

		<h1>PURCHASE ORDER</h1>			AOG Override			7H-P0459801	
Date Printed: 01-Mar-2024		PO Date: 01-Mar-2024		 P0459801			Page: Page 1 of 3		
PO Number: P0459801		Total Cost: 14,692.25 USD		Terms & Conditions: N30 (Net 30 Days)			Promised BY: 01-Mar-2024 15:51		
Vendor: F9111 (THALES AVS France SAS) Account #:				Purchasing Contact: MIKYAS, ADERE					
Vendor Contact & Address: DAVID MALAGU_ CSC France 5 Rue Marcel DASSAULT CHATELLERAULT, 86100 PH: 33(0)5 49 02 1433 FAX: 33(0)549021300				Ship To: ADD/DOCK Ethiopian Airlines Bole International Airport, P.O.Box 1755 Addis Ababa, Ethiopia, Ship To Code: Transportation Type: Freight On Board: DAP (Delivered-at-Place)					
Notes: AOG order for ET-ANI as per RID RSV0500AQ8KN. CC 532									
Order Lines:									
Line No	Description	Fleet	Qty	Unit Cost (USD)	Line Cost (USD)	Stock No.	Account	BOH (SPARE)	
1	C12428DD (EFIS Control Panel (EFCP))	Q-400C,	1 EA	14,692.25	14,692.25	31F0019	FIXASSET	14-	
<h2>Approvals</h2>									
<div><div>Team Leader -Tactical Purchase</div><div>Manager- Tactical Purchase</div><div>Director-Procurement & SCM</div><div>Manager-Budgets</div></div> <div><div>Date DD/MM/YY</div><div>Date DD/MM/YY</div><div>Date DD/MM/YY</div><div>Date DD/MM/YY</div></div>				<div><div>MD Ethiopian MRO Svcs</div><div>C.O.O</div><div>C.E.O.</div></div> <div><div>Date DD/MM/YY</div><div>Date DD/MM/YY</div><div>Date DD/MM/YY</div></div>					

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ETHIOPINA AIRLINES GENERAL TERMS AND CONDITIONS OF PURCHASE

This Terms and Conditions of purchase govern the business relationship between Ethiopian Airlines Enterprise, a public enterprise organized and existing under the laws of Ethiopia, having its head office at Addis Ababa Bole International Airport P.O. Box 1755, (hereinafter referred to as "Ethiopian") on one hand, and (Here in after referred to as "Vendor") on the other hand.

1. Order and Acceptance of Order

- This PO Binds the Vendor to provide the item per the details on the quotation/price catalogue/Parts page/ Agreement
- Vendor has to acknowledge PO in writing within three working days and Failure to acknowledge/accept PO within the indicated time shall deem as accepted and Ethiopian has full right to claim for the parts
- Ethiopian assume no responsibility of any material, goods or services shipped or provided without a signed firm purchase order having been issued by Ethiopian
- Ethiopian Shall not held responsible of any order/ goods shipped with mismatch in terms of price, unit of measure and part number after ordered released per agreed quotation.

2. Packaging and Shipment

- Vendor shall Show Ethiopian order number on all shipments, invoices and papers pertaining to this order
- Vendor shall deliver sufficient invoice copies together with the packing list along with the shipment for customs clearance purpose
- Ethiopian has to notify any over/under shipments/, Wrong shipment, damage & any mismatch/discrepancy noticed and Vendor is obliged to reply urgently.
- Ethiopian shall not be responsible to pay for any over shipment in terms of quantity without written Consent.
- Vendor shall be held responsible for any damage, loss or pilferage caused by inferior packaging, leaked inks for colours/markings not normally applied to the respective material on the purchase order.
- Shipment should follow the shipping instruction on order entry unless change advised with written confirmation by Ethiopian as well per recent standard requirement for the products.

3. Cancellation of Order

- Changes (cancellation, modification or Postponement) on deliveries, prices, quantity, quality and specification on order shall not be effective, without prior written consent of Ethiopian.
- Ethiopian shall have the right to cancel all or any part of an order if shipment is not made as agreed.

4. Force Majeure

- Either party shall have the right to delay acceptance or delivery of goods ordered or to cancel order in its entirety in the event of accident, strike, fires, force majeure, government restrictions or other causes beyond its control.

5. Required Documents or Certificates

- vendor is obliged to Ship all the necessary Certificates in hard or soft copy via email upon order confirmation and/or shipment per below:

1. For New Parts

- When the part/material is purchased directly from the manufacturer, original FAA 8130-3 or EASA form one required.
- When the part/material is purchased through a third party supplied (i.e. distributor, operator, maintenance organization, etc.), original certificate of conformity, FAA FORM one required.
- when consumable part is purchased original manufacturer certificate of conformity required, Else original certificate of conformity containing cross reference to the manufacturer certificate of conformity is required.
- When chemicals/paints are purchase directly from manufacturer certificate of conformity and MSDS with latest version (revision date not more than 3 years), if else supplier original certificate of conformity and manufacturer original certificate of conformity and MSDS with latest version (revision date not more than 3 years) required.

2. For used parts

- When used part (overhauled, repaired, as removed serviceable and tested/inspected) purchased, original supplier certificate of conformity, FAA8130-3 or/and EASA form one (having the FAA dual release in the remark block), TCCA form one (having the FAA dual release in the remark block), shop finding/ teardown report, traceability document such as 121, 129, &145, back to birth certificate and non-incident statement (NIS) are required.
- When using FAA form 8130-3 as a dual release form, block 13 must contain the following statement: " certifies that the works specified in block 12/13 was performed in accordance with EASA implementation rule part-145 approval, and with respect to that work, the aircraft component is considered ready for release to service under EASA approval number: [insert number].

3. For applicable product the below are mandatory

- **Physical and Chemical Test Report with specification for** (metallic piece parts like: -rivets, nuts, bolts, etc.) Chemical/Paints at all, for Elastic products like: oring, packing etc. and for clothes/flammable products like
- **Flammability Test Report with specification for** Clothes and carpets
- **Process Certification (Heat treat, Coatings, Lubes, etc.** for sheet metals and other metallic products

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❖ **Note: All products must meet latest revision requirements accompanied with manual that support it.**

6. Risk and Transfer of Owner ship

- All-risk related and transfer of owner ship for item in order transferred to Ethiopian is per agreed delivery point.
- In the event invoices are returned to vendor for correction, Ethiopian shall not be held responsible for the time consumed in the process; and terms of cash discount shall remain valid.

7. Payment and price

- Vendor shall mail invoice in triplicate showing order number, how shipped and cash discount to OPT _finance ETHIOPIANAIRLINES PO box 1755, Addis Ababa, Ethiopia (air mail) and to respective Finance personnel via email.
- Payment of this order shall be made only upon arrival at destination and acceptance of material and 30 days up on receipt of invoice unless prepaid
- The value on the invoice must be same with Value of item specified while order released.

8. Warranty

- Vendor should respect any agreed warranty and after sale service (if applicable)
- Vendor represents and warrants that the material supplied will be free from all defects in materials and workmanship and fully conform to the specification provided by Ethiopian. Upon written notice, vendor shall remedy all defects due hereto or shall promptly replace the material without additional expenses to Ethiopian.

9. Indemnification

- Vendor shall indemnify and hold Ethiopian harmless from any cost, expense, liability, proceeding, damaged or loss resulting from including but not limited to the alleged use of any patented or not patented invention articles, or process furnished under this order

10. Prohibited Shipment

- Vendor is not Authorized to deliver/ship PMA Part to Ethiopian unless PMA part bear document proves that " PMA Produced under the Licensing agreement from the Holder of TC number xxx or STC number xxx" in the Remark block of FAA 8130-3.
- Vendor is not authorized to Drop shipment of the items unless authorized by the Ethiopian in writing and Vendor shall bear any related costs for Unauthorized Drop shipment.
- Shipment with Less than 60% of remaining Shelf Life upon Delivery to ADD is not accepted by Ethiopian without prior written consent to receive/Accept. Thus, consider the shipping period of the order.

11. Vendor Performance and Action

- Ethiopian may suspend or terminate the agreement at any time up on Vendor's failure to perform the agreed performance.
- Ethiopian may terminate the agreement for Convenience by giving 30 days' prior notice to the Vendor

12. Confidentiality

- Neither party should disclose any confidential information obtained in the course of business dealing without written consent of the other party.

13. Presumption of Acceptance

- In the absence of a written acceptance and/ or rejection of these terms and conditions by the vendor (Suppliers), any performance by the vendor shall be taken as acceptance of these terms and conditions by the Vendor.

14. Article -14 Applicable law and Jurisdiction

- This Agreement shall be governed by and construed in accordance with the laws of England and in the event of any dispute, the parties shall first endeavour to settle the dispute by negotiation, failing which, the matter shall be referred to a competent court having jurisdiction in England. Nothing prevents Ethiopian from instituting a case in any other competent courts.