

GENERAL TERMS AND CONDITIONS OF PURCHASE

RECITALS

IFP Energies nouvelles is a French *Etablissement Public à caractère industriel et commercial* [State-owned Industrial and Commercial Establishment] (EPIC). In such regard, when entering into contracts, it is subject to the provisions of the Public Procurement Code.

All of its purchasing contracts are classified as administrative agreements.

ARTICLE 1. PURPOSE AND SCOPE OF APPLICATION

1.1 The purpose of IFP Energies nouvelles' (hereinafter "IFPEN") General Terms and Conditions of Purchase (hereinafter the "GTCP") is to define the contractual relationship between IFPEN and its co-contractor (hereinafter the "Contractor") for any procurement contract for work, supplies and/or services (hereinafter referred to as the "Contract") that makes reference hereto. A Contract may result either from the signature of a formal contract or of a specific commitment document) by both the Contractor and IFPEN, or from IFPEN's issuance of a simple order form.

When a form with the title "Order Form" is issued by IFPEN in performance of a contract or a specific obligating instrument and includes a reference thereto, such form shall be deemed a simple "service order".

When a form with the title "Order Form" is issued by IFPEN without any underlying contract or specific commitment document such form shall constitute the Contract and shall be deemed to be an agreement.

1.2 These GTCP may be amended by specific terms and conditions provided that they are either:

- cumulatively: (i) in writing in the form of a specific contract (which may be entitled "specific conditions"), (ii) have been duly signed by the authorised representatives of the parties, and (iii) formally state that they are intended to derogate from these GTCP; or

- cumulatively: (i) in writing and clearly included in the "Order Form", in the absence of a contract or a specific commitment document, (ii) have been expressly accepted by the Contractor through the return of a signed copy of the "Order Form" or by the Contractor commencing performance of the Contract, and (iii) formally state that they are intended to derogate from these GTCP.

1.3 A Contract shall be constituted of all of the documents that are referenced in the contract or in the specific commitment document as being included in such contract, or failing this in IFPEN's "Order Form", in the order of priority of the documents indicated in the specific commitment document, or, failing this, in the specific conditions, or, failing this, in the following order:

- the specific commitment document,
- the specific conditions,
- IFPEN's Technical Note, or Statement of work or schedule of specifications,
- these GTCP,
- any other documents expressly referenced in the specific conditions in the order that they are listed,
- IFPEN's rules applicable to the Contractor when the Contractor is working at an IFPEN site including as to health and safety,
- IFPEN's purchasing code
- the anti-bribery code of conduct the specific requirements agreed between the parties (quality controls, safety, security, etc.),
- the Contractor's commercial and/or technical offer.

1.4 When the Contract is entered into through the simple issuance of an "Order Form", the Contract shall be deemed to have been accepted by the Contractor as of the date of the acknowledgement of receipt for the "Order Form".

When the Contract is entered into pursuant to a formal agreement or a specific commitment document the Contract shall be deemed to have been accepted by the Contractor as of the date of the Contractor's signature of such agreement or obligating instrument.

Notwithstanding the preceding, any commencement of performance of the Contract by the Contractor shall be deemed an acceptance by the Contractor, without reserve, of the Contract and these GTCP.

1.5 Acceptance of the Contract by the Contractor pursuant to the terms described in Article 1.4 hereinabove shall constitute a firm and definitive undertaking on its part and shall be deemed to imply:

- that the Contractor has represented that it has been notified of these GTCP, is aware of their content and has accepted them, as applicable, either in their entirety or as specified in any specific conditions,
- the exclusion of the Contractor's own general terms of sale.

IFPEN's GTCP shall prevail over the Contractor's own general terms of sale. Any clause or provision, whether general or specific, derogating from these GTCP included in the documents issued by the Contractor, such as its commercial and/or technical offer, shall be deemed null and void.

1.6 The Contractor represents that during the tendering process and more generally during the pre-contractual phases, it received

all necessary and required information to permit it to agree to be bound in full knowledge of the facts and that it had an opportunity to submit to IFPEN, during the tendering process, any requests for additional information or documents necessary for it to submit its bid.

1.7 Any change in the scope of the Contract during the course of performance (whether such change has been formally requested by IFPEN, or whether the Contractor deems a request from IFPEN to constitute such a change), in order for it to be formalised between the Parties and be binding upon them, shall either be the subject of the sending of a modified or supplemental "Order Form" by IFPEN to the Contractor that the latter shall be required to accept and which shall then be treated as an amendment to the Contract; or of a written amendment signed by both parties that clearly states that it is to act as an amendment to the Contract.

No modification to the Contract made unilaterally by either of the Parties shall be binding upon the other Party without the prior written consent of the latter.

Furthermore, unless formally agreed otherwise in conformity with the provisions set forth hereinabove, these GTCP shall continue to apply to any amendment to the Contract.

ARTICLE 2. CAPACITY OF THE CONTRACTOR

2.1 The Contractor represents that it possesses:

- the technical capacity and sufficient resources, including in terms of personnel, to ensure proper performance of the Contract was entrusted with, in accordance with the terms of the Contract and industry practices,
- the economic and financial capacity to permit it to ensure performance of the Contract without any risk of interruption,
- the professional capacity, including any applicable licenses, rights and approvals necessary for the performance of the Contract.

2.2 The Contractor represents that it:

- has not been prohibited from participating in a public procurement pursuant to any of the prohibitions listed in Articles L2141-1 and following of the Public Procurement Code cited in the Recitals; and, in particular, it is in full compliance with the social security and tax legislation and that it has paid the corresponding sums (taxes, fees, contributions, etc.);
- agrees to act as guarantor as to the behaviour of its personnel and any applicable subcontractor(s), including such personnel's compliance with all rules enforced as a matter of public policy and/or morality, all laws and regulations of any type applicable hereto, as well as the rules at IFPEN's site(s) with respect to health and safety.

The Contractor shall notify IFPEN in writing, without delay, of any change that occurs during the course of performance of the Contract that affects it as a legal entity and that could have an impact upon the Contract or upon the Contractor's capacity to perform the Contract.

2.3 If the Contract has been concluded with a consortium of economic operator:

- when each economic operator members of the consortium has separately agreed to perform its part of the Contract : this consortium is a joint-liability-only consortium.
- when each economic operator group members is financially committed to the performance of the entire Contract: this consortium is a joint-and-several liability consortium.

A change from a joint consortium to a joint and several consortium shall be required, in accordance with the terms and conditions specified in the tender documents, in the event that this is necessary for the proper performance of the Contract.

One of the economic operator that is a member of the consortium, designated in the Contract as the "leader", shall represent all of the members of the consortium with respect to IFPEN, and shall be responsible for coordinating the services provided by the members of the consortium.

ARTICLE 3. GENERAL PROVISIONS WITH RESPECT TO THE PERFORMANCE OF THE CONTRACT

3.1 IFPEN's obligations

IFPEN shall:

- (a) respond to all reasonable requests submitted in writing by the Contractor seeking information as to the conditions for performance of the Contract and collaborate in good faith with the Contractor,
- (b) pay the Contractor the price agreed in accordance with the terms and conditions specified in the Contract,
- (c) pursuant to the terms and conditions specified in the Contract, permit the Contractor, or any third party it has designated who has been approved by IFPEN, to have access to the facilities, premises and/or any other specific location for the purposes of the completion of the Contract, provided that this has been previously approved in writing by an officer in the Health Safety and Environment department.

(d) provide the personnel acting for the account of the Contractor with the health and safety rules and obligations referenced in its internal rules applicable within its premises or its facilities, when they are accessible to such personnel.

3.2 The Contractor's Obligations

3.2.1 The Contractor agrees to:

- properly complete the Contract, in conformity with the provisions of the Contract, in terms of quantity, quality, performance and deadlines, the Contractor being bound by an "obligation of résultat" (this means that he has a strict obligation to achieve the specified requirements); and
- more generally, warrant that the services, equipment and items covered by the Contract will (i) be fit for the purpose that they are intended as described in the Contract documents (including Technical Note or any other the schedule of specifications) and (ii) meet the applicable standards and regulations in force.

3.2.2 The Contractor agrees to assess and implement the personnel and physical resources necessary for the proper performance of the Contract. The Contractor agrees to make available a competent and suitable team and to ensure compliance with the quality objectives and deadlines agreed by the parties.

3.2.3 The fact that the Contractor's personnel have been duly employed in compliance with the law constitutes, for IFPEN, an essential condition for the performance of the Contract.

The Contractor represents and warrants that it is in compliance with labour laws with respect to the hiring of its personnel. In such regard, at the time of the conclusion of any Contract in an amount at least equal to five thousand euros excluding VAT (€5,000 ex VAT), the Contractor agrees to deliver to IFPEN, prior to the commencement of performance of the Contract and every six (6) months thereafter until performance is completed, the documents specified in Article D8222-5 of the French Labour Code, if the Contractor is established or domiciled in France, and Article D8222-7 of the Labour Code, if the Contractor is established or domiciled abroad.

The Contractor agrees to deliver to IFPEN at the time of the conclusion of the Contract, the lists of names referenced in Articles D8254-2 and D8254-3 of the French Labour Code in the event foreign workers are employed by the Contractor or if the Contractor is established abroad and is seconding employees to French territory.

The Contractor agrees to ensure that temporary employment undertakings and/or suppliers and/or subcontractors, to whom it has entrusted the performance of any operation covered by the Contract, will comply with the laws and regulations referenced in this Article and further agrees to obtain from them the documents and certificates required by the laws in force as noted hereinabove. If IFPEN becomes aware of any breach of the above referenced regulations it may, in its sole discretion, terminate the Contract without compensation pursuant to the terms and conditions specified in Article 18.1.2 hereinafter.

3.2.4 It is expressly agreed that the Contractor's personnel shall remain in all respects the employees of the latter (labour law, social security, paid vacation, travel, etc). Within the framework of the Contract, no relationship of subordination can exist between the personnel the Contractor has allocated and IFPEN. The Contractor shall be required to hire, compensate and employ the necessary personnel and shall be solely liability for the social security contributions and taxes.

The Contractor shall be liable for its personnel in all circumstances, no matter what the reason.

3.2.5 In the event of an absence for any reason whatsoever (vacation, training, sick leave, etc.) of one or more persons assigned to the performance of the Contract, the Contractor shall immediately take all necessary measures to ensure the continuity of the performance of the Contract in accordance with the terms and conditions of the Contract.

3.2.6 It shall be incumbent upon Contractor, as a professional in its trade, to verify the accuracy of IFPEN's requests and to advise it during the performance of the Contract in order to achieve the objectives sought by IFPEN as described in the Contract. Furthermore, in the event that any of the information or requests from IFPEN are ambiguous, the Contractor shall be obligated to request such further precisions and/or clarifications from IFPEN as to ensure that no error or omission occurs that could result in incorrect or incomplete performance of the Contract. The Contractor shall also be obligated to issue any comments it deems to be appropriate as to any studies that may be transmitted to it by IFPEN with respect to the performance of the Contract. Failing which, no claim, reservation or exception may be subsequently raised by the Contractor.

3.2.7 The Contractor agrees to request and check all technical documents and information necessary for the performance of its obligations.

3.2.8 The Contractor shall appoint a representative, authorised to take any decisions or measures with respect to the performance of the Contract, who shall participate in any applicable coordination or steering meetings associated with the Contract; such person shall act as the key contact at the Contractor for IFPEN.

3.2.9 The Contractor agrees to comply with the environmental

and the preservation laws and regulations applicable within the context of the Contract. Unless specifically agreed otherwise, the Contractor shall be responsible for the removal of its waste, without any additional charges for IFPEN, the costs thereof having been deemed to be included in the Contract price.

3.2.10 The Contractor agrees to inform IFPEN of any items used within the framework of the performance of the Contract that may be subject to export control regulations.

ARTICLE 4. FINANCIAL PROVISIONS

4.1 Unless specifically agreed otherwise in the Contract, the prices included therein are in Euros. The prices specified in the Contract shall include all applicable taxes apart from VAT and shall be deemed to be firm, all-inclusive and not subject to change, unless it is expressly stated in the specific conditions that the compensation is stated on an "à l'attachement" (time spent) basis. Except in specific cases, VAT shall be added to the prices in accordance with the regulations in force.

4.2 The prices include oversight, performance in full of the Contract, compliance with the contractual provisions and any travel, expenses, accommodation costs, and/or meals, all taxes other than VAT, any applicable customs duties and the costs of any technical and bank guarantees. More generally, unless agreed otherwise in the specific conditions of the Contract, the prices shall include the costs of the delivery of the services and/or equipment covered by the Contract to the delivery address indicated in the Contract documents, or failing this in the IFPEN "Order Form", in accordance with the Incoterm DDP - Delivered Duty Paid (Incoterms® 2010). The specific conditions may provide for the prices to be revised pursuant to one or more formulas based upon variation of a specific index selected from among those indexes that are published on a regular basis.

IFPEN, within the framework of the tendering process, reserves the right to demand that the Contractor provides surety (surety bond, first demand guarantee) or to require a holdback on the payments, as security for performance of the Contract.

4.3 The Contractor, in establishing the prices, shall be deemed to have taken into account the uncertainties that are specific to its trade and the nature of the Contract. No additional price may be invoiced without the prior written consent of IFPEN granted in accordance with the provisions of Article 1.7 hereinabove.

4.4 In principle, the Contract may not give rise to the payment of any advances, payments on account or deposits. If the specific conditions so provide, an advance may be paid on the date of signature subject to the issuance of the corresponding invoice in conformity with the provisions of this Article 4. When a payment is tied to the completion of a step in the Contract (a milestone), the payment of the corresponding invoice shall be conditioned upon full and actual completion of such milestone, in conformity with the terms specified with respect thereto in the specific conditions.

4.5 Invoices must mandatorily include the IFPEN order number listed on the "Order Form" and, if applicable, the IFPEN reference for the contract or the specific commitment document. If applicable, invoices must also be accompanied by the evidentiary items specified in the Contract documents, under penalty of rejection of the invoice. In application of articles L.2192-1 and followings of the Public Procurement Code, in the event the Contractor is required to submit its invoices in digital form, such invoices shall be submitted via the Chorus Pro portal <http://www.chorus-pro.gouv.fr>. Please note that the informations needed to use Chorus Pro are : IFPEN's identification number, i.e. its SIRET number 77572915500017, the service code to select "Facture_commande", the commitment number equal to the order number.

Any communications with respect to an invoice should be sent to the following e-mail address: relance-factures@ifp.fr.

For a foreign Contractor that is not subject to this obligation, invoices may be sent by the Contractor to the billing address indicated on the "Order Form".

4.6 Invoices will be paid as of their due date, provided that: (i) with respect to invoices for an interim payment, the milestone specified in the Contract that gave rise to the interim payment has been fully and actually completed in accordance with the provisions of the Contract; and/or (ii) the services and/or equipment giving rise to the invoice have been accepted in accordance with the procedures specified in the Contract. IFPEN may delay payment until the release in full of any reserves specified upon receipt of the services and/or equipment in accordance with the provisions of Article 7.

4.7 In accordance with the provisions of article R.2192-11-2° of the Public Procurement Code, invoices shall be paid by IFPEN within sixty (60) days of the date of receipt of the invoice, by direct debit, subject to the provisions of Article 4.6 hereinabove and receipt of an invoice that complies with the provisions of Article 4.5 hereinabove. In the event that invoices are sent in digital format, the date of receipt of the invoice is the date of the e-mail notice to IFPEN informing it of the availability of the invoice. Where the Contract consists of a service, the payment period runs from the date of performance of the service in the event that the date of receipt of the invoice is uncertain or earlier than the date of performance of the said service.

4.8 In the event of a late payment, where IFPEN has not objected to or challenged the invoice in question, the Contractor shall be entitled to:

- late payment interest at the rate of interest applied by the European Central Bank to its most recent refinancing operation, as of the first day of the half of the calendar year during which such late payment interest commenced running, plus eight (8) percentage points; late payment interest shall run from the day after the expiration of the due date of the invoice in question until the date of payment of the principal amount included; late payment interest shall be calculated on the amount Inc. VAT; and
- a compensation for recovery charges fixed at forty (40) euros.

The late payment interest and the fixed compensation for recovery charges referenced in the paragraph above shall be due and payable forty-five (45) days after the payment of the principal amount.

4.9 In the hypothesis that the Contractor is a self-employed individual established in France: in accordance with the regulations in force, the Contractor shall be required to provide evidence to IFPEN of the Contractor's registration with the social security bodies covering its business and the corresponding registration number must be included on the Contractor's invoice.

In the event the Contractor is entitled to the benefit of a special regime that exempts the amounts paid under the Contract from VAT, the provision of the French General Tax Code containing such exemption must be specifically included on the Contractor's invoice

ARTICLE 5. DEADLINES – TIMETABLE FOR PERFORMANCE – PENALTIES FOR DELAYS

5.1 The Contractor shall be obligated to deliver to IFPEN, by the deadline(s) specified in the Contract, the services and/or equipment covered by the Contract or the lot(s) or sub lot(s) of the Contract, in accordance with the specifications indicated in the Contract documents, in terms of quantity, quality and/or performance, the Contractor being bound by a strict obligation to achieve these specified requirement ('obligation de résultat'). Any such deadlines are mandatory.

5.2 Non-compliance with the time-limits and/or dates specified in the Contract for the delivery of the services and/or equipment covered by the Contract shall result in the application of the penalties specified in this Article, unless the Contractor can prove that the Contractor was prevented from performing its obligation, without any fault or negligence on its part, by the occurrence of an event of force majeure as defined in Article 8 hereinbelow.

The penalties are not intended to compensate for any damage arising from a failure to comply with the time-limits and/or dates for provision of the various deliverables under the Contract, but to encourage the Contractor to comply with such deadlines. The purpose of the penalties is to sanction a defect in the Contractor's service quality. In consequence, in the event of non-compliance with a mandatory time-limit or date, notwithstanding the imposition of the penalties, the Contractor shall remain (i) fully liable for all of the services and/or equipment and more generally any deliverables associated therewith, as of the agreed date and shall not be deemed to have been relieved of its obligation as a consequence of the payment of such penalty, and (ii) solely liable for any damage suffered by IFPEN due to a delay that is imputable to the Contractor.

Hence, in the event of non-compliance with a mandatory time-limit or date that results in damage to IFPEN for which the Contractor is liable on the basis of Article 9 hereinbelow, the amount of the penalties applied pursuant to this Article 5 may not be deducted from the amount of any damages that the Contractor is eventually ordered to pay as a consequence of the damage suffered by IFPEN.

Furthermore, the application of the penalties shall not impinge upon IFPEN's right to terminate the Contract in accordance with the terms of Article 18.1 hereinbelow.

5.3 The amount of the penalties shall be as stated in the specific conditions. Failing which the Contractor shall be liable for a penalty equal to 1% per day of delay in the performance of the Contract or in the date of delivery of the various deliverables under the Contract, as identified in the contractual timetable, calculated on the basis of the total amount excl. VAT of the Contract and limited at fifteen percent (15%) of the amount ex VAT for the Contract. The penalty shall start running from the day after the expiration of the contractual date or time-limit in question, or, if applicable, the date for handover of the deliverable, as specified in the Contract, without the need for any prior notice.

5.4 The penalties shall be due upon presentation of the invoice. In IFPEN's sole discretion, such penalties may be paid through the issuance of a credit note to IFPEN to be applied against future invoices issued by the Contractor.

ARTICLE 6. MODIFICATIONS TO THE CONTRACT

6.1 IFPEN reserves the right to make modifications to the Contract during the course of its performance, in particular when additional work, supplies or services have become necessary or when new circumstances renders this necessary, or when such modifications are not material pursuant to the definition contained in Articles R2194-7 and R2194-8 of the Public Procurement Code cited above. In such circumstances, the Contractor agrees to use its best efforts to provide the additional services and/or equipment

that may be demanded during the course of the Contract and agrees to charge for them on the basis of the pricing mechanism specified in the Contract.

6.2 In general, any modification to the Contract must be formalised in accordance with the provisions of Article 1.7 hereinabove.

ARTICLE 7. ACCEPTANCE

7.1 The Contractor shall ensure the availability of the necessary tools and resources to check the conformity of the services and/or equipment against the specifications contained in the Contract. Any check on conformity conducted by IFPEN shall not relieve the Contractor of any of its liabilities, including as to the quality, quantity and performance of the services and/or equipment covered by the Contract.

7.2 Acceptance procedures

7.2.1 The procedures for the acceptance of services and/or equipment, covered by the Contract, shall be as stated in the specific conditions of the Contract. In the absence of which IFPEN shall conduct, at the time of delivery, a simple quantitative and qualitative check which only requires a summary examination and a small amount of time. In the event that IFPEN deems it necessary to conduct more complex quantitative and/or quantitative checks, this will be stated in the contract documents (in particular in the schedule of specifications or in the specific conditions) and in such event IFPEN shall be required to conduct such checks within a maximum time-limit of thirty (30) days.

In the event that the services and/or equipment delivered by the Contractor are not in conformity with the specifications in the Contract (including in the event of partial non-performance, deliveries that are not in conformity with the plans, standards, specifications, contractual documents or industry standards and when the contractually agreed performance has not been achieved), IFPEN, pursuant to a decision setting forth the reasons, may:

- postpone acceptance of the services and/or equipment in question;
- accept the services and/or equipment in question with a proportionate reduction in the price reflecting the observed imperfections/defects/non-conformities;
- reject the services and/or equipment in question, in whole or in part.

7.2.2 In the event of a postponement, when IFPEN believes that the services and/or equipment in question can only be accepted after they have been modified, IFPEN shall invite the Contractor, at the latter's sole expense, to make a new delivery of the services and/or equipment as soon as possible after the modifications have been completed.

In the event the Contractor refuses to modify the services and/or equipment or fails to reply within a time-limit of ten (10) days or any other time-limit specified in the Contract documents, IFPEN may either declare that the services and/or equipment in question have been accepted in consideration of a reduction in price in conformity with the provisions of Article 7.2.3 hereinbelow, or reject them in accordance with the provisions of Article 7.2.4.

If the Contractor makes a new delivery of the modified services and/or equipment, IFPEN shall be entitled to the full agreed time-limit to proceed with the checks required for the acceptance of the services and/or equipment, from such new presentation for acceptance by the Contractor.

7.2.3 When IFPEN believes that the services and/or equipment covered by the Contract, even though they are not fully in conformity with the provisions of the Contract as specified in the contractual documents, may nevertheless be found acceptable in their current condition, it may accept them in consideration of a reduction in price that is proportionate to the materiality of the observed imperfections/defects/non-conformities. The Contractor may only be notified of such a decision after it has been given an opportunity to submit its comments.

7.2.4 In the event of a rejection, when IFPEN believes that the services and/or equipment, covered by the Contract, cannot be accepted in their current condition, IFPEN shall invite the Contractor to submit its comments. In the event of rejection, the Contractor shall be obligated, as soon as possible and at its expense, to reperform or to make a new delivery of the services and/or equipment, covered by the Contract, in conformity with the specifications in the Contract.

7.2.5 In the event of a postponement or a rejection of the services and/or equipment, covered by the Contract, the Contractor shall have ten (10) business days, from notice of IFPEN's decision, to remove the goods covered by the postponement or rejection. Upon expiration of such deadline, the goods in question may, in IFPEN's sole discretion, either be returned to the Contractor or destroyed by IFPEN, at the Contractor's expense.

Notwithstanding the preceding, goods that have been included in a postponement or rejection, as to which the continued presence within IFPEN's premises constitutes a danger or an unacceptable nuisance, may be immediately returned to the Contractor or destroyed, at the Contractor's expense, after the latter has been notified thereof.

7.2.6 The Contractor may only invoice IFPEN the amounts corresponding to the value of the services and/or equipment that have been accepted without reserve or accepted in consideration of a reduction in price, it being specified that in such latter case, the

value of the services and/or equipment in question shall be established on the basis of the price after the reduction.

7.2.7 In the event it turns out that the Contractor is incapable of ensuring the delivery of the services and/or the supply of the equipment covered by the Contract, that have been initially rejected or as to which acceptance has been postponed, in accordance with the specifications contained in the Contract, IFPEN may entrust another contractor with the completion of such services and/or the supply of such equipment covered by the Contract at the Contractor's expense, without the latter being able to object thereto. The Contractor shall be invoiced for the corresponding expenses and disbursements and/or such sums shall be deducted from the amounts due to it from IFPEN.

ARTICLE 8. FORCE MAJEURE

8.1 An event of force majeure (hereinafter "Force Majeure"), shall mean any event that is outside the control of the party in question, which could not reasonably be foreseen at the time of the conclusion of the Contract, the effects of which cannot be avoided by appropriate measures, and which prevents the party in question from performing its obligation. General strikes and labour disputes involving the personnel of the Contractor or its subcontractor(s) shall not be deemed Force Majeure.

8.2 The party prevented from performing its obligations as specified in the Contract as a consequence of the occurrence of an event of Force Majeure shall notify the other party, as soon as possible, of the occurrence of such event, indicating the nature of such circumstances and, if possible the forecast duration and extent of its impact, by any method and shall confirm such notice in writing by registered letter with acknowledgement of receipt within five (5) business days.

8.3 The occurrence of such an event of Force Majeure shall result in the suspension of the parties' obligations resulting from the Contract. In consequence, neither party may be held liable for a delay or failure to perform its obligations pursuant to the Contract, in whole or in part, if such delay or such non-performance was due to the occurrence of an event of Force Majeure.

8.4 The party invoking an event of Force Majeure shall:

- (i) use its best efforts to limit and/or mitigate as much as possible the consequences of such event in order to resume performance of the Contract as soon as possible;
- (ii) continue performance of the obligations that have not been affected by the event of Force Majeure;
- (iii) propose, to the extent possible, workaround solutions permitting the performance of the obligation that has been prevented, without any additional expense for the other party,
- (iv) inform the other party in writing of the cessation of such event.

The performance of the suspended obligations must resume as soon as the event of Force Majeure has ceased, the contractual deadlines being extended by the duration of such event.

8.5 In the hypothesis of an interruption in the performance of all or a portion of the Contract due to an event of force majeure for a period of fifteen (15) days or more, IFPEN may notify the Contractor, by registered letter with acknowledgement of receipt, of the immediate termination of the Contract, without any compensation whatsoever. The provisions of Article 18.3 shall apply to such a termination as a termination without fault.

ARTICLE 9. LIABILITY

9.1 The Contractor shall be liable for the performance of its contractual obligations in accordance with the terms of the Contract, the applicable legal and regulatory provisions, IFPEN's applicable internal rules and the specific working conditions applicable at the site(s) in question.

9.2 The Contractor agrees to be liable for any damage of any nature which it, its personnel, its subcontractor or its subcontractor's personnel, or IFPEN, its personnel or any third parties, or their property may suffer as a consequence of an omission, insufficiency or error on the part of the Contractor, its personnel or its subcontractor or its subcontractor's personnel in relation to the performance of the Contract.

ARTICLE 10. CONTRACTUAL WARRANTY

In addition to the statutory warranties, the Contractor agrees to provide a contractual warranty for a minimum period of twelve (12) months from the date of IFPEN's acceptance without reserve of the services and/or equipment covered by the Contract. During such period, the Contractor agrees to fully correct any anomalies leading to non-compliance with the technical specifications specified in the Contract, as well as any error, faulty workmanship, apparent or hidden defects and/or any defects in operation that appear during such period. The Contractor shall be required to take back, at its expense, the portions of the services and/or equipment necessary to eliminate the aforementioned incidents and to bring them up to standard and update all of the corresponding documentation. All expenses related to replacement, labour, shipping and other costs resulting from the implementation of this warranty shall be paid by the Contractor. The costs of the provision of this contractual warranty are included in the Contract price. The warranty period shall be automatically extended by the amount of time the warranted services and/or equipment were unavailable.

ARTICLE 11. INSURANCE

11.1 Throughout the duration of the performance of the Contract and at its expense, the Contractor shall be required to take out and maintain in force the necessary insurance policies to cover it for the risks and liabilities it incurs as a consequence of the Contract, taking account of its situation. In the event the Contractor fails to comply with this obligation, the Contractor shall be liable for all of the financial consequences of such a breach.

11.2 Upon IFPEN's first request, the Contractor shall send IFPEN insurance certificates for its general and professional liability policies, dated less than six (6) months, issued by an insurance company that is generally recognised as solvent, indicating the policy coverage and policy limits. The Contractor shall take the necessary measures to ensure that all risks are covered.

ARTICLE 12. LABOUR PROTECTION- SAFETY

12.1 Health and safety of the personnel shall be deemed an integral part of the proper performance of the Contract. The Contractor must hold the technical, normative and administrative authorisations necessary both in regard to itself and its personnel in order to fully perform the Contract and shall provide evidence thereof upon IFPEN's first request. The Contractor, at its sole expense, throughout the duration of the Contract, within the framework of the laws and regulations relating to the protection of the workforce and in compliance with any specific instructions from IFPEN, shall be responsible for taking all of the specific safety measures with respect to the nature of the services and/or equipment, covered by the Contract, and for ensuring compliance with the medical visits and medical examinations that are mandatory for certain activities.

12.2 When the Contractor's personnel are present within IFPEN's premises, the Contract shall be deemed to include the provisions of the French Labour Code with respect to the specific health and safety requirements applicable to the work performed in an establishment by an external contractor. The Contractor's personnel must comply with IFPEN's health and safety and internal rules.

12.3 The Contractor's personnel must not start an intervention at an IFPEN's site until a prevention plan, as specified in Article R4512-7 of the French Labour Code, work authorisation or other document substituting thereof (e.g.: a safety protocol for loading and unloading operations) has been established.

12.4 The Contractor's personnel and any applicable personnel of its subcontractors must possess the individual protective equipment necessary for the tasks they are performing. The personnel of the Contractor working at IFPEN's premises shall only work in performance of the Contract.

12.5 Without prejudice to the powers of the competent authorities, IFPEN shall be entitled to take any necessary protective measures, at the Contractor's expense, in the event the Contractor fails to comply with the requirements with respect to health and safety and working conditions.

In the event of urgency or danger, such measures may be taken without prior notice. IFPEN shall inform the Contractor of the measures taken as soon as possible. Such measures may extend to the exclusion from the site of the personnel in contravention. IFPEN shall also be entitled to notify the Contractor of the termination of the Contract, in whole or in part, in accordance with the provisions of Article 18.1.2 and to assume personally, or to entrust a third party of its choice with the performance of the Contract or the portion of the Contract thus terminated in accordance with the provisions of Article 18.3.

ARTICLE 13. EQUIPMENT MADE AVAILABLE TO THE CONTRACTOR

13.1 The Contractor shall only use its own equipment in performance of the Contract. In the event that the contractual documents for the Contract specify otherwise, the Contractor shall be responsible for the retention, upkeep, and use of the equipment, whatever it is, that has been made available by IFPEN. The Contractor shall furnish IFPEN with the certificates of conformity, in particular for equipment for lifting or for working at heights.

13.2 Any equipment that has been made available by IFPEN shall remain the property of IFPEN notwithstanding a transfer of risks to the Contractor who shall be responsible for its repair or replacement in the event of any damage that does not result from the nature of or from normal wear and tear to such equipment. Such equipment shall be deemed to be in a perfect state of repair when it was made available by IFPEN unless it has been subject to a joint inspection as formalised in a handover certificate.

13.3 Upon IFPEN's first request or upon expiration of the Contract, the Contractor shall return any such equipment in its original condition, except for damage that has resulted from the nature of or from normal wear and tear to such equipment.

ARTICLE 14. DOCUMENTATION

The Contractor shall be deemed to have been informed of all of the documents that constitute the Contract, including these GTC, and, under its sole liability, to have assessed any applicable uncertainties and difficulties in performance. The documentation provided by IFPEN to the Contractor shall remain the exclusive property of IFPEN and must be returned upon IFPEN's first request or upon expiration of the Contract.

ARTICLE 15. ASSIGNMENT - SUBCONTRACTING

15.1 Assignment of the Contract

The Contract has been concluded on an *intuitu personae* basis. The Contractor may not, without the prior written consent of IFPEN, assign all or a portion of the obligations that are incumbent upon it, including in the event of restructuring transactions involving the Contractor such as a merger, division and/or contribution of assets in exchange for shares.

If a contribution or an assignment is concluded without authorisation, the Contractor shall remain personally liable to IFPEN as well as any third parties. In addition, IFPEN reserves the right to apply the provisions of Article 18.1.2.

15.2 Subcontracting

15.2.1 In conformity with Article 3 of Act no. 75-1334 of 31 December 1975, if the Contractor intends to perform the Contract by having recourse to one or more subcontractors it shall, when submitting its bid, and throughout the duration of the Contract, ensure that IFPEN has approved each subcontractor and accepted the payment terms for such subcontractor.

15.2.2 Requests for approval of each subcontractor and acceptance of its payment terms shall be submitted pursuant to the following procedures:

1° In the event that the request for subcontracting occurs at the time the tender or the offer is submitted, the Contractor shall furnish IFPEN with a declaration stating:

- The nature of the services to be subcontracted;
- The name or corporate name and address of the proposed subcontractor;
- The maximum amount of the sums to be paid to the subcontractor;
- The payment terms specified in the draft subcontracting agreement;
- If applicable, the capacities of the subcontractor on which the candidate is relying;
- a declaration from the subcontractor indicating that it has not been prohibited from tendering for public contracts.

In such hypothesis, notice of the award of the Contract shall be deemed an acceptance of the subcontractor and approval of the payment terms.

2° In the event the request is presented after the tender has been submitted, including during the performance of the Contract, the Contractor shall hand deliver against receipt to IFPEN or send by registered letter, with acknowledgement of receipt, a request for approval of the subcontracting containing the information referenced in subsection 1°.

In addition to the preceding, in accordance with Article 3 of the aforementioned Act, the Contractor shall be required to provide a copy of any subcontracting agreement to IFPEN if the latter so requests.

15.2.3 In the event that IFPEN provides its written authorisation, the Contractor shall be required to impose upon its subcontractors the same obligations, including with respect to health and safety and confidentiality, as it has agreed to in the Contract with IFPEN. The Contractor shall also represent that it is in compliance with all of the legal provisions with respect to subcontracting.

15.2.4 If the Contractor has recourse to one or more subcontractors without satisfying the obligations specified in this Article 15, it risks termination of the Contract pursuant to Article 18.1.2.

15.2.5 If the Contractor subcontracts the performance of a portion of the Contract it shall remain fully liable, even for the subcontracted portion, and shall guarantee compliance by its subcontractors with all of the obligations in the Contract.

In no circumstances may the Contractor subcontract a material portion of the Contract relating to its primary business under the Contract.

ARTICLE 16. INTELLECTUAL PROPERTY

16.1 Results from and deliverables under the Contract

The results and deliverables under the Contract, whether patentable or not, including, but not limited to, any invention, improvement, software, development, modification, report and other documents, specifically conceived or updated by the Contractor in connection with the performance of the Contract, in any form whatsoever, shall become the exclusive property of IFPEN from the time of its creation. IFPEN shall be free to make use thereof in any regard whatsoever without consulting the Contractor and without the latter having any right to object thereto.

In consequence of such assignment, all intellectual property rights with respect to the results of and deliverables under the Contract shall belong to IFPEN and it shall be entitled to proceed with any formalities with a view to the preservation of its rights in its own name.

It is agreed that the price of such assignment of rights is included in the Contract price.

In the event a patent is filed with respect to the results and/or deliverables, the Contractor shall provide IFPEN with its assistance in filing, maintaining in force and defending such patent. In particular, the Contractor in such regard agrees that any of its personnel, cited as the inventor of the patent will provide all signatures and complete all formalities necessary for the filing, obtaining, maintenance in force and defence of the patent covering the results and/or deliverables.

In the event the results are protectable under copyright law, the assignment referenced hereinabove shall include an assignment of all of the economic rights, including the rights of use, reproduction, communication, representation, performance, inclusion in a secondary work, translation, adaptation, modification, reformulation, arrangement and any other transformation, for all formats and for all media, as well as the rights of manufacturing, distribution, commercialisation and sublicensing to third parties in any manner whatsoever, whether or not for consideration, as well as the right to proceed in its own name with any formalities with a view to obtaining or preserving the rights so assigned. Such assignment is granted for the entire duration of copyright protection and for the entire world.

In the event of the development of software within the framework of the Contract, the source code and the object code for the software as well as the associated documentation, shall be delivered to IFPEN.

16.2 Pre-existing information belonging to the Contractor

In the event that use is made of pre-existing information belonging to the Contractor for the performance of the Contract, the latter shall grant IFPEN a non-exclusive assignable license, that includes the right to grant sub licenses, for such pre-existing information, including any patent and/or copyright and/or other intellectual property rights, permitting IFPEN to make use thereof, in commercial or manufacturing operations, to update, reproduce by any method, display, translate, adapt and/or distribute all or a portion of such pre-existing information provided that such information is necessary for the use or exploitation of the results of and/or deliverables under the Contract.

In all circumstances the Contractor shall remain the sole owner of its information that pre-existed the Contract.

It is agreed that the price of such licence is included in the Contract price.

16.3 Third-party information and intellectual property

The Contractor shall inform IFPEN, in writing, of any intellectual property rights held by third party (including as to any free software) which may be required for the performance of the Contract and for the use of the results and/or deliverables resulting from the Contract. The Contractor agrees to obtain an assignment of rights from the third parties (including its subcontractors) who have collaborated in the performance of the Contract, and agrees, upon request from IFPEN, to provide a copy of all of the agreements it has obtained for the purposes described hereinabove.

The Contractor agrees to indemnify and hold harmless IFPEN against any actions and claims brought by third parties in such regard that may arise during or after the performance of the Contract. It shall compensate IFPEN for all of the consequences that it has suffered if such agreements have not been obtained as a consequence of the actions of the Contractor. This provision shall remain in force upon expiration the Contract, whatever the reason thereof.

The fees and royalties relating to the intellectual property rights necessary for the performance of the Contract and the use of the results and/or deliverables are included in the Contract price.

16.4 IFPEN shall not be obligated to make any payment whatsoever to any of the Contractor's personnel who contributed to the achievement of the results and/or the deliverables under the Contract including any inventions. The Contractor agrees to take all necessary measures with respect to its personnel.

16.5 The Contractor agrees not to reproduce, publish, distribute, translate, adapt or use, in any manner whatsoever, the results of and deliverables under the Contract.

ARTICLE 17. CONFIDENTIALITY – PUBLICITY

17.1 The Contractor agrees to ensure that it applies and that its personnel and any applicable subcontractors apply absolute confidentiality to the information that may be disclosed to it for the purposes of the Contract or that it may have learnt in connection with the performance of the Contract, as well as the results of and/or deliverables under the Contract that have been assigned to IFPEN pursuant to Article 16, whatever the nature of the information (business, scientific, legal, technical, etc.) and whatever form it is in.

17.2 This provision shall not apply to information that:

- at the time of its disclosure was already in the Contractor's possession provided that it can provide proof of such prior possession,
- at the time of its disclosure was in the public domain or that has subsequently entered it without the Contractor being involved,
- was disclosed by a third party who was legally entitled to make such a disclosure without breaching a confidentiality obligation.

17.3 In consequence, the Contractor shall be prohibited from reproducing, disclosing or using, for itself or for the account of third parties, in any form whatsoever, the corresponding information except for the purposes of the Contract and provided that it has taken all necessary precautions. It agrees to return any of IFPEN's confidential information that is in its possession or to destroy it, upon IFPEN's first written request.

17.4 Confidential information (as well as any copies thereof) that has been disclosed by IFPEN to the Contractor shall remain the property of IFPEN, subject to the rights of any third parties.

17.5 The Contractor shall be prohibited from making any publication or disclosure with respect to the Contract and its results/deliverables without the prior written authorisation of IFPEN. Any advertising by the Contractor that refers to IFPEN shall require the prior written consent of IFPEN.

17.6 The obligations set forth in this Article 17 shall remain in force throughout the term of the Contract and for a period of ten (10) years after its expiration or termination date, no matter the cause,.

ARTICLE 18. RESCISSION – TERMINATION

18.1 Breach by a party

18.1.1 In the event that either of the parties fails to comply with its contractual obligations, including by failing to comply with a mandatory date or time-limit, the other party may send it a notice of default, by registered letter with acknowledgement of receipt, requiring that if the remedy such default within thirty (30) business days of the sending of such notice.

Upon expiration of such time-limit, if the defaulting party fails to cure such breach, the other party may rescind or terminate the Contract, in its sole discretion, with, in the event of a breach by the Contractor, the possibility for IFPEN to entrust a third party with the continuation of all or a portion of the Contract thus rescinded or terminated, at the Contractor's expense.

If the non-defaulting party elects to proceed with the rescission or termination of the Contract, such rescission or termination (as applicable), shall occur at the sole discretion of such party, without the need for recourse to the courts, pursuant to the sending of notice to the defaulting party by registered letter with acknowledgement of receipt. The rescission/termination (as applicable) shall be effective as of the date of the defaulting party received the notice from the other party or such notice was first presented by the postal services.

18.1.2 Notwithstanding the provisions of 18.1.1 hereinabove, in the cases listed hereinbelow, given their particular seriousness or the risks they engender for IFPEN, IFPEN may decide on the rescission or termination in its sole discretion of the Contract in its entirety or in part pursuant to the conditions set forth hereinbelow:

- serious breach of the safety rules and rules for the labour protection (Article 12);
- violation of the regulations with respect to the due employment of the Contractor's and any applicable subcontractors' personnel (Article 3.2.3);
- subcontracting a portion or the entirety of the Contract without the prior approval and acceptance of IFPEN (Article 15.2);
- breach of the confidentiality obligations (Article 17);
- breach of the rules with respect to assignment of the Contract (Article 15.1);
- breach of the anti-bribery rules (Article 20.4);
- breach of the insurance requirements (Article 11).

In such cases, the rescission or termination (as applicable), may be decided by IFPEN without prior notice, at its sole discretion and without the need for recourse to the courts, pursuant to IFPEN sending notice to the Contractor by registered letter with acknowledgement of receipt. The rescission/termination (as applicable) shall be effective as of the date the Contractor received IFPEN's notice or such notice was first presented by the postal services, unless another date is specified in such notice. The Contractor may not claim any compensation with respect to such a rescission or termination.

18.2 Insolvency procedures (only applicable to French Contractors)

In the event the Contractor is subject to insolvency procedures as defined in French law, the Contract shall be terminated if after notice from IFPEN to the insolvency administrator, in accordance with the terms of Article L622-13 of the French Commercial Code, the latter indicates that it does not wish to assume the obligations of the Contractor.

In the event the Contractor is placed into insolvency liquidation, the Contract shall be terminated if after notice from IFPEN to the insolvency administrator, in accordance with the terms of Article L641- 11- 1 of the French Commercial Code, the latter indicates that it does not wish to assume the obligations of the Contractor.

The termination, if it occurs, shall take effect as of the date of the event. It shall not grant the Contractor any right to compensation.

18.3 Consequences of termination

18.3.1 The exercise of any of the termination options in Article 18.1 shall not relieve the defaulting party of its duty to fulfill its contractual obligations through the effective date of termination.

18.3.2 IFPEN shall issue a termination statement which shall identify the amounts the Contractor is in debit and credit. It is agreed that any advances paid by IFPEN to the Contractor pursuant to the Contract shall be repaid in full by the Contractor. In no circumstances may the Contractor receive, pursuant to the termination statement, late payment interest excluded, an amount in excess of the amount it would have received in the event of performance in full of the Contract.

The Contractor may not claim any compensation in the event of the termination of the Contract as a consequence of a breach by the Contractor.

When the services and/or equipment covered by the Contract are being paid for "à l'attache" (for time spent), no compensation shall be owed to the Contractor with respect to the early termination. IFPEN shall pay for the portions of the Contract actually completed on the basis of the contractual rates and the activity report signed by IFPEN.

When the services and/or equipment covered by the Contract are compensated on a "lump sum" basis, IFPEN shall pay the Contractor the corresponding amounts for the portions of the Contract that have been accepted as of the effective date of termination, on a *pro rata temporis* basis.

18.3.3 The Contractor shall have five (5) business days, from the effective date of the termination, to return all of the equipment and/or documentation made available to it by IFPEN.

18.3.4 In the event of a breach by the Contractor, the latter agrees, free of charge, to disclose to and inform IFPEN, or any third party it has designated, all of the files, information and know-how necessary for the continuation and resumption by IFPEN, or by a third party it has designated, of any portion of the Contract thus terminated, under the best possible conditions.

18.3.5 The application of this Article shall not prevent IFPEN from submitting a claim for damages.

18.3.6 Whatever the circumstances of the termination of the Contract, provisions which by their nature are intended to continue after the termination of the Contract shall remain in force, in particular the obligations referenced in Articles 10, 16 (with respect to the partial results obtained prior to termination) and 17 hereof.

ARTICLE 19. PERSONAL DATA

In the event the performance of the Contract involves the processing of personal data (hereinafter "Personal Data"), the parties agree to comply with the regulations in force.

In such regard, it is expressly agreed that IFPEN shall remain the data controller and shall retain control of its Personal Data, the Contractor only acting as a data processor pursuant to the definitions in the legal provisions protecting personal data.

Hence, within the framework of the performance of the Contract, the Contractor shall act exclusively for the account of IFPEN, on the basis of the stipulations in the Contract and the instructions of IFPEN provided pursuant thereto.

The Contractor agrees to modify or delete, in accordance with the instructions of IFPEN, the Personal Data that it may be processing within the framework of the performance of the Contract including, but limited to, when an individual exercises its right of access and rectification, so that the processed Personal Data is accurate and up-to-date.

The Contractor, in its capacity of data processor, must provide sufficient guarantees as to the implementation of the appropriate technical and organisational measures to ensure that the processing meets the requirements of the applicable regulations and ensures the protection of the rights of the persons involved.

In the event of a breach of the Personal Data, the Contractor shall be required to notify IFPEN of such breach as soon as possible and no later than 48 hours after it has knowledge thereof and to provide it with sufficient information to enable it to comply with its obligations under the applicable regulations with respect to a breach of Personal Data.

If, during the term of the Contract and/or within the framework thereof, the Contractor is required to transfer data to a third country or an international organisation, pursuant to a law of the European Union or a Member State to which it is subject, it must inform IFPEN of such legal obligation prior to processing, unless the law in question prohibits such a disclosure for important reasons of public interest.

The Contractor agrees to assist IFPEN in fulfilling its obligations with respect to the Personal Data.

Upon IFPEN's request, the Contractor shall promptly return the Personal Data no later than the expiration or termination of the Contract for any reason whatsoever and shall destroy all existing copies.

ARTICLE 20. MISCELLANEOUS

20.1 The fact that a party has not asserted a clause of this Contract shall not be deemed a waiver by such party of the benefit of such clause.

20.2 If one or more of the provisions hereof are held to be null and void pursuant to an applicable law or decree or a final court decision, such provision(s) shall be deemed not to exist. However, the other provisions shall remain in full force and effect.

20.3 A notice sent by registered letter with acknowledgement of receipt shall be deemed to have been sent as of the date stamped on the envelope by the postal services.

20.4 Anti-bribery laws

The Contractor agrees to fight against corruption in all of its forms, whether public or private, active or passive, both with respect to its suppliers and subcontractors and its customers.

In such regard, firstly the Contractor agrees to comply with the French anti-bribery laws as well as the analogous laws applicable to the Contractor if all or a portion of the Contract is to be performed abroad and, secondly, IFPEN's [Anti-corruption Code of Conduct](#) accessible on its website.

For everything related to the Contract, the Supplier represents and warrants that it has not given or offered, directly or indirectly, a sum of money or any other advantage, whether pecuniary or not, to anyone whatsoever, with the goal of ensuring the award of the Contract or facilitating its performance.

The Contractor agrees, throughout the term of the Contract and for at least three (3) years after the date of expiration or termination thereof, upon IFPEN's first request, to allow an independent accounting firm to have access to its accounting records and any

other accounting documents or other documentation related to the payments made or received and expenses incurred by the Contractor within the framework of the negotiation and performance of the Contract. Such firm shall disclose to IFPEN only the information with respect to any applicable breach by the Contractor of the obligations contained in this clause. In the event that such investigation reveals that the Supplier has breached the above referenced obligations, the Supplier agrees to reimburse IFPEN for the costs of such investigation.

In the event of a breach by the Supplier of any of the above referenced obligations, IFPEN reserves the right to immediately terminate the Contract, pursuant to Article 18.1.2.

ARTICLE 21. APPLICABLE LAW – DISPUTES

Any disputes which arise with respect to the Contract shall be resolved in accordance with French law and submitted to the Administrative Court [*Tribunal Administratif*] of Cergy Pontoise (95), including in the event of multiplicity of defendants or joinder for indemnification.

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