

TESTIA GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 – Scope of application

These General Terms and Conditions of Sale conform to article L 441-6 of the Commercial Code and shall apply exclusively to all commercial contracts between TESTIA and its Customers. In accordance with current legislation, these General Terms and Conditions of Sale are systematically communicated to any Customer who requests them to enable them to place an order with TESTIA. These conditions define the respective rights and obligations of the parties as well as the conditions under which TESTIA will perform the services, training and product sales provided to the Customer. Unless otherwise agreed in writing, all sales made by TESTIA to the Customer will be governed by these Terms and Conditions and will be an integral part of the agreement between the customer and TESTIA. The Customer is deemed to have accepted these Terms and Conditions after having signed them or having signed documents contained in a Commercial Proposal relating to them, or after accepting the commercial documents referring to the Commercial Proposal for Terms and Conditions, or finally if the supply of the services has begun and the invoice refers to the Terms and Conditions annexed or published on the TESTIA Website. They apply without restriction or reservation no matter what clauses appear on the documents of the Customer and in particular its General Conditions of Purchase. They remain in force until there is an update which will be published on the TESTIA website.

ARTICLE 2 – Orders

Orders are made, in principle, after the issue of an estimate or based on the catalogue price which has been communicated to the Customer. Orders are normally confirmed in writing by means of a purchase order from the Customer in the form of a document issued from the Customer's system, or an email agreeing to the price, or a contract duly signed by the Customer. The sale takes effect only after express written acceptance of the Customer's order by TESTIA. This agreement will, in principle, come into force by an acknowledgement of receipt or by the signing of the contract. Any potential changes to the order requested by the Customer will be taken into account within the limits of the possibilities of TESTIA only if they are notified in writing, at least 15 days before the scheduled date for the provision of the services ordered, and after signature by the Customer of a new order form which contains any potential adjustment to the price. In the case of a cancellation of the order by the customer after its acceptance by TESTIA, for whatever reason except force majeure, a sum corresponding to 33 % of the total bill will be claimed by TESTIA, by way of compensation for damages incurred.

ARTICLE 3 – Conditions specific to training provision

3.1. The nature of the training

The training activity must fall into one of the categories listed in L.6313-1 of Book VI of the Labour Code. Pursuant to L.6353-1 of the Labour Code, the vocational training mentioned in article L.6313-1 of the Labour code must be carried out in accordance with a pre-established program which, depending on the specific objectives defined, specify the educational, technical and supervisory means to be used as well as the means of monitoring its implementation and assessing the results.

3.2. The methods and implementation of the training

3.2.1 The number of participants

The training delivered by TESTIA will be provided for a minimum of 3 and a maximum of 10 people. In the case where there are individual cancellations of participants which lead to trainee numbers not being adequate to carry out the session, TESTIA will propose an alternative date to the remaining participants. In the case of bespoke training relating to a commercial proposal, the number of maximum and minimum participants may vary and will be subject to an agreement with the Customer.

3.2.2 Trainee Information

Given the relatively short duration of the training provided, a preliminary assessment of knowledge is not carried out but is replaced by a preparatory questionnaire. These questions have a direct and necessary link to the training activity. The trainee applicant or participant is required to answer in good faith.

3.2.3 Educational and Technical Methods

The objectives, teaching aids, means of supervision, training programs, the provisions enabling the normal execution of the program and the means of assessing the results, are, according to the article L6353-15, defined in our catalogue entitled "Training Catalogue" which is available on our website "www.testia.com"

3.2.4 Methods of evaluating the training activity

In order to assess the effectiveness of the training provided, an assessment of the knowledge gained during the training will be carried out at the end of the training period. The results are confidential and are not communicated to the Customer. At the end of the training period a training certificate will be provided to the participant as well as an attendance sheet if required.

3.2.5 Partial or total cancellation of a training course by TESTIA

In accordance with article L 6354-1 of the Labour Code, non-completion or partial completion of a training course, TESTIA will reimburse to the Customer the course fees.

Refunds for partial cancellation of the course will be calculated proportionally according to the number of half days of training actually provided.

3.2.6 Compensation for non-compliance with the notice of cancellation.

Any training module or examination not attended totally or partially (including as a result of force majeure) and not cancelled by the Customer with 15 days notice will be billed as per the provisions in Article 2 hereof. This payment may be offset by the reimbursement obligation of TESTIA stipulated in the previous paragraph.

3.3. Examination procedure

The examinations have been managed by the examination centre (certification COFREND, Secteur Aéronautique AFENDA-FRANDB) since 1st January 2012.

3.4. Training supplies and course material

TESTIA will provide all trainees a set of documentation and course material in the form of booklets. This material is limited to professional or strictly personal use. The Customer undertakes to obtain the trainees commitment to limit the use of the course material to professional and strictly personal purposes. Furthermore, neither the trainee nor the Customer are authorized to use this material commercially in a way likely to constitute an action in competition with the activities provided by TESTIA.

ARTICLE 4 – Fees

The services, training and/or goods are provided at the rates in force on the day of placing the order or according to the quotation previously issued by the company TESTIA and accepted by the Customer, as indicated in the article "Orders" above. The prices not negotiated between TESTIA and the customer at the time of the order are fixed in accordance with the standard rates in the so-called 'catalogue' (subject to modification) and all applicable taxes are due by the Customer. The prices are net and exclude VAT. An invoice will be issued by TESTIA and given to the Customer for each sale transaction. In the event of any unforeseen problems or expenses occurring during the execution of the services, TESTIA will make every effort to inform the customer; furthermore, it may charge the latter the hours and costs necessary to complete the services. The conditions for determining the cost of services whose existence cannot be known 'a priori' nor indicated with accuracy, will be communicated to the customer or will be subject to a detailed estimate at the request of the Customer. Similarly, in the case of a special request from the customer concerning the conditions of provision of services, duly accepted in writing by TESTIA, the related costs will be subject to a specific additional billing. An estimate may be issued in advance to the Customer.

ARTICLE 5 – Payment Terms

5.1. Period of payment

The price is payable according to the payment arrangements agreed between the Customer and TESTIA during the commercial negotiation, which will depend on the nature and volume of services to be provided. The payment schedule will be mentioned on the invoice and will be sent to the customer by TESTIA. For training services, invoices will be issued to the Customer at the end of the training period or examination. In the case where the training provision is to be paid by an external organisation such as AGEFOS, ADEFIM, OPCAİM, etc. the Customer are responsible for ensuring the payment to TESTIA from the external organisation. A payment agreement or service contract must be sent to TESTIA before the first day of the training. No preferential rates or payment terms will be offered to the Customer when the costs are being covered by an external organisation. By default, the Customer shall pay within 30 days from the invoice date.

5.2. Late payment penalties

In the case of late payment of the sums due by the Customer beyond the aforesaid period, and after the date stated on the invoice sent to the Customer, late payment penalties will be charged at the annual rate of 1.667% of the amount showing on the invoice inclusive of VAT. This amount will be acquired by TESTIA without prior notice and without formal reminder. Each month, commencing on the day following the monthly anniversary of the payment date, will incur the full monthly rate. This will also include the immediate payment of all amounts owed to TESTIA by the Customer without prejudice to any other action that TESTIA is entitled to bring against the Customer. In the case of non-compliance with the above payment terms, TESTIA reserves the right to cancel the provision of services ordered by the customer and/or suspend the execution of its duties including the cancellation of any discounts granted to the Customer.

5.3. Absence of compensation

Except as otherwise provided herein in Article 3.2.6, or by express prior and written agreement by TESTIA no compensation may be demanded by the Customer between any sums due to the Customer by TESTIA for any reason whatsoever on the one hand, and on the other hand for any sums due by the Customer to TESTIA.

5.4. Recovery Costs

TESTIA may decide to take legal action to recover the sums due. The recovery costs including lawyer's fees are at the responsibility of the Customer.

ARTICLE 6 – Delivery Time

The provision of services or goods ordered by the Customer will be delivered within the time period agreed with the Customer which takes effect from the date of reception by TESTIA of the order form or of the contract duly signed accompanied by the required deposit. This time period does not constitute a strict deadline and TESTIA will not be held liable to the Customer for any delay not exceeding 30 days. TESTIA cannot be held responsible for any delays or suspension of the supply of the service attributable to the Customer or in the case of Force Majeure. TESTIA retains the right to suspend or terminate its services or deliveries without any liability on its part in the following circumstances a) the breach by the Customer of its obligations as described in these Terms and Conditions, where the Customer has not remedied this breach within ten (10) days of notification of the breach by TESTIA to the Customer b) in the case of any suspension of payment, arrangement with creditors, insolvency, bankruptcy, concordat or cessation of the activities of the Customer.

ARTICLE 7 – Execution of supply

In order to carry out its duties as laid out in the proposal, TESTIA undertakes to respect professional standards and practices. This obligation is by express agreement only an obligation of means. Unless otherwise stated in writing by the Customer to TESTIA, no other party is authorised to give instructions, particularly with regards to the scope of the services requested, the submission of reports or the resulting certificates. The Customer irrevocably authorises TESTIA to issue reports to a third party when the Customer gives permission or at the discretion of TESTIA when it is implicitly following the commercial practice in force. Where applicable the service or goods will be provided at the place specified in the order or contract. The supply or delivery may take place at any other place designated by the Customer subject to one month notice. The costs relating to the change of venue are the sole responsibility of the Customer. The Customer must always ensure that the necessary information, instructions and documents are provided in a timely manner (and in any case at least 48 hours before any intervention) in order to allow the execution of the services required. The Customer must give representatives of TESTIA access to the premises where the service is to be carried out and to take all necessary measures to allow proper execution of the services. The Customer must ensure that all necessary arrangements are made to provide safe and secure working conditions, sites and facilities during the execution of the services, and no alerts that TESTIA may give shall serve to release the Customer from these obligations. The Customer must inform beforehand of every known, real or potential risk or hazard, likely to affect directly or indirectly the services or the personnel in charge of providing the services.

ARTICLE 8 – Responsibilities

The work carried out by TESTIA is subject to independent appraisal based on knowledge acquired and current practices and how it performs in a given market. The results provided can only be used as a reference and in no way constitute a guarantee. TESTIA is neither an insurer nor a guarantor. It declines any responsibility of this kind. The Customer is invited to purchase appropriate insurance for this purpose. The information given to the Customer is used by him under his sole responsibility. TESTIA cannot in any case be held responsible for any loss direct or indirect, in particular financial loss or loss of earnings, which results from the use, the analysis or the interpretation of these appraisals provided by TESTIA, or which results from inaccuracies, mistakes, outmodedness, or omissions resulting from an error or negligence except in the case of gross negligence or fraud, even if TESTIA has been informed of the use the Customer intends to make of the information. In the absence of reservations or claims expressed by the Customer upon receipt of services or goods, they will be deemed to have complied with the order in quantity and quality. Any claims or reservations should be made in writing along with all supporting documentation and be sent to TESTIA by registered post within fifteen (15) days of receipt of the goods or services. No claim will be valid if it does not respect these formalities and the deadline. TESTIA will rectify as soon as possible and at its own expense any services or goods where the lack of conformity has been duly proven by the Customer. The entire responsibility of TESTIA and that of its employees for any breach, negligence or fault, is limited to the amount of the price paid for the products or services in question and all claims for compensation of any kind (including interest and fees), and regardless of the number of claims, grounds relied on or parties to any litigation, shall be included in this limit. Moreover the responsibility of TESTIA cannot be sought in the following cases : (1) following the neglect or default of a product or service of the Customer whose supply or delivery was not the responsibility of TESTIA ; (2) facts or data which do not fall within the scope of the services or are not a direct extension; (3) if the Customer does not respect the recommendations given by TESTIA ; (4) in the case of incorrect implementation of the recommendations or failure to take into account the reservations made by TESTIA. TESTIA is not liable for its insurers. It cannot in any case be held beyond the liability insurance coverage provided by its insurers. TESTIA is not liable for any indirect damages, loss of profits or loss of opportunity or expected profits or the financial consequences of any actions brought by third

parties against the Customer. TESTIA can exercise the right of withdrawal and suspend services without notice if the Customer refuses to implement its recommendations. The Customer is informed and accepts that TESTIA directly informs its Purchasers of the withdrawal or of the formulated reservations. If possible, TESTIA will rectify at its own cost services deemed to be defective.

ARTICLE 9 – Execution of Level III services

In the domain of Non-Destructive Testing, to be certified according to the standard EN 4179, the Customer, in accordance with article 4.5 of the standard, must identify in writing the « responsible Level III » to answer on its behalf questions concerning the qualification and certification process. The responsible Level III can be an external contractor. TESTIA performs on behalf of its Customers, through its qualified personnel, Level III external contracted services as per the standard EN 4179. The Customer in view of its personal involvement in the implementation of EN 4179 is considered as a professional of the same speciality as TESTIA. The Customer recognises this competence and agrees not to challenge it. In accordance with article 4.4 of the standard, the Customer is responsible for the implementation and compliance with the standard and the certification of qualified personnel, with the exception of the certification of personnel used by TESTIA. In addition, the main contractors are responsible for the compliance with the standard of their suppliers and sub-contractors. Customers using external organisations such as TESTIA must ensure that the appropriate requirements of this standard are met. The Customer is solely responsible for the certification of its employees. TESTIA guarantees, in accordance with the contractual terms, the level of competence assigned to the mission and in particular that they fulfil the conditions required to be qualified as « responsible Level III ».

ARTICLE 10 – Delivery of Goods

Deliveries are made according to Incoterm EXW (at the factory) at TESTIA facility tax, insurance and transport costs excluded. Product photos are not contractual. TESTIA will not in any case be held responsible for any errors therein. TESTIA has the right to replace and modify the technical characteristics of the product sold, provided that these replacements or modifications do not have a significant impact on the general operation of the product. The Customer has the right to inspect the product as soon as it is available. In the case of any delay, defect or damage not directly related to the product manufactured by TESTIA, the Customer must lodge a complaint directly with the transport company.

ARTICLE 11 – Guarantee

TESTIA guarantees that the products are free from manufacturing defects and will function in the operating conditions indicated by the Customer for a period of twelve (12) months after the date of delivery. TESTIA must be informed in writing by registered post by the Customer within 15 days of the discovery of the defect and only during the period of guarantee of the product. No claim will be accepted if these formalities and time periods are not respected by the Customer. This warranty is granted to the Customer only and is not transferable. Products or parts repaired or replaced are only guaranteed for the remaining unexpired duration of the original warranty period. The products cannot be returned to TESTIA without its prior consent. The return request must include the purchase order number if applicable, the date of provision, the identification number and the invoice number. Each return request must clearly specify the reasons and present the arguments for the return. If the return is authorised, the products must be returned in a clean and well packaged state. The warranty only applies if the examination of the product by TESTIA confirms the existence of the defect and establishes that the goods have not been: (1) repaired or modified by the Customer or persons not authorised by TESTIA; (2) subject to improper use, negligence or

accident; (3) connected installed used or adjusted in a manner not in accordance with the instructions of TESTIA. Transportation costs are borne by the Customer for products that the customer considers to be defective which have been authorised to be returned to TESTIA's head office. The buyer must return the invoice and delivery note with the product clearly indicating the authorisation number for the return of product.

ARTICLE 12 – Intellectual property rights

The Customer remains the owner of all the intellectual property rights of its studies, drawings, models, prototypes etc. used at its request for the provision of services by TESTIA. TESTIA will prohibit any reproduction or exploitation of the said studies, prototypes etc. without the express written consent of the customer. The sale of a product to the Customer will in no way be considered as conferring a right, interest or license on the patents, patent application or exploitation rights of the drawings held by TESTIA for the product. TESTIA retains all the rights of ownership over and for the designs, engineering details and other data and material belonging to the product supplied to the Customer and the discoveries, inventions, patents and other proprietary rights arising from the work carried out in connection with all or part of the product developed by TESTIA, including the exclusive right to manufacture the product. The Customer undertakes not to divulge, distribute or use this information in any way and to not manufacture or commit to manufacture these products.

ARTICLE 13 – Duty of Confidentiality

If the information and documents made available to TESTIA in order for it to perform its services contain certain elements of a confidential nature, TESTIA undertakes to maintain the confidentiality of the information and to use it only within the scope and for the purpose of performing the services, and to make no other use of them. Information available to the public will not be considered as confidential.

ARTICLE 14 – Non-solicitation of employees

The Customer agrees not to recruit, or employ in any way, any present or future employee of TESTIA. The present clause is valid, whatever the specialisation of the employee in question, and even in the situation where the solicitation is the initiative of the employee. The present clause is effective throughout the execution of the present contract and for one year from the date of termination.

ARTICLE 15 – Personal data

Each party is the independent data controller in respect of all processing of personal data which it carries out in connection with the order. Each party is responsible for its own compliance obligations as regards all regulation which applies to its collection, processing and transfers of personal data. In this regard, where one party communicates personal data to the other, the communicating party guarantees that the personal data in question has been collected in compliance with applicable law. The Customer agrees that it shall inform the data subjects whose personal data it communicates to TESTIA of the contents of this article 15.

Should the parties identify a processing operation in which one acts as data processor on behalf of the other, or in respect of which they are joint controllers, or should an administrative or judicial authority find that such a relationship exists, the parties will enter into immediate negotiations in respect of any contractual amendment which may be required.

TESTIA may collect and process the personal data of the Customer (where the Customer is a natural person) and the members of the Customer's personnel, in order to ensure delivery of the order and any connected services (guaranties, after-sales, etc.) The legal basis for such processing is the legitimate interest of TESTIA to ensure satisfactory delivery of the order or, where the Customer is

a natural person, the necessity for the performance of the contract with him/her.

In order to ensure the effective processing and security of the personal data which it processes, TESTIA may communicate such personal data to external data processors, in particular to external providers of IT services. In respect of its training provision activities, TESTIA may communicate the personal data of the trainees to the organisation financing the training, as well as to those organisations which certify TESTIA's training programmes, in particular in the context of the audits which they may carry out. In certain specific circumstances, TESTIA may communicate personal data to other third parties, in particular for reasons of national or airport security; in order to respect a legal obligation and/or any request from public authorities; in order to protect TESTIA's rights or in the event of restructuring or sale of TESTIA. On occasion, in the context of its business activities, TESTIA may transfer personal data outside the European economic area. In such case, measures with the objective of safeguarding the transfer will be put in place, in accordance with applicable law. Any person whose personal data is concerned by such a transfer can contact TESTIA in order to obtain additional information about the measures in question, via the email address provided below.

TESTIA stores the personal data which it processes for the period required in order to respect its obligations and safeguard its interests and legal rights, taking into account, in particular, the applicable civil and criminal legal limitation periods, applicable industry standards and the period of use of all aircraft and aircraft parts which may be concerned by the products and services provided in the context of the order.

The natural persons whose personal data is processed by TESTIA in the context of the order benefit from (depending on the precise circumstances of the processing) the right to request from TESTIA an access to their personal data and the rectification and/or erasure of such data, the right to request a restriction of the processing of their personal data, to object to the processing by TESTIA of their personal data and the right to the portability of their personal data. Such persons can exercise the rights mentioned above by writing to the following postal address: Data Privacy Service – 18 rue Marius Tercé – 31024 TOULOUSE Cedex, or by email to dataprivacy@testia.com. They also have the right to lodge a complaint with the National Commission of Computing and Freedoms (Commission Nationale de l'Informatique et des Libertés - CNIL).

ARTICLE 16 – Disputes

ANY DISPUTES RELATING TO OR ARISING FROM THIS CONTRACT, REGARDING ITS VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, THEIR CONSEQUENCES AND THEIR REPERCUSSIONS SHALL BE SUBMITTED TO THE TRIBUNAL OF TOULOUSE, FRANCE.

ARTICLE 17 – Contract Language - Governing Law

These Terms and Conditions of Sale are written in French. In the event that they are translated into one or more languages, only the French text will prevail in the event of a dispute. By express agreement between the parties, these present Terms and Conditions of Sale and the resulting purchase and sale transactions are governed by French Law.

ARTICLE 18 – Customer acceptance

These present Terms and Conditions of Sale are expressly approved and accepted by the Customer, who declares and acknowledges having perfect knowledge of them, and therefore waives any contradictory document and in particular his own Terms and Conditions of Purchase, which will be unenforceable against the Service Provider, even if it has become aware of it.