

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. PURPOSE

The purpose of this Contract is to define the terms and conditions in which TRENCH France (the Purchaser) shall place orders with the Supplier, for supplies (hereinafter referred to as "the Supply") and for provision of services (hereinafter referred to as "the Services").

The Supply shall be manufactured, delivered and possibly installed (where necessary), and the Services performed in strict compliance with the contractual documents, standards, regulations and legislation in force, as well as with good practice.

### 2. CONTRACTUAL DOCUMENTS

The Contract is governed by the following contractual documents:

- The Order sent to the Supplier by the Purchaser, which may be in the form of a standard order, blanket order, call-off order or scheduling agreement release.
- This Contract and its Appendices:
  - Appendix 1: Siemens Code of Conduct

If the provisions of these documents are contradictory, each document shall have precedence over the following one, as per the order in which these documents have been listed above.

When the Supplier confirms or performs the Contract, or provides the Supplies and/or Services requested as specified in this Contract, it accepts the primacy of the above-mentioned documents over any other document and in particular, over its own general terms and conditions of sale. The Contract may only be modified by a written amendment signed by both Parties.

### 3. ORDER - ACKNOWLEDGEMENT OF RECEIPT

3.1 The Supplier shall acknowledge receipt of all Orders and/or confirm them in writing within forty-eight (48) hours of receiving them.

3.2 If the Supplier does not acknowledge receipt of and/or confirm an Order as per the conditions defined between the parties, the Purchaser reserves the right to cancel said Order within fifteen calendar days as of the date of the Order or in the event of an unaccepted modification in pursuance of article 2.

### 4. SUPPLIER OBLIGATIONS

4.1 The Supplier agrees to process the order covered by this contract. This obligation is an obligation to achieve a particular result. As a professional in its field of activity, the Supplier shall have a duty to advise, in particular by offering the Purchaser Supplies that correspond to the needs defined by the latter, and by reporting, in writing, any anomalies, non-compliances and other problems that it thinks necessary

as soon as it learns of them. Before signing this Contract and before each Order, the Supplier shall declare (i) that it is wholly satisfied with all the conditions that might affect the Supply and/or Services, (ii) that it has received all the technical and business information needed to prepare its tender and the price of the tender, and (iii) that it has attentively read and checked all the documents it has received from the Purchaser. The Supplier agrees to not make any claim whatsoever, or request variations and/or price adjustment and/or extra time as a result of its failure to fulfil the above-mentioned obligations, or of the use of information and data provided by the Purchaser with no guarantee, or any misunderstanding or incorrect information regardless of its nature.

4.2 The Supplier shall be responsible for the compliance of its Supplies and Services with the specifications as defined by the Purchaser, with the standards, regulations and legislation in force, in particular with European Union directives, laws, rules and standards, especially in the fields of hygiene, safety, quality and reliability of the Supplies, of environmental protection, packaging and packing.

The Supplier shall be seen as a generator of waste during the production of the Supplies and Services, and as such, it is responsible for managing, processing, collecting and disposing of said waste.

4.3 The Supplier also agrees to inform the Purchaser in writing, when an Order is confirmed, of any Supplies that are subject to restrictions in pursuance of German, American, French or European laws and regulations on the export control of dual-use goods and technology:

1. the customs code (Harmonised System code or statistical number)
2. the AL code (export list number)
3. the ECCN (Export Control Classification Number) code per line of good or service.

The Supplier shall mention any restrictions on the import, export and re-export of the Supplies in its acknowledgement of receipt, its confirmation of Order and its invoice. If such is the case, it shall indicate the procedure to be followed, in accordance with the international regulations in force, especially European, French, American and German. The Supplier shall certify the origin of the Supplies upon request from the Purchaser.

4.4 The Supplier shall also mention the rules to be applied if the product is hazardous or subject to a specific regulation, in any document that it issues, in particular technical and business proposals, documentation and specifications, slips etc., as well as on packing.

4.5 The Supplier must comply with the applicable good practice, during each phase of research, development or manufacturing and all Service performance phases.

4.6 Without prejudice to the above-mentioned provisions, the Supplies and Services must comply with the provisions of

this Contract, the drawings, plans and specifications as defined by the Purchaser, and with the samples or prototypes accepted by the Purchaser when the features are not specified. This provision applies to the Supplies, Services and any document provided by the Supplier.

4.7 If the Purchaser's indications do not correspond to the latest regulation in force, the Supplier shall immediately inform the Purchaser in writing. The latter shall then adapt them if necessary.

4.8 The Supplier is fully responsible for ensuring that its staff and the staff of its sub-contractors (if it has any) implement all the legislation applicable to the Site and labour regulations, especially regarding occupational health and safety, as well as social legislation and regulations. The Supplier must do the following, before and during performance of the Services:

- give its staff the instructions they need, on the sites on which said Services are being performed, concerning the specific dangers to which they are exposed and the measures taken to prevent the associated risks, especially those of fire, electrical origin, falling from a height plus those of radioactive origin and inherent to the use of hazardous products and explosives, if applicable,
- define these measures, in particular:
  - by specifying the danger zones and the resources used to physically identify them,
  - by explaining how to use personal and collective protective equipment,
  - by showing them the paths to be taken to access or leave the job site,
  - by showing them the emergency exits if necessary:
- draft and communicate the instructions to be followed by the staff in the event of fire, danger of electrical origin, working at heights or a risk of radioactive origin, and lend its staff to the fire-fighting service or department shared by all the companies on the Site or other common services when such services are organized.

The Supplier must focus all its attention on the problem of occupational safety. In order to do so, it must comply with, and ensure that everyone else complies with, the safety rules mentioned in the hygiene and safety plan, and the safety rules laid down by TRENCH France. It must also make sure that each worker is always in possession of the safety equipment adapted to the Works in progress, and is wearing at least the personal protective equipment (PPE), i.e. safety shoes, hard hat, insulated gloves, goggles and high visibility vest.

The Supplier agrees to comply with the legal provisions relating to illegal work in pursuance of article R324-4 of the

French Labour Code and of articles L 8221-1 and subsequent of the Labour Code.

The Supplier shall provide the documents specified in articles D 8222-5 and D 8222-7 of the Labour Code, in French or accompanied by a translation in French, upon request from TRENCH France.

The Supplier must provide the following documents in particular, upon request from TRENCH France:

- A social contribution return form issued by the welfare agency in charge of collecting the social and other contributions to be paid by the co-contractor, issued within the last six months;
- A declaration on honour that all the obligatory tax returns have been filed with the tax authorities, on the date of said declaration;
- Proof of registration on the Corporate and Trade Register;
- A declaration on honour certifying that its employees are regularly employed with respect to articles L. 1221-10, L. 3243-2 and R. 3243-1 of the Labour Code.

## 5. PACKING - MARKING - BUNDLING

The Supplier shall pack the Supplies, at its expense, in strict compliance with the Purchaser's provisions, on which it shall have informed the Purchaser of any useful reservations regarding the specific nature of the Supplies, within ten (10) days of the effective date of the Contract.

The Supplier shall bear any damage to and losses of the Supplies during handling, transportation and storage, due to faulty packing and/or packing that was not adapted to the specific nature of the Supply and/or not compliant with the contractual provisions and with the good practice applicable to the chosen means of transport. The Supplier shall repair or replace the Supply at its expense, within a time period accepted by the Purchaser.

## 6. DELIVERY

6.1 The lead times, conditions and place of delivery of the Supply are specified in the Purchase Order. Any use of the term "Incoterms" refers to the latest known version of the International Chamber of Commerce's Incoterms.

All deliveries (documents, equipment) shall be accompanied by a packing note issued by the Supplier in strict compliance with the Purchaser's provisions.

6.2 A delivery shall be considered as effective by the Purchaser when the following conditions have been met:

- (i) the delivery note issued by the Supplier in pursuance with the provisions above, duly signed and stamped by the carrier authorised to do so by the Purchaser or the consignee whose details shall have been specified on the Purchase Order by the Purchaser,
- (ii) the quantity and quality controls performed when the Purchaser receives the Supply, if applicable, do not reveal any inconsistency when compared with the delivery note or non-conformity with the contractual specifications.

6.3 Partial deliveries are not allowed, unless the Purchaser has given its prior written agreement.

6.4 Deliveries are made to the Purchaser's receiving department, to the address, on the days and at the opening times indicated on the order. They must be accompanied by a delivery note, on which must be listed the following information:

- order reference,
- Purchaser's item code number,
- description of the item,
- quantity delivered,
- number of packages, weight, all batch and/or serial numbers,
- Supplier's reference: trade name and address,
- Supplier's code number allocated by the Purchaser,
- delivery date and address.

The delivery date prescribed in the Purchase Order is understood to be the date on which it arrives at the place indicated by the Purchaser.

## 7. PERFORMANCE OF SERVICES

The Supplier is responsible for the methods and systems used to perform the Services.

The Supplier shall perform the Services as defined in the Purchaser's specifications. The Supplier is responsible for the entire performance of the Services.

The Supplier shall not be exempt from its liabilities when TRENCH France or the End Customer approves the measures it has taken during the performance of the Services. It shall remain fully accountable for any error and/or omission and/or contradiction noticed as part of the performance of the Services.

The Supplier is obliged to hand over all the technical documentation on the equipment provided.

## 8. PENALTIES

The Supplier shall be required to pay penalties to the Purchaser in the event of a late delivery and/or delay in the performance of the Services, as well as in the event of a delivery before due date of more than three (3) working days.

As soon as the Supplier learns of such situations, it agrees to inform the Purchaser in writing of any late and/or early delivery and/or delay in the performance of the Services, whether such delay and/or advance is foreseeable or effective. The Supplier agrees to implement any emergency measure to reduce the delay and/or advance, at its expense.

In the event of a delay in delivery and/or performance of the Services which is not due to a case of *force majeure* as defined in Article 17 hereinafter, or to misconduct by the Purchaser, as well as in the event of a delivery before due date by more than three (3) working days, the Supplier shall be required to pay penalties applied to the overall amount of the Supplies and/or Services, calculated at a rate of 1% per day per order line of the overall amount of Supplies and/or Services, not exceeding a threshold of 15% of the overall amount of the order line of the Supplies and/or Services.

This penalty shall be due if the delivery is not made on the due date and/or if the Services are not performed on the dates defined in the Purchase Order, without it being necessary to send the Supplier formal notice.

The Purchaser also reserves the right to:

- seek to recover compensation from the Supplier for its effective prejudice (including but not limited to banking charges, penalties for delay requested by the End Customer, etc.),
- partially or fully terminate the Contract at any time, unilaterally and as of right, by fault of the Supplier, without prejudice to any damages; the extent of the delay must therefore be considered as default of the Supplier.

If the Purchaser has to pay any additional transportation, assembly or any other costs due to a delay by the Supplier, all of these expenses shall be passed on to the Supplier which agrees to pay them immediately, provided that the Purchaser gives the Supplier the corresponding evidence.

The Purchaser may offset penalties for delay with the sums due to the Supplier, including for related debts.

## 9. POSSIBLE STORAGE IN THE SUPPLIER'S PLANTS

Should the Purchaser not be in a position to take delivery of the Supply, the Supplier agrees to store said Supply free of charge, at its own risk in its workshops, for a six (6)-month period as of the date on which notification that the Supply is ready for delivery is given.

At the end of this six (6)-month period, the Supplier agrees to store the Supply at its own risk, in return for payment at a rate to be fixed by mutual agreement with the Purchaser.

These provisions also apply to the situations specified in article 8 of this Contract.

## 10. PRICES

The prices of the Contract, together with the accounting and payment currencies, are indicated on the Purchase Order.

The prices are considered to be:

- excluding tax, flat-rate, firm and not subject to revision,
- for the Supply received and accepted by the Purchaser,
- for the Supply packed and delivered in pursuance of the corresponding clauses,
- for Documents received and accepted by the Purchaser,
- for the Services received by the Purchaser in pursuance of Article 13.

## 11. PAYMENT TERMS AND CONDITIONS

Unless otherwise specified on the Purchase Order:

- 100% of the overall amount excluding tax of the Supplies and all the VAT shall be due on delivery, provided that:
  - all the Supply has been effectively delivered, as specified in Article 6.2,
  - all the Documents have been received by the Purchaser, as per the procedures defined in Article 3.
- 100% of the overall amount excluding tax of the Services shall be due on Acceptance, as specified in Article 13.

Unless otherwise indicated on the Purchase Order, the Purchaser shall make payments by bank transfer at 60 days as of the date on which the invoice is issued, provided that it has received all the Supply and Documents and/or the Services have been performed by then. Should this not be the case, the payment period shall run from the date on



which all the Supply and Documents and/or Services are effectively received.

A lump-sum compensation of 40 euros for collection fees shall apply to any late payment, in pursuance of the provisions of article L 441-6 of the French Code of Commerce resulting from act no.2012-387 of 22 March 2012. This lump sum shall be added to the penalties for delay, but not included in the calculation of penalties.

If a Non-conformance report needs to be opened by the Purchaser due to deviation in quality of the goods and/ or the services, a 100 € administration fee rate can be applied to the Supplier.

This lump sum would be added to the penalties for late deliveries, but is not included in the penalty calculation base.

## 12. WORK ON SITE

When work is performed on the Purchaser's site or on one of its customers' sites, the Supplier shall control the performance of the Contract on site and regularly inform the Purchaser of the progress of the work.

The Purchaser may conduct controls on site, to check that work is on schedule. These controls do not exempt the Supplier from its obligation to provide a result.

The Purchaser or its customer may make certain facilities available to the Supplier, upon request from the latter. The Supplier shall bear the cost of maintaining and servicing such facilities.

## 13. ACCEPTANCE

13.1 The Supplies are accepted when the Purchaser and/or End Customer declare(s) that it has / they have accepted the Supply covered by the Contract, with or without reservations (hereinafter referred to as "Acceptance"). Acceptance shall be formalised in a document dated and signed by the Parties.

Acceptance of the Supplies generally involves two phases:

1. the provisional acceptance or quantity control which consists of a preliminary, brief check of the conformity of the Supplies with the Purchase Order on the Purchaser's or Supplier's premises,

2. the final acceptance or quality control which consists of checking the conformity of the Supplies with the various contractual specifications, in particular with the safety rules and specifications defined by the Purchaser.

If any reservations are made on the Acceptance document, the Supplier shall be obliged to immediately carry out the work needed to clear these reservations. The Supplier shall have to pay for all the costs incurred by the works to achieve compliance, such as dismantling, reassembling and transportation.

If the Supplier does not answer requests for work to achieve compliance, it is deemed to have accepted within twenty-four (24) hours.

If the Supplies are still not compliant with the contractual specifications despite the work carried out, the Purchaser reserves the right to scrap said Supplies at the Supplier's expense and risk.

Acceptance does not exempt the Supplier from its duty to deliver Supplies that comply with the Contract and have no

defect that may appear at a later stage when the Supplies are commissioned.

13.2 The Services are accepted when the Purchaser and/or End Customer declare(s) that it has / they have accepted the performance of the Services as per the Contract, with or without reservations (hereinafter referred to as "Acceptance"). Acceptance shall be formalised in a document dated and signed by the Parties.

Any defect and/or non-conformity of the Services identified during Acceptance and reported to the Supplier shall give rise to reconditioning, within a reasonable time period set by TRENCH France, without resulting in any additional cost to TRENCH France.

If any reservations are made on the Acceptance document, the Supplier shall be obliged to immediately implement the corrective actions needed to clear these reservations.

TRENCH France shall send the Supplier notification to carry out acceptance of the Services.

## 14. GUARANTEE

In addition to the legal provisions, the Supplier shall guarantee its Supplies and Services, in particular against any patent or hidden operating or conformity defect resulting from faulty materials, documentation, design, manufacturing, debugging, installation and/or commissioning, making them unfit for use.

The guarantee of the Supplies and Services shall be effective for a period of thirty-six (36) months as of the date on which the Services are accepted as defined in article 13.

As a result, the Supplier agrees to adjust, repair or replace the Supply in its environment, at its expense and at the earliest opportunity, as soon as the Purchaser or its own customer detects a defect or malfunction in the Supply. This includes any staff travel expenses and costs of dismantling / reassembling. Adjustment, repair or replacement shall be carried out to ensure that the Supply works in compliance with the provisions of the Contract and for the use for which it was designed.

If the Supplier has been asked to enforce its guarantee and has not been able to effectively resolve the problem within the time period given by the Purchaser (or within fifteen (15) calendar days if the Purchaser has given no time period), as of notification of the defect or malfunction, the Purchaser reserves the right to take action or to have a third party take action instead of the Supplier, at the expense and risk of the latter.

Any service provided and/or item replaced / adjusted / repaired under the terms of this guarantee shall be guaranteed under the conditions defined above.

The Supplier agrees to keep the products and documents needed for repair and/or exchange for at least ten (10) years after the last delivery has been made.

## 15. INSURANCE

The Supplier declares and certifies that it shall take out all the insurance needed to cover the consequences of the incurrence of its liability, and that it shall maintain such insurance throughout the duration of the Contract, including until the end of the guarantee period. The Supplier agrees to provide all the insurance certificates showing that its liability is covered, during signature of the Contract.

## 16. TRANSFER OF OWNERSHIP AND OF RISKS

Ownership of the Supplies is transferred when they are delivered.

Ownership of the Services is transferred when they are accepted as defined in Article 13.

The Purchaser shall refuse any retention of title clauses, the purpose of which is to subject the transfer of ownership of the Supplies and/or Services to the payment of part or all of the price.

Risks relating to the Supplies shall be transferred, unless otherwise indicated, when the Incoterm as defined in the Purchase Order is applied.

Risks relating to the Services shall be transferred when the latter are accepted as defined in Article 13.

## 17. FORCE MAJEURE

Neither of the parties shall be considered as defaulting when fulfilling the obligations for which they are liable through this Contract, should unstoppable, unforeseeable events independent of the will of the Party wishing to take advantage of this, and which prevent the fulfilment of said obligations, occur.

Any case of *force majeure* must be reported to the Party wishing to take advantage of this within six (6) days of its occurrence, on pain of forfeiture.

The Party so affected shall be obliged to inform the other Party of the foreseeable duration of the case of *force majeure*, and of the resources it plans on implementing to reduce the impact on the performance lead time.

Should the case of *force majeure* last longer than four (4) consecutive weeks, the Purchaser reserves the right to terminate the Contract, without paying any compensation to the Supplier.

## 18. SUSPENSION

The Purchaser reserves the right to suspend the performance of the Contract in the event of suspension of the Prime Contract with the End Customer, regardless of the reason.

As soon as the Supplier has received written notification from the Purchaser, it agrees to suspend the performance of the Contract, in particular the performance of any services in progress. It also agrees to maintain the services that have already been provided in a good state and to resume performance of the Contract as soon as it receives notification to do so from the Purchaser.

If suspension lasts longer than four (4) months, the Purchaser reserves the right to terminate the Contract.

The Supplier shall be entitled to claim compensation for termination from the Purchaser, within the limits defined in Article 19.

## 19. TERMINATION

19.1 The Purchaser reserves the right to terminate part or all of this Contract, as of right and without prior notice in the form of a registered letter, without having to pay any compensation, in the following cases:

- liquidation, winding up or end of Supplier's business activities;

- termination of the Prime Contract between the Purchaser and the End Customer for a reason for which the Supplier is accountable.

19.2 The Purchaser reserves the right to terminate part or all of this Contract, as of right and without having to pay any compensation, after formal notice of fifteen (15) days which has gone unheeded, in the following cases:

- if the Supplier badly fulfils or does not fulfil any one of its obligations;
- if there is a delay of more than four (4) weeks with respect to the contractual lead times.

19.3 The Purchaser reserves the right to terminate part or all of this Contract, as of right and without prior notice in the form of a registered letter, in the event of termination of the Prime Contract between the Purchaser and the End Customer, regardless of the reason.

The Supplier shall then be entitled to claim termination compensation for the expenses incurred up to the date of notification of termination, net of the monies already paid by the Purchaser, upon presentation of the corresponding evidence by the Supplier.

19.4 The Purchaser reserves the right to terminate part or all of this Contract, as of right and with prior notice of two (2) weeks, without having to pay any compensation, and without having to explain the reasons for termination. In this case, the Purchaser agrees to pay the Supplier the amount of the Supplies and/or Services accepted on a pro-rata basis of their progress, up to the effective termination of the Contract.

19.5 In the event of termination for the reasons defined in articles 19.1, 19.2 and 19.4, the Purchaser reserves the right to demand that the Supplier release the work in progress and supplies to the Purchaser or any other company designated by the latter, at no charge, in order to enable the Purchaser to complete the performance of this Contract or to have it completed at the Supplier's expense.

## 20. LIABILITY IN THE SUPPLY CHAIN

20.1 The Supplier agrees to comply with the principles and provisions of the 'Code of Conduct' applicable to the Purchaser's Suppliers, attached to this document in Appendix 1 (hereinafter referred to as the 'Code of Conduct').

20.2 If requested by the Purchaser, no more than once a year, the Supplier agrees to provide the Purchaser with one of the following (chosen by the Supplier): (i) a written self-assessment in the form indicated by the Purchaser, or (ii) a written report in the form indicated by the Purchaser describing the measures taken or that must be taken to ensure that the Supplier's practices comply with the Code of Conduct.

20.3 Provided that the Supplier gives its agreement, which may not be unfairly refused, it allows the Purchaser, its authorised agents and representatives and/or a third party designated by the Purchaser to proceed with inspections, especially on the Supplier's premises, without the Purchaser



being obliged to do so, in order to check the conformity of the Supplier's practices with the Code of Conduct.

Any inspection must (i) have been previously requested by the Purchaser in writing, sent to the Supplier with reasonable prior notice, (ii) take place during the Supplier's usual opening hours and (iii) not unreasonably encroach on the Supplier's activities and not breach the confidentiality agreements concluded by the Supplier with third parties. The Supplier agrees to co-operate during inspections. Each Party shall bear the expenses it incurs for inspections.

20.4 Beyond the rights and recourse that the Purchaser may have, it may terminate this agreement and/or any order issued under the terms of this agreement after sending the Supplier a written request for termination with reasonable notice and after having given the latter the opportunity to remedy the following two situations: (i) the Supplier's significant non-compliance with the Code of Conduct, or (ii) the Supplier's refusal to give the Purchaser and/or its representatives access to its premises for inspection as indicated in the third paragraph of this article.

Any breach of the provisions relating, but not limited to, child labour, corruption and non-compliance with the provisions of the Code of Conduct referring to environmental protection, shall be considered as significant non-compliance with the Code of Conduct. The Parties agree that any breach of the provisions of the Code of Conduct relating to child labour and/or environmental protection detected by the Purchaser may lead to the latter immediately terminating this agreement, without prior notice.

## 21. TOOLS AND OTHER AIDS

21.1 The tools and other aids ordered or provided by the Purchaser, such as samples, drawings, plans, standards, models, designs, documents and spare parts, are the property of the Purchaser, and are reserved and recoverable at any time.

21.2 The Supplier must take all necessary precautions to maintain them, in particular when using, servicing and storing them.

## 22. DISPUTES

Any dispute arising from the interpretation or performance of this Contract shall be brought before the *Tribunal de Commerce de Paris* (Paris Trade Tribunal) if an out-of-court settlement cannot be made. Said tribunal shall have exclusive jurisdiction, even in the event of an introduction of third parties or action involving several defendants.

This Contract is governed by French law, with the specific exclusion of the Vienna Convention on the international sale of goods and the exclusion of any conflict rules that may lead to the application of laws other than French law.

In the event that a dispute involving the Supply and/or Services opposes the Purchaser against the End Customer, the Supplier shall fully support the Purchaser, including in

front of the competent court on account of the Prime Contract.

## 23. COMPLIANCE WITH EXPORT CONTROL REGULATIONS

The Supplier agrees to comply with all the regulations applicable to the customs control of imports, exports, transfer of goods and technology ("Export Control") and to international trade ("Foreign Trade Regulations"), and to obtain the necessary export licences, for all the Supplies and/or Services delivered / performed under the provisions of this Contract, unless the Purchaser or a third party to this Contract is obliged to do so in pursuance of the applicable Foreign Trade Regulations.

The Supplier agrees to inform the Purchaser in writing, at the earliest opportunity and no later than five (5) working days before delivery and/or performance, of any information and data needed by the Purchaser to comply with the Foreign Trade Regulations of the countries in which Goods and Services are imported, exported or re-exported in the event of resale. The Supplier agrees to provide the following for each Supply / Service, in all cases:

- the ECCN (Export Control Classification Number) defined by American, European or other countries' regulations,
- the coding of the Good defined by the foreign trade statistics classification in force and by the Harmonised System nomenclature,
- the country of origin (excluding preferential origin), and
- a declaration of preferential origin from the Supplier (for European Suppliers) once a year or a certificate of preferential origin (for non-European Suppliers), as soon as requested by the Purchaser.

These items are defined as "Export Control / Foreign Trade Data".

If the origin and/or features of the Supplies and Services, and/or the Foreign Trade Regulations, and more generally the data transmitted in the previous paragraph, are modified, the Supplier agrees to update the Export Control / Foreign Trade Data at the earliest opportunity, but before delivery and/or performance at the latest. The Supplier agrees to bear all the expenses incurred by the Purchaser and to compensate for the harm suffered by the Purchaser as a result of the Export Control / Foreign Trade Data not being transmitted and updated, or being incorrectly transmitted and updated.

## 24. CONFIDENTIALITY - INTELLECTUAL PROPERTY

24.1 Unless otherwise specified, any information, documents, such as plans and drawings, and any objects, such as models, designs, samples and spare parts, that have been given to the Supplier or that the Supplier has produced to meet the Purchaser's needs, are the exclusive property of the Purchaser. The latter reserves the right to transfer them to a third party without the Supplier being able to claim any compensation. The Supplier agrees to only use them to meet the Purchaser's needs.

24.2 The Supplier agrees to respect the confidentiality of all the information that the Purchaser gives it, and to take all the necessary measures to ensure that this information, in particular the specifications, formula, drawings and plans

relating to the Contract, is not communicated or disclosed to a third party, either by itself or by its officials, permanent or casual staff or by those of its sub-contractor.

This duty of confidentiality shall be maintained throughout the performance of the Contract and throughout a period of five (5) years after Acceptance as defined in Article 13. If and when some third parties, in particular the sub-contractors authorised by the Purchaser, require confidential information from the Purchaser to perform the Contract, the Purchaser may authorise communication of said information within the limits and for the duration of the jobs said third parties have to perform. The Supplier shall refrain from mentioning its business relations with the Purchaser, unless the latter has given its prior written consent.

24.3 The Supplier shall automatically return the documents and objects defined in Article 24.1 to the Purchaser, once the Contract has been performed, unless the Purchaser requests that they be returned beforehand. The Supplier shall destroy all copies of the documents and objects defined in Article 24.1.

24.4 The Supplier shall guarantee the Purchaser against any third-party rights. The Purchaser shall hold the Supplier liable for any third-party claim, including any related damages. The Supplier shall fully guarantee the Purchaser against any complaint, proceedings, request for damages made by third parties further to the use of Supplies that involve patents, brands, registered designs or copyrights belonging to third parties.

24.5 If the Services or Supplies lead to the creation of intellectual and/or industrial property, the Purchaser shall become the sole, exclusive owner of said property as soon as it is created. The Supplier shall take the measures needed to be able to give and/or confirm this property to the Purchaser.

24.6 If the Supplies include software or the right to use software, the Purchaser shall have the right to use the associated documents, to copy the software to install it, to make back-up copies, to freely grant third parties of its choice a sub-licence to use the software, with no charge, and to allow said third parties to grant their customers a sub-licence to use the software.

24.7 The Supplier shall grant the Purchaser free use, without costs, of the industrial property rights needed if the Contract is terminated by fault of the Supplier, when the Supplies and/or Services are completed and after the guarantees defined in Article 14 have come to an end, when the Supplies and/or Services are serviced and/or repaired, modified and debugged.

24.8 The Purchaser may demand that the provided software source codes be filed with an authorised organisation and that the Supplier regularly update them, while reserving the right to access them in the event of technical or financial default of the Supplier.

## **25. ASSIGNMENT, SUB-CONTRACTING**

25.1 The Supplier agrees to not outsource part or all of the Supplies and/or Services covered by this Contract, without the Purchaser's prior written consent. Under no circumstances shall the Purchaser's prior written consent exempt the Supplier from its liability. The latter shall remain solely liable for the non-performance or incorrect performance of the Contract by sub-contractors. The Supplier agrees to inform its sub-contractors of these terms

and conditions, and of its obligations to the Purchaser, and to ensure that its sub-contractors comply with them.

25.2 The Purchaser may assign the Order to a third party, and inform the Supplier by sending a letter. The Purchaser may also assign the Contract to a third party. The effects of such assignment shall be fully binding on the Supplier, provided that it has been informed of said assignment.