

## GENERAL TERMS AND CONDITIONS OF PURCHASING

### ARTICLE 1 - PURPOSE AND SCOPE

- 1.1 The purpose of these General Terms and Conditions of Purchasing is to define the general provisions which will govern any purchase of goods and/or services (hereinafter referred to as the "Supplies") which are the subject-matter of Contractor Consultations (Calls for Tenders) or Orders pertaining thereto.
- 1.2 Special conditions may amend these General Terms and Conditions of Purchasing.
- 1.3 An Order shall be made up of all those documents referred to in "IFP Energies nouvelles's order form" in the order of priority of documents as provided for in the special conditions, or in the absence of such an enumeration, in the following order:
- the special conditions,
  - these General Terms and Conditions of Purchasing,
  - all other documents expressly referred to by the special conditions in the order in which they are listed,
  - the IFP Energies nouvelles regulations applicable to the Contracting Party working on IFP Energies nouvelles's site,
  - the special requirements (quality assurance, safety etc.),
  - the Contracting Party's commercial proposal.
- 1.4 The Order shall be deemed to be accepted as of the date of confirmation of receipt of the Order. No commencement of performance of the Supplies may be made before confirmation of receipt of the Order made without reservation or with accepted reservations. Any commencement of performance of the Supplies by the Contracting Party shall be deemed acceptance of the General Terms and Conditions of Purchasing without reservation.
- 1.5 An Order which is accepted by the Contracting Party shall constitute a firm and final commitment by it and implies:
- acceptance of these General Terms and Conditions of Purchasing and special conditions if they are not the subject of written reservations formally accepted by IFP Energies nouvelles,
  - the exclusion of its own general terms and conditions of sale.
- 1.6 In the event of variation in the Supplies,
- Unless provided otherwise, these General Terms and Conditions of Purchasing shall apply to any variation in the Supplies whatever form it may take;
  - No modification to the Order by the Contracting Party shall be binding on IFP Energies nouvelles without IFP Energies nouvelles's written agreement.

### ARTICLE 2 - CAPACITY OF THE CONTRACTING PARTY

- 2.1 The Contracting Party hereby represents that it has:
- sufficient technical skills and resources to provide the quality of Supplies in accordance with the Order and with best trade practices,
  - sufficient financial capacity and human resources to provide the Supplies without risk of interruption,
  - all authorisations, rights and approvals necessary to perform the Supplies.
- The Contracting Party hereby represents:
- that it is in complete compliance with social and tax law and has paid the corresponding sums (taxes and contributions),
  - that it guarantees and warrants the conduct of its personnel and the personnel of its subcontractor(s) if any, and particularly their respect for public order, common decency, and all laws and regulations in pursuance of these General Terms and Conditions, and also compliance with IFP Energies nouvelles site regulations concerning health and safety and security.

The Contracting Party must give written notice to IFP Energies nouvelles without delay of any change occurring in the performance of the Supplies, including in particular the address of its enterprise' registered offices, registered capital, corporate form, and persons who have the power to bind the Contracting Party.

### ARTICLE 3 - GENERAL PROVISIONS CONCERNING THE PERFORMANCE OF THE ORDER

#### 3.1 Duties of IFP Energies nouvelles

IFP Energies nouvelles shall:

- 3.1.1 answer written requests for information from the Contracting Party as to the conditions of performance of the Order, and collaborate in good faith with the Contracting Party,
- 3.1.2 pay the Contracting Party the agreed price pursuant to the terms and conditions laid down in the Order,
- 3.1.3 afford to the Contracting Party's personnel for the needs of implementing the order, or to any third party designated by it, who has received authorisation from the head of the security department, free access to the installations, premises and/or locations concerned, and take all steps necessary to allow the exercise of this right.

#### 3.2 Duties of the Contracting Party

- 3.2.1 The Contracting Party undertakes to properly complete performance of the Supplies in compliance with the provisions of the Order in terms of quantity, quality, performances and deadlines, these being an *obligation de résultat* [strict obligation to attain the specified objective], and to warrant in general that the Supplies will be fit for their intended use and will satisfy standards and regulations in force.
- 3.2.2 The Contracting Party undertakes to determine and implement the human resources and material resources necessary for proper performance of the Order. The Contracting Party undertakes to provide a competent and suitable team, in order to comply with the quality targets and deadlines of the Parties.
- 3.2.3 The Contracting Party undertakes to communicate to IFP Energies nouvelles all information concerning its personnel, material and equipment used to perform the Supplies. In accordance with Law No. 91,1383 of 31 December 1991, and Articles L.8222-1 et seq. of the Employment Code, the Contracting Party shall provide IFP Energies nouvelles with a certified true copy of its certificate dating from less than one year previously, proving the filing of its social declarations, and a sworn certificate on its headed notepaper signed by a duly authorised representative of the Contracting Party certifying that the Supplies will be provided only by employees who are properly employed with respect to Articles L.8231-1, L.8241-1, L.8241-2, L.8221-1, L.8221-2, L.8221-3, L.8221-5, L.5221-11, L.5221-8, L.8251-1 of the Employment Code. The payment of any sums due for the Supplies shall be subject to and conditional upon said documents being provided to IFP Energies nouvelles.
- 3.2.4 The Contracting Party's personnel shall remain under all circumstances subject to its hierarchical and disciplinary authority. The Contracting Party shall therefore, in its capacity as employer, ensure the administrative, accounting, and social law management of its employees involved in the performance of the Supplies. The Contracting Party shall be liable for its personnel in all circumstances and for any cause whatsoever. The Contracting Party shall in particular assume responsibility for any industrial accident suffered by its employees or any accident in travel to and from work as may be caused by or at the time of performance of the Supplies, and shall ensure that compulsory medical checkups are undertaken. The Contracting Party shall be liable for any accidents caused by its personnel, and for any damage caused in the performance of Supplies.
- 3.2.5 In the event of absence for any reason whatsoever (holidays, training, illness, etc) of one or more persons assigned to performance of the Supplies, the Contracting Party shall immediately take all steps necessary to ensure the continuity of the Supplies under those conditions laid down in the Order. It shall be for the Contracting Party, in its capacity as professional in the trade, to verify the coherency of IFP Energies nouvelles's requests and to advise it as to the suitability of the Supplies to the objectives pursued by IFP Energies nouvelles. Moreover, the Contracting Party shall be obliged to request any and all further details and/or clarifications from IFP Energies nouvelles in the event that the Information is ambiguous, in order to ensure that it contains no error or omission which may give rise to an incorrect or incomplete performance of the Supplies and in particular, to make any and all observations which appear to it to be opportune concerning the duties and development notes communicated by IFP Energies nouvelles. That failing, no claim, reservation or exception may later be relied upon by the Contracting Party.
- 3.2.6 The Contracting Party undertakes to request and verify all documents or technical information necessary for the performance of its duties.

- 3.2.8 The Contracting Party shall take personal responsibility for obtaining all authorisations from third parties, including in particular from the holders of intellectual property rights which need to be used or applied in the performance of the Supplies. The Contracting Party shall indemnify IFP Energies nouvelles and hold it harmless against any and all claims, disputes and claims of ownership by third parties in this respect as may arise during or after performance of the Order. It shall indemnify IFP Energies nouvelles for all consequences suffered by it due to a failure to obtain such authorisations caused by the Contracting Party.
- 3.2.9 The Contracting Party hereby warrants the results of the Supplies in technical terms and shall proceed with any work to have the Supplies meet the specifications in accordance with the conditions set forth in article 7.2. or 10 depending of the case.
- 3.2.10 The Contracting Party shall appoint a representative authorised to take all measures concerning the progress of Supplies at coordination meetings.
- 3.2.11 The Contracting Party undertakes to take all steps and precautions in order to proceed with those verifications which are necessary for the proper performance of the Supplies.
- 3.2.12 The Contracting Party shall indemnify IFP Energies nouvelles and hold it harmless against all court claims, including in particular concerning any claim for intellectual property infringement brought by any third party due to use of the Supplies or their results.
- 3.2.13 Shipping and transport conditions shall the subject of special provisions in the Order. That failing, the Contracting Party shall itself take personal responsibility for shipping, packaging and insurance of goods shipped to the place specified by IFP Energies nouvelles.
- 3.2.14 Any reference to IFP Energies nouvelles in the Contracting Party's advertising shall be subject to IFP Energies nouvelles's prior written approval.
- 3.2.15 The Contracting Party commits to comply with environmental regulation, and with internal regulation applicable on IFP Energies nouvelles premises. Except as otherwise provided, The Contracting Party has to evacuate its industrial waste at its own cost.

### ARTICLE 4 - FINANCIAL PROVISIONS

- 4.1 Unless provided otherwise in the Order's special conditions, the prices mentioned therein are in Euros. The prices stated in the Order are prices excluding VAT, and are firm, all-inclusive and not revisable, unless it is expressly provided in the special conditions that remuneration is made "à l'attachement" (for time spent). Other than in particular cases, VAT shall be added to the price in accordance with regulations in force.
- 4.2 The prices stated cover perfect performance of the Supplies, compliance with contractual provisions, and include all travelling expenses, accommodation costs and meal costs, all taxes other than VAT, any customs duties and any technical and banking guarantee costs. The special conditions may provide for price revision (escalator clause) according to one or more revision formulae based on the variation of a specified index chosen among those which are regularly published. IFP Energies nouvelles reserves the right to demand that the Contracting Party provide collateral (personal guarantee, first demand guarantee) or withhold part payment to guarantee performance of the Supplies.
- 4.3 The Contracting Party shall be deemed to have foreseen, in determining the price, those risks particular to its profession, and to the nature of the Supplies. No addition to the price may be invoiced without IFP Energies nouvelles's prior written agreement.
- 4.4 Orders may not, as a general rule, give rise to any payment of an advance (nor down-payments, nor deposits).
- 4.5 If the special conditions so provide, advances may be paid on the date of signature. In the event of failure by the Contracting Party to perform its duties, as provided for in the Order, in particular in the event of failure to meet the delivery date appearing in the Order, IFP Energies nouvelles may request the cancellation of the Order in accordance with article 18.1 and the amount of any advance payment shall be immediately and fully reimbursed plus interest at 3 times the official interest rate.
- 4.6 Where payment is tied to a stage in the Supplies, the corresponding invoicing shall be subordinated to effective and complete performance of that stage, in accordance with the conditions laid down for said stage. Title to deliverable goods

shall pass to IFP Energies nouvelles as of the payment of such instalment.

4.7 Invoices shall be issued in triplicate by the Contracting Party according to the frequency and periods laid down in the Order or, in the absence of such provisions, after complete performance of the Supplies.

Invoices shall imperatively state the number of the Order and shall be sent to the billing address stated in the Order.

4.8 Invoices shall be paid at due date subject to (i) dispute as to the progress of the Supplies undertaken in conformity with the performance schedule, (ii) acceptance of the Supplies according to those terms laid down in the Order. IFP Energies nouvelles may retain payment until the complete discharge of reservations. In this event, IFP Energies nouvelles shall inform the Contracting Party in writing on receipt of the Supplies.

4.9 Invoices shall be paid by wire transfer at thirty (30) days from the end of the month of invoicing on the fifteenth (15th) of the following month, unless provided otherwise in special provisions, as from invoicing date, subject to presentation of the corresponding invoices which must imperatively contain the Order No., and shall where necessary include all substantiation.

4.10 In case of late payment, and in the absence of dispute or opposition on the part of IFP Energies nouvelles against the invoice concerned, the Contracting Party may invoice late payment interest at 3 times the official interest rate. The starting date for the calculation of said interest shall be the day following the due date of the invoice concerned.

4.11 No payment shall be made until the Contracting Party has provided IFP Energies nouvelles with those documents referred to in the Order and in Article 3.2.3.

4.12 Contracting Party located in another State of the European Union (EU) or in a State outside the EU: subject to any Treaty between France and said other State providing for reduction or exoneration, then remuneration of any nature paid by IFP Energies nouvelles for the use or licensing of authors' rights/copyright, patents or software will be subject to a withholding tax pursuant to French legislation in force.

Where the Contracting Party does not append to its invoice those documents prescribed by Treaty in order to attest to its State of actual residence, the Contracting Party will not be able to rely on the favourable provisions of said Treaty.

4.13 Contracting Party a natural person located in France, doing business as a sole trader / independent professional: in accordance with legislation in force, the Contracting Party shall provide IFP Energies nouvelles with substantiation of his/her affiliation to the social security bodies pertaining to his/her sector of activity, and the corresponding registration number shall imperatively be stated on his/her invoice.

In the event that the Contracting Party benefits from special rules exonerating him/her from applying VAT to invoices for his/her services, the provision of the General Tax Code authorising such exoneration must be expressly stated on the invoice.

#### **ARTICLE 5 - DEADLINES - PERFORMANCE SCHEDULE - LATE PERFORMANCE PENALTIES**

5.1 The Contracting Party is obliged to provide to IFP Energies nouvelles, within the deadline(s) fixed in the Order, the Supplies, batch(es) or sub-batch(es) of the Supplies, in accordance with the specifications of the Order in terms of quantity, quality and performances taken to be strict duties. These deadlines are imperative.

5.2 Except in the event of Force Majeure, IFP Energies nouvelles may apply late performance penalties in the event of failure to comply with the contractual deadlines, without this limiting its right to terminate and obtain performance of the Supplies by a third party with all additional costs being borne by the Contracting Party.

5.3 The amount of such penalties shall be defined in the special conditions. In their absence, the Contracting Party shall incur penalties equal to 1 % per day late compared to the contractual schedule, calculated on the basis of the total amount of the Order including VAT, with a capped limit of fifteen percent (15%) of the amount of the Order including VAT. Penalties shall apply fifteen (15) business days following receipt by the Contracting Party of notice of breach which has remained without effect, and no other judicial formality shall be necessary.

5.4 Penalties shall be due on presentation of an invoice. Payment may be made, at IFP Energies nouvelles's discretion, by set-off against the sums due to the Contracting Party.

5.5 Penalties associated to imperative dates shall be "for delay on performance of the principal duty" (*moratoire*) within the meaning of Article 1229-para. 2 of the Civil Code. In the event of failure to comply with an imperative date, the Contracting Party shall therefore remain fully liable for the Supplies associated with the agreed date and shall not be deemed to be discharged of its duty by paying said penalty.

5.6 Notwithstanding penalties, the Contracting Party shall remain fully liable to IFP Energies nouvelles for the consequences of late performance attributable to it. The application of this Article shall not limit IFP Energies nouvelles's right to claim damages.

5.7 Unless provided otherwise in special provisions, any delay exceeding three (3) months may give rise to termination of the Order by IFP Energies nouvelles, fully and automatically.

#### **ARTICLE 6 - VARIATIONS - PARTIAL CANCELLATION - SUPPLEMENTARY SUPPLIES**

6.1 IFP Energies nouvelles reserves the right, during performance of the Supplies, to make any extensions which it may consider useful or necessary in the circumstances. The Contracting Party undertakes to perform all supplementary Supplies ordered as a consequence and which will be valued on the basis of the price elements specified in the Order.

6.2 In a general manner, the Contracting Party must notify IFP Energies nouvelles of any event which it becomes aware of which might materially perturb the performance schedule for the Supplies as caused by IFP Energies nouvelles, by any third party, by the Contracting Party or as a result of force majeure.

#### **ARTICLE 7 - ACCEPTANCE**

7.1 The Contracting Party shall put into place such tools and means as necessary to verify conformity of Supplies with the Order. The verification of conformity which may be made by IFP Energies nouvelles shall not release the Contracting Party from its liability, in particular as to the quality, quantity and performances of the Supplies.

7.2 In the event of Supplies which do not conform to the Order's specifications, IFP Energies nouvelles may refuse acceptance in the event of partial failure to perform, a supply which does not conform to drawings, plans, standards, specifications, contractual document or best trade practice, or where the performance levels have not been attained. Acceptance with reservations may be given where IFP Energies nouvelles observes that minor parts of the Supplies have not been completed.

The Contracting Party's invoice shall only be paid up to the value of the accepted supplies.

The Contracting Party must fully remedy, at its own expense, any defect in the goods and proceed with works necessary for the discharge of reservations concerning the Supplies within those deadlines fixed by IFP Energies nouvelles.

In the event that the Contracting Party is unable to ensure the proper performance of this clause, IFP Energies nouvelles may have the Supplies performed by another at the Contracting Party's expense and without the Contracting Party being entitled to oppose the same. All corresponding costs and outlay shall be invoiced to the Contracting Party and/or deducted from sums due to it by IFP Energies nouvelles. The Contracting Party assumes liability for all damage or loss caused as a consequence of its failure to observe any of the provisions of this article.

#### **ARTICLE 8 - FORCE MAJEURE**

8.1 Neither of the parties shall be held liable for any delay, failure to perform or any other breach of its duties laid down in the Order, provided that such failure is the result of an event of force majeure. An event of force majeure shall be deemed the case where there is an event which is irresistible, unforeseeable and external to the party in question within the meaning of Article 1148 of the Civil Code. Strikes and labour disputes concerning the personnel of the Contracting Party or the personnel of its subcontractors shall not be deemed to be events of force majeure.

8.2 Where a Party seeks to rely on force majeure, it must inform the other Party immediately as soon as such an event occurs, by any available means of communication, and shall describe the consequences which are at the origin of the event of force majeure.

8.3 The Contracting Party shall in all circumstances make all efforts to reduce the interruption due to an event of force majeure. In the event of suspension of the Order due to an event of force majeure, IFP Energies nouvelles reserves the right to call on another service provider/supplier for the duration of the event of force majeure.

8.4 In case of force majeure, the duties of the Parties shall be suspended throughout the duration of the event of force majeure and shall become effective once again once force majeure ceases to apply.

8.5 In the event of interruption of the Supplies due to force majeure for a period which exceeds fifteen (15) days, IFP Energies nouvelles may give notice to the Contracting Party, by registered letter with return receipt requested, of the immediate termination of the Order, without any indemnification whatsoever being owed.

#### **ARTICLE 9 - LIABILITY**

9.1 The Contracting Party shall be liable for the performance of its contractual duties in compliance with the terms of the Order and with all applicable laws and regulations, with IFP Energies nouvelles's internal regulations and with the specific working conditions applicable at the site(s) at which work is provided.

9.2 The Contracting Party undertakes to assume all of the consequences of any loss, damage and injury of any nature caused to itself, its personnel, its subcontractor or the personnel of its contractor, including IFP Energies nouvelles and its personnel, or any third party, or to any of their property, in the performance of the Supplies or due to any omission, inadequacy or error by the Contracting Party, subcontractor or personnel of the subcontractor in the performance of the Supplies.

#### **ARTICLE 10 - TECHNICAL GUARANTEE**

The Contracting Party shall offer, without additional charge, a technical guarantee for a period of twelve (12) months following the date of acceptance without reservation of the Supplies by IFP Energies nouvelles. During this period, the Contracting Party undertakes to remedy in their entirety all anomalies leading to failure to comply with the technical specifications of the Order, as well as any error, bad workmanship, apparent or hidden defect, or defective operation appearing during this period. The Contracting Party must at its own expense rework the parts of the Supplies necessary to eliminate the aforementioned incidents and to bring the Supplies up to standard, and to provide all of the corresponding documentation.

#### **ARTICLE 11 - INSURANCE**

11.1 The Contracting Party must obtain the necessary insurance and ensure that it remains valid, throughout the duration of performance of the Supplies and at its own expense, covering the risks and liabilities incurred as a consequence of the Order and considering its environment. In the event of failure to accomplish this formality, the Contracting Party shall bear all financial consequences of this failure.

11.2 On IFP Energies nouvelles's simple request, the Contracting Party shall send IFP Energies nouvelles the insurance certificates for general civil and professional liability insurance, from an insurance company which is generally reputed to be solvent, dated less than six (6) months previously, containing a statement as to the types of cover provided, their amounts and their deductibles. The Contracting Party shall take all necessary steps to insure itself against all risks.

11.3 In the event of insufficient insurance cover, before any commencement of performance of the Supplies, IFP Energies nouvelles may demand that the Contracting Party increase its insurance to a higher amount without charge.

#### **ARTICLE 12 - LABOUR PROTECTION - SAFETY**

12.1 The health and safety of personnel form an integral part of proper performance of the Supplies. The Contracting Party must have all technical authorisations, standards certification and administrative authorisation necessary for both itself and its personnel for complete performance of the Supplies and must substantiate the same to IFP Energies nouvelles on IFP Energies nouvelles's first demand. The Contracting Party shall be responsible, throughout the duration of the Supplies and in the framework of laws and regulations concerning the protection of labour, and IFP Energies nouvelles's particular instructions, for taking all particular safety measures necessary considering the nature of the Supplies, and to proceed with those medical inspections and check-ups as are compulsory for certain activities.

12.2 Where the Contracting Party's personnel is present in IFP Energies nouvelles's premises, the Supplies shall be subject to the Decree of 20 February 1992 concerning particular health and safety requirements applicable to works undertaken in an establishment by an external contractor. The Contracting Party's personnel must comply with health and safety rules and with IFP Energies nouvelles's internal regulations.

12.3 No intervention may begin without an accident prevention plan as provided for in Article R4512-7 of the Employment Code, or a work authorisation taking the place of the same.

#### **ARTICLE 13 - EQUIPMENT AND MATERIAL MADE AVAILABLE TO THE CONTRACTING PARTY**

13.1 Only such equipment as belong to the Contracting Party shall be used by it in the performance of the Supplies. Where provided otherwise in the Order, the Contracting Party shall be responsible for the conservation, maintenance and use of such equipment, whatever they may be, as made available by IFP Energies nouvelles. The Contracting Party shall provide IFP Energies nouvelles with compliance certificates, in particular for craning equipment or for work at height.

13.2 The equipment made available by IFP Energies nouvelles shall remain IFP Energies nouvelles's property notwithstanding the transfer of risks to the Contracting Party which shall bear all costs of repair or replacement in the event of damage and deterioration which does not arise from the nature of such equipment. This equipment shall be deemed to be in perfect condition unless determined otherwise by joint observation by and between the parties.

13.3 Except for damage and deterioration arising from the very nature of said equipment, the Contracting Party shall return the equipment in original condition at IFP Energies nouvelles's first demand, or on completion of the Supplies.

#### **ARTICLE 14 - DOCUMENTATION**

14.1 The Contracting Party is deemed to have examined all documents making up the Order, including these General Terms and Conditions of Purchasing, and to have assessed subject to its sole responsibility all risks and difficulties in performance.

14.2 The documentation provided by IFP Energies nouvelles to the Contracting Party shall remain IFP Energies nouvelles's exclusive property and must be returned on IFP Energies nouvelles's first demand, or on completion of the Supplies.

#### **ARTICLE 15 - ASSIGNMENT - SUBCONTRACTING**

15.1 The Contracting Party may not assign all or part of the duties falling to it without the prior written agreement of IFP Energies nouvelles. Any change in direct or indirect control over the share capital of the Contracting Party shall be deemed equivalent to an assignment of the Order.

15.2 Where a capital transfer, contribution or assignment is concluded without authorisation, the Contracting Party shall remain personally liable both towards IFP Energies nouvelles and towards third parties. Moreover, IFP Energies nouvelles reserves the right to apply the provisions of Article 18.1.

15.3 In accordance with Article 3 of Law No. 75-1334 of 31 December 1975, where the Contracting Party seeks to perform the Supplies by having recourse to one or more subcontractors, it must at the time of the offer and throughout the duration of the Supplies, have each subcontractor approved by IFP Energies nouvelles and obtain IFP Energies nouvelles's approval of the payment terms for each subcontractor.

15.4 Where the Contracting Party subcontracts out part of its duties, it shall remain fully liable even for that part which is subject to the subcontract in accordance with Articles 9 and 11.

15.5 The Contracting Party must ensure that its subcontractors comply with the rules and instructions applicable to IFP Energies nouvelles's personnel concerning discipline and safety. Subcontractors must also sign the accident prevention plan when appropriate, and work authorisations must be given to each subcontractor. The Contracting Party hereby guarantees and warrants, to IFP Energies nouvelles, compliance with these rules by its subcontractors.

#### **ARTICLE 16 - INTELLECTUAL PROPERTY**

16.1 The results of the Supplies, whether patentable or not, such as, for example, any invention, perfecting, software, developments, modifications, reports and other specific documents drawn up or finalised by the Contracting Party in the performance of the Supplies, in any form whatsoever, shall become the property of IFP Energies nouvelles as of their creation. IFP Energies nouvelles may freely dispose of the same for any use whatsoever without consulting the Contracting Party and without the Contracting Party being entitled to oppose the same.

16.2 The Contracting Party undertakes to obtain any and all assignments of the rights of any third parties (including in particular from subcontractors) who contribute to performance of the Supplies, and undertakes to provide IFP Energies nouvelles,

at its first demand, a copy of all of the agreements obtained for the above purpose.

16.3 As a consequence of such assignment, all intellectual property rights pertaining to the results of the Supplies shall belong to IFP Energies nouvelles. IFP Energies nouvelles may proceed in its own name with any and all formalities with a view to preserving its rights.

16.4 In the event of use of pre-existing information belonging to the Contracting Party for the performance of the Supplies forming the subject-matter of the Order, the Contracting Party hereby grants IFP Energies nouvelles, without any other consideration, an irrevocable licence for any patent and/or authors' rights and/or any other intellectual property rights such as to allow IFP Energies nouvelles to make all use, implement, reproduce by any means, display, perform, translate, adapt and distribute all or part of the pre-existing information as integrated into the results of the Supplies forming the subject-matter of the Order.

16.5 IFP Energies nouvelles shall not owe any payment towards the Contracting Party's personnel who contribute to creating the results, including their inventions. The Contracting Party undertakes to take all necessary measures with respect to its personnel.

16.6 The Contracting Party undertakes not to reproduce, publish, distribute, translate, adapt or use, in any manner whatsoever, the results of the Supplies forming the subject-matter of the Order.

#### **ARTICLE 17 - CONFIDENTIALITY**

17.1 The Contracting Party undertakes to apply, and to have its personnel and any subcontractors apply, the most absolute professional secrecy concerning any information communicated to it for the purposes of the Supplies or which it may become aware of in the performance of the Supplies, as well as the results of the Supplies, whatever the nature of the information concerned (economic, scientific, legal, technical, etc.) and whatever its form.

17.2 These provisions shall not apply to information which:  
- at the time of disclosure was already in the Contracting Party's possession provided that it can produce proof of such prior personal possession,  
- at the time of disclosure, is public knowledge or becomes so at a later date without fault on the part of the Contracting Party,  
- has been disclosed by a third party who may lawfully proceed with such disclosure.

17.3 Consequently, the Contracting Party shall not reproduce, communicate or use the corresponding information for itself or on behalf of any third party, in any form whatsoever, other than for the purposes of the Order and with all necessary precautions. It undertakes to return all documents or other physical media containing IFP Energies nouvelles's information to IFP Energies nouvelles at the end of the Supplies, or on IFP Energies nouvelles's simple written request.

17.4 This duty shall remain in force for a period of ten (10) years following the termination or expiry of the Order, whatever the cause therefor.

#### **ARTICLE 18 - RESCISSION - SUSPENSION - TERMINATION**

##### **18.1 Due to breach by the Contracting Party**

In the event that the Contracting Party does not comply with its contractual duties, including in particular failure to comply with an imperative date, IFP Energies nouvelles shall send it formal notice of breach, by registered letter with return receipt requested, summoning compliance within the period specified in the special conditions, or absent such specification within thirty (30) business days following the date of sending.

Once this period has ended, if the Contracting Party has not met with the conditions of the notice of breach IFP Energies nouvelles shall have the choice between rescinding or terminating the Order, fully and automatically, or suspending it with continuation of the Supplies by a third party at the Contracting Party's expense.

If the Contracting Party is in serious breach of its duties under the Order, IFP Energies nouvelles may terminate or rescind the Order, fully and automatically, in whole or in part. Serious breach shall be understood to mean:

- failure to comply with safety rules,
- subcontracting or assignment of all or part of the Supplies without prior authorisation and approval from IFP Energies nouvelles,
- failure to comply with the duty of confidentiality,
- lack of insurance cover.

#### **18.2 Consequences of termination**

Whatever the circumstances of termination of the Order, those provisions which due to their nature will survive termination of the Supplies shall remain in force, including in particular those duties laid down in Articles 10 and 17 of these general terms and conditions.

Within a period of two (2) working days following the effective date of the termination, the Contracting Party must return all of the equipment and/or documentation made available to it by IFP Energies nouvelles.

Where the Supplies are remunerated "à l'attachement" (for time spent), no indemnification shall be owed to the Contracting Party as a consequence of suspension, rescission or early termination. IFP Energies nouvelles shall pay for those parts of the Supplies which have been effectively completed on the basis of the contractual rate and of the activity report duly signed by IFP Energies nouvelles.

Where Supplies are remunerated by an all-inclusive price or lump sum, IFP Energies nouvelles shall pay the Contracting Party the amount corresponding to the parts of the Supplies which have effectively been completed at the effective date of termination, or on a pro rata temporis basis.

18.3 In the event of breach by the Contracting Party, any costs, including costs to continue the Supplies by a third party, supplementary costs and penalties borne by IFP Energies nouvelles as a consequence of such breach, shall be deducted from and/or invoiced to the Contracting Party.

The Contracting Party undertakes, without charge, to communicate to IFP Energies nouvelles or the third party appointed by it, and inform them of, any and all files, information, and know-how necessary for the continuation of the Supplies by IFP Energies nouvelles or by a third party appointed by it under the best conditions.

18.4 The implementation of this Article shall not limit IFP Energies nouvelles's right to claim damages.

#### **ARTICLE 19 - MISCELLANEOUS**

19.1 Should either Party fail to rely on any clause of the Order, this shall not be deemed a waiver by it of the benefit of said clause.

19.2 Where one or more provisions of these general terms and conditions should be deemed invalid or void with respect to any applicable Law of Decree or any final judgement of the Courts, said clause(s) shall be deemed unwritten. Nevertheless, all other provisions shall remain in full force and shall continue to produce all of their effects.

19.3 Notification by registered letter with return receipt requested shall be deemed to have been sent on the date appearing on the post office stamp.

#### **ARTICLE 20 - GOVERNING LAW - DISPUTES**

Any dispute arising with respect to the Order shall be settled in accordance with French law and shall be brought before the Nanterre *Tribunal de Commerce* [Commercial Court], including in the event of multiple defendants.

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