

**TRONICO**  
**GENERAL TERMS AND CONDITIONS OF SALE**

THE FOLLOWING GENERAL TERMS AND CONDITIONS OF SALE (hereinafter referred as “GTCs”) SHALL GOVERN THE SUPPLY BY TRONICO OF SERVICES TO THE PURCHASER UNDER THE CONTRACT. NOTICE OF OBJECTION TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IS HEREBY GIVEN, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING.

**ARTICLE 1. DEFINITION**

In these GTCs the following capitalized terms whether in singular or plural shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings stated as follows:

“**Affiliate**” means with respect to any Party, any legal entity which directly or indirectly (i) Controls, or (ii) is Controlled by, or (iii) is under common Control with such Party. For the purpose of this GTCs, the term “**Control/Controlled**” shall mean the ownership, whether directly or indirectly (i) of more than fifty percent (50%) of the share capital and/or voting rights of said Party, or (ii) of the right to appoint a majority of members at the board of directors of that Party.

“**Background Knowledge**”: means all knowledge, whether patentable or not, methods, documents, Know-How, software, data, and any document(s) (such as but not limited to data bases or any other kind of data gathering, all reports, plans, drawings, specifications, processes), whatever their media (specifically paper or digital technology), including any intellectual property rights attached hereto (such as but not limited to patents, designs, copyrights etc.), which a Party owned (or is the holder of a license, as the case may be) prior to the effective date of the Contract or which have been developed or acquired by such Party independently from any performance of the Contract.

“**Confidential Information**” means any and all information and data, disclosed directly or indirectly by or on behalf of Supplier (the “Disclosing Party”) to the Purchaser (the “Receiving Party”), in whatever form (particularly orally, electronically or in written form), whether furnished or learned under the Contract, or to which the Purchaser may have access in the context of this Contract, and the Intellectual Property Rights therein made or acquired by the Supplier or its subcontractor prior to or during the performance of the Contract.

The term “Confidential Information” shall include particularly any information or data of scientific, technical, technological, social, commercial, financial, legal nature or of any other nature whatsoever, whether protected by intellectual property rights or not, such as but not limited to plans, design, drawings, specifications, processes, Background Knowledge, Results, design, methods, studies, software, prices, or names of clients or partners.

“**Contract**” means any agreement, contract or purchase order entered into by and between the Purchaser and the Supplier. The Contract is composed of the following contractual documents:

- (i) Supplier’s order acknowledgment of receipt including the reserves of Supplier,

- (ii) Purchase order and its appendix(ces), excluding the terms and conditions of purchase or any equivalent terms and/or excluding any provision or terms appearing in, incorporated in or referred to in or attached to Purchaser’s purchase order and Purchaser’s documents,

- (iii) the present GTCs,

- (iv) Technical Specification,

- (v) Supplier’s offer.

The contractual documents shall be taken as mutually explanatory. In the event of ambiguities or discrepancies, each document shall prevail in the above order of precedence.

“**Supplier**” means TRONICO or any of its Affiliates, as specified in the Contract, and includes the legal successors and permitted assignees of the Supplier.

“**Day**” means calendar day.

“**Documentation**” means all the documents, among which the Technical Specification and their content transmitted by the Supplier to the Purchaser under the Contract and related to the Services.

“**Force Majeure**” or “**Force Majeure Event**” shall mean any existing or future exceptional event, circumstance or condition objectively preventing directly or indirectly a Party from performing its obligations incurred under the Contract, and :

- (i) which is beyond a Party’s control and influence;
- (ii) which was not possible to predict and/or foresee at the time of the conclusion of the Contract even with the use of professional care;
- (iii) which a Party could not reasonably have avoided or overcome in whole or in part;
- (iv) Responsibility for such an event or circumstance is not attributable to a Party.

Force Majeure Event includes but is not limited to exceptional events or circumstances listed below, subject to satisfaction of conditions of article 19 below:

- (i) Natural catastrophes, epidemics, earthquakes, floods, lightning, tempest, nuclear incident,
- (ii) Industrial actions, strikes (or labour action having the Character of a strike), lockouts, slow-downs, blockades,
- (iii) War or war-like hostilities, mobilization or general military call-up, revolutions or riots, acts of public enemy, sabotage, terrorism, piracy,
- (iv) Fire,
- (v) Restrictions by actions, omissions or interventions of public authorities (including but not limited to Change of Law, Change of Regulations, regulations of import/export, embargos, security restrictions) resulting in the performance of this Contract becoming fully or partially impossible or

illegal, or delay or failure by any public authority to issue licenses, permits or authorizations of any kind whatsoever

**“Intellectual Property Right”** means any and all intellectual property rights, including applications and rights to apply for protection and renewal of such rights, in any part of the world, whether registered or not, including but not limited to patents, rights in domain names, trademarks, business and trade names, logos, or other forms of corporate or product identification utility models, works of authorship, copyrights and other rights in works of authorship, database rights and related rights, know-how etc.

**“Party” or “Parties”** means either or both the Purchaser and/or the Supplier, as the case may be.

**“Purchaser”** means any legal entity entering into a Contract with the Supplier.

**“Results”** shall mean all knowledge, whether patentable or not, methods, Know-How, data, software, and any document(s) (such as but not limited to data bases or any other kind of data gathering, all reports, plans, drawings, specifications, processes) whatever their media (specifically paper or digital technology) including any Intellectual Property Rights attached thereto which have been created or issued by the Supplier during performance of the Contract.

**“Services”** means all or part of the services (which may include sale of supplies and/or products) provided by the Supplier to the Purchaser under the Contract.

**“Site”** means the place upon which the Services are to be performed as may be specified under the Contract.

**“Tax”** shall mean any present or future tax in relation with the Contract including, without limitation, any stamp duty, sales, use, value added and services tax including surcharge, cess and other additional levies imposed from time to time, levy, import duty, charge, fee, deduction of whatever nature, value added tax, works contract tax, sales tax, stamp tax, octroi, entry tax, special entry tax, customs duty, import duty, excise duty, property tax, withholding tax, registration fee or license, which is levied, collected, assessed or imposed by a government authority at any time, and any interest, penalty, charge, fee or other amount imposed, collected, withheld, assessed or made on or in respect of any of the above.

**“Technical Specification”** means technical documentation to which the Services shall be compliant with, as defined in under the Contract.

## ARTICLE 2. GENERAL

**2.1** The present GTCS shall govern the offer made by the Supplier, as well as the sale Contract, if any, signed between the Purchaser and the Supplier for the supply of Services.

**2.2** The scope of Services shall be determined in the Contract. Any exceptions to the present GTCs shall apply only if and when expressly accepted by the Supplier in writing, in accordance with article 24 of the GTCs. The general conditions of purchase of the Purchaser shall not be applicable neither to the Supplier’s offer, nor to the Contract.

## ARTICLE 3. EFFECTIVENESS

**3.1** The Contract shall become effective upon the fulfilment of the last of the following conditions:

- (i) signature of the Contract by both Parties;
- (ii) receipt of the agreed down payment by Supplier, if any;

(iii) obtaining of any requisite approval of competent governmental authorities for the performance of the Contract by the Purchaser, if need be.

**3.2** If the Contract does not become effective within forty-five (45) Days from date of the signature of the Contract, Supplier shall be entitled to renegotiate the terms and conditions of the Contract (such as but not limited to price, resource availabilities, schedule etc.).

## ARTICLE 4. PRICE - TAXES

**4.1** The Contract price shall be stated in the Contract.

**4.2** All prices, as well as all amounts to be paid to the Supplier in connection with the Contract, are exclusive of any Taxes, levies, imposts, duties, charges, fees or withholdings of any kind which may be levied or withheld in relation with this Contract, Services supplied by Supplier, its subcontractors and their respective employees. Such Taxes shall be borne by Purchaser in addition to the price. Taxes shall be paid directly by Purchaser to the competent authorities. In the event the Supplier is obligated to pay them, the Purchaser shall refund the same within thirty (30) Days from the receipt of the relevant documents justifying payment thereof. Any tax adjustment, penalty or late payment due as result of wrong information by the Purchaser, Purchaser shall reimburse it within thirty (30) Days from receipt of evidence of payment.

## ARTICLE 5. INVOICING AND PAYMENT

**5.1** The terms and conditions of invoicing and payment shall be stated in the Contract.

**5.2** Services will be invoiced by the Supplier based on work performed as specified in the Contract.

**5.3** All payments shall be effected free of charge and in the manner specified in the Contract, in accordance with the offer or in absence of such information within thirty (30) Days from the date of invoicing, net and free from any discount, with no deductions, withholdings or other charges of any kind whatsoever regardless of any disputes, litigation, compensation, clearing and / or discussion between Supplier and Purchaser. Except otherwise stipulated in the Contract, payments shall be made by bank transfer.

**5.4** Should the Purchaser fails to make any payment when due to the Contract, the Supplier shall have the right to suspend its obligations under the Contract, without incurring any liability, as defined in article 20 of the GTCs. The Purchaser shall pay interest on the amount of each delayed payment, without prejudice to Supplier’s other rights. The interest shall be calculated at a rate of three (3) months EURIBOR from the date of payment shall have been performed increased of 5%.

**5.5** If the event conditioning any payment is delayed for a period of more than thirty (30) Days, for the reason not attributable to the Supplier, and unless otherwise provided in the Contract, the Supplier shall have the right to issue the related invoice and Purchaser shall settle the same within thirty (30) Days. The Supplier will perform its related obligation as soon as possible after the delayed event has taken place.

## ARTICLE 6. OBLIGATION OF THE PURCHASER

Notwithstanding any other obligation of the Purchaser in this Contract, the Purchaser shall fulfil the following obligations towards the Supplier:

- (i) Provides in due time to Supplier, any complete, clear and correct information, data, drawings, plans, documents, authorization, approvals, instructions or any other information necessary to the performance of the Services under the

Contract. Supplier shall be entitled to rely without further inquiry on such information, data, drawings, plans, documents, authorization, approvals, instructions, and shall not be liable for any error which can result from them.

(ii) duly pay the Contract price to the Supplier for carrying out the Services under this Contract, in accordance with the Articles 4 and 5 of these GTCs and the terms of the Contract.

## ARTICLE 7. LICENSES, PERMITS AND AUTHORIZATIONS

The Purchaser shall be responsible and in charge of its own cost, except in France, for requesting, obtaining and maintaining in full force all required licenses, permits and authorizations necessary to the performance of the Contract. Purchaser shall give all reasonable assistance to Supplier in obtaining any work permit, visa and similar document which the Supplier may require at no cost to the Supplier. Purchaser shall obtain, without any additional cost for the Supplier, all necessary import authorization from the relevant customs authorities.

7.1 For the Services performed on Purchaser's Site, Purchaser undertakes to enable Supplier and its subcontractors to have access to the Site, to provide all access authorizations, Site regulations, and to inform Supplier of all the obligations for Supplier resulting from the application of Site regulations. Purchaser shall provide, without costs to Supplier, all installations and services (including offices, commodities, water, electricity, phone) and all the materials, tools and equipment (other than those provided by Supplier as defined in the Contract) necessary for the performance of the Services, as well as the related documentation. Purchaser shall provide free of charge the Supplier's employees with necessary training to use the materials, tools and equipment necessary for the performance of the Services. Supplier shall not be held liable for normal wear and tear and/or any damages to these installations/tools/equipments resulting from their use in professional workmanship.

7.2 Purchaser undertakes that the Services that it provides comply with the applicable law and regulation in force in the Purchaser and the Supplier's country at the date of their hand over, including the health, safety regulation and protection of environment. Supplier shall be entitled to suspend the performance of its obligations in case the services are not compliant with health, safety regulation and protection of environment.

7.3 Any discrepancy between that information and the actual Site conditions having an impact on price, scope, time or other aspect of the Contract shall be borne by Purchaser.

7.4 Purchaser grants to remove any physical obstructions or conditions that prevent or delay the performance of the Services.

7.5 If Supplier's employees cannot perform their obligations under the Contract, for reasons not attributable to Supplier, all the resulting costs shall be at Purchaser's charge.

## ARTICLE 8. APPROVALS OF DOCUMENTS

8.1 Drawings and any other documents submitted by the Supplier to the Purchaser subject to approval, as may be specified in the Contract, shall be approved by the Purchaser within seven (7) Days from their submission date by the Supplier.

8.2 In the event the drawings and or/documents submitted by the Supplier do not comply with the Technical Specification, the Purchaser may require the Supplier to remedy them within a period of time to be agreed between the Parties. Modified documents shall be resubmitted for approval under the same conditions.

8.3 Should the Purchaser fail to expressly approve, reject or make substantiated reservation to such drawing and/or documents within the time period mentioned in Article 6 of the GTCS, the approval shall be deemed as granted.

## ARTICLE 9. ACCEPTANCE - DELIVERY

### 9.1 Acceptance Procedure

9.1.1 Unless otherwise provided in the Contract, the Supplier shall notify the Purchaser the completion of the Services. Within seven (7) Days from the notification of the completion of the Services by the Supplier, the Parties shall contradictorily perform the conformance inspection and tests in accordance with Technical Specification and Supplier's tests plan at the Supplier's place, unless another place is specified in the Contract. Only the tests listed in the Contract shall be performed.

9.1.2 If the Purchaser fails to attend the inspection, the Supplier shall be entitled to proceed to the inspection and tests in his absence and a report shall be handed over to the Purchaser. The inspection and tests shall then be deemed accepted as accurate.

9.1.3 Minor defect or items not materially affecting the safe operational / commercial use of the Services shall not prevent issuance and signature of the acceptance report by the Parties. In event of substantial reserves made by the Purchaser during the tests affecting the safe operational / commercial use of the Services, Supplier shall take the necessary steps to correct the corresponding error or defects and the tests shall be repeated as provided in this article.

### 9.2 Acceptance Report

9.2.1 After completion of tests, the acceptance report shall be signed by the Parties.

9.2.2 Notwithstanding any provision to the contrary, the Services shall be deemed to have been accepted (and the corresponding report shall be deemed to have been issued) at the first occurrence of the following events:

- Purchaser fails to sign acceptance report or make substantially reserves within three (3) Days after inspection; or
- any partial or total use or putting into commercial operation of Services by the Purchaser or third parties.

In such case, acceptance report signed by the Supplier alone shall have all effect of the acceptance provided under the Contract.

## ARTICLE 10. TRANSFER OF TITLE AND RISK

Title of the Services shall pass from Supplier to Purchaser upon complete payment of all amounts contractually due by Purchaser, including but not limited to the penalties for delayed payment.

## ARTICLE 11. EXTENSION OF TIME - DELAY

11.1 Supplier shall be entitled to an extension of time if Supplier is delayed in completing the Services by any of the following causes:

- any delay, impediment or prevention caused by or attributable to acts or omissions of the Purchaser or third parties;
- the failure of the Purchaser to perform any of his obligations under the Contract,
- Force Majeure,
- change in laws and regulation as provided in ARTICLE 24 GTCS;
- suspension otherwise than by reason of Supplier's default;
- Purchaser's instruction, otherwise than by reason of the Supplier's default.

Purchaser shall grant such extension of time following written notice of the circumstances of the claim by the Supplier and shall pay the additional cost and any other adjustment of price mutually agreed.

11.2 Unless otherwise provided in the Contract, any delay attributable to the Supplier shall not constitute a material breach giving rise to the termination of the Contract.

## ARTICLE 12. WARRANTY WITH RESPECT TO SERVICES

### 12.1 Warranty principle

Supplier warrants, at the date of signature of the Contract, that Services, excluding any as may be performed under the direction or supervision of Purchaser, will be performed in a professional manner consistent with the standards of quality, care and practice typical within the relevant industry at the time of performance for similar services and in accordance with applicable law and conditions specified in the Contract. Such warranty will be effective for a maximum period of twelve (12) months from the date of acceptance report as provided in article 9.2 of the GTCS.

Any such Services performed by Supplier which do not conform to Supplier's above-stated warranty obligation will be re-performed by Supplier at Supplier's expense.

### 12.2 Call for warranty and conditions of warranty

As soon as non-conformance or defect is found or revealed in the the Services, Purchaser shall:

- Promptly provide a written notice to Supplier and in any case within ten (10) Days from the date the failure is detected by Purchaser and in no event later than ten (10) Days after expiration of the aforesaid warranty period. The written notice shall include the nature, non-conformance or the defect discovery. In the case the Purchaser fails to notify the Supplier in the time schedule specified hereinabove of a defect, which may cause damage to the Services, Supplier shall not be liable for any damage which could have been avoided if the notice had been given in accordance with the terms and conditions specified hereinabove.
- Evidence that the said defect or non-conformance is Supplier's sole and exclusive liability. Should the defect or non-conformance of the Services not be Supplier's sole and exclusive liability, the detection and/or determination of remedy of the defect or the non-conformance shall be at Client's cost.

12.2.1 The warranties and remedies set forth above will apply only if notice of claim is given to Supplier in accordance with the requirements specified article 10 of the GTCS and the following additional obligations of Purchaser are complied with:

- a. Purchaser shall be obligated at its own expense to provide access to the area of work or any parts which are to be repaired or replaced.
- b. Purchaser shall, at no expense to Supplier, provide site personnel, facilities, data and information to assist in any activity which may be required of Supplier under this warranty.

12.2.2 When a replacement, repair or modification of the Services has been performed, the defective part or component of the Services shall be re-warranted under the same conditions as described in the Contract, for an additional time of three (3) months from the date of replacement, repair or modification of

the Services. Such additional warranty shall apply exclusively to the defective part or component of the concerned Services.

12.2.3 Except for costs necessary for the reparation, modification or replacement of the defective Services, all other direct and indirect costs and expenses arising out or in connection with the operation of modification, replacement or reparation of the Services (including but not limited to manpower, packing, transport, customs, component and tools as mentioned hereinabove) shall be fully and exclusively borne by the Purchaser.

12.2.4 Supplier's warranty shall be excluded for any defect caused by:

- (i) the normal wear and tear on the Services;
- (ii) deficiencies attributable to design, material, manufacturing or erection techniques imposed or supplied by Purchaser;
- (iii) improper loading, unloading, handling, storage, installation, operation, monitoring the Services by Purchaser or any third parties;
- (iv) repair, alterations or modification of the Services by the Purchaser itself or any third party without the prior written consent of the Supplier;
- (v) flaws or degradation caused by a Force Majeure event or unforeseeable circumstances;
- (vi) failure, by the Purchaser or a third party, due to operation not in accordance with normal and proper use of the Services as specified by Supplier in the Contract or in excess of applicable ratings, limitations, or operating specifications for commissioning, operation and maintenance;
- (vii) Minor defects not affecting the normal use of the Services.

### 12.3 Warranty Disclaimer

the warranties and remedies set forth in ARTICLE 12 of the GTCs shall constitute the sole and exclusive warranties and remedies available to Purchaser and are in lieu of all other warranties or remedies of any kind, whether statutory, written, oral, express, or implied, including without limitation warranties of performance, merchantability and fitness for a particular purpose.

## ARTICLE 13. CONFIDENTIALITY

13.1 The Receiving Party commits to preserve at all times the confidential nature of the Confidential Information. Particularly, the Receiving Party commits to comply with the following:

- Not to use or copy any of the Confidential Information for any other purpose than as authorized under the Contract or without prior approval of the Disclosing Party in case the Receiving Party requests otherwise. The Receiving Party particularly undertakes not to use Confidential Information for any purpose contrary to the Disclosing Party's interest.
- Not to disclose in whole or in part, directly or indirectly, Confidential Information to any Affiliates of the Receiving Party unless prior written authorisation of the Disclosing Party is obtained and provided that such Affiliates do not carry out activities competing those of the Disclosing Party.
- Not to disclose in whole or in part, directly or indirectly, Confidential Information to any third party unless prior written authorisation of the Disclosing Party is obtained or required by any mandatory law.

- Not to circulate Confidential Information to any of its employees, or other authorized third parties as the case may be and as defined here-above other than on a strict "need-to-know" basis and for the purposes of the Contract and/or the delivery of the Services only.
- To keep on all the Confidential Information provided in written form all the confidential or proprietary marking, including, if any, on all authorized copies thereof.
- To treat Confidential Information in the same manner, and with at least the same degree of care, as it treats its own Confidential Information, but in any event with no less care than a reasonable standard of care so as to prevent any unauthorized access to, or use or disclosure or copy of, the Confidential Information.

13.2 The obligations of the Receiving Party, as defined above, shall not apply to any portion of Confidential Information where the Receiving Party is able to provide written evidence that such specific Confidential Information:

- is already in the public domain at the time of disclosure, or becomes public thereafter through no fault of the Receiving Party;
- is already known by the Receiving Party at the time of disclosure;
- is received by the Receiving Party from a third party legally and/or contractually authorized to disclose it;
- is developed independently by the Receiving Party without any use of the Confidential Information disclosed to it.

13.3 For avoidance of doubt, the fact that only part or a combination of individual characteristics of Confidential Information is embedded in broader information available to the public or in possession of the Receiving Party is not enough so that such Confidential Information falls under one of the exceptions referred hereinabove.

13.4 The Receiving Party will notify the Disclosing Party in writing, as much in advance as it is reasonably possible, of its need to make any disclosure of Confidential Information as may be (i) required by law, (ii) in response to a valid order by a court or other governmental body. Such notification shall specify the nature and the extent of the requested Confidential Information.

13.5 The Receiving Party shall make its best efforts and shall cooperate with the Disclosing Party, to the extent feasible, in order to prevent such disclosure or limit the content and the quantity of Confidential Information disclosed.

13.6 Receiving Party shall indemnify and hold the Disclosing Party harmless from any loss, expense or damage due to a breach by Purchaser, or any of their respective employee, or authorized third parties of any nature whatsoever of the obligation described in this article.

13.7 These confidentiality undertakings shall survive the expiration or termination of the Contract and shall last until said Confidential Information is in the public domain through no fault or omission by the Receiving Party.

## ARTICLE 14. – INTELLECTUAL PROPRIETARY RIGHTS

14.1 Subject to third party rights, Supplier shall retain ownership of its Background Knowledge and of all the Results.

14.2 Supplier grants to the Purchaser a royalty-free, non-transferable and non-exclusive licence to use (i) Supplier's

Background Knowledge used to perform the Services and/or necessary to use the Results and (ii) the Results provided by the Supplier under the Contract for the sole purpose of the Services normal operation and routine maintenance.

14.3 Within the limits specified below, such right of use of the Purchaser on Supplier's Background Knowledge and the Results includes the right to modify and adapt all or part of the Results of the Services for the sole purpose of normal operation and routine maintenance.

14.4 No further right of use shall be deemed to have been granted. The Purchaser is not allowed to use the Results for any other purpose than the defined purpose in articles 14.2. and 14.3 at the and shall not transfer or sub-license the Results to a third party without Supplier's prior written consent.

14.5 The Purchaser's right to use the Supplier's Background Knowledge and the Results is subject to the confidentiality undertakings of article 13 hereinabove.

## ARTICLE 15. INFRINGEMENT

15.1 Supplier shall indemnify and hold the Purchaser harmless against any and all claims or actions filed with or against the Purchaser as a result of the Services infringing upon intellectual property rights of a third party which was granted or registered at the effective date of Contract in the country of destination of the Services, provided that the infringement was not caused by:

- any use of the Services other than for the purpose indicated by or reasonably to be inferred from the Contract;
- the use of the Services in association or combination with any equipment, material or device not supplied by the Supplier.

15.2 This liability is conditional on the Purchaser:

- giving Supplier prompt notice of any claim, or threat of such claim, for infringement, which in no case shall be later than ten (10) Days of Purchaser's receiving such claim, and providing Supplier rights (at Supplier's expense) to conduct and control the defence of any litigation or negotiations in respect thereof and in such case providing all available assistance for the purpose of contesting any such claim or action,
- not making any admission which might be prejudicial to the Supplier nor settling any such claim or action without the prior approval of the same.

15.3 In case the Services or any part thereof furnished hereunder is held in any such suit or proceeding to constitute an infringement, Supplier shall, at its option and at its own expense, take one of following actions: (i) procure for Purchaser the right to continue using the said Services or part thereof, (ii) replace it with substantially equivalent non-infringing Services, or (iii) modify it so it become non-infringing.

Supplier's defence and indemnity, as provided herein, shall constitute complete fulfilment of all its obligations or liabilities to Purchaser with respect to any intellectual property infringement and shall constitute Purchaser's exclusive remedy in respect thereof.

## ARTICLE 16. LIMITATION OF LIABILITY

16.1 Notwithstanding anything to the contrary, the total and cumulative liability of the Supplier and/or its insurers arising out of, resulting from, or in connection with this Contract or from the performance, non-performance or breach thereof or from any cause whatsoever, whether based on the concerned Contract, tort or strict liability (including negligence) or otherwise, shall be limited to fifty (50%) percent of the price of the Services giving rise to the claim in the Contract.

16.2 Notwithstanding anything to the contrary, in no event and under no circumstances, whether based on contract, tort or strict liability (including negligence) or otherwise, shall the Supplier and/or its insurers, be liable to any person or entity (including the Purchaser) for any special, incidental, consequential or indirect damages, such as but not limited to loss of (or anticipated) revenues or profits, loss of production.

16.3 Purchaser shall cause its insurers to waive any rights of recourse against Supplier including its subcontractors and their respective insurers for any liability exceeding the foregoing limitations. The provisions of this ARTICLE 16 16 of GTCS shall apply to the largest legally permitted extent and notwithstanding any other provision of the Contract.

## ARTICLE 17. EXPORT CONTROL REGULATION

17.1 The Services, documentation and technical documentation to be supplied under the Contract may be subject to export control regulation under international rules and treaties, European Union and /or its member states laws, as well as under any other national law including but not limited to US laws.

17.2 Purchaser agrees to strictly comply with all such legal requirements established under these rules, treaties, regulations and laws and cooperate fully with Supplier in any audit or inspection that relates to these controls. Purchaser shall use the Services, documentation, technical information only in the country(ies) where the Contract specified that the Services will be used. Purchaser shall not export, re-export, divert, transfer or disclose, directly or indirectly, any of the Services and the related documentation or technical information delivered pursuant to the Contract to any company or physical person that is a national of any country, which any law or regulation, determines is subject to export control, without obtaining the prior written authorization of the Supplier and as the case may be, or the applicable national or international authority.

17.3 If the authorization stated in this article is not granted, or is revoked, withdrawn or cancelled at any time or if the sanctions are taken by any governmental, international or regulatory authority, the Contract shall be immediately and automatically suspended, without liability of any of the Parties, until such authorization is delivered, restored or the sanction withdrawn. If the suspension lasts more than four (4) months, any of the Parties shall have the right to terminate the Contract, and the Parties shall settle their account accordingly.

## ARTICLE 18. COMPLIANCE

18.1 The Parties undertake to comply fully with all applicable laws and regulations, including without limitation legislation prohibiting bribery and corruption, such as the "SAPIN 2" law N°2016-1691, the United States Foreign Corrupt Practices Act 1977 and other applicable legislation implementing the OECD Convention combating bribery of foreign officials. Both Parties represent and warrant that, in connection with the Contract, Purchaser has not taken and will not take any action which would constitute a violation of any applicable legislation prohibiting bribery and corruption.

18.2 When Purchaser is a competitor of Supplier, the Parties undertake to comply strictly with applicable antitrust rules and regulations and shall not, in particular, discuss in the course of the Contract any other topics than those directly related to the subject matter of the Contract.

## ARTICLE 19. FORCE MAJEURE

19.1 Neither the Supplier, nor the Purchaser shall be liable for failure to meet its contractual obligations hereunder due to Force Majeure to the extent that such failure is a result of the

occurrence of a Force Majeure Event affecting the Party, which would otherwise be liable for such contractual obligations.

19.2 As soon as such Force Majeure Event defined in article 1 occurs, the affected Party shall take all steps to overcome such Force Majeure Event and mitigate the consequences thereof, and shall notify it in writing, within ten (10) Days to the other Party. In so doing, the affected Party shall detail and provide the other Party evidence of such Force Majeure Event, its potential consequences and the steps such Party has already taken.

19.3 The performance of the obligations effectively affected by the Force Majeure Event shall be suspended during the Force Majeure Event and the extension of time for completion of the Contract shall be at least equal to the duration of the delay caused by such Force Majeure Event, as well as the duration needed to renew the performance of the affected obligations.

19.4 If the Force Majeure Event shall last more than three (3) months after its notification by the affected Party, then Supplier or Purchaser shall be entitled at their option:

(i) Either terminate the Contract in whole or in part under the conditions set forth in article 21 of the GTCS;

(ii) Or renegotiate contractual terms and conditions (such as but not limited to price, resource availabilities, schedule etc.).

## ARTICLE 20. SUSPENSION

If Purchaser fails to make any payment when due, or to perform on time any of its other obligations under the Contract, the Supplier is entitled to suspend the performance of the Contract until the failure is remedied. An equitable extension of time shall be granted to Supplier accordingly. Upon suspension, Purchaser shall pay to Supplier (i) the outstanding balance of the Contract price for the Services which has been performed and/or in progress as of the date of suspension, (ii) any other costs or direct loss incurred and /or irrevocably committed by Supplier due to the suspension and cost of resumption of works. If Purchaser shall not remedy the failures within thirty (30) Days, Supplier shall be entitled to terminate the Contract as of right without prejudice of Supplier's right to be compensated from Purchaser as described in Article 21.2 of the GTCS.

## ARTICLE 21. TERMINATION

21.1 Either Party shall be entitled to terminate the Contract at any time as of right in the event the other Party fails to perform its substantial obligations and does not take satisfactory steps to remedy or cure its failure within thirty (30) Days following receipt by the defaulting Party of a notice in writing from the non-defaulting Party to remedy its breach.

21.2 In event of termination of the Contract in whole or in part by Purchaser's default, Purchaser shall pay within 30 Days of the issuance by of a notice of termination to Supplier (i) the outstanding balance of the Contract price for the Services which has been performed and/or in progress as of the date of termination, (ii) any other cost or direct loss incurred and irrevocably committed by Supplier until the date of notice of termination for the Services, including those related to undertakings vis-à-vis third parties, plus 15% for overheads and profit and (iii) expenses incurred by Supplier for the termination of any subcontracts.

## ARTICLE 22. APPLICABLE LAW

The Contract shall be construed and governed by the laws of France, to the exclusion of any rules of conflict of laws incompatible with this choice of law. The application of the United Nations Convention on Contracts for the International Sales of Goods shall be excluded.

## ARTICLE 23. SETTLEMENT OF DISPUTES

23.1 All disputes arising out of or in connection with the Contract not settled amicably by the Parties within thirty (30) Days from the notification by one Party to the other, shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one (1) or more arbitrators appointed in accordance with the said Rules which form integral part of the Contract and are well known to the Parties. The seat of arbitration shall be Paris, France. The language of arbitration shall be the English language.

23.2 Nothing contained in this article shall prevent the Supplier from applying to any appropriate court for any injunction or other like remedy to restrain the Purchaser from committing any breach or anticipated breach of the Contract or for compelling performance thereof and for damages resulting therefrom.

23.3 The performance of the Contract shall continue with due diligence during negotiations for amicable settlement of dispute and during any arbitration proceedings, provided that performance of that part of the Services in dispute shall only continue if, and in the manner, the Purchaser so directs. No payment due or payable by the Purchaser shall be withheld on account of pending reference to arbitration or other dispute resolution mechanism, except to the extent that the amount of such payment is the subject of such dispute.

## ARTICLE 24. CHANGE IN LAWS – MODIFICATIONS IN THE CONTRACT

22.1. In the event of change in laws and/or regulations affecting the terms, conditions or performance of the Contract, (including but not limited to codes, standards and safety regulation and their interpretation by the relevant authorities) which affects in whole or in part of the performance of the Supplier's obligations after the tender, bid submission or the signature of the Contract by the Parties, the Purchaser shall immediately notify the Supplier in writing of such change.

Furthermore, the Parties hereby undertake to meet within fifteen (15) Days after notification by the Purchaser of such change, in order to agree for an equitable adjustment of the contractual provisions affected by such changes, such as but not limited to the Contract price and the project schedule.

22.2. Any modification to the Contract shall only be effective when evidenced by a written instrument signed by an authorized representative of each Party.

## ARTICLE 25. MISCELLANEOUS

23.1 The Contract may only be amended by a written instrument executed by an authorized representative of each Party.

23.2 Purchaser shall not transfer this Contract or assign any of its rights and obligations under this Contract without the prior written approval of the Supplier. Supplier may assign this Contract thereof without the prior written consent of Purchaser to any of its Affiliates or legal successor in its activity.

23.3 The Parties will act solely as independent Suppliers and nothing contained herein shall be deemed to constitute, create, give effect or otherwise recognize an agency, joint venture, employment, partnership or legal entity of any kind and obligations of the Parties shall be limited to those expressly set forth herein.

23.4 This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall

supersede all prior discussions, representations, understandings and agreements between them, either oral or in writing.

23.5 If any term or provision of this Contract is held to be invalid, illegal or unenforceable under any existing or future law or regulation of one or more countries, the validity, legality and enforceability of the remaining provisions of this Contract shall in no way be affected or impaired thereby and the Parties hereby accept to substitute to such invalid, illegal or unenforceable provision a new valid provision which goal and economical effects are as close as possible from the original provision.

23.6 Supplier shall be entitled to subcontract all or any part of the work equipments, Services specified in the Contract without need of Purchaser's approval. In no case the Purchaser shall give any instructions to subcontractors of the Supplier.

23.7 All waivers must be in writing and signed by the Party granting such waivers. The failure by either Party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

23.8 The language of this Contract in all respects (including but not limited to notices, exchanges oral or written, resulting documentation) shall be English.

23.9 The provision of articles 11, 12, 13, 14, 15, 16, 18, 23 and 22 shall survive the termination or expiration of this Contract.

23.10 The names and trademarks of Supplier are its property, which Purchaser recognizes. Purchaser undertakes not to use them whatever the circumstances, in particular for references or advertising purpose, without prior and written approval by Supplier.