

1. DEFINITIONS

- **'Buyer'** means the company that has placed the Order.
- **'End Customer'** means the Buyer's customer.
- **'Know-how'** means information of whatever kind recorded in any form whatsoever which may or may not be protectable by a form of intellectual property and which either party had in its possession prior to execution of the Order or which either party thereafter acquired strictly independently of its execution of the Order.
- **'Order'** means the Buyer's Supply order and is comprised of the following documents, listed in order of priority: 1) the order and the special terms and conditions of purchase, as well as any amendments thereto, 2) the specifications, conditions of contract and drawings and 3) the General Terms and Conditions of Purchase.
- **'Price'** means the price of the Order, as defined in clause 5 below.
- **'General Terms and Conditions of Purchase'** means these General Terms and Conditions of Purchase.
- **'Supplier'** means the company with which the Order is placed and which has declared that it is qualified and that it has the expertise and all of the resources needed to execute the Order.
- **'Supply'** means some or all of the equipment, materials and parts (standard or specific) and/or the services which the Supplier must provide in accordance with the Order.

2. ORDER ACCEPTANCE

2.1 The Supplier must acknowledge receipt of the Order by dating, signing and stamping the Order form within fifteen (15) calendar days of the issue date. Failing this, the Buyer will be entitled to cancel the Order, without being required to pay an indemnity.

2.2 If the Supplier begins to execute the whole or part of the Order, dispatches the Supply or issues a request for a down payment or an invoice, the Supplier will be deemed to have unreservedly accepted all the terms of the Order, including these General Terms and Conditions of Purchase.

3. PRICE, INVOICING AND PAYMENT

3.1 The Price of the Order is the amount or amounts stipulated in the Order or the amount resulting from the price calculation formula stipulated in the Order. The Price is firm and fixed for the duration of the Order and may not be reviewed or adjusted due to a fluctuation in currencies and/or the price of materials. The Price takes account of all elements, storage costs, packaging costs, consignment costs, insurance, risks, profits and margins relating to the Order. No additional costs may be requested by the Supplier.

3.2 The Supplier must issue invoices according to the schedule set out in the Order. Each invoice must include the Order number, the exact quantity and a description of the Supply, the date and reference number of the delivery note and information on any other event that led to the issue of an invoice and be sent along with relevant supporting documents exclusively to the Buyer's registered address. The Buyer will not be liable for any late payment due to the Supplier's failure to comply with invoicing instructions.

3.3 Invoices are issued by the Supplier to the Buyer's name and sent to the address specified in the special terms and conditions of purchase, indicating the number and references of the Order. Provided that the contractual event generating the corresponding payment has occurred and is compliant with the Order and provided further that the documentation (if any) associated with the payment has been delivered and is compliant with the provisions of the Order, invoices are paid within the periods stipulated in the Order. Assuming penalties for late payment may be applied, they shall be calculated on the basis of rate equal to three times the French legal interest rate.

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4. IDENTIFICATION – PACKAGING/MARKING – SHIPMENT

The Supplier must comply with the provisions of Appendix 1, *Identification, Packaging, Marking, Shipment*.

5. DELIVERIES

5.1 Unless stipulated to the contrary in the special terms and conditions or in the Order, deliveries are on DDP (ICC 2010 Incoterms) site basis and include unloading.

5.2 If an event prevents the Buyer or the End Customer from receiving the Supply, the Buyer reserves the right to postpone the dispatch date or to request delivery in several instalments.

5.3 In such event, the Supplier must store and protect the Supply in an appropriate manner at its risk and expense for at least three months. Further checks may then be requested by the Buyer before the Supply is dispatched.

5.4 Each delivery or shipment must be dispatched along with the appropriate delivery note, completed as directed by the Buyer and in accordance with international trade standards. A list of packages and other certificates included must be attached to the delivery note and completed as directed by the Buyer.

6. TIME LIMITS

6.1 The time limits stipulated in the Order are mandatory and constitute a fundamental and determining condition of the Order. If it can reasonably determine that it will not be able to meet a time limit or it does not fulfil its obligations on time, the Supplier must immediately inform the Buyer thereof in writing. The Supplier must at its sole expense implement the necessary resources in order to make up for the delay when requested to do so by the Buyer, without prejudice to the latter's rights, and particularly dispatch the Supply using the quickest delivery method in order to meet applicable time limits and make up for the delay. If the Buyer can determine, based on reasonable evidences, that the Supplier will not be able to comply with the time limits stipulated in the Order, the Buyer may terminate the Order as per clause 17 below.

6.2 Unless previously agreed by the Buyer in writing or in the event of force majeure as defined in clause 23 below, penalties for delay will be applied should the Supplier fail to deliver on the dates or within the time limits stipulated in the Order. Unless stipulated to the contrary in the special terms and conditions of purchase, such penalties will be equal to 1% of the Price for each commenced week of delay and will be applied without notice at the rate fixed in the Order. The total amount of penalties for delay is capped at 10% of the Price.

6.3 Penalties for delay may be applied without prejudice to compensation for any damage or loss sustained by the Buyer as a result of a delay and without prejudice to the Buyer's right to terminate the Order as of right.

6.4 The Buyer may also, at its own discretion, terminate the Order as per clause 17 below, on account of a failure to meet the time limits stipulated therein.

7. CHANGE ORDER

The Buyer may ask to change the Order by adding, removing or changing the whole or part of the Supply. If a request to change the Order changes the Price and/or the time limits stipulated in the Order, the Supplier must immediately inform the Buyer in writing and stipulate the impact of the change, particularly on the Price and time limits. Any change order will be determined taking account the rates stipulated in the Order and the same price levels used to calculate the original Price. No change order will be effective until the Buyer has agreed thereto in writing.

8. COMPLIANCE

8.1 Compliance by the Supplier with the terms of the Order, particularly the terms regarding time limits, dates and compliance with applicable technical specifications, is an obligation to achieve the results contemplated in the Order. The Supplier also has a duty to provide advice and information.

8.2 The Supply must be (a) delivered in strict accordance with the terms of the Order (particularly the relevant performance and operating criteria and models, drawings and operating specifications), (b) delivered in accordance with the Buyer's requirements as set out in the Order or with its legitimate expectations, (c) new and manufactured using quality materials, (d) manufactured by competent, qualified personnel, (e) delivered in accordance with industry standards, (f) delivered in accordance with applicable standards, laws and regulations (including European REACH Regulation No 1907/2006, in respect of which the Supplier undertakes to comply with the provisions of Appendix 2, *REACH Regulation*) and (g) in accordance with the general principles laid out in the Global Compact (www.unglobalcompact.org) with which the Supplier declares itself to be familiar.

9. INSPECTIONS – CONTROLS - ACCEPTANCE

9.1 The Buyer and/or the End Customer may access the premises of the Supplier and its subcontractors (if any) in order to inspect, check and/or test the Supply using the Supplier's resources and at the latter's sole expense. The Buyer's inspection of the Supply, its approval or the fact that it does not issue any reservations will not exempt the Supplier from its contractual obligations in respect of the Order. The Supplier undertakes to respond to any questionnaire aimed at preparing for and planning the inspection work performed by the representatives of the Buyer and/or the End Customer.

9.2 The Supplier undertakes to facilitate an inspection of the Supply at any time during execution of the Order, including during design work.

Taking applicable legislation into consideration, it undertakes to inform the representatives of the Buyer and/or the End Customer of any risks and of applicable internal regulations and safety instructions and to ensure their safety during the performance of their work. Inspections (which will under no circumstances release the Supplier from its responsibilities or liability) will particularly be carried out in order to check the following:

- the progress and proper execution of the Order,
- the quality of the materials,
- compliance with the drawings, specifications, standards and requirements stipulated in the Order,
- the preparation of all documents that are required in the Order or that are simply needed to ensure the proper and complete execution of the Order.

If it appears during an inspection that the Supply does not conform to the Order or that it is defective, the Supplier must resolve the matter. The Supplier may not claim that a delay in the delivery of the Supply was due to an inspection.

9.3 Acceptance of the Supply must be recorded in an acceptance certificate that is dated and signed by the Buyer once the following conditions have been met:

- the apparent compliance of the Supply has been acknowledged,
- the results of tests carried out on the Supply reveal expected performance levels,
- the Buyer has in its possession all of the documents required in connection with the Order.

9.4 The Buyer may agree for the Supply to be accepted subject to reservations. In such event, by signing an acceptance report, the Supplier will be undertaking to remedy the problems or defects affecting the Supply within the time limit set by the Buyer. Once such time limit has expired, the Buyer will be entitled to arrange for the services to be provided by a company of its choosing at the Supplier's expense without notice. The cost of such services may be deducted from the outstanding amount owed by the Buyer to the Supplier, in which case such setoff will be made as of right, in accordance with clause 18 below.

9.5 The inspection, delivery or acceptance of the Supply will in no way reduce or have any effect on the Supplier's liability.

10 - Rejection

If the Supply does not conform to the terms of the Order, the Buyer is entitled to reject the whole or any part of the Supply. Without prejudice to its other rights, the Buyer may ask the Supplier to replace the rejected Supply at the Supplier's risk and expense. If the Supplier cannot comply within a time limit that is acceptable for the Buyer, the Buyer is entitled to cancel the whole or any part of the Order and to procure the Supply from another Supplier of its choosing, at the Supplier's expense. In such event, the Supplier undertakes to promptly reimburse to the Buyer any amounts received in connection with the Order or part of the Order that has been terminated and to retrieve the rejected Supply at its expense within seven (7) days of notification of the Buyer's rejection. Once this time limit has expired, the Buyer is entitled to return the Supply to the Supplier without notice, in which case all costs and risks will be borne by the Supplier. The cost of returning the faulty Supply and having it manufactured by a third party may be deducted from the amounts owed by the Buyer to the Supplier, in which case the relevant amounts will be offset as of right, in accordance with clause 18 below.

11. RISK AND OWNERSHIP

11.1 Notwithstanding clause 5, the risk of loss or damage to the Supply will be transferred to the Buyer upon acceptance thereof, in accordance with clause 9 above.

11.2 Ownership of the Supply will be transferred to the Buyer upon the Order's acceptance by the Supplier as per clause 2. The Supplier undertakes to set aside each of the parts included in the Supply in the name of the Buyer as and when they are manufactured, such that they cannot be confused with its own stock or other parts to be delivered to third parties. The Buyer reserves the right to ask the Supplier to produce original certificates of ownership which indicate that the Supply is the 'Property of the Buyer'. The Supplier undertakes to ensure that its subcontractors also comply with these provisions.

11.3 No retention of title clause may be enforced against the Buyer.

12. GUARANTEE

12.1 The Supplier guarantees that the Supply will comply with the Order, as stipulated in clause 8 Compliance and that it will not be defective or non-compliant. Without prejudice to the guarantees provided for by law, this guarantee will cease to apply on the latter of the following dates:

- twenty-four (24) months following acceptance of the Supply in accordance with clause 9 Acceptance, or
- thirty-six (36) months from delivery of the Supply in accordance with clause 5, Deliveries.

12.2 Pursuant to this guarantee, the Supplier undertakes to promptly disassemble, replace, repair or correct the whole or any part of the Supply that does not conform to the Order or that is defective at its expense when requested to do so in writing by the Buyer. If it fails to do so, the Buyer may arrange for the Supply to be disassembled, replaced, repaired or corrected by a third party and ask the Supplier to reimburse the costs incurred in that regard. The Supplier shall bear all of the costs and expenses incurred in connection with its guarantee, including the cost of parts, labour, disassembly, re-assembly, consignment (including customs taxes and duties), packaging as well as the cost of disassembling and re-assembling surrounding parts affected by the defect, whether such costs are incurred by itself or the Buyer. The Buyer may offset such costs as of right against outstanding amounts owed to the Supplier, in accordance with the terms and conditions set out in clause 18 Setoffs below.

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12.3 Parts that are replaced, repaired or corrected are covered for a further twenty-four (24) month guarantee from the date the replacement, repair or correction is accepted. If, during the guarantee period, the Supplier, the Buyer or the End Customer is compelled due to timing reasons to replace faulty parts with parts taken from the stock of spare parts, the said parts will be replaced by the Supplier without charge, in accordance with clause 12.2.

12.4 The Supplier hereby agrees for its guarantee to be transferred to the End Customer provided it is notified thereof by the Buyer in writing.

12.5 If the End Customer asks the Supplier to implement its guarantee obligation, the Supplier undertakes to so notify the Buyer within 48 hours.

12.6 Repairs and/or replacement that must be made pursuant to the guarantee and which, either do not require the intervention of the Supplier on site, or must be implemented urgently may be made in the appropriate workshops or on site by the Buyer, the End Customer or an external company appointed by the Buyer or the End Customer, at the Supplier's expense.

12.7 if the Supplier refuses to fulfil or delays the fulfilment of its guarantee obligations or fails to act diligently, the Buyer, the End Customer or an external company appointed by the Buyer or the End Customer may make the necessary repairs or changes at the Supplier's expense and risk if a formal notice to perform remains without effect for seven (7) days.

13. SPARE PARTS

Unless stipulated to the contrary in the special terms and conditions or in the Order, the Supply includes the spare parts needed in order to resolve any incidents that might occur during assembly and start-up.

On the date indicated in the schedule or, if no such date is indicated, within one month of the date of the Order, the Supplier shall issue the definitive list of spare parts needed in order to maintain the Supply under normal conditions for at least two years.

The Supplier undertakes to ensure that spare parts are available for at least ten years from the date of delivery of the Supply. If the Supplier is no longer able to supply spare parts for whatever reason, including due to the discontinuation of the whole or any part of its business, it undertakes to provide the descriptions, drawings, specifications, models and tools to the Buyer so that that latter may arrange to procure such supplies.

14. INSURANCE

The Supplier and its subcontractors undertake to take out and/or to maintain for the duration of the Order a commercial general liability insurance policy covering third party liability (public liability) and product liability, for a limit of not less than EUR one million (€ 1,000,000) per claim (on the understanding that this sum does not limit the Supplier's liability).

The Supplier must provide the Buyer upon request with the corresponding certificate of insurance containing an indication of the sums insured and the applicable excesses (if any).

15. SUSPENSION

The Buyer reserves the right to suspend execution of the Order at any time without owing the Supplier any costs that may arise as a result thereof if the Order is suspended for less than six (6) months. If the suspension exceeds the aforementioned six-month period, the parties shall meet in order to determine whether or not to pursue the Order.

16. TERMINATION FOR CONVENIENCE

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The Supplier acknowledges that the Buyer may for convenience terminate the whole or any part of the Order in writing at any time after the Order has taken effect. On the date set by the Buyer, the Supplier shall stop performing any activity related to the Order and undertakes to protect and maintain the equipment and materials intended for the Order in their current condition. The Supplier shall deliver to the Buyer all of the equipment and materials used in whole or in part in connection with the Order. The total amount payable to the Supplier in such case shall not exceed the amount of expenses reasonably incurred and for which supporting documents are provided and is reimbursable upon the presentation of paid invoices. Any and all sums received as a down payment/advance or interim payment must be deducted from the above mentioned total amount. The difference must be reimbursed by the debtor to the creditor according to the statement of account. The total amount covers any and all damages; the Supplier agrees not to take any action against the Buyer for additional claims, in particular for the loss of profit.

17. TERMINATION FOR BREACH

If the Supplier fails to fulfil any obligation or obligations in connection with the Order, the Buyer may terminate the whole or any part of the Order as of right, without the need to carry out any formality, or have the Order executed, in whole or part, by a third party company at the Supplier's expense if a formal notice in writing remains without effect for seven (7) days, without prejudice to all of the other rights and remedies available to the Buyer. The Supplier shall promptly provide the Buyer with all of the equipment and materials acquired, as well as the products created in whole or in part in connection with the Order.

18. SETOFFS

The parties expressly agree that the Buyer may set off amounts owed to the Supplier against penalties, debts and indemnities of whatever kind owed by the Supplier to the Buyer after having formally notified the Supplier thereof in writing.

19. FORCE MAJEURE

19.1 If an unforeseeable, unavoidable event occurs that is beyond the control of one of the parties to the Order and which prevents that party from fulfilling its obligations in connection with the Order, the Order will be immediately suspended provided that the party affected by the force majeure event so informs the other party in writing within three working days of occurrence thereof, indicates the estimated duration of the event and produces reasonable corresponding evidence of the event in writing. No strike involving solely the personnel of the Supplier or its subcontractors will constitute a force majeure event.

19.2 The affected party must take all necessary measures in order to minimise the consequences of the force majeure event as much as possible.

19.3 The parties agree that the Supplier's right to extend the time limits imparted to it in the Order as a result of the force majeure event will in no way affect the Buyer's right to terminate the Order at any time in accordance with clause 16 Termination for Convenience.

19.4 If the force majeure event persists for more than fifteen (15) consecutive calendar days, the parties shall meet in order to discuss possible solutions.

20. CONFIDENTIALITY

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20.1 The Supplier must keep confidential all information acquired from the Buyer and/or the End Customer in connection with the Order and take such steps as to ensure that third parties also keep such information confidential. It agrees not to use such information for any purpose other than to execute the Order and not to produce the Supply it has been commissioned to deliver for any other party. Such information may not be published or disclosed without the prior written consent of the owner thereof. If the Supplier is required to disclose such information to third parties in order to execute the Order, it must procure the same confidentiality undertakings from such third parties.

20.2 Under no circumstances may the Supplier refer to the Buyer or specifically use photographs of the Buyer's installations for its advertisements or commercial literature without the Buyer's prior written permission.

20.3 Notwithstanding the termination, cancellation or complete execution of the Order, the provisions of clause 20 will remain in force for five (5) years from the date of termination or completion of the Order.

21. INTELLECTUAL PROPERTY AND KNOW-HOW

21.1 The Buyer and the Supplier remain the exclusive owners of their Know-how. However, the Supplier hereby grants a royalty free, transferable licence to use any intellectual property rights relating to its Know-how that are needed in order to use the Supply and/or the contract entered into between the Buyer and the End Customer.

21.2 The Buyer remains the owner of all intellectual property rights and corresponding rights to use any improvements it makes to the Supply.

22. QUIET ENJOYMENT

22.1 The Supplier warrants that the Buyer will have peaceful and undisturbed possession of the Supply, which must not be encumbered by any right, pledge, security or lien.

22.2 The Supplier agrees not to use the intellectual property rights of a third party in order to execute the Order without the prior written permission of the relevant third party. Any fees or royalties payable in order to use such rights must be paid exclusively by the Supplier.

22.3 The Supplier shall hold the Buyer harmless from and against any claim or complaint by a third party on the basis of infringement or a violation of its intellectual property rights and shall compensate the Buyer for any consequences that arise from any such claim or complaint.

23. TRANSFER - SUBCONTRACTING

As the Order is being placed on 'intuitu personae' basis, the Supplier agrees not to howsoever transfer or assign the Order or to subcontract the whole or any part of the Order, either without charge or in return for payment, without the prior written permission of the Buyer. In all cases, the Supplier will be solely responsible towards the Buyer for the proper execution of the Order. The Supplier must prohibit any subcontractors from further subcontracting the services entrusted to them unless the Buyer gives its prior written permission for them to do so.

24. NO WAIVER

Failure of the Buyer to rely on a provision of the Order should not be construed as a waiver by the Buyer to enforce that provision.

25. SEVERABILITY

If any provision or provisions of the Order are null, invalid or illegal, the other provisions of the Order will not in any way be affected thereby. The parties undertake to promptly agree in good faith on the adjustments required pursuant to amendments to the Order.

26. DISPUTES

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26.1 The Order is governed by French law (even if it is placed outside France), to the exclusion of conflict of laws rules. The Commercial Court of Paris has exclusive jurisdiction to hear any dispute that arises in connection with the Order. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980 does not apply to the Order. The Buyer chooses its registered office as its address for service.

26.2 The Supplier may not under any circumstances rely on the existence of a dispute with the Buyer or a third party to suspend, modify or delay the fulfilment of its obligations.

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APPENDIX 1

IDENTIFICATION, PACKING, MARKING, SHIPMENT

1 - IDENTIFICATION

Each part or sub-assembly of the Supply that can be handled separately must be identified by one of the following, as requested by the Buyer or recommended by the Supplier:

- a label indicating the Buyer's Order number, the item number, possibly the assembly drawing and marking numbers or any information included in the Order or that can be used to identify the part,
- cold stamping or paint marking of the information listed in the previous paragraph.

If the conditions for identifying parts are not met, equipment identification costs will be borne by the Supplier or deducted from payments due.

2 - PACKING – MARKING

Unless stipulated to the contrary, the Supplier is responsible for the design and completion of packing and marking operations that must be carried out according to the type of equipment involved, the method of transport, the place of destination and constraints relating to such destination (e.g. standard ISPM15).

Packing for the Supply must be such that it cannot deteriorate as a result of climatic conditions, handling, transport, storage, impact, vibrations, etc. The Supply must be packed, marked and prepared for dispatch in accordance with relevant best practices, standards and international regulations to ensure that it reaches the destination named in the Order under the best possible conditions.

Like the Supply itself, all packing and marking may be inspected by the Buyer's representatives, its customer or any organisation acting on their behalf. Such inspections will in no way release the Supplier from liability.

The Supplier shall indicate its instructions as regards the lifting, moving and shipment of the Supply on all packages or containers and clearly indicate the storage and transport precautions that must be taken. On each package or container, the Supplier shall affix information relating to the shipment, the Order reference, the dispatch date, the name and address of the carrier as well as any other information provided by the Buyer.

The equipment must be safely loaded and secured in a wagon, container or truck in accordance with industry standards.

The Supplier will be solely liable for any damage or loss caused to the Supply owing to a lack of protection (e.g. Tectyl), secure loading, packing or marking. Any and all additional costs incurred due to a lack of packing, inadequate packing, incorrect or lack of information or marking will be borne by the Supplier.

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3 - SHIPMENTS

3.1 - Shipments

The Supplier shall inform the Buyer once the equipment has left the Supplier's premises, by sending a shipping advice or collection notice.

- Direct deliveries

If a shipment is dispatched from the Supplier's premises (or the premises of its subcontractors) directly to the site of installation or to the End Customer, the Supplier shall prepare the detail of contents, according to the condition in which the Supply is being dispatched, on the 'package inventories', 'shipping lists' or similar forms.

The Supplier shall provide these package inventories to the Buyer. After verification, they will constitute the 'final packing lists'. A copy of the package inventory, shipping list or similar document must be affixed to each package prior to dispatch.

Upon receipt of the 'final packing lists', the Buyer's shipping department shall give the Supplier instructions as to how the packages should be marked (if such information has not already been provided), which documents should be provided and the delivery method and address. The Supplier must strictly comply with the instructions received, even if it knows the address to which the Supply should be sent, it must await all relevant instructions from the Buyer.

- Shipments to the Buyer's suppliers or storage warehouse

The packing list must be prepared on the Supplier's forms. The Supplier must ensure that the Order contains all relevant information on the address of delivery or if necessary request such information in a timely manner.

The Supplier must strictly abide by the instructions regarding information to be included on the shipping documents.

All costs that arise as a result of a shipment delivered to the wrong address or as a result of incomplete documents will be charged to the Supplier.

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APPENDIX 2

REACH REGULATION

INTRODUCTION

- a) REACH Regulation No 1907/2006 (hereinafter 'REACH') concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals came into force on June 1, 2007. It concerns the registration and assessment of substances available on the European market and aims to protect human health and the environment.
- b) Suppliers of equipment, products and substances that market their products in the European Economic Area are all concerned by REACH, either directly or indirectly. Taking REACH into consideration allows the Supplier to:
 - guarantee the sales of its supplies on long term basis,
 - allow the Buyer to continue to use the supplies according to the Buyer's own processes,
 - failing to the above, to notify the Buyer of the need to find alternative supplies as soon as possible.

1. Applicable Provisions if the Purchase Order is related to "Articles"¹ within the meaning of REACH

- 1.1 If the Supply contains a Substance that is already included in the "candidate list"² when the Order is entered into, the Supplier undertakes to inform the Buyer if the candidate substance has a weight of more than 0.1% compared to the total weight of the Supply.
- 1.2 If a Substance included in the delivered Supply is added to the "candidate list" after the Order has been awarded, the Supplier shall provide the above information within thirty (30) days of publication of the updated "candidate list" that includes the relevant Substance. The Supplier must provide a sufficient amount of information for the Supply to be used safely. This obligation will cease to apply if the updated "candidate list" that includes the Substance is published more than twelve (12) months after the Supply was delivered.
- 1.3 If, further to a regulation to authorise or restrict a Substance present in the Supply, the Supplier decides to change the composition of the Supply or to stop the sales of the Supply, the Supplier undertakes to inform the Buyer six (6) months prior to the implementation of such decision.

2. Applicable provisions if the Order is related to the purchase of a "Substance" or "Substances" within the meaning of REACH³

- 2.1 Regarding the registration of Substances, the Supplier:
 - warrants the Buyer that the Substances provided in connection with the Order that are subject to REACH were registered as required between 1 June and 30 November 2008. The Supplier also warrants the availability of the pre-registration number and provide the latter to the Buyer,
 - undertakes to give the Buyer six (6) months' notice of any decision to take a Substance or preparation provided in connection with this Order off the market,

¹ Any manufactured product (joints, engines, electronic goods, etc.).

² Substances "of very high concern" due to their carcinogenic, mutagenic, persistent, liable to bioaccumulate or toxic properties, etc.. This list is updated twice a year. Some of these substances will ultimately be listed in Annex XIV to the REACH Regulation as substances subject to authorization (i.e. forbidden substances unless specific authorisation for a limited period of time).

³ Substances such as solvents, paint, grease, oil, fluids, etc.

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- undertakes to check that the use of the Substance is or will be covered by the registration, whether the Supplier is directly involved in the registration process or an upstream supplier is responsible for registration.
- 2.2 For Substances which are or will be in the candidate list:
- if the Substance is already included in the “candidate list” when the Order is awarded, the Supplier undertakes to include this information on the Safety Data Sheet,
 - if the Substance is included in the “candidate list” after the Order was awarded, the Supplier shall provide the relevant information within thirty (30) days of publication of the updated “candidate list” including that Substance. The Supplier must provide a sufficient amount of information for the Substance to be used safely. This obligation will cease to apply if the updated “candidate list” that includes the Substance is published more than twelve (12) months after the Substance was delivered.
- 2.3 With respect to Substances that are subject to authorisation or restriction, the Supplier undertakes to:
- provide substances that have been duly authorised for the uses identified by the Buyer where such substances are listed in Annex XIV of the Regulation. The Supplier shall provide the relevant authorisation number in the Safety Data Sheet,
 - provide the Buyer with substances and preparations complying with applicable restrictions where said substances are listed in Annex XVII of the Regulation,
 - If, further to a regulation to authorise or restrict a Substance present in the Supply, the Supplier decides to change the composition of the Supply or to stop the sales of the Supply, the Supplier undertakes to inform the Buyer six (6) months prior to the implementation of such decision.

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APPENDIX 3

FIGHT AGAINST CORRUPTION

The Supplier acknowledges and agrees that any payment made by the Buyer to the Supplier as part of the Order will be fully and exclusively for the payment of the Services provided by the Supplier in relation to the order.

1. The Supplier acknowledges that he is fully aware of the OECD Convention on the Fight against Corruption in International Business Transactions, signed December 17, 1997 and undertakes to refrain from acting in a manner which would constitute a violation of this Convention.
2. Particularly in accordance with the 10th principle of the United Nations Global Compact, the Buyer strictly prohibits any “bribe” and any active or passive corruption in its internal and external relations, whether in the public or private sector. The Supplier confirms its understanding and full commitment to this policy.
3. The Supplier is committed to:
 - (a) Comply with all applicable regulations (laws, decrees, regulations or other) on corruption,
 - (b) Refraining from, directly or indirectly, offer, promise, give, accept or receive any undue pecuniary or other advantage of any kind, to anyone, that would constitute a violation of the above regulations, (or implied that they will or might do any such thing at any time in the future) in any way connected with the Order,
 - (c) Ensure that any person employed by it or by its subcontractors or its suppliers, as part of the Order be informed and also complies with the provisions of this Appendix,
 - (d) Promptly report to the Buyer any request for any undue pecuniary or other advantage of any kind received by the Contractor or its subcontractors in connection with the processing of the Order.
 - (e) Promptly notify the Buyer of any breach or suspected breach of the obligations under this Appendix.