 Pôle de Buconis 32600 L'ISLE-JOURDAIN – France Phone : 33 (0) 562 07 51 60 Fax : 33 (0) 562 07 51 61	ACCESS AND USE OF THE CUSTOMER PORTAL	Ref.: DET-07-0061
	GENERAL TERMS AND CONDITIONS (GTC)	Date: 06/02/2007 Issue: A

These General Terms and Conditions (“GTC”) govern the access and the use of the EQUIP’AERO TECHNIQUE (“EAT”) Customer Internet Portal. They are also available on the Portal. EAT may update these terms and conditions from time to time and the version on the Portal at any time shall govern. They override any other terms and conditions of the User of the Portal.

1) Purpose

The purpose of these General Terms and Conditions is to define the general legal and technical conditions pursuant to which an EAT Customer shall use the secured area of the EAT Customer Portal. Through the Portal, EAT provides a web-based online free service and data base to allow Customer to have an access to the available stock and documentation.

2) Terms of Access

These GTC shall not replace, supersede or alter in any way the terms and conditions of any existing contract between EAT and the Customer and the terms and conditions of such contract shall prevail.

Once these GTC accepted, the Customer shall fill in the hereafter annex in order to appoint its Administrator (“**Customer’s Administrator**”). The Customer’s Administrator is in charge of making the interface between EAT and the Customer for User profile creation request. The Customer shall appoint a substitute to stand in for the Administrator in case of vacation.

An Authorized User is a customer’s employee who is authorized by the Customer’s Administrator to have access to and use the Portal. The request for new access is performed by using the Customer Account Registration Form (DET-07-0062) and the signature of this form attests that the Authorized User accepts these GTC.

A unique password and user identification is issued by the EAT Administrator. The Customer’s Administrator and the Authorized Users agree not to disclose their password to anyone.

The Customer is solely responsible for obtaining, at its own cost and expense, the requisite hardware, software and telecommunications services, necessary to access the Portal. Technical requirements for such access to the Portal and use are available in the User Guide (DET-07-0063). The User Guide is provided by EAT to the Customer’s Administrator, and is available on the portal.

EAT shall make its best efforts to remedy technical inaccuracies or typographical errors or virus in EAT contents. Changes on contents may be made periodically and at any time by EAT. EAT will make reasonable efforts to inform the Customer’s Administrator of any such material changes.

EAT reserves the right to suspend or interrupt, without notice, a Customer’s Administrator or Authorized User’s access to all or any part of the Portal if such Customer’s Administrator or Authorized User is engaged in activities prohibited by applicable laws or by the GTC.

3) Copyright and proprietary rights

EAT shall remain the sole and exclusive owner of all intellectual and industrial property rights contained within and/or used through the Portal, including but not limited to patents, copyrights, designs, trademarks, know-how related to the Portal as well as EAT Content. Except as expressly agreed between EAT and the Customer, all intellectual and/or industrial property rights related to the EAT Content shall remain its property.


4) Guarantees

The Customer shall use EAT Customer Portal at his own risk. EAT may thus not be held responsible for any direct or indirect damage that the Customer may suffer due to or on the occasion of access to and use of EAT Customers Portal and of its environment, including sites subject to a hypertext link

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		Issue: A

from the latter. EAT Customers Portal and its Content shall be accessible as is, EAT not being required to update it.

However, EAT reserves the right to modify it, in whole or part, at all times and without prior notice. Modifications applied shall subsequently be considered to have been accepted by the Customer on access to and use of EAT Customer Portal. The Customer recognises EAT's right to choose and/or modify the country and/or infrastructure where EAT Customer Portal shall be hosted at its convenience.

5) Force Majeure

Neither party shall be in default or otherwise liable for any delay in or any failure of its performance under these GTC where such delay or failure arises by reason of any unforeseeable and irresistible external event such as but not limited to acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, general strike, major software failure, due to software editor or vendor, damage to EAT servers.

6) Confidentiality

All the information made available by the Customer and EAT to each other through the EAT Customers Portal shall be deemed confidential information and shall not be disclosed by the receiving party to any third and shall not be used for any purpose other than those agreed upon by the Customer and EAT, even for the receiving party's internal needs.

7) Duration/Termination

The current GTC, shall enter into force at the date of their signature. EAT shall have the right without prejudice to any of its other rights and without prior notice, to terminate the GTC or suspend or interrupt the Customer access to the Portal in the event of the customer being in breach of any of its obligations under these GTC.

8) Applicable law – Jurisdiction


The applicable law to these GTC is French Law.

In case of dispute, after attempting to seek an amicable settlement, any dispute shall be referred to the exclusive competence of the Court of Auch (FRANCE), even in event of plurality of defendants.

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	GENERAL TERMS AND CONDITIONS (GTC) ANNEX	Date: 06/02/2007
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Made in l'Isle-Jourdain, on _____, in two originals.

The two originals document duly signed have to be returned by mail to the following address:

EQUIP'AERO TECHNIQUE
CUSTOMER SUPPORT MANAGER
PÔLE DE BUCONIS
32600 L'ISLE JOURDAIN
FRANCE
Tel.: 33 562 075 160
Fax: 33 562 075 161
E-mail: support.eat@equipaero.com

A login and password will be transmitted by E-mail to the Customer's Administrator and the User.

COMPANY INFORMATION	
Company name:	.....
Address (main office):	..... ..... .....
Telephone:	.....
Fax:	.....
E-mail:	.....
SIRET for French company:	.....
CUSTOMER ADMINISTRATOR CONTACT	
Name:	.....
Forename:	.....
Title:	.....
Department:	.....
Office address:	..... ..... .....
Telephone:	.....
Fax:	.....
E-mail:	.....
CUSTOMER ADMINISTRATOR SUBSTITUTE CONTACT	
Name:	.....
Forename:	.....
Title:	.....
Department:	.....
Office address:	..... ..... .....
Telephone:	.....
Fax:	.....
E-mail:	.....

I hereby accept the general terms and conditions above described concerning the access and use of the Equip'Aero Technique's Customer Portal.

Customer Representative Name: Date : Signature :	Customer Administrator Name: Date : Signature :
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