

## GENERAL TERMS AND CONDITIONS OF PURCHASE FOR CAPEX

Every purchase of any (i) studies, services, construction work (“Work”) and/or (ii) equipment, materials (“Supply”) made by Imerys S.A and/or its affiliate (“Purchaser”) is governed by these general terms and conditions for CAPEX (“GTC”). Therefore, the sole fact of placing an Order (as defined thereafter) to any supplier (“Supplier”) implies full and final acceptance by the Supplier of these GTC. No special conditions shall prevail over these GTC unless the Purchaser expressly so agrees in writing. These GTC take precedence over any terms and conditions of sale and all other documents particular to the Supplier.

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### Glossary

“**Acceptance Certificate**”, as defined in clause 13.1;

“**Change Order**”, as defined in clause 2.1;

“**Effective Date**”, as defined in clause 1.2;

“**EHS**”, as defined in clause 17.2;

“**GTC**”, as defined in preamble;

“**Mediation Deadline**”, as defined in clause 23.2;

“**Order**”, as defined in clause 1.1;

“**Parties**”: the Purchaser and the Supplier

“**Party**”: the Purchaser or the Supplier

“**Punch List**”, as defined in clause 13.3;

“**Purchaser**”, as defined in preamble;

“**Purchaser’s Materials**”, as defined in clause 7.1;

“**Schedule**”, as defined in clause 1.2;

“**Site**”, as defined in clause 11.1;

“**Supplier**”, as defined in preamble;

“**Subcontractor(s)**”, as defined in clause 3.1;

“**Supply**”, as defined in preamble;

“**Warranty Period**”, as defined in clause 16.3;

“**Work**”, as defined in preamble.

### 1. Formation and Acceptance of the Order

1.1 The particular terms and conditions signed by both Parties and its annexes (including but not limited to the present GTC) which are listed in order of precedence in such particular terms and conditions, form the order (“Order”). Any amendment to the Order shall only be valid if agreed in writing by the Parties.

1.2 The Order shall be binding upon receipt by the Purchaser of the acceptance by the Supplier of the Order, without any reservation, which shall occur within ten (10) calendar days from the date of issuance of the Order by the Purchaser (“the Effective Date”). If the Supplier fails to return the confirmation of acceptance within the above mentioned period, or if the acceptance includes reservations, the Purchaser shall have the right to cancel the Order forthwith, without any indemnity for the Supplier. The acceptance of the Order by the Supplier implies that the Supplier irrevocably commits itself to an obligation of result to perform the Work and/or deliver the Supply and to meet the dates and times for completion (“Schedule”) agreed in the particular terms and conditions.

1.3 Unless otherwise stipulated in the Order (i) the Work further includes the provision of such necessary or incidental supplies, consumables, utilities, tools, construction means and materials, labor, facilities, equipment, services (including but not limited to design, procurement, erection, commissioning, start-up and management services) and (ii) the Supply further includes design and manufacturing documentation, certificates, testing, inspection, expediting, ancillary installation services, packing and transportation.

1.4 Prior to acceptance of the Order, the Supplier is required to verify the information and data contained in the documents provided by the Purchaser. By entering into the Order, the Supplier recognizes that it is fully satisfied as to the correctness and completeness of the Order and that all documents are fit and sufficient for their intended purpose and do not contain any errors, omissions or contradictions.

### 2. Change Orders

2.1 The Purchaser may, at any time, request the modification of the scope of the Order (“Change Order”). The Supplier shall, within ten (10) calendar days starting from receipt of the request for Change Order, indicate to the Purchaser in writing, the impacts on prices and/or Schedule of the Change Order requested (with relevant justification). The studies and work required to the Supplier to analyze the impacts of such Change Order will be performed at the Supplier’s costs. After this deadline, no claim and/or objection by the Supplier shall be accepted by the Purchaser, and the Supplier shall implement the Change Order as per the Purchaser’s instructions.

2.2 Should correlative changes to prices and/or Schedule being accepted by the Purchaser, such changes shall be reflected into a written amendment signed by both Parties. However, if the Parties disagree on the impacts of such a Change Order on price and/or Schedule, the Supplier shall proceed with the Change Order as requested by the Purchaser without awaiting for the final outcome of the dispute. The outstanding disputes shall be settled in accordance with the provisions of Article 23.

2.3 The Supplier shall not perform any modification of the Order without the prior written consent of the Purchaser.

2.4 The following events do not constitute a Change Order and cannot lead to adjustment of any terms of the Order:

- Modifications and corrections which are necessary to convert basic design, either provided by the Purchaser, or performed by the Supplier, into detail design necessary for the Order execution;
- Corrective actions which are necessary due to non-compliance of the Supplier or its Subcontractor with the requirements of the Order, instructions, drawings, specifications, or any documents sent to the Supplier in relation with the Order;
- Optional work(s) set forth in the Order for which the Purchaser choose to exercise its option.

### 3. Subcontracting

3.1 The Supplier may not subcontract part or all of the Order without prior written authorization from the Purchaser, except for such authorized subcontractors which are listed and annexed to the Order (“Subcontractors”). The Supplier shall not be entitled to designate a new subcontractor during execution of the Order without the Purchaser’s prior written acceptance.

Such approvals shall not release the Supplier from its obligations and responsibilities under the Order.

3.2 The Supplier warrants at all time during performance of the Order the solvability and technical capabilities of its Subcontractors for the proper implementation of their respective part of the Order. The Supplier shall pass on its own Subcontractors the provisions of the Order applying to their obligations.

3.3 Should the Purchaser considers that a Subcontractor is not performing any part of the Work and/or Supply in accordance with the Order, the Purchaser shall notify it to the Supplier who shall promptly remove such Subcontractor and promptly replace it with a competent approved substitute, authorized by the Purchaser, at no extra cost for the Purchaser.

#### 4. Prices / Invoicing / Payment Terms

4.1 The prices indicated in the Order are firm and final, not subject to any escalation or indexation and inclusive of all taxes, expenses and charges incurred by the Supplier for performance of the Order. The inclusion or exclusion of VAT is specified in the particular terms and conditions.

4.2 For each installment, the related invoice shall be sent to the Purchaser according to the procedure agreed in the Order, together with the documents justifying the invoiced amount and the Order reference number. The invoices shall be issued in the currency specified in the Order.

4.3 Failure to comply with the instructions set forth in the Order entails rejection of the invoices.

4.4 The Supplier's issuance of its last invoice for the balance of the total amount of the Order (including changes) shall be construed as an acknowledgement of full settlement on its part.

4.5 Upon satisfactory fulfillment of the Supplier's obligations, the Purchaser shall pay, by bank transfer, the undisputed invoices within the time specified in the Order. Disputed invoices rejected by the Purchaser shall be corrected by the Supplier and resubmitted to the Purchaser for payment.

4.6 The Purchaser shall have the right to offset, from any invoice, any amount due by the Supplier to the Purchaser under the Order.

4.7 The Supplier shall safely keep and cause its Subcontractors to keep in accordance with generally accepted accounting practice, accurate detailed records and accounts pertaining to the performance of the Order, including personnel records, correspondence, receipts, vouchers, memoranda, computerized data and such other information necessary for an accurate audit and verification of any reimbursable costs, for the duration of the Order and for a period of five (5) years following expiry or termination of the Order.

#### 5. Design / Materials

5.1 The Work and/or Supply shall be carried out according to the Supplier's design, on the basis of the Purchaser's specifications and/or drawings. The Supplier shall take full responsibility thereof and satisfy all requirements (including but not limited to quality and performance) set forth in the Order.

5.2 Should the design of the Work and/or Supply be imposed by the Purchaser, the Supplier shall be responsible for verifying it, and if necessary, for correcting and/or completing it.

5.3 The Supplier shall be responsible for procuring the materials in compliance with the applicable regulations to the Order, concerning the origin and conformity of the Work and/or Supply components. The Supplier is responsible for the completeness and accuracy of the certificates.

5.4 The Supplier shall provide all necessary deliverables, in native format or as otherwise agreed by the Parties, including but not limited to procedures, data sheets, drawings, diagrams, calculation notes, models, document and material lists, technical dossier, certificates, inspection and test records, for design, fabrication, importation, operation and maintenance of the Work and/or Supply.

#### 6. Documentation

6.1 The delivery of the Work and/or Supply shall include the receipt by the Purchaser of all documentation as stipulated in the Order and the documentation required by the laws and regulations. Such documentation will be supplied in electronic form and native format as requested in the Order.

6.2 The review and/or approval of Suppliers' documentation by the Purchaser shall not relieve the Supplier from its contractual obligations

#### 7. Purchaser Materials

7.1 The Purchaser may provide free issued materials and equipment ("Purchaser's Material") to be incorporated into the Work and/or Supply and/or to be used for the performance of the Order. The Purchaser's Material entrusted to the Supplier shall remain the exclusive property of the Purchaser and shall not be assigned, pledged, mortgaged, charged or put in another position where the Purchaser's property is prejudiced. All documentation and certificates related to the Purchaser's Material and issued by the Purchaser to the Supplier, shall be incorporated and consolidated by the Supplier in its documentation that has to be provided by the Supplier in accordance with the Order.

7.2 Prior to execution of the Order, the Supplier shall ensure the consistency between the Work and/or Supply and any Purchaser's Material. The Supplier shall also:

- immediately perform a visual examination of the Purchaser's Material upon receipt and confirm receipt of the Purchaser's Material within forty-

eight (48) hours by submitting a copy of the preliminary packing list to the Purchaser;

- perform a detailed inspection of the Purchaser's Material within one (1) week from the date of receipt;
- immediately notify the Purchaser, in any case less than three (3) working days from the date of the inspection, any missing item, non-conformance or damages discovered during such examination or inspection.
- should the Purchaser's Materials be incorporated in the Work and/or Supply at another location than the Site, the Supplier shall (i) take care of the temporary importation of the Purchaser's Material, provide the necessary documents to customs and arrange all custom clearance so that the Purchaser avoids any local import tax and (ii) inform the Purchaser promptly in case of change of the importation procedure related to the Purchaser's Material.

7.3 Should the Supplier not notify any such missing item, non-conformance or damages to the Purchaser that has been discovered or reasonably ought to have been discovered within the above mentioned period, any and all costs incurred by the Purchaser in consequence thereof shall be borne by the Supplier.

7.4 From the day the Purchaser's Material is put at the Supplier's disposal and at all time during performance of the Order, the Purchaser's Material shall remain under the Supplier's care and custody and the Supplier warrants that it shall be:

- kept secure and safe;
- stored in good order and condition, within a covered storage area, free of charge, and subject to regular inspection and good store-keeping practices in order to minimize deterioration and contamination;
- handled, stored and maintained according to the Purchaser's requirements;
- insured against all risks of deterioration;
- kept separate from the Supplier's own materials or that of any third party, be properly inventoried, and bear very legibly the mark of the Purchaser;
- used solely for the purpose of performance of the Order.

7.5 If applicable, the Purchaser's Material shall be returned promptly upon the Purchaser's request or at the end of performance or termination of the Order, in the same state as it was handed over to the Supplier.

#### 8. Spare Parts

8.1 The Supplier shall ensure the availability of necessary spare parts as further described in Article 8.2 and special tools for the maintenance of the Supply for a period of ten (10) years from the Order date.

8.2 In the Order, the Supplier shall provide the Purchaser with a priced preliminary list of recommended spare parts, including (i) spare parts for two (2) years operation, (ii) wear and repair parts having a useful life of less than one (1) year, and (iii) long lead spares critical to the operation of the Supply. The Supplier shall provide the final list of spare parts not later than one (1) month before the delivery of the Supply. All prices and delivery time shall be reasonable and equivalent to those offered by the Supplier to its other customers.

8.3 The Supplier shall provide all the necessary information (such as, but not limited to reference number, manufacturer name and contact), so that the Purchaser can purchase the spare parts from the market. This provision does not apply for such spare parts which are actually manufactured by the Supplier.

#### 9. Packing / Marking / Shipment

9.1 The Supplier shall take all measures necessary to protect the Supply from bad weather, corrosion, loading incidents, storage constraints and other risks linked to the transportation means and the Supplier shall accordingly adapt the packaging of the Supply.

9.2 Marking and shipping instructions will be specified by the Purchaser upon receipt of the preliminary packing list proposed by the Supplier.

9.3 The packing, marking and loading of the Supply shall be carried out in accordance with the local regulations at the place of transit and/or of use, at the cost and risk of the Supplier. Where applicable, the Supplier shall meet the legal and regulatory obligations concerning the transport of dangerous materials. The marking shall include all the information required for identifying the Supply, particularly the Order reference number, the name of the Purchaser, the type of Supply, the quantities, the weights, the packing number with reference to the packing list and the name of the carrier.

9.4 The Supplier shall be liable for any damage to the Supply or cost borne by the Purchaser due to defective or inappropriate packing.

9.5 The Supplier shall send to the Purchaser via email one (1) copy of the delivery voucher before shipment and no Supply shall be shipped prior to the issuance by the Purchaser of a release note for shipment. If the delivery is not made at the agreed place, or within the agreed period of time, all costs incurred in connection with dead freight, demurrage, warehousing, insurance and/or any other costs to ensure delivery shall be borne by the Supplier, as well as associated costs incurred by the Purchaser.

9.6 Early or partial deliveries can only be carried out with the Purchaser's prior written consent.

9.7 Unless otherwise stipulated in the Order, the Supply shall be delivered DDP (Delivery Duty Paid) at Site according to the ICC Incoterms (2010 edition).

## 10. Import / Export License

10.1 The Supplier shall be responsible for identifying if any export license is required at and to any places where the Work and/or Supply shall be performed, for any parts of the Supply, including import licenses for any materials and/or tools used by the Supplier.

10.2 Where compulsory, the Supplier shall obtain such import/export licenses from the relevant authorities at its own costs. The Supplier shall take all necessary measures to ensure that all export/import licenses and shipping documentation are arranged and issued in a timely manner consistent with the constraints of the Order.

10.3 The Supplier shall provide the Purchaser with all necessary documents for the Purchaser to obtain customs clearance for the exportation of the Work and/or Supply or re-exportation, if agreed, of any part of the Work and/or Supply.

## 11. Work at the Site

11.1 The Supplier shall keep the Purchaser's site ("Site") clean and shall remove from the Site all equipment, scaffolding, temporary structures, debris and other items that belong to it or are in its custody as soon as these are no longer necessary for the execution of the Order. All wastes generated by the Supplier during the execution of the Order shall be removed and eliminated in strict compliance with the rules of occupational safety, health and the environment in force at the Site and at the Supplier's cost.

11.2 The Supplier shall assign the execution of the Order to competent and qualified personnel, which is properly employed and registered as required by the regulation at the Site. The Supplier's representative at the Site shall be fluent in the official language of the Site and shall speak sufficiently well English.

11.3 The Supplier's personnel assigned to the performance of the Order shall under all circumstances remain under the hierarchical and disciplinary authority of the Supplier. The Supplier shall remain the effective employer and, as a consequence thereof, shall be solely responsible for the Work performed and/or Supply delivered by said personnel.

11.4 The Purchaser shall have the right to immediately proceed to the eviction from the Site of any employee of the Supplier or of its Subcontractors who does not respect the applicable laws or the Site rules and regulations.

11.5 The Supplier warrants that it complies with the provisions of the applicable laws related to the employment and conditions of works and therefore agrees to provide to the Purchaser any statement and documents as may be required by the applicable laws. The compliance by the Supplier with the provisions of this clause is an essential obligation of the Supplier.

## 12. Quality Assurance / Audits / Inspection and Tests

### 12.1 Quality assurance.

12.1.1 The Supplier shall provide, maintain and observe for the duration of the Order a complete quality assurance system and set up a suitable organization securing the various related functions.

12.1.2 Throughout the performance of the Order, the Supplier shall give the Purchaser and/or its representative free access, at any time, to any place where part of the Work and/or Supply is being performed, including at Subcontractor's premises.

### 12.2 Audits.

12.2.1 During the performance of the Order, the Purchaser is entitled to carry out by its own specialists or by a designated third party progress, technical, quality, processes and/or safety audits in respect of the Order. The Purchaser shall be entitled to instruct the Supplier to perform adjustments as may be required by said audit expert(s) to comply with the requirements of the Order, at the Supplier's cost.

12.2.2 During any visits of the Purchaser or on behalf of the Purchaser, the Supplier shall grant the necessary assistance, and supply the necessary documentation to the visitor to enable him to monitor the progress of the Work and/or Supply and to ascertain that the materials used, and the method of performing the Work and/or Supply, meet the requirements of the Order. The Supplier shall bear all costs associated with providing such assistance.

12.2.3 The Purchaser may propose remedy actions and/or execute by itself such remedy plan if it deems that the Supplier's corrective measures are not satisfactory. The resulting costs shall be borne by the Supplier.

### 12.3 Inspection and tests.

12.3.1 At any time, the Purchaser may inspect the premises where the Work and/or Supply are performed. In case inspection takes place in the Supplier's premises or in its Subcontractor's, the Supplier shall provide to the Purchaser safety and protective clothing, as required, including but not limited to safety boots, hard hats, goggles and gloves.

12.3.2 The inspection and its results shall not relieve the Supplier of the responsibility to perform the Work and/or Supply in such a manner which conforms to the specifications nor shall it relieve the Supplier of the responsibility to provide its own quality control and in-house inspection of the Work and/or Supply. Test reports, if required, shall be submitted by the Supplier to the Purchaser at the time of inspection.

12.3.3 The costs for the inspection and testing of the Work and/or Supply are deemed to be included in the Order. Any and all extra costs of the Purchaser attributable to additional inspections due to the Supplier's failure under the Order will be borne by the Supplier.

## 13. Acceptance

13.1 Upon completion of the Order, a written acceptance certificate ("Acceptance Certificate") shall be issued by the Purchaser upon the Supplier's request in writing.

13.2 Acceptance of the Work and/or Supply shall occur following verification by the Purchaser that the Work and/or Supply conforms to the Order and, where applicable, following receipt by the Purchaser of the documents relating to the Work and/or Supply (including material certificates, drawings and final documentation) and more generally receipt of all documents that have to be delivered in accordance to the Order.

13.3 If the Purchaser believes that any of the Supplier's obligations under the Order have not been fulfilled, it shall notify the Supplier in writing of the tasks which remain to be finished ("Punch List"). The Supplier shall then complete all outstanding tasks in accordance with the Punch List, prior to the issuance of the Acceptance Certificate.

13.4 The issuance of the Acceptance Certificate shall not relieve the Supplier from its responsibility for the proper execution of the Order.

13.5 Should the Work and/or Supply not conform to the requirements of the Order, the Purchaser reserves the right, without prejudice to its other rights under the Order or at law, to either (i) reject all or part of the Work and/or Supply or (ii) require the Supplier to make good any defect or deficiency at its own costs and in the period of time defined by the Purchaser, or (iii) accept all or part of the Work and/or Supply against application of a corresponding price reduction of the Order.

13.6 Any Supply that is totally or partially rejected shall be taken back by the Supplier, at the Supplier's costs, within eight (8) calendar days following receipt of the notice of rejection and the Supplier shall reimburse all sums already paid by the Purchaser in connection with the rejected Supply. Title to the rejected Supply, as well as care and custody of the same shall automatically be transferred back to the Supplier, unless otherwise notified by the Purchaser.

## 14. Time Schedule and Delivery Dates

14.1 Time is of the essence. The Supplier shall perform the Order as per the Schedule. Should the progress be behind the Schedule, the Supplier shall notify in writing the Purchaser of the same and the Supplier shall take the necessary actions to remedy such delay within the time specified by the Purchaser.

14.2 In any case where the Supplier fails to deliver all or part of the Work and/or Supply as per the Schedule, the Purchaser shall have the right to apply liquidated damages for delay. The amount of the liquidated damages shall be specified in the Order. They can be offset from amounts due by the Purchaser to the Supplier under the Order.

14.3 These liquidated damages shall constitute a genuine pre-estimate of the loss incurred by the Purchaser due to such delay. However, the payment by the Supplier of these liquidated damages shall not affect the Purchaser's right to (i) claim for the additional losses incurred by the Purchaser as a consequence of such delay, if such losses exceed the pre-estimated amount, and/or (ii) cancel the Order

for the Supplier's default or (iii) request reimbursement of sums already paid by the Purchaser under the Order.

14.4 The application of liquidated damages shall not release the Supplier of its obligation to diligently complete the Order or from any other obligations and liabilities under the Order or at law.

## 15. Transfer of Ownership and Risks

15.1 The Work and/or Supply and parts thereof shall become the property of the Purchaser as soon as such are ordered by the Purchaser and identifiable as being attributed to the Order, notwithstanding the phase of progress (such as in the course of manufacturing, welding, transportation, installation) and any payment considerations. The Supplier waives any right of recourse to any retention of title clause not expressly agreed by the Purchaser.

15.2 The Supplier guarantees that the Work and Supply is free of any lien, encumbrance or pledge.

15.3 The Supplier shall ensure that its Subcontractors are imposed the same obligations than the ones set forth above.

15.4 The Supply shall remain under the Supplier's care and custody until delivery to the Purchaser as per the Incoterms defined in the Order.

## 16. Warranties and Guarantees

16.1 The Supplier shall perform the Order with all proper skill and care, in accordance with good engineering and manufacturing practices and the state of the art, and in compliance with the Order, laws and regulations, industrial standards and rules applicable on Site.

16.2 The Supplier warrants that the Work and/or Supply, including associated documentation, is new, unused, free from errors, defects or failures, fits for the intended purpose, of good quality and workmanship and meets the description and specifications referred to in the Order. The Supplier further guarantees that the Work and/or Supply shall meet the performance criteria defined in the Order. The same guarantees shall apply in case if the Supplier is in charge of supervising the assembly or installation of the Work and/or Supply performed by a third party contractor.

16.3 The above warranties apply for a period of twenty four (24) months starting from the issue date of the Acceptance Certificate or thirty six (36) months from the actual delivery date, whichever comes first ("Warranty Period").

16.4 If the Work and/or Supply does not meet the above warranties, the Purchaser may, at its option, either require the Supplier to repair or to replace the Work and/or Supply, at the Supplier's costs, or if the Supplier does not do so within seven (7) days from the date of the Purchaser's request or within the period specified by the Purchaser, take appropriate measures to arrange the same itself or through a third party. In any event, the Supplier shall bear all costs of any replacement and/or repair of the Work and/or Supply, including but not limited to travel expenses, dismantling and returning the Supply to the factory, material and labor, production stoppage, without prejudice to any other rights or remedies the Purchaser may have.

16.5 Reworks shall be performed within the period requested by the Purchaser, having regard to the urgency of the situation and in such a manner so as to cause minimum disruption in the use of the Work and/or Supply. Any replacement or repair of the Work and/or Supply under warranty shall give rise to a new warranty for a period of twenty four (24) months from the date of the Purchaser's acceptance of the repaired or replaced Work and/or Supply.

16.6 Maintenance work executed by the Purchaser during the Warranty Period shall not affect the validity of the above-mentioned warranty conditions.

## 17. Compliance with Laws, Regulations and EHS Rules

17.1 The Supplier and its Subcontractors, shall comply with the Purchaser's Code of Ethic and Business Conduct to be found on: <http://www.imerys.com>, which the Supplier and its Subcontractors acknowledge having read and adhere to.

17.2 The Supplier shall comply and ensure that its employees and its Subcontractors comply with social, environment, health and safety ("EHS"), rules specified by laws, international treaties and all applicable local regulations. The Supplier shall accordingly implement an EHS management system under the highest EHS standards in all aspects of the work.

17.3 The status of such EHS management shall be reported in the monthly progress report and shall be performed in a proper, systematic way based on established standards and safety objectives. Management of EHS includes, without limitation, activities related to the prevention of (i) fatalities, injuries and occupational diseases, (ii) damage to the environment, (iii) damage to property, (iv) unscheduled down time.

17.4 The Supplier acknowledges that it is aware of all applicable rules or regulations, including Site rules, when Site activities are involved, and the Supplier declares that it has all permits, licenses, rights, approvals and authorizations required for the performance of the Work. The Supplier shall provide all necessary permits and authorizations to the Purchaser prior the beginning of the Site activities.

17.5 The Supplier shall bear all financial and/or administrative consequences incurred by the Purchaser, as a result of the Supplier's failure to abide by the above mentioned laws and regulations, and the Purchaser shall have the right to terminate the Order for the Supplier's default in accordance with Article 21 hereof.

## 18. Force Majeure

18.1 The Parties shall not be liable for non-performance of all or part of their obligations where such non-performance results from the occurrence of a case of Force Majeure. Force Majeure is an event which is not within the affected Party's reasonable control and could not be prevented, avoided or removed by the affected Party and which causes such Party to be delayed, in whole or in part, or unable to, partially or wholly, perform its obligations, such as (without limitation) riots, fires, floods, wars and embargo. The Party affected by an event of Force Majeure shall immediately notify the other Party of the situation by email confirmed by registered letter with acknowledgment of receipt, with proper documentary evidence. The affected Party shall make every effort to mitigate as far as possible any adverse effect arising from this situation. The following events shall not be considered as cases of Force Majeure: strikes, implementation of the Order which is particularly difficult or onerous, potential delays in the supply of products or of raw materials.

18.2 Force Majeure shall only relieve the affected Party from its contractual obligations to the extent and for such period as the said Party is prevented from performing those obligations.

18.3 If such an event results in the suspension of the performance by the affected Party of its obligations for a period exceeding sixty (60) days or another period of time agreed by the Parties, any Party may terminate the Order, without any compensation being due to either Party.

18.4 Each Party shall bear its own costs resulting from the occurrence of a Force Majeure event.

## 19. Intellectual Property / Confidentiality / Advertising

19.1 The documents, drawings, documentation as well as all other information prepared or disclosed by the Purchaser shall be and remain the Purchaser's properties and are deemed confidential, whether or not marked as such. The Supplier may not use or disclose the same to any third party without the Purchaser's prior written approval, and the Supplier agrees to disclose it only to its respective employees, consultants and Subcontractors only on a need-to-know basis, to the extent necessary for the execution of the Order and only if such employees, consultants and Subcontractors are bound by confidentiality provisions no less restrictive than those set forth in these GTC.

19.2 The Purchaser acknowledges that the Supplier's confidential information, marked as such, may not be used or disclosed to any third party without the Supplier's prior written approval. However, such approval shall not be necessary in case of disclosure by the Purchaser to its own employees, consultants and subcontractors on a need-to-know basis, to the extent necessary for the execution of the Order.

19.3 Each Party shall retain any right, title or interest in its respective intellectual property rights that have been developed, acquired or obtained prior to the Effective Date of the Order. The Purchaser shall, however, be granted an irrevocable, worldwide, perpetual, non-exclusive, royalty-free license, with the right to grant sub-license, to copy and use the Supplier's intellectual property to the extent necessary or desirable for the Purchaser to use the Work and/or Supply.

19.4 Any intellectual property which arises in furtherance of the performance of the Order shall vest wholly and exclusively in the Purchaser. No further compensation shall be due by the Purchaser for the transfer of the above mentioned intellectual property rights, either to its inventor, or to the Supplier.

19.5 The Supplier declares that any and all intellectual property rights relating to the Work and/or Supply are either the exclusive property of the Supplier or subject to a license granted to the Supplier by a third party holding these rights, under conditions allowing the Purchaser to freely use and/or transfer the Work and/or Supply.

19.6 Consequently, the Supplier shall indemnify and hold harmless the Purchaser against any and all claims, costs, damages, expenses or legal actions by third parties in connection with any actual or alleged infringement of intellectual property rights in relation to the Order. If, in the opinion of the Purchaser, the Work and/or Supply carries a risk of claim or legal action, the Supplier shall take all steps necessary to ensure that such risk of infringement is eliminated,

including if necessary carrying out modification or replacement.

19.7 The confidentiality undertaking under this Article 19 shall apply during performance of the Order and for a period of five (5) years following the expiry or termination of the Order for any reason whatsoever and the Supplier shall, upon the Purchaser's request, return to the Purchaser or destroy every document and data and every copy of the same, which may have been kept in connection with the performance of the Order.

19.8 Any publicity or communication to third parties concerning the Order shall be subject to the Purchaser's prior written approval.

## 20. Liability – Insurance

20.1 The Supplier shall indemnify and hold the Purchaser harmless from and against any and all claims, losses, damages, liabilities, costs and expenses including reasonable legal fees and any amounts paid in defense or settlement which may arise out of or in connection with any actual death or injury to any person, damage to property, or any other damage or loss, by whomsoever suffered, resulting from the Supplier's breach of any obligation of the Order and in general from any act, omission, fault, error, negligence occurring during and in furtherance of the Supplier's performance and attributable to the Supplier, its Subcontractors, employees and agents.

20.2 The Supplier shall, at its own costs, take out and maintain in force all insurances necessary for covering his general and professional liability under the Order and at law.

20.3 Unless otherwise specified in the Order, the Supplier shall procure the following insurance policies:

- a policy covering the risk of loss or damage (and the financial consequences thereof) of the Work and/or Supply occurring prior to delivery to the Purchaser for its full replacement value;
- a third party liability insurance (including a product liability policy) covering death and personal injury and property damages of third parties, during and after performance of the Work and/or delivery of the Supply and caused by a fault, error, negligence, act or omission attributable to the Supplier;
- workmen's compensation Insurance as per the law applicable to the employment contracts of the Supplier's personnel.

20.4 None of the amounts set out in the insurance policies shall be construed or interpreted as limiting the Supplier's liability in any respect.

20.5 Upon the Purchaser's request, the Supplier shall provide insurance certificates from first rank insurance companies, certifying the existence, insured capital, guarantees, durations and renewal dates of the policies.

20.6 The Supplier's maximum liability under the Order is limited to 150% (one hundred and fifty percent) of the price of the Order, except in case of defective engineering, gross negligence or willful misconduct and breach of the provisions of Article 19 "Intellectual property / Confidentiality / Advertising", for which the Supplier's liability is not limited.

## 21. Termination / Suspension

### 21.1 Termination for default.

21.1.1 In the event of the Supplier's breach under the Order not remedied within the time period specified by the Purchaser, the Purchaser shall have the right to terminate the Order forthwith, without any indemnity to the Supplier and without prejudice to the right of the Purchaser to claim for the payment of liquidated damages for late delivery and/or all damages incurred by the Purchaser as a consequence of the Supplier's default. The Purchaser shall notify such termination by registered letter with acknowledgement of receipt.

21.1.2 The Purchaser may, by giving notice to the Supplier, terminate all or part of the Order without compensation of any sort to the Supplier, if the Supplier is the subject of a merger, take-over, acquisition or transfer of business that would, in the Purchaser's discretion, have a detrimental effect upon the Supplier's ability to perform its obligations under the Order.

### 21.2 Termination for convenience.

The Purchaser may, at any time, cancel all or part of the Order by registered letter with acknowledgment of receipt. In this case, the Purchaser shall pay the Supplier, upon presentation of supporting documents, for the part of the Work/or and Supply completed, as of the date of termination.

### 21.3 Effects of termination

21.3.1 In all event of termination and no later than fifteen (15) days after receipt of the notice of termination, the Supplier shall:

- (i) refund all sums that have been paid in excess to the Supplier as advance or as down payment, including in case of termination for Force Majeure;
- (ii) handover the documents used for the performance of the Order, as well as all data, books, manuals, drawings, drafted by the Purchaser under the Order;
- (iii) deliver the Work and/or Supply and its constituting parts (including but not limited to documents, drawings, data), as it is, on the date of termination; and
- (iv) handover the Purchaser's Materials, if any.

21.3.2 The Supplier shall also, if so required by the Purchaser, assign to the Purchaser its subcontracts entered into in connection with the Order.

### 21.4 Suspension.

21.4.1 The Purchaser shall, at any time, have the right at its sole discretion, to suspend all or part of the Order. The Supplier shall, forthwith upon receipt of the Purchaser's notice, suspend performance of the Order and shall during the period of such suspension properly protect and secure the Work and/or Supply.

21.4.2 The Schedule shall not be extended and the Purchaser shall not reimburse the Supplier for costs incurred as a result of any suspension attributable to the Supplier's failure to comply with any provision of the Order or necessary for EHS compliance reasons. Any request for extension of the Schedule or for reimbursement of direct extra costs directly caused by such suspension shall be duly documented by the Supplier.

21.4.3 Upon notice from the Purchaser, the Supplier shall promptly resume the performance of the Order.

## 22. Receivership / Insolvency / Bankruptcy

22.1 Any and all judgment or other decision of equal value such as petition for winding up, decision of liquidation, of bankruptcy or other petition presented for appointment of any receiver or administrator in respect of the Supplier business must be immediately notified to the Purchaser by the Supplier.

22.2 Unless contrary to the applicable law, the Purchaser shall then be entitled to suspend or terminate the Order by giving written notice thereof to the Supplier.

## 23. Applicable Law and Settlement of Disputes

23.1 The Order is subject to the law of registered office of the Purchaser, excluding its conflict of law provisions. The Parties expressly exclude the application of the United Nations Convention on the International Sale of Goods of April 11, 1980.

23.2 Any disputes arising out of or in connection with the Order which cannot be amicably settled by the Purchaser and the Supplier (involving their management) within a reasonable period of time shall be submitted to mediation. The duration of the mediation shall not exceed sixty (60) days ("Mediation Deadline"). If the Parties have not reached an agreement by the Mediation Deadline, then the dispute at stake shall be of the exclusive competence of the jurisdiction where the Purchaser has its registered office.

## 24. Miscellaneous

24.1 If any provision of the Order is for any reason declared to be invalid, the invalidity of the remaining provisions shall not be affected thereby. The Parties shall be obliged to replace the invalid provision(s) by a provision which is nearest to the purpose intended by the invalid provision(s).

24.2 The failure of the Purchaser to insist upon strict performance of any of the provisions of the Order shall not be considered as a waiver of any subsequent breach or default in the provisions excepted as may be expressly waived in writing.

24.3 The Purchaser may assign or otherwise transfer, at any time, all or part of its rights and obligations under the Order to any third party. The Supplier shall not assign or otherwise transfer all or part of its rights and obligations under the Order without the Purchaser's prior written consent.

24.4 The Supplier shall immediately inform the Purchaser of any change of its shareholding structure or any event which may have an impact on the Supplier's ability to perform the Order.