



# General Terms and Conditions of Purchase

TA-6759510A Edition 2023



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## ARTICLE 1. DEFINITIONS

In these General Terms and Conditions of Purchase (GTCP), the following words and expressions shall have the meanings stated below:

- 1.1 **Approval** means the act by which the Purchaser acknowledges that the Deliverables comply with the technical and quality specifications set in the PO. This act is materialised by the signature by the Purchaser of a FAD for every Deliverable.
- 1.2 **Background Information** means, in respect of a Party, any technical data or information, know-how (such as methods, calculation and parameters of models, processes, anything which allows performing design and validating new products) or invention whether patentable or not, trade secrets and software, any related document or any intellectual property rights including know-how licensed to or owned by that Party which has not been created or developed under the PO.
- 1.3 **Client** means the third party which has ordered to the Purchaser the performance of Services or Supplies which a part is subcontracted to the Supplier pursuant to the PO.
- 1.4 **Confidential Information** means any information disclosed by a Party (the **Dislosing Party**) to the other Party (the **Recipient**) during the performance of the PO, in any form whatsoever, whether scientific, technologic, industrial, social, commercial, financial, judicial or strategic, protected or not by any intellectual property right, including the provisions of the PO, the Background Information, the Results and the client or partner's name.
- 1.5 **Day** means a calendar day.
- 1.6 **Deliverable** means any report, study, plan, digital model, design, file, computer program, database, and any document performed by the Supplier in accordance with the PO.
- 1.7 **FAD** (« Fiche d'Acceptation de Document » in French) means the certificate issued by the Purchaser stating the completion of a Deliverable as referred in Article 11. 1 of the Common Provisions and in Article 3 of the Appendix.
- 1.8 **FAT** (« Fiche d'Acceptation de Travaux » in French) means the certificate issued by the Purchaser stating the completion of the part of the Services and Supplies required to invoice the Purchaser according to the agreed invoicing schedule. The **Final FAT** means the certificate issued by the Purchaser stating the Final Acceptance of the PO (except for the snagging matters identified in the snagging list) as referred in Article 11.1 of the Common Provisions and in Article 3.1 of the Appendix.
- 1.9 **Final Acceptance** means the acknowledgment by the Purchaser of the compliance of the Services performed or the Supplies and Deliverables delivered with the technical and quality specifications set in the PO according to Article 11.1 of the Common Provisions and Article 3 of the Appendix of the GTCP.
- 1.10 **Particular Conditions** means the document negotiated and signed by both Parties which sets out additional terms and conditions, clarifications and amendments to these GTCP and/or to any other documents applicable to the PO.
- 1.11 **Parties** means collectively the Purchaser and the Supplier and **Party** means individually the Purchaser or the Supplier, as the context requires.
- 1.12 **Purchase Order** or **PO** means the agreement concluded between the Purchaser and the Supplier for the purchase of Services or Supplies which is governed by the documents listed in the Particular Conditions.
- 1.13 **Purchaser** means TechnicAtome.
- 1.14 **Results** means any technical data or information, know-how, methods, calculation of models, parameters of models, processes, anything which allows performing design and validating new products or invention, whether patentable or not, software and databases or any improvement thereof, and any related document, created or developed under the PO as included in the Deliverables. The Results include any intellectual property rights attached.

- 1.15 **Services** means the service delivery to be performed by the Supplier as defined in the PO.
- 1.16 **Supplier** means the Purchaser's co-contractor named as such in the PO.
- 1.17 **Supplies** means any material and equipment to be provided by the Supplier and the associated Deliverables according to the PO.

## ARTICLE 2. PURPOSE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE

These GTCP define the conditions proposed by TechnicAtome to its suppliers for the conclusion and the execution of any order of Services or Supplies.

The GTCP include the **Common Provisions** (Articles 1 to 24) applicable to all Services and Supplies. The additional provisions set out in the **Appendix** attached are applicable to the Supplies only.

They may be discussed between the Supplier and the Purchaser in order to establish the terms and conditions of the PO. The Particular Conditions of the PO may supplement or modify these GTCP.

During the negotiations, the Supplier may request any explanations or clarifications from the Purchaser in all cases where the information transmitted appears ambiguous, in order to ensure that it does not contain any error or omission which could lead to the incorrect or incomplete completion of the PO and make any appropriate observation. Failing this, no claim, reservation or exception invoked later by the Supplier shall be admitted.

## ARTICLE 3. APPLICABLE LAW

The PO shall be governed by French law, including any European legislation currently applicable.

The Parties have agreed to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention, 1980).

## ARTICLE 4. CONCLUSION OF THE PURCHASE ORDER

The PO shall be concluded at the day of its unconditional acceptance by both Parties.

To indicate its acceptance, the Supplier shall return the acknowledgement of receipt of the PO, dated and signed, to the Purchaser within fifteen (15) Days following the date of its signature by the Purchaser.

Failing that, the PO shall not be concluded, except if the Supplier has started to perform it. In such a case, the PO shall be deemed to be unconditionally accepted.

## ARTICLE 5. CONSORTIUM

All members of a consortium shall be jointly and severally liable towards the Purchaser to fulfill all of the obligations under the terms of the PO.

The Particular Conditions shall indicate:

- (a) the nature of the consortium;
- (b) the part of Services or Supplies to be performed by each member; and
- (c) the amount of each part.

A representative shall receive from each member an authorisation to act on behalf and for the account of the consortium within the framework of the PO. Once it has accepted such a role, it shall be jointly and severally liable towards them.

The extent of its powers shall be, without limitation:

- (a) to sign the PO, its amendments, and any contractual document relating to the PO (reports, additional offer, work orders...);
- (b) to open a bank account for all members of the consortium to receive the payments made by the Purchaser. Such a payment shall discharge the Purchaser from its financial obligations herein;
- (c) to provide the Purchaser all documents required in order to perform the PO.

The Supplier shall inform the Purchaser of any modification in relation with the consortium.

## **ARTICLE 6. AMENDMENT OF THE PURCHASE ORDER**

The PO may only be amended by the prior written agreement of the Purchaser and the Supplier, formalized by the signature of an amendment.

The Supplier shall take into account changes in all commitments related to the execution of the PO, such as the amount of bank guarantees or insurance coverage.

A modification may result from the cases mentioned below.

### **6.1 CHANGE REQUESTED BY THE PURCHASER**

If the Purchaser changes the scope of the PO, or its conditions of execution, the Supplier shall send to the Purchaser a corresponding offer without delay, including in such case the possible costs or delivery schedule impacts.

### **6.2 CHANGE RESULTING FROM THE ASSIGNMENT OF THE PURCHASE ORDER**

Should the assignment of the PO is accepted by the Purchaser according to Article 19.2 [Assignment], it shall be effective upon signature of an agreement between the Purchaser, the Supplier and the assignee. The Supplier shall remain fully responsible for the proper performance of its obligations under the PO until the effective date of the assignment and the signing of such tripartite agreement.

If the PO is assigned in a M&A operation, an amendment shall be signed between the Purchaser and the assignee for the purpose of the administrative management of the PO.

## **ARTICLE 7. GENERAL CONDITIONS OF EXECUTION**

### **7.1 DUTY OF INFORMATION AND GENERAL OBLIGATIONS**

As a specialist in the subject matter of the PO, during all the execution of the PO, the Supplier undertakes to inform the Purchaser of:

- (a) All the elements known by the Supplier that may have an impact on the good execution of the PO, particularly any suspension or withdrawal of authorisation, right or approval necessary for the Services and Supplies;
- (b) Any error in the input data or any discrepancy that the Supplier could find in the applicable documents;
- (c) Any proposition of modification or evolution of the Services and Supplies which are necessary for the good execution of the PO, or which are impelled by the evolution of the state of the art, of a standard or of the technique;
- (d) Any warning against the consequences of the Purchaser current or future decisions, particularly in terms of costs, planning or adequacy to its needs and other risks.

The Supplier shall also:

- (e) Establish and maintain throughout the execution of the PO an organization, financial means, material means and competent human resources to perform the Services and Supplies;

- (f) Establish and deliver to the Purchaser in the forms, quantities, deadlines and for the defined purposes, all documents or Deliverables provided for in the PO or induced by its proper performance.

## **7.2 SUBCONTRACTING**

The Supplier shall not subcontract all of Services.

The Services may be subcontracted within the limit of two (2) second-tier subcontractors, unless it is otherwise provided by the PO.

The Supplier planning to perform a contract using one or more subcontractors shall, prior to the conclusion of any subcontract and throughout its duration, have all subcontractors accepted and the payment terms for each subcontract approved by the Purchaser or its Client, depending on the form provided by the Purchaser, according to French Law n°75-1334 dated 31 December 1975 on subcontracting, and, where appropriate, supplemented by the rules on subcontract provided by the French Public Procurement Code.

Should the subcontractor not be accepted by the Purchaser or its Client, the Supplier is not entitled to claim any indemnity or extension of the deadlines.

Should the subcontract be accepted, the Supplier shall retain full responsibility for the execution of the PO.

According to the above-mentioned Law, the Supplier shall provide the Purchaser with:

- the subcontracts; and for each
- a copy of a bank guarantee of the price of the subcontract, within fifteen (15) Days from the date of acceptance of the subcontractor by the Purchaser.

The Supplier shall ensure that all obligations and requirements of the PO are provided in the subcontracts, including those in Articles 7.7 [Anti-bribery and influence peddling], 7.8 [Information technology security] and 17.2 [Insurances], and that its subcontractors comply with them.

## **7.3 EXPORT CONTROL**

Each Party shall comply with the applicable laws and regulations relating to export and re-export control such as, but not exclusively, the U.S. International Traffic in Arms Regulation (ITAR), the Export Administration Regulations (EAR) or the EU dual-use regulation (EC) No 2021/821 of the European Parliament and of the Council of 20 May 2021.

When a good or input data constitutes a dual-use item governed by the said laws and regulations and is to be communicated or delivered by a Party to the other, the exporting Party commits itself to apply for the proper export licence in due time taking into account the instruction period by the competent authority; it shall forward a copy of the licence to the other Party, upon its issuance. For this purpose, the end-user Party shall transmit the End-User Statement duly completed and signed upon request.

The end-user Party commits itself to use the items, Deliveries and Supplies according to the export licence and not to re-export them.

Unless otherwise stated in the PO, the PO takes effect from the date on which the last of the required export licences is obtained; the Supplier shall not commence the Services and Supplies until this effective date.

Except in case of negligence or failure to meet its obligation of due diligence, no Party shall be held liable for any delay or refusal of any export licence by the competent authority.

The PO shall be automatically cancelled if all the required export licences are not be issued within three (3) months following the conclusion date of the PO or within a different time-limit as set in the PO.

When the Supplier is authorized by the Purchaser to execute the PO before the issue of the required export licences and if such export licences are not issued within the above-mentioned time-limit, then the PO shall be terminated; as a consequence, the Supplier shall i) return at its expense and risks the items provided by the Purchaser to the place indicated by the latter; ii) deliver those of Services and Deliveries accepted by the Purchaser at the termination date which are not concerned by an export licence; and iii) invoice the due price corresponding to ii) or refund the part of the price paid exceeding the due price.

## 7.4 ENVIRONMENTAL REQUIREMENTS

The Supplier undertakes to ensure that the products (substances, mixtures or articles) used for the performance of the PO or delivered comply with the environmental regulatory requirements in force, and in particular those of the REACH, POPs, ODS (EC 1005/2009 on substances that deplete ozone layer), BPR (biocidal products), GHG, and RoHS Regulation. The Supplier shall complete, sign and send the document named "Environment Form" (available in the supplier area of the TechnicAtome website) to the Purchaser.

According to the provisions of Articles 31 and 33 of Regulation (EC) No 2006/1907 of the European Parliament and of the Council (REACH Regulation), the Supplier shall provide the Purchaser with evidences of such a compliance and with the Safety Data Sheets (SDS) including the registration numbers of the substances if required.

### - Substances and mixtures

At the date of conclusion of the PO, the Supplier shall declare that (i) all of the substances contained in the products supplied or used for the performance of the PO have been registered (based on the mass produced or imported outside the European Union) and (ii) their use by the Purchaser, as stated in the PO, is set out in the registration files for the substances or mixtures and in the SDS when appropriate.

If an application for authorisation or a defense exemption relating to a substance provided to the Purchaser as such or in a mixture is necessary, the Supplier shall notify the Purchaser its intention to apply for an authorisation or to substitute the substance, no later than one (1) month after the publication by the European Chemicals Agency of the recommendation to include such a substance in the list of annex XIV of the REACH Regulation. The Supplier shall give the Purchaser a copy of the authorisation or defense exemption at the date of conclusion of the PO, or at the delivery date of the Supplies at the latest.

If there is no authorisation or if the conditions of restriction of the substance or mixture are not met, the Supplier shall propose a substitute product to the Purchaser within three (3) months. The Purchaser may accept or refuse this product, any refusal should be justified. If no substitute product is proposed by the Supplier or accepted by the Purchaser, the latter may terminate the PO in accordance with Article 21.2 [Termination for default of the Supplier].

### - Articles

The Supplier shall guarantee that no substance identified on the list of Substances of Very High Concern (SVHC) referred to in Article 59 (1) of the REACH Regulation in a concentration greater than 0.1% mass/mass is contained in any article or part of an article (within the meaning of the REACH Regulation) provided under the PO. Otherwise, the Supplier shall indicate the name of the SVHC concerned as well as all relevant information and in particular its location and concentration as well as the justification for its presence.

Upon written request of the Purchaser, the Supplier shall provide all relevant information relating to a substance identified on the list referred to in Article 59 (1) of the REACH Regulation which is contained in the article or part of the article at a concentration less than 0.1% mass/mass.

## 7.5 COMPLIANCE WITH LABOUR LAW

To allow the Purchaser to carry out verifications as required per Articles L. 8224-4, D. 8222-7, D. 8222-8, D. 8254-2 and L. 8254-4 of the French Labour Code, the Supplier shall give the Purchaser the updated documents at the date of conclusion of the PO and at least every six (6) months:

- (a) its identity and address or, where appropriate, the contact details about its occasional tax representative in France,
- (b) a certification by which the Supplier comply with the requirements of the Council Regulation (EEC) No. 1408/71 of 14 June 1971 or with an international social security convention or, failing that, a declaration of provision of social declarations issued by the French social protection organisation responsible for collecting social security contributions payable by the Supplier and dated than less than six (6) months previously,

- (c) in the event that the registration of the Supplier in a professional register is required in the country of establishment or domicile, a quotation, advertising document or professional correspondence, provided that the name or corporate name, the full address and the nature of the entry in the professional register are mentioned.

If the Supplier breaches its legal or regulatory obligations, the Purchaser may terminate the PO under the conditions of Article 21.2 [Supplier's breach of contract]. In the event of an injunction against the Supplier pursuant to Article L. 8281-1 of the said Code, the termination shall occur *ipso jure* without need for any formal either (i) if the Supplier fails to respond within fifteen (15) Days as defined in Article R. 8281-1 of the French Labour Code, or (ii) if the Supplier did not take measures to comply with the applicable law within such period.

## **7.6 CORPORATE SOCIAL RESPONSIBILITY**

The Supplier commits to a Corporate Social Responsibility approach by supporting the concerns and complying with the principles defined by the Purchaser in the TechnicAtome's Code of ethics.

It shall pay special attention to the following items:

- (a) the system of environmental risk management: saving resources, reducing impacts on biodiversity, reducing greenhouse gas emissions, reducing and recovering waste;
- (b) the system of social risk management: purchases from the protected and adapted sector, integration of distant people from employment inclusion of people furthest from the labour market through economic activity, territorial anchoring and local purchases;
- (c) the compliance with Regulation (EU) No. 2017/821 of the European Parliament and of the Council of May 17th, 2017 laying down imposing supply chain due diligence obligations for Union importers of ores from conflict-affected and high-risk areas.

The Supplier shall comply with and ensure that its subcontractors and suppliers comply with any international, european, national or local conventions or regulations applicable to their activities, considering that the provisions hereof shall remain the reference in the event of less stringent local requirements in the countries in which it operates.

## **7.7 ANTI-BRIBERY AND INFLUENCE PEDDLING**

In addition to Article 7.6 [Corporate social responsibility], the Supplier commits to comply with all the international regulations in force, analogous to the french anti-bribery law No. 2016-1691 also called in French « Loi Sapin II pour la transparence de la vie économique ».

The Supplier undertakes to (i) strictly comply with any regulation which prohibit bribery on public or private officials and influence peddling and (ii) to carry out all reasonable and necessary measures in order to warn and prevent any failure to comply with these regulations.

The Supplier undertakes to promptly notice the Purchaser of any event which may breach the aforementioned provisions at [signalements@technicatome.com](mailto:signalements@technicatome.com).

If the Supplier fails to comply with any provisions of this Article, the Purchaser may terminate the PO under conditions of Article 21.2 [Termination for default of the Supplier].

## **7.8 INFORMATION TECHNOLOGY SECURITY**

The Supplier shall comply with all the laws and regulations in force relating to the IT security, notably those prohibiting fraudulent access, unauthorized maintenance and/or willful obstruction of computer systems and fraudulent misuse of data.

If any event jeopardise the availability, confidentiality or integrity of the Purchaser's data or of the IT systems which host such data (hereinafter "Security Incident"), the Purchaser shall take all measure in order to protect its data or IT system, including if required, the suspension of IT connections and the implementation of any blocking device to its IT system. If such measures prevent the Supplier from performing the Services and if an adjustment to the scheduling of Services is not possible or would result in significant additional costs, the Parties shall reach an agreement by amendment.

If the Supplier is aware of a Security incident in the Purchaser's IT system, or suspects that such a Security Incident has occurred or is about to occur, it shall promptly inform the Purchaser at [g-itsecurity@technicatome.com](mailto:g-itsecurity@technicatome.com) and shall provide all the information in its possession, notably the type of intrusion and the contact details of its IT system administrator.

A Security Incident affecting the IT system of the Supplier, its subcontractors, or suppliers shall not exempt the Supplier from its obligations under the PO.

The Supplier shall provide a virus-free certificate for any hardware and software (PC, CD, USB key, computer programs, etc.) delivered under the PO.

## **ARTICLE 8. VISITS, INSPECTIONS AND AUDITS**

### **8.1 PRINCIPLES**

The Purchaser, its Client and a nuclear safety authority shall be entitled to carry out site visits, inspections and audits during the validity period of the PO.

The Supplier shall give them or their representatives full opportunity to carry out these activities, including by providing access to premises, facilities, resources, information and documents used to perform the PO. It shall also co-operate with the Purchaser, the Client, and the authority's representatives.

If the Supplier fails to provide documents, gives incorrect information or obstructs an inspection or audit, the Purchaser may terminate the PO under conditions of Article 21.2 [Termination for default of the Supplier].

Visits, inspections and audits shall not relieve the Supplier from any obligation, responsibility or liability.

### **8.2 AUDIT**

The Purchaser may carry out two (2) audits per year as a maximum, or more in the event of an unresolved or repeated non-compliance. These audits may relate in particular to quality management, nuclear safety, Supplier' social responsibility.

These audits may be carried out by the Purchaser's internal audit structure or by an independant firm subject to professional secrecy, at the Purchaser's expense.

The Purchaser shall notify the Supplier in writing of its intention to carry out an audit at least seven (7) Days.

A copy or extract of the audit report shall be given to the Supplier upon request.

If the audit reveals any deviation from the PO requirements, the Supplier must submitted a corrective action plan for approval to the Purchaser and implement the approved actions at its own expense.

### **8.3 COSTS CONTROL**

When the PO is concluded for the performance of a contract with a final client subject to the French public procurement Code, the Supplier accepts that the final client itself (or a thrid party on its behalf) may carry out on and off-site inspections to verify the accuracy of the prices of the PO.

The Supplier undertakes to:

- (a) Separate in its account all operations related to the performance of the PO and enabling the following:
  - (i) All expenses relating to the Supplies or Services,
  - (ii) All labour costs incurred in the performance of such Services and Supplies,
  - (iii) All other charges incurred, including taxes;
- (b) Present, upon request, all documentation for such expenses and costs, including invoices from its subcontractors and suppliers;
- (c) Provide these provisions in the subcontracts.

Without prejudice for the Purchaser to terminate the PO in accordance with Article 21.2 [Termination for default of the Supplier], if, after a written notice remained without effect, the Supplier fails to give evidence or documentation, gives incorrect information or prevents verification, the final client or the Purchaser may decide to suspend payments up to 1/10th of the net price of the PO. This amount may be forfeited and kept by the Purchaser as penalty after a second unsuccessful written notice.

## **ARTICLE 9. DELAYS**

### **9.1 CONTRACTUAL DEADLINES**

The deadlines provided in the PO are mandatory.

The Supplier shall forthwith inform the Purchaser of any actual or foreseeable event which may impact the performance schedule or the contractual deadlines and of its action plan to mitigate the risk of delay.

Any extension of contractual deadlines, for any reason whatsoever, requires the prior written consent of the Purchaser, in accordance with Article 6 [Amendment of the Purchase Order].

### **9.2 LIQUIDATED DAMAGES**

If the Supplier fails to comply with the deadlines set in the PO, it shall pay liquidated delay damages (“LDs”) to the Purchaser for this default. In absence of provisions defined in the Particular Conditions, the amount of such LDs shall be calculated as follows :  $P \times D / 500$

where :

P = Prices of the Services or Supplies (including indexation if any)

D = number of Days of delay until the compliant completion date.

LDs shall be applicable as of right and without prior formal notice.

The amount of the LDs shall be paid to the Purchaser by bank transfer upon notification to the Supplier.

The paiement of such LDs shall be exclusive of any other indemnities regarding the loss caused by delay, but it shall not release the Supplier from any of its contractual obligations.

Notwithstanding the provisions above, if the delay persists, the Purchaser may terminate the PO as per Article 21.2 [Termination for default of the Supplier]. In this case, the LDs shall apply until the effective date of termination.

## **ARTICLE 10. FINANCIAL PROVISIONS**

### **10.1 PRICES**

Contractual prices are deemed to include any and all costs and expenses regarding the performance of the PO, including but not limited to sampling costs, controls, analysis, expertises, tests, visits, controls and audits, which are either stated in the PO, good industry practice or required by any organism which would have jurisdiction on the Services or Supplies under the PO.

Article 1195 of the French Civil Code shall not apply.

### **10.2 INVOICING**

Under the PO, prices shall be given, invoiced and paid in Euro.

The Purchaser shall pay the price defined in the PO to the Supplier subject to and in accordance with the payment schedule agreed in the Particular Conditions.

Prior to issuing an invoice with respect to the corresponding payment milestones as defined in the schedule of payment, the Supplier shall have the FAT signed by the Purchaser.

Payment shall be made upon submission by the Supplier of an invoice complying with the current regulations and the stipulations in the PO.

Invoices shall be made out in the name of TechnicAtome and shall indicate the PO reference, the Services or Supplies concerned by the invoice.

The VAT shall be added when payable pursuant to the applicable law. The amount of VAT shall be indicated separately on each invoice.

Invoices accompanied by the relevant FAT shall be sent to the email address indicated on the front page of the Particular Conditions.

In the event of non-conformity, the invoice shall return unpaid to the Supplier which shall send another one in conformity.

### **10.3 PAYMENT**

Payment shall be subject to receipt of an invoice in conformity with the provisions of Article 10.2 [Invoicing] above.

Payment shall be made within sixty (60) Days from the issuance date unless otherwise specified in the Particular Conditions by bank transfer to the account of the Supplier indicated on the invoice.

### **10.4 LATE PAYMENT**

Any delay in the payment which is not linked to the non-performance of an obligation by the Supplier shall give rise to payment of:

- (a) late payment penalties corresponding to three (3) times the French legal interest rate per Day of delay. The rate of the late payment penalties shall be applied to the amount of the invoice, including VAT Penalties are calculated from the date payment became due until payment is made in full; and
- (b) forty (40) euros as compensation for recovery costs.

## **ARTICLE 11. APPROVAL OF DELIVERABLES AND FINAL ACCEPTANCE OF THE SERVICES**

Appendix to the GTCP provides the general process for the Final Acceptance of Supplies.

The provisions stated below shall specify the process for the Final Acceptance of Services or Deliverables which are not associated to a Supply.

### **11.1. FINAL ACCEPTANCE**

If a Deliverable has to be approved by the Purchaser according to the PO requirements, the Purchaser shall assess whether such Deliverable complies with the requirements of the PO within thirty (30) Days following the Deliverable's date of delivery and, if so, it shall issue a FAD.

Final Acceptance of the Services shall be pronounced by the Purchaser by notification to the Supplier of a Final FAT within fifteen (15) Days from the fulfillment of any and all the followings:

- (a) completion of the Services,
- (b) delivery of all the Deliverables, and
- (c) issuance of a FAD for each of the Deliverables which required the Purchaser's Approval.

### **11.2. REFUSAL**

If the Purchaser refuses to pronounce the Final Acceptance, it shall notify its decision to the Supplier giving the reasons for its refusal within fifteen (15) Days.

In such a case, the Supplier shall promptly carry out any modification, correction, renewal or addition in order to comply with the requirements of the PO before issuing a further notice for the Purchaser's Final Acceptance.

## **ARTICLE 12. WARRANTY**

Provisions relating to the Supplies warranty are set out in the Appendix to the GTCP.

The provisions set out under this Article shall apply to Services or Deliverables which are not associated to a Supply.

The Supplier shall warrant that the Services and Deliverables comply with the requirements of the PO and are free from defect.

The warranty period is stipulated in the Particular Conditions; unless specified, the warranty period is twelve (12) months from the date of the Final FAT.

If the Purchaser observes defects or non-conformities, it shall notify the Supplier. The Supplier shall promptly remedy such defects or non-conformities.

All costs incurred by the Supplier in connection with its warranty obligation shall be borne by the Supplier.

Furthermore, the Supplier shall indemnify the Purchaser against all direct damages suffered by the Purchaser as a result of any default or non-conformity of the Services or Deliverables, including any compensation paid by the Purchaser to its Client, shall be compensated by the Supplier.

If the Supplier fails to comply with its warranty obligation, the Purchaser may apply the provisions of Articles 17.1 [Liability] and 21.2 [Termination for default of the Supplier].

## **ARTICLE 13. CONFIDENTIALITY**

### **13.1 SCOPE OF CONFIDENTIALITY**

The Recipient commits itself to protect all the times during the term of the GTCP and until they enter into the public domain the Confidential Information for any use and disclosure by an unauthorized third party.

To this purpose, the Recipient particularly commits to comply with the following:

- (a) to disclose any Confidential Information to any staff members when it is justified by their need to know such Confidential Information;
- (b) not to disclose or to make the Confidential Information accessible to any third party without the Disclosing Party's prior writtent consent. Exceptions could be integrated into the GTCP or the PO;
- (c) to ensure the obligation of confidentiality of staff and authorized third party who could have an access to such Confidential Information;
- (d) to take all reasonable steps, and with at least the same standard of care than the Recipient when it is treating its own confidential information, so as to insure the protection and the prevention for any robbery, unauthaurized access to, or use or disclosure or copy of, the Confidential Information;
- (e) to use such Confidential Information exclusively for the purposes intended in the PO or for its execution.

The Confidential Information shall be copied, in whole or in part and in any form it takes, in the scope of their use by the above mentioned staff and by any authorized third-party. Any mention relating to property or confidentiality existing into the Confidential Information support shall be saved on the copies.

### **13.2 AUTHORIZED THIRD-PARTY**

The Supplier may disclose the Confidential Information without the Purchaser's prior consent to its suppliers and subcontractors except specific request, provided that (i) they have a need to know such Confidential Information solely for purposes of performing the portion of Services entrusted and (ii) they shall be bound by a confidential duty at least as stringent as those laid down in the GTCP. The Supplier shall remain fully liable towards the Purchaser for any breach by its suppliers and its subcontractors of such confidential duty.

The Purchaser may disclose the Confidential Information without the Supplier's prior consent to its Client or its identified partners in the PO, provided that they are aware about the confidential nature of such Confidential Information disclosed.

### **13.3 INFORMATION ABOUT ANY BREACH**

The Recipient commits itself to (i) inform the other Party of any breach of a confidential duty, whether it caused by its own act or not and (ii) to take any measure to limit the harmful effects of such breach.

### **13.4 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

Upon the written request of the Client, the Supplier shall either return all or part of the Confidential Information or certify in writing their destruction, giving a list of such Confidential Information returned or destroyed. However, the Supplier shall keep a copy solely for backup or archival purposes.

### **13.5 EXCEPTIONS TO THE CONFIDENTIALITY OBLIGATIONS**

The Recipient shall not be liable for the disclosure of the Confidential Information if it can demonstrate that such Confidential Information:

- (a) was, prior to its disclosure by the Disclosing Party, or subsequently becomes, generally available to the public through no act or failure to act on the part of the Recipient;
- (b) was previously known by the Recipient at the date of such disclosure by the Disclosing Party, without reference to Confidential Information;
- (c) was lawfully received by the Recipient from an authorized third-party who is not bound by confidentiality obligations towards the Disclosing Party;
- (d) was independently developed by the Recipient without any use of Confidential Information provided by the Disclosing Party.

In case of the Recipient is legally obliged to disclose all or part of the Confidential Information, in application of any subpoena or any judiciary or administrative decision, it shall limit such disclosure to a strict necessary and promptly notify the Disclosing Party.

### **13.6 CONSEQUENCES OF A BREACH**

Without prejudice to the Disclosing Party to terminate the PO, Recipient shall remain fully liable under the conditions stated in the PO if it fails to meet its confidentiality obligations.

## **ARTICLE 14. NATIONAL DEFENCE AND SCIENTIFIC AND TECHNICAL POTENTIAL OF THE NATION**

If the PO requires the disclosure of information protected by the applicable law and regulations regarding the National Defence or the Scientific and Technical Potential of the Nation, the Particular Conditions shall set out the applicable provisions.

## ARTICLE 15. INTELLECTUAL PROPERTY

### 15.1 BACKGROUND INFORMATION

Each Party will remain the owner (or licensee, as the case may be) of its respective Background Information.

No title or ownership with regard to either Party's Background Information shall be transferred to the another Party as the result of the PO.

The Purchaser shall allow the Supplier and its subcontractors to use the Purchaser's Background Information, including any input data and document given by the Purchaser to the Supplier throughout the execution of the PO, only for the purpose of performing the Services or Supplies.

The Supplier commits itself not to use the Purchaser Background Information for another purpose and is responsible for the compliance of its subcontractors with the provisions above.

### 15.2 RESULTS

The ownership of the Results shall be irrevocably transferred to the Purchaser at the date of delivery of the Deliverables containing such Results. The Supplier shall not claim ownership or co-ownership of the Results.

If any Results is an improvement, a development of product or of a process protected by intellectual property rights (whereinafter « Pre-existing rights »), the Supplier shall grant to the Purchaser a non-exclusive, royalty free and worldwide right to use such Pre-existing rights only for the need of use the Results, for the legal length of those Pre-existing rights.

The Purchaser shall has the right to freely:

- (a) use the Results and the Pre-existing rights either industrially, commercially or otherwise;
- (b) take and define any action and protection of the Results as it deems appropriate at its own cost;
- (c) dispose of and license all or a part of the Results as it sees for its own benefit without any approval of the Supplier.

If the Purchaser decides to apply for a intellectual property title, the Supplier shall provide technical support to the Purchaser in order to draft the patent application and commits that its employees-inventors assist the Purchaser for the formalities required to the application, granting and maintenance of the title.

If the Results are copyrighted, the Supplier shall transfer the Purchaser the proprietary (economic) rights attached to the Results, with the exclusion of the moral rights of authors. The transferred rights authorize the Purchaser to use, reproduce, present, adapt and exploit the Results, for the legal length of the copyrights, being explained that:

- (a) the exploitation right includes in particular the rights to: market, place on the market, publish and republish, all or part of the Results, on any support, by any means and under any form, for any commercial, technical, or advertising purposes, register them as trademarks, designs models or other, distribute them, rent them, free of charge or for consideration, lend them, provide any service using directly or indirectly the Results, or grant third parties, both in France and abroad, free of charge or for consideration, all or part of the rights assigned;
- (b) the right of reproduction includes in particular the right to duplicate, print, record, fix the Results, by any present or future means, in any form and on any medium, in particular computerised, digital, magnetic, optical, paper (technical documentation, photocopies, editions of book, posters, leaflets, newspapers, periodicals), telematic, videographic, television, cinematographic, photographic, or on any other medium, known or not yet known, in an unlimited number of copies, or on any computer networks, whether private or open to the general public (Internet, Intranet...), as well as the right of repeated execution (notably of a plan) by any means;
- (c) the adaptation right includes the right to adapt all or part of the Results, to settle, transform, translate in any language, or modify in any other way the Results; notably by any suppression, add, total or partial integration one in another work; with the aim to make a composite or a derivative work, and to reproduce, use and exploit as defined in this Article the works in resulting;

- (d) the representation right includes in particular the right to present or to publicly present the Results in their original version or in a modified version such as mentioned above, by any unknown or known means, such as the publication, the broadcasting, the communication on all informatic networks whether they are private or open or for any manifestation whether it is private or public, intern or extern.

If the Results consist of or include software programs, the rights mentioned above shall contain the right to use such software on any central unit or server unit, by an unlimited number of users, the right to proceed to any necessary reproduction to loading acts, display on the screen, execution, transmission, storage, the right to correct errors, to monitor and maintain, to integrate interface, to make evolve the programs by the Purchaser or any third party of its choice.

The Supplier shall deliver to the Purchaser the object code and the source code of such softwares, the compilers, support programs, generators, and other tools used and the document associated. In the event where the Supplier would not be the owner, it shall take any measure to allow the Purchaser to access the tools without any further charge.

The price of the Services or Supplies fixed in the PO includes the remuneration of the Supplier or third party having developed or created the Results transferred or owning the Pre-existing rights licensed under this Article.

### **15.3 WARRANTY OF QUIET POSSESSION**

The Supplier shall warrant that:

- (a) it is the owner of all the Pre-existing rights and free to grant to the Purchaser the rights set out in Article 15.2;
- (b) it will obtain from its employees and subcontractors all the rights enabling it to transfer to the Purchaser the ownership of the Results and the corresponding intellectual property rights;
- (c) the Pre-existing rights and Results shall not be infringing nor result from an act or behavior breaching third parties rights (unfair competition, free-riding, etc.).

As soon as one of the Parties is aware of the existence of a claim by a third party relating to the Results or a Pre-existing rights, it shall notify the other Party and they shall consult each other in order to consider the action to be taken, the shared priority objective being to avoid the Purchaser, its assignee or licensee, being prevented from using the Results, even temporarily. In this event, the Supplier shall make its best efforts to propose an alternative solution allowing the claim to be circumvented, whether or not it appears justified.

In the event of a claim or action by a third party to prohibit the exploitation of the Results and any related intellectual property rights by the Purchaser, its assignee or licensee, or to claim compensation as a result of such an exploitation, the Supplier shall:

- (a) discharge and guarantee the Purchaser against any sentence pronounced against it or against the assignee or licensee of the Results concerned by an enforceable court decision or under an amicable agreement with the third party approved by the Supplier;
- (b) compensate the Purchaser for all costs incurred by the latter in the context of legal or amicable proceedings, including for the compensation paid to third parties;
- (c) obtain at its own expense from the owner of the intellectual property rights the assignment or a license of the intellectual property right in question so as to allow the use of the Results by the Purchaser, its assignee or licensee, if any. Failing this, it shall provide an alternative technical solution which it shall develop at its own expense.

The Supplier shall grant, *mutatis mutandis*, the same warranty as that above-mentioned with regard to any Pre-existing rights.

### **15.4 USE OF TECHNICATOME'S TRADEMARKS**

The Supplier commits itself not to use the names, logos and brands of TechnicAtome in any context whatsoever, in particular for reference or advertising purposes, without the prior written agreement of the Purchaser.

## **ARTICLE 16. MEANS PLACED BY THE PURCHASER AT THE SUPPLIER'S DISPOSAL**

When the Purchaser places specific means (equipment, tools, etc.) at the Purchaser's disposal for the performance of the Services or Supplies (or for the performance of any future manufacturing), the Parties shall jointly established and signed an inventory/state of condition (hereinafter « Inventory Minutes »).

Inventory Minutes shall indicate in particular the means concerned, the storage, use and maintenance conditions, their replacement value, the duration and the purpose of this loan.

As long as the Supplier at its disposal, it shall:

- (a) refrain from using the means for any other purpose than stated in the Inventory Minutes, provided that any use for needs other than those of the Purchaser is excluded;
- (b) be responsible for the safe-keeping of these means, in accordance with the provisions set out in the Inventory Minutes, and shall be liable for:
  - (i) any damage (deterioration, robbery, etc.) caused to these means during the relevant period. It shall subscribe and maintain in force an insurance policy « Damage to entrusted goods » for a sufficient amount taking into account the full replacement value indicated in the Inventory Minutes and shall justify it upon Purchaser's request.
  - (ii) any physical or material damage caused by the means themselves or by their use by the Supplier, its employees or subcontractors.

The Supplier shall return the means in good condition on the date agreed upon in the Inventory Minutes or earlier if the Purchaser so requests. An Inventory Minutes shall be also signed by both Parties when the means are refund by the Supplier to the Purchaser.

## **ARTICLE 17. LIABILITY – INSURANCES**

### **17.1 LIABILITY**

**17.1.1** Except for claims, damages, losses, liabilities and expenses in respect of any nuclear damage failing within the scope of Article 17.1.3 hereunder, each Party shall indemnify and hold harmless the other Party against and from any direct and foreseeable demonstrated claims, losses, damages, fees and expenses in respect of any fault or negligence of it (the “defaulting Party”).

**17.1.2** Notwithstanding the above, the defaulting Party shall fully indemnify and hold harmless the other against and from all claims, costs, losses, damages, judgments, fees, expenses and damages arising from:

- (a) a failure to fulfil any of its obligations in accordance with the following provisions: Articles 7.7 [Anti-bribery and influence peddling], 13 [Confidentiality], 15 [Intellectual Property], or
- (b) body injuries or property damage, or
- (c) serious breach or willful misconduct in accordance with article 1231-3 of the French Civil Code.

**17.1.3** In the event of nuclear damage for which the nuclear operator is entitled to claim a compensation recourse under the French law, the Supplier which caused the damage shall pay the Purchaser any compensation amount due paid to the nuclear operator (or the Client under proceeding of recourse by the Client, if it is not the nuclear operator), under the conditions and within the limits provided for in the contract concluded between the Client and the Purchaser.

### **17.2 INSURANCES**

The Supplier undertakes to subscribe and maintain in full force and effect the necessary insurance policies to cover, in an adequate amount the risks and liabilities in order to cover any liability arising out of or in connection with the PO.

At the latest at the time of the kick-off meeting of the PO, the Supplier shall produce the corresponding insurance certificates, dated less than six (6) months, indicating the number and effective date of the insurance contract, the cover granted, the amounts and deductibles, the sub-limits, the activities, the nature of the work or assignment covered and proving that it is up to date with the payment of premiums.

If the PO is multiannual, the Supplier shall have to produce the above mentioned certificates each year at the anniversary date of the PO.

In the event of a joint and several consortium (referred to as Article 5 [Consortium]), the certificates shall include the agreement of the insurers on the joint commitment of the members; unless the authorized representative has been mandated to take out "consortium" insurance policies to cover all the members. In the event of joint consortium with a joint and several representative, the certificates shall include the agreement of the insurers of the representative on the joint and several commitment of the latter.

In particular, the Supplier shall be insured, if applicable, against:

- (a) any damage to the Supplies in the factory or in any other place of storage, assembly or testing. If the Supplier entrusts the Supplies to a third party, the latter shall be required to pass on this insurance obligation to this third party;
- (b) any damage to the means and goods entrusted to it by the Purchaser;
- (c) any damage to the transported Supplies up to the full replacement value;
- (d) any damage covered by any insurance obligation such as ten-year civil liability or motor insurance, in accordance with the legal provisions in force.

The Supplier shall impose the same obligations on its subcontractors. The Supplier shall notify the Purchaser of any change affecting its insurance policies, as well as any fact likely to cause the suspension or termination of its policies insofar as such change affects the Supplier's insurance cover.

Furthermore, the Supplier and any subcontractors shall be responsible for insuring their equipments, whether they are owners, hirers or borrowers.

The absence or inadequacy of insurance cover subscribed by the Supplier shall have no effect on its indemnity obligation. The Supplier shall bear and pay all and any exclusions and deductibles which may be payable under the Supplier's insurance policies.

Each Party shall undertake to obtain from the insurers a waiver of recourse regarding the exclusions of liability or beyond the liability ceiling(s) set in the PO.

## **ARTICLE 18. FORCE MAJEURE**

For the purposes of a PO, « Force Majeure » means an exceptional event or circumstance:

- (a) which is beyond a Party's control (the "Affected Party"); and
- (b) which, having arisen, the Affected Party could not reasonably have avoided or overcome; and
- (c) which is not substantially attributable to the other Party; and
- (d) which preventing a Party from performing its obligations.

Furthermore, any unavailability of the Client's premises or equipments required for the performance of the PO due to a social movement, incident, accident or administrative decision, shall also be considered as Force Majeure.

The Affected Party shall :

- (a) immediately give written notice after it becomes aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure; such notice shall include a description of the relevant Force Majeure, the effects thereof on the Affected Party's ability to perform its obligations under the PO, the expected duration and severity of the effects of such Force Majeure, and the remedial measures which the Affected Party intends to take to remedy and mitigate the effects of such Force Majeure; and
- (b) use reasonable endeavours to mitigate the duration and severity of the effects of the Force Majeure on its obligations under the PO and resume full performance as soon as practicable.

Subject to the Affected Party's satisfaction of the requirements above, it shall be excused from performance of its obligations affected for so long as such Force Majeure prevents it of performing them. Nevertheless, it shall remain liable for the performance of the obligations which are not affected by the Force Majeure. If the Supplier suffers delay due to such Force Majeure, it shall be entitled to an extension of time for any such delay.

Should the situation of Force Majeure lasts for more than fifteen (15) Days, the Parties shall promptly discuss solutions in order to mitigate the effects of such Force Majeure and, when appropriate, they shall seek a way to adapt the conditions or the scope of the PO.

If no agreement is found with regard to the arrangement of the PO and if the performance is prevented for a continuous period of more than sixty (60) Days, then, either Party may terminate the PO under conditions of Article 22 [Duration].

## **ARTICLE 19. INTUITU PERSONAE**

### **19.1 CHANGE IN THE SUPPLIER'S SITUATION**

The Supplier shall notify the Purchaser without delay of any changes relating to:

- (a) the address of the registered office of its company,
- (b) the share capital and the composition of its shareholding,
- (c) the name of the company,
- (d) its legal form,
- (e) its legal representatives,
- (f) the opening procedure for the prevention of business difficulties or a collective procedure or any other equivalent procedure,
- (g) and more generally, any other significant change relating to the Supplier likely to have an impact on the proper execution of the PO.

### **19.2 ASSIGNMENT**

The Supplier shall not assign, transfer, charge or otherwise deal with the PO (or any of its rights and obligations under the PO) or dispose in any right or interest without the prior written consent of the Purchaser (which may be granted or withheld at the sole and absolute discretion of the Purchaser). Otherwise, the Purchaser may terminate the PO under the conditions provided for in Article 22.1.1 (c) of these GTCP.

The Purchaser may terminate the PO under the same conditions in the following cases:

- (i) in the event of a restructuring operation resulting in the assignment of the PO by merger, demerger, partial or universal contribution of assets, or transfer of business,
- (ii) in the event of any change in the shareholding.

## **ARTICLE 20. SUSPENSION**

### **20.1 FAILURE TO OBTAIN ADMINISTRATIVE AUTHORISATION**

If the performance of the PO requires the Purchaser or its Client to obtain or renew any administrative authorisation, all or part of the PO may be suspended until such authorisation is obtained or renewed.

Any suspension or withdrawal of such administrative authorisation shall result in the suspension of the PO, until the authorisation is re-issued.

The Parties shall agree on the consequences of the suspension.

If the duration of the suspension exceeds six (6) months, the Parties shall agree and formalise the terms and conditions for the resumption of the Supplies or Services, or for their liquidation in the event of termination of the PO.

## **20.2 SUSPENSION BY THE PURCHASER**

The Purchaser may decide to suspend the performance of all or part of the PO. The decision shall be notified to the Supplier by a registered letter with acknowledgment of receipt. The suspension shall take effect on the date specified in such letter and at least ten (10) Days after the date of its receipt.

The Supplier shall be paid for the Services and Supplies performed until the date of the suspension and for the justified demobilisation costs and the costs incurred for the storage of the Supplies if applicable.

The Purchaser shall notify of the resumption by the Supplier of the performance of the PO by giving at least ten (10) Days prior notice.

If the period of suspension exceeds six (6) months, the Parties shall consult with each other in order to agree on a solution. If no agreement is reached within sixty (60) Days, the Supplier may terminate the PO in accordance with Article 22.1.2 hereafter.

## **20.3 SUSPENSION BY THE SUPPLIER**

The Supplier may decide to suspend the performance of its obligations in the event of non-payment by the Purchaser of a conform invoice after thirty (30) Days following its due date. It notifies its decision to the Purchaser by a registered letter with acknowledgement of receipt which can only take effect for a minimum of ten (10) Days from its receipt by the Purchaser.

## **ARTICLE 21. DEFAULT OF THE SUPPLIER**

If the Supplier fails to perform the PO, after formal notice given by the Purchaser remained without effects, the Purchaser shall be entitled to:

- (a) carry out all or part of the Services or the Supplies independently or by a third-party under the conditions of Article 21.1 [Replacement of the Supplier], or
- (b) terminate the PO under conditions of Article 21.2 [Termination for default of the Supplier].

### **21.1 REPLACEMENT OF THE SUPPLIER**

Within ten (10) Days following a formal notice sent by the Purchaser informing the Supplier of the implementation of option (a) above, both Parties shall jointly establish a report that shall describe:

- the progress of the Services or Supplies and, if applicable, the descriptive inventory of the supplies (as raw materials, spare parts and any other procurements) at the Supplier's or subcontractors' premises or on the site where the Services are performed, and
- the list of supplies that the Purchaser has chosen to keep.

If the Supplier refuses or is missing during such description, upon Purchaser request, a statement of facts drawn up by a judicial officer shall be established at the Supplier's expense.

The Supplier shall remain liable for the Services or Supplies performed by the Purchaser or by a third party. The Supplier is authorized to monitor the performance of such Services or Supplies without being able to hinder the performance thereof.

The Supplier may resume itself the performance of the Services or Supplies when it had demonstrated its ability to re-perform the Services or Supplies in accordance with the requirements of the PO.

The Supplier shall reimburse all the costs incurred by the Purchaser plus 7%. The amount to be reimbursed shall be offset against any sums that may be due by the Purchaser to the Supplier.

## 21.2 TERMINATION FOR DEFAULT OF THE SUPPLIER

### 21.2.1 Cases of termination by the Purchaser

If the Supplier fails to fulfil any of its obligations required by a provision hereafter and has not remedied within thirty (30) Days after receipt of the formal notice, the Purchaser may terminate the PO *ipso jure*, by sending a registered letter with acknowledgment of receipt:

- (a) Article 7.4 [Environmental requirements];
- (b) Article 7.5 [Compliance with Labour law];
- (c) Article 8 [Visits, Inspections and Audits];
- (d) Article 12 [Warranty].

The Purchaser may also terminate the PO in the above-mentioned conditions, if the Supplier fails to perform the Services or Supplies in accordance with the quality, time and price requirements set forth in the PO.

The Purchaser may immediately terminate the PO, without need of a formal notice, if one of the following events occurs:

- (a) a bribery or influence peddling as stated in Article 7.7 [Anti-bribery and Influence peddling];
- (b) if it is predictable that the obtention, suspension, or withdrawal of an authorisation (namely an enabling decision, certification, approval,...) necessary to perform the Services or to deliver the Supplies will lead an unacceptable delay for the Purchaser;
- (c) a breach of obligations set out in Articles 13 [Confidentiality], 14 [National defense and scientific and technical potential of the nation], or 15 [Intellectual Property].

According to the conditions of article 1226 of the French Civil Code, the Purchaser may likewise terminate the PO for any other material breach by the Supplier.

### 21.2.2 Consequences

- (a) In accordance with the provisions of article 1229 of the French Civil Code:
  - i. the PO shall be rescinded when the Services or Supplies could only be useful through the complete achievement of the PO: the Purchaser shall return to the Supplier all the Supplies and Deliverables delivered and the Supplier shall reimburse the Purchaser all sums paid under the PO within thirty (30) Days;
  - ii. the PO shall be terminated when the Services or Supplies performed have found their usefulness as and when they had been implemented: the Parties shall establish the status of the Services and Supplies performed at the date of effect of the termination and, if applicable, the detailed inventory of the supplies accepted by the Supplier. It shall deliver to the Purchaser all the supplies (and the associated quality documents) and the Services or Supplies that the Purchaser has decided to acquire. The Supplier shall be entitled to the payment of the relevant price upon appropriate justification, after deducting all sums already paid by the Purchaser, being understood that the price of the supplies is the purchase net price, excluding any overhead expenses.
- (b) The Supplier shall indemnify the Purchaser for all costs that must be borne by the latter to complete the Services or Supplies itself or by a third party and shall guarantee it for all sums paid by the Purchaser to its Client directly linked to the non-performance.

## ARTICLE 22. DURATION

Subject to the conditions of Article 22.1 [Early termination] hereafter, the PO shall remain into force either until the date provided for in the Particular Conditions or upon full performance of the Services or delivery of the Supplies.

### 22.1. EARLY TERMINATION

**22.1.1** The PO may be terminated by a Party in the cases listed below. Notice of termination shall be given by registered letter with acknowledgement of receipt addressed to the other Party with reasonable notice which shall not be less than fifteen (15) Days.

- (a) by the Purchaser under Article 7.3 [Export control];
- (b) by either Party under the conditions of Article 18 [Force Majeure];
- (c) by the Party to whom authorisation of assignment has not been requested or which refuses the transaction in accordance with Article 19.2 [Assignment].

**22.1.2** The Supplier may terminate the PO in the following three cases:

- (d) if the Purchaser has not paid a valid invoice three (3) months after the due date; such a termination shall occur after thirty (30) Days' formal notice to pay has remained unfruitful;
- (e) In the event of any other Purchaser's material breach, under conditions of article 1226 of the French Civil Code;
- (f) If no agreement is reached within sixty (60) Days under the conditions of Article 20.2 [Suspension by the Purchaser].

**22.1.3** Notwithstanding the foregoing provisions and Article 21.2 [Termination for default of the Supplier], the Purchaser may terminate the PO at any time by registered letter with acknowledgement of receipt giving reasonable notice.

**22.1.4** The PO shall be terminated by operation of law in the event of the termination of the contract concluded between the Purchaser and the Client howsoever caused. The termination of the PO shall occur on the date the termination of the contract with the Client. The Purchaser shall immediately inform the Supplier thereof by registered letter with acknowledgement of receipt.

## **22.2 CONSEQUENCES**

In all cases of termination of the PO referred to in Article 22.1 above, the provisions stated in Article 21.2.2 (a) shall apply.

Each Party shall waive its rights to claim any compensation from the Party which has notified its decision to terminate the PO in the following cases:

- (a) in the event of a termination as provided for in Article 22.1.1 (a) and (b), or
- (b) in the event of a termination of the contract concluded with the Client, except if such a termination is led by the Purchaser's failure to perform this contract.

The Supplier may claim compensation for the direct loss it has suffered as a result of early termination of the PO in the cases provided for in Articles 22.1.2, 22.1.3 or in the event of a termination of the contract concluded with the Client due to the Purchaser's failure to perform its contract.

The terminating Party may claim compensation for the direct loss it has suffered as a result of the early termination of the PO in the cases provided for in Article 22.1.1 (c).

## **22.3 CONTINUING OBLIGATIONS**

The obligations and liabilities of the Parties under Articles 3 [Applicable Law], 7.7 [Anti-bribery and influence peddling], 12 [Warranty], 13 [Confidentiality], 15 [Intellectual Property], 17 [Liability – Insurances] and 24 [Settlement of Disputes], or any other obligations which are by their terms or nature intended to survive the end of the PO, shall survive and continue in full force and effect notwithstanding the occurrence of any of the events or circumstances described in Articles 21 [Default of Supplier] and 22 [Duration] herein.

## **ARTICLE 23. MISCELLANEOUS**

**23.1** If there are versions of any part of the PO which are written in more than one language, the version which is in the French language shall prevail.

**23.2** The official language to be applied to all notifications, oral and written exchanges, Deliverables, etc. shall be the English language, unless otherwise expressly agreed between the Parties.

**23.3** No relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the PO, or the granting of time by either Party to the other, shall prejudice, affect or restrict the rights of that Party under the PO, and nor shall any waiver of any subsequent or continuing breach of the PO.

Any waiver of a Party's rights, powers or remedies under the PO must be in writing, dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

**23.4** If any provision of the PO is found to be invalid pursuant to a final court decision, it shall be deemed to be unwritten and the other provisions shall continue to be effective, except in the case where the invalidity relates to a decisive element of the commitment of a Party. In this case, the Parties shall endeavour to find an alternative solution within a reasonable time.

**23.5** In the PO, except where the context requires otherwise:

- provisions including the word "agree", "agreed", or "agreement" require the agreement to be recorded in writing;
- "written" or "in writing" means hand-written, type-written, printed or (where permitted by the PO) electronically made, and resulting in a permanent record;
- provisions including the word "notification", "notify", or in their conjugated forms, shall require the written form.

## **ARTICLE 24. SETTLEMENT OF DISPUTES**

### **24.1. AMICABLE SETTLEMENT**

The Parties shall attempt to settle amicably any disputes arising out of or in connection with the PO , including any question regarding its existence, interpretation, validity, construction or termination, within forty-five (45) Days of the first written claim issued by a Party.

After such period, if no agreement has been found the Parties agree to refer the dispute to the ICC Mediation Rules.

### **24.2. ARBITRATION**

All disputes which have failed to be settled amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The seat of the arbitration shall be Paris, France; the language of arbitration shall be English. The proceedings shall be confidential.

## **APPENDIX RELATING TO SUPPLIES**

### **ARTICLE 1 VERIFICATION, TESTING AND TECHNICAL INSPECTION OF THE SUPPLIES AT THE SUPPLIER'S PREMISES**

#### **1.1 VERIFICATION AND TESTING AT THE SUPPLIER'S PREMISES**

Prior to carry out the technical inspection of the Supplies at the Supplier's premises, if the Supplies require assembly operations, the Supplier shall notify the Purchaser the assembly completion. Not less than ten (10) Days after this notice, the Parties shall jointly carry out the inspection by checking the various parts of the Supplies.

Performance tests shall then be performed in accordance with the program provided for in the PO or agreed by the Parties upon the Supplier's proposal.

Unless otherwise stated in the PO, during tests, the consumables and raw materials, tools, measuring and control instruments shall be borne by the Supplier. It shall also conduct the tests under its responsibility and with its own staff.

However, certain tests defined in the PO may, at the Purchaser's request and expense, be carried out by an independent body designated by the Purchaser, in the presence and under the responsibility of the Supplier.

The Supplier shall give to the Purchaser the test report within ten (10) Days following the end of such tests.

#### **1.2 TECHNICAL INSPECTION OF THE SUPPLIES AT THE SUPPLIER'S PREMISES**

The technical acceptance at the Supplier's premises shall be pronounced by the Purchaser after satisfactory testing and verification of the Supply before shipment.

It may include:

- (a) a visit to the premises,
- (b) a presentation of the security conditions,
- (c) a verification of the applicable documents,
- (d) the carrying out of tests,
- (e) the metering and visual inspection of the various parts of the Supplies,
- (f) a verification of the dimensional conformity,
- (g) a verification of the expected performance,
- (h) a verification of compliance with applicable regulations,
- (i) a review of logistical aspects.

If no tests are required, the Supplier shall notify the Purchaser to carry out the inspection. The Purchaser shall set the inspection date, which shall take place within fifteen (15) Days after the Supplier's notice, unless otherwise agreed by the Parties.

The technical acceptance shall be pronounced by the joint signature of a report. The Supplier shall be authorised to ship the Supplies upon the signature of this report.

The technical acceptance shall not relieve the Supplier of any of its contractual responsibility.

## **ARTICLE 2 LOGISTIC**

To determine the prices of its bid, the Supplier shall take any information relating to the means of communication and unloading of the Supplies at the delivery place and consider any duty and constraint relating thereto. Furthermore, the Supplier is responsible for obtaining all necessary administrative authorisations.

### **2.1 PACKING AND PACKAGING**

The Supplier shall perform the proper packing and the packaging of the Supplies in order to ensure an effective protection either in terms of handling or preservation until the delivery place.

The damages caused by a defective, insufficient, or unsuitable packaging shall be borne by the Supplier.

Packaging shall be clearly marked on each side with the PO reference and shall bear all the markings and inscriptions which are stipulated in the PO including in particular: date of dispatch, address of the consignor and the recipient of the delivery.

The weight of each package and the location of the slinging shall be indicated on all heavy one, according to the applicable Regulation.

The consigned packages shall be returned (unless otherwise agreed) at the Supplier own expense.

The PO may impose other specific measures.

### **2.2 SHIPMENT AND DELIVERY**

Any delivery batch shall be accompanied by a delivery note and, if any, by the technical inspection report mentioned in Article 1.2 of this Appendix.

The delivery note shall include the followings:

- (a) PO reference,
- (b) delivery place,
- (c) Supplier's company name,
- (d) date of dispatch,
- (e) detailed nomenclature of the items, including the number of packages, the gross and net weight,
- (f) reference of the parts and the corresponding drawings.

The Particular Conditions of the PO shall define the conditions and place of delivery of the Supplies.

The Purchaser may change the place of delivery by giving notice to the Supplier in writing not less than ten (10) Days prior the delivery date, according to the conditions set out in Article 6.1 of the Common Provisions.

Any partial delivery shall be subject to the Purchaser's prior written consent.

The signature of the delivery note by the Purchaser shall in no case be considered as recognition of the conformity of the Supplies to the specifications of the PO.

The Deliverables shall be sent by mail, electronically or by any other method of transmission according to the conditions set forth in the PO (in particular, marking and protection, PO number, name of the Purchaser's technical manager, content of the shipment).

### **2.3 UNLOADING - HANDLING**

Unless otherwise stated in the PO, the Supplier shall unload the Supply with its inhouse handling means at the delivery place indicated in the PO.

If the Supplies require to be assembly or tested by the Supplier, the Supplier shall carry out any and all required operations for achieving them at the delivery place, in the building or facility indicated by the Purchaser.

The Supplier retains fully responsibility for the Supplies until their acceptance. Nevertheless, if the assembly and testing operations cannot be carried out by the Supplier within the days following delivery for a reason not attributable to the latter, a contradictory inventory of the Supplies shall be drawn up to formalise the transfer of risk on the Supplies from the Supplier to the Purchaser; a contradictory inventory shall be drawn up when the Supplies are returned to the Supplier so that it can carry out the assembly operations, in order to formalise the transfer of risk on the Supplies to the Supplier.

The Supplier shall take the necessary measures to protect persons and property that could be threatened during the execution of the assembly and testing operations, under its own responsibility and at its own expense.

## **ARTICLE 3 FINAL ACCEPTANCE**

The PO shall specify, if necessary, the conditions for triggering the Final Acceptance operations. The said operations shall allow to verify that the Supplies and associated Deliverables comply with the specifications stated in the PO.

If an associated Deliverable has to be approved by the Purchaser under the PO requirements, the Purchaser shall assess whether such Deliverable complies with the requirements of the PO within thirty (30) Days following the Deliverable's date of delivery and, if so, it shall issue a FAD.

### **3.1 FINAL ACCEPTANCE OF THE SUPPLIES**

The Final Acceptance shall be pronounced by the Purchaser by notification to the Supplier of a Final FAT.

- (a) if no Services has to be performed by the Supplier on the Supplies delivered after the delivery date, the FAT shall be issued within thirty (30) Days following the date of delivery of the Supplies.
- (b) If the Services include on-site installation, dummy test or industrial operation test of the Supplies, the FAT shall be issued within thirty (30) Days following the receipt by the Purchaser of i) the on-site installation completion report or ii) the successful completion test report or iii) successful industrial operation report, as the case may be.

In case of minor defects, the Purchaser may pronounce the Final Acceptance with reservations; then the FAT shall join a snagging list, which determines the work/Deliverables that remain to be performed by the Supplier and the time-limit within which it shall be performed. If the Supplier fails to complete the Supplies or associated Deliverables within the required period of time, the Purchaser may have them performed at the Supplier's expense and risks under the conditions of Article 19 [Intuitu Personae] of the Common Provisions notwithstanding the application of the LDs for delay provided for in the PO.

### **3.2 REFUSAL**

If the Purchaser refuses to pronounce the Final Acceptance, it shall notify its decision to the Supplier giving the reasons for its refusal within this thirty (30) Days period. The said refusal may result from the non-conformity of a Supply, the absence of a Deliverable or any other reason that the Purchaser must justify. In such a case, the Supplier shall promptly carry out any modification, replacement, adjustment, correction in order to bring the Supplies and associated Deliverables compliant with the requirements of the PO before issuing a further notice for the Purchaser's Final Acceptance.

### **3.3 TROUBLE OR DAMAGE TO PROPERTY CAUSED BY THE SUPPLIER ON-SITE**

The Supplier shall bear any additional costs incurred by the Purchaser or any third party caused by any disruption or delay caused by the Supplier during the performance of on-site installation, dummy test or industrial operation test of the Supplies.

If a damage to the property or premises of the Purchaser or any third party is caused by the Supplier, it shall promptly replace or repair it at its expense by agreement with the Purchaser.

If the Supplier does not fulfil its obligations within eight (8) Days after a formal notice or in case of emergency, the Purchaser shall remedy the damages itself by replacement or repair at the Supplier's own expense or by implementing a temporary solution.

## ARTICLE 4 TRANSFER OF TITLE AND RISK

The title in the Supplies shall pass to the Purchaser upon the date of Acceptance.

The risk in the Supplies shall pass to the Purchaser upon the date of Acceptance.

## ARTICLE 5 WARRANTY

**5.1** The Supplier shall guarantee to the Purchaser that all the elements forming the Supply are new, free from defects and comply with the requirements of the PO.

Unless there is a different provisions in the PO, the warranty period shall be twenty four (24) months from the Final FAT.

The Purchaser shall notify the Supplier of any defect in the Supply that it may detect within the warranty period.

The Supplier shall promptly carry out any replacement, reparation, correction, adjustment and modification in order to remedy this defect.

All costs relating to the warranty obligation shall be borne by the Supplier.

If the correction requires assembly, disassembly or carriage of the Supply to the Supplier's workshops, all costs and risks relating thereto shall be borne by the latter.

The protection measures against the ionizing radiations and those taken for handling objects that are potentially contaminated shall be charged to the Supplier, as well as the scrapping if necessary.

All damages suffered by the Purchaser due to a defect shall be remedied by the Supplier. The said damages shall include, but are not limited to, the internal costs to determine the cause of a fault and monitor the corrective actions implemented by the Supplier, to compensate the unavailability of the Supply and of the installation if any, and any compensation paid by the Purchaser to its customer in relation thereto.

The Supply or any element repaired or replaced is warrantied under the conditions set out above from the date of its acceptance by the Purchaser.

If the defect noted during the warranty period arises from a serial technical defect, the Supplier shall repair or replace, at its own expense, all the delivered Supplies, even if out of warranty and they have not had any incident or failure.

Provisions of Articles 17.1 [Liability] and 21.2 [Termination for default of the Supplier] of the GTCP shall apply in respect of a default in the performance of the warranty obligation.

These provisions shall apply to software and databases.

**5.2** Furthermore, the Supplier shall be bound to a warranty on account of the latent defects of a Supply which render it unfit for use for which it was intended, or which so impair that use that the Purchaser would not have acquired it, or would only have given a lower price for it, had it known of them. The warranty period related to such latent defects is five (5) years following the date of the Final FAT.

If case of a latent defect, the Purchaser shall notify the Supplier within two (2) years from the discovery of such latent defect. If the defect can be remedied by reparation, modification or a change of a spare part, the Supplier shall propose to the Purchaser to carry it out at its own expense.

The Purchaser may decide either to accept the remedy proposed by the Supplier or to return the defective Supply and be refund the total price of the Supply, or to keep it and be refund only a part of the price.

If the Purchaser returns the Supply to the Supplier, the latter shall remove it at its own expense within the time-limit indicated by the Purchaser.

If the Supplier was aware about the latent defect, it shall fully compensate the Purchaser for any loss or damage caused by it.