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Nr. AACR 22 381/29.06.2023



BO + SA + CC + CRG /

## TRAINING COURSE AGREEMENT

No. 270/23

ST/ 4/35/01.08.23

01.08.23

BETWEEN THE UNDERSIGNED:

The Ecole Nationale de l'Aviation Civile, authorization number 73.31.P.0019.31, a Public Administrative body named "Etablissement Public à Caractère Scientifique, Culturel et Professionnel ((EPCSP) existing under the French law, under the authority of the french Ministry of Transports, with registered number n° 193 112 562 00015, located in 7 avenue Edouard Belin, CS 54005, 31 055 TOULOUSE Cedex 4, France, and represented by its director General, or his duly empowered representative Hereinafter referred to as "ENAC",

ON THE ONE HAND,

AND

**Romanian Civil Aeronautical Authority**, registered in Romania as VAT no. RO5205651, with headquarters Sos. Bucuresti-Ploiesti no. 38-40, sector 1, Bucharest, phone 004-021-2081508, registered on the Commerce Registry with no. J40/9079/2003

Hereinafter referred to as "**the Client or RCAA**",

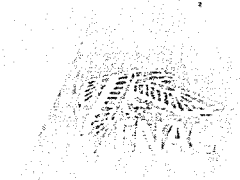
represented for the purposes of the signature of this contract by I  
Director,

s General

ON THE OTHER HAND,

Jointly referred to as the Parties,

The following agreement is entered into, laying down the special conditions of sale, pursuant to the provisions of Part 6 of the Labor Code on the organization of lifelong vocational training.



## **CLAUSE 1. Purpose and term of agreement**

ENAC, through its own trainer, shall organize the following training course:

Name of course: **Atoll/Lagon training session**

Location: in Romanian CAA Premises (Bucharest - Romania)

Dates : October 16<sup>th</sup> to 20<sup>th</sup> 2023

Total duration : 5 days – 30 hours

### **Pedagogical objectives :**

#### **Localizer, ATOLL**

- Overview of software features
  - Measurement modes
  - Runway layout setting and importation of Google earth picture or CAD drawing.
  - Antenna array settings
  - Scattering object settings
  - Plot editing feature
  - Customization of default settings
- Amplitude Modulation and vector diagrams (Reminder)
- LLZ Theory (Reminder)
  - Signals at the transmitter outputs
  - ILS Signal at the receiver's input
  - Resulting DDM and SDM
  - Relation between radiation patterns and DDM und SDM
  - Radiation pattern forming
- Workshop with simulation software ATOLL
  - Effect of radiation patterns on DDM
- Orbit Flight inspection plots analysis
  - Effect of receiver type on DDM and SDM
  - Effect of clearance SBO level on clearance DDM
- Workshop with simulation software ATOLL
  - Importation of ground and flight inspection records
  - Plot analysis and fault finding
- Near field effects
  - Theory
  - Differences between ground measurements and flight measurements.
  - Effect of uneven SBO coming from the right and left antennas
  - Workshop with simulation software ATOLL
- Signal scattering and capture effect
  - Disturbance cause from the reflection from one object on the 1F Localizer



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- Capture Effect principles
- Principle of the 2F Localizer
- Workshop with simulation software ATOLL
  - Adding scattering objects in ATOLL
  - Scattering objects and medium aperture array 1F Localizer
  - Scattering objects and medium aperture array 2F Localizer
  - Scattering objects and large aperture array 2F Localizer
- Scattering object editor
  - Making objects from polygonal plates
- Sensitive areas
  - Basic principles
  - Settings available in ATOLL
  - Workshop
- Simulation of moving or rotating object
  - Basic principles
  - Settings available in ATOLL
  - Workshop
- Principle of signal monitoring
  - Monitoring combining units.
- Using ATOLL for field measurements
  - Connection to ILS receiver (EVS-300, EVSG-1000, NM7710)
- Using ATOLL with a connection to the adjustment software provided by the ILS manufacturer, RMM for Normarc and ADRACS for Thales.
  - Training for adjusting a localizer with the tools provided by the manufacturer

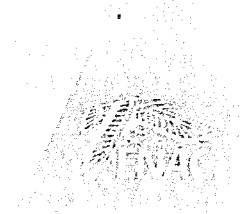
## **Glidepath, LAGON**

- Overview of software features
  - Measurement modes
  - GP layout settings
    - Terrain features calculation and settings
    - Antenna position settings
  - ADU / MCU panel settings
  - Scattering object settings
  - UTD (Unified Theory of Diffraction) terrain simulation
  - Plot editing feature
  - Customization of default settings
- ICAO Parameters
- Antenna factor from the ground reflection
- Null Reference glide path (Reminder)
  - Antenna heights and primary reflection plane parameters
  - Radiation patterns
  - Radiated signals.
  - DDM behavior and computation of SBO level
  - Vector diagrams
  - Sideway and forward offset of the antennas related to the reflection plane parameters
- Workshop with simulation software LAGON



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- NR Sideway Offset
  - Importation of terrain surveys
  - Reflection area computation from terrain surveys
- M Type (Reminder)
  - Antenna heights and primary reflection plane parameters
  - Radiation patterns
  - Radiated signals
  - DDM behavior and computation of SBO level
  - Vector diagrams
  - Clearance level
  - Sideway and forward offset of the antennas related to the reflection plane parameters
- Workshop with simulation software LAGON
  - M Array Sideway Offset
- Principle of signal monitoring
  - Monitoring combining unit
  - Near field monitor
- Workshop with simulation software LAGON
  - Adjustment of near field monitor
  - Effect of reflection plane height change on near field monitor and in the far field
  - Simulation of snow layers
  - Effect of azimuth rotation of the antennas
  - Use of the Adjustment window for flight inspection and commissioning
- Sensitive areas
  - Basic principles
  - Settings available in LAGON
  - Workshop
- Simulation of moving or rotating object
  - Basic principles
  - Settings available in LAGON
  - Workshop

The General Conditions of Sale supplied to the Client and shown in Appendix 1 apply in addition to these provisions and are equally binding. However, in case of contradiction, these provisions laying down the special conditions shall take precedence over the General Conditions of Sale.

At the end this course, a Certificate of completion will be issued by ENAC for each trained personnel.

This Agreement shall take effect at the date of signature by the parties and shall remain in force for a term of 12 months notwithstanding the payment of the price in full by the Client terminating it.



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## CLAUSE 2. Identity of trainees

ENAC shall train the following persons, RCAA employees:

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## CLAUSE 3. Financial provisions

In return for the dispensing of this course, the Client shall pay for the following costs:

Cost of course: **training session cost ex-VAT € 13.040.**

This cost includes tuition, documentation, flight and life expenses for one ENAC instructor in Romania.

## CLAUSE 4. Terms of payment

Payment for the course shall be due on receipt of the invoice.

The sums due to ENAC shall be paid:

by bank transfer to the account opened with the Treasury in the name of ENAC's Agent

Comptable under the number: 10071 31000 00001001252 22

IBAN: FR76 1007 1310 0000 0010 0125 222

BIC (SWIFT code): TRPUFRP1

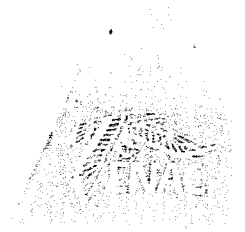
- Payment deadline and delayed payment:

Payment must be made no later than 30 (thirty) days from receipt of the invoice.

- If the payment deadline is exceeded:

Pursuant to Article L410-1 of the Commercial Code, the interest rate of penalties for delay is equal to the interest rate applied by the European Central Bank on its most recent refinancing operation increased by 10% (ten percent).

Pursuant to Directive 2011/7/EU and Articles L441-3 and 441-6 of the Commercial Code, a lump sum penalty of 40 (forty) Euros shall be due for the costs of recovery in addition to the penalties for delay.



Withholding tax on the incomes obtained by ENAC from Romania shall be calculated, retained from payment to the Provider and paid by the Customer to the Romanian budget, if applicable, in accordance with the Convention for the avoidance of the double taxation concluded between the Governments of Romania and France or the Romanian Fiscal Code.

For the application of the above-mentioned convention, ENAC has enclosed to the client a certificate of fiscal residence (FRC), in English, legalized and issued by the competent tax authority in France.

#### **CLAUSE 5 Compensation, redress or penalty**

If the training course is cancelled or dispensed partially because of ENAC, less than ten working days before the start of the course mentioned in Clause 1, ENAC undertakes to reimburse in full the sums paid by the Client for the course.

If the training course is cancelled or dispensed partially because of the Client, less than ten working days before the start of the course, ENAC reserves the right to invoice the full price of the course.

The sums due for compensation, redress or penalty are distinct from those due for the dispensing of the course. These expenses shall be borne by the Client who may not charge them to his mandatory contribution to the financing of ongoing vocational training. They may not form the subject of a request for reimbursement or cover by the Approved Vocational Training Fund.

#### **CLAUSE 6 Attendance sheet**

Signing the attendance sheets is mandatory and any trainee who has not signed this document for each half-day of training shall be deemed absent.

#### **CLAUSE 7. Special Provisions**

In view of the health situation related to covid-19 taken into consideration at the date of the signing of this Agreement, the Customer is informed that ENAC will make its best efforts to provide the Service as provided for in this Agreement in this context. French regulations related to the health situation may impose a change in the Services during the course of the Agreement, particularly in terms of the training period.

The Customer will be informed immediately, and the Parties will consult each other to plan the new implementation methods.

## GENERAL TERMS AND CONDITIONS OF SALE

The present General Terms and Conditions of Sale (GTC) apply exclusively to sales of goods and/or services concluded by the Ecole Nationale de l'Aviation Civile. They do not apply to sales of certain goods and services which are subject to different general terms and conditions, in particular sales of training services for continuing vocational training.

### 1 – Object:

- a) In these General Terms and Conditions of sale, the term ENAC means the Ecole Nationale de l'Aviation Civile, a public administrative establishment under the aegis of the Ministry responsible for Transport, 7 avenue Edouard Belin, CS 54005, 31055 Toulouse Cedex 4, represented by its Director or his duly authorised representative; and the term "Customer" means you as a customer. ENAC and the Customer are jointly referred to by the term "the Parties".
- b) The term "Product" means all products and the term "Service" means all services, the list of which is enclosed in the Offer sent by ENAC to the Customer and that ENAC agrees to deliver to the Customer in accordance with these General Terms and Conditions. The term "Offer" means the commercial proposal sent by ENAC and specifying the Products and/or Services offered as well as the prices thereto, to which are appended these General Terms and Conditions of Sale.
- c) Certain Products and Services are subject to Supplemental General Terms and Conditions provided by ENAC set out after these General Terms and Conditions of Sale.
- d) These General Terms and Conditions of Sale set out the rights and obligations of the Parties within the context of the sale of Products and Services offered by ENAC to the Customer. Acceptance of the Offer by the Customer implies the full and complete acceptance of these General Terms and Conditions of Sale and of the Supplemental General Terms and Conditions if relevant.

### 2 – Contractual scope:

- e) Notwithstanding any contract subsequently concluded, these General Terms and Conditions of Sale, as well as, if applicable, the Supplemental General Terms and Conditions and/or the Offer and/or the Customer Purchase Order, express the entirety of the agreement of the Parties.
- f) Where they exist for certain Products and/or Services, the Supplemental General Terms and Conditions specify or complement these General Terms and Conditions of Sale. In the event of a contradiction between the Supplemental General Terms and Conditions of Sale and these General Terms and Conditions of Sale, the provisions of the Supplemental General Terms and Conditions of Sale shall take precedence.
- g) Should any of the provisions of these General Terms and Conditions of Sale or of the Supplemental General Terms and Conditions be declared invalid or non-written, by a court with jurisdiction, the other provisions shall remain in full force and shall be interpreted in such a way as to comply with the original intention of the Parties.

### 3 – General provisions:

- h) The fact that ENAC at a given time does not apply any one of these General Terms and Conditions of Sale may not be interpreted as a renunciation to apply any one of the said conditions at a later time.
- i) ENAC reserves the possibility to modify these GTC, at any time by the publication of a new version of the General Terms and Conditions of Sale of which the Customer shall be informed, either

by postal letter or email or the ENAC website at the following address: [www.enac.fr/fr/cgv](http://www.enac.fr/fr/cgv).

- j) The General Terms and Conditions of Sale applicable are those in force on the date of acceptance of the order. These General Terms and Conditions of Sale may be viewed on the ENAC website at the following address: [www.enac.fr/fr/cgv](http://www.enac.fr/fr/cgv).
- k) ENAC also ensures that acceptance of the General Terms and Conditions of Sale is clear and without reservations by the Customer, either through their signature on acceptance of the Offer by the Customer, or electronically by requiring the selection by the Customer of a checkbox and a validation click.
- l) The Customer states having taken cognisance of all these General Terms and Conditions of Sale, and if relevant the Supplemental General Terms and Conditions related to a Product or a Service, and to accept them without restriction or reservation. The Customer acknowledges that it has benefited from the advice and information necessary to ensure that the Offer meets its needs. The Customer declares being able to lawfully contract under French law or to validly represent the natural or legal person on whose behalf it makes a commitment. Save for evidence to the contrary, the information recorded by ENAC constitutes proof of all the transactions.

### 4 – Price:

- m) Notwithstanding any price exception established through a contract, the Products and/or Services provided by ENAC to the Customer are invoiced at the prices in force in accordance with the prices voted by the Board of Directors of ENAC when confirming the order corresponding to the Offer.
- n) In the event of an order to a country other than Metropolitan France, the Customer is the importer of the product or products concerned. Customs duties or other local taxes or import duties or state taxes may be payable. These duties and payments are not within the purview of ENAC. They shall be borne by the Customer and fall within its full responsibility, both as regards declarations and payments to the competent authorities and bodies in its country. The Customer is strongly recommended to enquire about these aspects with its local authorities.
- o) All orders, regardless of their origins, are payable in euros.
- p) ENAC reserves the right to modify its prices annually by a vote of the Board of Directors, but the Product and/or Service shall be invoiced on the basis of the price in force at the time of acceptance of the order.

### 5 – Payment:

5.1 – Terms: Payments are due on receipt of the invoice.

5.2 – Payment methods: The Customer undertakes to pay the agreed amount on receipt of the invoice either by bank cheque made out to the "Agent Comptable de l'ENAC" (accounting officer of ENAC), or in cash or by direct debit following an online payment on a website dedicated to the planned purchase, either by bank transfer to the account opened in the Trésor Public (public treasury) in the name of the "Agent comptable de l'ENAC" under No.:

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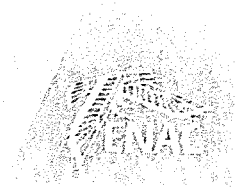
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After a period of thirty (30) working days following receipt of the invoice by the Customer and if payment has not been received, late-payment penalties of a minimum amount equal to three times the legal interest rate shall be calculated between the issuance date and the effective date of the payment in application of the Modernisation of the Economy Act of 01/01/2009. Pursuant to Directive 2011/7/EU and Articles L441-3 and 441-6 of the French Commercial Code, a fixed compensation penalty shall be due for recovery fees of forty (40) euros in addition to the late payment penalties.



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## **CLAUSE 8. Disputes**

This Contract is governed by French laws and regulations.

In the event of difficulty regarding the interpretation or performance of this Contract, the Parties shall endeavor to resolve their dispute amicably.

Should the disagreement persist, the Courts of Toulouse shall have sole jurisdiction.

**For ENAC,**

**For ROMANIAN CAA,**

*[Signature]* Director General

*[Signature]*  
Le Responsable Général et par délégation  
Le Responsable de la Formation Continue

*[Signature]* Head of SA

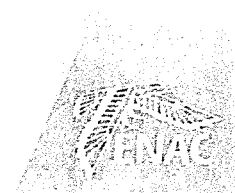
*[Signature]* Head of SF





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## 6 – Obligations of the Parties:

The essential characteristics of the Products, Services and their respective prices are available to the Customer on the Offer made by ENAC. The Customer certifies having received details of any delivery costs as well as the terms of payment, delivery and performance of the contract. This contractual information is presented in detail and in the French language. In accordance with French law, they are summarised and confirmed on validation of the order. The Parties agree that the illustrations or photos of the Products offered for sale have no contractual value. The term of validity of the Offer of the Products and their prices is specified on the ENAC websites referring to the prices voted by the Board of Directors of ENAC or on the Offer itself, and the minimum and/or maximum term of the proposed contracts when they relate to a continuous or periodic supply of Products or Services.

### 6.1 – In the case of a sale of Products:

#### 6.1.1 – ENAC's obligations:

In accordance with the legal provisions, ENAC undertakes to deliver a Product in accordance with the contract or if relevant, with the Offer and is answerable for existing compliance defects on delivery. ENAC also indemnifies the Customer, a natural person, against hidden defects of the thing sold, in accordance with the conditions laid down within the meaning of the Civil Code.

The Products are delivered in Metropolitan France within an average of 3 to 15 working days as of payment in full of the price. Parcels are delivered by a carrier external to ENAC, to the address indicated by the Customer on the purchase order or the contract. ENAC cannot therefore either guarantee a precise delivery time or be held responsible for any delays or delivery problems attributable to the carrier or to a mistake by the Customer (such as an incomplete or incorrect address).

However, if the package has not been delivered within one month from the date of the order, for any cause other than force majeure or the Customer's mistake, the sale may be cancelled at the Customer's request. The transfer of risks takes place on delivery.

The products remain the property of ENAC until payment in full of the price by the Customer.

#### 6.1.2 – The Customer's obligations:

The Customer undertakes to pay the price and to comply with the terms and payment dates mentioned on the site and/or the specific terms and conditions of sale and/or the Offer with the purchase order. The Customer undertakes to provide all useful information for the delivery (name, address, etc.). Failing this, ENAC is not required to validate the order. When the inadequacy or the incorrect nature of the information provided by the Customer leads to the inability to deliver the Product, the Customer may not claim any refund.

The Customer must check the Product during delivery. Any reservations must be stated on the delivery docket presented by the carrier; failing this, they must immediately be brought to the attention of ENAC by postal letter or email. Any refusal of delivery, must, to be taken into consideration, be brought to the attention of ENAC by registered letter duly supported by reasons, within forty-eight (48) hours of the delivery date. In the case of a delivery refusal not expressed in the required manner and periods and/or not supported by reasons, the Customer shall be deemed to have broken the contract unilaterally and wrongfully and accordingly, ENAC shall be able to request the total amount of the order from it. The Customer shall accept the Software ordered on first delivery provided it complies with the Purchase order and its documentation. In the event of a download, acceptance of the delivery shall be deemed to have taken place at the end of the download.

### 6.2 – In the case of a sale of Services:

#### 6.2.1 – ENAC's obligations:

ENAC has an obligation of means for provision of the Services offered by it, under which the services shall be performed in strict compliance with the professional rules practised and, if relevant, in accordance with the conditions of the contract.

For this purpose, ENAC shall assign to the performance of the provision of the Services, professionals with the skills required to ensure their completion in accordance with its quality standards.

At the end of the provision of Services, ENAC undertakes, if appropriate, to deliver to the Customer the deliverable good(s) specified in the Offer associated with the purchase order or the contract deemed to be special conditions of sale.

The provision of Services is carried out on the basis of the information and documents that the Customer has communicated to ENAC in writing or during their discussions and face-to-face exchanges in accordance with the Offer. ENAC disclaims all liability in the case of omission, inadequacy, inaccuracy or error regarding the information or documents which are communicated to it by the Customer.

#### 6.2.2 – The Customer's obligations:

The Customer undertakes to pay the price and to comply with the terms and payment dates mentioned on the site and/or the specific terms and conditions of sale and/or the Offer or the purchase order. The Customer undertakes to provide ENAC with all useful means for the performance of the provision of services. It undertakes in particular to indicate by name those people who shall be the contact persons of the persons concerned at ENAC, to keep appointments and to provide all the information and documents useful for the performance of ENAC's Service provision.

If the Service provision requires one or more visits to its premises, the Customer undertakes to provide the required reception logistics.

In the event of the total or partial non-performance of the Customer's obligations, ENAC may automatically terminate the contract, five calendar days after sending formal notice that has remained without effect. When non-compliance with these obligations by the Customer makes the performance by ENAC of its service impossible, termination of the contract which automatically results from it does not give rise to any refund to the Customer.

## 7 – Personal data protection

### 7.1 – Applicable Laws

ENAC implements all necessary means to comply with the provisions of Regulation 2016/679/UE of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and to the free movement of such data as well as to the French law n°78-17 of January 6<sup>th</sup>, 1978 relating to data processing, files and freedoms.

ENAC undertakes to carry out lawful, loyal and transparent processing. For this purpose, the data are collected in the context of determinate, explicit and legitimate purposes with regard to the goods and services offered for sale by the establishment.

By adhering to these general conditions of sale, the Customer consents that the ENAC collects and uses its data for the realization of the sale.

### 7.2 – Type of the data

Personal data are collected by ENAC as part of an online payment for good and/or services offered for distance selling.

When the Customer is a natural person, the personal data collected may include:

- The name and the first name;
- The personal and professional email address;
- The personal and professional telephone number;
- The personal postal address;
- Bank details.

### 7.3 – The purposes

The personal data collected by ENAC are necessary for the execution of the contract to which the Customer legal person or physical is party. The data processing carried out by ENAC generally has the following aims:

- Customer identification;
- The management of the contract signed with the Customer;
- The prevention of unpaid bills;
- Management of pre-litigation, litigation and unpaid;
- The realization of statistical studies and analyses;
- The development of products and services by ENAC;
- The setting up of prospecting actions relating to similar products or services by email

For this purpose, the Customer will have the opportunity to oppose at any time the use of its data in a simple and free way.

For any new purpose, ENAC undertakes to systematically request the Customer's consent. However, the provision of certain personal data by the Customer, may condition the conclusion and, in some cases, the execution of the contract by ENAC.

#### 7.4 – The shelf life

Personal data are kept:

- for the period of execution and full payment of the service(s) provision;
- for the contractual terms of the sale(s);
- and/or the period of the specific treatments to which the Customer has agreed;
- and/or for the legal periods of conservation.

#### 7.5 – The recipients of the data

The collected personal data may be processed by the authorized staff of the establishment, subcontractors, partners or service providers located only in member states of the European Union. ENAC therefore undertakes to not transmit personal data to third parties that do not offer adequate protection equivalent to that of the European Union

#### 8 – Rights of the data subject

At any time, the Customer may request access to personal data concerning him, collected for the purposes specified above, rectification or erasure thereof (to the extent that this does not preclude the proper performance of the contract or compliance with the legal obligations of ENAC) and the limitation of one or more specific treatments concerning him, under the conditions provided for by the national and European regulations. The Customer also has the right to oppose the processing of his personal data and the right to data portability under the conditions set by the regulations.

When the processing of personal data is based on the collection of his consent, the Customer has the right to withdraw the consent at any time without prejudice to the lawfulness of the treatment based on the consent made before the withdrawal thereof. The Customer has the right to lodge a complaint with the National Commission for Informatics and Freedoms.

He may exercise these rights by sending a letter to the ENAC data protection officer (ENAC DPO) at the following address: 7, avenue Edouard Belin, 31055 Toulouse, Cedex 04.

He will have to provide on this occasion his surname, first name, email address and a copy of this identity card

#### 9 – Non-disclosure

All information exchanged between the Parties or of which they have become aware during the performance of the Contract (in particular the Customer's data), regardless of their medium will be considered confidential (hereinafter referred to as "Confidential Information"). Each of the Parties undertakes to protect Confidential Information and not to disclose it to third parties without the prior written authorisation of the other Party. Each of the Parties shall be released from its confidentiality obligations as regards all the information (i) which was in the possession of this Party before its disclosure by the other Party provided such possession does not result directly or indirectly from the unauthorised disclosure of this

information by a third party; (ii) which is part of the public domain on the acceptance date of the Contract or which would fall into the public domain after this date provided the cause is not attributable to non-compliance by that Party of its confidentiality obligations under the Contract, (iii) that has been arrived at independently by this Party, or (iv), whose disclosure is required by the law or a judicial or administrative authority or is necessary as part of judicial proceedings.

The Parties undertake to comply with the obligations arising from this article throughout the Contract and for five (5) years following its termination. As such, on expiry or termination of the Contract, each Party shall either return to the other Party all the documents containing confidential information, or prove to the other Party the destruction of all the confidential information in its possession. In no case, may a copy of the documents containing confidential information be retained by one Party except with the exceptional and written agreement of the other Party.

#### 8 – Property rights:

The Customer is not authorised to use the name, logo, trademarks, trade names, the graphic charter, the design, the image or any other elements whose rights are held by ENAC (together the "Property Rights") in any of its advertisements, communications, publications, or other elements, without ENAC's prior written agreement.

No assignment of intellectual property rights is made through these GTC. Any total or partial reproduction, modification or use of this property, regardless of the reason, is strictly prohibited.

#### 9 – Other:

##### 9.1 – Internal rules/Schooling regulations:

The Customer shall comply with the internal rules in force at ENAC accessible on the ENAC website and if relevant, the schooling regulations when it is present on the ENAC site

##### 9.2 – Force majeure:

Save for the obligations to pay the amounts due on the due date, neither Party shall be held responsible for a delay or the non-performance of its contractual obligations due to circumstances that are unforeseen or outside its control. In such a case, the performance of the obligations affected by this event shall be suspended for the duration of the event. Should the event last for more than two (2) months, ENAC may terminate the contract of sale immediately, but may not be held liable. A force majeure event means any external, unforeseeable and unstoppable event within the meaning provided in the Civil Code.

##### 9.3 – Non-waiver:

The failure by one of the Parties to invoke a breach by the other Party does not constitute a waiver to invoke other breaches, at a later time or otherwise.

##### 9.4 – Entirety:

Should a stipulation of the General Terms and Conditions of Sale, in whole or in part, be declared invalid or without effect by the competent court, this stipulation shall be performed within the limit of what is possible or authorised and the contract of sale shall be adjusted, if relevant, in order to give maximum effect to the primary intention of the Parties and to the structure of the sale contract. The stipulations that remain shall retain their enforceability.

##### 9.5 – Transfer:

The Customer may not transfer the sale contract or any order relating thereto. The Customer may not delegate its obligations under the contract without the prior written consent of ENAC, which may not be refused without good reasons



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## 10 – Guarantees:

IN ACCORDANCE WITH THE LAW, ENAC PROVIDES TWO LEGAL GUARANTEES: COMPLIANCE AND RELATING TO HIDDEN DEFECTS IN THE PRODUCTS. ENAC SHALL REIMBURSE THE CUSTOMER OR EXCHANGE PRODUCTS WITH APPARENT DEFECTS OR THOSE NOT CORRESPONDING TO THE ORDER MADE. THESE GUARANTEES DO NOT APPLY TO THE PROVISION OF SERVICES.

ENAC DOES NOT GRANT OTHER GUARANTEES TO THE CUSTOMER, EXPRESSLY OR IMPLIED, FOR PRODUCTS AND SERVICES, WITHIN THE LIMIT OF WHAT IS ALLOWED BY THE LAW AND IN PARTICULAR, ENAC DOES NOT GUARANTEE THAT THE PRODUCTS ARE MARKETABLE AND COMPLY WITH A PARTICULAR NEED.

## 11 – Liability:

SAVE FOR LEGAL EXCLUSION, THE FULL LIABILITY OF ENAC AND THAT OF ITS STAFF WITH REGARD TO ANY FAILING, NEGLIGENCE OR FAULT, IDENTIFIED ON THE OCCASION OF THE PERFORMANCE OF THE PROVISION OF SERVICES OR THE SUPPLY OF PRODUCTS, SHALL BE CAPPED AT THE AMOUNT PAID FOR THE SAID SALE OF THE PROVISION OF SERVICES OR THE PRODUCT IN QUESTION, IN ORDER TO COVER CLAIMS OF ANY KIND (INTEREST AND COSTS INCLUDED), REGARDLESS OF THE NUMBER OF PROCEEDINGS, BASES INVOKED OR PARTIES TO THE DISPUTES. IN ADDITION, ENAC SHALL NOT BE HELD LIABLE IN THE FOLLOWING CASES:

- AS A RESULT OF A FAILING OR A DEFICIENCY IN A PRODUCT OR A SERVICE WHOSE SUPPLY OR DELIVERY IS NOT ITS RESPONSIBILITY

NOR THAT OF ANY SUBCONTRACTORS,

- FOR FACTS AND/OR INFORMATION THAT DO NOT FALL WITHIN THE SCOPE OF THE PROVISION OF SERVICES AND/OR WHICH ARE NOT THE EXTENSION OF THEM.

- IN THE CASE OF THE USE OF THE RESULTS OF THE SERVICES, FOR A PURPOSE OR IN A CONTEXT THAT IS DIFFERENT FROM THAT IN WHICH THEY WERE PROVIDED, THE ERRONEOUS IMPLEMENTATION OF RECOMMENDATIONS OR THE FAILURE TO TAKE INTO ACCOUNT ENAC'S RESERVATIONS.

NEITHER ENAC OR ITS INSURERS SHALL THEREFORE BE ANSWERABLE FOR CONSEQUENTIAL LOSSES IN PARTICULAR THE LOSS OF PROFITS OR THE LOSS OF OPPORTUNITY OR EXPECTED PROFITS, OR THE FINANCIAL CONSEQUENCES OF ANY PROCEEDINGS BROUGHT BY THIRD PARTIES AGAINST THE CUSTOMER.

## 12 – Settlement of disputes:

The applicable law between ENAC and the Customer under these General Terms and Conditions of Sale is French law. The Parties give exclusive jurisdiction to the French courts. The General Terms and Conditions of Sale shall be communicated to the competent French court in the French language and the French version shall be considered authentic.

Notwithstanding the foregoing, ENAC reserves the right to bring proceedings against the Customer before the competent courts of the Customer's registered office or of the place of the loss suffered by ENAC.

## SUPPLEMENTAL GENERAL TERMS AND CONDITIONS

These Supplemental General Terms and Conditions of Sale (SGTC) specify or supplement the General Terms and Conditions of Sale of ENAC to take account of the specificity of certain Products or Services:

- Provision of Services,
- Software and Databases.

### SUPPLEMENTAL GENERAL TERMS AND CONDITIONS RELATING TO SERVICES

These Supplemental General Terms and Conditions have as their object the provision of Services. Therefore, the establishment of specifications or an expression of needs is the sole responsibility of the Customer under its entire responsibility. Similarly, it is the Customer's responsibility to ensure that the services match its own needs, in particular on the basis of the indications provided in the documentation and/or the Offer which is communicated to it, of which it acknowledges having taken cognisance.

By express agreement between the Parties, ENAC is subject, under these terms and conditions, only to an obligation of means to the exclusion of any obligation of results. In no case, may ENAC be held liable for direct and/or indirect, material and/or consequential losses, related to late delivery, non-compliance with the needs of the Customer or due to a cause unrelated to ENAC's intervention.

ENAC's liability only relates to non-compliance with its obligations. Similarly, ENAC may not be held liable for a financial or commercial loss, or of any other kind caused within the context of the use of its services and for which its liability could not be involved.

Should ENAC be held liable following the failure to perform or improperly perform its obligations, total compensation could not, by express agreement, exceed an amount equal to the amount of the incriminated Service provision.

ENAC and its staff undertake to consider as confidential and part of the scope of application of professional secrecy to which they are bound, information of any kind relating in particular to the Customer's activities, organisation and staff.

Save for specific conditions provided for by Contract, when ENAC performs work involving a creative activity within the meaning of the Intellectual Property Code, the copyright or industrial property titles arising from this creation and in particular the right of reproduction remain acquired by ENAC and are transferred to the Customer only in return for a written agreement to this effect. The written agreement of the transfer of copyright, in particular the right of reproduction, must be express: it may not result, either from the fact that the creative activity was not provided for in the order, or the fact that it is the subject of special remuneration, or, finally, the fact that the ownership of the material medium of the copyright has been transferred to the Customer.

The use of the information provided by ENAC is strictly personal to the Customer or to the persons empowered by it, for their internal use but excluding companies of the same group. Except by a special exclusivity agreement, ENAC may once again use a creation produced by its services.

### SUPPLEMENTAL GENERAL TERMS AND CONDITIONS RELATING TO SOFTWARE AND DATABASES

These Supplemental General Terms and Conditions have as their object the non-exclusive availability by ENAC to the benefit of the Customer for its own and personal needs, of Software or Databases. ENAC's exclusive property. The Software and the Database marketed by ENAC are referred to

hereinafter as "Products". These General Terms and Conditions of Sale may be supplemented by the Licence Contract deemed to be Specific Conditions. The Specific Conditions set out in the Licence Contract shall take precedence over the General Terms and Conditions of Sale and the Supplemental General Conditions.

The Customer is only the owner of the physical medium of the Product and in no case the protected work that it contains; the latter remains ENAC's exclusive property. It is expressly agreed between ENAC and the Customer that the transfer of ownership of the Product is suspended until payment in full of the price. Misappropriation of the Product shall be penalised by the legislative and regulatory provisions relating to copyright; the same penalty shall apply to any use of the said product made outside the limits of the authorisation granted by ENAC in accordance with the Licence Agreement signed by the Parties. ENAC may also, according to the rules of ordinary law, invoke the contractual liability of its Customers or initiate any proceedings for unfair or parasitic competition against the perpetrators of the breaches of the provisions in question. In this context, it is the Customer's duty to ensure, under its responsibility, the proper use of the Product. In particular, the Customer shall inform its employees and staff of these terms and conditions. It is the responsibility of the Customer alone, at its own expense and under its sole responsibility to provide the technical means, in particular Internet access (equipment, software, networks, etc.), and the necessary skills to access the Product and perform all permitted operations, without remedy against ENAC in the event of losses resulting from poor understanding or handling of it. ENAC expressly reserves, without compensation, the right to modify at any time all or part of a Product or its update, and if relevant, its presentation or its medium, and to put an end to the update of a product or a service which no longer meets the objectives of the establishment or for any other reason. ENAC reserves the right to stop marketing Products that it offers. The Customer shall be notified by any means and shall continue to have access to its Products for the term of the Licence contract to which it has subscribed or shall have notice of at least one month before access to the Products is permanently discontinued. The Customer shall need to take, within this period, all provisions for backing up its data. Cessation of marketing of the Products by ENAC may not give rise to any compensation or redress of any kind by the vendor to the Customer. ENAC grants to the Customer only and non-exclusively, an end-use right of the data contained in the Database/execution of the Software, i.e. the right to use the said data/to execute the Software for professional use within the following limits: The Customer may not disassemble the Software Products and/or the Database (save for legally allowed exceptions):

- It may not sell, distribute or commercially use the Software Products or any related elements and/or the Database;
- It may not make the Software Products or related items and/or the Database available on an Intranet, Extranet or Internet;
- It may not transfer, assign or grant sub-licences for the Software Products or any related elements and/or the Database;
- It may not make a private copy of the Product pursuant to Article L.122-5-2° of the Intellectual Property Code (save for a lawfully allowed backup copy).

• For a Software:

The Software is delivered in the form of object codes, either on a physical medium or via a download. The Customer shall install the Software under its sole responsibility, save where a provision of Service is ordered.

The ENAC guarantees, for a period of thirty (30) calendar days as of the delivery or download date, compliance of each Software with its documentation.

The guarantee of compliance of the Software is expressly limited to its compliance in relation to its documentation and cannot be extended to a guarantee of compliance with the specific needs of a Customer or a User, with consideration given to local standards, uses or regulations. It is therefore the Customer's responsibility or any third party assigned for this purpose by the Customer to ensure the appropriateness of the Software with its needs and its compliance with the standards, practices and regulations applicable in the territory where the Software is used.

The ENAC does not guarantee that the Software is free from all defects but undertakes exclusively to correct, with all reasonably possible diligence, anomalies in the Software observed in relation to its documentation.

The ENAC does not guarantee the ability of the Software to achieve objectives that the Customer may have set or to perform specific tasks which may have been behind its decision to obtain the Software.

All other guarantees are expressly excluded.

As of the conclusion of this Contract and as soon as possible, the ENAC shall set up the Software in collaboration with the Customer, with this phase ending by making available the Customer's personal space. The ENAC communicates to the Customer's legal representative or to any person designated by it, an username and a password, hereinafter the Software Activation Key, to access the Customer's personal space and to use the Software. The Customer is the sole custodian and responsible for the Software Activation Key and it undertakes not to disclose it to any third party for whatever reason, and to keep it strictly confidential. The Customer undertakes to inform ENAC without delay and by registered letter with acknowledgement of receipt, as soon as it becomes aware of any risk of misuse or unauthorised use of its Activation Key. The Customer declares to ENAC those users who, under its sole responsibility, are alone entitled to access the Software, hereinafter the Users and to use the Activation Key. The number of Users is indicated on the Quotation and may be increased in return for an increase in the agreed price. The use of the Software Activation Key by the Customer, is deemed to be proof of use of the Software by the Customer, with this provision being deemed an agreement of proof within the meaning of proof by legal presumption contained in the Civil Code. Similarly, constant use of the Software is proof of compliance of the Software

• For the Database:

In the event of the use of an electronic medium (CD-ROM, DVD-ROM ...) the Licence is valid until delivery of the next update. However, the duration of this Licence may be extended on request to extend the duration of use of the most recent medium received by the Customer, on expiry of its subscription, at its own risk, in particular given that the content may be obsolete. The Customer shall refrain moreover from infringing in any way the rights of reproduction, representation and other rights held by ENAC, including by application of Articles L.342-1 and following of the Intellectual Property Code relating to databases. The Customer may not, under any circumstances, reproduce or represent in their entirety the data contained in the documentary collections. It shall also refrain from making any substantial reproduction, extraction or reuse, qualitatively or quantitatively, of the content of the Database, as well as the extraction or repeated and systematic re-use of qualitatively or quantitatively non-substantial parts of the content of the Database. Any other use not provided for by the Intellectual Property Code is subject to the prior written authorisation of ENAC.

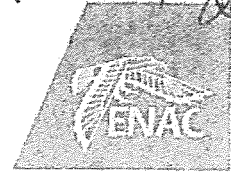
The obligations stipulated herein are applicable for the entire duration of the intellectual property rights of ENAC and for any country, including after the termination of the Contract.



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Nr. AACR 1308/1004  
2023



## TRAINING COURSE AGREEMENT

No. 125 BIS/23

### BETWEEN THE UNDERSIGNED:

The Ecole Nationale de l'Aviation Civile, authorization number 73.31.P.0019.31, a Public Administrative body named "Etablissement Public à Caractère Scientifique, Culturel et Professionnel ((EPCSP) existing under the French law, under the authority of the french Ministry of Transports, with registered number n° 193 112 562 00015, located in 7 avenue Edouard Belin, CS 54005, 31 055 TOULOUSE Cedex 4, France, and represented by its director General or his duly empowered representative  
Hereinafter referred to as "ENAC",

ON THE ONE HAND,

AND

**Romanian Civil Aeronautical Authority**, registered in Romania as VAT no. RO5205651, with headquarters Sos. Bucuresti-Ploiesti no. 38-40, sector 1, Bucharest, phone 004-021-2081508, registered on the Commerce Registry with no. J40/9079/2003

Hereinafter referred to as "the Client", represented for the purposes of the signature of this contract by as General Director,

ON THE OTHER HAND,

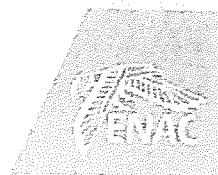
Jointly referred to as the Parties,

The following agreement is entered into, laying down the special conditions of sale, pursuant to the provisions of Part 6 of the Labor Code on the organization of lifelong vocational training.



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## **CLAUSE 1. Purpose and term of agreement**

ENAC shall organize the following training course:

Name of course:

### **IPD123-E –Comprehensive Instrument Procedure Design Course (3 modules)**

Dates for each module :

#### **A/ IPD1E : Instrument Procedure Design Course : General Criteria**

- Training Objective :** At the end of this training, the participant, as future procedure designer is able to:
- begin designing RNP approach procedure without vertical guidance tutored by a senior procedure designer.
  - apply general criteria.
  - attend any course relative to IFR procedure design

**Dates of the course:**

- **IPD1E : From Monday 13<sup>th</sup> of March 2023 to Wednesday 29<sup>th</sup> of March 2023 (ONLINE course)**

#### **B/ IPD2E : Instrument Procedure Course Design : RNAV/PBN Non Precision Approach and Departure**

**Training Objective :** At the end of this training, the participant, as future procedure designer tutored by a senior procedure designer, is able to:

- design PBN and conventional arrival procedures
- design RNP Non-Precision Approach (NPA) procedures.
- design VOR or NDB procedures.

**Dates of the course :**

**IPD2E : From Monday 12<sup>th</sup> of June to Friday 30<sup>th</sup> of June 2023 (at ENAC site)**  
**Week 27/2023 : 2 debriefing days (ONLINE)**

After verification of the previous training courses followed at ENAC and of the attendance record, the trainee had indeed assiduously followed the courses given in 2012 and 2019 as part of the complete PANS-OPS training. He received all his end-of-course certificates. In these conditions, the teaching team decided to exempt him in 2023 from following the IPD1 and IPD2 modules (mentioned above) and authorise him to follow the following module only: **IPD3-E Module 3, new format, the details of which are given below:**

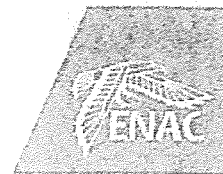
#### **C/ IPD3E : Instrument Procedure Design Course : Approach with vertical guidance (PA and APV)**

**Training Objective :** At the end of this training, the participant, as future procedure designer tutored by a senior procedure designer is able to:



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- Design PBN and conventional departures procedures
- Design ILS CAT I procedure
- Design LOC Only procedure
- Design APV barometric vertical navigation (BARO-VNAV) procedure
- Design SBAS cat I or APVI procedure
- Design NPA SBAS procedure

Dates of the course :

❖ From Monday 11 September 2023 to Wednesday 13<sup>th</sup> of September 2023  
(ONLINE course)

Remote classes – Total duration: 3 days for 15 h

Synchronous and Asynchronous distance duration : 15 h

Course Schedule :

Week 1

- Monday 11/09/2023 : 09h15-12h00 / 14h30-17h00
- Tuesday 12/09/2023 : 09h15-12h00 / 14h30-17h00
- Wednesday 13/09/2023 : 09h15-12h00 / 14h30-17h00

*These schedules may vary if the tutor is delayed, or in the event of equipment failure, unfavorable weather conditions or any other reasons beyond the control of ENAC.*

❖ From Monday 18<sup>th</sup> September to Friday 6<sup>th</sup> Octobre 2023 (AT ENAC SITE)

Duration : 15 days for 96h30 - Location: ENAC Toulouse

Week 41/2023 : 2 debriefing days (ONLINE)

Course Schedule : it will be sent to the trainee before the course

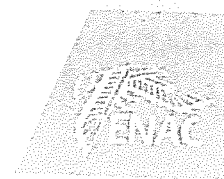
The General Conditions of Sale supplied to the Client and shown in Appendix 1 apply in addition to these provisions and are equally binding. However, in case of contradiction, these provisions laying down the special conditions shall take precedence over the General Conditions of Sale.

This Agreement shall take effect on **April 04<sup>th</sup> 2023** and shall remain in force for a term of 12 months notwithstanding the payment of the price in full by the Client terminating it.

## CLAUSE 2. Identity of trainee(s)

ENAC shall train the following person:

➤



### **CLAUSE 3. Financial provisions**

In return for the dispensing of this course, the Client shall pay for the following costs:

Fixed price for the module 3 is € 6458,00 € for 1 trainee = € 6458,00 € ex-VAT.

This cost includes tuition, documentation, and ancillary tuition. The remaining catering and accommodation costs are the responsibility of the trainee.

### **CLAUSE 4. Terms of payment**

Payment for the course shall be due on receipt of the invoice.

The sums due to ENAC shall be paid:

- by bank transfer to the account opened with the Treasury in the name of ENAC's Agent Comptable under the number: 10071 31000 00001001252 22  
IBAN: FR76 1007 1310 0000 0010 0125 222  
BIC (SWIFT code): TRPUFRP1

- Payment deadline and delayed payment:

Payment must be made no later than 30 (thirty) days from receipt of the invoice.

- If the payment deadline is exceeded:

Pursuant to Article L410-1 of the Commercial Code, the interest rate of penalties for delay is equal to the interest rate applied by the European Central Bank on its most recent refinancing operation increased by 10% (ten percent).

Pursuant to Directive 2011/7/EU and Articles L441-3 and 441-6 of the Commercial Code, a lump sum penalty of 40 (forty) Euros shall be due for the costs of recovery in addition to the penalties for delay.

### **CLAUSE 5 Compensation, redress or penalty**

If the training course is cancelled or dispensed partially because of ENAC, less than ten working days before the start of the course mentioned in Clause 1, ENAC undertakes to reimburse in full the sums paid by the Client for the course.

If the training course is cancelled or dispensed partially because of the Client, less than ten working days before the start of the course, ENAC reserves the right to invoice the full price of the course. The sums due for compensation, redress or penalty are distinct from those due for the dispensing of the course.

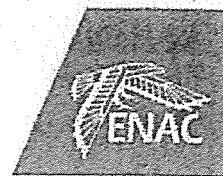
These expenses shall be borne by the Client who may not charge them to his mandatory contribution to the financing of ongoing vocational training. They may not form the subject of a request for reimbursement or cover by the Approved Vocational Training Fund.





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## CLAUSE 6 Attendance sheet

Signing the attendance sheets is mandatory and any trainee who has not signed this document for each half-day of training shall be deemed absent.

## CLAUSE 7. Special Provisions

In view of the health situation related to covid-19 taken into consideration at the date of the signing of this Agreement, the Customer is informed that ENAC will make its best efforts to provide the Service as provided for in this Agreement in this context. French regulations related to the health situation may impose a change in the Services during the course of the Agreement, particularly in terms of the training period. The Customer will be informed immediately, and the Parties will consult each other to plan the new implementation methods.

## CLAUSE 8. Disputes

This Contract is governed by French laws and regulations.

In the event of difficulty regarding the interpretation or performance of this Contract, the Parties shall endeavor to resolve their dispute amicably.

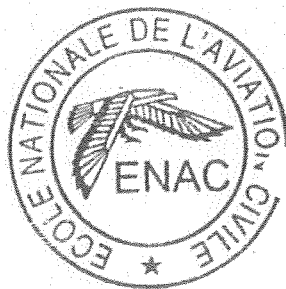
Shall the disagreement to persist, the Courts of Toulouse shall have sole jurisdiction.

Signed in Toulouse on April 04<sup>th</sup> 2023.

For ENAC,

For ROMANIAN CAA

Pour le Directeur Général et par délégation  
Le Responsable de la Formation Continue



Head of General

Head of SATMANS

Head of SF

HR Specialist



## GENERAL TERMS AND CONDITIONS OF SALE

The present General Terms and Conditions of Sale (GTC) apply exclusively to sales of goods and/or services concluded by the Ecole Nationale de l'Aviation Civile. They do not apply to sales of certain goods and services which are subject to different general terms and conditions, in particular sales of training services for continuing vocational training.

### 1 – Object:

- a) In these General Terms and Conditions of sale, the term ENAC means the Ecole Nationale de l'Aviation Civile, a public administrative establishment under the aegis of the Ministry responsible for Transport, 7 avenue Edouard Belin, CS 54005, 31055 Toulouse Cedex 4, represented by its Director or his duly authorised representative; and the term "Customer" means you as a customer. ENAC and the Customer are jointly referred to by the term "the Parties".
- b) The term "Product" means all products and the term "Service" means all services, the list of which is enclosed in the Offer sent by ENAC to the Customer and that ENAC agrees to deliver to the Customer in accordance with these General Terms and Conditions. The term "Offer" means the commercial proposal sent by ENAC and specifying the Products and/or Services offered as well as the prices thereto, to which are appended these General Terms and Conditions of Sale.
- c) Certain Products and Services are subject to Supplemental General Terms and Conditions provided by ENAC set out after these General Terms and Conditions of Sale.
- d) These General Terms and Conditions of Sale set out the rights and obligations of the Parties within the context of the sale of Products and Services offered by ENAC to the Customer. Acceptance of the Offer by the Customer implies the full and complete acceptance of these General Terms and Conditions of Sale and of the Supplemental General Terms and Conditions if relevant.

e)

### 2 – Contractual scope:

- f) Notwithstanding any contract subsequently concluded, these General Terms and Conditions of Sale, as well as, if applicable, the Supplemental General Terms and Conditions and/or the Offer and/or the Customer Purchase Order, express the entirety of the agreement of the Parties.
- g) Where they exist for certain Products and/or Services, the Supplemental General Terms and Conditions specify or complement these General Terms and Conditions of Sale. In the event of a contradiction between the Supplemental General Terms and Conditions of Sale and these General Terms and Conditions of Sale, the provisions of the Supplemental General Terms and Conditions of Sale shall take precedence.
- h) Should any of the provisions of these General Terms and Conditions of Sale or of the Supplemental General Terms and Conditions be declared invalid or non-written, by a court with jurisdiction, the other provisions shall remain in full force and shall be interpreted in such a way as to comply with the original intention of the Parties.

i)

### 3 – General provisions:

- k) The fact that ENAC at a given time does not apply any one of these General Terms and Conditions of Sale may not be interpreted as a renunciation to apply any one of the said conditions at a later time.
- l) ENAC reserves the possibility to modify these GTC, at any time by the publication of a new version of the General Terms and Conditions of Sale of which the Customer shall be informed, either by postal letter or email or the ENAC website at the following address: [www.enac.fr/fr/cgv](http://www.enac.fr/fr/cgv).
- m) The General Terms and Conditions of Sale applicable are those in force on the date of acceptance of the order. These General Terms and Conditions of Sale may be viewed on the ENAC website at the following address: [www.enac.fr/fr/cgv](http://www.enac.fr/fr/cgv).

n) ENAC also ensures that acceptance of the General Terms and Conditions of Sale is clear and without reservations by the Customer, either through their signature on acceptance of the Offer by the Customer, or electronically by requiring the selection by the Customer of a checkbox and a validation click.

o) The Customer states having taken cognisance of all these General Terms and Conditions related to a Product or a Service, and to accept them without restriction or reservation. The Customer acknowledges that it has benefited from the advice and information necessary to ensure that the Offer meets its needs. The Customer declares being able to lawfully contract under French law or to validly represent the natural or legal person on whose behalf it makes a commitment. Save for evidence to the contrary, the information recorded by ENAC constitutes proof of all the transactions.

p)

### 4 – Price:

- q) Notwithstanding any price exception established through a contract, the Products and/or Services provided by ENAC to the Customer are invoiced at the prices in force in accordance with the prices voted by the Board of Directors of ENAC when confirming the order corresponding to the Offer.
- r) In the event of an order to a country other than Metropolitan France, the Customer is the importer of the product or products concerned. Customs duties or other local taxes or import duties or state taxes may be payable. These duties and payments are not within the purview of ENAC. They shall be borne by the Customer and fall within its full responsibility, both as regards declarations and payments to the competent authorities and bodies in its country. The Customer is strongly recommended to enquire about these aspects with its local authorities.
- s) All orders, regardless of their origins, are payable in euros.
- t) ENAC reserves the right to modify its prices annually by a vote of the Board of Directors, but the Product and/or Service shall be invoiced on the basis of the price in force at the time of acceptance of the order.

### 5 – Payment:

5.1 – Terms: Payments are due on receipt of the invoice.

5.2 – Payment methods: The Customer undertakes to pay the agreed amount on receipt of the invoice either by bank cheque made out to the 'Agent Comptable de l'ENAC' (accounting officer of ENAC), or in cash or by direct debit following an online payment on a website dedicated to the planned purchase, either by bank transfer to the account opened in the Trésor Public (public treasury) in the name of the 'Agent comptable de l'ENAC' under No.:

10071 31000 00001001252 22

IBAN: FR76 1007 1310 0000 0010 0125 222

BIC (code SWIFT): TRPUFRP1.

After a period of thirty (30) working days following receipt of the invoice by the Customer and if payment has not been received, late-payment penalties of a minimum amount equal to three times the legal interest rate shall be calculated between the issuance date and the effective date of the payment in application of the Modernisation of the Economy Act of 01/01/2009.

Pursuant to Directive 2011/7/EU and Articles L441-3 and 441-6 of the French Commercial Code, a fixed compensation penalty shall be due for recovery fees of forty (40) euros in addition to the late payment penalties.

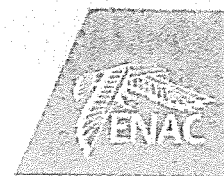
### 6 – Obligations of the Parties:

The essential characteristics of the Products, Services and their respective prices are available to the Customer on the Offer made by ENAC. The Customer certifies having received details of any delivery costs as well as the terms of payment, delivery and performance of the contract. This



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contractual information is presented in detail and in the French language. In accordance with French law, they are summarised and confirmed on validation of the order. The Parties agree that the illustrations or photos of the Products offered for sale have no contractual value. The term of validity of the Offer of the Products and their prices is specified on the ENAC websites referring to the prices voted by the Board of Directors of ENAC or on the Offer itself, and the minimum and/or maximum term of the proposed contracts when they relate to a continuous or periodic supply of Products or Services.

#### **6.1 - In the case of a sale of Products:**

##### **6.1.1 - ENAC's obligations:**

In accordance with the legal provisions, ENAC undertakes to deliver a Product in accordance with the contract or if relevant, with the Offer and is answerable for existing compliance defects on delivery. ENAC also indemnifies the Customer, a natural person, against hidden defects of the thing sold, in accordance with the conditions laid down within the meaning of the Civil Code.

The Products are delivered in Metropolitan France within an average of 3 to 15 working days as of payment in full of the price. Parcels are delivered by a carrier external to ENAC, to the address indicated by the Customer on the purchase order or the contract. ENAC cannot therefore either guarantee a precise delivery time or be held responsible for any delays or delivery problems attributable to the carrier or to a mistake by the Customer (such as an incomplete or incorrect address).

However, if the package has not been delivered within one month from the date of the order, for any cause other than force majeure or the Customer's mistake, the sale may be cancelled at the Customer's request. The transfer of risks takes place on delivery.

The products remain the property of ENAC until payment in full of the price by the Customer.

##### **6.1.2 - The Customer's obligations:**

The Customer undertakes to pay the price and to comply with the terms and payment dates mentioned on the site and/or the specific terms and conditions of sale and/or the Offer with the purchase order. The Customer undertakes to provide all useful information for the delivery (name, address, etc.). Failing this, ENAC is not required to validate the order. When the inadequacy or the incorrect nature of the information provided by the Customer leads to the inability to deliver the Product, the Customer may not claim any refund.

The Customer must check the Product during delivery. Any reservations must be stated on the delivery docket presented by the carrier; failing this, they must immediately be brought to the attention of ENAC by postal letter or email. Any refusal of delivery, must, to be taken into consideration, be brought to the attention of ENAC by registered letter duly supported by reasons, within forty-eight (48) hours of the delivery date. In the case of a delivery refusal not expressed in the required manner and periods and/or not supported by reasons, the Customer shall be deemed to have broken the contract unilaterally and wrongfully and accordingly, ENAC shall be able to request the total amount of the order from it. The Customer shall accept the Software ordered on first delivery provided it complies with the Purchase order and its documentation. In the event of a download, acceptance of the delivery shall be deemed to have taken place at the end of the download.

#### **6.2 - In the case of a sale of Services:**

##### **6.2.1 - ENAC's obligations:**

ENAC has an obligation of means for provision of the Services offered by it, under which the services shall be performed in strict compliance with the professional rules practised and, if relevant, in accordance with the conditions of the contract.

For this purpose, ENAC shall assign to the performance of the provision of the Services, professionals with the skills required to ensure their completion in accordance with its quality standards.

At the end of the provision of Services, ENAC undertakes, if appropriate, to deliver to the Customer the deliverable good(s) specified in the Offer associated with the purchase order or the contract deemed to be special conditions of sale.

The provision of Services is carried out on the basis of the information and documents that the Customer has communicated to ENAC in writing or during their discussions and face-to-face exchanges in accordance with the Offer. ENAC disclaims all liability in the case of omission, inadequacy, inaccuracy or error regarding the information or documents which are communicated to it by the Customer.

##### **6.2.2 - The Customer's obligations:**

The Customer undertakes to pay the price and to comply with the terms and payment dates mentioned on the site and/or the specific terms and conditions of sale and/or the Offer or the purchase order.

The Customer undertakes to provide ENAC with all useful means for the performance of the provision of services. It undertakes in particular to indicate by name those people who shall be the contact persons of the persons concerned at ENAC, to keep appointments and to provide all the information and documents useful for the performance of ENAC's Service provision.

If the Service provision requires one or more visits to its premises, the Customer undertakes to provide the required reception logistics.

In the event of the total or partial non-performance of the Customer's obligations, ENAC may automatically terminate the contract, five calendar days after sending formal notice that has remained without effect. When non-compliance with these obligations by the Customer makes the performance by ENAC of its service impossible, termination of the contract which automatically results from it does not give rise to any refund to the Customer.

#### **7 - Personal data protection**

##### **7.1 - Applicable Laws**

ENAC implements all necessary means to comply with the provisions of Regulation 2016/679/UE of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and to the free movement of such data as well as to the French law n°78-17 of January 6<sup>th</sup>, 1978 relating to data processing, files and freedoms.

ENAC undertakes to carry out lawful, loyal and transparent processing. For this purpose, the data are collected in the context of determinate, explicit and legitimate purposes with regard to the goods and services offered for sale by the establishment.

By adhering to these general conditions of sale, the Customer consents that the ENAC collects and uses its data for the realization of the sale.

##### **7.2 - Type of the data**

Personal data are collected by ENAC as part of an online payment for good and/or services offered for distance selling.

When the Customer is a natural person, the personal data collected may include:

- The name and the first name;
- The personal and professional email address;
- The personal and professional telephone number;
- The personal postal address;
- Bank details.

##### **7.3 - The purposes**

The personal data collected by ENAC are necessary for the execution of the contract to which the Customer legal person or physical is party. The data processing carried out by ENAC generally has the following aims:

- Customer identification;
- The management of the contract signed with the Customer;
- The prevention of unpaid bills;
- Management of pre-litigation, litigation and unpaid;



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- The realization of statistical studies and analyses;
- The development of products and services by ENAC;
- The setting up of prospecting actions relating to similar products or services by email

For this purpose, the Customer will have the opportunity to oppose at any time the use of its data in a simple and free way.

For any new purpose, ENAC undertakes to systematically request the Customer's consent. However, the provision of certain personal data by the Customer, may condition the conclusion and, in some cases, the execution of the contract by ENAC.

### 7.4 - The shelf life

Personal data are kept:

- for the period of execution and full payment of the service(s) provision;
- for the contractual terms of the sale(s);
- and/or the period of the specific treatments to which the Customer has agreed;
- and/or for the legal periods of conservation.

### 7.5 - The recipients of the data

The collected personal data may be processed by the authorized staff of the establishment, subcontractors, partners or service providers located only in member states of the European Union. ENAC therefore undertakes to not transmit personal data to third parties that do not offer adequate protection equivalent to that of the European Union.

## 8 - Rights of the data subject

At any time, the Customer may request access to personal data concerning him, collected for the purposes specified above, rectification or erasure thereof (to the extent that this does not preclude the proper performance of the contract or compliance with the legal obligations of ENAC) and the limitation of one or more specific treatments concerning him, under the conditions provided for by the national and European regulations.

The Customer also has the right to oppose the processing of his personal data and the right to data portability under the conditions set by the regulations.

When the processing of personal data is based on the collection of his consent, the Customer has the right to withdraw the consent at any time without prejudice to the lawfulness of the treatment based on the consent made before the withdrawal thereof. The Customer has the right to lodge a complaint with the National Commission for Informatics and Freedoms.

He may exercise these rights by sending a letter to the ENAC data protection officer (ENAC DPO) at the following address: 7, avenue Edouard Belin, 31055 Toulouse, Cedex 04.

He will have to provide on this occasion his surname, first name, email address and a copy of this identity card.

## 9 - Non-disclosure

All information exchanged between the Parties or of which they have become aware during the performance of the Contract (in particular the Customer's data), regardless of their medium will be considered confidential (hereinafter referred to as "Confidential Information").

Each of the Parties undertakes to protect Confidential Information and not to disclose it to third parties without the prior written authorisation of the other Party.

Each of the Parties shall be released from its confidentiality obligations as regards all the information (i) which was in the possession of this Party before its disclosure by the other Party provided such possession does not result directly or indirectly from the unauthorised disclosure of this information by a third party, (ii) which is part of the public domain on the acceptance date of the Contract or which would fall into the public domain after this date provided the cause is not attributable to non-compliance by

that Party of its confidentiality obligations under the Contract, (iii) that has been arrived at independently by this Party, or (iv), whose disclosure is required by the law or a judicial or administrative authority or is necessary as part of judicial proceedings.

The Parties undertake to comply with the obligations arising from this article throughout the Contract and for five (5) years following its termination.

As such, on expiry or termination of the Contract, each Party shall either return to the other Party all the documents containing confidential information, or prove to the other Party the destruction of all the confidential information in its possession. In no case, may a copy of the documents containing confidential information be retained by one Party except with the exceptional and written agreement of the other Party.

## 8 - Property rights:

The Customer is not authorised to use the name, logo, trademarks, trade names, the graphic charter, the design, the image or any other elements whose rights are held by ENAC (together the "Property Rights") in any of its advertisements, communications, publications, or other elements, without ENAC's prior written agreement.

No assignment of intellectual property rights is made through these GTC. Any total or partial reproduction, modification or use of this property, regardless of the reason, is strictly prohibited.

## 9 - Other:

### 9.1 - Internal rules/Schooling regulations:

The Customer shall comply with the internal rules in force at ENAC accessible on the ENAC website and if relevant, the schooling regulations when it is present on the ENAC site.

### 9.2 - Force majeure:

Save for the obligations to pay the amounts due on the due date, neither Party shall be held responsible for a delay or the non-performance of its contractual obligations due to circumstances that are unforeseen or outside its control. In such a case, the performance of the obligations affected by this event shall be suspended for the duration of the event. Should the event last for more than two (2) months, ENAC may terminate the contract of sale immediately, but may not be held liable. A force majeure event means any external, unforeseeable and unstoppable event within the meaning provided in the Civil Code.

### 9.3 - Non-waiver:

The failure by one of the Parties to invoke a breach by the other Party does not constitute a waiver to invoke other breaches, at a later time or otherwise.

### 9.4 - Entirety:

Should a stipulation of the General Terms and Conditions of Sale, in whole or in part, be declared invalid or without effect by the competent court, this stipulation shall be performed within the limit of what is possible or authorised and the contract of sale shall be adjusted, if relevant, in order to give maximum effect to the primary intention of the Parties and to the structure of the sale contract. The stipulations that remain shall retain their enforceability.

### 9.5 - Transfer:

The Customer may not transfer the sale contract or any order relating thereto. The Customer may not delegate its obligations under the contract without the prior written consent of ENAC, which may not be refused without good reasons.

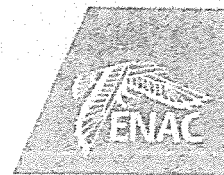
## 10 - Guarantees:

IN ACCORDANCE WITH THE LAW, ENAC PROVIDES TWO LEGAL GUARANTEES: COMPLIANCE AND RELATING TO HIDDEN DEFECTS IN THE PRODUCTS. ENAC SHALL REIMBURSE THE CUSTOMER OR EXCHANGE PRODUCTS WITH APPARENT DEFECTS OR THOSE NOT CORRESPONDING TO THE ORDER MADE. THESE GUARANTEES DO NOT APPLY TO THE PROVISION OF SERVICES.



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ENAC DOES NOT GRANT OTHER GUARANTEES TO THE CUSTOMER, EXPRESSLY OR IMPLIED, FOR PRODUCTS AND SERVICES, WITHIN THE LIMIT OF WHAT IS ALLOWED BY THE LAW AND IN PARTICULAR, ENAC DOES NOT GUARANTEE THAT THE PRODUCTS ARE MARKETABLE AND COMPLY WITH A PARTICULAR NEED.

#### **11 – Liability:**

SAVE FOR LEGAL EXCLUSION, THE FULL LIABILITY OF ENAC AND THAT OF ITS STAFF WITH REGARD TO ANY FAILING, NEGLIGENCE OR FAULT, IDENTIFIED ON THE OCCASION OF THE PERFORMANCE OF THE PROVISION OF SERVICES OR THE SUPPLY OF PRODUCTS, SHALL BE CAPPED AT THE AMOUNT PAID FOR THE SAID SALE OF THE PROVISION OF SERVICES OR THE PRODUCT IN QUESTION, IN ORDER TO COVER CLAIMS OF ANY KIND (INTEREST AND COSTS INCLUDED), REGARDLESS OF THE NUMBER OF PROCEEDINGS, BASES INVOKED OR PARTIES TO THE DISPUTES. IN ADDITION, ENAC SHALL NOT BE HELD LIABLE IN THE FOLLOWING CASES:

- AS A RESULT OF A FAILING OR A DEFICIENCY IN A PRODUCT OR A SERVICE WHOSE SUPPLY OR DELIVERY IS NOT ITS RESPONSIBILITY NOR THAT OF ANY SUBCONTRACTORS,

- FOR FACTS AND/OR INFORMATION THAT DO NOT FALL WITHIN THE SCOPE OF THE PROVISION OF SERVICES AND/OR WHICH ARE NOT THE EXTENSION OF THEM,

- IN THE CASE OF THE USE OF THE RESULTS OF THE SERVICES, FOR A PURPOSE OR IN A CONTEXT THAT IS DIFFERENT FROM THAT IN WHICH THEY WERE PROVIDED, THE ERRONEOUS IMPLEMENTATION OF RECOMMENDATIONS OR THE FAILURE TO TAKE INTO ACCOUNT ENAC'S RESERVATIONS.

NEITHER ENAC OR ITS INSURERS SHALL THEREFORE BE ANSWERABLE FOR CONSEQUENTIAL LOSSES IN PARTICULAR THE LOSS OF PROFITS OR THE LOSS OF OPPORTUNITY OR EXPECTED PROFITS, OR THE FINANCIAL CONSEQUENCES OF ANY PROCEEDINGS BROUGHT BY THIRD PARTIES AGAINST THE CUSTOMER.

#### **12 – Settlement of disputes:**

The applicable law between ENAC and the Customer under these General Terms and Conditions of Sale is French law. The Parties give exclusive jurisdiction to the French courts. The General Terms and Conditions of Sale shall be communicated to the competent French court in the French language and the French version shall be considered authentic. Notwithstanding the foregoing, ENAC reserves the right to bring proceedings against the Customer before the competent courts of the Customer's registered office or of the place of the loss suffered by ENAC.

### **SUPPLEMENTAL GENERAL TERMS AND CONDITIONS**

These Supplemental General Terms and Conditions of Sale (SGTC) specify or supplement the General Terms and Conditions of Sale of ENAC to take account of the specificity of certain Products or Services:

- Provision of Services,
- Software and Databases.

#### **SUPPLEMENTAL GENERAL TERMS AND CONDITIONS RELATING TO SERVICES**

These Supplemental General Terms and Conditions have as their object the provision of Services. Therefore, the establishment of specifications or an expression of needs is the sole responsibility of the Customer under its entire responsibility. Similarly, it is the Customer's responsibility to ensure that the services match its own needs, in particular on the basis of the indications provided in the documentation and/or the Offer which is communicated to it, of which it acknowledges having taken cognisance.

By express agreement between the Parties, ENAC is subject, under these terms and conditions, only to an obligation of means to the exclusion of any obligation of results. In no case, may ENAC be held liable for direct and/or indirect, material and/or consequential losses, related to late delivery, non-compliance with the needs of the Customer or due to a cause unrelated to ENAC's intervention.

ENAC's liability only relates to non-compliance with its obligations. Similarly, ENAC may not be held liable for a financial or commercial loss, or of any other kind caused within the context of the use of its services and for which its liability could not be involved.

Should ENAC be held liable following the failure to perform or improperly perform its obligations, total compensation could not, by express agreement, exceed an amount equal to the amount of the incriminated Service provision.

ENAC and its staff undertake to consider as confidential and part of the scope of application of professional secrecy to which they are bound, information of any kind relating in particular to the Customer's activities, organisation and staff.

Save for specific conditions provided for by Contract, when ENAC performs work involving a creative activity within the meaning of the Intellectual Property Code, the copyright or industrial property titles arising from this creation and in particular the right of reproduction remain acquired by ENAC and are transferred to the Customer only in return for a written agreement to this effect. The written agreement of the transfer of copyright, in particular the right of reproduction, must be express: it may not result, either from the fact that the creative activity was not provided for in the order, or the fact that it is the subject of special remuneration, or, finally, the fact that the ownership of the material medium of the copyright has been transferred to the Customer.

The use of the information provided by ENAC is strictly personal to the Customer or to the persons empowered by it, for their internal use but excluding companies of the same group. Except by a special exclusivity agreement, ENAC may once again use a creation produced by its services.

#### **SUPPLEMENTAL GENERAL TERMS AND CONDITIONS RELATING TO SOFTWARE AND DATABASES**

These Supplemental General Terms and Conditions have as their object the non-exclusive availability by ENAC to the benefit of the Customer for its own and personal needs, of Software or Databases, ENAC's exclusive property. The Software and the Database marketed by ENAC are referred to hereinafter as "Products". These General Terms and Conditions of Sale may be supplemented by the Licence Contract deemed to be Specific Conditions. The Specific Conditions set out in the Licence Contract shall take precedence over the General Terms and Conditions of Sale and the Supplemental General Conditions.

The Customer is only the owner of the physical medium of the Product and in no case the protected work that it contains; the latter remains ENAC's exclusive property. It is expressly agreed between ENAC and the Customer that the transfer of ownership of the Product is suspended until payment in full of the price.

Misappropriation of the Product shall be penalised by the legislative and regulatory provisions relating to copyright; the same penalty shall apply to any use of the said product made outside the limits of the authorisation granted by ENAC in accordance with the Licence Agreement signed by the Parties. ENAC may also, according to the rules of ordinary law, invoke the contractual liability of its Customers or initiate any proceedings for unfair or parasitic competition against the perpetrators of the breaches of the provisions in question.



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In this context, it is the Customer's duty to ensure, under its responsibility, the proper use of the Product. In particular, the Customer shall inform its employees and staff of these terms and conditions. It is the responsibility of the Customer alone, at its own expense and under its sole responsibility to provide the technical means, in particular Internet access (equipment, software, networks, etc.), and the necessary skills to access the Product and perform all permitted operations, without remedy against ENAC in the event of losses resulting from poor understanding or handling of it.

ENAC expressly reserves, without compensation, the right to modify at any time all or part of a Product or its update, and if relevant, its presentation or its medium, and to put an end to the update of a product or a service which no longer meets the objectives of the establishment or for any other reason. ENAC reserves the right to stop marketing Products that it offers. The Customer shall be notified by any means and shall continue to have access to its Products for the term of the Licence contract to which it has subscribed or shall have notice of at least one month before access to the Products is permanently discontinued. The Customer shall need to take, within this period, all provisions for backing up its data. Cessation of marketing of the Products by ENAC may not give rise to any compensation or redress of any kind by the vendor to the Customer.

ENAC grants to the Customer only and non-exclusively, an end-use right of the data contained in the Database/of execution of the Software, i.e. the right to use the said data to execute the Software for professional use within the following limits:

- The Customer may not disassemble the Software Products and/or the Database (save for legally allowed exceptions);
- It may not sell, distribute or commercially use the Software Products or any related elements and/or the Database;
- It may not make the Software Products or related items and/or the Database available on an Intranet, Extranet or Internet;
- It may not transfer, assign or grant sub-licences for the Software Products or any related elements and/or the Database;
- It may not make a private copy of the Product pursuant to Article L.122-5-2° of the Intellectual Property Code (save for a lawfully allowed backup copy).

• For a Software:

The Software is delivered in the form of object codes, either on a physical medium or via a download. The Customer shall install the Software under its sole responsibility, save where a provision of Service is ordered.

The ENAC guarantees, for a period of thirty (30) calendar days as of the delivery or download date, compliance of each Software with its documentation.

The guarantee of compliance of the Software is expressly limited to its compliance in relation to its documentation and cannot be extended to a guarantee of compliance with the specific needs of a Customer or a User, with consideration given to local standards, uses or regulations. It is therefore the Customer's responsibility or any third party assigned for this purpose by the Customer to ensure the appropriateness of the Software with its needs and its compliance with the standards, practices and regulations applicable in the territory where the Software is used.

The ENAC does not guarantee that the Software is free from all defects but undertakes exclusively to correct, with all reasonably possible diligence, anomalies in the Software observed in relation to its documentation.

The ENAC does not guarantee the ability of the Software to achieve objectives that the Customer may have set or to perform specific tasks which may have been behind its decision to obtain the Software.

All other guarantees are expressly excluded.

As of the conclusion of this Contract and as soon as possible, the ENAC shall set up the Software in collaboration with the Customer, with this phase ending

by making available the Customer's personal space. The ENAC communicates to the Customer's legal representative or to any person designated by it, an username and a password, hereinafter the Software Activation Key, to access the Customer's personal space and to use the Software. The Customer is the sole custodian and responsible for the Software Activation Key and it undertakes not to disclose it to any third party for whatever reason, and to keep it strictly confidential. The Customer undertakes to inform ENAC without delay and by registered letter with acknowledgement of receipt, as soon as it becomes aware of any risk of misuse or unauthorised use of its Activation Key. The Customer declares to ENAC those users who, under its sole responsibility, are alone entitled to access the Software, hereinafter the Users and to use the Activation Key. The number of Users is indicated on the Quotation and may be increased in return for an increase in the agreed price. The use of the Software Activation Key by the Customer, is deemed to be proof of use of the Software by the Customer, with this provision being deemed an agreement of proof within the meaning of proof by legal presumption contained in the Civil Code. Similarly, constant use of the Software is proof of compliance of the Software.

• For the Database:

In the event of the use of an electronic medium (CD-ROM, DVD-ROM...) the Licence is valid until delivery of the next update. However, the duration of this Licence may be extended on request to extend the duration of use of the most recent medium received by the Customer, on expiry of its subscription, at its own risk, in particular given that the content may be obsolete. The Customer shall refrain moreover from infringing in any way the rights of reproduction, representation and other rights held by ENAC, including by application of Articles L.342-1 and following of the Intellectual Property Code relating to databases. The Customer may not, under any circumstances, reproduce or represent in their entirety the data contained in the documentary collections. It shall also refrain from making any substantial reproduction, extraction or reuse, qualitatively or quantitatively, of the content of the Database, as well as the extraction or repeated and systematic re-use of qualitatively or quantitatively non-substantial parts of the content of the Database. Any other use not provided for by the Intellectual Property Code is subject to the prior written authorisation of ENAC.

The obligations stipulated herein are applicable for the entire duration of the intellectual property rights of ENAC and for any country, including after the termination of the Contract.