

General Terms and Conditions

for Purchase of Goods

and/or Services

FRAMATOME

2018

General Terms and Conditions for Purchase of Goods and/or Services including Intellectual Services

These General Terms and Conditions of Purchase set out the terms and conditions under which Framatome and/or its Affiliates entrusts its suppliers, who so accept, to supply goods and/or the performance of services.

1. DEFINITIONS

In these general terms and conditions of purchase, the following terms beginning with a capital letter, whether in the singular or in the plural, have the meaning given to them below, unless it is specifically stated otherwise in these general terms and conditions or in the Order.

Affiliate: shall mean any current or future company controlling Framatome or in which Framatome directly or indirectly holds or will hold a controlling interest in accordance with articles L.233-1 to L.233- 3-1 of the French Commercial Code.

Amendment: shall mean a written agreement whereby the Buyer and the Supplier modify an Order by adapting or supplementing one or more of its provisions.

Background Knowledge: includes all knowledge, documents, know-how, software, data, databases, specifications, studies, plans, diagrams, drawings, formulas, computer code, scientific applications, tests, processes, manufacturing secrets, trade secrets and more generally all information in any form whatsoever, be they protected or copyrightable or not by intellectual property rights, as well as all intellectual property rights attached to them (in particular patents, designs, copyright), held by a Party before the effective date of the Order, or developed or acquired subsequently by the said Party independently of the Order.

Buyer: shall mean Framatome or the Affiliate that places an Order with the Supplier.

Confidential Information: shall mean any information or other data communicated in any form whatsoever (including verbally, in writing or in electronic form) of a scientific, technical, technological, industrial, social, commercial, financial, legal nature or any other nature whatsoever concerning inter alia the Buyer, its Affiliates, their technology, their business, any document constituting the Order or provided for that purpose (more particularly including the Customers data provided for fulfilment of the Order), any Amendments, as well as information explicitly submitted by the Buyer for restricted distribution, whether or not the said information or data is covered by intellectual property rights, including any plans, drawings, specifications, processes, know-how, methods, studies, software or software suites, names of customers or partners.

Customer: shall mean the legal entity that entrusted the Buyer with the supply of Goods and/or the performance of Services.

Day: shall mean calendar day.

Deliverable: shall mean the reports, studies, plans, mock-ups, drawings, files and any other documents designed and/or produced by the Supplier in fulfilment of an Order, whether in written, electronic or any other form.

Goods: shall mean the equipment, including components, parts, spare parts, materials and/or consumables and/or products, as well as the related Deliverables, to be supplied by the Supplier in respect of the Order.

GTCP: shall mean these General Terms and Conditions of Purchase.

Incoterm: shall mean the Incoterms of the International Chamber of Commerce, 2010 edition.

Order: shall mean any order or contract concluded by the Buyer under these GTCP. The Order specifies all the obligations agreed on by the Parties, materialized by all the applicable contractual documents including Amendments.

Outsized cargo: shall mean packages weighing at least twenty (20) tons and/or more than 12 metres long, 2.50 metres wide or 2.50 metres high).

Party(ies): shall mean the Buyer and/or the Supplier.

Result(s): shall mean all knowledge, documents, information or results, whether or not patentable, methods, know-how, data, software, and any documents (including any databases or other data compilations, all reports, plans, drawings, specifications, formulas, computer code, scientific applications, tests, processes), in whatever form (including paper or digital) created or generated during fulfilment of an Order.

Reversibility: shall mean all operations enabling the Buyer to have the ordered Goods and/or Services supplied/provided by itself or a third party of its choice.

Service(s): includes but is not limited to any provision of services and/or work, including studies and any intellectual service provided by the Supplier in respect of an Order.

Site: shall mean any geographical location where the Supplier performs the Services and/or delivers the Goods specified in an Order.

Special Conditions: shall mean the contractual provisions specific to an Order; Special Conditions can supplement and/or modify the provisions of the GTCP. The Special Conditions take precedence over the GTCP.

Supplier: shall mean the Buyer's contracting partner.

2. CONTENTS OF THE ORDER

2.1. Unless otherwise specified in the Special Conditions, the Order comprises at the very least the following documents:

- the Special Conditions and any other document appended to the Order or mentioned by the latter or its appendices,
- where applicable, the technical specification and/or terms of reference,
- the GTCP,
- Framatome's Ethical Commitments,
- Sustainable Development Commitments applying to Framatome suppliers, edition of 15 January 2018.

In case of discrepancy or contradiction between the provisions of one or more contractual documents, the order of precedence is the order indicated in the Special Conditions, or failing that, the order stated above.

In accepting an Order, the Supplier acknowledges that it is in possession of all the documents listed in the Order and has a thorough understanding thereof.

2.2. No documents issued by the Supplier can be construed as contractually binding or applicable to the Order unless the latter specifically states otherwise.

Any handwritten phrase in the text of the Order or on the acknowledgement of receipt of the Order that is not initialled by both Parties, as well as any obligation incumbent on the Buyer or limitation of its rights stated in delivery documents or the Supplier's requests for payment on account or invoices or any other document, in particular any retention of title clause, shall be null and void.

3. EFFECTIVE DATE OF THE ORDER - TERM

3.1. The placing of an Order by the Buyer closes the negotiations, during which the Parties have examined, discussed, and agreed on all the content thereof, in particular the commercial terms and the technical specifications.

3.2. Prior to any agreement with the Buyer, it is the Supplier's duty to determine the needs of the Buyer, check the contents of the documents provided by the Buyer, and propose any modifications or additions it deems necessary to ensure due fulfilment of the contemplated Order, taking into account any technical constraints on supplying the Goods and/or providing the Services, and of the Order's suitability to fulfil its purpose.

3.3. Unless otherwise specified in the Special Conditions, the Supplier must return the acknowledgement of receipt attached to the Order, after duly dating, initialing, and signing it, no

later than fifteen (15) Days from the date of issue of the Order by the Buyer. Signing the acknowledgement of receipt shall mean acceptance of the Order as-is and its entry into force on receipt thereof by the Buyer. If the Buyer does not receive the duly signed acknowledgement of receipt within the above deadline, (i) delivery of all or part of the Goods and/or provision of all or part of the Services, if accepted by the Buyer, is deemed the acceptance without reservation of the entire Order by the Supplier; or (ii), failing a beginning of performance by the Supplier, the Order will be deemed null and void, the Buyer being entitled to claim damages from the Supplier.

- 3.4. The Parties agree that an Order signed with a secure electronic signature, scanned handwritten signature, or original signature has the same probative value. With regard to an Order with a scanned handwritten signature, each Party undertakes to present the original copy of its signature to the other Party on request.
- 3.5. Unless otherwise specified in the Special Conditions, the effective date of the Order is the starting point for the Supplier's period for fulfilment of its contractual obligations. The Contract expires when all the obligations incumbent on each Party have been fully met, barring cases of termination provided for in Clause 34.
- 3.6. The provisions of this Clause also apply to Amendments.

4. CHANGES/AMENDMENTS

- 4.1. During fulfilment of the Order, the Buyer is entitled to modify it, and the Supplier undertakes to carry out such modifications without waiting for an agreement between the Parties as to the potential consequences of such modifications on schedule and prices.
- 4.2. The Supplier undertakes to send the Buyer, along with the relevant information, any requested quotation for potential modification of the Goods and/or Services, and propose to the Buyer, at technically and economically acceptable conditions, any improvement that could be made to the Goods and/or the Services due to changes in techniques that could improve the quality and/or pricing of the performance or use thereof.
- 4.3. Without prejudice to paragraph 4.1 above, any modification must be formally recorded in an amendment to the Order signed by both Parties. However, any corrections requested of the Supplier by the Buyer in order to have the Goods and/or Services comply with the Order shall under no circumstances be construed as modifications. The provisions of contractual documents not modified by the Amendment shall apply to the Amendment.
- 4.4. In the event of changes in regulations, standards or codes applicable to the Order, the Supplier shall inform the Buyer forthwith and have the Goods and Services comply with such new regulations, standards or codes as soon as it has received approval from the Buyer.

5. CONDITIONS FOR PERFORMANCE OF THE ORDER

- 5.1. The Supplier acknowledges it is a specialist in the supply of the ordered Goods and/or Services. As a specialist, the Supplier has a duty to advise, inform, and make proposals to the Buyer at each step of the performance of the Order.

The Supplier undertakes to propose to the Buyer, under acceptable technical and financial conditions, any improvements to the Goods and/or the Services because of an evolution in the state of the art likely to enhance the performance of the Order notably in terms of cost or quality.

It is the Supplier's responsibility to ensure the consistency of the Buyer's requirements and to advise the latter as to the suitability of the Goods and/or Services for the Buyer's purpose.

- 5.2. On acceptance of the Order, the Supplier shall notify the Buyer of the name of its representative. The Supplier's representative will be authorized to receive and execute any request, mail and/or instruction of the Buyer and more generally, act on behalf of the Supplier in all circumstances.
- 5.3. The Supplier has the duty to inform the Buyer of any events which may affect due performance of the Order, such as but not limited to any event affecting safety and/or security and/or delay as soon as such event is known to the Supplier. Furthermore, and where appropriate further to such events, the Supplier shall inform the Buyer of the corrective action taken, suggest

alternative solutions and take into account any measures proposed by the Buyer. The foregoing obligations do not relieve the Supplier from its obligation to supply the Goods and/or Services in accordance with the stipulations of the Order. It does not entail acceptance by the Buyer of the consequences of such events.

- 5.4. Proper and complete performance of the Order is an essential obligation. The Supplier undertakes, without any reservation, to perform the supply of the Goods and/or Services, in conformity with the terms of the Order, as well as with regulations, norms, codes and standards and with the state of the art, at its own costs. The Supplier shall at any time be able to provide the Buyer with evidence of the aforementioned conformity, such evidence not releasing or undermining in any way the Supplier's liability. Consequently, the Supplier acknowledges and warrants that it will fully comply with the laws, regulations, codes, standards and norms set by all competent authorities or organizations concerning its activity within the framework of performance of the Order.
- 5.5. No recommendation, information, comments and/or approvals of the Buyer with regard to performance of the Order, or the lack of such shall relieve the Supplier of any of its contractual obligations.
- 5.6. Throughout the performance of the Order, the Supplier undertakes to devote the necessary skilled personnel to complete and compliant fulfilment thereof. The Supplier's representative as well as the Supplier's personnel having specific skills shall not be replaced for the duration of the performance of the Order without the Buyer's prior written consent; in the event that the Buyer agrees to such replacement, aforementioned representative(s) and specifically skilled personal shall be replaced by someone having an equivalent skill level. However, the Buyer shall be entitled to request replacement of the Supplier's representative or any of its employees in the event of failure on their duties.
- 5.7. In the event that the Buyer has reason to believe that the Supplier will be unable to perform its contractual obligations under the Order, the Buyer will notify the Supplier of this situation. The Supplier shall then confirm whether it is able to perform the Order within fifteen (15) calendar days from such notification. In the event the Supplier is unable to perform its contractual obligations, the Buyer may (i) either terminate the Order as provided for in Clause 34.1 herein, (ii) or have the Order performed in whole or in part by a third party at the Supplier's risk and expense.
- 5.8. Any communication or document for which a Party wants to give a certified date shall (i) be given to the receiving Party with return receipt requested, or (ii) sent by e-mail which receipt shall be acknowledged by return within twenty-four (24) hours.
- 5.9. For Orders the duration of which exceeds one year, the Supplier undertakes to implement a continual improvement and competitiveness process with the Buyer, focusing on matters such as but not limited to quality, occupational health and safety, schedule (procurement, manufacturing, delivery, etc.), prices, and innovation. The Special conditions of the Order will specify, where relevant, the conditions for implementing this improvement/competitiveness plan.

6. QUALITY MANAGEMENT

If a Quality Management Plan or Quality Assurance Plan is required in connection with the supply of Goods and/or provision of Services defined in the Order, the Supplier shall describe the organization and documentation that it shall implement to perform the Order.

The Buyer, its Customer, or any third party appointed by him, or any appropriate authority, shall be entitled to audit the premises of the Supplier, its subcontractors, and suppliers, that supply of the Goods and/or performance of the Services are fulfilled in accordance with the stipulations of the Order.

Quality audits of the Supplier, its subcontractors and suppliers may also be launched by the Buyer or by any third party appointed by him, as part of its normal supplier evaluation process or following a particular event and during performance of the Order.

The Supplier shall permit the Buyer, a third party appointed by him, or any appropriate authority, to carry out verification and/or quality audits and hereby authorizes unrestricted access to its premises and those of its subcontractors and suppliers.

Furthermore, the Supplier, its subcontractors and suppliers shall provide the Buyer, or any third party appointed by it, or any appropriate authority, with the evidence of due compliance with the required level of quality of performance of the Order.

The Buyer's verifications, inspections and quality audits shall not relieve the Supplier from its obligation to perform and supply the Good and/or Services in conformity with the Order and or the Supplier's responsibility. If the audits show that certain measures made by the Supplier are inadequate, ineffective or unsuitable, the Buyer will serve a notice to that effect to the Supplier and the latter shall submit to the Buyer its proposed remedial measures within the allotted time.

7. OCCUPATIONAL HEALTH AND SAFETY

7.1. The Supplier undertakes, in its own name and in the name of its personnel, to provide the Goods and/or Services specified in the Order in accordance with statutory and regulatory provisions in particular the measures to be taken relating to fire and occupational safety, health and radiation protection measures applicable on the Sites(s) concerned.

If the Goods and/or Services are prepared/performed in France, the Supplier undertakes in particular to comply with the provisions of articles R 4511-1 *et seq.* of the French Labour Code concerning the establishment of a "prevention plan" when particular risks have been identified or if the operation involves hazardous tasks as listed in the government order of 19 March 1993 as amended, or if the operation involves a foreseeable hourly volume of at least 400 hours within no more than 12 months. In that case, the "prevention plan" must be drawn up during the joint inspection of the premises, and returned to the Buyer duly signed before commencement of the Services specified in the Order.

For building or civil engineering sites in France, the Supplier undertakes in particular to comply with the provisions of articles R. 4532-1 *et seq.* of the French Labour Code concerning inter alia the Supplier's obligation to participate in the intercompany committee on safety and working conditions and file prior notification with the administrative authority and contribute to the general coordination plan. The Supplier will appoint an on-site supervisor for each intervention. The supervisor will be vested with the necessary technical and management authority; he will more particularly ensure proper execution of the tasks assigned to the Supplier with regard to the latter's legal and contractual obligations.

The Supplier will assume all the financial and/or administrative consequences borne by the Buyer as a result of non-compliance by the Supplier, its employees, subcontractors and suppliers of current occupational safety regulations.

7.2. The Supplier undertakes to comply, and ensure that its personnel and subcontractors comply, with all the safety and security rules applying on the Site(s).

The Supplier must keep its places of work clean and tidy and leave them in the same state of cleanliness as they were before the execution of the Goods and/or Services;

7.3. With regard to performance of the Order, the Supplier must be:

- certified OHSAS 18001;
- appoint a safety officer on site and tell the Buyer the name and capacity of the said officer. This employee may have other duties;
- send the Buyer a copy of work accident reports filed with the Social Security, and annually inform the Buyer of the work injury frequency rate with or without lost time. Accident reports are collected in the Buyer's database. Pursuant to the French data privacy and personal freedoms law no. 78-17 of 6 January 1978 as amended, victims of accidents are entitled to access and rectify their particulars. The Supplier is required to so inform its personnel, any temporary workers it hires, and its Subcontractors.

In the event of an accident with or without day off work, the Supplier shall analyse the causes of the accident and establish an action plan with a view to reducing the frequency and severity of accidents as soon as possible.

8. SUPPLY AND USE OF HAZARDOUS CHEMICALS OR ARTICLES CONTAINING THEM

The Supplier undertakes to ensure that products (substances, mixtures, or articles) supplied or used in connection with the Order are in conformity with the provisions of the REACH regulation (Regulation (EC) No 1907/2006 of the European Parliament and of the Council) and to send the Buyer proof thereof.

Substances and mixtures:

For substances or mixtures covered by the REACH regulation, the Supplier must check that all the substances or mixtures supplied or used in connection with the Order have already been registered with the European Chemicals Agency, or must register them on the date of signing of the Order.

If an application for authorization is needed for the substance supplied to the Buyer on its own or in a mixture, the Supplier undertakes to inform the Buyer of its intention to file the necessary application, no later than one (1) month after publication by the European Chemicals Agency (ECHA) of the recommendation on including the substance concerned in appendix XIV of the REACH regulation.

If approval is not granted or the Supplier fails to observe the substance's restriction conditions, the Supplier shall propose an alternative product to the Buyer in writing within three (3) months, and the latter may accept or refuse it. If no alternative product is proposed by the Supplier and/or approved by the Buyer (the Supplier's proposals are limited to two (2)), the Buyer may cancel the Order under the conditions of Clause 34.1.

Articles:

The Supplier certifies to the Buyer that no articles or parts thereof that are covered by the Order contain any substances included on the list of Substances of Very High Concern (SVHC) in article 59 §1 of the REACH regulation (SVHC) above a concentration of 0.1% weight by weight. Failing which, the Supplier shall name the SVHC concerned and all the relevant information, including its location and integration, and shall justify its presence.

9. MONITORING

9.1. Throughout the performance of the Order, the Supplier shall give full access to its facilities to the Buyer and/or its Customer(s) and/or their representatives and/or the safety authority and/or the appropriate organizations to carry out surveillance and/or control over the documents, data, information and/or the performance of the Goods and/or Services within two Days of the latter's request.

9.2. At the request of the Buyer, the Supplier shall provide all the information relevant for the performance of the Order, such as but not limited to its organization and quality.

The Buyer is entitled to carry out controls of fulfilment of the Order by any appropriate means, either at the place of manufacturing of the Goods and/or provision of the Services, or in a laboratory of its choice. Monitoring and controls carried out by the Buyer and/or the Customer and/or the safety authority concerned shall in no way release the Supplier's liability and contractual obligations in respect of the Order.

If during verifications, controls and/or monitoring the Buyer and/or its Customer(s) and/or their representative and/or the safety authority and/or the approved organizations identify one or more non-conformities and/or failure to meet contractual obligations, the Buyer will notify the Supplier in writing. The Supplier shall then take all necessary remedial measures to comply in full with the Order, at its own expense, within ten days of receipt of such notification. The Supplier shall provide the Buyer and/or its Customer(s) and/or their representatives and/or the safety authorities and/or approved organizations concerned, free of charge at the Supplier's facilities and/or offices with a dedicated air-conditioned room with the necessary supplies, including access to a telephone, the Internet and a printer, to conduct their audit, controls and/or monitoring.

9.3. The Supplier undertakes to include provisions of Clause 9 in the subcontracting agreement to ensure that the corresponding obligations apply to any subcontractors.

10. PRICE

- 10.1. In setting the price, the Supplier is deemed to have taken into account all constraints inherent in supply the Goods and/or performance of the Services, as specified in the Order. The agreed price is always "exclusive of tax". The price is stated in the Special Conditions. Unless otherwise stipulated in the Special Conditions, the price is considered firm and final.
- 10.2. The Supplier bears all the costs related to taxes, duties and deduction for which it is liable. It also bears the all costs such as but not limited to the sampling costs, controls, analysis, expert appraisal and tests stated in the Order's Special Conditions, or required further to the detection of a nonconformity, or any normal costs in the profession, or costs required by any authority or organization that may need to control the Goods and/or Services included in the Order.
- 10.3. The Special Conditions set the unit prices of the Goods and/or Services. The price of transport, where applicable, must be stated separately.

11. INVOICING

- 11.1. Invoices must be issued at the dates stated in the Order, once their obligating events have effectively occurred. If the obligating event is deferred for reasons attributable to the Supplier, delayed payment shall not include any late payment interest.
- 11.2. Invoices must be sent to the Accounting department of the Buyer's establishment that placed the Order, in two (2) copies. For purchases made by Framatome, invoices must be sent to Framatome – Comptabilité Fournisseurs - TSA 20417- 94157 Rungis Cedex or in electronic format (PDF) to g-tsa20417@framatome.com, along with their supporting documents in a single file no more than five (5) megabytes in size. If invoices are sent in electronic format, the Buyer is entitled to request the original supporting documents from the Supplier.

Invoices must state the Order number and include all items required by law; they must mention the obligating event of the payment and be accompanied by all the necessary supporting documents as required by the Order. The Buyer is entitled to refuse (and not take it into account in its accounting books) any invoice in breach of legal requirements, or issued in advance the date of invoicing agreed upon in the Order or otherwise non-compliant with the provisions of the Order. Any such invoices are deemed null and void.

If the Supplier issues an invoice when its obligating event has not been performed or is not compliant with the provisions of the Order, the Buyer will be entitled to reject to pay the said invoice and any subsequent ones, even if the matter is issued correctly. An incorrect invoice not returned by the Buyer shall not however be construed as the latter's acceptance thereof.

- 11.3. The Order does not give rise to payment of any advances or down payments.

12. TERMS OF PAYMENT

- 12.1. Payments are made sixty (60) days from the date of correct invoicing, subject to compliant performance of the Order and acceptance of the invoice by the Buyer. Notwithstanding the foregoing, for road freight transport of goods, vehicle rentals with or without a driver, freight forwarding and for forwarding agent, shipping agent, air freight, freight broker and customs clearing agent activities, payments are made thirty (30) days from the issue of the compliant invoice, subject to compliant performance of the Order and acceptance of the invoice by the Buyer. The invoice will be deemed invalid if it is received by the Buyer more than five (5) calendar days after its date of issue.
- 12.2. Except otherwise stipulated in the Order, payments are made by bank transfer. Any failure to pay by the due date not attributable to Supplier's total or partial failure to perform its obligations or the Buyer's implementation of the offsetting mechanism shall incur late payment and the Buyer will pay liquidated damages at three (3) times the legal French rate of interest per calendar day applied to the unpaid amount. The liquidated damages due to late payment shall apply to the invoices total inclusive of tax. The liquidated damages are charged the day immediately after the due date until the date of full payment of relevant milestone.

The Buyer will also be charged a set fee for recovery costs, the amount of which is set by decree. If by way of exception the said recovery costs incurred by the Supplier were to be

higher than the aforementioned amount, the latter may ask the Buyer for additional compensation provided that the Supplier hands over to the Buyer due evidence.

Except with prior written authorization by the Buyer, a term of payment cannot be invoiced and paid until the previous term has been invoiced and paid.

12.3. All sums owing by the Supplier to the Buyer in connection with the Order and/or any other contract between the Parties, (such as, but not limited to, late payment penalties, payment in respect of contractual guarantees, in particular guarantees of compliance, negative price review) can be offset by the Buyer against payments due by the Buyer in respect of the Order or any other contract between the Parties, whether or not the legal offsetting conditions are met.

12.4. Prior to any assignment (notably within the frame of factoring, delegation or subrogation) of its debts in respect of the Order, the Supplier must inform the Buyer's registered office and the Buyer's establishment that issued the Order. It shall quote such assignment on its invoices.

The Supplier shall request the new beneficiary creditor to personally send the Buyer notice of debt assignment, regardless of the form and arrangements thereof, done according to the procedures prescribed by law. The Supplier irrevocably undertakes (in instances where it receives payment by mistake and irrespective of any exceptions it may invoke against the person, organization or credit institution benefitting from the receivables) to immediately and directly pay this third party the funds received, at its own expense, and discharge the Buyer of any liability in that respect. If this procedure is not followed, the Supplier is required to hold the Buyer harmless and indemnify it against any adverse consequences of any error from itself or the new beneficiary creditor.

13. TIME SCHEDULE - DELIVERY

13.1. The time schedule or completion dates for supply of the Goods and/or performance of the Services are defined in the Special Conditions of the Order. Time periods are always calculated including the starting and ending dates.

13.2. The Schedule defined in the Order is deemed to take all the Supplier's obligations and constraints into account. The Schedule is always calculated including the starting and ending dates Acceptance of the Order implies for the Supplier an irrevocable commitment to Schedule or dates as set forth in the Order that, as such, represent one of the essential obligations of the Order.

13.3. Goods - packing

13.1.1. The Supplier undertakes to deliver the Goods and Deliverables to the places and on the dates specified in the Order. Failing which, delivery is made to the Buyer's premises. Early delivery of the Goods, including the related Services, is subject to the prior written consent of the Buyer. Goods and Services must be delivered during the opening hours of the place of delivery stated in the Order or notified by the Buyer before delivery.

The Supplier must send advance notice of delivery to the Buyer's establishment one week before any shipment of Goods. For shipment of Outsize Cargo, notice must be sent sixty (60) Days before shipment together with its weights and dimensions. If such notice is not sent, the Buyer may refuse delivery, which will be deemed not done. A new date will be agreed as soon as possible.

Any partial delivery is subject to the prior written consent of the Buyer. Furthermore, Deliverables must be delivered by post, e-mail or another mode of transport meeting the conditions of the Order (in particular the markings and protection, Order number, name of the Buyer's technical supervisor, contents of the package, etc., stated in the Order if the package is not confidential). All deliveries must where applicable be accompanied by a delivery note, which must be signed by the Parties. The delivery note must refer to the Order and itemize the quantities of Goods and list the Services specified in the Order. Each of the Goods must be labelled with the reference of the Order concerned.

The signing of a delivery note by the Buyer only confirms material delivery of the Goods and Services. It can on no account be construed as recognition of compliance of the Goods and Services with the Order's specifications, the Buyer reserves the right to notify the Supplier within the legal time limit of any reservation, loss, damage or nonconformity

of the Goods and Services observed at the time of unpacking or during subsequent controls.

- 13.1.2. Unless otherwise specified in the Order, the packing must be appropriate for the type of transport specified therein (in particular the markings and protection) and must ensure effective protection against any damage or loss, from the point of view of both handling and of safeguarding up to its place of delivery. Unless otherwise specified in the Order, the Supplier is *inter alia* responsible at its cost and risk for loading and carriage (including administrative formalities) of the Goods. Compensation for damage and/or loss due to defective, inadequate or un-adapted packing is entirely chargeable to the Supplier.

The packages must bear the Order reference clearly and legibly on each side and include all the markings stipulated in the Order, in particular:

The weight of each shipping unit and the location of the slinging must be stated on all heavy shipping units.

Returnable containers will be returned (barring an exceptional agreement) at the Supplier's expense. Packing lists sent by the Supplier must state:

- the reference of the Order,
- the destination of the shipment for each subset,
- the Supplier's company name,
- the date of shipment,
- the itemized bill of materials of the articles, with the number of shipping units, the gross and net weights.
- the reference of the parts and the corresponding plans.

If shipment of some or all of the Goods is delayed at the request of the Buyer, the Supplier is required, under its responsibility, to warehouse them free of charge for three (3) months, and thereafter for a fee to be agreed by mutual consent of the Parties.

It is hereby agreed that the Supplier must insure the Goods against damage, including for the duration of their warehousing.

During performance of the Order, the Buyer may change the place of delivery stated in the Order, in which case the prices may be raised or lowered to reflect the effect of this change on the Supplier's costs.

13.4. Services

The Services must be performed and the Services supplied within the time specified in the Order.

Early performance of the Services, including the related Deliverables, is subject to the prior written consent of the Buyer.

- 13.5. Delivery of the Goods and/or completion of the Services does not imply receipt or acceptance thereof. Partial or advance delivery of the Goods and/or Services (including Deliverables) is prohibited barring the prior consent written of the Buyer. If no such consent is forthcoming, the Goods and Services will be deemed not to have been delivered.

14. **ACCEPTANCE**

- 14.1. The acceptance procedure consists of all the operations through which the Buyer checks the visual conformance of the Goods and/or Services to the terms of the Order.

14.2. Acceptance of Goods and/or Services with industrial commissioning

When a specific procedure is not included in the Order, on completion of installation Services and/or supervision thereof, the Supplier shall notify the Buyer in writing seven (7) working days in advance that the Goods are ready for operation. A joint control of completion of the Goods and Services is conducted. The Goods and Services are put into operation for a period of thirty (30) Days. If a failure occurs during that period, the Supplier shall repair or replace the Goods and/or resume performance of the Services at its own expense.

At the end of the aforesaid period of thirty (30) Days, subject to normal operation being noted for at least twenty (20) consecutive Days and acceptance of the related Deliverables, the Supplier will notify the Buyer in writing seven (7) Days in advance in order to carry out the necessary tests and check the conformity of the Goods, Services and/or related Deliverables and thereby proceed with Acceptance in the presence of both Parties. Within no more than ten (10) Days from the end of the verifications, the Buyer shall issue the acceptance report, or a statement of non-conformity.

14.3. Acceptance of the Goods without industrial commissioning

In the absence of a specific procedure in the Order, the Buyer has a reasonable period of time, which cannot exceed thirty (30) Days from the delivery date of the Goods and all the related Deliverables to inspect and verify them and report any visible defect to the Supplier. Within no more than ten (10) Days of the end of the verifications, the Buyer shall issue the acceptance report, or a statement of non-conformity.

14.4. Acceptance of Services

In the absence of a specific procedure in the Order, the Supplier shall notify the Buyer of completion of the Services and where applicable will provide a completion report or study report. The Buyer has a reasonable period of time, which cannot exceed thirty (30) Days from the Supplier's delivery of complete performance of the Services, including the sending of the Deliverable(s), to report any visible defect to the Supplier. Within no more than ten (10) Days from the end of the verifications, the Buyer shall issue the acceptance report, or a statement of non-conformity.

14.5. Statement of non-conformity

If a statement of non-conformity of the Goods and/or Services is issued during the acceptance verifications, the Supplier undertakes to correct the non-conformities listed in the said statement within the deadline specified therein, or in absence of deadline, within seven (7) working days of notification thereof. All Goods and Services presenting a non-conformity are deemed not completed.

No payments are due until the non-conformities have been corrected.

After correction of the non-conformities by the Supplier, a second acceptance procedure will be carried out to ascertain that the Goods and/or Services comply with the Order. If non-conformities are identified after the second acceptance procedure, the Buyer may refuse or reject the Goods and/or Services, as provided for in Clause 15. Any and all costs in connection with the correction of the non-conformities of the Goods and/or Services shall be fully and exclusively borne by the Supplier, including costs and/or expenses incurred by the Buyer.

15. REJECTION OF GOODS AND/OR SERVICES

15.1. If any non-conformities in the Goods and/or Services are noted after the second acceptance procedure as set out in Clause 14 above, the Buyer may refuse or reject all or part thereof, without prejudice to any liquidated damages it may claim. Moreover, any sums already paid by the Buyer for the said Goods and/or Services must be reimbursed immediately, without prejudice to termination of the Order for breach.

15.2. Any Goods and/or Services definitely refused or rejected must be taken back by the Supplier within eight (8) Days of receipt of the notice of refusal or rejection. If the Goods have not been recovered by the Supplier within the said period, the Buyer may, at the cost, expense and risk of the Supplier, (i) destroy the Goods, or (ii) return them to the Supplier, or (iii) place them in storage pending collection by the Supplier. All costs arising further to refusal or rejection of the Goods are fully and exclusively borne by the Supplier, including costs and/or expenses incurred by the Buyer.

16. TRANSFER OF TITLE AND TRANSFER OF RISKS

16.1. Transfer of risk relating to the supply of Goods and/or performance of Services occurs upon signature by the Buyer of the acceptance certificate, subject to the provisions of Clause 19 – Intellectual Property. If the Buyer is forced to use the Goods and/or Services in the meantime,

this cannot be construed as acceptance and/or transfer of risk of the said Goods and/or Services.

- 16.2. Transfer of title occurs as and when the Goods are delivered and the Services performed. It is hereby agreed that transfer of title does not affect the Buyer's right to refuse the Goods and/or Services, in which case title thereof will revert to the Supplier.
- 16.3. Failing an acceptance procedure, transfer of title and risks occurs upon delivery of the Goods and Services. Such transfer does not legally or materially affect any obligation of the Supplier pursuant to the Order.

17. LIQUIDATED DAMAGES

17.1. Liquidated damages for delay

Non-compliance of the lead times for performance of the Services or delivery dates for the Goods incurs liquidated damages for delay as of right and without formal notice; unless otherwise specified in the Order, the amount of the said liquidated damages for delay is one and a half percent (1.5%) of the Order price per Day. These liquidated damages for delay constitute a constraint, do not constitute a discharge, and thus can in no way be construed as a waiver of the Buyer's right to terminate the Order or claim compensation for any loss suffered.

Payment of such liquidated damages shall in no way release the Supplier from performing its contractual obligations.

17.2. Liquidated damages for technical performance

Where applicable, the Supplier is liable for liquidated damages technical performance specified in the Order.

The liquidated damages incurred are a constraint, and are not of a compensatory nature. Payment of such liquidated damages specified in the Order shall in no way release the Supplier from performing its contractual obligations.

17.3. Procedures for applying liquidated damages

The Buyer sends the Supplier documentary evidence of the liquidated damages. The Supplier has fifteen (15) Days from receipt of notice thereof to formulate its observations. After which time and if no observations are forthcoming from the Supplier, the liquidated damages are deemed certain, of a fixed amount and due. The amount of liquidated damages due in respect of Clause 17 offsets against payments due to the Supplier, irrespective of any recourse by the Buyer if the amounts due are insufficient in respect of the said payments. The Supplier must state in its invoice the amount of liquidated damages deducted from the initial amount payable inclusive of tax, in accordance with the terms of payment set out in Clause 12.

Notwithstanding the above, the Buyer may offset the liquidated damages against any sums owing between the Parties.

18. WARRANTY

- 18.1. Subject to the provisions of Clause 19, the Goods are guaranteed free of any lien, pledge and bond.
- 18.2. The Goods and/or Services must be performed according to the prevailing state-of-art and delivered complete and compliant with the stipulations of the Order.
- 18.3. The Supplier warrants conformity of the Goods and/or Services during the period specified in the Special Conditions, or failing which for twenty-four (24) months from the date of acceptance of all the Goods and/or Services, as stipulated in Clause 14.

As soon as a non-conformance or a defect is detected in the Goods and/or Services, the Buyer informs the Supplier thereof promptly and in writing, indicating the nature of the non-conformance or defect. Under the warranty obligation, the Supplier shall at its own costs, promptly, and however no later than upon the date stipulated by the Buyer, carry out any replacement, repair, correction, modification or adjustment required to achieve or maintain the characteristics, performances and results guaranteed to the Buyer. Such replacements, repairs,

corrections, modifications or compliance of the Goods and/or Services may, at Buyer's choice, be carried out at the Buyer's, or on the Site of its Customer (in France or elsewhere in the world), or at the Supplier's. If it appears necessary to carry out repairs, corrections, modifications or backfitting other than on the Site, then the repatriation of the Goods and their return to the Site or the Buyer's (as well as the risks attached thereof) after backfitting shall be fully borne by the Supplier. The Buyer reserves the right to choose the appropriate transportation means with respect to its own constraints.

All costs and damage arising out of or in connection with the non-conformance of the Goods and/or Services (including but not exclusively backfitting, manpower, the Buyer's engineering costs, the costs of packing, shipment and customs duty) shall be fully and exclusively borne by the Supplier. After being served formal notice, if the Supplier refuses to bring the Goods into compliance or is unable to meet the requirements and demands stated above, the Buyer shall be entitled to perform or have a third party perform, forthwith and without any other formalities, at the Supplier's cost and risks. In such case, the Supplier shall continue to warrant the Goods and/or Services as provided for in the Order. When a replacement, repair, corrections or modifications of all or part of the Goods and/or Services has been performed, the Goods and/or Services affected by the defect shall be re-warranted under the same conditions as those set out in the present General Terms and Conditions of Purchase and/or in the Special Conditions of the Order, for an additional period equal to the original warranty period, as from the date of acceptance of the replaced, corrected, repaired or modified Goods and/or Services.

- 18.4. Beyond the aforementioned warranties, the Supplier shall remain liable for any latent defect as stipulated in articles 1641 et seq of the French Civil Code, and by express agreement of the Parties, for any supply of Goods pursuant to the Order, whether or not Services are included in the Order.
- 18.5. None of the above provisions shall be construed as restricting any of the Buyer's (or its Customer's) rights and remedies at law.
- 18.6. In the event of a latent defect and/or repeated non-conformity of Goods and/or Services, the Parties shall meet to agree on solutions to implement in order to meet the requirements of the Order, or failing which the arrangements for total or partial cancellation thereof.

19. INTELLECTUAL PROPERTY

19.1. Background Knowledge

19.1.1. Buyer's Background Knowledge

As between the Parties, the Buyer remains the exclusive owner of the intellectual property rights of its Background Knowledge. For the purposes of this Clause 19 (Intellectual Property), the Customer's input data and/or information disclosed to the Supplier for the purpose of the performance of the Order shall be considered as Buyer's Background Knowledge.

For the sole purpose of performance of the Order, the Buyer grants to the Supplier the right to use its Background Knowledge, with the right to sublicense such Background Knowledge to authorized subcontractors, as strictly necessary to perform the subcontract agreement and subject to prior express agreement of the Buyer.

The Supplier is required not to infringe the Buyer's Background Knowledge by refraining it from being used, copied or reproduced in full or in part, by any means and in any form, for purposes other than those strictly necessary to perform the Order and only throughout the term of the Order. Accordingly, the Supplier is prohibited from using the Buyer's Background Knowledge from the date of expiry or termination of the Order, and shall be liable for compliance with this clause by any subcontractors.

19.1.2. Supplier's Background Knowledge

The Supplier shall notify the Buyer of any Background Knowledge held by the Supplier and which is necessary to use the Results upon conclusion of the Order at the latest.

Upon accepting the Order, the Supplier grants to the Buyer a non-exclusive, royalty-free, fully-paid up, perpetual worldwide license to use Supplier's Background Knowledge to the extent of using the Results for both internal and business purposes, in accordance with the terms of Clause 19.2. When relating to know-how, such license shall last until such know-how becomes

public. The Buyer shall be entitled to grant sublicenses and/or to assign this Background Knowledge right to use to whomever it may deem fit, including the Buyer's Affiliates.

In this respect, the Supplier grants the Buyer and its Affiliates the right to disclose, register, reproduce, use, translate, adapt, modify and communicate its Background Knowledge as needed by the Buyer and its Affiliates to use the Results, with a right to sublicense it to any third parties.

The financial consideration for this licence is lump sum and included in the price of the Order.

19.2. Results

19.2.1. Principle

Unless stipulated otherwise in the Order, the Supplier assigns all the Results and intellectual property rights attached thereto, on an exclusive basis to the Buyer, the ownership and title being transferred along completion. The Supplier warrants that and shall procure the assignment from its personnel, subcontractors and their personnel (as applicable) in the same terms as those of this Article.

The Supplier waives all and any rights whatsoever it may claim on these Results and warrants that and shall procure the same waiver from personnel, subcontractors and their personnel may claim to the Results.

The price of the Order includes the lump sum remuneration of the Supplier of the above-mentioned assignment of these Results to the Buyer as well as the related intellectual property rights attached thereto, as specified in this Clause 19.

The Buyer shall therefore be free to use the Results as it wishes, and to decide the appropriateness and choice of any legal protection measures to be implemented in connection with the said Results

The Buyer shall be free to assign in part or in full, the rights attached to the Results to any other Entity or to any other third party through any means, and in particular through assignment, license or any other legal means.

The Supplier shall not restrain or otherwise hinder the use of the Results by the Buyer, in particular through an intellectual property right. The Buyer shall therefore be free to use the Results as it wishes, and to decide the appropriateness and choice of any legal protection measures to be implemented in connection with the said Results

The Buyer shall be free to assign in part or in full, the rights attached to the Results to any other Entity or to any other third party through any means, and in particular through assignment, license or any other legal means.

The Supplier shall not restrain or otherwise hinder the use of the Results by the Buyer, in particular through an intellectual property right.

19.2.2. Copyright - Software

If the Results include, in full or in part, creations which can be protected by copyright, then all such creations, including but not limited to computer developments, such as software, databases, the design of the "look and feel" of the software screens created in the course of the performance of the Order (hereinafter referred to as "Creations"), shall be the exclusive property of the Buyer, the ownership and title being transferred upon completion.

Therefore, the Supplier, acknowledging being author of the Creations, or at least the assignee of the copyright over such Creations, exclusively assigns to the Buyer, all intellectual property rights attached to the Creations, with the exception of the Supplier's moral right, whatever is the nature of the considered work i.e. an individual work, a collaborative work (carried out by a member of the Supplier's staff) or a collective work:

- a) The right to reproduce them without limitation as to number, digitize, duplicate, print, record in whole or in part of each of the Creations, for whatever reason and in any manner specifically by any technical processes, on any media, known or unknown on the date of the Order, in any formats; this right to reproduce includes a permanent or temporary right to reproduce any software in full or in part, by any means and in any form, and in particular by any loading, display, performance, transfer or storage operation;

- b) The right to translate which includes the right to produce any version of all or part of each of the Creations in French and any foreign language, as well as in any computer language;
- c) The right to adapt, arrange, modify, correct errors, and the right for the Buyer to alter or have any third party alter each Creation in full or in part whether in writing, orally, through date communication digitally, etc. form, and for any kind of use;
- d) The right to publish, broadcast, edit and re-edit without any limitation on the number of editions. Such rights shall include reprographic rights and all derivative rights thereof, to sell, grant or assign the rights of use, the right to rent and lend copies of each of the Creations in its original version or in any adapted, arranged, modified, corrected, converted or translated version, either free of charge or against payment;
- e) The right to represent, exhibit, display, broadcast and use all or part of each of the Creations, in its original version or in any adapted, arranged, modified, corrected altered or translated version, through any means of communication to the public known to this day and in particular by public recital, television broadcasting, including radio broadcasting, satellite transmission, active or passive initial or secondary cable distribution, public projection, disclosure/transmission in a public place, digital disclosure/transmission online or over media, by public presentation and any other means;
- f) The right to use, monitor and maintain the Creations;
- g) The right to integrate all or part of the Creations with or without modification;
- h) The right to decompile the Creations, especially software.

The Buyer shall be entitled to a worldwide use of the aforementioned rights for commercial or non-commercial purposes for its own activities and for as long as the legal protection of said rights shall last (and without any limitation of any kind regarding edition, broadcasting, rerun or use).

The Supplier transfers to the Buyer all property rights over the media for the Creations, allowing their copy in number and their adaptation. For software Creations, the assignment shall apply to both the object code and the source code version and will include the preparatory design material and associated documentation enabling a person skilled in the art to understand the source codes. The Supplier must provide a copy of all these media forthwith to the Buyer on completion of the Order, or prior to this on request by the Buyer.

The payment is associated with the assignment of intellectual property rights as defined in this article is expressly included in the price agreed of the Order.

19.2.3. Third-party intellectual property rights

Should the performance of the Order and/or use of the Results require the use of intellectual property rights or know-how belonging to third parties, the Supplier shall be responsible to obtain assignment or licence in terms similar to the Clause 19 from the said third parties for its own benefit, including the right to sublicense them to the Buyer. Such assignment or licence is transferred or granted to the Buyer for any use for all purposes, including for research purposes, for the activities of the Buyer and those of its Affiliates, for the entire world, and for the legal period of protection of the said rights, or with regard to know-how, as long as the know-how has not fallen into the public domain. With regard to the assignment of copyrights to the Creations from a third party, its scope, terms and conditions shall be in terms similar to the terms and conditions of Clause 19.2.2 above.

The remuneration for this assignment or licence is expressly included in the agreed price of the Order.

19.2.4. Special case of employees

- a) Subrogation in the rights of employees

The following provisions apply, including but not limited to inventions, software and databases created by the Supplier's employees in performing the Order (for the purposes of this Clause 19 (Intellectual Property), the term "employees" means any natural person working for or on behalf of the Supplier). The Supplier undertakes to secure the same commitments as those specified in this Clause from any subcontractors it may use with regard to their own employees, and shall be responsible to obtain the same commitment

from its subcontractors.

The Supplier shall take all necessary measures in order to ensure that the rights owned by its employees are automatically transferred to the Supplier then to the Buyer, when they are carrying out the necessary studies, research and development to perform the Order.

The Supplier shall be responsible to pay any additional remuneration due to its employee inventors.

For any invention generated outside the scope of work of the Order, the Supplier undertakes to secure the rights attached to the invention by paying the fair price and shall then assign to the Buyer the invention as well as the related intellectual property rights attached thereto, the corresponding price being already included in the agreed price of the Order.

The Supplier shall be responsible to obtain the fulfilment by its employees of all formalities such as signing the necessary powers of attorney, deeds of assignment or statement to ensure the legal protection of the Results by the Buyer.

b) Assignment of copyright of employees to the Supplier

For the purpose of assigning the copyrights as defined in Clause 19.2.2, the Supplier shall be responsible to obtain from its employee authors of the Creations and/or designs, the assignment of all their economic copyrights, subject to their moral rights, in accordance with the terms and conditions of Clause 19.2.2.

19.3. Guarantees

The Supplier warrants that it is the owner or assignee of all the intellectual property rights attached to the Results and to any Background Knowledge licensed to the Buyer under Clause 19.1.2, in particular the copyright of the various executants of the Results whether these are its Personnel employees or third parties such as any subcontractors, and that it may therefore freely assign such within the conditions stipulated in Clauses 19.2.1 and 19.2.2.

The Supplier warrants the Buyer that the Results do not infringe any pre-existing intellectual property rights owned by any third party, any subcontractors, or those of an employee of the Supplier or any of its subcontractors.

Accordingly, the Supplier shall indemnify the Buyer against all costs and damages claimed against the Buyer based on the ownership and/or exploitation of any intellectual property right or personality or image right associated with the Results, which is brought by any third party or member of its Personnel or its authorized subcontractors and shall indemnify the Buyer for any costs, indemnities, legal fees and expenses which may be incurred or to which the Buyer may be held liable as a result of such claim or action. The Supplier shall provide full assistance to the Buyer, should such claim be filed against the latter.

Furthermore, should such a claim or action succeed the Supplier shall be responsible for obtaining from the third party or (if applicable) the Supplier's employees or any authorized subcontractors, the assignment, concession or sub-concession of the disputed intellectual property right, or the authorization associated with the exploitation of the personality or image rights belonging to the third party or the employee and to pay the required consideration, so as to enable the Order to be complied with and the peaceful use of the Results by the Buyer. In the absence of which, and subject the Buyer's consent, Supplier shall modify the Results. If this solution is not feasible, the Buyer will be entitled to terminate the Order forthwith, without prejudice to any the damages it may claim from the Buyer.

The Supplier shall grant the same warranties as those stated above in respect of any Background Knowledge granted under license to the Buyer in the terms of Clause 19.1.2.

20. **CONFIDENTIALITY**

The Supplier undertakes at all times that it will keep confidential the Confidential Information that it receives from the Buyer. Confidential Information shall not be disclosed, reproduced, used, adapted, modified or transferred by the Supplier without the Buyers' prior written consent and Confidential Information shall only be used or reproduced only to the extent necessary to perform the Order. Accordingly, the Supplier shall not disclose directly or indirectly, license, transfer in any manner

whatsoever the Confidential Information to any person other than members of its staff, its employees or, if applicable, other third parties which may be authorized in accordance with Clause 3030.2 on a strict need-to-know basis and only to the extent necessary for the performance of the Order. The Supplier shall and obtain from all members of staff, its employees the commitment to abide by all obligations, in particular the obligation of Confidentiality as described in this Clause.

Moreover, upon Buyer's request or at the expiration or termination of the Order, the Supplier undertakes to return to the Buyer any document provided by the latter in any form whatsoever, and/or destroy all documents in any form whatsoever, containing Confidential Information and then certify in writing the destruction of the documents. If such aforementioned storage mediums are destroyed, the Supplier shall send the Buyer a certificate of destruction. The Parties agree that the Supplier may retain in its automatic backup systems any Confidential Information that cannot be reasonably destroyed, provided however that such data shall not be accessible or used by the Supplier and that it such data shall be destroyed in accordance with the Supplier's policy and practices related to the management of documentation.

The obligations stipulated in this Clause 20 shall survive after expiry or termination of the Order for any cause whatsoever as long as the Confidential Information concerned has not become public, notwithstanding any default, tort, negligence and/or breach whatsoever of the Supplier or a third party recipient of the Confidential Information.

21. FORCE MAJEURE

Force majeure event shall mean any unforeseeable event beyond the control of the Party invoking it that is unavoidable and that prevents said Party from performing its obligations. When a force majeure event arises, the Party invoking it shall take the appropriate measures to mitigate its effects and notify the other Party by registered letter with acknowledgement of receipt, setting out the circumstances such Party is facing, the foreseeable consequences including but not limited to on due performance of the Order and the first actions taken, it being understood that it shall use its best efforts to mitigate said consequences and find the most appropriate solutions to solve the problems resulting therefrom. The Order's completion deadline shall be extended for a duration at least equal to the duration of the force majeure event. The Party invoking a duly notified force majeure event shall not be held liable for failing to meet, or only partially meeting, the obligations affected by the force majeure event for as long as it lasts. Said Party remains bound by any obligations not affected by the force majeure event. If no agreement can be reached concerning the measures to take, and if the force majeure event lasts for more than 60 (sixty) calendar days from notification thereof, the Buyer may terminate all or part of the Order under the terms and conditions of Clause 34.2 a), without any indemnification being due to the Supplier.

22. LIABILITY – INSURANCE

22.1. The Supplier shall be liable for any bodily injury, damage, loss of property and/or consequential damages, whether or not resulting from bodily injury or damage to property, that it may cause to the Buyer and/or to any third party by its own fault, fault of its agents and employees, sub-contractors, suppliers and service providers, arising out of or in connection with the Order.

The Buyer shall not be liable for any indirect and/or consequential damage (such as, but not limited to loss of profit, loss of production, shortfall, damage to the corporate image or brand), whatever the time, the origin and the cause of such damage or loss suffered by the Supplier. Therefore, the Supplier shall pay, indemnify, and hold the Buyer harmless against any legal claim for such damage and loss relating to the performance of the Order.

22.2. The Supplier shall subscribe and maintain in effect the necessary insurance policies for a sufficient amount, in order to cover any risk and liability arising out of or in connection with the performance of the Order, in particular an insurance policy covering damage caused to the Buyer and to other third parties. Said insurance policies shall be taken out with well-known creditworthy insurance companies.

The Supplier shall provide insurance certificates issued by its insurer(s) within six (6) months prior to conclusion of the Order, stating the number and effective date of the insurance contract, the coverages granted, their amounts and deductibles, the sub-limits, the activities, the nature of the works or tasks covered, and the Supplier shall provide evidence that it has duly paid all

the related premiums. For a multiyear insurance contract, the Supplier shall provide the aforesaid certificate(s) every year, on the due date of the insurance policy. However, subscription to said insurance policies does not in any way relieve the Supplier from its obligations and liabilities arising out of or in connection with the Order.

23. LAWFUL EMPLOYMENT

23.1. In accordance with the regulatory requirements of the French Labour Code, at signature of the Order and at least every six (6) months, the Supplier shall provide the following documents, depending on whether or not it is based in France, drafted in French or accompanied by a French translation:

23.2. When the Supplier is based in France (articles D 8222-5, D 8254-2 and D 8254-4 of the French Labour Code):

23.2.1. A certificate issued within six (6) months evidencing that social declarations and social security contribution have been filed and social security contributions paid, in compliance with the article L 243-15 of the French Social Security Code, issued by URSSAF (French administrative body responsible for collecting social security payments); the Buyer shall ascertain the authenticity thereof with URSSAF.

23.2.2. When its registration with a Trade & Companies Register or trade directory ("Répertoire des Métiers") is mandatory or if it is a regulated profession, one of the following documents:

- a) A copy of its certificate of incorporation ("L" or "extrait KBis" in French);
- b) An identification card proving that it is listed in the trade directory;
- c) A quotation, an advertising document or item of professional correspondence, provided it states the name or corporate designation, full address and registration number in the Trade & Companies Register or trade directory or on a professional list or order, of the reference of the approval issued by the competent authority;
- d) A receipt for filing a declaration with a "centre de formalités des entreprises" (one-stop shop for business formalities) for persons pending registration.

23.3. When the Supplier is based abroad (articles D 8222-7, D 8254-3 and D 8254-4 of the French Labour Code):

23.3.1. In all cases:

- a) A document stating its individual identification number assigned pursuant to article 286b of the French general tax code; if the Supplier is not required to have such a number, a document stating its identity and address or, where applicable, the address of its ad hoc tax representative in France;
- b) A document certifying the legality of the Supplier's social security position with regard to Regulation (EC) No 883/2004 of 29 April 2004, or an international social security convention and, when the legislation of the Supplier's country requires it, a document issued by a mandatory social security organization stating that the Supplier has filed its social contribution declarations and paid its social contributions, or an equivalent document or, failing that, a certificate evidencing that social contribution declarations have been filed and social contributions paid, as required by article L. 243-15 of the French Social Security Code.

23.3.2. When the Supplier is required to be registered with a professional or trade register in the country where it is based or domiciled, one of the following documents:

- a) A document issued by the authorities holding the trade register or an equivalent document attesting to such registration;
- b) A quotation, an advertising document or item of professional correspondence, provided it states the name or corporate designation, full address and registration number in the Trade & Companies Register or trades register;
- c) For companies pending incorporation, a document issued within six (6) months by an authority accredited to receive applications for registration in the professional or trade

register, certifying that it has received the said application for registration on the said register.

23.3.3. Before a foreign-based Supplier assigns one or more employees to posts in France, it must provide the following documents (articles L1262-2-1, L1262-4-1 and R 1263-12 of the French Labour Code):

- a) A copy of the declaration of temporary assignment sent to the territorial unit of the regional directorate for enterprise, competition, consumption, work and employment, in accordance with the provisions of articles R. 1263-3, R 1263-4-1 and R. 1263-5 of the French Labour Code.
- b) A copy of the document naming the Supplier's representative in accordance with the provisions of article R. 1263-2.1 of the French Labour Code

23.4. Furthermore, whether based in France or abroad, a Supplier employing foreign employees shall also provide a nominal roll of foreign employees it employs, who are subject to work permits. This nominal roll, based on the personnel register, must specify for each employee: their name, date of recruitment, nationality, type and number of their work permit or equivalent document.

If these documents are not provided for to the Buyer, the Buyer may terminate the Order forthwith at Supplier's fault if Supplier fails to remedy such breach after ten (10) Days' written notice of the breach, without prejudice to any claims for damages under the terms of Clause 34.1 (Termination).

24. EXPORT CONTROL

24.1. Each Party undertakes to observe and comply with all export control laws and regulations, including but not limited to American, French and European laws and regulations that may apply to the Goods (or their components) and/or Services with regard to the Order.

Accordingly, the Parties shall on no account communicate to third parties, or transfer, export or re-export all or part of the Goods and/or Services, technical data, technologies, Deliverables, Results or any direct product of the latter, provided in connection with the Order, in breach of the aforesaid laws and regulations.

No later than the date of signing of the Order, the Supplier undertakes to inform the Buyer in writing if any of the Goods, Services, technical data, technologies, Deliverables, Results or any direct product of the latter, provided in connection with the Order, are subject (or not) to export control laws and regulations and applicable programmes of economic sanctions.

It follows that before any transfer, export, re-export or pooling with its Affiliates or any third party of some or all of the Goods and/or Services, technical data, technologies, Deliverables, Results or any direct product of the latter, provided in connection with the Order, the Buyer may ascertain whether or not the said items are subject to restrictions or bans under export control laws and regulations.

24.2. The Supplier hereby represents and warrants that the information sent to the Buyer is complete and accurate, and undertakes to inform the Buyer in writing as soon as it learns of any changes in export controls applying to the Goods, Services, technical data, technologies, Deliverables, Results or any direct product of the latter, provided within the framework of the Order;

If the Goods (or their component) and/or Services specified in the Order are subject to export controls, the Supplier hereby represents and warrants either that on the effective date of the Order it has the required approvals or licences in respect of the regulations of the countries of origin or export of the said Goods (or component) and/or Services, or that it will make the necessary applications for their obtaining as soon as possible.

The Buyer undertakes to send to the Supplier forthwith any documents and information the latter requires in connection with export licence procedures at the request of the authorities of the exporting countries or countries of origin of the Goods and/or Services, and in particular to sign or have signed by its Customer the end use undertakings that the Supplier will send it for that purpose.

If such export licences cannot be obtained within the allotted time through the fault of the Supplier, the Order may be cancelled by the Buyer through the fault of the Supplier without prejudice to any claims for damages under the terms of Clause 34.1 (Cancellation).

If the licence is withdrawn, not renewed or invalidated through the fault of the Supplier, the Buyer may cancel the Order through the fault of the Supplier without prejudice to any claims for damages under the terms of Clause 34.1 (Cancellation).

The Supplier shall pay the Buyer compensation and hold the latter harmless against any harmful consequences resulting from the Supplier's failure to meet any of its obligations stipulated in this Clause.

25. REGULATIONS – CUSTOM CERTIFICATION

Within respect to traceability requirements resulting from the customs certification of the Buyer as "Authorized Economic Operator" ("AEO") or any equivalent status, the Supplier undertakes to provide the Buyer with the following information:

- For the purchase of materials, equipment, machinery or transport crossing a border outside the European Union:
- the Supplier shall indicate whether it is AEO-certified or has any other equivalent status, and specify its certificate number;
- and state on its invoice its customs nomenclature, and the origin of the delivered materials, equipment and machinery.

Should the Supplier not be AEO-certified or have any other equivalent status, it undertakes to send the Buyer a duly completed declaration of security attached to the acknowledgement of receipt of the Order.

If these documents are not provided to the Buyer, the Buyer may terminate the Order forthwith at Supplier's fault if Supplier fails to remedy such breach after ten (10) Days' written notice of the breach from Buyer under the terms of Clause 34.1.

26. AUDIT

The Buyer may at any time carry out on its own behalf and at its own expense or on behalf of its Customer subject to special conditions as they may be agreed, an audit, notably of the resources and tools allocated by the Supplier to perform the Order. Such an audit or audits may focus, for instance, on the compliance of the Supplier with its contractual obligations.

Such an audit or audits may, at the Buyer's option, be carried out either by the Buyer's internal audit structure or by an external firm which shall be subject to professional secrecy.

The Buyer shall notify the Supplier of its intent to carry out an audit, with at least a seven (7) Days' advance notice in writing. In any event, the Buyer shall inform the Supplier of the identity of the selected external audit firm.

The Supplier may refuse the audit notifying the Buyer thereof within seven (7) days following receipt of the notification provided by the latter, when the audit is to be carried out by an external firm which is a competitor of the Supplier.

In that case, after consultation with the Supplier, the Buyer will notify the latter of the name of a new audit firm. If the Parties cannot agree on the proposed new audit firm, the Buyer may terminate the Order for default of the Supplier pursuant to Article 34.1 (termination) without prejudice to any claims for damages.

With regard to this audit, the Supplier undertakes to grant the auditors free access to its Site, cooperate fully with them and provide them with all the necessary information. The Supplier shall grant the designated auditors access to all its facilities, information and documents required for the proper conduct of the audit.

A copy or extract of the audit report will be given free of charge by the Buyer to the Supplier at the latter's request. It will be examined during a meeting of the Parties' main points of contact.

Should the audit highlight any non-compliance by the Supplier with its obligations, the latter shall implement the necessary remedial measures at its own expense within ten (10) Days of notification thereof by the Buyer.

The implementation or non-implementation of the audit procedure will not release the Supplier in any way from complying with its contractual obligations.

27. FOLLOW-UP – RETURN OF EXPERIENCE

Upon written request of the Buyer, the Supplier shall draft a return of experience report after completion of the Order, or periodically for a long-term Order, with related reviews focusing on commercial, technical, quality, safety, occupational safety and innovation aspects.

Among other things the report shall include:

- quantitative data, such as volumes actually sold, statistics on work done under guarantee concerning the Goods and/or Services object of the Order,
- qualitative data, on possible improvements for the proper performance of a later purchase, including the drafting of its specification.

If applicable, further information about the content of this document will be provided for in the Special Conditions.

28. COMBATING CORRUPTION AND INFLUENCE TRAFFICKING

The Supplier hereby represents that it has a knowledge of:

- French legislation governing bribes and more particularly the fight against corruption, extortion, influence trafficking or money laundering, in particular the SAPIN II Law of 9 December 2016, and,
- similar legislations applying to the Buyer in the event that all or part of the Order is performed outside France, in particular the laws transposing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

(Hereafter collectively termed “**Anti-bribery laws**”).

The Supplier hereby represents and warrants that on the effective date of the Order, itself and its personnel are in compliance with and undertake to comply with anti-bribery laws.

The Supplier represents and warrants to the Buyer that no sums (including fees, commissions or any other unwarranted financial reward) or no valuables (including but not limited to gifts, trips, meals or inappropriate entertainment) have or will be given directly or indirectly to any employee, manager or corporate officer of the Buyer of an Affiliate with a view to securing the Order or expediting performance thereof.

The Supplier undertakes to inform the Buyer forthwith, as of the effective date of the Order, of any event that may be at variance with the representations and warranties stated in this clause.

Furthermore, in order to reasonably ensure due compliance with Anti-bribery laws or with the above representations, warranties and undertakings, the Supplier agrees, at the request of the Buyer and at any time during performance of the Order, to disclose its accounting records, registers and other documentation concerning its business activities with regard to the placing or performance of the Order, to an independent accounting firm designated by the Buyer. This accounting firm will only provide the Buyer with any information concerning a possible breach of Anti-bribery laws or of the representations, warranties and undertakings stated in this clause. The Buyer undertakes to bear all the costs of the requested audit, unless the report reveals a breach of Anti-bribery laws or of the above representations, warranties and undertakings, in which case the Supplier alone shall bear the all the costs of such an audit.

The Supplier duly acknowledges that the Buyer has awarded the Order on the basis of the above representations, warranties and undertakings. Accordingly, if the Buyer notes in connection with the placing or performance of the Order that the Supplier has taken or is likely to take a measure in breach of Anti-bribery laws, it will be entitled to terminate the Order simply by serving written notice, without legal formalities or compensation for the Supplier; it being understood that all sum

contractually due on the date of termination shall remain payable. In the event of a breach of the provisions enumerated in this clause, the Supplier shall be liable towards the Buyer for any form of damage or loss, including but not limited to economic loss, commercial loss, loss of expected profits or damage to brand image suffered by the Buyer or an Affiliate.

The Supplier represents it has put in place or undertakes to put in place a compliance programme adapted to its activity and to the special risks to which it is exposed, to prevent practices or actions contravening anti-bribery laws and to promote a culture of integrity within its organization. The Supplier undertakes to maintain such a programme for at least the duration of the Order and to keep the Buyer regularly informed of its implementation.

29. COMBATING FRAUD

29.1. The Supplier represents that it sources its component from an original manufacturer or authorized dealer of the Goods concerned with a view to ensuring the authenticity and traceability of the components.

29.2. The Supplier takes all the necessary measures to prevent and combat fraud, suspicious practices or counterfeiting with regard to the Order and more generally in connection with its activities or the activities it outsources.

The Supplier shall in particular take the following measures:

- a procedure guaranteeing that the personnel in charge of quality assurance are independent in relation to the rest of the operational organizations,
- introduce tools to detect this type of practice in inspection methods,
- a procedure enabling any employee to report a deviation or abnormality vis-à-vis compliance of the Order with the specifications and/or likely to compromise security with regard to the Order, without being obliged to reveal his or her identity (“whistleblowing system”)

The Supplier shall grant the Buyer's inspectors and auditors access to its industrial facilities, workshops and quality documentation relating to the Order:

- on the dates specified in the Order, or
- if they arrive unannounced

It allows the Buyer to carry out joint inspections of the Goods and/or Services specified in the Order, or of the documentation, and compare the certificates issued by the Supplier with the original reports issued by the subcontractors or laboratories used by the Supplier. In this respect it allows the Buyer to request the original reports from its subcontractors, and agrees that the latter may send them directly to the Buyer.

When the Buyer learns of cases of fraud, suspicious practices or counterfeiting committed in a company, and if the Supplier uses or has used the said company as a subcontractor for the Buyer's orders, it is entitled to ask the Supplier to provide a list of the part numbers and orders concerned within twenty-four hours.

When cases of fraud, suspicious practices or counterfeiting are detected in its own activities or in its subcontracting chain, the Supplier shall:

- inform the Buyer and where appropriate the Safety Authority as soon as it becomes aware thereof,
- assess the extent of such practices (duration, volume, etc.) and their causes, and take all the corrective action needed to avoid them recurring. The Buyer, and where appropriate the Safety Authority, must be notified forthwith of the results of these assessments and the corrective action taken by the Supplier.

29.3. At the earliest opportunity, the Supplier shall replace the Goods/components and/or Service/Deliverable marred by suspicious practice, fraud or counterfeiting in order to bring them into compliance with the stipulations of the Order.

29.4. Due observance of the provisions of this clause in no way dispenses the Supplier from due observance of its contractual obligations and applicable law. Notwithstanding the above, the

Buyer may terminate the Order for Supplier's default and demand full compensation for damage.

30. ASSIGNMENT/SUBCONTRACTING

30.1. The Order is concluded by the Buyer in consideration of the Supplier's entity (intuitu personae). Accordingly, the Supplier shall personally fulfil its contractual obligations. Therefore, it may not transfer or assign the Order or any part thereof to a third party without the prior written consent of the Buyer. Should the Supplier breach such provision, the Buyer may terminate the Order forthwith as per Clause 34.1 hereunder.

30.2. In the event of transfer of the Order through a merger, demerger or spin-off, and prior to any such operation, the Supplier shall notify the Buyer, who shall be entitled decide to terminate the Order;

If the Buyer decides not to terminate the Order, the Supplier shall personally stand surety for the proper performance of the Order. When the Buyer agrees to such transfer or assignment of, an amendment to the Order shall be issued.

Notwithstanding any clause to the contrary, a direct or indirect change of control of the Supplier within the meaning of article L233-3 of the French Commercial Code shall, prior to performance of the operation, be notified to the Buyer, who may decide to terminate the Order.

30.3. The Supplier may not subcontract all or part of the Order without the Buyer's prior written consent. If subcontracting is allowed by the Buyer, the Supplier shall remain fully liable for the proper performance of the Order.

30.4. The Buyer may assign all or part of the Order.

31. SUSPENSION OF THE ORDER

The Buyer may for its convenience decide to suspend the performance of all or part of the Order by sending the Supplier written notice thereof taking effect ten (10) Days after receipt thereof by the Supplier. In the event that part of the Services and/or Goods have already been performed, the Supplier undertakes to keep such part of the Services and/or Goods and where appropriate store it at its cost and risk for a period not exceeding six (6) months. If the suspension lasts for more than six (6) months, the Parties shall consult each another to find a suitable solution or if applicable to decide to terminate the Order.

The Supplier must be given written notice of resumption of the performance of the Order.

32. SECURITY AND ACCESS TO THE IT SYSTEM

32.1. The Supplier represents that it is familiar with applicable laws governing computer security, in particular those concerning computer hacking, fraudulent intrusion, unlawful presence in a system, intentional disruption of the operation of the system, fraudulent acts on data, and undertakes to comply with them.

In the event of unlawful or unauthorized access and/or use of data and/or IT system of the Buyer, or if such an event is suspected, the Supplier undertakes to alert the Buyer of such a Security Incident in writing as soon as it becomes aware of it and/or is notified of it by an authority directly or indirectly controlling it. In such a case, the Supplier must take all appropriate measures it deems necessary to protect its data and/or IT system, including but not limited to suspension of any connection and/or blocking of any access. In no case will the Buyer be held responsible for the consequences of deterioration of the quality of the Goods and/or Services as a result of measures taken in the above conditions.

In the event of unlawful or unauthorized access and/or use of the data and/or IT system of the Supplier, or if such an event is suspected, the Supplier undertakes to alert the Buyer of such a Security Incident in writing as soon as it becomes aware of it and/or is notified of it by an authority directly or indirectly controlling it

32.2. For any access to the Buyer's IT system, the Supplier shall comply (and shall ensure its personnel comply) with all the security conditions required to perform the Order, if applicable as

stipulated in the Special Conditions, such as the applicable conditions of access to the Site concerned and to the Buyer's IT system, which the Supplier has been informed of in writing and has taken cognizance of before commencing any work.

The Buyer only authorizes the Supplier to access the Buyer's IT system for the sole purposes of performance of the Order.

The Supplier shall not use the software other than the ones it has communicated to the Buyer and that have been duly authorized by the Buyer. The Supplier shall take all necessary precautions to avoid introducing a computer virus into the software, updates and new versions provided to the Buyer, and shall take appropriate measures if it notices the existence of such a virus.

33. ARCHIVING TECHNICAL DOCUMENTS

Notwithstanding the application of regulatory requirements and unless otherwise specified in the Order, the Supplier undertake to archive, at its own expense, all documents, notably the reports, studies, plans, drawings, files, etc., on any medium whatsoever, relating to performance of the Order for a period of ten (10) years.

34. TERMINATION

34.1. In the event of a failure by the Supplier to perform any of its obligations of the Order, whether in whole or on part (i) the Buyer may suspend the payment of any amount due until the Supplier has remedied its failure and (ii) the Order may be terminated as of right by the Buyer through registered letter, acknowledgement of receipt requested if the Supplier has not remedied such failure within fifteen (15) Days of being served notice to remedy, without prejudice to liquidated damages for delay and any other liquidated damages which the Buyer may claim to the Supplier as a compensation for loss suffered by the Buyer, as well as the reimbursement of any down payment or advance payment paid by the Buyer.

In case of termination, in order to allow the Buyer to perform all or part of the Order and/or have it performed a third party, the Supplier undertakes, according to the Buyer's requirements, to (i) provide the Buyer and/or the third party, at no additional cost, with all plans, drawings, information, technical specifications, tools, diagrams, sketches, models, manuals, calculation code, moulds, etc., as well as any other document used and/or developed by the Supplier in connection with the Order and/or necessary to continue performing the Order (hereafter the "Documents"), and (ii) grant to the Buyer, free of charge, for the period of validity of the intellectual property rights, a non-exclusive right of use, with a right to sub-license to any third party as the Buyer may choose, on the Documents on the intellectual property attached to such Documents, held by the Supplier and which are necessary for the Buyer and/or the third party to continue performing the Order.

The Supplier also undertakes, upon request of the Buyer and at no additional cost, to train in its premises, a representative of the Buyer and/or of the third party in order to supplement the information thus provided for by the Supplier.

34.2. In the absence of any Supplier's failure, the Buyer is entitled to terminate the Order at any time, in whole or in part, subject to giving the Supplier fifteen (15) Days' notice thereof by registered letter with acknowledgement of receipt in either of the two following cases (it is specified that as from receipt of the said letter, the Supplier shall not place any new purchase orders):

- a) in case of termination, non-renewal or suspension of the contract between the Buyer and its Customer. In such cases, the Supplier shall be entitled to payment for all the completed parts of the Order and the direct and irrevocably committed costs in connection with the Order at the date of termination, upon due substantiation of such costs, minus any advance payments already paid;
- b) or for the Buyer's convenience, in which case, the Supplier will be paid for the completed parts of the Order and the direct and irrevocably committed costs in connection with the Order at the date of termination, upon due substantiation of such costs. In such cases, the Supplier shall, in full and final settlement, be entitled to damages for a maximum amount of five per cent (5%) of the price of the remaining part of the Order to be performed.

In any event, in either of the cases of termination referred to in Clause 34.2, the Supplier shall not be entitled to any other indemnification than the one specifically stipulated therein.

35. REVERSIBILITY

35.1. In the event of termination of the Order for any reason whatsoever, the Supplier undertakes to ensure Reversibility thereof as specified hereafter, to enable the Buyer to resume (or have resumed) supply of the Goods and/or provision of the Services in the best possible conditions by any third party of its choice.

35.2. Subject to any special procedures stated in the Order, the Reversibility operations include among others:

- a) the return of all documents and elements made available to the Supplier by the Buyer, as well as the Deliverables resulting from production of the Goods and/or provision of the Services; the Supplier undertakes that it shall not retain any copies on any medium whatsoever;
- b) all the information necessary to the Buyer to enable it to prepare Reversibility. This information shall be assembled in a Reversibility file describing the respective tasks to be carried out by the Supplier on the one hand, and by the Buyer or the third parties on the other hand, to ensure Reversibility;
- c) the training of the the new teams responsible for ensuring continuation of the Goods and/or Services;
- d) the Supplier's assistance, in parallel to the ongoing implementation of the Goods and/or Services, in order to allow the Buyer or the designated third party to acquire knowledge. This task consists in enabling the Buyer or the designated third party to familiarize itself with the Goods and Services in their latest known state, as well as the methods and tools used by the Supplier to perform the Order. The Supplier shall communicate all the information and characteristics required to resume the performance of the Order.

35.3. During implementation of Reversibility and up to the effective date of transfer of all the Goods and/or Services:

- a) performance of the Order proceeds, where applicable, and the Supplier undertakes to ensure the continuity of the Goods and/or Services in accordance with the terms and conditions of the Order,
- b) invoicing of the Goods and/or Services and the related payments continue until that date, as provided for in the Order.
- c) The Supplier undertakes to maintain the personnel needed for due performance of the Order for the duration of Reversibility operations, both in number and in quality.
- d) The Supplier will only be discharged from its obligations in respect of the Order after the signature by the Supplier and Buyer of a Reversibility acceptance report.
- e) Should the Reversibility is launched by the Buyer in case of termination of the Order further to a failure by the Supplier to perform any of its contractual obligations, all the Reversibility operations, including assistance services, shall be under the Supplier's responsibility at its costs.

36. CONTINUITY OF SPARE PARTS

The Supplier shall warrant and justify, for the spare parts of the Goods supplied under an Order:

- their interchangeability,
- their functional compatibility, and
- the continued qualification of the Goods for which the Supplier is responsible for development and qualification.

If the Supplier is no longer able to supply the Buyer with the spare parts or any equivalent parts needed to keep the Goods in working order, it shall:

- so inform the Buyer with a one year prior notice before the production is stopped,
- offer in priority the Buyer the spare parts in stock,
- diligently transfer to the Buyer, or to any third party designated by the latter, all the knowledge, expertise and rights needed to manufacture the spare parts.

This obligation remains in force for ten (10) years after the date of acceptance of the Goods specified in the Order.

37. GOVERNING LAW

The Order is governed by French law, to the exclusion of any conflict-of-law rules incompatible with this choice of law. The Parties expressly waive application of the Vienna Convention of 11 April 1980 on the International Sale of Goods.

38. DISPUTE RESOLUTION

In the event of disagreements concerning inter alia the validity, interpretation, and performance of the Order, the Parties shall seek to settle such dispute amicably. If no amicable settlement can be found within thirty (30) calendar days of the plaintiff serving notice to the other Party, the matter will be exclusively referred to the competent courts of Paris (France) according to the nature of the dispute, including in case of summary or emergency proceedings and other interim measures.

The performance of the Order shall continue with due diligence during negotiations on an out-of-court settlement of the dispute or during any legal or arbitral proceedings, provided that performance of the disputed part of the Order may only continue if and inasmuch as the Buyer so demands. No payment by the Buyer to the Supplier will be accepted on the grounds of judicial proceedings, any dispute resolution proceedings or any arbitral award, pending the final decision, unless such a payment relates to or is the subject of such dispute.

39. MANAGEMENT OF PERSONAL DATA

Each Party guarantees the other Party due observance of its statutory and regulatory obligations under legislation governing the protection of personal data, in particular the French data protection act (loi informatique et libertés) no. 78-17 of 6 January 1978 amended, on information technology, databases and civil liberties, and Regulation (EU) No 2016/679 of 27 April 2016 of the European Parliament and of the Council on the protection of natural persons (GPRD) with regard to the processing of personal data and on the free movement of such data.

Each Party shall ensure the security and confidentiality of the personal data.

The Supplier shall be the “processor” within the meaning of legislation governing the protection of personal data when it processes personal data in connection with the Order on behalf of the Buyer (for instance, consulting files containing personal data, maintenance operations enabling access by any means to the personal data held by the Buyer, data storage, etc.).

39.1. Preliminary formalities

Each Party, when qualified as (data) controller, shall personally accomplish all the preliminary formalities required under legislation governing the protection of personal data.

However, in its capacity as processor, the Supplier shall assist the Buyer in accomplishing all such formalities concerning the shared processing of personal data:

- Before processing personal data, an impact assessment of data protection must be carried out jointly by the Parties to the Order. The Supplier undertakes provide the Buyer with all the information needed for such an assessment, offer its advice and assistance, and alert to the risks arising in the processing of personal data or the purpose of such processing. This assessment shall be appended to the Order.
- The Supplier shall assist the Buyer in any prior consultation of the CNIL (the French data protection authority) or any other regulator, when required.

39.2. Supplier's obligations

In its capacity as (data) processor, the Supplier undertakes to take all necessary measures to ensure that it, its personnel and any subcontractors used for Order, meet the obligations stated in the Order, and more particularly:

1. process of data only for the purpose(s) of this Order; in particular, the Supplier shall not consult or process any data other than data needed to perform the Order, even if access to such data is technically possible;
2. process data only and in accordance with the Buyer's documented instructions included in this Order, and with any modifications subsequently made thereto. If the Supplier considers that an instruction contravenes legislation governing the protection of personal data, if so, the Supplier inform the Buyer forthwith. Moreover, if the Supplier is required to transfer data to a third country or an international organization pursuant to applicable legislative or regulatory provisions, the Buyer must be informed by the Supplier of this legal obligation;
3. take all necessary and appropriate technical and organizational measures as stated in the Order to ensure and guarantee security of data, as specified by the impact assessment if it has been carried out, in particular:
 - the pseudonymizing and encryption of personal data,
 - the constant confidentiality, integrity, availability and resilience of the processing systems and services,
 - any measure preventing any indirect, malicious or fraudulent use of the processed data and files unrelated to the purpose of the Order,
 - means for restoring the availability of personal data and access thereto within a reasonable time in the event of a physical and technical incident,
 - a procedure designed to test, analyse and regularly assess the effectiveness of the technical and organizational measures to ensure processing security.
4. guarantee the confidentiality of personal data processed in connection with this Order; and in this respect, not disclose any of the processed data to any unauthorized third parties in any form whatsoever;
5. ensure that persons authorized to process personal data by the Order undertake to:
 - respect confidentiality or be bound by an appropriate legal non-disclosure obligation and,
 - receive the necessary completion on the protection of personal data;
6. with regard to its tools, products, applications or services, comply with the principles of data protection at design time and the protection of data by default;
7. not insert any data unrelated to that entrusted by the Buyer in its data processing, or copy or store data other than that authorized in respect of the Order, or rent or sell such data without the Buyer's permission;
8. when the Order ends for any reason whatsoever, return the data to the Buyer on a reliable tangible storage medium agreed on by the Parties. On returning such data, the Supplier shall destroy all existing copies thereof in its information systems and produce written proof of such destruction;
9. provide the Buyer with any information demonstrating that it has met its obligations concerning the processing of personal data to allow audits and inspections to be carried out by the Buyer or another auditor engaged by the latter, and contribute to such audits;
10. notify the Buyer's designated technical contact for this Order in writing of any breach of personal data at the earliest and within no more than seventy-two (72) hours of becoming aware thereof. Such notification must be accompanied by any relevant documentation enabling the Buyer, if necessary, to notify such a breach to the competent supervisory authority. The notification to the Buyer must at least include:

- a description of the nature of the breach of personal data, if possible including the categories and approximate number of data subjects affected by the breach and the categories and approximate number of personal data records concerned;
- the name and contact details of the Data Protection Officer or another point of contact at the Supplier's from whom any additional information can be obtained;
- a description of the probable consequences of the breach of personal data;
- a description of the measures the Supplier has taken or proposes to take to remedy the breach of personal data, including where applicable any measures required to mitigate any negative consequences thereof.

11. Moreover, the Supplier undertakes to:

- when collecting their data, inform the data subjects that it is processing their data in the form and format agreed with the Buyer;
- help the Buyer meet its obligation to accede to the data subjects' requests for exercising their rights with regard to their data: rights to access, to rectification, to erasure, to be forgotten, to restriction of processing, to data portability, and the right to object to automated individual decision-making. In instances where the requests of data subjects are addressed directly to the Supplier, the latter respond to them and shall then inform the Buyer thereof;
- send the Buyer the name and contact details of its Data Protection Officer, if it has appointed one. Failing which, send the Buyer the name and contact details of its personal data protection expert;
- keep a written register of all the categories of processing activities carried out on behalf of the Buyer, including all the wordings meeting the requirements of legislation governing the protection of personal data.

39.3. Buyer's obligations towards the Supplier

In its capacity as data controller, the Buyer undertakes to:

- i. provide the Supplier with a fact sheet of the processing of personal data for performance of this Order. This description shall among other things include:
 - a. the nature of operations carried out on the data,
 - b. the purpose(s) of the processing,
 - c. the personal data processed,
 - d. the categories of data subjects.
- ii. document in writing any instruction concerning the data processed by the Supplier;
- iii. before and during the processing, ensure due observance of legal obligations governing data protection on the part of the Supplier;
- iv. supervise the processing, and carry out audits and inspections of the Supplier.

39.4. Data transferred outside the European Union or to a country that does not have an adequate level of personal data protection

The Supplier may only transfer personal data to third countries or international organizations that have an adequate level of personal data protection as determined by a decision of the European Commission. However, the Supplier may transfer personal data to a third country not benefitting from a Commission decision provided that the third country in question has an adequate level of protection, and do so without the permission of a regulatory authority as of May 25th, 2018, when the Supplier provides appropriate guarantees of protection of personal data, and more particularly when the Supplier produces evidence of due observance of the Binding Corporate Rules laid down by legislation on the protection of personal data, or when its transfers of personal data include the standard contractual clauses of the European Commission.

In any event, the Supplier may not transfer personal data to a third country or international organization without the prior written consent of the Buyer.

39.5. Processors

The Supplier may use the services of an external processor for the processing of specific personal data. In this event, it must inform the Buyer in advance and in writing of any change under consideration concerning the addition or replacement of any processor. This information must clearly state the subcontracted processing activities, the technical and organizational measures planned, the identity and contact details of the processor and the dates of the subcontracting agreement.

Before subcontracting, the Supplier must obtain the Buyer's written consent.

Due observance of this Clause 39 "Management of Personal Data" is an essential obligation binding upon the Supplier, who must include undertakings at least equivalent to those set out in the said clause in contracts with its subcontractors.

The processor is required to meet the obligations of the Order. It is up to the Supplier to ensure that the processor presents the same adequate guarantees regarding the implementation of appropriate technical and organizational measures, in such a way that the processing meets the requirements of legislation governing the protection of personal data. If the processor does not meet its data protection obligations, the Supplier retains full responsibility towards the Buyer for the processor's fulfilment of its obligations.

40. OTHER PROVISIONS

- 40.1.** The Supplier acknowledges that the Buyer's names and trademarks are the latter's property. The Supplier undertakes not to use them in any context whatsoever, inter alia including but not limited to for testimonial or advertising purposes, without the express prior written consent of the Buyer.
- 40.2.** In case of difficulty in interpreting any of the titles, headings or wording of the Clauses herein, the titles will be deemed non-existent.

- 40.3. It is expressly agreed that the Order represents the entire agreement between the Parties and cancels and replaces any prior communications, statements, verbal and/or written guarantees between the Parties concerning the same purpose.
- 40.4. If any of the Clauses in these General Terms and Conditions of Purchase become null and void, such nullity shall not affect the rest of these General Terms and Conditions, and the Parties agree to replace any voided Clause with a valid Clause having a purpose and economic effects as similar as possible to the voided Clause.
- 40.5. If a Party fails to require strict performance of any particular provision in these General Terms and Conditions of Purchase, such failure shall not be construed as a waiver to enforce its rights under such provision or under any other provision of these General Terms and Conditions of Purchase whether identical or not.
- 40.6. No delay or omission on the part of the Buyer in exercising its rights shall constitute a waiver of any of its rights under these General Terms and Conditions of Purchase or be construed as such and, in any event, shall not prejudice any of the Buyer's rights under these General Terms and Conditions.
- 40.7. The limitation period for any action between the Parties concerning the Order is set at ten (10) years.
- 40.8. Clauses 19 (Intellectual Property), 20 (Confidentiality), 22 (Liability – Insurance), 37 (Governing law), 38 (Dispute resolution) and 40 (Other provisions) of these General Terms and Conditions of Purchase will continue to apply after termination or expiry of the Order for any reason whatsoever.
