right to terminate the purchase order at any time by sending a communication in the form of a registered letter with return receipt or via PEC.

8. Deliveries and packaging

Deliveries of the materials must be accompanied by the prescribed shipping documents on which the following information shall be indicated: Buyer's order reference, date, number, description of the product/service, quantity, gross and net weight of the packages, shipping vehicle. The Supplier shall provide adequate packaging of the supply and to foresee all the preservation requirements as specified in the purchase order or in the technical drawings / specifications provided by Helicopters Italia or, if not specified, according to the best techniques generally applied in the uses of the commerce remaining however responsible for all the damages of the supply suffered from the not suitable packaging.

In the event that the delivery and packaging of the goods is not compliant to the instructions provided by HELICOPTERS ITALIA, the transport costs and the damages suffered by the Parties will be at Supplier's charge and in any case in accordance with the specified INCOTERM.

9. Penalty for late delivery

In case of delays in the delivery object of the purchase order HELICOPTERS ITALIA reserves the right to apply to the Supplier and without prejudice to any right of termination and compensation for any damage suffered a penalty of 0,5% of the value of the amount, indicated on the purchase order, of the supply not delivered within the deadline contractually agreed, for each complete week of delay. The total amount of the penalty may not exceed 10% of the value of the purchase order of the supply.

10. Pricing

In the absence of clauses expressly provided for in the purchase order, the prices are fixed and cannot be revised. Any price changes shall be communicated in a reasonable time, accepted and formalized through a review of the order.

11. Payment terms

In the absence of clauses expressly provided for in the purchase order, the payment condition is a 30-day bank transfer given at the end of the month.

12. Invoices

Invoices shall be made out as follows: HELICOPTERS ITALIA S.r.l., Via Dei Luxardo, 24 - 00156 Roma, VAT number 01280780220. All invoices shall contain: number and date of the purchase order, list of supply items with their order reference line, supplied quantity, number and date of the transport document, any serial number, customs code, any nomenclature related to export control, any documents required in the SC.

13. Supply control

The acceptance of the supply is subject to the verification of compliance with the conditions (quantity and quality) required in the purchase order of HELICOPTERS ITALIA integrated, if it will be necessary, with the relevant technical documentation. Upon delivery of the goods, HELICOPTERS ITALIA will carry out the appropriate quantitative, qualitative and documentary checks. If the product/service does not correspond to what is contractually agreed, it will be refused and made available to the Supplier for replacement, at its responsibility and expenses, with another product/service conforming to the prescriptions contained in the purchase order or it will be object of appropriate actions aimed to re-stabilise the required requirements.

For aeronautical parts shall always be provided appropriate documentation, EASA Form 1 or similar if the part comes from a state not belonging to the European Community, certificate of conformity and log card (if necessary), documents relevant to possible test report and, basically, any declaration foreseen or specifically required by HELICOPTERS ITALIA in the order.

If the parties or the service were susceptible to appropriate Export Control appropriate nominative authorization shall be present as well as the classification in case of supply of military or dual use parts.

Check of quality record for aeronautical goods/services

The supplier must have implemented an adequate quality management system with an audit plan necessary to verify the correct implementation and maintenance of the processes and to establish appropriate processes and procedures to identify, store, protect, recover, hold, keep records relevant to the supply of the product/service for a period of not less than three years.

Preservation of aeronautical components

If the Supplier performs services that need to maintain components at its premises, the Supplier is obliged to preserve the components using the necessary products (such as maintenance oils/fats) or anti-moisture cartridges.

Aeronautical components counterfeit or suspected not to be approved or to be expired

In case of identification by HELICOPTERS ITALIA of components counterfeit or suspected not to be approved, the Supplier is required to have in place appropriate procedures to ensure immediate identification and segregation of these compo. Upon detection, the Supplier undertakes to promptly notify the event by providing everything necessary to identify and track the components, providing a new part or service and bearing any possible additional management costs.

In case of expired components, it is up to the Supplier to check the obsolescence.

Subcontractors

In the case of subcontracting, the Supplier is in any case responsible to verify the conformity of the activities carried out by him regardless of the type of service or goods supplied, taking care of the communication of the necessary requirements.

14. Warranty

The Supplier shall ensure that the supply is free from defects that render it unsuitable for the use for which it is intended or significantly reduce its value, whether apparent or hidden. The Supplier is liable for damages directly caused to goods or people attributable to a defective part or parts of its supply. The Supplier is obliged to hold HELICOPTERS ITALIA free from any claim for compensation as a

result of the non-conformity and unreliability of its supply by compensating HELICOPTERS ITALIA for any damage suffered.

15. Injuries

The supply subject to the purchase order shall be guaranteed in accordance with the safety provisions in force. The Supplier undertakes to apply, where necessary, the current legislative requirements.

16. Information on the processing of personal data (regulation 2016/679)

Pursuant to Articles 13 and 14 of Regulation (EU) 2016/679, HELICOPTERS ITALIA (data controller) informs that, as regards the data of its suppliers (data subjects), only the personal data necessary for the management of business relations will be processed (personal data, address, fiscal code, VAT number, bank account number). The data are processed both electronically and on paper. The data may also be communicated to external professionals to whom HELICOPTERS ITALIA is aimed both for the provision of services and the supply of purchased products, and for the fulfilment of administrative and tax obligations.

Such treatment is finalized to the conclusion of the contracts, therefore the eventual refusal to supply such data can involve both the lacked or partial performance of the contract and the lacked continuation of the relationship. The data are processed in compliance with the current legislation and in order to ensure the full respect of the security and confidentiality. The data will be retained for the duration of the business relationship between the parties and for an additional period of 10 years. The data subject has the right at any time to access, rectify, update, supplement, delete, limit and oppose the data processing by submitting a written request to the data controller or to the address amministrazione@italy.airbus.com. In addition, the data subject, if he considers it appropriate, in relation to the data processing done by HELICOPTERS ITALIA has the right to fill a complaint to the Data Protection Authority.

17. Code of conduct

The Supplier declares to have read/returned signed and to know the Code of Conduct published on the official website www.helicoptersitalia.it or attached to these GC that establishes principles with which HELICOPTERS ITALIA manages its activities and relationships with Third Parties.

18. Express cancellation clause

Pursuant to art. 1456 cc, HELICOPTERS ITALIA has the right to terminate the contract by simple communication to be sent in the form of a registered letter with return receipt or via PEC to the Supplier in one of the following cases:

- a) in case of non-compliance by the Supplier with the operational technical requirements of the services covered by the supply, indicated in the purchase order and in the annexes if present;
- b) in case of assignment of the purchase order and the credit by the Supplier, revision of prices by the Supplier in the absence of express written agreement;
- c) in case of supply non-compliant with the conditions of quantity and quality required by HELICOPTERS ITALIA with the purchase order, failure by the Supplier to comply with the applicable accident prevention regulations, disclosure, or misuse of confidential information by the Supplier, misuse or patent of confidential information by the Supplier, breach of confidentiality obligations by the Supplier of these GCP;

- d) in case the Supplier does not comply with the behavioural indications specified in the code of conduct. In any case, HELICOPTERS ITALIA is entitled to claim compensation from the Supplier for any damage suffered.

19. Unilateral withdrawal

HELICOPTERS ITALIA has the right to withdraw unilaterally and without notice, by simple written communication to be sent in the form of a registered letter with return receipt or via PEC to the Supplier, without being obliged to pay any penalty or compensation for damages, in case one of the following hypotheses will occur:

- a) acquisition by a Third-Party company of control of the Supplier, insolvency, liquidation, controlled administration, extraordinary administration, composition with creditors, bankruptcy of the Supplier;
- b) in case the Supplier is definitively convicted/sanctioned for one or more of the crimes referred to in Legislative Decree 231/2001 and s.m.i.

20. Inspections and checks at the Supplier

The Suppliers are checked beforehand in order to verify their integrity in accordance with the Ethics & Compliance policies provided by the Airbus Group, including but not limited to Chapter 17 above. Furthermore, they are also subject to a further periodic reassessment based on selection criteria, validation and monitoring of performance as well as, of course, audit activities if necessary for the purposes of the existing certifications in force between the Parties. In this regard, the Supplier undertakes to guarantee to HELICOPTERS ITALIA, to its Customers and to the Competent Authorities free access to its own infrastructures and to the necessary documentation for the checks required of the product/service provided.

HELICOPTERS ITALIA reserves the right, subject to prior notice, to send people or inspection bodies to the Supplier's premises to verify, at any time and during normal working hours, the progress of production, the quality of the raw materials used and the correct fulfilment of all the obligations assumed by them with the purchase order in compliance with the applicable security and confidentiality rules. Such inspections and controls shall not relieve the Supplier of its contractual obligations.

Training for aeronautical services

The Suppliers must have implemented a training system necessary to establish and maintain an adequate level of training to support the products/services provided in compliance with the integrated quality system. The training shall include activities related to the compliance and safety of the services provided, to the importance of ethical behaviour as required in Chapter 17, to the FOD and ESD risks where applicable.

FOD risk management in aeronautics field

The Suppliers shall implement a program for the management of the FOD avoiding the risks arising from contamination, corrosion, damage, deterioration and pollution from any external object or substance. A more complete description of the matter is available on aeronautical portals.

21. Equipment, materials owned by HELICOPTERS ITALIA

The drawings, moulds, equipment, samples, IT supports and delivered by HELICOPTERS ITALIA to the Supplier for the execution of the purchase order, are to be considered as "confidential infor-

mation". Technical information, processes, services and activities provided in any form that the Supplier has become aware of in connection with the execution of the contract shall be understood as "confidential information" as well.

It is expressly agreed that the same cannot in any case be reproduced and shall be used by the Supplier only for the execution of the purchase order.

HELICOPTERS ITALIA reserves the right to prepare appropriate NDA when necessary.

22. Confidentiality

The Supplier commits not to advertise under the name of HELICOPTERS ITALIA. All information contained in the purchase order, any annexes to it and any information that may be provided by HELICOPTERS ITALIA during the delivery, shall be considered strictly confidential.

It is strictly forbidden for the Supplier to have direct relationships with the final customer of HELICOPTERS ITALIA unless explicit consent of HELICOPTERS ITALIA.

23. Applicable law

As far as not expressly regulated by these GC or in any special conditions, HELICOPTERS ITALIA and the Supplier make explicit reference exclusively to the rules of the Civil Code and the current Italian Legislation.

24. Place of jurisdiction

For all disputes that may arise between HELICOPTERS ITALIA and the Supplier depending on these GC and special conditions, the court exclusively competent to decide will be the one of Trento.