

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Recitals

1.1. These General Terms and Conditions of Purchase (GTCP), accepted as basis for negotiation, shall apply to orders placed by **Enertime** to supplier (hereinafter the "**Supplier**") for (i) the supply of equipment, products, goods, materials, tools, or raw materials (hereinafter the "Goods") and/or (iii) the provision of services (hereinafter the "Services").

1.2. These GTCP may be completed by the special terms and conditions appearing on the Order form and, if any, by the deviations from the GTCP negotiated between **Enertime** and **Supplier**, which shall prevail over the GTCP (all together the "Order. They may be supplemented, where applicable, by any other documents listed in the purchase order and/or in the contract.

### 2. Issuance of the Order

All purchases made by **Enertime** are subject to a written Order, sent electronically to **Supplier**. **Supplier** shall confirm its acceptance within seven (7) days of receipt of the Order. Signature/acceptance of the Order implies acceptance by **Supplier** of the Order and of the documents referenced therein.

### 3. Capacity / Representations of Supplier

3.1 **Supplier** represents that it is a professional and specialist possessing all skills, administrative and other authorizations required to supply the Goods/ perform the Services requested in accordance with the terms and conditions of the Order.

3.2 **Supplier** represents that it is fully aware of the intended purpose of the Goods/Services, the location where they shall be used and the terms, conditions and restrictions on use thereof by **Enertime**.

3.3 Prior to acceptance, **Supplier** is required to verify the information and data contained in the documents handed over to him by **Enertime**. **Supplier** recognizes that it is fully satisfied as to the correctness and completeness of the Order and that all documents are sufficient, adequate for their intended purpose and do not contain any errors, omissions or contradictions. **Supplier** is deemed to have satisfied itself as to all the conditions for implementation of the Order.

Therefore, **Supplier** waives the right to rely on any lack of information in any respect whatsoever.

### 4. Scope of work

4.1 The scope of work shall be as specified in the Order.

4.2 The scope of work further includes the provision of such incidental supplies, consumables, utilities, tools, labor, facilities, equipment, services and works as may be necessary to achieve the defined scope of work and inferred therefrom unless specifically excluded in the Order.

4.3 **Supplier** shall provide **Enertime** with all information required and all information necessary for optimal use of Goods, irrespective of the nature thereof.

### 5. Design and drawings

5.1 The Goods/Services shall be manufactured / performed according to **Supplier's** design, on the basis of **Enertime's** specifications and/or drawings. **Supplier** shall take full responsibility therefore and satisfy the requirements (quality, performance...) set forth in the Order.

5.2 As an exception to article 5.1, should the design of the Goods/Services be imposed by **Enertime**, **Supplier** shall be responsible for verifying it, and if necessary, for completing it.

5.3 The drawings furnished by **Supplier** shall be available to **Enertime** in native format.

5.4 The drawings, models including 3D models, databases and tools entrusted to **Supplier** shall remain the exclusive property of **Enertime**. The drawings, models including 3D models, databases and tools, as required in the list of document mentioned in the Order, fabricated or created by **Supplier** for execution of the Order shall become the property of **Enertime** as soon as they are created and shall be returned to **Enertime** at the end of the performance of the Order, in whatever state they may be. All models and tools that might not be returned shall be stored free of charge by **Supplier**, sheltered from bad weather and insured against all risks of deterioration. They shall bear the mark specified by **Enertime** in the purchase order, very legibly painted, and shall be returned upon **Enertime's** request. Prior to the execution of the Order, **Supplier** shall ensure compatibility between the models and tools that **Enertime** may make available to him. All necessary models and tools and the corresponding drawings for performance of the Order shall be assigned exclusively to this purpose. They shall not be used, reproduced or communicated to third parties without prior written authorization from **Enertime**.

### 6. Change Order

6.1 **Enertime** may, at any time, modify the scope of the Order, or ask for additional work. **Supplier** shall, within seven (7) calendar days starting from receipt of the request for modification, indicate to **Enertime** in writing and at its own cost, the impacts on prices and/or schedule of the modifications requested (with relevant justification). After this deadline, no claim and/or objection by **Supplier** shall be accepted by **Enertime**. **Supplier** shall not change, modify or alter any part of the Goods/Services or of the Order without **Enertime's** prior written agreement.

6.2 Any correlative modifications to prices and/or schedule accepted by **Enertime** are subject to a written amendment signed by both Parties.

6.3 The following events do not constitute modifications of the Order and cannot lead to adjustment to any terms of the Order : (i) modifications and corrections that occur during the engineering /design phase of the Order which are necessary to convert general design intent into sufficient details for the Order execution ; (ii) corrective actions which are necessary due to non-compliance of **Supplier** or one of its sub-supplier with the requirement of the Order, instructions, drawings, specifications, or any documents sent to **Supplier** in relation with the Order and/or legal provisions; (iii) supplying of equipment and/or services not previously authorized by **Enertime**.

6.4 Modifications shall in no event slow down the execution of the Order, nor shall it postpone the schedule of the Order, unless mutually agreed.

### 7. Scheduling

7.1 Compliance with the intermediate and final dates for delivery of the Goods and performance of Services is an essential condition of the Order and such dates cannot be changed without the prior written consent of **Enertime**.

7.2 In the event of delay, **Enertime** shall apply or withhold, except otherwise agreed in Purchase Order, a penalty of 0.5% per day of the total amount of the Order up to a maximum amount of 10% of the purchase order price. The payment of these penalties shall not release the **Supplier** from its obligations.

7.3 This penalty shall also be applicable in the event of partial delay (including, but not limited to, in the event of an incomplete delivery, faulty delivery, provision of an incomplete service, failure to provide the required information) as far as it affects the effective use of the Goods delivered.

7.4 Once the maximum amount of penalties is reached, **Enertime** reserves the right, upon mere notification, to automatically cancel or terminate the Order, without any warning and without prejudice to its right to obtain compensation for the damages resulting from **Supplier's** delay.

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7.5 If the delivery is not made at the agreed place, or within the agreed period of time, all costs incurred in connection with dead freight, demurrage, warehousing, insurance and/or any other costs to ensure delivery shall be borne by **Supplier**, as well as the possible associated costs incurred by **Enertime**.

7.6 **Supplier** shall keep **Enertime** informed regarding the manufacturing process of the Goods/ or performance of the Services and the compliance with the time schedule.

7.7 Early deliveries can only be carried out with **Enertime's** prior written consent.

### 8. Inspections, Tests and Audits

8.1 Except for "off-the-shelf" merchandise, the Goods are subject to inspection by **Enertime**, his client (or End-User if any), third party, or their authorized representative. Inspection will take place in **Supplier's** premise. However, certain goods may be checked at the entrance to the ENERTIME store.

8.2 **Supplier** shall provide safety and protective clothing, as required, including but not limited to safety boots, hard hats, goggles, gloves for **Enertime**, its client's and/or End-User's representatives.

8.3 The inspection does not relieve **Supplier** of the responsibility to supply Goods which conform to the specifications, nor shall it relieve **Supplier** of the responsibility to provide its own quality control and in-house inspection of the Goods. Test reports, if required, shall be submitted by **Supplier** to the inspector at the time of inspection.

8.4 The costs for the inspection and testing of the Goods are deemed to be included in the Order. All and any extra costs of **Enertime** and/or of its client and/or End-User, if any, attributable to additional inspections due to **Supplier's** failure under the Order will be borne by **Supplier**.

8.5 Neither **Enertime's** comments, approval, visits, checks, nor the presence of **Enertime's** representative in **Supplier's** workshop shall release **Supplier** from any of its responsibilities under the Order.

8.6 If **Enertime** wishes to ensure compliance with contractual, regulatory requirements and quality system such as time schedule, reliability or quality of the Goods, it shall have a right to carry out an audit, which may be exercised within 48 hours after **Enertime** request, by its own specialists or by a designated third party.

8.7 Said preventative and monitoring audit may relate to quality, financial and accounting, conformity, safety, compliance with rules and laws, compliance with time schedule, and in general, compliance with the essential terms and conditions of the Order.

8.8 The conditions of this audit shall be agreed between the Parties: location, access procedure, duration, confidentiality, notice period, authorized staff, etc.

8.9 **Enertime** shall be entitled to instruct **Supplier** to perform adjustments as are required by the audit expert to comply with the requirements of the Order, at **Supplier's** cost.

8.10 During the visits by **Enertime** and/or its client (or End-User if any), **Supplier** shall afford the necessary assistance, and supply the necessary documentation to **Enertime** and/or its client (or End-User if any) to enable them to monitor the progress of the manufacture of the Goods and to ascertain that the materials used, and the method of performing the work, meet the requirements of the Order.

8.11 **Supplier** shall bear all costs associated with providing such assistance.

8.12 Should the progress of the work be behind schedule, or should **Enertime** find any anomaly, **Enertime** shall notify **Supplier** of the same and **Supplier** shall take such action to remedy such delay

or anomaly within the shortest possible time or within the time specified by **Enertime**.

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

### 9. Acceptance of the Goods

9.1 Acceptance of the Goods/Services and/or any intermediate deliverables (if applicable), shall occur following verification by **Enertime** that the Goods/Services conform to the Order (with no apparent nonconformity) and, where applicable, following receipt by **Enertime** of the documents relating to the Goods/Services (including material certificates, drawings, final documentation) and more generally receipt of any document set out in the Order and/or the contract.

9.2 If specified on the purchase order, the delivery shall be subject to a written acceptance report in the presence of both parties, to confirm compliance of the Goods to the Order.

9.3 **Enertime** is entitled to make reservations in this report.

9.4 **Supplier** shall at **Enertime's** sole discretion, either correct, repair and/or replace the Goods within 15 days from signature of the report or notification thereof to comply with the Order.

9.5 In all cases, any acceptance report or certificate shall not release the **Supplier** from its responsibility (i) for the proper execution of the Order or (ii) in case of defective or not compliant Goods (including latent defect) discovered at a later stage.

### 10. Packing and Marking

10.1 Prior to packing the Goods, **Supplier** shall take all measures necessary to protect the Goods from bad weather, corrosion, loading incidents, transportation or storage constraints. This is also applicable to the free issue material entrusted by **Enertime** to **Supplier** if applicable.

10.2 The packing, marking and loading of the Goods shall be carried out at the cost and risk of the **Supplier**, who undertakes to deliver the Goods at the place specified and on the date scheduled in the Order.

### 11. Transfer of the risks and title

11.1 The risks on the Goods (including free issue materials if any) shall be transferred to **Enertime** upon delivery (as per the incoterm stipulated on the purchase order) or acceptance of the Goods, whichever is later.

11.2 The Goods and parts thereof shall become the property of **Enertime** as soon as they are ordered by **Supplier** or a subcontractor and identifiable as being attributed to the Order, notwithstanding the phase of progress (such as in the course of manufacturing, fabrication, welding, transportation, installation) and notwithstanding any payment considerations.

11.3 **Supplier** shall guarantee that the Goods are free of any lien, encumbrances or pledge.

11.4 **Supplier** waives any right of recourse to any retention of title clause not expressly agreed by **Enertime**.

11.5 **Supplier** shall ensure that its own supply chain and its subcontractors are imposed the same obligations than above.

### 12. Price and payment terms

12.1 The prices indicated on the Order and/or the contract are inclusive of taxes (except VAT), firm and not subject to revision.

12.2 **Enertime** may deduct from the Services' price, from any daily rate, a withholding tax if it is required by the laws of **Enertime's**

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country, but only in the limit allowed by the tax treaty signed between **Supplier's** country and Enertime' country and pay such withheld amount to the relevant local tax authorities. In this case, **Enertime** shall provide immediate notice thereof together with official tax receipts (from relevant tax authorities) establishing the payment of such withholding tax. For the implementation of aforementioned tax treaty, **Supplier** will provide a tax residency certificate to **Enertime**, at first request of **Enertime**.

**12.3** Unless otherwise stipulated, the Price shall be deemed to be stipulated in Euro.

**12.4** Payment terms are set forth on the purchase order and/or the contract. Upon satisfactory fulfillment of **Supplier's** obligations, **Enertime** shall pay, by bank transfer, the undisputed invoices (provided they are submitted together with all required documentation) within the time specified in the Order. Incorrect invoices rejected by **Enertime** shall be corrected by Supplier and resubmitted for payment. Payment shall be made by wire transfer upon acceptance of the Services/Goods, within forty-five (45) calendar days after issuance of the **Supplier**'s invoice.

**12.5** **Supplier's** issuance of its last invoice for the balance of the total amount of the Order (including modifications or liquidated damages) shall be construed as an acknowledgement of full settlement on its part.

**12.6** **Enertime** shall have the right to offset, from any invoice, any amount due by **Supplier** to **Enertime** under the Order.

**12.7** Any unjustified delay in the payment of **Supplier's** invoices on their due date shall give rise to a late payment interest at a rate equal to three (3) times the French legal interest rate then in force. Interest shall start to run from the payment date appearing on the invoice and shall continue to run until the date of full payment of all sums due. In addition, **Enertime** shall pay the **Supplier** a fixed indemnity of forty (40) EURO for collection costs.

### **13. Warranties**

#### **13.1 General warranty:**

**Supplier** shall manufacture the Goods/ and perform the Services with all proper skill and care, in accordance with good engineering practice and the state of the art, and in compliance with the Order, the regulations, the standards and codes in force.

#### **13.2 Warranty of conformity**

The **Supplier** warrants **Enertime** that the Goods are conform to the specifications of the Order.

#### **13.3 Mechanical warranty:**

**Supplier** warrants, in addition to all warranties provided by the applicable law, that the Goods (i) are new (ii) fit for the intended purpose (iii) free from defects in design, material and workmanship.

#### **13.4 Performance warranty:**

**Supplier** guarantees that the Goods shall meet the performance and yields described in the Order, if any.

**13.5** Should **Supplier** breach any of these warranties, **Enertime** may, at its option, either require **Supplier** to repair/modify/adjust or replace the Goods in order to meet the requirements of the Order, or if the **Supplier** does not do so within ten (10) calendar days or any other agreed period of time, from the date of the request by **Enertime**, take appropriate measures to arrange the same itself or through a third party. In any event, **Supplier** shall bear all costs of any replacement and repair of the Goods, including but not limited to travel expenses, the costs of dismantling and returning the Goods to the factory, the costs of transport back to site and reassembly and any parts and labor, but without prejudice to any other rights or remedies **Enertime** may have under the Order or at law. **Enertime** will not accept the Goods until the Goods have met all the performances defined in the Order.

#### **13.6 Warranty period:**

Unless otherwise expressly stipulated on the purchase order, the warranty period shall be granted for a twenty (24) months' period

from the acceptance or (30) months after delivery according to the Incoterm selected in the contract/purchase order, whichever is later, of the Goods or Services.

Any replacement or repair/ modification/ adjustment of the Goods under warranty shall give rise to a new warranty period equivalent to the initial one from the date of **Enertime's** acceptance of delivery of the repaired or replaced Goods.

**13.7** The remedies available to **Enertime** under this article shall be without prejudice of its rights regarding the loss and damage **Enertime** may have sustained due to the defective Goods.

### **14. Indemnities**

**Supplier** shall defend, indemnify and hold **Enertime**, its client (and End-User if any), harmless from and against any and all liabilities, claims, judgments, losses, expenses and any costs related to bodily injury and death of its personnel and the personnel of its subcontractors or affiliates, and any loss or damage to its properties and the properties of its subcontractors or affiliates, whether owned, leased or under its custody (including loss of use) without regard to the causes thereof.

### **15. Insurance**

**15.1** **Supplier** shall, at its own costs take out and maintain in force and effect during the entire period of the Order (including any extension) all insurances necessary for covering its liabilities under the Order and at law and where applicable cause its subcontractors to do the same.

**15.2** **Supplier** represents that the insurances taken out are sufficient in view of the type of Goods/Services provided and any implications and risks thereof, which **Supplier** has fully assessed.

**15.3** Unless otherwise specified in the Order, **Supplier** shall procure the following insurance coverage:

- a policy covering the risk of loss or damage (and the financial consequences thereof) of the Goods occurring prior to delivery to **Enertime** for its full replacement value.
- A Comprehensive general liability Insurance (including a Product liability policy) covering death and personal injury and property damages of third parties, including **Enertime**, its affiliates, its client (and End-User if any), before and after the delivery of the Goods and attributable to **Supplier** in the frame of the performance of the Order.
- Workmen's compensation Insurance as per the law applicable to the employment contracts of **Supplier's** personnel. (when applicable)
- In addition, any other insurance policy required by **Enertime** or in order to comply with the applicable laws and regulations.

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

**15.5** Upon **Enertime'** request, **Supplier** shall provide an insurance certificate from first rank insurance companies acceptable to **Enertime**, certifying the existence, insured capital, guarantees, duration and renewal dates of the policies.

### **16. Intellectual property**

**16.1** **Supplier** represents that it is the owner or licensee of, or is authorized to use the intellectual property rights, patents, licenses, processes, trademarks, drawings or models, etc. which are used for the performance of the Order.

**16.2** **Supplier** hereby undertakes to grant **Enertime/its** client any right to use or any other right required for the effective use of the Goods/Services

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**16.3 Supplier** undertakes to propose to **Enertime**/ its client any improvement which may be implemented subject to market conditions, if such improvement is necessary for the use of the Goods or improves the use thereof.

**16.4 Supplier** shall indemnify and hold harmless Enertime, its client and/or the end-user of the Goods/Services against any and all claims, costs, damages, expenses or legal action by third parties in connection with any actual or alleged infringement of intellectual property rights in relation to the Goods. Should a claim of infringement received by or any patent infringement suit made or brought against **Enertime**/End-User, **Supplier** shall take all steps necessary to ensure that such risk of infringement is eliminated, including if necessary carrying out modification or replacement.

**16.5** All intellectual property rights, if any, whether patentable or not, including, but not limited to, any invention, improvement, software, models, simulations, database, development, modification, analysis, report and other documents obtained by the **Supplier** in connection with the performance of the Order, in any form whatsoever, shall become the exclusive property of Enertime from the time of its creation. **Enertime** may file any applications for patents or any other intellectual property rights that it deems necessary, in its own name and at its own expense.

**16.6** It is agreed that the price of such assignment of rights is included in the Order price.

**16.7** In the event of the development of software within the framework of the Order, the source code and the object code for the software as well as the associated documentation shall be delivered to **Enertime**.

**16.8** In all circumstances the **Supplier** shall remain the sole owner of its information that pre-existed the Order.

### **17. Confidentiality**

**17.1 Supplier** undertakes that the negotiations prior to the Order, the Order including all its exhibits and related documentation, any information ,whatever the nature of the information (business, scientific, legal, technical, etc.) and whatever form it is in, and data, documents, drawings related to the performance of the Order provided by **Enertime** shall be maintained confidential and shall not be disclosed to any third party whatsoever without **Enertime's** prior consent in writing and shall not be used for any other purpose than the execution of the Order.

**17.2** When authorized, such disclosure to third parties shall be made to the extent necessary for the execution of the Order (on a need to know basis) and provided that the recipient is bound by confidentiality and limited use obligations not less stringent than those undertaken by the **Supplier** hereunder.

**17.3** The confidentiality obligation undertaken by **Supplier** shall constitute an absolute confidentiality obligation during the provision of the Order and for ten (10) years after performance thereof, irrespective of whether the Order is completed or not, or even in case of suspension or termination.

**17.4 Supplier** represents and warrants that all employees, principals or subcontractors who may be involved in the performance of the Order shall be bound by the same confidentiality obligations.

**17.5 Supplier** shall remain personally and directly liable for its employees, principals, or subcontractors.

### **18. Spare parts**

**18.1** The GTCP shall apply to any future order of spare parts related to the Order.

**18.2 Supplier** shall guarantee the availability of the spare parts and components or technically equivalent spare parts during a minimum period of ten years after the delivery of the Goods.

**18.3** The supplier undertakes to transmit to Enertime any information that may have a negative impact on the period of validity of the

spare parts and components referred to in 18.2. It is the supplier's responsibility to manage for Enertime all follow-up related to their obsolescence.

### **19. Compliance with rules**

**19.1 Supplier** is aware of, and shall in all respect abide by laws, decrees and regulations issued by any authorities, whether local or other, having jurisdiction over the Goods/Services and any related work.

**19.2** In particular, the **Supplier** undertakes to perform or ensure the performance of the Goods/Services covered by the Order by duly employed employees, in particular regarding social security obligations. The **Supplier** therefore guarantees that it complies with social legislation regarding the regularity of its staff recruitment. In this respect, at the conclusion of any Order for an amount of at least five thousand euros excluding taxes (€5,000 excluding taxes), the **Supplier** undertakes to submit to **Enertime** before the start of performance of the Order and every six (6) months until the end of its performance, the documents referred to in Article D8222-5 of the French Labour Code in the case of a Supplier established or domiciled in France, and in Article D8222-7 of the French Labour Code in the case of a Supplier established or domiciled abroad. The **Supplier** undertakes to provide **Enertime** with the nominative lists referred to in Articles D8254-2 and D8254-3 of the French Labour Code at the time the Order is concluded, in the case of foreign employees employed by the **Supplier** or if the **Supplier** is established abroad and posts employees on French territory.

**19.3** The Supplier undertakes to provide Enertime with the nominative lists referred to in Articles D8254-2 and D8254-3 of the French Labour Code at the time the Order is concluded, in the case of foreign employees employed by the Supplier or if the Supplier is established abroad and posts employees on French territory.

**19.4** The **Supplier** undertakes to ensure that any temporary work agencies and/or suppliers and/or subcontractors to whom it entrusts the performance of operations falling within the scope of the Order comply with the legislative and regulatory provisions referred to in this article and to obtain the documents and certificates required by the legislation in force, as referred to above.

**19.5** The **Supplier** undertakes to recruit, pay, employ, train and manage its personnel performing the Order under its own responsibility. It undertakes to comply with all declaration obligations inherent in the recruitment of its personnel or the personnel of its subcontractors. The **Supplier** declares that it is in full compliance with all its social and fiscal obligations, and has paid all corresponding sums due (taxes, fees, contributions, etc.).

**19.6** In the event of intervention on **Enertime's** or a third party's site, the **Supplier** undertakes to comply with and ensure compliance by third parties with all rules and regulations applicable on said site, including the rules and regulations of **Enertime's** customer or the end user and all safety, health and environmental protection regulations. The **Supplier's** personnel and the personnel of its subcontractors must have the personal protective equipment necessary for the performance of the tasks performed.

### **20. Manufacturing procedure**

**20.1 Supplier** shall be responsible for procuring the new materials (origin, conformity...) in compliance with restrictions applicable to the Order, concerning the origin and provenance of the Goods components. **Supplier** is responsible for the accuracy of the certificates.

**20.2 Supplier** shall not change the sources of supplies and the operating method without first notice to Enertime at least 15 days in advance.

**20.3 Supplier** commits to ensure market analysis on the sustainability of sources used in the manufacturing of the Goods during the predictable life expectancy (cycle) of this one.

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**20.4** The **Supplier** undertakes to notify **Enertime** in writing of any obsolescence, as soon as it becomes aware of the same, in detail and in particular the anticipated date of the end of production and the date of the last possible order. It shall propose to **Enertime** in writing a suitable solution to remedy any obsolescence within 15 days following its notification. Such solution may only be implemented with the prior written consent of **Enertime**.

**20.5** **Supplier** undertakes to establish, at its expenses the constitution of a sufficient safety stock being enough for Goods and components used in their manufacturing.

**20.6** **Supplier** represents that it has adopted an approach seeking the continuous improvement of its products, its services and its management system in order to enduringly respond to the quality levels required by **Enertime**.

### **21. Subcontracting**

**21.1** Subcontracting is prohibited, except if expressly authorized in writing by **Enertime**. In the event of **Enertime's** approval, **Supplier** shall communicate upon request a copy of the unpriced order to subcontractor.

**21.2** **Supplier** shall ensure that its subcontractors are solvent and sufficiently experienced for the implementation of the part of the Order it has to perform.

**21.3** In the event of **Enertime's** approval, **Supplier** shall remain jointly and severally liable for the performance of the Order by the subcontractor(s).

**21.4** **Supplier** shall pass on to its own subcontractors the provisions of the Order applying to their obligations.

**21.5** In case **Enertime** considers that a subcontractor is not supplying/performing a part of the Goods/Services in accordance with the Order, **Enertime** shall notify **Supplier**, who shall immediately remove such subcontractor and, without any delay, shall replace it with competent approved substitute, at no extra cost/time to **Enertime**.

### **22. Assignment / transfer of the Order**

**22.1** The Order is entered into in consideration of **Supplier's** person.

**22.2** It shall not be assigned or transferred in any respect whatsoever by **Supplier**, in particular in the event of a contribution or merger, except if expressly authorized in writing by **Enertime**.

**22.3** In case of change of the direct or indirect control of the **Supplier**, **Enertime** is entitled to terminate the Order.

**22.4** **Enertime** may freely assign the Order to its client and/or the end-user of the Goods/Services. In such case, **Enertime** will inform **Supplier** of the assignment. **Supplier** agrees to be responsible towards the assignee for the proper performance of the Order and agrees to sign any required assignment agreement, which shall not modify the terms of the Order.

### **23. Suspension**

**23.1** **Enertime** shall, at any time, have the right at its sole discretion, to demand suspension of all or part of the Order. **Supplier** shall, forthwith upon receipt of **Enertime's** notice, suspend performance of the Order but shall continue to perform the unsuspended part of the Order (if any) and shall, during the period of such suspension, properly protect and secure the Goods.

**23.2** The delivery schedule shall not be extended and **Enertime** shall not reimburse **Supplier** for costs incurred as a result of any suspension attributable to **Supplier's** failure to comply with any provision of the Order or necessary for the safety of the Goods. Any request for extension of the schedule or for reimbursement of direct extra costs caused by such suspension shall be duly documented by **Supplier**.

**23.3** Upon notice from **Enertime**, **Supplier** shall promptly resume the performance of the Order.

### **24. Termination**

#### **24.1 Termination for default**

In the event of breach or total or partial non-performance by **Supplier** of any of its obligations set forth in the Order, not cured within 15 days following the issuance of a formal notice by **Enertime** referring to the non-performance or breach, **Enertime** is entitled to terminate the Order by registered letter with acknowledgement of receipt.

In this case, **Enertime** shall pay to **Supplier** the costs of the Goods delivered and accepted by **Enertime** and/or Services performed accepted by **Enertime** as full and final compensation. Such termination shall occur without prejudice to any other rights of **Enertime** for indemnification of the damages sustained by **Enertime**.

#### **24.2 Termination for convenience**

**Enertime** shall have the right to terminate the Order for convenience at any time by registered letter.

In this case, **Enertime** shall pay as a full and final compensation to **Supplier**:

- (i) the costs of the Goods/Services completed at **Enertime's** satisfaction and/or
- (ii) the work in progress duly supported as of the date of termination

that cannot be resold on the market, minus, where applicable, the amount of the installments already paid.

**24.3** **Supplier** shall, forthwith upon receipt of **Enertime's** notice, stop performance of the Order to the extent indicated in the notice.

**24.4** In any event of termination, **Supplier** shall, no later than fifteen (15) days after receipt of the notice of termination, refund and hand over to **Enertime** the following:

- a) all sums that have been paid to **Supplier** in advance or as down payment in excess of the work already accepted by **Enertime** as of the date of termination;
- b) the documents used for the performance of the Order, as well as all data, books, manuals, drawings, information, etc. established for **Enertime** under the Order (except **Supplier's** proprietary documents);
- c) title to and possession of the Goods and its constituting parts (including documents, drawings, data...), as it is, on the date of termination;
- d) possession of the equipment or materials provided to **Supplier** for incorporation in the Goods.

### **25. Force majeure**

**25.1** Any event of force majeure **Supplier** wishes to rely upon must be notified and duly documented in writing to **Enertime** within 72 hours after its occurrence. If the event of force majeure lasts for more than one month, **Enertime** may, upon mere notification sent to **Supplier**, automatically cancel or terminate the Order.

**25.2** The parties exclude strikes by the **Supplier's** staff or machine breakage from the definition of *force majeure*.

**25.3** In case of force majeure event, **Supplier** shall take all reasonable measures to mitigate the damages sustained by **Enertime**.

### **26. Governing law and jurisdiction**

**26.1** The interpretation and application hereof are governed by French law, to the exclusion of the application of the Vienna Convention on International Sales of Goods of 11 April 1980.

**26.2** In the event of a dispute, the parties shall endeavor to reach, in good faith, an amicable solution before starting any litigation.

## GENERAL TERMS AND CONDITIONS OF PURCHASE

Where no amicable solution can be found within sixty (60) days from the notice of dispute, the dispute shall be brought before the competent courts of Paris in France.

**26.3** However, notwithstanding any pending settlement of dispute, Supplier shall continue the performance of the undisputed part of the Order.

### **27. Miscellaneous**

**27.1** The Order constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede and cancel all prior agreements or understandings, whether oral or written.

**27.2** If any provision of the Order is judged invalid for any reason whatsoever, such invalidity shall not affect the validity of any other provision of the Order, and any such invalid provision shall be replaced by a similar provision deemed to be valid under the applicable law.

**27.3** No waiver of any of the provisions of the Order shall be effective, unless it is in writing and signed by both parties. Failure by Enertime to exercise or enforce any right or provision of the Order shall not constitute a waiver of such right or provision.

**27.4** The parties shall each carry out their respective obligations under the Order independently and not as agents for each other.

**27.5** Any publicity or communication to third parties concerning the Order shall be subject to **Enertime's** prior written approval.

**27.6** All communications between **Enertime** and **Supplier** shall be in French or English.

### **28. Import/Export Licenses**

**28.1** **Supplier** shall be responsible for identifying if any export license is required in any place where the Goods are to be manufactured, for any parts of the Goods, including import licenses for any materials and/or tools used by **Supplier**.

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

**28.3** The **Supplier** undertakes to provide **Enertime** with all documents necessary for **Enertime** to complete all administrative and customs formalities for the export of the Goods or the re-export of components of the Goods, including but not limited to references, customs codes, origin (certificates), quantities, dimensions and weight.

The **Supplier** shall be responsible for obtaining and maintaining, at its own expense, all licenses, visas, permits, customs formalities, certificates, administrative or governmental authorizations required to perform the Order.

### **29. Reciprocal integrity of Enertime and the Supplier**

**29.1** **Enertime** and the **Supplier** undertake to act with integrity towards each other in all matters relating to the Order.

### **30. REACH and ROHS regulations**

**30.1** The supplier undertakes to comply with REACH and ROHS regulations. A certificate of commitment and monitoring of compliance with these regulations will be sent to ENERTIME each time the SvHc list submitted for authorization is revised.