

Airbus Contractual Supplements



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Code	Requirements (A350XWB Aircraft Program, Ref: V2521CT1101640)
ACS 3.2.1	The Supplier shall be responsible for allocating the adequate means and resources for the performance of its obligations under the Contract, including without limitation obtaining licenses from third Parties, supervision and engineering services, the supply of labor, materials, equipment, transportation, storing and training.
ACS 3.2.16	The Supplier accepts and acknowledges that other Suppliers are involved in the development and production of the Aircraft. The integration of the Item into larger assembly parts of the Aircraft makes a close cooperation between all involved Suppliers essential. Therefore the Supplier shall at request of the Purchaser and subject to Article 3.2.13.3 "Interface in a Module" (i) provide tooling, models and other equipment to other Suppliers involved in the development and/or production of the Aircraft without incurring any cost to the Purchaser and (ii) receive and integrate tooling, models and other equipment from other Suppliers of the Purchaser.
ACS 3.4.2	The Supplier shall implement the following International Aerospace Quality Group Standards ("IAQG") as applicable to the Item: 9102 "First Article Inspection", 9103 "Variation Management of Key Characteristics", 9131 "Non Conformance Documentation Requirements", 9132 "Data Matrix (2D) Bar Coding", 9134 "Supply Chain Risk Management Guidelines". The implementation may be undertaken in accordance with the Supplier's internal procedures provided that these documented procedures fulfill the IAQG Standards concept and/or requirements as applicable.
ACS 3.5.4	The Supplier, and its Sub-contractors if any, shall participate in joint meetings with the Purchaser, Customers, potential Customers and other Suppliers of the Purchaser, as reasonably requested by either Party.
ACS 3.11.7	The Parties recognize that the acquisition, development and other costs arising in connection with the development and the supply of the Item will have a direct impact on the ultimate selling price of the Aircraft and on the viability of the Aircraft program. Consequently the Supplier undertakes that it shall, throughout the duration of the Contract, consistently use its best efforts to implement design-to-cost (DTC) analyses and processes with respect to the Item.
ACS 3.12.2.1	The Purchaser may at its discretion and for such period as it deems necessary, locate one (1) or more of its employees (hereinafter "Resident Representative(s)") at the Supplier's premises. The Resident Representative shall be given reasonable access <i>inter alia</i> to any and all working areas, information on the status of the Supplier's performance of its obligations hereunder, such as internal programs, charts, reports and reviews, as necessary to assure timely co-ordination and conformity with the Order(s) and Contract. The Supplier shall provide office facilities and equipment for the use of the Resident Representative(s) commensurate with those provided to a member of its own staff of a similar standing. Such facilities and equipment shall be provided free of charge, with the exception of costs related to the use of telephone and facsimile or of any other telecommunications facilities.
ACS 3.12.3.1	Each Party shall ensure that its employees or representatives involved in the performance of the Contract shall be appropriately qualified, skilled (including technical knowledge and language) and experienced in their respective trades or occupations.
ACS 3.12.3.2	Each Party shall ensure that its personnel, including Resident Representatives, shall, when located in the premises of the other Party, comply with any applicable regulations of such other Party, including but not limited to health, safety, security, environment, IT and internal regulations.
ACS 3.14.3	The Supplier shall at its own cost use the same CAD/CAM and PDM software used by the Purchaser and Airbus through the duration of this Contract by using its own existing CAD/CAM and PDM software but having a sufficient number of workstations available so that CAD/CAM and PDM entries can be made on Purchaser's and Airbus' software without the necessity of converting Supplier's data. The Purchaser shall inform the Supplier accordingly.
ACS 3.15	The engineering and supply chain processes of the Supplier shall be fully transparent to the Purchaser. The Supplier shall use well-recognized industry methods including key performance indicators to constantly measure and improve its processes. On request the Supplier shall provide the Purchaser with any information regarding its engineering and supply chain processes, including, but not limited to, key performance indicators, number of Items for different Aircrafts in stock, quantity of raw material in stock, information about risk management processes, information about Sub-contractors and details of its Sub-contracting.
ACS 4.1.1.1	Irrespective of the actual ownership of the specific tooling pursuant to Article 4.1.5 "Title and Risk", the Supplier shall provide the Purchaser with a detailed list of all specific tooling and manufacturing equipment necessary to perform the Contract, which shall at least include the name and part number of each specific tool. [Reference 4.1.5 / 4.1.5.1]
ACS 4.1.1.2	The Supplier hereby agrees to submit to the Purchaser full details of the proposed specific tooling for approval by the Purchaser prior to commencement of manufacture of such specific tooling. After such approval, all proposed amendments or modifications to specific tooling shall be submitted to the Purchaser for approval prior to implementation. Such approval by the Purchaser shall not release the Supplier from any responsibility or obligation under this Contract or any related Order.

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ACS 4.1.2	The Supplier hereby agrees to calibrate, adequately maintain and replace all tooling required for the manufacture of the Item whether manufactured by the Supplier or provided by the Purchaser and the Supplier shall be responsible for all costs in relation thereto. The Supplier hereby agrees to comply with the Purchaser's requirements for control of tooling as detailed in the technical requirements and/or in any other provisions of the Contract.
ACS 4.1.4.1	The specific tooling shall not, except with the prior written permission of the Purchaser, be used for any other purpose than for the manufacture of Items hereunder.
ACS 4.1.5	Title and Risk
ACS 4.1.5.1	All Specific Tools shall be labelled by the Supplier with appropriate tags or labels as either (i) "For the exclusive use of Airbus" or (ii) following transfer of ownership to the Purchaser as "Property of Airbus". All Specific Tooling must be tagged or labelled appropriately when located in the Supplier's premises or the premises of any of its sub-contractors.
ACS 5.1	The Supplier hereby represents that: (a) the Contract has been duly authorized and approved for signature by the representatives of the Supplier; (b) the signature hereof does not contravene any applicable law or regulation; (c) it does not require any governmental or other consent to enter into and perform its obligations under the Contract; (d) the Contract does not contravene, or result in any breach of, or does not constitute any default under, any agreement to which the Supplier is a Party; (e) there is no pending or threatened dispute, action or proceeding before any court or agency which, either individually or in the aggregate, might adversely affect its ability to perform its obligations under the Contract; (f) it will not enter into any agreement, or act or omit to act, in such a way that would impair in any way the Supplier's ability to perform the Contract; and (g) it will not enter into any agreement, or act or omit to act, in such a way that would limit, condition or alter the full exercise of the rights granted to the Purchaser under the Contract.
ACS 6.1.1	The Supplier shall not sub-contract all or substantially all of its obligations under the Contract, unless otherwise agreed in writing by the Purchaser.
ACS 6.1.2	The Supplier may sub-contract part of the work required to be carried out under the Contract provided that: (a) the Supplier gives prior written notice of such Sub-contracting together with the details of the Sub-contractor to the Purchaser (including but not limited to distributors of the Supplier, if any), and the Purchaser accepts such Sub-contracting. Purchaser's acceptance for such Sub-contracting shall not be required for Jamco Corporation companies; and (b) the Supplier obtains warranties from the Sub-contractor at least as beneficial as the warranties contained herein on all machinery, equipment, tooling, services, materials, supplies and other Items used on the Item; including, but not limited to the right of the Purchaser to a title warranty, such warranties not to expire prior to the warranties provided by the Supplier herein; and (c) the Sub-contractor conforms to the design assurance and quality management system as set out in GRESS; (d) in the event that the services of distributors are used, the Supplier shall ensure that such distributors meet the Aerospace Industry and the Purchaser's standards with regard to warehousing and distribution; (e) in the event that the repair, maintenance and/or overhaul of Items is sub-contracted to a non EASA/FAA/CAAC approved repair agency, the Supplier shall ensure that such work is carried out in accordance with the EASA/FAA/CAAC requirements and shall certify this work; (f) 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.
ACS 6.1.3	The Supplier shall be responsible for its Sub-contractors' compliance with all provisions of this Contract that are relevant to the sub-contracted work, including but not limited to the Provisions of Article 14.1 "Confidentiality", and the Supplier shall remain fully liable to the Purchaser for the proper performance of such provisions as if no such Sub-contract had been entered into.
ACS 7.2.1	The Purchaser shall be entitled to inspect the Item and all materials and parts procured by the Supplier for the manufacture of the Item at any time at the Supplier's premises and at the facilities of any of its Sub-contractors, and shall be granted access to the Supplier's as well as to its Sub-contractors facilities, and to such relevant technical data as reasonably necessary for the purposes of the inspection.
ACS 7.6.3.3	Upon request, the Supplier agrees to provide at no cost to the Purchaser support at the Purchaser's premises and / or at the third-party premises to allow replacement of the defective and/or non-compliant Item within the time required by the Purchaser.
ACS 10.2.1.1	Development work shall be performed and deliveries shall be made in accordance with the dates set out in the Contract and/or the Order.

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ACS 10.2.1.2	In the event of a delay by the Supplier in the performance of its obligations under the Contract and any Order, which is not caused by an excusable delay, such delay shall be considered as a non-excusable delay (hereinafter "Non-Excusable Delay").
ACS 10.2.2	In the event that a Non-Excusable Delay is expected to occur or occurs that causes or may cause a delay in the performance by the Supplier of any of its obligations under the Contract, the Supplier shall: (a) notify the Purchaser of such Non-Excusable Delay immediately upon becoming aware of the same; (b) describe the event causing the Non-Excusable Delay in reasonable detail; (c) provide an evaluation of the obligations affected; (d) indicate the probable duration and extent of such delay; (e) notify the Purchaser of the measures to be taken to remedy and mitigate the consequences of such Non-Excusable Delay; and (f) submit to the Purchaser an action plan to recover such delay.
ACS 13.4.2	The Supplier shall immediately inform the Purchaser in case of any claim, suit or action being brought by a third Party against the Supplier with respect to the Item on the basis of the infringement of intellectual property rights.
ACS 15.2.2 15.2.2.1	For the purposes of this Article 15.2.2, change in control (hereinafter "Change in Control") shall mean the acquisition by a third Party of direct or indirect control of the Supplier. A third Party shall be deemed to control the Supplier if it, directly or indirectly: (a) holds a majority of the voting rights in the Supplier; (b) has the right to appoint or remove a majority of the Supplier's Board of Directors, supervisory board, or any other body in charge of or controlling the management of the Supplier; or (c) has the right to exercise a dominant or decisive Influence over the Supplier.
ACS 15.2.2.2	In the event a change in control of the Supplier is envisaged, the Supplier shall: (i) promptly give the Purchaser prior written notice of such event identifying the potential investor/acquiring Party, the contemplated modification in the share capital composition, or any other change; and (ii) provide any relevant information to the Purchaser during the change in control process.

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