

TERMS OF USE

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Access to and use of Satair.com

The “satair.com” site accessible at <http://www.satair.com> (the “Site”) is owned and operated by Satair A/S a company organized and registered under the laws of Denmark under registration no. 78 41 97 17 with its principal office at Kay Fiskers Plads 11, 2300 Copenhagen S, Denmark (“Satair” or “we” or “us”).

To contact us, please send an e-mail at the following email address: info@satair.com or by phone +45 3247 0100.

These Terms of Use (“Terms”) define the legal framework governing access to and use of the Site.

By accessing or using, the Site, or by registering as a user on the Registered Site (as defined below), the company you represent (“User”) or you (collectively “you”) agree to comply and be bound automatically, by these Terms, including its Appendix A “Restricted Site Terms”, as well their amendments in force at the time of your access to the Site, and you agree that such acceptance shall have the same legal value as a written express acceptance. If you do not accept these Terms, please do not (and you are not permitted to) access or use the Site. Please read carefully these Terms, as well as our Privacy Policy (available [here](#)), before using the Site. You should read these Terms every time you use the Site. We recommend that you print a copy of these Terms for future reference.

These Terms do not alter nor modify any other agreement you might have with any company of Satair or any of its Affiliates. For the purpose of these Terms, “Affiliate” means any entity directly or indirectly controlled by Airbus Group S.E., a European public limited-liability company (*Societas Europaea*) registered in the Netherlands under the number 24 28 89 45, having its registered office in Mendelweg 30, 2333 CS Leiden, Netherlands.

1. Use of the Site

Subject to your full and perfect compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, free of charge and revocable right of access and use of the Site, and to benefit from some of the services offered through the Site. Any other rights are expressly excluded except otherwise provided in a specific written agreement.

Therefore, you shall not, and shall not authorize a third party to, without limitation, (i) modify, reproduce, represent, adapt and/or translate all or any part of the Site and/or related content; (ii) extract, all or any part of the Site and/or its content, or create any derivative work from all or part of the Site and/or its content; (iii) reverse engineer, decompile, disassemble or transform, in any way the object code of the Site into source code; (iv) distribute, sublicense, assign, share, sell, rent, lease or loan in any way the Site or the right to use the Site; (v) delete or modify any copyright, trademark or any other proprietary rights relating to the Site which we or our licensors own; or (v) use the Site for purposes other than those expressly authorized by these Terms.

In addition, it is strictly prohibited to (i) extract, by permanent or temporary transfer, or re-use all or part of the content of our Site to another medium, by any means and in any form; (ii) bypass or circumvent any measures employed to prevent or limit access to our Site; (iii) link to any portion of our Site for any purpose; and (v) use any device, software or routine that interferes or attempts to interfere with the normal operation of our Site or take any action that imposes an unreasonable load on our equipment.

We try to make the Site accessible seven (7) days a week and twenty-four (24) hours a day. We cannot warrant that the service will be continuous or without defect, but should the access to or the use of the Site be disturbed, then we will take all reasonable and proper steps to restore the access to or use of the Site.

We reserve the right to modify all or part of the Site, at any time without notification, including, without limitation, the right to delete, modify and/or vary any elements, features and functions of the Site, as well as the right to suspend, temporarily or permanently, access to all or part of the Site.

You recognize that you will be able to use the Site only if your device has an Internet connection. Traffic or access fees charged to you due to the use of the Site are subject to the general terms concluded with your Internet service provider or mobile network operator. You understand the risks associated with the use of the Internet, including, without any limitation, unavailability of the Site, non-confidentiality or loss of integrity of the data transmitted, potential virus attacks, etc.

Without prejudice to our rights and remedies, we reserve the right to temporarily or permanently suspend your access to the Site, at any time, without notice in the event you violate any provision herein.



In the event we consider that your use of the Site is unlawful and/or unauthorized, and/or violates these Terms, we reserve the right to undertake any procedure we deem necessary, including to terminate these Terms and to take any legal action.

2. Special Terms and Conditions

Access to and use of certain services to you may be subject to acceptance by any of Satair's specific terms and conditions.

3. Term and Termination

As long as you use the Site, these Terms shall be applicable between you and us.

We can terminate these Terms at any time and prevent you from accessing the Site.

In case of termination of these Terms, for any reason whatsoever, the rights granted to you hereunder shall be terminated and you will no longer be authorized to use the Site.

4. Proprietary Rights

The Site, its content, including, without limitation, their distinctive names, designations, logos and product and service marketing and all, trademarks, trade names, drawings, pictures, copyrights, patented information and databases and any other intellectual property rights in and to the Site are the property of Satair, the Affiliates, Satair's and/or the Affiliates' suppliers, co-contractors, partners or licensors. Satair's and the Affiliates' logos and product and service designations are protected trademarks of Satair or the Affiliates, respectively. Access to and use of the Site shall not be construed as assigning nor granting any license in respect of any kind of these proprietary rights. We reserve any rights related to the Site that are not expressly granted to users hereunder.

5. Access Requirements

You shall, at your own costs and under your sole responsibility and liability, procure, install and maintain the information technology equipment necessary to access the Site. You shall use all care and means available in the state of the art necessary to prevent intrusion of any third party and/or malicious codes into the Site.

You shall be responsible for obtaining and maintaining any relevant authorisations and/or accomplishing any and all relevant formalities necessary to have access to and benefit from the Site as well as for performing its own obligations under the Terms and/or any applicable laws and regulations.

6. Liability

Unauthorized use of this Site may give rise to a claim for damages and/or be a criminal offence.

You expressly agree that your use of the Site is at your sole risk. Satair, its officers, employees, contractors or content providers shall not be liable for any loss or damage arising from or otherwise in connection with your use of this Site or any information, services or content on this Site.

You will be responsible for any loss we suffer as a result of your violation of these Terms or any instructions given by Satair, including information given during the installation process of the Site or instructions related to all security requirements communicated by Satair to you. You agree to indemnify and hold harmless Satair and the Affiliates, and their respective affiliates, successors, assigns, employees, agents, directors, officers and shareholders, managers, licensors and insurers, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms or any breach by you of your representations and warranties hereunder.

To the extent permitted by applicable laws, the Site and its content are made accessible on an "as is" and "as available" basis. Satair gives no warranty nor represents, without limitation, that (i) the Site and its supporting elements will meet your requirements, (ii) the same will be uninterrupted, timely, or default and error free, (iii) the result that may be displayed through the Site will be accurate, up to date or reliable, (iv) the quality of any data, information or other material obtained will meet your expectations and that such data, information and other material will be default and error free, or that any errors will be corrected. We reserve the right to correct any errors or omissions on our Site. Although we intend to take reasonable steps to prevent the introduction of viruses, worms, "trojan horses" or other destructive materials to our Site, we do not guarantee or warrant that our Site or materials that may be downloaded from our Site do not contain such destructive features. We are not liable for any damages or harm attributable to such features. If you rely on our Site and any materials available through our Site, you do so solely at your own risks. You shall be responsible for backing up your own system, including any content downloaded through the Site.

Notwithstanding the preceding provisions, Satair agrees to support the defence of you against any claim alleging that the normal use by you of the Site infringes the intellectual property rights of any third party by answering your reasonable related information requests, provided you notify Satair in writing of any such claim within fifteen (15) days from the date it has knowledge of the latter.



Our Site may contain various combinations of text, images, audiovisual productions, opinions, statements, facts, articles or other information created by us or by third-parties. Due to the number of sources from which content on our Site is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such content. Accordingly, such content is for your reference only and should not be relied upon by you for any purpose. Information created by third parties that you may access on our Site or through links is not adopted or endorsed by us and remains the responsibility of such third parties.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Site (or any part thereof) with or without notice. You agree that Satair shall not be liable to you or any third party for any such modification, suspension or discontinuance of our Site. In addition, in the event you breach these Terms or engage in any activity that is harmful to us or our users, we reserve the right to terminate your access to our Site or take any other actions that we believe to be in our interest and of our users as a whole.

7. Links to Third-Party Websites

The Site may contain hyperlinks to websites operated by parties other than Satair. Such hyperlinks are provided for your reference only. We are not responsible for (i) the availability or the content of other services that may be linked to our Site, or (ii) the privacy or other practices of such websites.

Because we have no control over such services, you acknowledge and agree that we are not responsible for the availability of such external services, and that we do not endorse or approve and are not responsible or liable for any content, accuracy, quality, advertising, products, services or other materials on or available from such services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through such service.

We are not responsible for hypertext links from any and all third party web sites to the Site and forbid anybody to establish such a link without Satair prior written authorization.

8. Data Protection and Privacy

When you access and use the Site, we may collect, use and process, to the extent permitted by law, your personal data provided by you (such as your name, country code, phone number, primary working area, time zone and your email address) or generated as a result of your access and use of the Site. For more details on how your personal data is used, please consult our Privacy Policy (available [here](#)). By using the Site, you consent to the collection and processing of your personal data by us, in accordance with our Privacy Policy, and warrant that all data provided by you is up to date, comprehensive and that you will maintain the accuracy of this information by updating them when necessary.

You are amongst other things entitled to a right of access, modification and deletion as to your personal data. To this effect, please contact Satair by e-mail at the following address: dataprivacy@satair.com. Also, you have the right to withdraw your consent at any time.

We are committed to protecting your privacy and the confidentiality of your personal data. However, we are not able to control the use by third parties of any information concerning you that may appear on the Site.

9. Modification of these Terms

We may modify or adapt these Terms at any time, for the future. Your continued access and use of the Site after a modification or adaptation of these Terms will be deemed as your acceptance of any modified terms.

If you disagree with any modification or adaptation of these Terms, you must cease accessing and using the Site.

10. Governing Law and Disputes

These Terms are governed by and construed in accordance with the laws of Denmark, subject to any local applicable non derivable public policy rule.

In case of dispute, we encourage you to contact us on info@satair.com, in order to find an amicable solution. If no amicable solution can be reached, any dispute arising in connection with these Terms shall be subject to the jurisdiction of the courts of Denmark. We inform you that you can use a mediation procedure or any other alternative dispute resolution methods, prior to litigation.

11. Miscellaneous

These Terms form the entire agreement between you and us with respect to the subject matter hereof, and supersede the terms of any other communications or advertising with respect to the Site. These Terms shall coexist with, and shall not supersede, our Privacy Policy (available [here](#)) and Cookie Policy (available [here](#)).

If any provisions hereof are determined to be illegal, invalid or otherwise unenforceable, in whole or in part, by reason of the laws of any state or country in which these provisions are intended to be effective, then to the extent and within the jurisdiction in which such provisions are illegal, invalid or unenforceable, they shall be



severed and deleted from these Terms and the remaining provisions shall survive and continue to be binding and enforceable.

Failure by any party to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Nothing herein shall be construed as granting, directly or indirectly, any rights to any third parties, and third parties are not allowed to enforce any of the provisions herein against us.

Version 4.2

APPENDIX A – RESTRICTED SITE TERMS

Parts of the Site are accessible to registered users only (a “Restricted Site”). The Restricted Site includes two distinct areas: a marketplace for customers (the “Marketplace Restricted Site”) and a portal for original equipment manufacturers or “OEMs” (the “OEM Restricted Site”). When the term “Restricted Site” is used, it has to be read as including both the Marketplace Restricted Site and the OEM Restricted Site.

- As a marketplace provider, Satair provides access and makes available a marketplace for its customers. This enables third-party sellers, other than Satair or Satair branded entities (“Sellers”), to offer their products and/or services to customers, and to directly enter into sales transactions with them, including the Company you represent. Within the Restricted Site, Satair and any other Satair branded entities (as defined below) may also offer their own products and/or services and enter into sales transactions.
- The OEM portal provides OEMs with a dedicated area to collaborate and communicate with Satair as a distributor.

The terms set out in this Appendix A applies to the Restricted Site (“**Restricted Site Terms**”). These Restricted Site Terms shall apply in addition to the Terms, for the access to and use of the Restricted Site. All other terms in the Terms shall apply as if they were terms herein. In the event of any discrepancies between these Restricted Site Terms and the Terms, these Restricted Site Terms shall prevail. For the purposes of these Restricted Site Terms, Satair branded entities are Satair A/S, Satair USA, Inc., Satair (Beijing) Co Ltd, Satair (Chengdu) Co. Ltd, Satair Pte. Ltd and Satair UK Ltd.

1. Administrators and Restricted Users

With regards to the Marketplace Restricted Site, only employees of Sellers previously approved by Satair or Airbus S.A.S or Airbus Americas Inc. (Airbus) can obtain access to it. Companies which are customers and approved by Airbus (either sole customers to Airbus or customers to both Airbus and a Satair branded entity) will access the Marketplace Restricted Site through Airbus’ portals, namely AirbusWorld. Without prejudice to the foregoing, any terms and conditions of AirbusWorld shall not apply to the use of the Marketplace Restricted Site and any such terms shall only provide access to the Marketplace Restricted Site.

With regards to the OEM Restricted Site, only employees of OEMs previously approved by Satair can obtain access to it.

For the avoidance of doubt, any reference to User shall mean both OEMs and Sellers in the following section.

The User shall designate one or more administrators (“**Administrator**”), who has the right to authorize representatives of the User to access and use the Restricted Site (collectively “**Designated Users**”). All Designated Users are bound to the Terms and shall have the capacity to represent the User with respect to the execution and performance of any contractual document related to the access, use and operation of the Site.

The User shall be liable for all activities on the Restricted Site and for the enforcement of these Terms by the Designated Users. The User shall ensure, at the User’s own expense, that the Designated Users are qualified and properly trained for the purpose of the performance of these Terms.

To avoid breach with applicable competition law, no Designated User shall also have access to the Marketplace Restricted Site as a Seller. The User shall ensure that no commercially sensitive information collected from its employees or representatives when represented on the Marketplace Restricted Site as a Seller, is shared with the Designated Users.

Each Designated User shall be provided with a personal and confidential identification code, which formally identifies each Designated User accessing and using the Restricted Site (the “**Identification Code**”). The Identification Code will be provided, at Satair’s discretion, either by the Administrator, or by Satair. Notwithstanding the foregoing, if a Designated User belongs to a User which is a customer to Airbus, then no Identification Code will be provided, and access to the Restricted Site will instead be granted through AirbusWorld.

Each and every access, use and operation of the Restricted Site with an Identification Code shall be deemed to have been made by the corresponding Designated User.

You shall ensure that:

- (a) each Identification Code is used by the corresponding Designated User only and is personal to such Designated User;

- (b) each personal Identification Code shall not be communicated to any person other than the corresponding Designated User;
- (c) each Designated User accesses and uses the Site in accordance with the specific rights he/she has been granted under these Terms;
- (d) no third party can access the Identification Codes or the Restricted Site.

Should you become aware of any potential risk that Identification Code(s) could be or could have been disclosed to anyone other than the corresponding Designated User, then the Administrator(s) shall, without any delay, cancel the access to the Restricted Site in respect of such Identification Code(s) and notify Satair of such potential risk and of such cancellation of the Identification Code(s), notwithstanding Satair's rights to cancel such access.

We are entitled, without limitation for security purposes, to at any time modify or to have the Administrator to modify the Identification Codes. Any modification of such Identification Code(s) shall be notified by the modifying party to the Designated User.

The User or the Administrator(s) shall inform Satair, without any delay, of any modification in the professional situation of the Administrator(s) and/or Designated Users, including without limitation leave or resignation from the User. In such case, the Administrator(s) or the User shall without delay cancel the access to the Restricted Site for the corresponding Designated Users or Administrator(s), notwithstanding Satair's rights to cancel such access.

Should a Designated User not comply with any provision of the Terms and/or any applicable laws and regulations, or should we fear that your access may possibly result in a breach of these Terms, including but not limited to confidentiality and/or security provisions and/or result in an illegal situation, we shall be entitled, at any time, without prejudice to its other rights and without prior notice, to restrict or suspend your access to all or part of the Restricted Site.

2. Confidentiality

Unless otherwise agreed upon in the Terms or in a separate agreement between you and Satair, and unless the same information may be accessed in the freely accessible public area of the Site, all information made available through the Restricted Site (including without limitation information about pricing of products and/or services or other commercially sensitive information), shall be deemed confidential information ("**Confidential Information**").

You shall protect the Confidential Information with, at least, the same degree of care as you use to protect your own Confidential Information, but in no instance shall such standard be less than reasonable care. Confidential Information shall not be disclosed by you externally or internally to any person(s) where such disclosure may be deemed in violation of any competition laws, and shall not be used for any purpose other than to procure products and/or services on the Marketplace Restricted Site or to ensure the proper execution and performance of contractual obligations between Satair and the User on the OEM Restricted Site, including without limitation not using the information on the Restricted Site for the User's or any third Party's internal needs.

Upon the written request of the disclosing party, the receiving party shall cease using and arrange for the destruction of all copies of any Confidential Information in its possession or under its control. The receiving party agrees to dispose of the Confidential Information in such a manner that the information cannot be read or reconstructed after destruction. Upon the written request of the disclosing party, the receiving party shall certify in writing that it has complied with the obligations set forth in this paragraph.

In the event the User, acting as an OEM and bound by this obligation of confidentiality changes position and becomes a Seller via the Marketplace Restricted Site or conversely, they are strictly prohibited from sharing or utilizing the Confidential Information in a competitively sensitive manner.

The obligations to maintain confidentiality shall survive your end use of the Site for a period of five (5) years from your end use.

In the event disclosure of such Confidential Information is required pursuant to any mandatory governmental, regulatory or legal requirement imposed upon the User, the User shall, if permitted under applicable law, regulation and such governmental, regulatory or legal requirement, give Satair prompt notice of any request for such disclosure, in due time, so that you may seek an appropriate protective order.

3. Choice of Seller and Special Terms and Conditions

On the Marketplace Restricted Site, you, as a Designated User of the User can procure products and/or services or negotiate sales transactions from different Sellers as well as any Satair branded entity and Airbus.



It is your sole responsibility for evaluating any Seller on the Marketplace Restricted Site and ensuring that any sales transactions with a specific Seller complies with any applicable laws and regulations or internal policies or guidelines of the User.

Each Seller is solely responsible for fulfilling the sales transactions with the User and for the offers of products and/or services made available via the Marketplace Restricted Site and the performance of the sales transactions entered into with the User. We make no representations or warranties to the User of any kind, express or implied, as to the performance of the Sellers including without limitation the information, content materials or products and/or services included in a Seller's offer.

Satair shall have no liability for any interactions between the User and a Seller on the Marketplace Restricted Site. Satair shall have no liability including without limitation for the acts, omissions, errors, representations, warranties, breaches or negligence of a Seller, or for any personal injuries, death, property damage, or other warranties, damages or expenses resulting from your interactions therein.

Each relevant Seller's terms and conditions (made available on the Marketplace Restricted Site or as otherwise agreed between the User and the Seller) shall apply to any quotations, purchases, sales transactions or other transactions made via the Marketplace Restricted Site, and Satair's General Terms and Conditions (available [here](#)) shall apply to any quotations, purchases, sales transactions or other transactions made via the Marketplace Restricted Site with a Satair branded entity as a seller (or as otherwise agreed between the User and the relevant Satair branded entity).

4. Transactional data

You acknowledge that Satair has or may have access to information about transactions on the Marketplace Restricted Site, including the identity of the parties, description of the products and/or services, the terms of the sales transaction to the extent available to Satair and any other information which the parties may exchange while using the Marketplace Restricted Site and which Satair processes and has access to as part of the provision of its services ("**Transactional Information**"). Satair commits to keep such information strictly confidential toward third parties and to the extent the Transactional Information includes personal data, to process such personal data according to the Privacy Policy. Notwithstanding the foregoing, Transactional Information can be shared by Satair with any person or entity directly or indirectly controlling or controlled by or under common control with Satair or Satair's ultimate parent company,

User hereby grants to Satair a non-exclusive, worldwide, royalty-free, limited license to use, analyze, aggregate, process, duplicate, transfer, and modify Transactional Information or, combine such data with other data and develop derivative works with such Transactional Data for the purpose of providing a marketplace platform services, access to the Site and for the development of solutions, services and/or activities related to Satair's business, including, without limitation, analytics, benchmarks, purposes aiming at improving the reliability, maintenance, operational availability, support activities, logistics, the performing of root cause analysis, the design and provision of products, services, service bulletins and technical assistance.

User further grants Satair to report on Transactional Information and other data and metrics related to the use of the Restricted Site by You in an aggregate and anonymous manner provided such use does not result in disclosure of Your or the User's confidential information.

5. Ordering

You as a User or Designated User make the offer to buy the product and/or service from a Seller by submitting an order on the Marketplace Restricted Site. Until the offer is accepted by the Seller, you shall be allowed to withdraw or correct the offer for the purchase of the product(s).

The Seller may send an acknowledgement of receipt of the offer from the User prior to confirming and accepting the order of the product(s) and/or services.

If the Seller does not accept the order within seven (7) days from the day the order was submitted, the order will automatically be cancelled.

6. Delivery and acceptance

The nominated carrier for the delivery of the product(s) to the User will be selected by you during the checkout.

It is your sole responsibility to inspect the products for conformity upon receiving the products from a Seller. We make no representations or warranties to the User of any kind, express or implied, as to the fitness for purpose, conformity, quality, free of defects or similar of the products from a Seller.

7. Export control

The User undertakes at all times to conduct its business on the Restricted Site in compliance with applicable laws and regulations (i) imposing economic, trade and other restrictive measures that are issued and enforced by a Sanctions Authority, and (ii) relating to the export, re-export and transfer of any hardware, technology, software or



services in each case issued and enforced by a Sanctions Authority and acknowledges it is the responsibility of the User to identify any products, technical data or technology provided under the sales transaction with Sellers that is subject to Sanctions and Export Control Laws.

Furthermore, the User shall not export, re-export or otherwise transfer information/data of the Seller to any third party including its own non-national employees, without first obtaining all required United States, European Union and/or national authorizations or licenses.

8. Certificates

There may be certificates displayed on the Marketplace Restricted Site, which belong to a product of a Seller. These certificates are provided for reference only to enter into a sales transaction for said product and may not be used for any other purpose outside or inside the Marketplace Restricted Site. As such, you are not allowed to share, distribute, disclose or misuse the certificates in any form or manner, unless otherwise agreed between the User and the Seller.

9. Notifications

You are in the Restricted Site given the option to choose which notifications to have enabled in order to be contacted about your use of Restricted Site, including without limitation notifications on any orders made or messages received/sent on the Restricted Site. You acknowledge that any notification requirements in relation to any quotations, purchases sales transactions or other transactions made on the Marketplace Restricted Site with a Seller are governed by such Seller's terms and conditions, including any notifications for any amendment of the Seller's terms and condition available on the Marketplace Restricted Site.

10. Suspicious Activity

If you see any activity on the Restricted Site, which may violate any of the provisions of the Terms, including but not limited to concerns of confidentiality and/or security provisions and/or result in an illegal situation, please contact us immediately using the contact details below.

11. Contact Details

We have a designed marketplace team to support you with your activities on the Marketplace Restricted Site where products and/or services are offered by a Seller.

If you need any support, have any questions in relation hereto or need to report any suspicious activity, please contact us via marketplace@satair.com.

If you need any support, have any questions in relation to the OEM Restricted Site hereto or need to report any suspicious activity, please contact your dedicated Product Manager at Satair.

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