

Date 20-Oct-2010 Ship-To Address

Airbus Engineering Centre India Pvt. Ltd., Campus RMZ Infinity, Tower B, 3rd Floor, Old Madras Road, Bangalore-560016, India

Purchaser Procurement Contact (For PO Queries)

Arun KRISHNA

Service Provider Name

Wikki Gesellschaft für Numerische Kontinuumsmechanik mbH

Service Provider Point of Contact

Purchase Order For

Purchase Order Number 117/10-11 Bill-To Address

Airbus Engineering Centre India Pvt. Ltd., Campus RMZ Infinity, Tower B, 3rd Floor, Old Madras Road, Bangalore-560016, India

Purchaser Receiving Contact (For Invoicing)

Guillaume ALLEON

Service Provider Address

Görgesstraße 24, 38118 Braunschweig, Germany

Dr. Henrik RUSCHE OPENFOAM Improvement

This Purchase Order (PO) Covers OpenFOAM Improvement Activities as defined in Purchaser Work Specification Reference Number WD1003765 Issue 1.1 dated 26-Aug-2010, which is attached with this Purchase Order.

Agreed Starting Date of activities is Tuesday, 26th October 2010 and agreed ending date is Tuesday, 23rd November 2010.

Agreed maximum amount (Fixed Firm and Not Revisable amount) payable by AECI for carrying out the entire work package is **EUR 10,000.00 (Euro Ten Thousand only)**.

The Special Terms and Conditions Given below and the Terms and Conditions as indicated in Annexure B to this Purchase Order shall govern this Purchase Order. In the event of any conflict between the Terms and Conditions in Annexure B and the Special Terms and Conditions indicated below, the Special Terms and Conditions shall prevail:

Special Terms and Conditions:

1 Delivery

As per the schedule agreed with Purchaser Technical Responsible and as defined in the Work Specification

2 Payment Milestones

100% payment shall be made on delivery of all deliverables as indicated in the above-referred Work Specification

3 Payment Terms

- a. Invoice in Hard Copy to be sent to the Purchaser Receiving Contact, at the Bill-to Address indicated above. Payment within 30 days of receipt at AECI of commercially clear invoice that is accepted by the AECI Receiving Contact.
- b. Withholding Tax, if applicable, shall be deducted from the Invoice amount in line with Indian Government Income Tax regulations and a certificate shall be provided for the same

4 Payment Currency

All invoicing and payments shall be in Euro.

For Airbus Engineering Centre India Pvt. Ltd. (AECI)

Arun Krishiya

Asst. Manager- Sourcing

Bipin Kumar TIBREWAL Chief Finance Officer

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ANNEXURE B

Terms and Conditions governing Purchase Order released by Airbus Engineering Centre India Private Limited (AECI)

ARTICLE 1: PURPOSE

Acceptance of orders from AIRBUS Engineering Centre India Private Limited (the "Purchaser") by Wikki Gesellschaft für Numerische Kontinuumsmechanik mbH (the "Supplier") implies unrestricted adherence to the General Purchase Conditions set out herein (hereinafter referred to as the "GPCs"), and compliance by the Supplier with the legal and regulatory requirements. These GPCs take precedence over the Supplier's general sales conditions and any title retention clause.

However, any specific technical, commercial and administrative terms included in the order take precedence over the GPCs herein.

ARTICLE 2: ACCEPTANCE OF ORDERS

An order is deemed accepted without reservations by the Supplier, irrespective of its support, fifteen (15) days at the latest following its dispatch, if no refusal or reservation is received from the Supplier within this period, or if the Supplier has started to execute the order, even in the absence of acknowledgement of receipt. The day after the date of transmission given in the order shall be the dispatch date.

Any modification to the order shall be formalized in an additional clause, acceptance of which without reservation by the Supplier shall be deemed effective under the same conditions as those specified in the foregoing.

ARTICLE 3: COMPLIANCE WITH DELIVERY TERMS

The delivery dates given in the order are mandatory and are the date of delivery of each supply to the place of destination. The Purchaser shall be entitled to terminate, in whole or in part, any order not delivered by the agreed date, under the conditions defined in Article 15.1 herein.

For each day of delay in delivery attributable solely to supplier default, penalties amounting to 0.5% of Purchase Order Value subject to a maximum of 5% of the Purchase Order Value shall be due by the Supplier. In addition, the Supplier agrees to indemnify the Purchaser for the prejudice resulting from that delay, solely attributable to the Supplier default.

ARTICLE 4: DELIVERY

The delivery shall be made according to the conditions as defined in the order.

The supply shall comply with the specifications, standards and regulations in force on the date of delivery and time to time defined by the Purchaser.

The supply shall be delivered with the full set of documentation necessary to ensure correct use, storage and maintenance, and with a delivery note in duplicate, bearing the order number, the destination and the quantities delivered.

Any supply not complying with the order shall be refused. The penalties and the warranty shall be calculated taking into account the delivery date of the replacement supply, which shall be invoiced separately. The Purchaser is entitled to refuse delivery of excess quantities.

The costs and risks associated with the return of excess quantities or with the replacement supply shall be borne by the Supplier.

ARTICLE 5: ACCEPTANCE, TRANSFER OF PROPERTY TITLE

Any visible defect detected by the Purchaser after delivery shall be the Supplier's responsibility. The Supplier shall replace the defective products at its own costs and without delay. Property transfer takes place upon effective delivery of the supply to the Purchaser's premises.

ARTICLE 6: QUALITY ASSURANCE

Depending on the use of the supply, the Purchaser is entitled to perform supply and Supplier qualification.



The Supplier guarantees the quality of its supply and undertakes to comply with the Purchaser's requirements as specified in the order.

The Supplier is not released from its obligations and responsibilities by the qualification and/or the surveillance exercised, as the case may be, by the Purchaser or the Airworthiness Authorities.

ARTICLE 7: WARRANTIES

Legal warranty and conformity

The Supplier guarantees that the supply and all associated work and/or services, if applicable, are:

- in compliance with the technical definition specified in the order,
- in compliance with the state of the art and trade practices,
- in compliance with the result expected by the Purchaser, and fit for the purpose for which it is intended,
- free from any product defect (including design, materials selection, manufacture, labor and materials).

Commercial warranty

The validity of the commercial warranty is that specified in the order; by default, the validity of the warranty is 36 months.

Under the terms of the warranty, the Supplier shall replace the defective supply immediately, or shall make it fit for the purpose for which it is intended, without costs for the Purchaser's account. The Supplier herewith undertakes to indemnify the Purchaser for the prejudice sustained directly or by its customers, and resulting from the non availability of the supply.

ARTICLE 8: LIFE LIMITED SUPPLIES

In the case of life limited supplies, the Supplier shall specify:

- the provisions to be made for storing the said supplies in order to guarantee product preservation,
- the overall life duration before use, calculated from the date of manufacture,
- the use-by date shown in an appropriate visible and indelible form on the packaging used to contain, support or protect the supply directly, and such that the user benefits, upon delivery, of a minimum residual product life at least equal to 80% of the overall product life.

ARTICLE 9: SUB-CONTRACTING

The Supplier shall not subcontract all or substantially all of its obligations under the Contract unless otherwise prior agreed in writing by the Purchaser.

The Supplier may subcontract any part of the work required to be carried out by the Supplier under the Contract provided that:

- a) the Supplier gives prior written notice of such subcontracting together with the details of the subcontractor to the Purchaser in which case the Purchaser reserves the right to refuse any such subcontracting; and
- b) the Supplier obtains warranties from the sub-contractor at least as beneficial to the Purchaser as the warranties contained herein; and
- all sub-contracts shall be responsibility of the Supplier and it shall be the Supplier's responsibility to
 ensure that they are subject to the same terms and conditions as those contained herein and in
 each Order, insofar as they are applicable in order for the Supplier to comply with its obligations
 under the Contract; and
- d) all sub-contracts shall contain terms entitling the Supplier to assign the sub-contract and any rights thereunder (or any part thereof) to the Purchaser (without the Purchaser incurring any liabilities thereunder) and shall prohibit the assignment or transfer of such sub-contract by such subcontractor without the prior written consent of the Purchaser.



The Supplier shall be responsible for its sub-contractor's compliance with all provisions of this Contract and any Order, that are relevant to the sub-contracted work, including but not limited to the provisions of Article 17 "Confidentiality" and Article 19 "Intellectual Property Rights", and the Supplier shall remain fully liable to the Purchaser for the proper performance of this Contract as if no such subcontract had been entered into.

ARTICLE 10: TECHNICAL FAILURE BY THE SUPPLIER

If the Supplier is unable to meet the technical requirements of the order, the Purchaser may:

- Call upon a third party to execute the order in lieu and place of the Supplier, at the Supplier's expense, or
- Terminate the order under the conditions defined in Article 15.4 herein.

ARTICLE 11: PRICES

The prices quoted in the order are firm and definitive. They cover the full extent of the work. The amount of all penalties and damages shall be invoiced by the Purchaser and may be offset against the payment of any sum due or remaining payable to the Supplier.

ARTICLE 12: INVOICING - SETTLEMENT - ADVANCES and DOWN PAYMENTS

Invoice in Hard Copy to be sent to the Purchaser Receiving Contact, at the Bill-to Address indicated above. Payment within 30 days of receipt at AECI of commercially clear invoice that is accepted by the AECI Receiving Contact.

ARTICLE 13: CIVIL LIABILITY and INSURANCE

The Supplier shall be solely liable for and shall indemnify and hold harmless the Purchaser, its directors, agents, employees and insurers, from and against all liabilities or damages to the property of, and/or injury to or death of the Supplier, the Purchaser or third parties, caused by or in any way connected to the performance by the Supplier of its obligations hereunder, except in the case of gross negligence or willful misconduct of the Purchaser.

ARTICLE 14: FORCE MAJEURE

The Purchaser and the Supplier agree that a case of Force Majeure, i.e. any unforeseeable, irresistible, overpowering event beyond the control of the Party thereby affected, shall suspend the contractual obligations affected by the said case of Force Majeure, as from the date of notification and proof of occurrence of the case of Force Majeure by the Party affected.

The Party affected by the case of Force Majeure shall notify the other Party immediately of the hindrance, of the estimated date for resuming order fulfillment, and shall keep the other Party informed, on a regular basis, of the evolution of the situation and of the remedial actions implemented.

As soon as the cause for hindrance resulting from the case of Force Majeure disappears, and subject to the provisions of Article 15.3 herein, the Party affected shall notify the other Party immediately, and the contractual obligations suspended shall be resumed for the time remaining.

ARTICLE 15: TERMINATION

The order may be terminated if the following events occur:

- 15.1 In the event of any breach by the Supplier of any of its contractual obligations (other than those due to Force Majeure), the Purchaser may give the Supplier written notice of such breach by registered letter with acknowledgement of receipt. If the Supplier does not rectify the breach within eight (8) days then the Purchaser shall be entitled to give the Supplier written notice forthwith terminating the order. In this case, the Purchaser may claim damages from the Supplier for the prejudice sustained.
- 15.2 If the Suppliers ceases its activities or is placed under receivership or liquidation, the Purchaser shall be entitled to request, subject to compliance with the legal provisions, automatic termination of the whole or any part of the order, by registered letter with acknowledgement of receipt.

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- 15.3 If, by reason of Force Majeure, the Purchaser or the Supplier cannot resume normal fulfillment of its obligations within a period of one (1) month from the date of notification of Force Majeure, the order may be terminated automatically by the other Party with immediate effect and without payment of compensation to the Purchaser or the Supplier.
- 15.4 If the Supplier cannot meet the technical requirements ("Breach") defined in the order, the Purchaser may give the Supplier written notice of such Breach by registered letter with acknowledgement of receipt. If the Supplier does not rectify the Breach within eight (8) days then the Purchaser shall be entitled to give the Supplier written notice forthwith terminating the order. In this case, the Purchaser shall be entitled to claim from the Supplier redress for the damage sustained, as well as a refund of the sums already paid to the Supplier or of the expenses that will be incurred to compensate the Supplier's Breach, including the expenses resulting from third party intervention.
- 15.5 In the case described in Article 22 and by registered letter with acknowledgement of receipt, the Purchaser shall be entitled to terminate the order with immediate effect and without payment of compensation to the Supplier
- 15.6 If the Purchaser decides to interrupt or reduce its production, or if the Purchaser's customer notifies the Purchaser of its decision to terminate the order and/or contract under which the Purchaser has placed the order in progress with the Supplier, the Supplier hereby agrees that the Purchaser shall be entitled to notify immediate termination of the order by registered letter with acknowledgement of receipt, subject to a prior notice of thirty (30) days. In this case, and upon the date of receipt of the said notice of termination, the Supplier shall:
- cease and have its subcontractors or suppliers, if any, cease any operation connected to order fulfillment;
- submit to the Purchaser for approval, within the shortest possible time, an inventory and all supporting documents describing the status of the work in progress connected to the order;
- issue, on the basis of the said inventory and after Purchaser's approval, an invoice to be submitted to the Purchaser for payment in accordance with the terms and conditions of Article 12 herein.
- 15.7 In the event of termination of the order for the reasons defined in Articles 15.1, 15.2, 15.3, 15.4 and 15.5:
- the Purchaser shall be entitled to replace the defaulting Supplier, with all rights to use the supplies, the Supplier's know-how, work, tools, goods provisioned, parts (hereinafter referred to as "Items"), manufactured or in process in pursuance of the order;
- the Supplier agrees to grant, free of charge, to the Purchaser and/or any third parties as may be designated by the Purchaser, all licenses and sub-licensing rights, necessary and sufficient to ensure continued manufacture and/or use of the Items and Results such as defined in Article 19 herein.

ARTICLE 16: PUBLICITY

Under no circumstances shall the orders be used for direct or indirect publicity irrespective of its support, without the prior written authorization of the Purchaser. The Supplier agrees to exhibit the supplies manufactured according to the Purchaser's drawings, models or technical specifications only after obtaining the Purchaser's authorization in writing.

ARTICLE 17: CONFIDENTIALITY

The Supplier agrees to maintain confidential, for the duration of any order and ten (10) years after its expiry and/or termination, the information of any nature whatsoever, irrespective of its form, that may be made accessible by the Purchaser in the course of pre-contractual negotiations and during the execution of the order.

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The Supplier warrants to the Purchaser that its personnel shall comply with the confidentiality requirements with respect to the said information.

This obligation of confidentiality shall remain in effect for as long as:

- the information is not in the public domain,
- the Purchaser has not given its previous consent in writing for information disclosure.

This obligation of confidentiality shall not apply to information:

- which is notoriously in the public domain at the time of disclosure to the Supplier by the Purchaser,
- which is legitimately known by the Supplier prior to its disclosure by the Purchaser, subject to submission of evidence by the Supplier through written documents bearing an effective date,
- which is legitimately communicated to the Supplier by a third party.

ARTICLE 18: INFRINGEMENT

The Supplier shall indemnify and hold harmless the Purchaser against any third party claims with respect to the intellectual property rights relating to items used or delivered to the Purchaser in pursuance of the order, and agrees to bear all consequences and financial costs that may result for the Purchaser.

Moreover, the Supplier shall, at its own cost, either obtain for the Purchaser the right to continue using the items delivered, or replace or modify the items delivered so that they cease to infringe, while fulfilling the functions initially defined in the order or, should the above be difficult to achieve, withdraw the items delivered and replace them by equivalent items approved by the Purchaser, without prejudice to the damages due as a result of the prejudice sustained by the Purchaser.

In addition, the Supplier hereby declares that deliveries to the Purchaser's premises designate the termination of its intellectual property rights and, therefore, the Supplier expressly agrees not to make any an infringement claims against the Purchaser, its intermediaries and Customers, for owning, using, repairing, importing and/or commercializing one of the items delivered by the Supplier to the Purchaser in pursuance of the order.

Such warranty against infringement and the resulting obligations therein shall remain in effect for as long as one of the items delivered is used by the Purchaser.

ARTICLE 19: INTELLECTUAL PROPERTY RIGHTS

19.1 BACKGROUND IP

Definition: the IP Rights (i) owned or controlled by either Party prior to this Contract entering into force, or (ii) generated or acquired by either Party at any time independently from the performance of this Contract or, (iii) licensed to either Party by third parties, and which are required for the full and proper performance of this Contract and use of the Services/Deliverables shall be referred to as the "Background IP" for the purposes of this Contract (and the IP Rights related to Background IP shall be referred to as "Background IP Rights").

Notification of the Supplier's Background IP Right(s).

The Supplier declares that it has notified, and undertakes to notify the Purchaser of, any Background IP Right related to the Service, a list of which is to be provided by the Supplier.

The said notification shall include in particular, information relating to the nature and object of the Supplier's Background IP Right(s) and, if applicable, the references of the industrial property title application (priority date, filing number, filing date, name of applicant, inventor, country...) and a copy of the title application, and shall indicate to what extent the implementation of the said Background IP Right(s) is necessary or useful for the development, qualification, performance and use of the Service.

As a consequence of the above, the Supplier will not enforce against the Purchaser, its subcontractors and Customers any Supplier's Background IP Right not declared by the Supplier to the Purchaser in accordance

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with the provisions of this Article 19.1, or institute a legal action relating to one of the said Supplier's Background IP Right(s). Article 19.1 shall apply to any such undeclared Background IP.

Background IP's License

The Supplier hereby grants at no additional cost to the Purchaser a non-exclusive, world-wide license for the duration of the relevant Background IP Right(s) (i) to use and have used any Background IP, which might be necessary in order to use the Foreground IP or more generally for the full and proper performance of this Contract and (ii) to sublicense the right to use the Background IP to any of its sub-contractors and to Customers.

If appropriate, the Purchaser will grant to the Supplier at not charge a non-exclusive license to use the Purchaser's Background IP, solely for the purpose of performing any work in relation to the Service within the frame of this Contract.

19.2 FOREGROUND IP

Definition: the Parties acknowledge that the performance of this Contract will result in the creation and development by the Supplier of certain IP Rights (the "Foreground IP", the IP Rights related to those Foreground IP shall be referred to as "Foreground IP Rights"). The Purchaser shall be the sole owner of, and shall have full title to, such Foreground IP, upon its creation. However, if by operation of law, the Supplier is the owner of any Foreground IP Rights, the Supplier hereby assigns, and will cause its employees, agents and contractors to assign, as soon as created and in consideration of the price set forth under Article 11 "Prices", on an exclusive and world-wide basis, and for the duration of the said Foreground IP Rights (including any legal prorogation for whatever reason), all such Foreground IP Rights, including, without limitation:

a) the right of reproduction, including the right to digitise, reproduce the whole or part of the Foreground IP in any form and format (whether known at present or to be discovered in the future), on any analogical or digital media (including CD-ROM, CDI, DVD, hard disk, site servers, mirror sites, etc...), by any process whether known at present or to be discovered in the future, in any language, and to make or have made any original or copies;

b) the right to use for any purpose the Foreground IP, in whole or in part, in any language and in any country, by any process inherent in said rights of use;

- the distribution right in whole or in part of the Foreground IP, which shall include the right to sell, loan, rent, distribute, download in any language and by any means whether known at present or to be discovered in the future (including CD-ROM, CDI or DVD, hard disk, site server);
- d) the right to modify, adapt, improve, correct, translate in any form and presentation all or part of the Foreground IP, in any language including the right to upgrade by adding or removing;
- e) the right to perform any work or service in order to obtain an interface, which enables the interoperability of any Foreground IP's software, if any, with other software products;
- f) the right to sub-license all or part of these rights to third parties.

Notification-Assistance: upon any creation of Foreground IP, the Supplier shall promptly notify the Purchaser. Should the Purchaser elect to file any patent and more generally register any Foreground IP Rights world-wide or in whatever specific jurisdiction in respect of any part or element of the Foreground IP, the Supplier shall, at no additional cost to the Purchaser, assist the Purchaser in such registration including without limitation, the communication of all relevant data, execution of documents, authorizations and any other instruments necessary to enforce and give full effect to the provisions of Article 19.2 above.

License: if appropriate, the Purchaser will grant to the Supplier at no charge, a non-exclusive license to use the Foreground IP (including a right to sub-license pursuant to Article 9 "Subcontracting" and under the conditions set forth in this Article 19) solely for the purpose of performing any work in relation to the Service within the frame of this Contract.

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19.3 DATA PACKAGE

The Supplier shall deliver the Data Package to the Purchaser in an agreed medium, which shall remain free from defects for an eighteen-month (18) period starting from the delivery thereof. The Supplier shall provide the Purchaser with an update of the Data Package immediately upon each modification to the Service.

If, by operation of law, the Supplier is deemed to own any author's right/copyright in or related to the Data Package, the Supplier grants and will cause its employees, agents, affiliates, subsidiaries, subcontractors and contractors to grant, to the Purchaser, as soon as the Data Package is created and as long as one (1) Aircraft to which the Service relates remains in operation, at no additional cost, all rights relating to the exploitation of the Data Package on an irrevocable, non-exclusive and worldwide basis and for all languages. Such rights include:

- a) the right to reproduce and duplicate on any paper, magnetic, optic or any other electronic media (including but not limited to CD-ROM, CD-RW, DVD-ROM, DVD+/-RW, tape, disk, hard disk and any memory), whether present or to be discovered in the future, for any format, process or language;
- b) the right to use, modify, adapt, arrange, translate, fix, correct, revise, enhance, improve, in whole or in part;
- c) the right to upgrade/update by adding or removing;
- d) the exploitation right and the right to distribute, free or costly in any form, media and presentation, and any language, for any public by any process inherent to the exploitation mode, including the transmission terrestrially broadcast, or towards a satellite, or "telediffusion", or any other telecommunication process, or network and any other cable process;
- e) the right to sub-license and grant to the Customer, FTE manufacturers and any third party and/or training centre, in whole or in part, the rights granted to the Purchaser under this Article and by any means defined under the same; and
- f) the right to make all necessary work in order to obtain an interface which enables the interoperability with other data package, software, database or equipment.

The Supplier acknowledges and agrees that the rights above are granted to Purchaser for:

- a) the term of the legal protection of author's rights as such term is defined under the applicable law; and
- b) the purpose of developing and selling an Airbus Data Package in order to manufacture, maintain and support, update/upgrade and operate any FTE and for any purpose in connection with the use, operation and training activities related to the Aircraft.

Both Parties undertake to treat the Data Package as Confidential Information in accordance with the confidentiality provisions of this Contract.

ARTICLE 20: ASSIGNMENT

This order has been concluded intuitu personae between the Purchaser and the Supplier. The rights and/or obligations of a Party under this order shall under no circumstances be assigned or transferred, or be the subject of a novation, delegation, in whole or in part, without the prior written consent of the other Party; Such consent shall not be unreasonably withheld.

Notwithstanding the foregoing, it is understood however that the Purchaser has the right to assign or transfer all or part of the order to AIRBUS SAS or any company placed, directly or indirectly, under the control of AIRBUS SAS, 1 Rond Point Maurice Bellonte, 31707 Blagnac Cedex, FRANCE

ARTICLE 21: WAIVER & FOREBEARANCE

No delay or omission of any party in exercising any right, power or remedy hereunder shall operate to impair such right, power or remedy or be construed as a waiver hereof and no single or partial exercise of any such right, power or remedy shall preclude any further or other exercise of any other such right, power or remedy. .

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ARTICLE 22: MODIFICATION OF SUPPLIER'S COMPANY LEGAL FORM

The Supplier undertakes to inform the Purchaser of any modification that may occur in the composition of its company capital, or such other changes including but not limited to changes in majority shareholding, merger, absorption and any court decision relating to collective proceedings.

The Supplier shall notify the Purchaser of any acquisition of shareholding, directly or indirectly, even minor, by a company belonging to the aeronautics industry, or by any company having conflicting interests with the Purchaser.

In the case of an acquisition of shareholding devolving to a third party full control over the Supplier's policy, correct order fulfillment will need to be guaranteed by the said third party, which shall acknowledge to be jointly and severally liable for the Supplier's contractual obligations in a written commitment notified to the Purchaser within three (3) months from the acquisition of shareholding. Failing such guarantee, notified without reservation within the prescribed time limit, the Purchaser shall be entitled to terminate the order automatically under the conditions defined in Article 15.5 herein.

ARTICLE 23: APPLICABLE LAW - JURISDICTION

The order is governed by Indian law.

Any dispute arising out of the interpretation, execution and/or termination of the order, which the Purchaser and the Supplier are unable to settle amicably within fifteen (15) days from the date of its occurrence, shall be brought before the jurisdiction of Bangalore (INDIA) court of laws.

ARTICLE 24: HAZARDOUS MATERIALS AND GOODS

For the supply of hazardous materials or goods, and according to the means of transport agreed with the Purchaser, the Supplier undertakes to comply, without reservation, with all regulations in force in India.

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