AMENDMENT TO GENERAL TERMS OF USE OF AND ACCESS TO AIRBUS WORLD

AND

SPECIFIC TERMS AND CONDITIONS
OF ACCESS TO AND USE OF E-ORDERING
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OF ACCESS TO AND USE
OF E-ORDERING

The Administrator(s), the Designated User(s) and the Designated User(s) With Ordering Rights will have access to and use of the e-Ordering which is a digital platform for buying Product(s) and Service(s) available on-line on AirbusWorld.

The e-Ordering is governed by:
- the Specific Terms and Conditions of access to and use of e-Ordering (the “STC”) defining the specific framework governing access to and use of the e-Ordering functionality and,
- by the General Terms and Conditions of access to and use of AirbusWorld entered into by the Company and Airbus (the “AirbusWorld GTC”)

ARTICLE 1: DEFINITIONS

Capitalised terms used in these STC shall, unless otherwise defined herein, have the same meaning as the one given in the AirbusWorld GTC.

Administrator(s): Company’s employee(s) appointed by the Company as defined in article 5.

AIRBUS
Airbus S.A.S., a French société par actions simplifiée with a share capital EUR 3,285,789, with its registered office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France, registered with the Commercial and Companies Register of Toulouse under number 383 474 814 (“Airbus”).

Personal Data
means any information relating to an identified or identifiable natural person. An identifiable natural person is someone who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, a location data, an online identifier or to one or more factors specific to the physical, physiological, genetical, mental, economical, cultural or social identity of that natural person (as defined in the clause 5).

Company
The company entering into these STC as identified on the signature page of this document (the “Company”).

Company Supplier(s)
One or several affiliates (i.e. an entity directly or indirectly controlling or controlled by or under common control with the Company) or suppliers of the Company appointed by the Company to act in the name and on behalf of the Company for the performance of all or part of the e-Ordering.

CSC or Customer Services Catalogue
Catalogues of Airbus products and services available on AirbusWorld.

Designated User(s) With Ordering Rights
Category of Designated Users of the Company authorised by the Administrator to validate e-Orders. All provisions applicable to Designated Users under the AirbusWorld GTC and STC shall apply to the Designated Users With Ordering Rights.

e-Order(s)
Order(s) submitted to Airbus by the Designated User With Ordering Rights for the on-line purchase of Products and/or Services through the e-Ordering.

e-Ordering
Digital ordering functionality accessible on AirbusWorld in order for the Company to directly buy Products and/or Services.
GTCS or Airbus General Terms and Conditions of Supply
The general terms and conditions of supply as published on the CSC at the date of the e-Order shall govern the supply of all Products and/or Services purchased by e-Ordering, unless and otherwise agreed upon by the Company and by Airbus.

Identification Codes
A confidential and personal login and password assigned to an individual Administrator(s), Designated User(s) and/or Designated User(s) With Ordering Rights.

Product(s)
Airbus Product(s) listed in the e-Ordering platform, which the Company may decide to purchase in accordance with the GTCS by placing e-Orders as per these STC and AirbusWorld GTC.

Service(s)
Airbus Service(s) listed in the e-Ordering platform which the Company may decide to purchase in accordance with the GTCS by placing e-Orders as per these STC and AirbusWorld GTC.
ARTICLE 1: PURPOSE

AirbusWorld GTC, as complemented by those STC define the terms and conditions under which the Company is granted by Airbus the access to and the use of the e-Ordering on AirbusWorld.

e-Orders may be placed by Designated Users With Ordering Rights, and the e-Orders will become binding only upon receipt by the Company of Airbus acceptation of such e-Orders by e-mail sent to relevant Designated Users With Ordering Rights’ mail address.

Each e-Order is governed by the GTCS available on-line on the CSC at the date on which it is placed by the Designated User With Ordering Rights.

STC also modify and amend the provisions of clause 9 of the AirbusWorld GTC related to privacy and data protection which are replaced and superseded by the provisions of clause 5 hereafter and add to the AirbusWorld GTC a new clause 14 related to anti-money laundering, anti-corruption, anti-bribery, counter terrorism financing and export control as stated in clause 6 hereafter.

ARTICLE 2 : ADMINISTRATORS, DESIGNATED USERS AND DESIGNATED USERS WITH ORDERING RIGHTS

The Company shall at all times be liable for all use of and access to Customer Services Catalogue by Designated User(s), Designated User(s) with Ordering Rights and by Administrator(s).

The Administrator(s), Designated User(s) and/or the Designated User(s) With Ordering Rights shall have the capacity to represent the Company in the execution and the performance of any contractual document related to the access to and use of the e-Ordering.

Administrator(s) shall appoint a minimum of one (1) Designated User(s) With Ordering Rights being a Company’s employees, and also and by exception to AirbusWorld GTC, representatives’, agents’, subcontractors’ and suppliers’ employees. Airbus shall have no liability for them in the course of using or accessing the e-Ordering.

ARTICLE 3: e-ORDERING

Designated User(s) have the possibility to request for an e-order for Product(s) and/or Service(s). However, only Designated User(s) With Ordering Rights shall be authorized to place e-Orders for one (1) or several Product(s) and/or for one (1) or several Service(s) according to the following process:

- Designated Users With Rights: (i) approve the e-Orders and (ii) accepts the commercial offer’s terms and conditions available on-line for each e-Order. Once the e-Order is confirmed by the Designated Users With Rights, Airbus will receive a notification of the e-Order.

- Within the next five (5) calendar days after receiving the e-Orders, Airbus will check and control the received e-Orders.

- e-Orders shall become binding upon the Parties as from the date when Airbus is notifying its acceptance of the e-Orders via e-mail sent to Designated Users With Rights.

Airbus will invoice the Company in accordance with the GTCS and the conditions set forth in the commercial offer, including but not limited to price conditions.
ARTICLE 4: DURATION AND TERMINATION

These STC shall enter into force at the date of their signature by both Parties.

Each Party is entitled to terminate these STC, at any time and without indemnification to the other Party, with a one (1) month prior written notice sent to the other Party by registered mail.

ARTICLE 5: PRIVACY AND DATA PROTECTION

5.1 The Parties shall comply at all times with (EU) Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), as well as all applicable national Personal Data Protection Laws and Regulations (collectively referred as “Data Protection Laws and Regulations”) in force during the access to and use of Customer Services Catalogue. The Company is hereby notified that Airbus will request Personal Data directly from the Administrator(s), the Designated User(s) and the Designated User(s) With Ordering Rights for accessing to and using of AirbusWorld and Customer Services Catalogue. The Company shall inform accordingly Administrator(s), Designated Users and Designated Users With Ordering Rights.

5.2 Without limiting the provisions of this clause 5, the processing of Personal Data under these Specific Terms and Conditions shall be subject to the content of the Airbus Privacy Notice, available when accessing to AirbusWorld and as may be amended from time to time.

5.3 The Company undertakes, according to the applicable Airbus Privacy Notice and General Data Protection Regulation and other applicable local laws to inform the Administrator(s), the Designated User(s) and the Designated User(s) With Ordering Rights that:

(i) failure to provide such Personal Data may prevent access to Customer Services Catalogue and/or AirbusWorld portal;
(ii) Airbus Privacy Notice shall apply to the Administrator(s), Designated Users and the Designated Users With Ordering Rights for accessing to and using of Customer Services Catalogue and/or AirbusWorld portal;
(iii) such Personal Data shall be used by AIRBUS notably for the following purposes of (a) security, operation and maintenance of Customer Services Catalogue and/or AirbusWorld portal and (b) the provision of the Services and/or (c) communication to and information of the Administrator(s), Designated User(s) With Rights and the Designated User(s) in respect of Customer Services Catalogue and/or AirbusWorld portal and the Services;
(iv) such Personal Data may be transferred to Airbus service providers or other AIRBUS entities throughout the world under the conditions set forth in the applicable Airbus Privacy Notice; and
(v) they benefit amongst other rights as further developed in the Airbus Privacy Notice from a right of access to and rectification of, their Personal Data processed by Airbus.

5.4 AirbusWorld and Customer Services Catalogue use “cookies” (small data files transferred to computer hard drives for the sole purpose of recording computer connections to Customer Services Catalogue, to the AirbusWorld portal such as date, time, consulted pages, etc.) which are strictly necessary in order for Airbus to provide the Services to the Company. AIRBUS may access and record this information during an Administrator’s, Designated Users and/or Designated Users with Ordering Rights’ visits. The use of cookies is a prerequisite to the operation of Customer Services Catalogue, to the AirbusServices and/or AirbusWorld portals and the Company recognizes that any Administrator, Designated Users and Designated User With Ordering Rights which disable such cookies shall not have access to Customer Services Catalogue and/or AirbusWorld portal.

5.5 As stated in the relevant Privacy Notice, Personal Data may be accessed by the Company, Administrators, Designated Users and/or Designated Users With Ordering Rights and, as the case may be, rectified upon written request to AIRBUS S.A.S, 2 Rond-Point Emile Dewoitine, 31700 Blagnac, France or via email address: dataprotection@airbus.com.
ARTICLE 6 : ABC COMPLIANCE and EXPORT CONTROL

6.1 The Parties hereby agree to add the following clause 6 to the AirbusWorld GTC as clause 14 “ABC Legislation” means any law, regulation, embargo or restrictive measure (in each case having a force of law) of, or imposed by, the United Nations, the United States of America, the Council of the European Union or any of its member States, the United Kingdom, any other country or any official institution or agency of any of the foregoing, in relation to anti-money laundering, anti-corruption, anti-bribery and counter terrorism financing.

The rights granted by Airbus to the Company under the AirbusWorld GTC and under this STC is conditional upon the Company complying at all times with any applicable ABC Legislation to Airbus or to any e-Ordering transaction contemplated herein.

Should the Company decide to designate the Company’s subcontractor(s) and/or staff members of the Company Supplier(s) as Designated Users and/or as Designated Users With Ordering Right, the Company shall:

(i) be responsible for the compliance by the Company’s Suppliers and/or subcontractor(s) with this clause 6;
(ii) maintain a list of Designated Users and/or Designated Users With Ordering Rights available on demand within a reasonable time frame on AIRBUS’ request;

Should the Company become aware of any potential risk that a Designated User and/or Designated User with Ordering Rights was in breach of such clause 6, then the Administrator(s) shall, without delay, cancel access to Customer Services Catalogue and/or AirbusWorld portal in respect of such Designated Users and/or Designated User With Ordering Rights and notify immediately Airbus of such potential risk and of such cancellation of the Designated Users and/or Designated User With Ordering Rights, notwithstanding Airbus rights to cancel such access.

6.2 The Company undertakes to conduct at all times its business in compliance with any applicable sanctions laws, trade embargoes, license requirements, export control regulations or similar restrictive measures imposed, administered or enforced by the U.S., the EU or the national authorities (hereafter referred to as “Export Regulations”).

The Company acknowledges that the provision of the Services and/or Products ordered under these AirbusWorld GTC and/or these STC might be subject to the terms of any required export or re-export licenses or other authorizations. Airbus is not liable for any delay or non-provision of the Services and/or Products towards the Company in case of denial, withdrawal or non-renewal of the here above authorization.

The Company undertakes that (i) it is not subject to any type of sanctions under Export Regulations and, unless authorized by all necessary Export Regulations, (ii) it will not directly or indirectly use the Services/Products (a) for the benefit of any person subject to any type of sanctions under Export Regulations; and/or (b) in any way that would cause Airbus to be in violation of any applicable Export Regulations.

6.3 When the Company assigns any of its rights and/or obligations under the AirbusWorld GTC and this STC, to any third party, then the Company shall cause, and shall ensure that, such third party agrees to be bound by substantially the same terms as set forth in this clause 6.2.

On request from Airbus, the Company shall demonstrate the means implemented in order to ensure its compliance with clause 6, and Airbus reserves the right to verify its compliance with clause 6.

If the Company is subject to any sanctions and/or in breach of any applicable ABC Legislation/Export Regulations, Airbus shall have the right at any time, and without prior notice, to deny the AirbusWorld and Customer Service Catalogue access to the Company including the Administrator(s), the Designated user(s) and the Designated User(s) With Ordering Rights; and this without any liability for Airbus towards the Company.
ARTICLE 7: LAW – JURISDICTION

Article 13 of the AirbusWorld GTC “Law-Jurisdiction” shall apply *mutatis mutandis* to this AirbusWorld GTC amendment and Specific Terms and Conditions.

In witness whereof, the duly appointed representatives of the Parties have agreed to execute this STC and amendment of the AirbusWorld GTC in two (2) original copies, each Party retaining one (1) of these copies for their records.

The Company

[Registered (name of the Company) ________________], a [ (type) _________] company duly organised and existing under the laws of [_________ (Country)], whose registered office is [registered address______________________________]  

Duly represented by  
Name:  
Title:  
Signature:

AIRBUS S.A.S.  

Duly represented by  
Name:  
Title