

## SES General Terms & Conditions for the Purchase of Goods and Services

### Definitions

**“Affiliate”** means any company (i) controlling; (ii) controlled by; or (iii) under common control with SES S.A. or Supplier, as the case may be. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to a person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise, or select a majority of the Board of Directors of such person or entity.

**“Business Day”** means a day on which SES is ordinarily open for business in the jurisdiction of the SES entity issuing the Purchase Order.

**“Deliverables”** means Goods and/or Services.

**“Delivery”** or **“Delivered”** means an act of delivering or distributing the Goods to the Place of Delivery by the Delivery Means.

**“Delivery Date”** means the date for delivery specified in the Purchase Order or, if not specified, the last day of the applicable lead time period.

**“Delivery Means”** means the way of delivering the Goods as specified in the Purchase Order.

**“Due Date”** means the date of complete fulfillment of the Services as specified in the Purchase Order.

**“Goods”** means the goods specified in the Purchase Order, or, if not specified, means any Goods that may be supplied in the course of performing any Services.

**“Place of Delivery”** means the unloading point specified in the Purchase Order.

**“Purchase Agreement”** jointly means these Terms and Conditions and the Purchase Order.

**“Purchase Order”** means the order document issued by an SES company, including all references and attachments thereto.

**“Purchase Price”** means the amount specified in or calculated in accordance with the Purchase Order.

**“Service(s)”** means the service(s) specified or referred to in the Purchase Order.

**“Services Location”** means the location specified in the Purchase Agreement where Supplier shall perform the Services.

**“SES”** means SES S.A. and/or any of SES’s Affiliates issuing a Purchase Order or otherwise contracting with Supplier in respect of the Goods and/or Services.

**“Supplier”** means the supplier of the Goods and/or provider of the Services.

**“Terms and Conditions”** means these SES General Terms & Conditions for the Purchase of Goods and Services.

**“Warranties”** means the warranties provided by Supplier to SES under these Terms and Conditions together with any warranties imposed by law.

### 1. Introduction

- 1.1 These General Terms and Conditions, together with any issued Purchase Order, shall jointly govern the purchase of the Deliverables.
- 1.2 SES reserves the right to modify these Terms and Conditions from time to time. All of these Terms and Conditions shall apply to the supply of both the Goods and the Services except where the application to one or the other is specified.

### 2. Agreement and Acceptance

- 2.1. Supplier agrees to sell and SES agrees to purchase the Deliverables as set out in the Purchase Agreement.
- 2.2. Upon Supplier’s acceptance of the Purchase Order, these Terms and Conditions are deemed read, understood and unconditionally accepted.
- 2.3. Supplier’s agreement to provide the Deliverables or commencement of such performance constitutes Supplier’s acceptance of the Purchase Agreement.
- 2.4. Any additional, inconsistent or conflicting terms and conditions that the Supplier seeks to impose including any attached to the Supplier’s purchase order, quotation, confirmation, invoice or other written correspondence are not applicable to the Purchase Agreement.

### 3. Provision of Deliverables

- 3.1. Supplier will provide the Deliverables as specified in the Purchase Order.
- 3.2. Supplier shall promptly inform SES of any delay(s) in the procurement of the Deliverables. Except in the event of delays which are due to causes beyond Supplier’s control and without Supplier’s fault or negligence (direct and indirect at every subcontract level), SES may by written notice to Supplier terminate the entire or any part of a Purchase Order, if Supplier fails to deliver or perform within the time specified in the Purchase Order or any extension thereof.

### 4. Delivery Acceptance, Passing of Risk of Goods

- 4.1. Supplier must deliver the Goods to the Place of Delivery by the Delivery Means on the Delivery Date (or earlier with SES’s prior written consent).
- 4.2. Each Delivery must be accompanied by transport documents marked with the Purchase Order number, a product description and the quantity of Goods.
- 4.3. Title to and risk in respect of the Goods will pass from Supplier to SES upon Delivery of the Goods.

4.4. SES may reject the Goods if it (acting reasonably) considers any of the Warranties to be untrue and/or to have been breached or if the Goods do not otherwise comply with the terms agreed to in the Purchase Agreement. This applies whether or not title has passed and SES is entitled to return them to the Supplier at the Supplier's own risk and expense. SES is deemed to have accepted the Goods if it has not rejected the Goods within thirty (30) calendar days from the date of receipt at the Place of Delivery or from any other date agreed between SES and Supplier, for example Final Acceptance Test.

**5. Performance of Services**

5.1. Supplier must perform the Services in accordance with the Purchase Agreement and comply with the Due Date.

**6. Purchase Price and Invoicing**

6.1. The Purchase Price includes, unless otherwise stated in the Purchase Order:

**a)** Regarding Goods: All freight costs up to the Place of Delivery, transit insurance and all other charges payable in connection with the sale of the Goods (DDP, Incoterms 2010);

**b)** Regarding Services: All costs and expenses associated with the provision of the Service and all taxes or duties imposed or payable under the laws of any relevant jurisdiction.

6.2. In the event that the Purchase Price falls due for payment on a day that is not a Business Day, payment will be made on the next Business Day.

6.3. Invoices shall be sent directly to SES's Accounting Department as indicated in the Purchase Order or otherwise specified by SES.

6.4. Unless otherwise provided in the Purchase Order, Supplier shall issue the invoice within twenty (20) days after the Goods were delivered and/or Services were performed.

6.5. Unless otherwise agreed, the payment terms shall be sixty (60) days counting from the first day of the month following the date of receipt of invoice.

6.6. Invoices shall reference the Purchase Order number and SES's purchasing entity as referenced in the Purchase Order.

6.7. The invoicing plan and format shall match the line items on the Purchase Order.

6.8. Any invoice that does not meet the above requirements shall be considered as null and void, and upon which Supplier shall not be entitled to any payment. SES shall be entitled to request a new invoice to be issued.

6.9. SES shall only pay Supplier by bank transfer to a bank account in its name in the country where:  
the Supplier is incorporated;  
the Supplier's headquarters are located;  
the Supplier resides; or  
the sales support services are provided.

**7. Supplier's Obligations - General**

7.1. Supplier must (and must ensure that its employees, agents and contractors must) in relation to the provision of the Services and the supply of the Goods, at Supplier's cost:

**a.)** Provide SES with all reasonably requested information, including export commodity classification (e.g., ECCN) and export license/authorization information;

**b.)** Comply with all applicable SES health and safety requirements, if work is being performed at SES's site;

**c.)** Comply with any applicable legislation and regulations about the posting of workers (notably when posting workers in the territory of EU countries) and apply for the necessary authorizations in due course;

**d.)** Comply with SES's Supplier Code of Conduct, available at [www.ses.com/corporate-documents](http://www.ses.com/corporate-documents);

**e.)** Comply with all applicable anti-bribery and anti-corruption laws and regulations;

**f)** Comply with all applicable laws, export control laws and regulations (notably, if applicable, the U.S. Export Administration Regulations and the International Traffic in Arms Regulations), import/export regulations and other governmental requirements;

For goods or services supplied which contain material which is subject to United States Export Administration Regulations (EAR), the Supplier shall include the relevant Export Control Classification Numbers (ECCNs) on accompanying documentation. For goods or services supplied which contain material subject to US ITAR control, the Supplier shall ensure that a statement to this effect is recorded on the advice note/Certificate of Conformance/dispatch documentation. The Supplier must also ensure that this statement is supported by a copy of the relevant US Export licensing documentation an example of which might be a DSP-5 or its reference number recorded on the accompanying documentation; To assist SES compliance obligations, suppliers shall complete the export control/customs information form ("Supplier Questionnaire") which can be downloaded from the SES VMS Portal.

**g.)** Comply with all reasonable directions and requirements of SES;

**h.)** Take reasonable care to protect against damage or loss to all property at Services Location or SES premises and comply with SES's reasonable requirements;

**i.)** Maintain and make available to SES sufficient records to enable SES to verify all invoices;

**j.)** Ensure that the Warranties are and remain true and correct at all times; and

**k.)** If access is granted to SES's IT systems, Comply with SES's Information Security Policy.

7.2. Supplier is responsible for all acts and omissions of Supplier's employees, agents and contractors acting in relation to the Deliverables.

7.3. The Supplier undertakes to notify SES in writing without delay of any change in circumstances which may delay the Deliverables.

**8. Supplier's Obligations - Goods**

8.1. Supplier must:

**a.)** Properly carry out all testing and quality assurance procedures and provide to SES all test certificates required by the Purchase Agreement or as otherwise reasonably requested by SES;

**b.)** Properly pack and protect the Goods to prevent damage during transit and upon Delivery;

c.) Ensure that all packaging and protective coatings are safe and will not in any way affect the condition of the Goods;

d.) Ensure that all packaging, labelling and transport of the Goods comply with all laws of any relevant jurisdiction and/or other recognized standards;

e.) Ensure that the Goods (and each sub-package of the Goods) are clearly addressed to the Place of Delivery and that each sub-package is marked with the product description, quantity of the Goods contained in it, and applicable Purchase Order number;

f.) Ensure that documentation deliverables (including documentation in an electronic format) are in a standard acceptable format for the Deliverables and in a form which can be easily interpreted and reviewed;

g.) Enclose one copy of the packaging list within each package of the Goods.

## 9. Supplier's Obligations - Services

9.1. Supplier must perform the Services:

a.) At the agreed Service Location and within the timeframe agreed to in the Purchase Agreement;

b.) In a competent, proper and workmanlike manner and in accordance with best industry practice;

c.) Exercising a reasonable standard of skill, diligence, knowledge, judgment and care;

d.) So as to minimize delays in the performance of the Services;

e.) In accordance with the Purchase Order requirements, including all personnel, goods, materials and authorizations;

f.) Ensuring that its personnel are suitably qualified, competent, and fully comply with SES's Code of Conduct;

g.) Ensuring that all equipment used by Supplier in performing the Services is maintained in a reasonable condition, is properly calibrated and complies with and is used in accordance with all relevant laws, regulations and other governmental requirements;

9.2. Supplier agrees to notify SES on completion of the Services.

## 10. Warranties and Remedies

10.1. Supplier warrants that:

a.) Supplier is the legal and beneficial owner of the Goods and has the right to sell the Goods to SES free from any mortgages, charges, encumbrances, liens and other third party rights and claims;

b.) Delivery of the Goods and performance of the Services complies with all applicable laws, regulations and other governmental requirements, including export requirements;

c.) Goods are new, free from defects, of merchantable quality and fit for the purposes for which the Goods would originally be used and any other purposes notified by SES to Supplier;

d.) Goods conform to any specifications agreed to by SES and the Services comply with SES's specified requirements;

e.) Services are fit for the purposes for which they would ordinarily be required and any other purposes notified by

SES to Supplier and will achieve all results agreed to in the Purchase Agreement;

f.) If Supplier is not the manufacturer, the Goods conform with the manufacturer's specifications;

g.) All information about the Deliverables given to SES by or on behalf of Supplier is true and correct in all material respects and is not misleading in any respect; and

h.) Warranties shall apply for a period of two (2) years from the Delivery Date, or from the Due Date, unless specified otherwise in the Purchase Order.

10.2. Subject to the provisions of this Section 10, Supplier warrants for a period of two (2) years from the actual Delivery Date or from the date of completion of the Services that it shall promptly (i) repair, replace or provide reasonable substitutes for the Goods having defects, or (ii) re-perform Services to the extent that they were provided otherwise than with reasonable skill and care, in each case subject to the request for the same being logged with Supplier's contact person promptly and during the warranty period stated above.

10.3. Repairs and replacements shall be carried out in accordance with the reasonable procedures advised to SES by Supplier. SES shall be entitled to return the defective Goods or parts thereof (where asked to do so by Supplier) to Supplier or as Supplier otherwise directs in the original or appropriate alternative packaging, accompanied with the appropriate return authorization form and at SES's cost, to enable Supplier to make full examination of the alleged defective material, workmanship or design. Shipping charges for return to SES shall be borne by Supplier unless otherwise agreed between the parties. Any Goods replaced shall become the property of Supplier.

10.4. Any attempt by Supplier to limit, disclaim or restrict any such warranties or any remedies of SES, by acknowledgement or otherwise, in accepting or performing a Purchase Order, shall be null, void and ineffective without SES's written consent.

10.5. SES may require Supplier, during the term of the Purchase Agreement, to provide a first demand guarantee from a reputable bank or a parent company guarantee. The secured amount or obligation shall be determined by SES in its reasonable discretion. These factors may include, but are not limited to, payment history, number of years in business, history of service with SES, bankruptcy history, current account treatment status, financial statement analysis and commercial credit bureau rating.

## 11. Insurance

11.1. Without limiting Supplier's liability under the Purchase Agreement, Supplier must obtain and maintain from solvent and reputable insurers, the following insurance policies:

a.) Public and products liability insurance for any loss or occurrence (from the date of the Purchase Order until the time when Supplier has complied with all of its obligations under the Purchase Order);

b.) If Services are being provided, professional liability insurance (from the date of the Purchase Order the

Supplier has complied with all of its obligations under the Purchase Agreement); and

c.) Where Goods are to be delivered to the Place of Delivery, third party motor vehicle insurance (from the date of the Purchase Order until the Supplier has complied with all of its obligations under the Purchase Agreement).

- 11.2. Upon SES's request, Supplier shall provide written evidence that any such insurance is in place.

## 12. Intellectual Property

- 12.1. If Supplier is manufacturing or procuring the manufacture of Goods following SES's specifications or special requirements (and are not goods of the type ordinarily manufactured by Supplier or Supplier's subcontractor), then SES will be entitled to own all intellectual property rights of any kind that arise as a result of, or in the course of, the design or manufacture of the Goods.
- 12.2. If the Services are required to be performed in accordance with SES's specifications or special requirements then SES will be entitled to all intellectual property rights of any kind that arise as a result of, or in the course of the performance of, the Services.
- 12.3. Supplier warrants that the supply of Goods and/or Services to SES, the usage of the Goods by SES and/or any resale of the Goods by SES will not infringe the intellectual property rights of any person and SES will not have to pay any license, royalty fee or other amount to any person in connection with the Deliverables.

## 13. Cancellation and Suspension

- 13.1. SES reserves the right to cancel any Purchase Order by written notice to Supplier if Supplier breaches any material provision of the Purchase Agreement and Supplier fails to remedy the breach within fourteen (14) days after receiving a notice from SES requiring it to do so. If the material breach by Supplier is not capable of remedy, SES may upon notice in writing terminate the Purchase Agreement with immediate effect.
- 13.2. In addition to its rights under Clause 13.1, SES may at its sole discretion:
- a) In relation to the Goods, at any time up to fourteen (14) days prior to the Delivery Date cancel all or any part of a Purchase Order by notice in writing to Supplier; and
  - b) In relation to the Services, cancel all or any part of the Purchase Order or suspend the performance of the Services (or any part of them) for up to six (6) months by notice in writing to Supplier;
- Upon such cancellation or suspension, SES shall have no obligations except for those set in Clauses 13.3 and 13.4.
- 13.3. In case of cancellation of a Purchase Agreement for Goods:
- a.) If the Goods are goods ordinarily supplied by Supplier, SES will be under no obligation whatsoever to pay any charges or fees to Supplier;
  - b.) If the Goods have been manufactured or fabricated according to SES's specifications or special requirements (and are not Goods ordinarily supplied by

Supplier) then upon receipt of the notice of cancellation under Clause 13.2 Supplier must:

**b.i.)** Immediately cease manufacture or fabrication of the Goods (unless otherwise instructed by written notice of cancellation) and;

**b.ii.)** Do everything possible to mitigate any cost incurred by Supplier upon such cancellation.

- 13.4. In case of cancellation of an Order for Services, SES will pay Supplier a fair and reasonable amount calculated by SES for the Services performed up to receipt of the notice of cancellation taking into account the actual direct costs reasonably incurred by Supplier to that time and reasonable demobilization (if any) costs. Supplier must provide documentation supporting any claim related to the costs incurred;
- 13.5. Any final invoice for costs incurred must be received within thirty (30) days of said cancellation.
- 13.6. For the avoidance of doubt, SES's sole liability in relation to a cancellation or suspension of any Purchase Agreement under this Section 13 is limited to the liability described in Clauses 13.3 and 13.4 and SES shall not be liable to Supplier for any indirect or consequential costs or damages (including loss of profits or opportunity costs).

## 14. Force Majeure

In the event that one Party is being prevented from performing its obligations by an Event of Force Majeure, it shall not be deemed to be in breach of these obligations for the duration of the event of Force Majeure. The affected Party shall notify the other Party of such occurrence and the associated consequences. The respective obligations of the other Party shall be suspended for as long as the event of Force Majeure prevents the affected Party from performing its obligations and the deadlines affected by the event of Force Majeure will be extended accordingly.

## 15. Confidentiality

- 15.1. The Supplier shall not, in any way and without written authorisation from SES, state, publish or disclose in any way whatsoever the fact that the seller has concluded a contract for the purpose of providing the goods or services indicated, or any other information relating to a Purchase Agreement. The Supplier shall keep this information confidential.
- 15.2. Nothing herein shall be deemed to replace or prejudice any governmental security classification reference. Any confidential information disclosed hereunder that is subject of a governmental security classification shall be identified as such by the Supplier at the time of disclosure. Disclosure, protection and use of any confidential information shall, in addition to the terms of this Purchase Agreement, be subject to any specific security procedures specified by the relevant authorities. The Supplier undertakes to respect and observe any such classification and to treat the same with such degree of care and security as is required by the relevant governmental authority in the country of the relevant SES Affiliate. This obligation shall continue for the

duration of this Purchase Agreement and thereafter until such time as the said authority shall deem appropriate

**16. Miscellaneous**

- 16.1. The Purchase Agreement constitutes the entire agreement between the parties regarding the supply of Goods and/or Services. Any other terms and conditions referred to in correspondence or elsewhere and any other conditions or stipulations to the contrary are hereby excluded, unless otherwise agreed to in writing.
- 16.2. In case of inconsistencies between documents, the following order of precedence shall apply:
  - a.) Purchase Order and any mutually approved change orders;
  - b) Any MSA (Master Services Agreement), MPA (Master Purchase Agreement), FA (Framework Agreement) or any other agreement in force between the Supplier and SES and which is applicable to the envisaged purchase of the selected Goods or Services;
  - c.) Statement of Work (if applicable);
  - d) These Terms and Conditions.
- 16.3. The Supplier may not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Purchase Agreement without the prior written consent of SES.
- 16.4. Nothing in the Purchase Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.5. The Purchase Agreement and any contract incorporating it shall be governed by and construed in all respects in accordance with the laws of jurisdiction of SES's entity issuing the Purchase Order.
- 16.6. The parties irrevocably submit to the exclusive jurisdiction of the courts of the place of the registered office of SES's entity issuing the Purchase Order.
- 16.7. SES shall be promptly notified if any person or entity is appointed by Supplier to perform any of Supplier's obligations under the Purchase Order, whether by sub-contract or otherwise. Supplier shall remain liable to SES for all the acts and omissions of each such person or entity.
- 16.8. Once registered in SES's vendor management system (VMS), Supplier shall use VMS for all business with the SES group at all times. Supplier shall ensure at all times that only its authorized individuals who are validly empowered can access SES's VMS and use its functionalities. It is the sole responsibility of the Supplier to ensure that there is no unauthorized access to the VMS.

**These Terms and Conditions are effective as of August 1, 2017.**