



**GENERAL TERMS AND CONDITIONS  
OF PURCHASE**

**AREVA**

**Edition 2015**

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**ARTICLE 1 DEFINITIONS**

**Amendment** : shall mean the written agreement by which the Purchaser and the Supplier amend the Order by adapting or supplementing one or more of its clauses.

**Client** : shall mean the legal entity on behalf of which the Purchaser shall perform or have performed the Services including, where appropriate, the delivery of Supplies.

**Common Clauses** : shall mean all the clauses applicable to all Orders and covered by Articles 1 to 31 of the GTCP.

**Deliverables** : shall mean the reports, studies, plans, mock-ups, designs, files and any other documents designed and/or produced by the Supplier pursuant to the Order, either in written, electronic or any other form, known or unknown as the date of the Order.

**Entity or Legal Entity** : *shall mean AREVA or any current or future French company in which AREVA holds, directly or indirectly a majority of its voting rights granting to AREVA a controlling interest over it in accordance with Articles L.233-1 to L.233-5-1 of the French Commercial Code, and which is likely to place an Order.*

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

**Order** : shall mean any order or agreement entered into by an Entity under these General Terms and Conditions of Purchase. The Order will define all the obligations agreed between the Purchaser and the Supplier materialized in a group of named contractual documents.

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

**Purchaser** : shall mean any Entity which enters into an agreement with the Supplier by placing an Order.

**Regulation** : shall mean on Site Regulations applicable to external companies operating on this Site.

**Special Terms & Conditions** : shall mean the contractual provisions specific to a given Order; they may supplement and/or amend the clauses of the GTCP, such Special Conditions prevailing over the GTCP.

**Supplier** : shall mean the Purchaser's co-contractor.

**Supplies** : shall mean any equipment, physical goods and any Deliverables ordered by the Purchaser from the Supplier, as defined in an Order.

**Services** : shall mean any provision of services of any kind whatsoever and/or any Work carried out by the Supplier as stipulated in the Order.

**Site** : shall mean any geographic location in which the Supplier carries out the Services and/or delivers the Supplies Ordered.

**Work** : shall mean any building and civil engineering work, any supplies and any provision of services of any kind.

**ARTICLE 2 PURPOSE**

These GTCP define the general provisions applicable to the Order placed under these GTCP.

The GTCP include common clauses (Articles 1 to 31) applicable to all Orders and specific Annexes.

The GTCP shall apply to any Amendments.

### **ARTICLE 3 ORDERING**

**3.1** Placing an Order closes the negotiations. Consequently, the Parties are deemed to have examined, discussed and agreed on the entire content of the Order and, in particular, all the business terms and technical specifications.

The Parties are deemed to have entered into an agreement upon the day the Purchaser receives unreserved acceptance of the Order from the Supplier.

Before accepting, the Supplier shall check all the information and data included in documents, the Supplier receives from the Purchaser and shall, with the prior consent of the Purchaser, take any corrective measure, which may turn out to be necessary pursuant to the Supplier's obligation to advise.

Any modifications shall be agreed upon by both Parties prior to acceptance of the Order and shall be expressly stated in the Order in its final and signed form.

The Supplier shall request any explanations and/or clarifications from the Purchaser in each case the information sent appears to it to be ambiguous, so as to ensure that it does not contain any error or omission which could result in the incorrect or incomplete fulfillment of the Order, and to make any comments which appear to it to be timely about the data which will be sent to it by the Purchaser. In the absence of such, no claim, reservation or exception can be invoked subsequently by the Supplier.

**Any obligation for which the Purchaser is responsible or restriction of its rights or any amendment notified subsequent to the conclusion of the Order, or which appeared in the delivery documents or requests for progress payments or invoices sent by the Supplier, in particular any retention of title clause, shall be null and void.**

**3.2** Unless stipulated otherwise in the Special Conditions, the Supplier shall return no later than fifteen (15) calendar days after receiving the Order sent by the Purchaser via mail or email, a copy of the signed Order which shall be deemed an acknowledgment of receipt. Should the Purchaser not receive the copy of the duly signed within the term stipulated hereabove, (i) any start of performance of the Order by the Supplier, shall be deemed as a full acceptance of the Order by the Supplier; or (ii), in the absence of such a start of performance by the Supplier, the Order shall be considered as null and void.

**3.3** The clauses in this article shall also apply to Amendments.

### **ARTICLE 4 APPLICABLE DOCUMENTS**

**4.1** The documents constitutive of the Order, in addition to these GTCP, are stated in the Order and form an integral part thereof. Any document from the Supplier, including subsequent to the Order (delivery note, invoice, etc.), shall be of no force or effect unless expressly accepted in writing by the Purchaser.

**4.2** The Order is constituted of, but not limited to:

1. the Special Terms & Conditions, along with all Annexes attached hereto and any document referenced therein;
2. the technical specifications;
3. the copy of any applicable Regulation(s) on Site, as provided by the Purchaser, which the Supplier acknowledges to be aware of;
4. the GTCP;
5. the AREVA Group's Values Charter;

6. the Sustainable Development Commitment.

In the event of any discrepancy or contradiction between the clauses of one or more contractual documents, the order of precedence set forth in the Order shall apply, or in the absence of which, that order set forth hereabove shall apply. Should the Supplier not apply this Clause then the Buyer shall be entitled to terminate the Order in accordance with Article 25.2 "TERMINATION FOR CAUSE".

## **ARTICLE 5 AMENDMENT OF THE ORDER**

### **5.1 AMENDMENT**

The Supplier cannot amend the Order without the Purchaser's prior written agreement.

During performance of the Order, the Purchaser is entitled to vary the scope and conditions of performance of the Services and/or delivery of Supplies.

The Supplier undertakes to carry out such variation, after the Parties mutually agree on any consequences of these amendments, in particular on timescales and prices relating thereto. To meet this objective, the Supplier shall provide the Purchaser with all the necessary information and any quotation as may be requested, to amend the Order.

After updating the new contractual clauses, if applicable, any amendment to the Order is made by way of an Amendment as per Article 3 "ORDERING".

Hence, pursuant to the Amendment, the Supplier is responsible for updating the documents relating to the performance of the Services and/or delivery of Supplies such as: amount of bank surety, insurance cover, etc.

### **5.2 CHANGE IN LAWS**

The provisions of the Order are governed by the laws, regulations, standards and technical or administrative requirements and their interpretation issued by competent authority as at the execution date of the Order. Therefore in case of any change in law, regulation, standard and technical or administrative requirements and/or their interpretation issued by any competent authority occurring after execution of the Order by the Parties which causes a change in the balance of obligations in the Order so as to render the execution of the Order seriously prejudicial to a Party, the prejudiced Party shall inform the other Party of this change by written notice.

The Parties shall meet to agree on a solution and to make appropriate adjustments to the adversely impacted Services and/or Supply. The Parties shall negotiate in good faith to reach an agreement through an Amendment. If despite their best efforts, the Parties cannot reach such agreement within two (2) months from the written notice issuance as stipulated hereabove, either Party shall be entitled to terminate in full or in part the Order upon sending a registered letter to the other Party notifying so. Such termination shall be exclusive of any remedy or compensation whatsoever.

During the above negotiation period, the performance of the Order shall be maintained until it is agreed that such performance shall be partially or entirely halted by the Parties by their agreement as soon as possible from the date of the abovementioned notification.

## **ARTICLE 6 GROUP OF COMPANIES (GROUPEMENT MOMENTANE D'ENTREPRISE)**

When the Purchaser enters into an agreement with several joint Suppliers, the Special Conditions of the Order shall determine the modalities of such consortium. If the Order does

not determine such modalities, then the group of companies shall be held jointly and severally liable to Purchaser.

The group of companies members shall appoint one of them acting as a joint representative in the course of the Order performance. Each Supplier shall grant to the representative who shall accept, the power to act for and on behalf of each and every one of them vis-a-vis of the Purchaser with regard to the Order. The representative shall be held jointly and severally liable to Purchaser with each Supplier.

In particular, the Suppliers shall grant to the representative the following powers:

- To sign the Order and any Amendment and any contractual documents relating to the Order; and
- To collect all payments made by Purchaser, who is released from its obligation to pay under the Order when making payments to the representative;
- To provide the Purchaser with all proper documents necessary for the performance of the Order.

## **ARTICLE 7 SUPPLIER'S WARRANTIES AND REPRESENTATIONS - MANDATORY INFORMATION**

**7.1** The Supplier warrants it has:

- the technical skills and sufficient resources to ensure the provision of the Services and/or Supply in a due and timely manner in accordance with the Order's specifications and the best practices and standards of the industry; and
- the financial and human resources to provide the Services and/or Supply under the Order without risk of interruption; and
- the necessary authorizations, permissions and approvals to perform the Services and/or to deliver the Supplies.

**7.2** The Supplier represents that it is fully compliant with tax law and regulations in particular, in making the statutory declarations and paying the all amounts due (taxes, duties, contributions).

## **ARTICLE 8 SUPPLIER'S OBLIGATIONS AND COMMITMENT**

### **8.1 GENERAL OBLIGATIONS**

The Supplier is bound by an obligation of result ("*obligation de résultat*") in accordance with the full and total performance of the Order and must in particular:

- perform the Services and/or deliver the Supplies in accordance with the clauses of the Order as well as the legal and regulatory clauses and current best practice, norms and standards of the industry.
- to deliver Supplies, free of any ownership or property rights or liens of any nature and unencumbered;
- warrant that all the components of the Supplies are brand new, free from defects, and fit for the purpose stipulated in the Order;
- produce and hand over to the Purchaser in accordance with the forms, quantities, timescales and for the objectives or purposes stipulated , all the documents and/or Deliverables stipulated in the Order or incidental to its correct performance;

Furthermore, the Supplier must notify the Purchaser immediately in writing of any change which occurs during performance of the Order and in particular relating to:

- the address of its company's registered office and/or that of any relevant place of business,

- its share capital,
- its company name,
- its legal form,
- its statutory representatives and the persons having the power to represent it,
- the consortia of which it is part, when these relate to the performance of the Order,
- the opening of any proceeding under any statute of any relevant jurisdiction relating to bankruptcy, insolvency, stay of creditor remedies, moratorium, compromise, arrangement, extension, adjustment or re-organization of debts or other liabilities, liquidation, winding-up or dissolution;
- the temporary or permanent disappearance of a condition linked to the Supplier's prerequisites, such as the holding of any authorization and/or license required for the performance of the Order,
- and more generally, any other significant change relating to the Supplier likely to have an impact on the performance and successful conclusion of the Order.

Should the Supplier fails to notify such information in due time, Then the Purchaser shall be entitled to terminate the Order for Supplier's default.

#### **8.1.1 OBLIGATION OF ADVICE AND INFORMATION**

As a professional, the Supplier shall advise and inform the Purchaser, from time to time in the course of the performance of the Order, of any relevant comments on all documents received from the Purchaser and of any information likely to have an impact on the good performance of the Order.

The Supplier undertakes to propose to the Purchaser, under acceptable technical and financial conditions, any improvements to the Services and/or Supplies, caused by an evolution in the state of the art and likely to enhance the performance of the Order in terms of, but not limited to, costs or quality.

It is the Supplier's responsibility to ensure that the Purchaser's requests are consistent and to advise regarding the suitability of the Services and/or Supplies to the objectives pursued by the Purchaser.

#### **8.1.2 DUTY OF WARNING**

The Supplier is obliged to warn the Purchaser of the consequences of the various decisions that the Purchaser may take under the Order and to draw the Purchaser's attention to the risks of whatever nature it may take in the context of the execution of the Order. The Supplier shall suggest solutions and approaches helpful to the smooth execution of the Order.

#### **8.1.3 COMMITMENTS**

The Supplier shall in particular:

- agree to visits, audits and checks by the Purchaser or by third parties appointed or authorized by the latter or by any competent authority, during performance of the Order, and to make any provisions for this purpose, to provide or facilitate access to its own premises, resources and documents or those of its subcontractors and/or suppliers affected by the different phases of performance of the Order.
- use the French language, unless otherwise agreed, in all documents and correspondence issued in respect of the Order,
- appoint a dedicated contact to monitor the proper performance of the Order,
- define and implement the organization and physical and human resources necessary for the proper performance of the Order and to allocate a competent, stable and suitable team



for performance of the Order, in order to comply with the safety, quality and time objectives defined by the Order.

## **8.2 REACH REGULATION**

The Supplier undertakes that the products (substances, combinations or articles) supplied or used in respect of the Order comply with the clauses of the REACH Regulation (EC regulation No. 1907/2006) and that it will send the Purchaser evidence of this compliance.

### **8.2.1 SUBSTANCES AND COMBINATIONS**

If the substances subject to REACH Regulation have not been registered previously, the Supplier must check that all the substances contained in the product(s) supplied or used pursuant to the Order have either already been registered or (if not already registered) or must register such substances by the signature date of the Order.

For substances and combinations, the Supplier shall state the use made by the Purchaser as the identified use upon registration, or failing this, check for the existence of such statement beforehand in the supply chain in the registration file(s) concerned. This clause does not apply if the Purchaser does not wish to indicate the use made of the substance or combination to its Supplier.

Should an authorization application file be necessary in relation with the substance supplied to the Purchaser as such or in a combination, the Supplier shall inform the Purchaser of its intention to file if necessary, no later than one month after publication by the European Chemicals Agency (ECHA) of the recommendation to list the substance concerned under Annex XIV.

In the event that the authorization is not granted or the Supplier does not comply with the substance's restrictions, the Supplier will propose a substitute product to the Purchaser within three (3) months, which shall have the option of accepting or refusing such product. Should no substitute product be proposed by the Supplier and/or be approved by the Purchaser (the number of proposals by the Supplier being limited to two (2)), the Purchaser may cancel the Order within the conditions of Article 25.2 "TERMINATION FOR CAUSE".

### **8.2.2 ARTICLES**

The Supplier warrants the Purchaser that in each article or part of an article covered by the Order, there is no substance identified on the list defined in Article 59 §1 REACH Regulation (Substance of Very High Concern) in a concentration in excess of 0.1 % mass/mass. Should such concentration be the case, the Supplier shall indicate the name of the SVHC concerned as well as any relevant information, in particular its location and concentration, as well as the justification for its presence.

The Supplier also undertakes to provide, upon written request by the Purchaser, any relevant information relating to a substance identified on the list defined in Article 59 §1 of the REACH Regulation which may be present in the article or part of the article with a concentration of less than 0.1% mass/mass."

## **8.3 REGULATION - CUSTOMS AUTHORIZATION**

In respect of the traceability requirements resulting from the Purchaser's customs Authorization, such as "Authorized Economic Operator" ("AEO") or any equivalent status, the Supplier undertakes that it will provide the Purchaser with the following information.

### **8.3.1 FOR THE PURCHASE OF MATERIALS, EQUIPMENT, HARDWARE, TRANSPORTATION CROSSING THE BORDER OUTSIDE E.U. :**

- the Supplier must evidence its AEO authorization or any other equivalent status, and if it has, specify its authorization number ;
- and on the invoice mention its customs nomenclature, and the origin of the materials, equipment and hardware delivered.

Should the Supplier not be AEO authorized, or hold any equivalent status, it undertakes to send the Purchaser a Security Declaration duly completed and attached to the acknowledgment of receipt of the Order.

If these documents are not provided, the Purchaser will be entitled to terminate the Order forthwith at Supplier's fault, after a ten (10) days written notice left without effect, within the conditions of Article 25.2 "TERMINATION FOR CAUSE".

### **8.3.2 FOR ON-SITE SERVICES :**

If the Supplier is a Service Provider operating on the Purchaser's Site(s), and as such not part of an international logistics chain, it is not mandatory for it to sign a Security Declaration obliging it to abide by safety and security measures.

However, the Supplier acknowledges having been informed by the Purchaser that the performance of the Services shall take place in premises subject to a safety-security requirement pursuant to the AEO authorization.

The Supplier shall abide by and adhere to and procure that its personnel and its subcontractors abide by and adhere to all the safety-security rules applicable on the Site(s), which have been communicated to it by the Purchaser.

## **8.4 HEALTH AND SAFETY AND HEALTH PROTECTION**

The Supplier shall perform and procure that its personnel perform the Order pursuant to the applicable law and regulation, in particular the measures to be taken relating to fire safety, health and radiation protection applicable on the Sites(s) concerned.

In particular the Supplier shall comply with Articles R 4511-1 et seq. of the French Labor Code which specifically address the setting up of a prevention plan when special risks are identified, if applicable, or if the operation consists of hazardous work as stipulated by the regulation of March 19, 1993, or if the operation consists of a planned volume of hours of at least 400 hours within 12 months.

The Supplier shall perform the Order in accordance with Articles R 4515-1 to 4515-11 on setting up a security protocol relating to the loading and unloading operations.

The Supplier shall perform the Order in accordance with all law and regulations relating to health, safety, fire, hygiene, and radiation protection applicable to the Order's place of performance, subject to any more restrictive clauses of any local law and regulation.

The Supplier will appoint a manager on Site for each operation. The manager will have the necessary technical and management authority; in particular, he will ensure the proper performance of the assigned tasks with respect to the Supplier's legal and contractual obligations.

The Purchaser will also specify to the Supplier, prior to performance of the Order, the existence of access to the Site concerned, as well as any specifics on how the Order is to be performed, and the Supplier shall procure that its personnel and any subcontractors comply with such specification.

## **8.5 QUALITY MANAGEMENT**

If a Quality Management Plan (QMP) or Quality Assurance Plan (QAP) is required in performing the Services and/or Supplies stipulated in the Order, the Supplier shall there describe the organization and documentation that it will implement to perform the Order.

The Purchaser, its client or any third party authorized by the same, or any competent authority, reserves the right to audit, in the Supplier's premises, or those of its subcontractors and suppliers, that the Services comply with all the Order's requirements.

Quality audits of the Supplier, its subcontractors and suppliers may also be triggered by the Purchaser, or any third party authorized by the same, in the usual frame of Supplier's assessment of its suppliers, following a specific event, as well as during the performance of the Order.

The Supplier will facilitate the checks and/or quality audits carried out by the Purchaser or any third party appointed by same, or any competent authority, and warrants free access to its premises and those of its subcontractors and suppliers.

Furthermore, the Supplier, its subcontractors and suppliers shall make available from time to time to the Purchaser or any third party appointed by same, or any authority having jurisdiction, all information evidencing quality compliance and relating to the progress of the Order.

The checks, inspections and quality audits carried out by the Purchaser shall not release the Supplier from any responsibility and/or liability. Should some measures implemented by the Supplier appear insufficient, ineffective or unsuitable, Purchaser shall notify of such the Supplier which shall propose a remediation plan within the notified timescale.

## **ARTICLE 9 GENERAL CONDITIONS OF PERFORMANCE**

### **9.1 MONITORING SERVICES PERFORMANCE**

#### **9.1.1 CONTRACTUAL LEAD TIMES**

The lead times stipulated in the Order are mandatory. They are deemed to encompass all the Supplier's obligations and constraints.

Any extension of these lead times, for any reason whatsoever, requires the prior written agreement of the Purchaser in accordance with Article 5.1 "AMENDMENTS" of the GTCP.

#### **9.1.2 PENALTIES**

##### **9.1.2.1 FOR DELAY**

The Special Conditions shall provide penalties for non-compliance with the performance lead times for the Services and/or delivery of Supplies. The Buyer shall be entitled to penalties for delay .In absence of such stipulation within the Special Conditions, then, the applicable penalty shall be as follows :

$$V \times D / 500$$

V = value of the Services and/or Supplies

D = number of days of delay

### **9.1.2.2 FOR PERFORMANCE**

The application of any other penalty relating to performance of the Order shall be defined in the Special Conditions.

## **9.2 TERMS OF APPLICATION**

Should the penalties apply, the amount of such shall be offset against payment due to the Supplier, non-exclusive of the Purchaser's remedy for any shortfall in the sums due in respect of such payments.

These penalties are deemed to be incentive and consequently are not exclusive of any remedy the Buyer is entitled to under the Order. These penalties do not constitute any waiver by the Purchaser of the right to terminate the Order and/or as compensation for any loss suffered. Should the Buyer terminate the Order, the penalties shall accrue until the expiry of the termination notice.

## **9.3 RESOURCES MADE AVAILABLE BY THE PURCHASER**

The Special Conditions of the Order may stipulate, through a dedicated convention if need be, that some resources which belong to or are held by the Purchaser are put at the disposal of the Supplier, such as equipment, office furniture or premises, etc....

Furthermore, the Supplier shall only use the resources made available to it by the Purchaser to the strict extent required for the performance of the Order and in strict compliance with the conditions set forth by the Purchaser. The Supplier does not acquire any right over these resources and it must cease all use and return same to the Purchaser immediately after having performed the Services.

## **ARTICLE 10 FINANCIAL CLAUSES**

### **10.1 PRICE - REMUNERATION**

#### **10.1.1 GENERAL TERMS AND CONDITIONS**

The prices are deemed to include all costs inherent in the performance of the Services and/or delivery of the Supplies mentioned in the Order.

In particular to be borne by the Supplier are all costs including but not limited to sampling costs, audits, analyses, expert reports and tests stipulated in the Special Conditions of the Order, or necessary where non-conformity has been evidenced, or standard in the industry, or required by the French Mines Office (*Service des Mines (DRIEE)*) or any other organization which would have jurisdiction on the Supplies or the Work covered by the Order.

The prices and total amount indicated on the Order are net, all-inclusive, final and non-revisable and expressed in the currency stated in the Special Conditions.

#### **10.1.2 REMUNERATION METHODS**

a) Total and all-inclusive Order price

Unless stipulated otherwise in the Special Conditions, Orders are placed at a total and all-inclusive price in accordance with the stipulations indicated in Article 10.1.1 "GENERAL TERMS AND CONDITIONS" above.

Should the Purchaser amend the contractual terms and conditions used to determine the Services and/or Supplies, the prices applied to the added value and capital loss on quantitative elements will rely as far as possible, on the unit prices used by the Supplier in its quotation attached to the Order.

b) Order on the Price Schedule

For an Order on the Price Schedule, the amounts due are calculated in relation to the quantities performed as recorded in the presence of the Purchaser and Supplier and in accordance with the stipulations provided for in the Special Conditions, or in the lack of such stipulation, in section 10.4 "FINAL PAYMENT".

The Special Conditions set out the unit prices and a non binding estimation of the quantities.

**10.1.3 STATEMENTS - MEASUREMENTS**

- a) For Work, Services and Supplies paid for on the Schedule of unit prices, statements or measurements are recorded by the Supplier and signed by the Purchaser as the Work, Services and Supplies progress.
- b) When the Supplier refuses to sign these statements or measurements or only signs subject to reservations, a rejection statement shall be prepared detailing the circumstances of such rejection. This rejection statement is annexed to the rejected documents. Within ten (10) calendar days from verification of the statements or measurements, the Supplier shall state its comments in writing, which will be attached to the reservation file. After this time limit, the verifications are deemed to have been accepted by the Supplier as if they had been signed with no reservations.
- c) The results of the statements or measurements are taken into account only to the extent they have been accepted by the Purchaser.
- d) No expenditure can be taken into account if it does not originate from the statements or measurements and no claim by the Supplier on this basis will be accepted by the Purchaser.

**10.2 ADVANCE - DOWN PAYMENT**

The Order shall not give rise to the payment of any advance or down payment.

**10.3 RETENTION (RETENUE DE GARANTIE)**

When provided for, retention of payment, whose terms of implementation and amount are stated in the Special Conditions, shall be carried out either on the final payment deadline or on payments of partial invoices of the Order and any Amendments.

This retention shall in all cases be calculated on the total net amount of the Order and every Amendment.

The retention will be under the Purchaser's custody during the warranty period after acceptance of the Services and/or Supplies and including pursuant to Article 12 "WARRANTY" and may, on request by the Supplier, be released provided the Supplier constitutes, in favor of the Purchaser, a first demand guarantee letter in the form of a personal, irrevocable, and unconditional commitment without reservation from a banking institution as approved or agreed by the Purchaser. Should, during performance of the Order, the approval given by the banking institution agreed by the Purchaser be withdrawn, the Supplier, without being able to claim any compensation in this respect, will be required to have another first demand guarantee letter or security bond issued, within twenty (20) calendar days of being notified of the withdrawal of approval.

#### **10.4 FINAL PAYMENT**

When payment terms rely on detailed accounts, Final Payment can only occur after the Purchaser and the Supplier agrees on the General and Final Account ("GFA").

The GFA can only occur after acceptance of the Services and/or Supplies covered by the Order.

The Purchaser and/or Supplier can make claims against the other party, within fifteen (15) days from the GFA is submitted. From this date, the Parties will have two (2) months to find a settlement in the absence of which the terms and conditions of Article 29.2 "SETTLEMENT OF DISPUTES"

#### **10.5 INVOICING**

All amounts are payable subject to the issue of an invoice by the Supplier conforming to current regulations and the stipulations of the Special Conditions.

Invoices shall specify the name of the Purchaser and one (1) copy shall be sent to the department named in the Special Conditions.

Invoices must state the Order reference; the Services and/or Equipment concerned by the invoice, attach all supporting documentation provided by the Purchaser in the Special Conditions and must comply with Article L 441-3 of the French Commercial Code.

In the case of non-conformity, the invoice will be returned unpaid to the Supplier.

#### **10.6 TAXES**

Unless otherwise stipulated in the Special Conditions, the applicable VAT is determined under the law applicable when payable pursuant to the local law. The amount of VAT to be paid by the Purchaser will be indicated separately on the invoices.

In the case of importation of Supplies carried out in respect of the Order and giving rise to a separate payment:

- a) If the Price(s) expressed in foreign currency have been converted into Euros, the rate used will be indicated in the Supplier's offer and stated in the Order.
- b) Customs duties are recorded at the rate in force on the date of the economic conditions used as the basis to set the prices. Any variation in these rates occurring between the offer and delivery will be at the expense of, or to the benefit of the Purchaser.

The Supplier bears all costs relating to the duties, taxes, royalties and deductions for which it is liable.

#### **10.7 PAYMENTS – AUDIT OF PRODUCTION COSTS**

##### **10.7.1 PAYMENTS**

Each payment is subject to the issue of an invoice conforming to the applicable law and regulations and the stipulations of the Order.

Payments are made sixty (60) days at the latest from the issue date, subject to the full performance of the conditions of the Order.

Payment of periodic invoice are made forty-five (45) days at the latest from the date of invoice, subject to the full performance of the conditions of the Order.

Notwithstanding the foregoing, for the road transport of goods, for vehicle rental with or without a driver, transport forwarding and for the activities of forwarding agents, maritime and air freight agents, freight brokers and customs brokers, payments are made thirty (30) days from the date of the conforming invoice, subject to the full performance of the conditions of the Order.

The invoice will be deemed non-conforming if the period between its issue date and date of acceptance by the Purchaser is more than five (5) calendar days.

Payments are made by bank transfer into the account of the Supplier.

The Purchaser reserves the option of automatically offsetting claims that it may have over the Supplier (such as, without this list being exhaustive, late penalties, payment in respect of contractual warranties, especially relating to compliance, revision of negative price, etc.) with the sums that the Purchaser may owe to the Supplier at the time the Order is performed, whether or not the conditions for legal compensation are fulfilled.

If several Suppliers are working as a consortium to perform the Order, the Purchaser will be discharged by payment of the sums due in respect of this Order to their joint representative.

### **10.7.2 AUDIT OF PRODUCTION COSTS**

The Supplier shall allow the Purchaser or a third party authorized by the latter, to check the prices invoiced.

The Supplier undertakes to :

- separate in its accounts , the operations related to the performance of the Order, enabling the following to be identified:
  - expenses relating to supplies of any kind intended to be included in the Services and/or Supplies covered by the Order,
  - costs relating to the labor actually and exclusively employed for the performance of such Services and Supplies,
  - all other individual charges directly applicable to the Order, including customs charges,
  - all charges as considered being indirectly attributable to only part of the Order, including tax charges.
- produce, upon request, its general accounting and the profit and loss accounting for the Order with the related documentation,
- present, upon request, all documentation for its expenditure and in particular proposals and invoices from its subcontractors.

If after a written notice of default remaining without effect after a given time limit, the Supplier fails to send evidence or documentation, gives incorrect information or prevents verification; the Purchaser is entitled to suspend future payments of up to 1/10th of the net amount of the Order. Should the Supplier breach this contractual obligation, the Purchaser is entitled to terminate the Order, for Supplier's fault, without prejudice to any damages or remedy the Purchaser may claim, within the conditions of Article 25.2 "TERMINATION FOR CAUSE".

## **10.8 PENALTIES AND INDEMNITIES FOR LATE PAYMENT**

### **10.8.1 PENALTIES**

If the Purchaser fails to pay on the due date and such failure does not arise out of a total or partial non-performance of its obligations by the Supplier or from an offset made by the Purchaser, the Supplier may charge late penalties. The Supplier shall be entitled to charge interest on any overdue amount at the rate of three (3) times the daily legal French interest

rate per day from the date payment first became due until the date payment has been made in full.

### **10.8.2 INDEMNITIES**

The Supplier is entitled to a lump sum indemnity for collection costs, pursuant to the French applicable law.

Should such collection costs be higher than the aforesaid indemnity, the Supplier shall be entitled to charge the Purchaser a supplementary indemnity upon furnishing due evidence.

### **10.8.3 EXCLUSION**

Should bankruptcy proceedings be commenced against the Purchaser (such as but not limited to a safeguard procedure, receivership, compulsory liquidation), the Supplier cannot in any case invoke the indemnities defined above.

## **10.9 ASSIGNMENT – SECURITY – BANK GUARANTEE**

### **10.9.1 ASSIGNMENT**

The Supplier may assign the Agreement or any part of the Agreement in accordance with the applicable law, including for subcontracting purposes.

Prior to any assignment or delegation of receivable or transfer by the Supplier of its invoices to a third party or factoring company, Supplier shall notify the Purchaser, failing which the Supplier shall hold the Purchaser harmless against any resulting damages incurred by the change in payment address in the case of error by the Purchaser.

Such substitution shall be stated on the invoices and shall request the new creditor to notify the assignment of receivables to the Purchaser by registered mail with acknowledgment of receipt, regardless of the form or terms, carried out within the forms provided by law.

Agreement by the Purchaser to a Deed of Assignment being neither necessary nor mandatory, the Purchaser shall not issue such. The Purchaser reserves the right to enforce exceptions based on its own relations with the assignor against the assignee credit institution.

The Supplier undertakes irrevocably, in the case when payments are wrongly made to it and notwithstanding any exceptions that it may make to the recipient entity, organization or credit institution of the receivables, that it will remit funds forthwith immediately and directly to this third party, at its own costs, discharging the Purchaser from any liability for same. The Supplier is required to hold the Purchaser harmless against all resulting damages in the case of its own error or that of the assignee.

### **10.9.2 SECURITY**

The Purchaser may agree that the Order constitutes a security; in such event, it will issue the Supplier with a copy of the Order bearing the statement “Single Copy” and intended to constitute a security.

### **10.9.3 PERFORMANCE BOND**

In addition to the clauses in Article 10.3 “RETENTION”, the Purchaser may require a performance bond for the Services and/or delivery of Supplies covered by the Order. In this



case, a first demand performance bond will be requested, in favor of the Purchaser, in the form of a personal, irrevocable, and unconditional commitment without reservation from a banking institution approved or agreed by the Purchaser.

The bond shall remain in full force until the occurrence of the contractual event stipulated in the Special Conditions as the full performance of the secured obligations. The first demand performance bond shall have as its expiry date the date at which the full performance of the secured obligations is achieved.

## **ARTICLE 11      VALIDATION – ACCEPTANCE – DELIVERY**

### **11.1.    VALIDATION**

In accordance with the Special Conditions of the Order, the Supplier may submit interim reports on the Services-related Deliverables to the Purchaser for comments and/or validation.

Such comments and/or validation:

- do not constitute any acceptance whatsoever of the Deliverables and do not trigger the warranty period provided for in Article 12 “WARRANTY”,
- do not release the Supplier from its obligation for full and total performance of the Services as stipulated in the Order,
- do not release the Supplier from its responsibility to correct any defects, errors or omissions affecting the Deliverables.

The Supplier shall carry out any further steps required for the Deliverables and shall take the Purchaser's comments into account, until validation of the Deliverables by the Purchaser.

### **11.2.    ACCEPTANCE**

#### **11.2.1 PRINCIPLE**

Acceptance shall mean all the operations and/or the document by which the Purchaser states the apparent conformity of the Services and/or the Supplies, as well as the delivery of the Supplies covered by the Order, with all the provisions, specifications and documentation provided for in the Order and in which the Purchaser states it accepts them with or without reservations.

#### **11.2.2 TERMS**

Subject to the provisions of Article A.7.1 “OPERATIONS PRIOR TO ACCEPTANCE” in Annex A, the specific terms and conditions of acceptance, in particular the period for acceptance, shall be stipulated in the Special Conditions and shall not be constitutive of a competition restrictive practice pursuant to Article L. 442-6 of the French Commercial Code. If the acceptance period is not stipulated in the Special Conditions, then the acceptance period shall be set in accordance with business best practice and cannot exceed thirty (30) days starting from fulfillment of the Service and/or delivery of the Supply. An acceptance certificate shall be signed by the Purchaser and initialed by the Supplier.

In the absence of Special Conditions, the provisions stipulated in this Article are applicable.

The Purchaser reserves the right to:

- grant unreserved acceptance when the Services and/or Supplies raise no comments or reservations,

- grant acceptance with reservations when some minor parts of the Services and/or Supplies have not been completed or exhibits non-conformities which do not prevent the Purchaser from using the Services and the Supplies under the conditions set forth in the Order. If the Purchaser makes reservations, the Supplier shall remedy the nonconformities relating to these reservations, at its own costs, within the lead times indicated by the Purchaser. As long as the nonconformities have not been remedied, the related payments are suspended, unless expressly agreed otherwise in writing by the Purchaser,
- accept the Services and/or Supplies in a state of incompleteness or not conforming with the Order provisions in exchange of a price reduction of an amount determined by the Purchaser,
- reject the Services and/or Supplies in full or in part and, if applicable, substitution of the Supplier by a third party within the conditions defined in Article 23 "SUPPLIER'S DEFAULT".

The acceptance certificate is signed by the Purchaser and initialed by the Supplier.

### **11.2.3 CONSEQUENCES OF ACCEPTANCE**

#### **11.2.3.1 Start of the warranty**

The warranty for the Services and/or Supplies starts:

- on the date of final acceptance of the Services according to the above conditions, and
- in the absence of any rejection relating to the delivery note for the Supplies in accordance with the conditions below.

#### **11.2.3.2 Title and risks**

Transfer of title takes place upon delivery.

Transfer of the risks relating to the Services and/or Supplies pass to the Purchaser on the effective acceptance date as stated in the effective certificate or failing this at the end of the thirty (30) day period referred to in Article 11.2.2 "TERMS" above.

### **11.3 DELIVERY**

The Special Conditions of the Order stipulate the conditions and delivery location of the Services and/or Supplies pursuant to the terms defined in Annex B, and the Incoterm (ICC 2010) if applicable. Unless otherwise stipulated in the Special Conditions, the delivery shall be made to the Purchaser's premises.

In all cases, the Purchaser may change the delivery location of the Services and/or Supplies by written notification to the Supplier before the delivery date. All partial delivery shall be subject to the prior written agreement of the Purchaser. Moreover, the Deliverables shall be delivered either by mail, sent electronically mail or by another means complying with the conditions stipulated in the Order (specifically marking and protection, Order number, name of the Purchaser's technical manager, content of the delivery, etc., subject of the Order if this is not confidential).

If applicable, a delivery note shall be given when Supplies are delivered. The delivery note shall be signed by the Parties. The delivery note must refer to the Order and must detail the quantities of Supplies covered by the Order. Each Supply will be labeled with the Order reference concerned.

Signature of the delivery note by the Purchaser shall never be considered to constitute acknowledgment of the Supplies' conformity to the specification of the Order, the Purchaser reserving the right to notify the Supplier within the statutory time limits of any loss, damage or non-conformity of the Supplies recorded on unpacking or subsequent checks.

## **ARTICLE 12     WARRANTY**

The Supply shall be carried out in accordance with best practice and current laws, regulations and norms and standards, and be delivered in accordance with the Order's requirements and specifications.

Unless otherwise stipulated in the Special Conditions, the Supplier warrants conformity of its Services and/or Supplies, for twenty-four (24) months.

Should any error or defect occur, the Purchaser shall forthwith inform in writing the Supplier thereof, indicating the nature of such error or defect.

Unless expressly waived by the Purchaser, during the warranty period the Supplier shall carry out any replacement, repair, correction, modification, update and adjustment necessary to obtain or maintain the characteristics, performance and results specified in the Order, at its own expense and as soon as possible.

All the costs relating to the replacement, repair, correction, modification, update and adjustment necessary, staff, travelling and accommodation expenses and other costs resulting from the implementation of this warranty, as well as any additional costs relating to such are borne by the Supplier, with the exception of those resulting from normal wear and tear of the Supply or exclusively due to the Purchaser, as duly evidenced by the Supplier.

Such replacement, repair, modification, correction or alignment to the specifications of the Supply will be carried out, at the Purchaser's option, either at the Purchaser's site, or its Client's site (in France or worldwide, as specified in the Order), or at the Supplier's site. If it is required to carry out the repairs, corrections, modifications or alignment to the specifications off-Site, (or not on the Purchaser's or Supplier's premises) the repatriation of the Supplies as well as its re-shipping (and the risks arising out of such) are to be met by the Supplier, the Purchaser reserving the right to choose the appropriate means of transport, according to its requirements.

While implementing its warranty obligation, the Supplier shall bear the costs of protective measures against the risks of radiation and special measures required by the handling of objects which could have suffered from radioactive contamination.

If it proven that the defect originates from a material, design or manufacture likely to be repeated, the Supplier shall replace or modify at its own expense all the Supplies delivered and/or in progress under the Order, even if these have not produced any incident.

Any damage caused by the error or defect in the Supply (such as but not limited to alignment to the specifications staff costs, Purchaser's engineering costs, packaging and transportation costs and customs duties) are borne exclusively by the Supplier. If, after a written notice, the Supplier refuses to align the Services and/or Supplies to the specifications within the given period or is unable to conform to the specifications, the Purchaser shall be entitled to perform them on its own or to have them performed, without delay and with no other formalities, by any third party at the Supplier's risks and expense. Should the Purchaser and/ or the third Party perform the replacement, repair, correction or modification of a part of the Supply, such part shall be guaranteed under the same conditions as those stipulated in these GTCP and/or in the Special Conditions and for a new period equal to the term of the initial warranty starting from the date of acceptance or delivery of the replaced, corrected, repaired or modified supply, plus the period that the Supply was unavailable.

The Special Conditions may provide for a holdback over the sums due, in the conditions as pursuant to Article 10.3 "RETENTION".

## ARTICLE 13 LIABILITIES - INSURANCE

### 13.1 LIABILITY

The Supplier shall be liable as provided by Law, for any bodily injury, damage and loss of property - including gross negligence and willful misconduct - resulting or not from bodily injury or damage to property that it may cause to the Purchaser or to any third party, through its own fault, that of its agents and employees, its subcontractors, suppliers and service providers, arising out of the Order.

The Purchaser cannot be held liable for indirect and/or consequential damage (such as, but not limited to, loss of profits, loss of production, damage to brand image) regardless of the time, origin and cause of this damage caused to the Supplier. Consequently, the Supplier indemnifies and holds the Purchaser harmless against any third party claim for this type of damage in the performance of the Order.

### 13.2 CIVIL NUCLEAR LIABILITY

When the Purchaser is acting as an operator of a nuclear installation, the Purchaser is liable for damage to or loss of life of any person and damage to or loss of any property caused by a nuclear incident which arising out from Purchaser's installation as specified in Articles L. 597-1 et seq. of the French Environment Code or any other subsequent amending clauses, setting out the conditions of implementation in French law of the current Paris Convention regarding civil liability in the field of nuclear energy. The Purchaser's liability as a nuclear operator shall not apply to the nuclear installation itself and any other nuclear installation, including a nuclear installation under construction, on the site where that installation is located; and any property on that same site which is used or to be used in connection with any such installation

Furthermore in the case of a nuclear accident caused intentionally or by the Supplier's gross negligence, the Purchaser shall have recourse against the Supplier, for 20% of the amount of the Order, excluding taxes, with a maximum of one million (1,000,000) Euros

### 13.3 INSURANCE

The Supplier shall take out and maintain the necessary valid insurance policies to cover the risks and liabilities to which it is subject, pursuant to both the applicable law and regulation and its contractual commitments.

The Supplier shall subscribe to a "*general civil liability*" (*responsabilité civile générale*) insurance policy for an amount sufficient to cover the financial consequences of any bodily material or immaterial damages.

If the Order is concluded for design services, the Supplier shall also be insured for "*professional civil liability*" (*responsabilité civile professionnelle*) and product liability when the Order relates to a delivery of Supplies.

Prior to the Order, the Supplier shall produce the civil liability insurance certificates, issued by its insurance company, not more than six (6) months old, indicating the reference number and the effective date of the insurance policy, the cover provided, the amount and deductible, sub-limits, activities, nature of the work or assignments covered. The Supplier shall also provide the evidence that it is up to date with payment of the premiums.

In case of a multi-year insurance policy, the Supplier shall produce the above-mentioned certificate(s) every year on the renewal date of its insurance policy.

In the event of a consortium, the certificate shall include the insurers' agreement on the representative's joint and several commitments and, if applicable, that of the other members unless the representative has not received authorization to take out syndicated insurance policies to cover all the members in the consortium.

The Supplier shall in particular be insured, if applicable, against:

- damage to the Supplies located in the factory or in any other location of the storage, assembly and/or test location, naming the Purchaser as additional Insured during performance of the Order,
- damage to goods covered by the Order being transported from the loading of the Supplies until their final destination, including during temporary storage, up to 110% of its replacement value,
- damage needed to be covered by an insurance such as:
  - ten year guarantee, damage caused by its vehicles or those rented that it uses to perform the Order (on public roads or on private property), in accordance with current legal clauses;
  - damage suffered by its personnel.

It shall also take out, as required, the insurance necessary to cover damage caused by its construction machinery or rented, fixed or mobile machinery that it is using to perform the Order.

The Supplier shall impose the same obligations to its subsidiaries, parent or related companies, partners, assignees or subcontractors, in default of which it will itself be liable for these damages in their place.

Furthermore, the Supplier and its subcontractors shall insure their own equipment, whether they are owners, renters or custodians of the said equipment. The Supplier and its insurers waive all rights and remedies against the Purchaser and its own insurers. The Supplier shall notify the Purchaser of any modification affecting its insurance policies, as well as any event likely to cause the suspension or termination of the policies subscribed to if such change is likely to affect the Supplier's obligations.

Should the risks become uninsurable, having regard to the evolution of the insurance or re-insurance market, the Supplier shall bear all the costs due to a loss, initially covered by its policies and having become uninsurable during the performance of the Order at no additional cost to the Purchaser.

### **13.4 OTHER CLAUSES**

For building, civil engineering works, Supplies, Services and Transportation, the clauses stipulated in the Annexes to the GTCP supersede the present article.

## **ARTICLE 14 INTUITU PERSONAE - SUBCONTRACTING**

### **14.1. INTUITU PERSONAE**

The Order is concluded by the Purchaser in consideration of the Supplier's identity. Accordingly, the Supplier is personally obliged to fulfill its contractual obligations.

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

In the event of a change in the Supplier's identity as mentioned in article 8.1 "GENERAL OBLIGATIONS" (legal situation, share capital structure, change of control, etc.), the Purchaser reserves the right to terminate the Order without any cost to the Supplier.

#### **14.1.2 TRANSFER - ASSIGNMENT**

The Supplier shall not transfer or assign any rights or obligations under the Order, in any way, without the prior written agreement of the Purchaser. Any change in the direct or indirect control of the Supplier's share capital shall be deemed constitutive of an assignment of the Order.

Subject to the Purchaser's prior consent, any assignment shall be effective upon signature of an Amendment to the Order, provided the Supplier remains personally liable for the proper performance of the Order until the effective date of the assignment.

#### **14.2 SUBCONTRACTING**

The Supplier shall not subcontract all of its contractual obligations.

Subject to the Purchaser's prior written consent, the Supplier may subcontract and its subcontractor may subcontract a portion of the Services. Prior to such subcontracting, the person of subcontractor and its payment terms shall be approved by the Purchaser according to the Law No. 75-1334 of December 31, 1975 relating to subcontracting.

The Purchaser is entitled to refuse any subcontracting by the Supplier, as well as the person of any subcontractor proposed by the Supplier. In the event of such refusal, the Supplier is not entitled to claim any financial damages or extension of the lead time.

If subcontracting is authorized by the Purchaser, the Supplier shall remain fully responsible and liable for performance of the Order.

The Supplier moreover indemnifies the Purchaser against:

- any failure by one of its subcontractors, or by any other contributor, caused by it or by its subcontractors,
- any claim from its subcontractors or from members of any subcontractor's staff.

#### **ARTICLE 15 EMPLOYMENT**

According to the French Labor Code, the Supplier shall, from the effective date of the Order and with a minimum of every six (6) months, provide the following documents in French or translated into French:

##### **15.1 When the Supplier is established in France (Articles D 8222-5, D 8254-2 and D 8254-4 of the French Labor Code):**

A certificate of the up to date payment of the social contribution as well as an up to date declaration provided for in Article L 243-15 of the French Social Security Code not more than six (6) months old, issued by the URSSAF (French Organizations for the payment of social security and family benefit). The Purchaser shall verify the authenticity of such certificate with the URSSAF.

**When registration of the Supplier on the Trade and Companies Register or the Trades Register is mandatory or when this is a regulated profession, one of the following documents:**

- a) An extract of the registration on the Trade and Companies Register (L or K bis);
- b) An ID card proving registration on the Trades Register;
- c) A quotation, advertising document or item of business correspondence, stating the name or company name, full address and registration number on the Trade and Companies Register or the Trades Register or registration on a list or schedule of a professional body, or the reference of the approval issued by the competent authority;
- d) A receipt for the filing of the declaration with a center of business formalities, for entities in the process of being registered;

## **15.2 When the Supplier is established abroad (Articles 8222-7, D D8254-3 and D 8254-4 of the Labor Code):**

In all cases

- a) A document stating its individual ID number allocated in implementation of Article 286 ter of the French General Tax Code; if the Supplier is not required to have such a number, a document stating its identity and address or, if applicable, the details of its particular tax representative in France;
- b) A document certifying the conformity of the Supplier's social situation with regard to EC Regulation No. 883/2004 of April 29, 2004 or an international social security convention and, when the legislation of the country of domicile provides for such, a document issued by the body managing the statutory social regime stating that the Supplier is up to date with its social declarations and payment of the contributions relating thereto, or an equivalent document or, failing this, a certificate confirming that the social security deductions and contributions provided for in Article L. 243-15 of the French Social Security Code have been paid.

### **When the Supplier's registration on a professional register is mandatory in the country of establishment or domicile, one of the following documents:**

- a) A document issued by the authorities holding the companies registry or an equivalent document certifying this registration;
- b) A quotation, advertising document or item of business correspondence, stating the name or company name, full address and nature of the registration on the professional register;
- c) For companies in the process of being set up, a document updated not more than six (6) months prior issued by the authority authorized to receive the registration on the professional register and attesting to the request for registration on such register.

Furthermore, regardless of whether it is established in France or abroad, if the Supplier has foreign employees, it shall also submit a list naming the foreign employees employed by the latter and requiring a work permit. The list, which will be created based upon the staff register, will give the following details for each employee: his name, recruitment date, nationality, type and number of the work permit.

If these documents are not provided, the Purchaser is entitled to terminate the Order forthwith for Supplier's default, ten (10) days after a written notice which remains without effect, within the conditions of Article 25.2 "TERMINATION FOR CAUSE".

## **ARTICLE 16 CONFIDENTIALITY - NATIONAL DEFENSE**

### **16.1 CONFIDENTIALITY**

The term "Confidential Information" shall mean any information or other data communicated in any form (in particular verbally, in writing or electronically) directly or indirectly by or on behalf of the Purchaser or the Supplier, both before the effective date of the Order and after this date. The term specifically includes any information or data of a personal, scientific, technical, technological, industrial, social, commercial, financial, legal or any other nature, regardless of whether or not it is covered by intellectual property rights, and specifically including all plans, designs, specifications, processes, know-how, methods, studies, software or software packages and clients' or partners' names.

The Supplier undertakes at all times that it will keep confidential the Confidential Information that it receives from the Purchaser.

The Supplier in particular :

- shall not disclose, directly or indirectly, all or part of the Confidential Information to any third party without the Purchaser's prior written consent;  
Should the Purchaser give such consent, the Supplier may only send such Confidential Information to the third party(ies) concerned if such third parties are previously obliged in writing to comply with the same obligations as those arising from these conditions. In any case, the Supplier shall remain fully liable toward the Purchaser for any failure by this/these third party(ies) in respect of their confidentiality obligations as defined above;
- shall not disclose the Confidential Information to any person other than members of its staff or, if applicable, other third parties which may be authorized in accordance with the above article on a need-to-know basis and only to the extent necessary for the performance of the Order. Pursuant to the provisions of competition law, the Supplier shall not, when it is carrying out activities in competition with the Purchaser's activities, disclose the Purchaser's Confidential Information, if applicable, (specifically in respect of prices, volumes or production costs) to any person likely to take such into account when preparing the Supplier's business strategy, now or in the future;
- shall only use or reproduce the Confidential Information to the strict extent necessary to perform the Order. The Supplier warrants specifically it shall not use the Confidential Information for purposes contrary to the Purchaser's legitimate interests; in particular, the Supplier warrants that it shall not use the Confidential Information to directly or indirectly poach any client, supplier or other current or potential business partner of the Purchaser or to incite such client, supplier or business partner to end its relationship with the Purchaser.
- shall keep a record of the Confidential Information, any existing statements relating to ownership and/or confidentiality, including when they are lawfully reproduced, on any media;
- shall take all reasonable steps not less protective than those taken by the Supplier for the protection of its own Confidential Information, in order to prevent and protect the Confidential Information against theft as well as against unauthorized use, disclosure and/or reproduction ;
- on first written request by the Purchaser shall :
  - (i) provide a list of persons having had access to the Confidential Information; and/or
  - (ii) cease to use and/or immediately return all or part of the Confidential Information communicated by the Purchaser together with a detailed list of the Confidential Information thus returned; and/or
- destroy and certify in writing having destroyed all documents containing Confidential Information, producing a summary schedule detailing such to the Purchaser.

The Supplier shall inform the Purchaser of any breach of any of its obligations arising from this article, in particular through its act and/or that of a third party recipient of the Confidential Information, and to give the Purchaser and/or any person appointed by the latter full assistance in order to minimize the damaging effects of such failure. The Supplier undertakes moreover that it will compensate the Purchaser for any loss caused by any failure of the obligations arising from this article, through its act, and/or that of the third party.

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

## 16.2 NATIONAL DEFENSE

Accessing, even coincidentally, and/or holding information classified as “*Secret Défense*” (Secret), “*Confidentiel Défense*” (Confidential) or protected information or media relating to national defense is ruled by a special procedure stipulated in the documents constitutive of the Order.



## **ARTICLE 17 INTELLECTUAL PROPERTY**

### **17.1 BACKGROUND KNOWLEDGE**

The term "Background Knowledge" shall mean all knowledge, experience, procedures, documents, know-how, software, data, specifications, plans, processes and, more generally, any information in any form, as well as all property rights attached to such (in particular patents, designs and models, copyright), regardless of their nature or their media, which a Party may hold before the effective date of the Order or for which it has obtained, subsequent to and independent of the Order, the right to own.

#### **17.1.1 PRINCIPLE**

Without prejudice to any third party rights, each Party remains the sole owner of its Background Knowledge used to perform the Order.

The Supplier warrants, in respect of performance of the Order, that it will only use:

- (i) its Background Knowledge, which it owns in full or over which it has or has obtained sufficient rights of use to be able to perform the Order and, if applicable, that it will grant such by license to the Purchaser in accordance with the terms of Article 17.1.3, and/or
- (ii) the Purchaser's Background Knowledge which the latter has, if applicable, communicated to it to be able to perform the Order in accordance with the terms of Article 17.1.2, and/or
- (iii) knowledge in the public domain, and therefore free from any rights, in such a way so as not to limit any rights granted to the Purchaser as provided for in Article 17.1.3.

#### **17.1.2 THE PURCHASER'S BACKGROUND KNOWLEDGE**

To strict extent necessary to perform the Order, the Purchaser may disclose to the Supplier its Background Knowledge which it has and grant the Supplier and any subcontractors, excluding any other third party, a right to use such Background Knowledge.

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

#### **17.1.3 THE SUPPLIER'S BACKGROUND KNOWLEDGE**

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

In the absence of such mention, the Supplier shall be deemed to hold no Background Knowledge.

Upon accepting the Order, the Supplier grants to the Purchaser a non-exclusive, royalty-free, fully-paid up, perpetual worldwide license to use Supplier's Background Knowledge to the extent of using the Results for both internal and business purposes, in accordance with the terms of Article 17.2. When relating to know-how, such license shall last until such know-how becomes public. The Purchaser shall be entitled to grant sublicenses and/or to assign this Background Knowledge right to use to whomever it may deem fit, including but not limited to the Entities.

Therefore, the Supplier authorizes the Purchaser to disclose, register, reproduce, use, translate, adapt, modify, and communicate Supplier's Background Knowledge to the extent necessary to the Purchaser to use the Results.

Should this Background Knowledge be owned by any third parties in full or in part, the Supplier shall obtain from said third party and on behalf of the Purchaser, any assignment or license of the same rights of use as aforementioned.

The financial consideration for such license shall be a lump sum which is already included in the price of the Order.

## **17.2 RESULTS**

For the purpose of this Article 17, "Results" shall mean all the knowledge, information or results, whether patentable or not, methods, know-how, data, software and any documents (such as but not limited to any databases or any other kind of data, all reports, plans, drawings, specifications and processes), whatever their media (specifically paper or digital technology) created or generated during performance of the Order.

### **17.2.1 – PRINCIPLE**

Unless stipulated otherwise in the Order, the Supplier assigns for its sole benefit, any and all part of the Results as well as the intellectual property rights attached thereto to the Purchaser, the ownership and title being transferred at completion.

The Supplier waives all the rights whatsoever it may claim on this Results.

The price of the Order includes the lump sum price of the above-mentioned assignment of the Results as well as the intellectual property rights attached thereto.

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

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

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

### **17.2.2 COPYRIGHT – SOFTWARE**

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

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

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

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

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

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

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

### **17.3 WARRANTIES**

Supplier's "Personnel" shall mean all the individuals working under the authority of the Supplier or on behalf of same and having contributed to producing the Results, such as permanent members of the Supplier's staff, trainees, doctoral students, post-doctoral students, temporary workers and/or consultants.

- a) The Supplier warrants that it is owner or assignee of all the intellectual property rights attached to the Results, in particular copyright, of the various executants of the Results whether these are its Personnel or third parties such as any subcontractors, and that it may therefore freely assign such within the conditions defined in Articles 17.2.1 and 17.2.2.

The Supplier shall procure the payment of any remuneration due to members of its Personnel or to third parties, in particular the payment of any additional remuneration or fair price in accordance with patent law or even any payment associated with the

assignment of copyright. The corresponding amount is already included in the price set out in the Order.

The Supplier warrants that and shall procure that members of its Personnel or of the above-mentioned third parties shall execute any formality such as signature of mandates, deeds of assignment or declarations, as necessary for the legal protection of the Results by the Purchaser.

- b) The Supplier warrants to the Purchaser that the Results do not infringe pre-existing intellectual property rights owned by any third party, a member of the Supplier's Personnel or any subcontractors.

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

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

- c) Except for any clause defined in the Special Conditions, the Supplier represents and warrants that to its knowledge and after appropriate checks, the Results in the form of software or other Supplies do not include any part of the software known as "free" or "open source".
- d) The Supplier will grant, *mutatis mutandis*, the same warranties as those stated above in respect of any Background Knowledge granted under license to the Purchaser in the terms of Article 17.1.3.

## **ARTICLE 18 DATA PRIVACY**

### **18.1 DATA COLLECTED BY THE PURCHASER**

The Purchaser may collect, process and send personal data relating to the Purchaser's employees and/or those of the Entities to the Supplier, which warrants that it will respect the confidentiality and security of this data, in accordance with the "Data Protection and Freedom of Information" obligations resulting from Law No. 78-17 of January 6, 1978 amended by Law No. 2004-801 of August 6, 2004.

In the case of collection and processing of personal data, the Purchaser will be considered as "Data Processor" within the meaning of the clauses of Article 3 of Law No. 78-17 of January 6, 1978 amended by Law No. 2004-801 of August 6, 2004.

The processing of personal data in respect of the Order will therefore be recorded in the "file of records", held by the AREVA Group's Data Protection Officer which it keeps available to the French Data Protection Authority (CNIL). The Purchaser's employees and/or those of the

Entities whose data has been collected and processed can exercise their right of access, amendment and/or deletion of their personal data with the Data Protection Officer.

The Supplier warrants:

- that it shall process personal data exclusively on behalf of the Purchaser, in accordance with the latter's instructions, and is prohibited from using such on its own behalf or communicating it to a third party without the Purchaser's express agreement in advance and in writing;
- that it has implemented the appropriate technical and organizational measures to ensure the security and confidentiality of personal data processed in respect of the Order.

## **18.2 PROCESSING OF DATA COLLECTED BY THE SUPPLIER**

In respect of performance of the Order, (if, exceptionally, the Supplier is considered as "Data Processor" as it determines the purposes and methods of processing of the personal data relating to the Purchaser's employees and/or those of the Entities) the Supplier will warrant in a specific agreement with the Purchaser, and after agreement by the Purchaser's Data Protection Officer, that it will respect the confidentiality and security of this data, in accordance with the "Data Protection and Freedom of Information" obligations resulting from Law No. 78-17 of January 6, 1978 amended by Law No. 2004-801 of August 6, 2004.

According to Article 35 of the above-mentioned laws, personal data can only be processed by a subcontractor or by an entity acting under the authority of the Data Processor or of the subcontractor, on instruction by the Data Processor, i.e. the Supplier.

The Supplier will declare the processing of personal data in respect of the Order to the French Data Protection Authority, unless it has appointed a Data Protection Officer who records it in its "file of records", which it keeps available to the French Data Protection Authority.

The Supplier warrants:

- that it shall process personal data exclusively on behalf of the Purchaser, in accordance with the latter's instructions, and is prohibited from using such on its own behalf or communicating it to a third party;
- that it has implemented the appropriate technical and organizational measures to ensure the security and confidentiality of personal data processed in respect of the Order.

## **ARTICLE 19 REFERENCE AND OWNERSHIP OF NAMES, LOGOS AND TRADEMARKS**

AREVA's names, logos and trademarks and those of the Entities are their own property. The Supplier warrants it shall not use such in any context, in particular for reference or publicity purposes, without the Purchaser's prior written agreement.

Moreover, any reference to AREVA's names, logos and trademarks and those of the Entities, by the Supplier :

- is only authorized by AREVA on the Supplier's website or sales brochure if the Supplier has submitted the draft reference to the Purchaser prior for validation,
- is strictly forbidden on the Supplier's documents on headed paper (letters, quotations, invoices, etc.),
- shall comply with AREVA's corporate branding, sent to the Supplier by the Purchaser provided AREVA has approved the draft reference stated by the Supplier;
- shall not affect the image, reputation and activities of the AREVA Group.

## **ARTICLE 20 SECURITY AND ACCESS TO THE IT SYSTEM**

### **20.1 SECURITY**

The Supplier warrants that it is aware of applicable laws, regulations and industry standards relating to computer security, and especially those relating to computer hacking, to unlawful presence in a system, to the deliberate disruption of the system's operation, and to fraudulent use of the data, and undertakes that it will comply with such.

In the event of unlawful or unauthorized access and/or use of the data and/or the Purchaser's IT system, or if such an event is suspected, the Supplier shall warn the Purchaser of such a security incident in writing and as soon as it has knowledge of such as soon as it is recorded and/or of any notification received from an authority on which it directly or indirectly depends. In such a case, the Supplier reserves the right to take any appropriate measure which it deems necessary to protect its data and/or its IT system, including but not limited to suspension of any connection and/or blocking of any access. In no case should the Purchaser be held liable for the consequences of deterioration in the quality of the Supplies and/or Services as a result of the measures taken in the above conditions.

In the event of unlawful or unauthorized use of the Supplier's IT system, or should such an event be suspected, the Supplier shall warn the Purchaser of such an event in writing and as soon as it has knowledge of such from the time it has notice of it or receives any notification from an authority on which it directly or indirectly depends.

### **20.2 ACCESS TO THE IT SYSTEM**

For any access to the Purchaser's IT system, the Supplier shall comply (and shall procure its personnel to comply) with all the security conditions specific to the performance of the Order, if applicable, as stipulated in the Special Conditions, such as the current conditions of access to the Site concerned and to the Purchaser's IT system, which have been communicated in writing prior to any intervention.

The Supplier is authorized by the Purchaser to access the Purchaser's IT system to the strict extent necessary to perform the Order.

The Supplier shall not use software other than the ones provided and duly authorized by the Purchaser. The Supplier shall take all the necessary precautions so as to avoid the introduction of a computer "virus" into the software, updates and new versions supplied to the Purchaser, and shall adopt the appropriate measures if the existence of such a virus is demonstrated.

## **ARTICLE 21 AUDIT**

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

This audit shall, at the Purchaser's option, be carried out either by the Purchaser's internal audit structure, or by an external firm which shall be subject to an obligation of confidentiality.

The Purchaser shall notify the Supplier in writing of its intention to carry out an audit, with at least a seven (7) days' notice. The Purchaser shall notify the Supplier with the identity of the audit structure if external.

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

Should the auditor be a competitor of the Supplier, after consultation with the Supplier, the Purchaser will notify the latter of the name of a new audit firm. In the absence of agreement on the new audit firm, the Purchaser reserves the right to terminate the Order for fault as pursuant to Article 25.2 "TERMINATION FOR CAUSE" without any compensation.

During this audit, the Supplier shall grant access to the auditors on its site, shall cooperate fully with them and shall provide them with any information required. The Supplier shall grant access to the appointed auditors to all installations and all information and documents necessary to conduct a proper audit.

A copy or an extract of the audit will be sent by the Purchaser to the Supplier free of charge upon request. It will be examined in the meeting of the Parties' principal points of contact.

Should the audit highlight any non-compliance by the Supplier of its contractual obligations, the latter shall implement the necessary corrective measures at its own expense within ten (10) days from notification by the Purchaser.

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

## **ARTICLE 22 FORCE MAJEURE**

Neither Party shall be liable to the other for any delay in performing or failure to perform any obligations under the Order arising out of a force majeure event.

The force majeure events are the events usually upheld as such by the French courts.

The following are deemed to be force majeure events: action by an administrative and/or judiciary jurisdiction, company labor conflicts such as strike preventing access to the Purchaser's and/or the Client's Site, an incident on a key item of the Purchaser's and/or the Client's equipment.

Notwithstanding the aforementioned, strikes or social unrest of the Supplier's Personnel or those of its subcontractors and/or suppliers are not events of force majeure.

The Party invoking force majeure shall immediately notify the other Party of such as soon as it occurs, by any means available, and describe the circumstances causing the force majeure event, its nature, duration and foreseeable effects on performance of the Order. In such a case, the Parties will meet as soon as possible to discuss ways to mitigate the case of force majeure.

Upon due notice, the obligations of the Party invoking such event are suspended throughout the duration of the force majeure event. Nevertheless, the Party is not released from performing its obligations unaffected by the alleged force majeure event.

Unless otherwise agreed between the Parties, should performance of the Order be suspended due to a force majeure event for more than sixty (60) consecutive days, either Party may notify the other Party by registered mail with acknowledgment of receipt of the immediate termination of all or part of the Order, without any compensation being due to either Party.

## **ARTICLE 23 THE SUPPLIER'S DEFAULT**

If the Supplier fails to perform the Order, the Purchaser reserves the right, after formal notice served by any means and remaining without effect:

- to perform itself or to have performed by a third party of its choice, all or part of the Services and/or Supplies concerned at the defaulting Supplier's risk and expense, plus 7% mark-up fee and without prejudice to any additional costs incurred which the Purchaser may further claim from it, and/or

- to decide to continue performance of all or part of the Order by setting up governance within the conditions defined in the Annexes.
- to terminate the Order, implementing the clauses of Article 25.2 "TERMINATION FOR CAUSE".

## **ARTICLE 24      SUSPENSION OF THE ORDER**

### **24.1      SUSPENSION DUE TO FORCE MAJEURE**

The Order shall be suspended in full or in part in the case of force majeure as defined in Article 22 "FORCE MAJEURE".

### **24.2      ABSENCE OF ADMINISTRATIVE AUTHORIZATION**

Should the performance of the Order require the Purchaser or its Client to obtain administrative authorizations or the renewal of such, the Order may be suspended until the authorization concerned is obtained or renewed.

The Order shall also be suspended in the event where an administrative authorization is suspended or withdrawn, until it is granted once again.

If the suspension lasts for more than six (6) months, the Parties shall agree and formalize the terms of resuming the Work, Supplies or Services, or their liquidation where the Order is terminated.

The Purchaser is not liable for any costs or additional expenses caused by such suspension and, if applicable, termination.

### **24.3      SUSPENSION FOR CONVENIENCE**

The Purchaser may at its own convenience decide to suspend performance of all or part of the Order by written notification effective ten (10) calendar days minimum from its receipt by the Supplier. Should part of the Supply and/or Service be already performed, the Supplier undertakes that it shall retain such and if applicable store it at its own risk and expense for a period which may not exceed six (6) months.

If the suspension lasts for more than six (6) months, the Parties will meet to find a solution or if applicable to decide to terminate the Order.

The Purchaser shall notify in writing the Supplier of its decision to end the suspension period and that the Order shall be fully performed.

## **ARTICLE 25      TERMINATION**

### **25.1      TERMINATION FOR CONVENIENCE**

Without prejudice to any termination by operation of the law, the Purchaser is entitled to terminate the Order at any time, in part or in full, with no legal formalities, even in the absence of any Supplier's failure to perform one of its obligations.

Termination shall be notified by registered mail with acknowledgment of receipt. This notification will mention the effective date of the termination.

Following receipt of the notice, the Parties will prepare the progress report on the Work, Supplies or Services and will define the terms of their ending and their liquidation.



## **25.2 TERMINATION FOR CAUSE**

The Purchaser may terminate the Order, in full or in part, by registered mail with acknowledgment of receipt, in the case of a breach of the Supplier of its contractual obligations, after written notice to remedy which remains without effect.

## **ARTICLE 26 REVERSIBILITY**

### **26.1 COMMITMENT**

The term “Reversibility” shall mean all the operations giving the Purchaser the option of resuming performance of the Service and/or Supply covered by the Order or having such resumed by any third party of its choice (hereinafter “Third Party”).

In the event of termination of the Order for whatever reason, the Supplier shall ensure that the Reversibility is performed according to the terms mentioned below, in order to enable the Purchaser to resume performance of the Service and/or Supply carried out by the Supplier in respect of the Order or having such resumed in the best conditions by any third party of its choice.

### **26.2 OPERATIONS**

Under the Special Conditions stipulated in the Order, the Reversibility operations specifically include :

- 1 the return of all documents and information made available to the Supplier by the Purchaser as well as the Deliverables resulting from performance of the Services; the Supplier undertakes that it shall not retain any copy on any media;
- 2 all the information necessary to the Purchaser to enable it to prepare for Reversibility. This information shall be compiled in a Reversibility file describing the respective tasks to be fulfilled by the Supplier on the one hand and the Purchaser or the appointed Third Party on the other hand, to ensure the Reversibility operations to be performed. The Reversibility file must be always updated as the Services are performed and shall be validated by the Parties;
- 3 the training of the new teams responsible for ensuring the Services continue;
- 4 the Supplier's assistance, along with performance of the current Services, so as to enable the knowledge to be acquired by the Purchaser or the appointed Third Party. The Purchaser or appointed Third Party shall become familiar with the Services in their last known state, as well as the methods and tools used by the Supplier to perform the Services. The Supplier shall communicate all the information and details required to resume the Services.

While Reversibility is being implemented and until the effective date of full transfer of the Services:

- the Order shall be performed by the Supplier and the Supplier undertakes that it will ensure continuity of the Services in accordance with the Special Conditions of the Order,
- the Services shall continue to be invoiced and the related payments made up to this date, in accordance with the terms stipulated in the Order.

The Supplier undertakes that it shall maintain the staff necessary for proper performance of the Order throughout the entire implementation period of Reversibility.

The Supplier will only be discharged from its obligations in respect of the Order after signature by the Parties of a Reversibility acceptance statement.

Should the Reversibility operation is launched by the Purchaser in case of termination for cause due to the Supplier's failure to perform any of its obligations, all the Reversibility operations, including support services, shall be under the Supplier's responsibility.

Unless otherwise stipulated in the Special Conditions, all the Reversibility operations described above are included in the all-inclusive price of the Order.

## **ARTICLE 27 EXPORT CONTROL**

### **27.1 PRINCIPLE**

Each Party undertakes to respect all the laws and regulations applicable to export control , in particular but not limited to the American, French and European laws and regulations likely to be applicable to the Parties and to their respective entities.

Accordingly, the Parties shall not use, transfer, communicate, export or re-export all or part of the Services, technical data, technologies, Deliverables, Supplies, Results or any derivative of the above mentioned elements , supplied during the performance of the Order, in breach of such laws and regulations defined above.

At the latest on the signature date of the Order the Supplier shall inform and notify the Purchaser in writing whether all or part of the Services, technical data, technologies, Deliverables, Supplies, Results or any derivative of the above mentioned elements, supplied during the performance of the Order, are subject or not to the laws and regulations relating to export control and the applicable economic sanctions programs.

Consequently, the Purchaser may verify, (before any transfer, export, re-export or sharing to the Entities or to any Third Party of all or part of the Services, technical data, technologies, Deliverables, Supplies, Results or any derivative of the above mentioned elements supplied during the performance of the Order) whether these elements are subject or not to restrictions or bans in accordance with the laws and regulations relating to control of exports.

### **27.2 WARRANTIES**

The Supplier represents and warrants that the information transmitted/communicated to the Purchaser is complete and correct, and undertakes that it shall notify the Purchaser in writing as soon as it becomes aware of any change in the laws and regulations applicable to export control applicable to the Services, technical data, technologies, Deliverables, Supplies, Results or any derivative of the above mentioned elements, supplied during the performance of the Order.

Should the export and/or re-export of the Services, technical data, technologies, Deliverables, Supplies, Results or any derivative of the above mentioned elements be subject to obtaining a license, authorization or approval by government authorities, the Supplier represents and warrants that it has such license on the effective date of said Order, or that it is making or will make the necessary applications to obtain such license. In all cases, the Supplier undertakes, on receipt, that it will immediately send a copy of the license to the Purchaser. Should the Supplier fail to obtain such license within the given time limits, the Order may be terminated by the Purchaser provided for in Article 25.2 "TERMINATION FOR CAUSE".

Should the license be withdrawn, not renewed or invalidated for reasons due to the Supplier, the Purchaser may terminate the Order due to default in accordance with the clauses in Article 25.2 " TERMINATION FOR CAUSE".

The Supplier shall indemnify and hold the Purchaser harmless from any liability and any harmful consequences resulting from non-compliance by the Supplier of any of the obligations described in this article.

## **ARTICLE 28 ANTI BRIBERY**

The Supplier represents that is is aware of :

- the French law relating to illegal payments and in particular anti-corruption, extortion, insider influence or money laundering, and
- and any and all laws and regulations which govern the Order if the Order is performed fully or partially outside of France.

(Hereinafter referred to together as the “Anti-Bribery Laws”).

The Supplier represents and warrants that on the effective date of the Order, it and its personnel comply and undertakes that they shall comply with the Anti-Bribery Laws.

The Supplier represents and warrants to the Purchaser that no sum (including fees, commissions or any other undue financial benefit) or any advantages (including but not limited to gifts, trips, meals or inappropriate entertainment) has been or will be directly or indirectly given/offered to an employee, director or company representative of the Purchaser or of an Entity for obtaining the signature of an Order or facilitating its performance.

The Supplier undertakes that it shall inform the Purchaser as soon as possible, from the effective date of the Order, of any event which impacts the representations and warranties defined in this article.

Furthermore, in order to comply with the Anti-Bribery Laws or the above representations, warranties and commitments, the Supplier agrees, upon request by the Purchaser and at any time during performance of the Order, to open its books and any other documentation associated with its business activities related to the performance of the Order, to an independent accounting firm appointed by the Purchaser. This accounting firm will only provide the Purchaser with information in case of any breach of the Anti-Bribery Laws or the representations, warranties and commitments. The Purchaser undertakes that it shall bear all the costs of the requested audit, unless the report reveals a breach of the Anti-Bribery Laws or the above representations, warranties and commitments, in which case the Supplier alone shall bear all the costs of such an audit.

The Supplier acknowledges that the Purchaser has executed the Order based on the above representations, warranties and commitments. Accordingly, if the Purchaser notes after the results of the above audit, that the Supplier has taken or is likely take, in performing the Order, a measure in breach of the Anti-Corruption Laws, it will be entitled to terminate the Order by written notification, without legal formalities and with no compensation to the Supplier; it being understood that any sums due under the Order on the termination date shall be payable. In the event of a breach by the Supplier, it shall become liable to the Purchaser for any damages, including but not limited to any loss of earnings, commercial loss, loss of expected profits or damage to the brand image suffered by the Purchaser or an Entity.

The Supplier represents having or undertaking to implement a compliance program adapted to its business and the specific risks to which it is exposed, to prevent practices or actions contrary to the Anti-Bribery Laws and to promote integrity in its company. The Supplier undertakes that it shall maintain such program during the performance of the Order and to regularly inform the Purchaser on its implementation.

## **ARTICLE 29 GOVERNING LAW - SETTLEMENT OF DISPUTES**

### **29.1. GOVERNING LAW**

The Order will be governed by French law. The Vienna Convention of April 11, 1980 on Contracts for the International Sale of Goods is excluded.

### **29.2. DISPUTES RESOLUTION**

#### **29.2.1 – ATTEMPT AT NEGOTIATION :**

In the event of any dispute or claim arising out of or relating to any provision of the Order, the Parties will attempt to settle those conflicts amicably.

#### **29.2.2 – MEDIATION :**

In the absence of an amicable settlement within forty-five (45) calendar days (“Negotiation Period”) with effect from the first written claim sent by one of the Parties, the Parties agree to submit the dispute to mediation which will take place, unless agreed otherwise by the Parties, within fifteen (15) days from the expiration of the Negotiation Period, in accordance with the Paris International Chamber of Commerce (“ICC ”) ADR (Amicable Dispute Resolution) Regulation.

#### **29.2.3 – JURISDICTION:**

In the absence of settlement in respect of the above mediation within forty-five (45) calendar days from the appointment of the mediator or within any other timescale which the Parties may agree in writing, the dispute will be permanently settled by the Courts in Paris, alone competent to deal with disputes arising from or in respect of the Order.

However, in respect of the Special Conditions, a foreign Supplier may agree with the Purchaser to seek an arbitration clause in accordance with the Paris ICC regulation. The place of arbitration will then be set in a country neutral to the Parties to the Order.

## **ARTICLE 30 OTHER CLAUSES**

No delay or omission on the part of either Party in exercising any rights, power or privilege hereunder shall operate as a waiver thereof

If any provision of the GTCP are held unenforceable by a court or body of competent jurisdiction they will be considered null and void the other provisions will remain in effect.

A notification by registered mail with acknowledgment of receipt will be considered as having been sent on the date shown on the postal service stamp.

## **ARTICLE 31 SURVIVAL OF CLAUSES**

The expiration, termination at the order shall not release either party hereto from any liability or right of action which at the time of termination has already accrued to either party hereto or which may thereafter accrue in respect of any act or omission prior to such termination in particular the Liability, Warranties, Confidentiality, Intellectual Property, Applicable Law and Settlement of Disputes articles.

## **ANNEX A: SPECIFIC CLAUSES APPLICABLE TO BUILDING AND CIVIL ENGINEERING WORK**

The purpose of this Annex is to supplement the Common Articles by outlining the specific clauses applicable to building and civil engineering work.

### **ARTICLE A.1 SUPPLIES AND COSTS FOR WHICH THE SUPPLIER IS RESPONSIBLE**

In addition to the Common Articles, it is specified that :

**A.1.1** Unless stipulated otherwise in the Special Conditions of the Order, the Supplier shall supply all the element/supplies necessary for the performance of the Order.

All the costs related to the supplies are included in the prices and the Supplier must, at its own risk and expense, supply and bring on site the Supplies included in the Order, the equipment, tools, site facilities and materials necessary to complete the temporary and permanent structures, transport the labor force on site, provide for their stay and, generally, fulfill any other Services necessary for the performance and completion of the Work and upkeep of the structures.

**A.1.2** Unless stipulated otherwise in the Special Conditions, all costs incurred for the performance of the Work shall be borne by the Supplier., The followings are included in the price:

- surveys and distribution of plans, designs and other documents relating to its Work in the conditions defined by the Common Articles and the Special Conditions;
- the labor force and the costs relating to such, including relocation costs and compensation of any kind;
- all of its site facilities, fluids needed on site, modes of transportation, materials, scaffolding, machines and tools of all types necessary to perform the Work, with all the handling and loading which the site may need;
- the setting up and upkeep of temporary site structures such as communication channels, parking, installations required to supply water, electricity, compressed air, telephone and draining facilities;
- the costs of layouts and establishment of its structures from installation markers and existing levels on site or achieved by the Purchaser;
- security and protection devices which it is required to install in accordance with current legislation and the Purchaser's regulations, their deployment, lighting, upkeep and removal;
- tests and trials on materials and hardware;
- the dismantling of all site facilities, as well as the cleaning up and restoration of the ground or premises. These operations will take place within the timescales set in the Special Conditions; should these timescales be exceeded, the Purchaser may carry out such at the Supplier's expense;
- the resources made available to the Supplier by the Purchaser and which it will pay for through its contribution to the account pro rata to the construction.

**A.1.3** The Supplier warrants all the components of the Supplies are brand new, free from defects, and fit for the purpose stipulated in the Order;

Defective or inappropriate materials, hardware and Supplies may be refused by the Purchaser, and the Supplier is required to remove them from the site within the prescribed timescales, failing which and after a written notice which remain without effect, then they may be removed at its risk and expense.

## **ARTICLE A.2 - STORAGE**

Unless stipulated otherwise in the Order, the Supplier is fully responsible for transportation, acceptance, loading, handling and storage of the supplies and materials necessary to perform the Work for which it is responsible. These operations are carried out in conformity with the clauses in the regulations applicable to companies, specific to each of the Purchaser's Site. Consignments and packages must state the recipient Supplier's identity and the correct delivery location on site.

## **ARTICLE A.3 OBLIGATIONS OF THE SUPPLIER**

### **A.3.1 - PRELIMINARY CHECKS**

Before the start of the Work, the Supplier shall examine the places where the Work shall be performed as well as their access and type of ground. Unless prior reservations are made in writing, the Supplier is considered to have accepted the site as such.

### **A.3.2 - OTHER CONDITIONS**

The Supplier shall take, under its responsibility and at its own expense, the measures necessary for the protection of goods and persons which could be at risk when the Work is being carried out.

Any equipment and installations belonging to any third parties or to the Purchaser damaged by the Supplier must be restored or replaced by same as soon as possible.

In the case of emergency and in the event of failure of the Supplier, the Purchaser reserves the right, after written notice which remains without effect, to proceed with the replacement or restoration of the equipment or installations at the Supplier's expense.

The Supplier must conduct the Work so that communication channels and drainage facilities can be properly provided at all times.

### **A.3.3 - SPECIFICS CONSTRAINTS LINKS WITH OTHER COMPANIES**

In addition to the Common Articles, it is specified as follows :

In the case of serious difficulties encountered by the Supplier about the limits of the Work and coordination with other contractors, the Supplier shall advise the Purchaser of such in writing.

The Supplier shall give access to the other contractors so they can carry out their work and the Supplier shall take any necessary measures not to obstruct them.

In the event of an emergency, the Purchaser reserves the right to provide such, in accordance with Article A.14.2 below.

The Supplier shall do its best efforts to solve any issues raised between companies working on the site.

The Purchaser may use Building or any parts of Building before acceptance, once a site inventory is made in presence of the Supplier and the Purchaser. In this case, if due to the use made of such, certain Building or part of Building are damaged, the necessary repairs will be carried out at the Purchaser's expense.

#### **ARTICLE A.4 STATUS OF WORK**

The Status of Work reports provided for in the Order are prepared in the presence of Parties, the Supplier and the Purchaser. Only the statements, quantities and status of Work agreed by the Purchaser will be invoiced.

#### **ARTICLE A.5 CONTROLS AND CHECKS**

In addition to the Common Articles, it is specified as follows.

Throughout the Work, the Purchaser, its Client or any third party appointed or authorized by the latter, shall have free access to the site and to the Supplier's premises, as well as to those of its suppliers and subcontractors. The Purchaser undertakes that it will respect professional confidentiality and warrants respect of such by its employees.

The Purchaser reserves the right to carry out by any appropriate means the technical verification of the materials, hardware and supplies used and the assembly and construction processes, either on the manufacturing site, or in a laboratory of its choice.

Whether or not the Purchaser carries out checks, this will not impact the Supplier's responsibility as defined by the Order.

While processing to these checks if it turns out that the materials, hardware or supplies are not conform to the Special Conditions of the Order, it will be rejected and replaced at the Supplier's expense.

#### **ARTICLE A.6 CONSTITUTION OF THE RETENTION (RETENUE DE GARANTIE)**

In the specific case of building and civil engineering works, the retention may, at the Supplier's request, not be carried out subject to the production, in favor of the Purchaser, in accordance with the clauses of Law No. 71-584 of July 16, 1971, of a bond in the form of a personal, irrevocable, and joint and several commitment from a banking institution approved or agreed by the Purchaser.

Article 10.3 "RETENTION" shall apply provided the financial institution accepted by the Purchase has been withdrawn its approval.

For building and civil engineering Work at an estimated price on the schedule, the retention is constituted on the progress of Work, subject of partial invoices. A retention equal to no more than 5% of stage payments will be deducted from their amount to satisfy, if applicable, the reservations made on acceptance of the Work by the Purchaser. If the retention is replaced by a bond as described above, the corresponding amount will be constituted by successive stages.

#### **ARTICLE A.7 ACCEPTANCE**

Acceptance records the compliance of the Work with the Special Conditions of the Order.

##### **A.7.1 OPERATIONS PRIOR TO ACCEPTANCE**

The Supplier informs in writing the Purchaser of the date on which the Work will be completed.

Following notification to the Supplier, the Purchaser shall proceed with the operations prior to acceptance of the work within twenty (20) days of the completion date of the Work, unless a different time limit is stipulated in the Order.

The operations prior to acceptance include:

- acknowledgment of the work carried out;
- any tests provided for in the Order;
- the reporting of any defects or faulty work;
- the reporting of the removal of the installations from the site and the restoration of the land and premises;
- reports relating to completion of the Work.

Should, in accordance with the Order, certain tests need to be carried out after a specified period of service of the structures or at certain times of the year, acceptance may only be pronounced after satisfactory completion of these tests.

A report is prepared on site on the operations by the Purchaser or the third party appointed by same, and signed in the presence of all Parties. If the Supplier is absent or refuses to sign such, this is recorded in the Report.

Within fifteen (15) days following the date of the Report, the Purchaser advises the Supplier in writing by registered mail with acknowledgment of receipt as to whether or not it is pronouncing acceptance. Reservation can be made to the acceptance.

#### **A.7.2 UNRESERVED ACCEPTANCE**

Unreserved acceptance is effective on the date it is notified by the Purchaser and states the transfer of custody and risks to the Purchaser.

#### **A.7.3 ACCEPTANCE WITH RESERVATIONS**

Acceptance with reservations is effective on the date it is notified by the Purchaser.

In such case, responsibility for custody of the structure and the risks relating thereto are still incumbent on the Supplier until the reservations are withdraw ; however, in this case, the risks and costs resulting from protection against radiation and any special measures required by the handling of objects which have suffered from radioactive contamination are excluded and remain under the responsibility of the Purchaser, which takes all the necessary measures to ensure that the repairs or compliance may be carried out safely and within regulatory working conditions.

The Supplier must repair the defects and faulty work for which reservations were made within the time limit set by the Purchaser or, in the absence of such a time limit, within three (3) months from the notification of acceptance.

Should this Work not be carried out within the stipulated period, the Purchaser may forthwith and without any written notice issuance, have such carried out at the Supplier's risk and expense.

If certain building or certain parts do not fully comply with the Special Conditions of the Order, provided the defects recorded are unlikely to affect the safety, performance or use of the buildings, the Purchaser may, in respect of the low significance of the defects and the difficulties compliance would present, waive the right to order the rebuilding considered to be defective and propose to the Supplier that a discount on the prices is applied.



#### **A.7.4 PURCHASER TAKING POSSESSION OF THE BUILDINGS**

Possession may exceptionally be taken prior to acceptance, subject to the prior production of an inventory by both Parties in accordance with Article A.8 below.

#### **A.7.5 PARTIAL ACCEPTANCE**

If the Order stipulates, for a building or part of a building, a completion timescale different from the overall completion timescale for all of the Work, involves partial acceptance of this building or this part of building.

The Article A.7 above apply to partial acceptance; however, for buildings or part of buildings having been partially accepted, the warranty period starts from the effective date of this partial acceptance.

#### **ARTICLE A.8 BUILDINGS OR PART OF BUILDINGS AVAILABLE**

When the Order or a notification from the Purchaser stipulates that the Supplier will make, within a certain period, certain buildings or certain part of the building, not yet completed, available to the Purchaser and without the latter taking possession of such, specifically to enable it to carry out or have carried out by other contractors, work other than those covered by the Order, then the present article shall apply

An inventory of fixtures is prepared in presence of the Purchaser and the Supplier before these buildings or part of buildings are made available, This inventory of fixture does not constitute acceptance.

The Supplier is entitled to supervise the work not included in its Order which involves structures or part structures thus made available to the Purchaser. It may make reservations if it considers that the characteristics of the structures do not permit such work or that said work risks damaging them.

These reservations must be notified by registered mail with acknowledgment of receipt to the Purchaser.

When the availability period has ended, a new joint inventory of fixture is prepared.

#### **ARTICLE A9 WARRANTIES - BUILDING AND CIVIL ENGINEERING WORK**

##### **A.9.1 WARRANTY OF TOTAL COMPLETION**

The Supplier shall provide to the Purchaser a warranty of full completion, in respect of which it must perform the repair of all issues raised by the Purchaser, either by means of the reservations stated in the acceptance report, or by written notification for those revealed after acceptance.

The one year warranty of full completion starts from acceptance of the Work or for phases of the Work, building or part of buildings when partially accepted starts on the date of this partial acceptance.

If, upon expiration of the full completion warranty period, the Supplier has not carried out the Work and/or Services to which it was bound, the Purchaser may decide to extend this period until full completion of such Work or Services. If the Supplier fails to perform the Work required by the Purchaser within the time limit, the Work can be performed after the written notice remains without effect at Supplier's expense and risks.

The performance of the work to be performed according to the warranty of full completion is made in presence of the Parties or by Courts. The full completion warranty does not apply in case of normal wear and tear of the work.

### **A.9.2 TEN YEAR WARRANTY PERIOD**

In accordance with Articles 1792 to 1792-6 of the French Civil Code, the Supplier is liable to the Purchaser:

- for damage, even resulting from a defect in the ground which impacts the structure of the building or which, affecting such in one of its inherent components or one of its items of building, renders it unfit for purpose;
- for damage which affects the structure of the items of building but only when such form an indissociable whole with the structures relating to viability, foundation, framework, enclosure or covering.

The ten year warranty period starts from acceptance of the Work or for phases of the Work, building or part buildings having been the subject of partial acceptance on the date of this partial acceptance.

### **A.9.3 PERFORMANCE WARRANTY**

Items of equipment in a building, other than those forming an indissociable whole with the structures relating to viability, foundation, framework, enclosure or covering are covered by a performance warranty of a minimum of two (2) years with effect from the acceptance date of the Work or for phases of the Work, structures or part structures having been the subject of partial acceptance on the date of this partial acceptance.

The warranty period may be increased in the Special Conditions.

### **ARTICLE A.10 RIGHT OF OWNERSHIP**

The Purchaser retains ownership of the materials and objects of any kind which are found during excavation and demolition. The Supplier is required to inform its staff of the Purchaser's right in this respect.

### **ARTICLE A.11 TRANSFER OF OWNERSHIP**

The Purchaser becomes owner of the built structures as their construction progresses. The Supplier undertakes that it will not impede the exercise of such right.

### **ARTICLE A.12 OPTION FOR THE PURCHASER TO TAKE OUT CONTRACTORS' ALL RISKS INSURANCE AND/OR ADDITIONAL CONTRACTORS' INSURANCE**

The Purchaser reserves the right to take out, on its own initiative:

- a "Contractors' All Risks" policy to cover physical damage to the structure from the arrival of the first materials on site until final acceptance,
- an additional Contractors' "Decennial Civil Liability" policy in addition to the decennial liability policies taken out by the trades which are bound to such an obligation.

For this last policy, those involved (any individual or legal entity involved in building the structure within the meaning of Article 1792-1 of the Civil Code) must submit an insurance certificate for their own decennial civil liability policy at least six (6) months before the date of provisional acceptance.

If a contributor is in competition with the Purchaser, they are required to unreservedly sign up to the above-defined insurance schedule should the Purchaser decide to take out such policies for performance of the Order.

The implementation of these policies by the Purchaser does not in any way release the Supplier from its legal or contractual obligations.

A summary of cover as defined in A.12 will be made available by the Purchaser to the Supplier on request.

If the Purchaser does not take out such policies, they must be taken out by the Supplier before the start of any Work in respect of the Contractors' All Risks insurance and after the date of acceptance in respect of the additional Decennial Civil Liability policy.

Accordingly, all those involved warrant that they will pass on all the obligations resulting from this Article A.12 to any subcontractors. They are furthermore obligated to obtain from their own insurers and their subcontractors' insurance acceptance of the clauses in this Article A.12.

As a result of the above, the Bidder will present its bid to the Purchaser:

- excluding the cost of the Decennial Liability Insurance, and
- including the cost of the Decennial Liability Insurance depending on the amount set by the Purchaser,
- including the cost of the Decennial Liability Insurance, with a deductible for a cover value equal to the value of the structure to be built.

If the Supplier must take out a Decennial Civil Liability Insurance, it will send an insurance certificate separately in its bid from its insurer showing the premium rate for its Decennial Liability Insurance and the total amount of this premium for the Work covered by the bid.

The Supplier who is awarded the Order must then send the Purchaser, before conclusion of the Order, a certificate from its insurer and full pricing details of its Decennial Liability Insurance. It must also send the same information for any subcontractors.

Furthermore, the Purchaser will be empowered and authorized, before conclusion of the Order, to determine directly with the retained Supplier's insurer and that of any subcontractors, the amount of the premium which it may deduct from the amount of the bid.

After examination of the information provided in respect of Articles A.12 above, the Purchaser will announce to the Supplier retained for the Order its decision relating to taking out an additional Contractors' All Risks and Decennial Civil Liability policy, before the Order is concluded. This decision will automatically be imposed on the builder retained without the Purchaser being required to justify such decision.

The Special Conditions will then specify whether the additional Contractors' All Risks and Decennial Civil Liability policies are incumbent on the Purchaser or the Supplier.

If applicable, on opening of the site, the Purchaser will send the Supplier a certificate of cover for the additional Contractors' All Risks and Decennial Civil Liability policies.

Whether or not the Purchaser chooses to take out the above-mentioned policies, this has no effect on the Supplier's risks and responsibilities in respect of the applicable laws, regulations, standards and contractual obligations, any policies taken out by the Purchaser not making any change, exemption or novation in this respect.

Where these policies are extended solely due to the Supplier, the latter will pay the additional premiums corresponding to its own delay.

### **ARTICLE A.13 DOCUMENTS TO BE PROVIDED BY SUPPLIERS**

The Supplier is required to provide the Purchaser with the following certificates:

- a) a valid certificate proving it is qualified by an accredited body, corresponding to the Work to be carried out ;
- b) a General Civil Liability insurance certificate stating :
  - the insurance company,
  - the Order number and effective date,

- the cover provided, amounts and deductible ;
- c) a Decennial Liability insurance certificate issued exclusively by the insurance company, and stating :
- the Order number and effective date,
  - the cover provided, amounts and deductible,
  - the qualifications, activities, type of work or tasks covered, complying with the mandatory standard clauses under Law No. 78-12 of January 4, 1978 ;
- d) a declaration on honor that it has not been the subject, in respect of its decennial insurance, of cancellation due to a claim or an increase in premium due to poor results over the last two years ;
- e) the same declaration for each subcontractor ;
- f) a declaration by the manufacturers of the components used by the Supplier, certifying that they are covered for their liability under Article 1792-4 of the Civil Code.

## **ARTICLE A.14 TERMS OF IMPLEMENTATION OF ARTICLE 23 OF THE COMMON CLAUSES “DEFAULT BY THE SUPPLIER”**

### **A.14.1 GOVERNANCE**

The governance defined in the Common Clauses will take place in the conditions indicated below.

After notification by registered mail with acknowledgment of receipt to the Supplier, the Purchaser will, in the latter's presence, have a joint report prepared establishing the status of the Work and descriptive and estimated inventory of the equipment supplied and company equipment existing on site. The Purchaser will send said report by registered mail with acknowledgment of receipt to the Supplier.

It will then return to the Purchaser the equipment and/or materials which it has selected.

Throughout the period of governance, the Supplier is required to supervise the operations without being able, however, to interfere with the execution of the Purchaser's orders.

The Supplier may be relieved of the obligations arising from this governance if it justifies the resources necessary to resume the Work and conducts such to a satisfactory conclusion, it being understood that it remains responsible for the operations carried out under governance.

The excess expenditure resulting from governance is deducted from the sums which may be due to the Supplier, without prejudice to the rights which may be exercised against same in the case of a shortfall.

If however governance should lead to a reduction in expenditure, the saving remains acquired in full by the Purchaser.

### **A.14.2 IN THE EVENT OF AN EMERGENCY**

When this relates to urgent Work justified by absolute necessity, and in the event of unavailability or shortcomings by the Supplier, the Purchaser may immediately have the work carried out by a third party at the Supplier's risk and expense. This Work must be noted on a report prepared immediately in the presence of the Supplier and authorized by the Parties. The Purchaser will send said report by registered mail with acknowledgment of receipt to the Supplier.

## **ANNEX B: CLAUSES SPECIFIC TO SUPPLIES**

The purpose of this Annex is to supplement the Common Clauses by specifying the specific clauses applicable to Supplies.

### **ARTICLE B.1 PACKAGING - CONSIGNMENTS - TRANSPORTATION**

Unless stated otherwise in the Special Conditions of the Order, the Supplier remains fully liable for Supplies until delivery to the delivery location and takeover by the Purchaser or any person duly authorized by the Purchaser.

When the Supplier assembles these supplies, it remains fully liable until they are accepted.

The Supplies will be packaged, shipped and transported at the Supplier's risk and expense, which must obtain, at the time the bid is issued, full information on the means of communication and unloading, as well as any constraints arising therefrom; it will be responsible for all formalities and administrative authorizations required.

Packaging must ensure effective protection, both from a handling and preservation perspective until it reaches the final destination.

The Supplier will be fully liable for damage caused by defective, insufficient or unsuitable packaging.

The packages shall carry the Order reference number legibly on each side and must include all the marks and endorsements stipulated in the Special Conditions, in particular: shipping date, shipper's address and delivery recipient.

The weight of each package and the lifting point must be indicated on all heavy packages.

Shipped packages will be returned at the Supplier's expense, unless exceptionally agreed otherwise.

The shipping slips sent by the Supplier must state:

- the Order reference,
- the delivery destination by sub-assembly,
- the Supplier's company name,
- the shipping date,
- the detailed classification of the articles, with the number of packages and gross and net weight.
- the item references and corresponding plans.

If, at the Purchaser's request, shipping of the Supply or part of such is delayed, the Supplier is required, under its liability, to provide free storage for such for up to three (3) months and subsequently in return for payment to be agreed mutually.

It is understood that the Supplier must insure the Supply for damage during storage.

The Purchaser, during performance of the Order, may change the delivery location stated in the Special Conditions, the prices then, as applicable, being increased or decreased in relation to the effect of this on the Supplier's costs

### **ARTICLE B.2 UNLOADING - HANDLING**

#### **B.2.1 SUPPLIES REQUIRING NEITHER ASSEMBLY NOR COMMISSIONING BY THE SUPPLIER**

These Supplies are shipped by the Supplier and delivered to the location indicated by the Purchaser.

The Supplier is considered, at the time the bid is issued, to have checked whether the facilities at the delivery location conform to its requirements, as these can only be modified by the Purchaser if requested in advance by the Supplier and expressly agreed by the Purchaser.

Where the Supplier is the sole recipient of the supplies shipped to the delivery location, it remains solely responsible :

- for ensuring the quantitative and qualitative control thereof,
- for making the relevant reservations to carriers in the case of damage, default, delay or incorrect address.

The Supplier carries out handling and transportation at the delivery location, unless stipulated otherwise in the Special Conditions.

### **B.2.2 SUPPLIES REQUIRING ASSEMBLY**

For Supplies requiring assembly, the operations to be carried out at the delivery location are totally incumbent on the Supplier, unless stipulated otherwise in the Special Conditions.

The Supplier takes, under its responsibility and at its own expense, the measures necessary for the protection of persons and goods which could be at risk when assembly is being carried out.

Any equipment and installations belonging to third parties or to the Purchaser damaged by the Supplier must be restored or replaced by same as soon as possible.

In the case of shortcomings by the Supplier and if urgent, the Purchaser reserves the right, after a formal demand remains without effect, to proceed with the replacement or restoration of the damaged equipment or installations at the Supplier's expense.

### **ARTICLE B.3 STORAGE**

The locations and conditions of storage of the Supplies are defined in the Special Conditions and are subject to the clauses in force at the delivery location.

The Purchaser reserves the right to subsequently change these locations and conditions and, if applicable, will bear any additional costs in respect of such.

### **ARTICLE B.4 MONITORING MANUFACTURING - FACTORY AUDIT**

Throughout manufacturing, the Purchaser, its Client or a third party appointed or authorized by the latter, have free access to the Supplier's establishments, as well as to those of its suppliers and subcontractors. In respect of its involvement, the Purchaser undertakes that it will respect professional confidentiality and warrants respect of such by its employees.

The Purchaser reserves the option to carry out by any appropriate means the technical verification of the materials, hardware and supplies used and the assembly processes, either on the manufacturing site, or in a laboratory of its choice.

Whether or not the Purchaser carries out checks, will not change the Supplier's responsibility as defined by the Order.

If, during the course of the checks, it turns out that the materials, hardware and supplies do not conform to the Special Conditions of the Order, they will be rejected and replaced at the Supplier's expense.

## **ARTICLE B.5 TECHNICAL ACCEPTANCE IN THE FACTORY - ON SITE VERIFICATION AND TESTING OF THE SUPPLIES**

### **B.5.1 TECHNICAL ACCEPTANCE IN THE FACTORY**

Where the Order provides for acceptance of the Supplies at their production location, the Supplier must request the Purchaser in writing to carry out the acceptance operations. The Purchaser will set the acceptance date, which must occur within fifteen (15) days of the request, unless specifically agreed otherwise by the Parties.

The Supplier may only make the delivery if technical acceptance has given by the Purchaser.

The above clauses do not release the Supplier from its liability in respect of the quality and compliance of the delivered Supply, from the obligation to provide the corresponding certificates as provided for in the Special Conditions and, more generally, its liability in respect of the contractual obligations.

### **B.5.2 ON SITE VERIFICATION AND TESTING OF THE SUPPLIES**

Where the equipment requires assembly, the Supplier notifies the Purchaser in writing, giving ten (10) days' notice prior to verification of the assembly, that this has been completed and that the equipment is ready to operate or be presented for acceptance. A check of the actual completion of the assembly is then jointly carried out by verification of the different parts of the Supply, as well as an initial check relating to good general performance and more specifically that of the control and safety elements.

A verification report is produced and signed by both Parties. This report sets the date for the end of assembly.

Verification having been carried out, tests are begun enabling the features required by the Order to be checked, in accordance with the schedule provided by such or decided jointly, on the Supplier's proposal.

Unless stipulated otherwise in the Order, throughout the development and testing, consumables and raw materials, tools and measuring and control devices are the Supplier's responsibility. The latter also ensures that it and its staff supervise the equipment. It must also keep the Purchaser's staff up to date on the progress and upkeep of the equipment.

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

All costs relating to labor, equipment and other costs remain the responsibility of the Supplier responsible for the proper performance of these tests.

## **ARTICLE B.6 ACCEPTANCE**

The Special Conditions specify the conditions triggering the acceptance operations. These acceptance operations enable the conformity of the Supply with the Special Conditions of the Order to be recorded and to set the date that acceptance takes effect.

### **B.6.1.1 ACCEPTANCE VISIT**

The Purchaser carries out the acceptance visit, in the presence of the Supplier. The absence of the latter does not prevent the visit taking place and in no way affects the validity of the decisions taken at the end of the visit.

At the end of the acceptance visit, the Purchaser:

- pronounces acceptance,

- or pronounces acceptance with reservations,
- or refuses acceptance.

#### **B.6.1.2 ACCEPTANCE REPORT**

Acceptance is the subject of a report produced by the Purchaser, signed by the Supplier when the latter is present and in all cases sent to the Supplier.

#### **B.6.2 ACCEPTANCE FOR SUPPLIES NOT REQUIRING ASSEMBLY OR TESTING OR INDUSTRIAL COMMISSIONING**

Unless joint acceptance is required, acceptance is considered to be pronounced on the day the Supply arrives at its destination, together with all plans and documents stipulated, without prejudice to the clauses defined in Article 11 of the Common Clauses.

#### **B.6.3 ACCEPTANCE FOR SUPPLIES REQUIRING ASSEMBLY, TESTING OR INDUSTRIAL COMMISSIONING**

As soon as the Supplier considers that the Supply fulfills the conditions required for acceptance (in each of the cases referred to above), it requests the Purchaser in writing to carry these out.

The date for the acceptance visit is set within ten (10) days of the request.

The Special Conditions may provide for acceptance to be pronounced after a continuous period of proper operation in industrial mode and after handover of all plans and documents. If, during this period, interruptions attributable to the Supplier result in additional costs for the Purchaser or for third parties, these costs will be borne by the Supplier.

If the Order does not provide for an operating period in industrial mode or if, for a reason outside the Supplier's control, it is not possible to carry out this industrial stage within the timescales set by the Order, acceptance is pronounced at the end of the tests provided for by the Operating Period if the tests are satisfactory, and after handover of all plans and documents.

If the Order provides neither for an operating period in industrial mode, nor a period of testing, acceptance is pronounced at the end of assembly, on presentation of the end of assembly report and after handover of all plans and documents.

#### **B.6.4 ACCEPTANCE WITH RESERVATIONS**

Acceptance with reservations may be pronounced by the Purchaser when it records that the completion operations for the Supply have not been finished. For this purpose, the Purchaser will extend the time limit.

If the Supplier completes these operations within this period, a report recording the lifting of reservations will be produced. Acceptance is considered to be pronounced on the date of the acceptance report.

The Purchaser may apply the measures provided for in Articles 23 of the Common Clauses and B.10 below if the Supplier's shortcomings continue. Furthermore, acceptance is pronounced on the effective date of completion of the operations.

#### **B.6.5 REFUSAL OF ACCEPTANCE**

The Purchaser may refuse acceptance:

- in the case of partial or total non-performance of the Supply,



- when the Supply does not conform to the plans, standards, Special Conditions or documents relating to the Order or to best practice,
- when performance has not been achieved.

Refusal of acceptance is recorded in the acceptance report established jointly, or by the Purchaser (or its representative) only if the Supplier is absent; the report will show the reasons for the refusal.

The Supplier has ten (10) days from the Purchaser sending the report to present its comments on such refusal, in writing. If no comments are received from the Supplier in this period, refusal of acceptance will be automatic and the Purchaser may notify the Supplier that the Order is canceled. If comments are made within the time limit, the Parties will analyze the discrepancies and agree the terms to be implemented; in the case of continued disagreement, the most diligent Party will implement the clauses in Article 29.2 "SETTLEMENT OF DISPUTES". If rejection is appropriate or if this only relates to part of the Supply, acceptance is pronounced for the non-rejected Supply, if the Purchaser desires such and as long as this Supply may be used independently of the rejected Supply.

#### **ARTICLE B.7 TRANSFER OF OWNERSHIP AND RISKS**

The transfer of ownership and risks takes place as mentioned in article 11.2.3.2 of the Common Clauses.

#### **ARTICLE B.8 WARRANTY**

The warranty starts on the acceptance date, or if acceptance is not applicable, on the actual delivery date to the Purchaser.

Unless stipulated otherwise in the Special Conditions, the warranty period is twenty-four (24) months effective from acceptance.

During the warranty period, and unless expressly waived by the Purchaser, the Supplier remains liable for carrying out any modifications, developments and adjustments necessary to fulfill the Special Conditions of the Order, and to replace or repair free of charge materials, appliances and items displaying a defect making them unfit for service, or likely to compromise the quality or duration of their use.

All costs relating to replacement, labor, transportation and other costs resulting from the implementation of this warranty are the Supplier's responsibility, excepting those resulting from normal wear and tear or due to the Purchaser.

In respect of the implementation of the warranty, the costs of the protective measures against the risks of radiation and the special measures required by the handling of objects which could have suffered from radioactive contamination remain the Supplier's responsibility.

The warranty period will be extended for the time during which the Supply is unavailable due to a defect covered by the warranty or following necessary restoration. For the replaced materials, appliances and items, the warranty period starts from their installation date.

If it is acknowledged that the recorded defect originates from a design or manufacture error likely to be repeated, the Supplier must replace or modify all the identical items or parts in other appliances covered by the Order, even if these have not produced any incident, at its own expense.

If, for reasons not attributable to the Supplier, acceptance is delayed, the warranty period is negotiated taking A holdback provided for by the Special Conditions of the Order will be carried out on the sums due, in the conditions defined in the Common Clauses, and will only be returned on expiration of the warranty period.

## **ARTICLE B.9 CONTINUITY OF SPARE PARTS**

If the Supplier is no longer able to supply the Purchaser with spare parts for the Supply, or any equivalent part, necessary to maintain the Supply in good working order, it must:

- inform the Purchaser of such with advance notice of one year prior to the end of manufacture,
- offer the Purchaser priority over spare parts in stock,
- take care to transfer to the Purchaser, or to any third party appointed by the Purchaser, all the knowledge, skills and rights necessary for the manufacture of the spare parts.

This obligation remains applicable for ten (10) years after the acceptance date of the Supply, or failing this, its actual delivery date.

## **ARTICLE B.10 TERMS OF IMPLEMENTATION OF ARTICLE 23 OF THE COMMON CLAUSES “DEFAULT BY THE SUPPLIER”**

### **B.10.1 GOVERNANCE**

The governance defined in the Common Clauses will take place in the conditions indicated below.

After notification by registered mail with acknowledgment of receipt to the Supplier, the Purchaser will, in the latter's presence, have a joint report prepared establishing the status of the manufacture and the descriptive inventory of the materials and hardware supplied. The Purchaser will send said report by registered mail with acknowledgment of receipt to the Supplier.

It will then return to the Purchaser the equipment and/or the materials which it has selected.

Throughout the period of governance, the Supplier is required to supervise the operations without being able, however, to interfere with the execution of the Purchaser's orders.

The Supplier may be relieved of the obligations arising from this governance if it justifies the resources necessary to resume the manufacture and conducts such to a satisfactory conclusion, it being understood that it remains responsible for the operations carried out under governance.

The excess expenditure resulting from governance is deducted from the sums which may be due to the Supplier, without prejudice to the rights which may be exercised against same in the case of a shortfall.

If however governance should lead to a reduction in expenditure, the saving remains acquired in full by the Purchaser.

### **B.10.2 IN THE EVENT OF AN EMERGENCY**

When this relates to urgent manufacture justified by absolute necessity, and in the event of unavailability or shortcomings by the Supplier, the Purchaser may immediately have the work carried out by a third party at the Supplier's risk and expense. This manufacture must be noted on a report prepared immediately in the presence of the Supplier and authorized by the Parties. The Purchaser will send said report by registered mail with acknowledgment of receipt to the Supplier.

## **ANNEX C : CLAUSES RELATING TO TRANSPORT ORDERS AND THE TRANSPORTATION OF RADIOACTIVE AND NUCLEAR MATERIALS**

The purpose of this Annex is to supplement the Common Clauses by specifying the specific clauses applicable to the Modes of Transportation of Packages and Packages of radioactive and nuclear materials.

In general, transportation commences after the shipper signs the Shipment Report and ends when the recipient takes responsibility for the Package at the delivery location. In multimodal logistics, transportation begins on the handover to the Supplier of all the shipping documents duly signed by the previous Supplier or Service Provider. Transportation ends when the recipient takes responsibility for the Package.

### **ARTICLE C.1 DEFINITIONS**

**Package :** shall mean the ensemble comprising the packaging, any internal packaging and its contents as presented for transportation.

**Supplier :** shall mean the entity which supplies or sets up the Mode of Transportation.

**Mode of Transportation :** shall mean the transportation by road, rail, sea or air vehicles.

### **ARTICLE C.2 GENERAL**

The Supplier, to which the Common Clauses apply, must be aware of the current regulations applicable to the type of transportation defined in the Special Conditions and ensure that such regulations are known, applied and complied with by its staff and subcontractors.

#### **C.2.1 SUPPLIER'S OBLIGATION OF INFORMATION**

Without prejudice to the specific terms defined in the Special Conditions, the Purchaser must be warned immediately and in writing of any defect of any kind occurring to the Mode of Transportation, the equipment and the Packages, and in particular :

- any incident relating to compliance with the regulations;
- any incident relating to the integrity of the Package;
- any incident relating to radiation protection;
- any incident relating to the administrative formalities, especially customs formalities;
- any difficulty encountered in the preparation and performance of the transportation, in particular for road transport, any driver or vehicle changes.

#### **C.2.2 INFORMATION AND DOCUMENTS TO BE SENT TO THE SUPPLIER**

The Purchaser informs the Supplier:

- of the nature of the Package,
- of the access conditions to the loading and unloading site as provided for in Article 8.4 of the Common Clauses

The previous shipper or transporter, in the case of multimodal logistics, sends the Shipping Report to the Supplier at the same time as the Package.

The shipping document is produced on the basis of the information given in the Shipping Report and the Order, supplemented if necessary by all the logistics information as transportation progresses.

### **C.2.3 TRANSPORTATION EQUIPMENT**

The Supplier carries out the service using a Mode of Transportation adapted to the Packages to be transported and to the access and loading and unloading facilities defined in advance by the Purchaser.

### **C.2.4 DURATION OF AVAILABILITY IN RESPECT OF LOADING OR UNLOADING**

On arrival of the Mode of Transportation at the loading or unloading locations, or in the waiting area, even if this is outside said location, the Supplier informs the representative of the loading or unloading location that its Mode of Transportation is available for either of these operations to be carried out.

The time of this availability is immediately recorded by the Supplier on the tracking form, which constitutes the identification of the Mode of Transportation.

The identification is the start point for the duration of availability of the Mode of Transportation in respect of loading or unloading.

These durations end when the time at which the Mode of Transportation is ready to leave is recorded on the tracking form, the loading or unloading having ended and the signed shipping documents issued to the Supplier.

### **C.2.5 WEIGHING OPERATIONS**

If one of the Parties to the Order requests weighing of the Package, this operation is carried out by the shipper or recipient at the loading or unloading location.

If the Mode of Transportation needs to be moved, the cost of this as well as the cost of the weighing operation are borne by whoever requested this.

### **C.2.6 TRANSPORT IMPEDIMENT NOT ATTRIBUTABLE TO THE SUPPLIER**

If the Supplier's service is temporarily impeded or interrupted or if, for any reason not attributable to the Supplier, performance of the service by the Supplier is or becomes impossible in the conditions initially anticipated, the Supplier requests instructions from the Purchaser.

If the Supplier has been unable to obtain instructions from the Purchaser in good time, the Supplier takes the measures which appear to it to be the best for the preservation of the Package and informs the Purchaser of such.

Any request for repayment of the costs relating to such preservation of the Package must be justified in advance by the Supplier and agreed in writing by the Purchaser.

These costs are invoiced separately, in addition to the price of the Service agreed in accordance with the clauses in Article C.2.8 below.

### **C.2.7 DELIVERY TERMS, DELIVERY IMPEDIMENT**

Delivery is impeded when the shipment reaches the planned delivery location and cannot be delivered to the named recipient. Any immobilization to the Mode of Transportation at the recipient's premises in excess of twenty four hours from availability is also considered as a delivery impediment.

An overdue notice is produced if a delivery impediment occurs which is sent by the Supplier to the Purchaser within twenty-four (24) hours of such being recorded in writing.

The Package covered by the overdue notice remains available to the recipient until instructions are received from the Purchaser. Custody of the Package is assumed by the Supplier or by a third party guaranteed by the Supplier.

The costs thus incurred are the responsibility of the Purchaser and must be justified in advance by the Supplier and agreed in writing by the Purchaser, unless they are due to an error by the Supplier.

### **C.2.8 PAYMENT FOR TRANSPORTATION AND RELATED SERVICES**

The transport price is established in relation to the Mode of Transportation used, its equipment, the nature of the Package, its weight and volume, the number of Packages, the transportation distance, transit times, any special traffic constraints, the duration of availability of the Mode of Transportation and the crew, and more generally the costs engendered by the service requested.

The related Services include :

- the declaration of value;
- the declaration of special interest in the delivery;
- the insurance mandate;
- new presentation at the loading or unloading location;
- the weighing operations;
- the cleaning, washing or decontamination of the Mode of Transportation;
- storage.

Any modification of the initial service Order, in particular any change in the itinerary, any immobilization of the Mode of Transportation and/or the crew not attributable to the Supplier, results in an adjustment of the Supplier's payment terms. The additional costs for tracking the Transport Order may be invoiced separately.

All prices are calculated excluding taxes.

## **ARTICLE C.3 INSURANCE - LIABILITIES**

### **C.3.1 CONVENTIONAL CIVIL LIABILITY.**

The Supplier is accountable for, in accordance with the rules of common law, damage of any kind, excluding damage resulting from a nuclear accident, which may be caused by it or by its staff during performance of the Order.

When the Packages being transported are in the Supplier's custody, the latter will be required to ensure the safekeeping of such specifically in accordance with the rules defined in the applicable documentation.

The Supplier will be required to take out the necessary insurance and in particular carrier's or agent's civil liability insurance depending on the service entrusted to it.

The Supplier is accountable to the Purchaser for the consequences of damage to the Packages entrusted for transport within the legal conditions and limits from which carriers carrying out said transport benefit.

### **C.3.2 CIVIL NUCLEAR LIABILITY**

Within the conditions and limits provided in articles L 597-1 and seq of the French Environnement code or any subsequent amending clauses, setting the conditions of the implementation in French Law of the current Paris Convention regarding civil liability in the field of nuclear energy, the nuclear shipping operator assumes the consequences of a

nuclear accident occurring outside its nuclear installation and during transport services related to the Order.

Furthermore in the case of nuclear accident caused intentionally or by the Supplier's gross negligence, the Purchaser shall have recourse against the Supplier, for an 20% of the amount of the Order, excluding taxes, with a maximum of two hundred and fifty thousand (250,000) Euros.

### **C.3.3 SUPPLIER'S LIABILITY**

The Supplier, liable due to an error made by one of its substitutes, shall benefit from the limitations provided for by law and applicable to such substitute. When the limits of indemnity of its subcontractors are unknown or do not result from mandatory or legal clauses, the Supplier's liability due to its subcontractors is equal to the value as new of the goods being transported.

Notwithstanding the Decree of April 5, 2013 relating to approval of the standard transport commission contract, the Supplier waives the right to take advantage of any limitations of liability in the case of actual fault. The Supplier will therefore be required to indemnify the Purchaser for any losses arising due to an actual fault by the Supplier.

### **ARTICLE C.4 INSPECTION - ACCEPTANCE**

The purpose of the inspection is to verify the smooth running of the operations associated with loading and unloading :

- conformity of lifting equipment used before handling,
- handling carried out safely without damage to the Packages,
- the number of Packages, as well as their numbers,
- the identification of the Modes of Transportation,
- the presence of seals,
- proper padding and tying down of Package on the Mode of Transportation,
- the presence of the required labeling on the Package and the Mode of Transportation,
- appropriate transfer between transport subcontractors: maritime company, stevedores, freight handlers, freight forwarders, road or rail transport, etc. both for Packages and for shipping documents,
- security, if required,
- the good condition of the Packages.

When the inspection ends, regardless of the date and time, the inspector must call the Purchaser to advise it of the result. He either calls the transport operator, whose details he has on the action request, or he sends the message to the person on-call appointed by the Purchaser.

Acceptance is the subject of a report produced by the Purchaser, signed by the Supplier when the latter is present and in all cases notified to the Supplier.

### **ARTICLE C.5 TRANSFER OF RISKS**

Transfer of risks associated with the Package is considered to be transferred from the Purchaser or any third party appointed by the Purchaser to the Supplier, when the Supplier begins the loading of the Package onto the Mode of Transportation, until the time when the Supplier transfers such to the Purchaser or to any third party appointed by the letter at the delivery location.

#### **ARTICLE C.6 COMPLIANCE WITH MISCELLANEOUS REGULATIONS**

In accordance with the clauses in Article 9 of Law No. 82-1153 of December 30, 1982, the Supplier must in all cases conduct the transportation operations in strict compliance with the regulations relating to working conditions and safety.

In the case of transportation of Packages subject to specific regulations, all Parties are required to comply with the obligations arising therefrom and incumbent on them.