

**SPIE HIGH COMPLEXITY GENERAL CONDITIONS OF CONTRACT FOR PURCHASE OF GOODS AND SERVICES ASSOCIATED**

## 1. GENERAL

1.1. These are the terms and conditions referred to in the Purchase Order overleaf, attached or forwarded separately.

### 1.2. Definitions

- a) **Affiliate(s)** means in relation to any company, at any time, any other entity: in which such company directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote; or which directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote of such company; or of which an entity as mentioned above controls directly and indirectly more than fifty percent (50%) of the registered capital or rights to vote.
- b) **Agreement** means these General Conditions, together with the Purchase Order and the Special Conditions, if any.
- c) **Agreement Price** means the price defined in the Purchase Orders.
- d) **Annex(es)** means one or more documents that constitute an immediate extension of the Agreement.
- e) **Applicable Laws** means all laws, ordinances, rules, regulations, by-laws, decrees, orders and the like, whether of governmental, federal, national or local authority or other agencies or other authority having jurisdiction over the Parties and/or the Goods/Services or any of them and which are or may become applicable.
- f) **Article(s) and Sub-Article(s)** means a unique section that addresses specific need, privilege, right, deadline, duty and/or obligation for the performance of the Work.
- g) **Change Order(s)** means any written instruction given by SPIE to the Supplier to vary the Work and/or the Schedule of the Purchaser Order and/or the Special Conditions.
- h) **Claim** means any loss, damage, claim, expense or demand of any kind or character, whether in contract, at common law, in equity or pursuant to any statute or law.
- i) **Code of Ethics** means SPIE Group business policies and codes which provide principles and commitments on the proper conduct to adopt when doing business, to target anti-corruption cases, to comply with competition laws, to identify suspicious financial operations, to safeguard assets and to avoid conflict of interests.
- j) **Completion Date** means the date specified in the Purchase Order and/or the Special Conditions by which the Supplier is to have completed delivery of Goods and/or completed the Services.
- k) **Effective Date** means the date on which the Agreement has been signed.
- l) **End Client** means any client of SPIE has entered into the End Contract with.
- m) **End Contract** means a contract entered into by SPIE whereby SPIE will utilise the Goods/Services in performance of that contract or where SPIE procures the Goods and/or executes Services on behalf of the party with whom SPIE has entered into that contract.
- n) **Family Member** means Public Official's spouse; the Public Official's and the spouse's grandparents, parents, sibling, children, nieces, nephews, aunts, uncles, and first cousins; the spouse of any of these people, and any other individuals who share the same household.
- o) **Force Majeure** means the effective occurrence of any act/event which is unforeseeable, insurmountable and outside the control of the Supplier and/or SPIE and which renders the Supplier and/or SPIE unable to comply with whole or part of its/his obligations under the Purchase Order and/or the Agreement, including but not limited to, act of God, industrial action, embargo, boycott, delay by freight company, flood, fire, war, civil unrest, acts of terrorism, abduction of personnel, adverse weather, decrees or orders or other Government intervention or any other cause outside the reasonable control of the parties. However, Force Majeure shall not include events such as insolvency of the Supplier, strikes, lockouts or other industrial disputes or actions, between the Supplier and/or the Supplier's sub-vendors (or subcontractors) and his or their employees.
- p) **General Conditions** means the present General Conditions of Contract for Purchase of Goods and Services associated.
- q) **Goods/Services** means the equipment, materials or services sold by the Supplier to SPIE, as more particularly described in the Purchase Order and/or the Special Conditions.
- r) **Gross Negligence** means any act or failure to act (whether sole, joint or concurrent) which is reckless disregard of or indifference to harmful, avoidable and reasonably foreseeable consequences.
- s) **Intellectual Property** means a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent application, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof; b) all marks, including trademarks, service marks, logos, slogans, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; c) all writings and other works subject to copyright protection, copyrightable works, all copyrights, and all design rights; d) all database rights; e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications); f) all computer software (including data, disks, licenses and related documentation); g) all web sites and domain names, and the

- t) contents of all such web sites ; and, h) any and all copies and tangible embodiments thereof (in whatever form or medium) Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- u) **Notice of Termination** means any document sent by SPIE to the Supplier to notify termination of the Agreement and/or Purchase Order.
- v) **Parties** means SPIE and the Supplier and Party shall be construed accordingly.
- w) **Principal** means each owner (partner or shareholder) of any Party, each member of the board of directors of the Party, each officer or managing director of the Party, each individual who is a beneficial owner of the Party or each individual who is able to exercise control over the Party through any arrangement, and each individual (employees and consultants) working for the Party who is principally responsible for operations and/or activities under the Agreement and/or the Special Conditions.
- x) **Public Official** means a) anyone who performs public functions in a legislative, judicial, or administrative capacity; b) anyone acting in an official capacity for or on behalf of (i) a national, regional or local government, (ii) an agency, department or instrumentality of a national, regional or local government, (iii) a government-owned or government-controlled or government-participated company, (iv) a public international organization such as the European Bank for Reconstruction and Development, the International Bank for Reconstruction and Development, the International Monetary Fund, the World Bank, the United Nations or the World Trade Organization, or (v) a political party, member of a political party, official or candidate for political office. c) anyone in charge of providing a public service, i.e., whoever performs a public service for whatever reason, where public service means an activity that is governed in the same way as a public function, except that the power vested in the latter is absent. The performance of basic ordinary tasks and exclusively manual work is excluded.
- y) **Purchase Order** means the purchase order document attached to these General Conditions.
- z) **Sanctioned Entity** means any person or entity (a) listed, or owned or subject to direct or indirect control by any person or entity listed, on the Sanctions Lists and in respect of whom the performance of an obligation would be prohibited or subject to restrictions (including subjecting any Party to the risk of fines or penalties) or authorisation licensing requirements by virtue of sanctions laws or (b) any person or entity resident or organised in any country or territory that is the target of comprehensive Sanctions; or (c) any person fifty percent (50%) or more owned (individually or in the aggregate) or subject to direct or indirect control by a Sanctioned Entity or someone acting on behalf of a Sanctioned Entity.
- aa) **Sanctions Lists** means any person or entity that is the target of Sanctions, (including (a) any person, entity or vessel identified in any list of designated parties maintained by any government entity under its Sanctions, including but not limited to the United Nations Security Council ("UNSC"), or by any UNSC Sanctions Committee, by the Office of Foreign Assets Control of the United States Department of the Treasury (including the Specially Designated Nationals and Blocked Persons list), and/or by the United States Department of State, the United States Department of Commerce, by the European Union (including the consolidated list of persons, groups and entities subject to European Union financial sanctions), or by HM Treasury or lists created by other jurisdictions that are directly applicable to the Parties.
- bb) **Schedule** means the timing for the Services and/or Goods to be performed by the Supplier pursuant to the Purchase Order.
- cc) **Special Conditions** means the document including any conditions derogating from the Purchase Order and the General Terms and Conditions.
- dd) **SPIE** means the SPIE Global Services Energy entity legally entering into this Agreement as nominated in the Purchase Order and/or the Special Conditions.
- ee) **SPIE Group** means SPIE SA, SPIE Operations and any other entity which SPIE is owed by.
- ff) **Standard of Practice** means the reasonable standards, methods, skills, care, techniques, principles, and practices that are recognized and generally accepted in the international oil, gas, petrochemical industry and energy industry for projects or similar Goods and/or Services.
- gg) **Supplier** means the entity named as such in the Purchase Order.
- hh) **Wilful Misconduct** means the wilful disregard to harmful, avoidable and reasonably foreseeable consequences.
- ii) **Work** means all activities that the Supplier is required to carry out under the Agreement including provisions of Goods and/or Services, as well as everything necessary for the provision of such in accordance with the Agreement.
- 1.3. Headings and sub-headings are not part of these General Conditions.

## 2. THE AGREEMENT

- 2.1 In case of conflict between the provisions of the different Agreement documents, the Purchase Order and/or the Special Conditions shall prevail, followed by the General Conditions.

SPIE enters into any purchase of Goods/Services by referencing these General Conditions in a Purchase Order or other written communication.

These General Conditions, together with the Purchase Order and/or Special Conditions constitute the entire Agreement entered into by SPIE with the Supplier mentioned in the Purchase Order.

## 2.2 Conditions to Prevail

These General Conditions will prevail in any conflict between these General Conditions and the terms of any offer or acceptance by the Supplier, including any terms in the Supplier's conditions of sale or in any document provided with acceptance by the Supplier of the Purchase Order even if such acceptance is provided after the date of the Purchase Order.

## 2.3 Acknowledgement of receipt

The Supplier shall acknowledge acceptance or rejection of the Purchase Order in writing within five (5) Days of receipt.

In case the Supplier does not send acceptance or rejection of the Purchase Order in writing within the five (5) days period, SPIE shall be entitled to cancel and terminate the Purchase Order without any liability for SPIE.

In any event if, **(i)** the Supplier commences performance of the Purchase Order in any manner, **(ii)** sends any invoice or **(iii)** accepts any payment in relation to the Purchase Order, the actions listed from (i) to (iii) constitute unconditional acceptance of the Purchase Order.

## 2.4 Interpretation

In the event of any conflict between the provisions of the Purchase Order, the Agreement documents shall be given priority in the following order:

- Any Special Conditions agreed between the Parties and constituted in writing;
- the Purchase Order;
- the General Conditions;
- Annexes to the Purchase Order in the order they are listed, unless stated otherwise.

## 3. GOODS TO BE SUPPLIED AND SERVICES TO BE PERFORMED BY THE SUPPLIER

The Supplier agrees to sell to SPIE the Goods and/or the Services to be performed listed in the Purchase Order and/or the Special Conditions in accordance with the Agreement.

## 4. MODIFICATION OF THE AGREEMENT AND/OR THE PURCHASE ORDER

### 4.1 General

Any modification to the Agreement and/or the Purchase Order must be set out in a written amendment/Change Order to the Purchase Order.

## 4.2 Change Orders

SPIE may issue a Change Order/a written amendment to the Supplier to alter the Schedule, to amend, omit, add to, or otherwise change the Goods/Services or any parts thereof.

The Supplier shall carry out the Change Order only upon receipt of written Change Order and continue to be bound by the provisions of the Agreement. The value of each Change Order shall then be added to or deducted from the Agreement Price, as appropriate, agreed unit prices shall continue to apply.

The Change Order shall, as the case may be, express the amount of time by virtue of which the Schedule shall be shortened or extended.

The Supplier shall not postpone or delay the performance of a Change Order on the grounds of dispute, or that it is subject to acceptance by the Supplier, or agreeing to the value amount, and/or time extension to Schedule.

## 5. MARKING AND QUALITY ASSURANCE OF THE GOODS

### 5.1 Marking

For each pack or item that is purchased "unpackaged", the Supplier shall have a label or information affixed to it, including the production reference and description given by SPIE through written instruction once the Goods are ready to be sent to SPIE by the Supplier.

### 5.2 Quality Assurance

The Supplier undertakes to carry out a series of checks on the packages and Goods in their entirety and in accordance with the Purchase Order and/or the Special Conditions.

These checks include, among others:

- A check of the original manufacturer's or the Supplier's labelling,
- A verification of the conformity of the ordered parts based on the Purchase Order (exact quantities and references).

The Supplier shall be responsible for the quality and conformity of the Goods, listed in the Purchase Order, that will be shipped to the place of delivery as specified in the Purchase Order and/or the Special Conditions.

## 6. PACKING

The Goods must be packed to ensure their safe delivery to the place of delivery as specified in the Purchase Order and/or the Special Conditions.

The Supplier undertakes to pack the Goods on its own premises or by using a third-party packer.

The Supplier or the third-party packer appointed by the Supplier undertakes to comply with the technical and functional characteristics of the specifications of the French regulation "Syndicat de l'Emballage Industriel" (S.E.I.L.A.) or equivalent regulations applicable in the country where the Goods are packed and/or, in the case of regulated or dangerous products, in accordance with the special regulations governing the chosen mode of transport. Thus, for the export of dangerous goods, the Supplier or the third-party packer will issue a dangerous goods declaration if so, required by the regulations.

Unless otherwise stipulated in the Special Conditions, prices shall include the cost of packing and the cost of loading, unloading and stowing Goods onto trucks or lorries.

These operations shall be the responsibility of the Supplier, who shall adapt the packing to the conditions of carriage and the delivery and handling of Goods, while endeavouring to limit the cost of treating waste packing.

Each shipment shall be dispatched to SPIE along with a detailed delivery note or packing note indicating the references listed in the order as well as an indication of weight and volume.

All packages must contain a copy of the delivery note.

## 7. DELIVERY

### 7.1 Time, Place and Manner

Subject to Sub-Article 7.2, delivery of the Goods/Services associated (if applicable) must be made at the time, place and in the manner, specified in the Purchase Order and/or the Special Conditions.

In the event of international shipment, the Supplier undertakes to take charge of the shipment of the Goods according to the chosen Incoterm to the address specified in the Purchase Order.

The Supplier shall deliver at its own cost and risk in accordance with the terms of the Purchase Order and/or the Special Conditions.

Unless agreed otherwise, unloading operations are at the Supplier's expense. The latter undertakes to respect or ensure respect for the delivery procedures specified in the Purchase Order as well as the safety instructions in force at the delivery site(s).

### 7.2 Delivery and performance deadlines

By accepting a Purchase Order and any amendment/Change Order thereto, the Supplier shall be expressly and irrevocably bound to meet the delivery deadlines fixed in the Purchase Order and/or the Special Conditions amended or not, to comply with the agreed Schedule for the delivery of Goods and/ Services associated (if any) and the provision of the documents required in connection with the Purchase Order, if any.

The Supplier shall inform SPIE in writing of any incident likely to delay the execution of a Purchase Order as soon as possible, on the understanding that the Supplier's liability shall not be discharged as a result of such notice.

If a delivery of the Goods is delayed due to an act or omission attributable to the Supplier or to the Supplier's suppliers/sub-contractors, SPIE reserves the right to arrange for the delayed Goods to be delivered to the end destination by a third party and the additional costs incurred in that regard shall be borne by the Supplier, in addition to Sub-Article 7.3.

If the performance of the Services is delayed due to an act or omission to the Supplier or to the Supplier's suppliers/sub-contractors, SPIE reserves the right to arrange the Services to be executed by a third party and the additional costs incurred in that regard shall be borne by the Supplier, in addition to Sub-Article 7.3.

### 7.3 Liquidated damages for failure to meet delivery and performance deadlines

Failure to meet delivery deadlines shall result in the automatic application of liquidated damages for late delivery and/or late performance, as defined in the Purchase Order and/or the Special Conditions.

Unless otherwise specified in the Special Conditions, the liquidated damages shall be one percent (1%) of the total Purchase Order price per calendar day of delay.

The Supplier agrees that any liquidated damages can be deducted from outstanding amounts owed to the Supplier.

The application of such liquidated damages shall not preclude any other claim for damages, such as Bank Guarantees, nor shall it discharge the Supplier from its duty to perform its obligations under the Agreement.

Similarly, termination of the Agreement and/or Purchase Order, as provided under Article 23 below, shall not preclude the application of liquidated damages for late delivery and performance owed prior to the termination.

### 7.4 Delivery Procedure for Goods

The Supplier undertakes to comply or procure compliance with the delivery procedures specified in the Agreement.

The conformity of a Purchase Order depends on the receipt of the Goods corresponding to the specifications issued by SPIE (where applicable), but also on the correct receipt of the documents and information necessary for the export of the Goods mentioned in the Purchase Order or the Special Conditions and the correct use of the Goods.

Thus, before shipping the Goods to SPIE, the Supplier undertakes to provide the following information and documents in due form:

- Packing list: weights and volumes, with no indication of price

- Information about the country of origin (if specifically requested by SPIE, a certificate of origin drawn up by a recognised organisation)
- Customs codes (HS code)
- Certificates of conformity (on express request from SPIE)
- Technical data sheets (where applicable)
- Safety data sheets (in case of goods classified as dangerous).

Partial or early deliveries will only be accepted with the prior written agreement of SPIE.

## 8. PROGRESS

Until such time as delivery and/or performance is complete, the Supplier shall provide SPIE with the necessary information on progress made in the form of timetables, progress reports and reports by the inspectors of its suppliers'/sub-contractors' workshops. The Supplier may be asked to provide a copy of the sub-orders it has placed to enable SPIE to check the progress thereof.

The Supplier shall remain solely and wholly liable for the performance of any services/work entrusted to its suppliers/sub-contractors.

## 9. DRAWINGS, DOCUMENTS AND NOTICES

By accepting the Purchase Order, the Supplier acknowledges having received from SPIE all information that it requires to execute the Purchase Order.

The Supplier undertakes to provide the drawings, maintenance notices, user guides and catalogues of spare parts required in order to assess, assemble, commission and maintain the Goods, including information on personal safety and the protection of property and the environment, within the time limits specified in the Purchase Order and/or the Special Conditions and, in any event, no later than at the date of delivery of the Goods.

The Supplier undertakes to provide the applicable legal or technical information concerning the handling and treatment of waste produced by the use or disposal of the Goods.

Should the Supplier fail to provide the relevant drawings, documents or notices within the agreed time, all payments shall be suspended until said drawings, documents or notices are provided to SPIE by the Supplier.

## 10. PRICE FOR WORKS

10.1 SPIE must pay to the Supplier the prices for the Goods and Services associated as stated in the Purchase Order. Unless expressly stated otherwise in the Purchase Order and/or the Special Conditions, by use of Incoterms latest version as approved by the International Chamber of Commerce, those prices include:

- a) cost of insurance, freight, portage, loading, unloading, quarantine, customs clearance, and delivery with respect to the Goods;

- b) all associated taxes, excises, imposts, and duties, including such taxes, excises, imposts, and duties for which the Supplier is liable;
- c) all amounts payable for the use (whether in course of manufacture or usage of Goods) of patents, copyright, registered designs, trademarks, and other intellectual property rights;
- d) all charges for supply of the Goods, and no extra charges will be made for testing, inspecting, packing, delivery, insurance or otherwise.

10.2 The Supplier must pay all additional costs or expenses linked to the Works, including any increase in transport, labour or material costs and any change in delivery dates, payment dates, quantities, or specifications for Goods except where costs arise as a result of a written request from SPIE.

## 11. INVOICES

The Supplier must issue written invoices to SPIE that comply with formats as specified by SPIE.

The Supplier's invoices must:

- a) be addressed and issued in the number of counterparts in accordance with the Purchase Order;
- b) identify the Purchase Order, reference number, payment date and any discounts granted for early payment;
- c) where explanation is necessary, be accompanied by documentation substantiating the amount claimed in the invoice; and
- d) where any of the taxes referred to in Article 12 are applicable, be a valid tax invoice in accordance with applicable legislation.

## 12. PAYMENT

### 12.1 Invoices

SPIE will pay the Supplier for the Goods and Services associated (if applicable) after receipt of a correctly rendered invoice from the Supplier in accordance with Article 11.

Payment by SPIE of any invoices issued by the Supplier shall be issued upon confirmation by SPIE that:

- the Parent Company Guarantee and/or the Performance Bond and/or the Advance Payment Bond have been put into place by the Supplier according to Article 13 of the General Conditions and received by SPIE (if applicable), and
- the delivery of the Goods complies with the obligations set out in the Agreement, including the required documentation listed in the Agreement, and
- the Services set out in the Purchase Order and/or the Special Conditions have been properly performed by the Supplier (if applicable).

Upon receipt of SPIE's confirmation, and unless otherwise stated in the Special Conditions, SPIE shall pay all non-disputed invoices within forty-five (45) days from their date of receipt by bank wire.

The bank fees of the Supplier's bank shall be borne by the Supplier, and the fees of SPIE's bank shall be borne by SPIE.

## 12.2 Set off

SPIE is entitled to set off from any such invoice any counterclaim or set-off SPIE may claim against the Supplier.

## 13. PARENT COMPANY GUARANTEE AND BANK GUARANTEES

### 13.1 Parent Company Guarantee

Unless otherwise defined in the Special Conditions, the Supplier shall provide to SPIE a Parent Company Guarantee. The Supplier shall deliver to SPIE, within fifteen (15) days after date of signature of the Agreement, a duly executed Parent Company Guarantee guaranteeing the performance by the Supplier of its obligations under the Agreement.

The Parent Company Guarantee shall be effective from the Effective Date and shall remain valid until all the liabilities and obligations under the Agreement have been fulfilled.

Where applicable, the Parent Company Guarantee shall be in the form attached in Annex 2 of the Agreement.

### 13.2 Bank Guarantees

The Supplier shall provide to SPIE any type of Bank Guarantees (Performance Bond and/or Advance Payment Bond) according to the provisions set in Sub-Articles 13.2.1 and 13.2.2.

Any Bank Guarantee to be provided by the Supplier shall be irrevocable, unconditional and on first demand, received not later than fifteen (15) days after date of signature of the Agreement.

The Supplier shall, at its own cost and expense, provide such guarantee in favour of SPIE from a bank with a Standard & Poor's rating of at least "BBB" and approved by SPIE.

#### 13.2.1 Performance Bond

Unless otherwise provided in the Special Conditions, the Supplier shall provide SPIE with Performance Bond issued in the form attached in Annex 1A of the Agreement. The Performance Bond shall expire upon expiration of the warranty period.

Unless otherwise in the Special Conditions, the amount of the Performance Bond shall be equal to ten percent (10%) of the estimated Agreement Price at the Effective Date of the Agreement.

#### 13.2.2 Advance Payment Bond

Where the Special Conditions provides for an advance payment, the related amount shall be invoiced by the Supplier upon acceptance of the invoice by SPIE and paid to the Supplier within the terms specified in the Special Conditions, subject to the Supplier providing the documents listed hereunder:

- an Advance Payment Bond for an equal amount equal to the advance payment, issued in the form attached in Annex 1B to the Agreement;

- the advance payment relevant invoice.

## 14. TAXES

The total Agreement and/or Purchase Order Price shall be exclusive of all taxes.

Except when otherwise expressly provided in the Purchase Order, the Supplier shall pay, when due, all taxes, duties, fees and charges of whatever nature required by any act, law, ordinance, regulation or by-law made with lawful authority by a government, provincial, municipal, local or other authority as applicable in performing the Work pursuant to the Purchaser Order.

If applicable, the Supplier shall pay, when due, any and all payroll taxes and contributions which are measured by wages, salaries or other remuneration paid to persons employed by the Supplier or his suppliers' or subcontractors in connection with the Work or which arise by virtue of their employment at the Effective Date or which thereafter are imposed by government, provincial, municipal, or other lawful authority, including without limitation such taxes or contributions for annual holiday pay, unemployment insurance, industrial council levy, sick pay, provident fund, medical aid, service levy and living-out allowances.

If any indirect tax such as value added tax (VAT), goods and services tax (GST), sales tax, other excise taxes and/or other similar taxes are applicable, these taxes must be separately itemized and identified on the Supplier's invoices.

SPIE may withhold any taxes when required by law to do so and pay such taxes to the relevant tax authorities and shall provide to the Supplier the relevant written justification.

## 15. INSURANCE REQUIREMENTS

The Supplier shall arrange, at the Supplier's own costs, all insurance, freight, portage, loading, unloading, quarantine, customs clearance, and delivery except where otherwise agreed in writing by SPIE and as detailed below.

Unless otherwise specified in the Special Conditions, the insurance amounts indicated in the Agreement are minimum requirements, and not limits of liability, and they are not construed as the Supplier's consent to substitute its financial liability in excess of the amounts set forth except as otherwise expressly agreed in the Agreement:

- **Workmen's Compensation Insurance**, or similar insurance required by any country's laws which are applicable to any employee of the Supplier used in the performance of the Agreement;
- **Employer's Liability Insurance** with a limit per occurrence of not less than as specified in the Agreement or, if higher, the limit required by applicable laws;
- **Professional Liability Insurance** with a limit per occurrence of not less than one million United States Dollars (USD 1,000,000);

- **General Third-Party Liability Insurance** with a limit per occurrence of not less than one million United States Dollars (USD 1,000,000) applicable to bodily injury, sickness or death of any person and/or for loss or damage to property including any consequential loss hereto;
- **Ad valorem transportation Insurance**, if applicable, and according to the defined Incoterm,
- **Automobile Liability Insurance** with a limit per occurrence of not less than one million United States Dollars (USD 1,000,000), if applicable.

Prior to execution of the Agreement and at any time thereafter, the Supplier must be able to provide proof of said policies by providing the relevant insurance certificates, receipts for payment of the relevant premiums and, generally, all appropriate documents issued no more than three months earlier, duly signed by the insurance company itself or by its duly authorized representative.

In any event, in the event of an insured loss, the Supplier may not claim to have insufficient insurance or cover, an inappropriate excess or insufficient exclusions or, generally, any problem whatsoever that may be relied on by the insurer to diminish its liability.

## 16. QUALITY

16.1 The Supplier further represents and warrants that the Supplier has the experience, capabilities, competent personnel, financial security, and other means and facilities available to efficiently and in a timely manner deliver the Goods and perform the Services, it will perform the Work in accordance with Applicable Laws and Standards of Practice, including complying with the Work specific procedures for quality control, insurance and management requirements.

### 16.2 *Conform to specification, drawings, descriptions, and other requirements of the Purchase Order or Special Conditions*

The Supplier warrants that all the Work will conform to the specifications, drawings, descriptions, other requirements, and standards stated in the Purchase Order or Special Conditions.

SPIE shall not accept any transfer of liability incumbent on the Supplier pursuant to applicable laws or regulations unless it expressly agrees to do so.

The Supplier also warrants that the Goods will, at the time of delivery, be new, unused, free from any defects in the design of material and/or workmanship.

The Supplier also warrants to SPIE the proper functioning of the Goods, that the Goods will be at least of merchantable quality, are fit for sale and are fit for the use and purpose intended by SPIE.

### 16.3 *Not infringing*

The Supplier warrants that the Goods/Services do not infringe the intellectual property rights of any person.

### 16.4 *Inspecting Manufacture of Goods*

Without additional cost to SPIE, the Supplier must provide reasonable access to premises and all other necessary assistance for SPIE's representatives to inspect the manufacture of the Goods at any time prior to acceptance until the Goods have been dispatched in their entirety.

SPIE's agents and/or any person or organization appointed by SPIE shall have unrestricted access to the offices and production plants of the Supplier and its sub-contractors.

Any tests to be carried out in connection with the Agreement and/or Purchase Order shall be defined within the scope of a test schedule and test reports shall be prepared by and under the responsibility of the Supplier.

The performance of inspections and tests shall by no means diminish the Supplier's liability with regards to its obligations under the Agreement and/or Purchase Order, regardless of the results of such inspections and tests.

Costs arising in connection with the performance of tests shall be borne by the Supplier. The fees and expenses of consignees shall be borne by SPIE.

### 16.5 *Rejection of Goods and Services associated*

The Supplier agrees that SPIE is entitled in its sole discretion to reject any Goods and Services associated (if applicable) found not to be in accordance with the Agreement and/or Purchase Order.

### 16.6 *Latent Defects*

The Supplier agrees that SPIE can, in its sole discretion, after acceptance of Goods reject any Goods for any non-conformity with the Agreement and/or Purchase Order which could not have been discovered by reasonable inspection before acceptance.

### 16.7 *Non-Payment for Rejected Goods or Damage*

SPIE will not be liable to pay for any rejected Goods or for any damage done to or arising from inspection or rejection of Goods.

### 16.8 *Approval of Samples*

If SPIE requires the Supplier to submit samples of Goods, the Supplier must not proceed to bulk manufacture until SPIE has approved the samples.

## 17. WARRANTY

### 17.1 *When the Agreement is to order Goods and/or Services associated*

The Supplier acknowledges that the warranties requested in Articles 16 and 17 of the Agreement be added to warranties at law, as well as the other specific warranties granted by the Supplier and any other express or implied warranty applicable to the Agreement and/or Purchase Order.

The Supplier warrants that, for a period of eighteen (18) months (or any other period stated in the Special Conditions, whichever is longer), after SPIE's acceptance of the Goods from the delivery (or the Completion Date of the Services when the Goods are integrated to any Services), if any defects, latent or otherwise, are found in the Goods, or the Goods do not comply with any condition in the Agreement, the Supplier will promptly:

- a) replace, without cost to SPIE, the defective Goods with goods in all respects in compliance with the Agreement;
- b) repair the Goods on the site indicated by SPIE or otherwise to the satisfaction of SPIE and in the case of (a) or (b) must remove the defective Goods at the Supplier's expense; or
- c) refund any payment made by SPIE or its contractor(s) or made on SPIE's behalf for the Goods.

This warranty shall cover, in particular, non-compliance with specifications, and design, manufacturing, machining or lubrication defects or material defects, and abnormal deterioration due to wear and tear.

An entire consignment may be rejected if a general defect is presumed to exist due to the extent, type and frequency of defects noted.

The Supplier also warrants to comply with the customary practices, laws, and regulations in force both in the country of origin of the Goods, and in the country where Goods are to be delivered.

The Supplier warrants SPIE and will hold him harmless in the event of a request for indemnification, claim, complaint, or action of a third party resulting a default of the Supplier in the execution of the Agreement.

The Supplier warrants to SPIE that no charge, surety, right of pledge or lien only weighs on the Goods provided and/or installed.

The Supplier shall compensate and indemnify SPIE for the consequences – in particular financial – of any such encumbrances, security interests, prior claims, liens, or rights of retention that may be applicable to the Goods.

If the Goods include software, the Supplier warrants to SPIE that it holds all the intellectual property rights needed to execute the Agreement.

If SPIE gives notice of any defect or omission discovered in Goods during any warranty period, the Supplier must correct that defect or omission without delay and at no cost to SPIE.

If Goods, equipment and/or materials are repaired or replaced by the Supplier during the warranty period, the warranty on such repaired or replaced Goods shall be renewed for a period equivalent to the one defined in Sub-Article 17.1 and/or in the Special Conditions, from the date on which said elements are put into service.

If the Supplier fails to rectify the defects or flaws indicated by SPIE within the time limits set in the Agreement, SPIE may have a third party carry out all Services necessary for the implementation of the warranty, at the expense and risk of the Supplier, five (5) calendar days after SPIE's request has not been acted upon.

#### 17.2 *When the Agreement is to execute a Service only*

In addition to the warranties set in Sub-Article 17.2, the Supplier is required to respect the warranties at law. The warranty period of the Services applies, for the execution of the Agreement, for a period of eighteen (18) months from the Completion Date of the Services.

The Supplier shall redo, repair, and replace, at its own expense, all the reported default by SPIE.

In the event of default in performance of the Services under the Agreement, the Supplier shall take all measures and performs at its costs, all additional work necessary to achieve said Services.

If the Services are redone, repaired, or replaced by the Supplier during the warranty period, the warranty on such repaired or replaced Services shall be renewed for a period equivalent to the one defined at Sub-Article 17.2 and/or the Special Conditions from the date on which said elements are put into service.

If the Supplier fails to rectify the defects or flaws indicated by SPIE within the time limits set in the Agreement, SPIE may have a third party carry out all Services necessary for the implementation of the warranty, at the expense and risk of the Supplier, five (5) calendar days after SPIE's request has not been acted upon.

#### 17.3 *Cost of Warranty*

The Supplier must meet all costs and expenses associated with the Supplier complying with its warranty obligations, including any packing, freight, disassembly, and reassembly costs.

### 18. TRADE CONTROLS AND SANCTIONS, EXPORT LICENSES

18.1 The Supplier must obtain all approvals, licenses, and permits which are required for the lawful shipping, provision, and use of the Goods to or within the country to which the Goods will be supplied except where otherwise agreed in writing with SPIE.

#### 18.2 *Trade Controls and Sanctions*

18.2.1 The Supplier represents and warrants that neither it nor any of its Affiliate (a) is a Sanctioned Entity; (b) will make payment to or receive payment from, directly or indirectly, any Sanctioned Entity in connection with the Agreement which may cause SPIE to breach or be exposed to adverse action consequences under any applicable Sanctions; or (c) will transact with any Sanctioned Entity, directly or indirectly, in a manner that would breach or expose SPIE to adverse consequences under applicable Sanctions in connection with the Agreement.

Nothing in Sub-Article 18.2 is intended to, nor should be interpreted to, obligate either Party or any other person to act (or be prevented from acting) in any way that is prohibited by, or penalised under Applicable Laws or requirements relating to anti-trust or competition law, national and international trade and export control regulations or Sanctions applicable to the Parties.

18.2.2 Export Licenses. The Supplier shall comply with all applicable import and export control, customs, foreign trade and other similar laws, regulations and requirements ("Foreign Trade Regulations") and shall ensure that all export and import licenses or permits required for the performance of its obligations shall be obtained. The Supplier shall promptly advise SPIE in writing of any information and data required by SPIE to comply with all Foreign Trade Regulations.

## 19. PASSING OF TITLE

### 19.1 Goods procured to SPIE by the Supplier

Title to the Goods shall pass to SPIE at the date of shipment of the Goods by the Supplier, or at the date of payment of the Supplier's first invoice, whichever occurs first.

The risk of loss or damage to the Goods passes to SPIE on delivery to SPIE provided Article 19 has been complied with.

No reservation of title clause may be enforced against SPIE.

### 19.2 Goods lent to the Supplier by SPIE

All materials, tools and equipment furnished to the Supplier by SPIE or paid by SPIE shall remain the property of SPIE and be used for the Purchase Order only. Such property shall be plainly identified by the Supplier as SPIE property, shall be safely stored and not used except in filling the Purchase Order, and shall be maintained in good condition and properly insured at the Supplier's expense.

If any items provided by SPIE are processed, converted, or transformed by the Supplier to form a new movable product, SPIE acquires title to and ownership in the new asset. It is understood and agreed that the Supplier assigns and transfers to SPIE title to such product. All plans, specifications, and drawings (including all copies thereof) and all SPIE's other property shall be returned to SPIE promptly after the Goods have been furnished and/or the Services associated completed.

The Supplier shall upon receipt inspect the quantity, quality and condition of the materials, tools and equipment provided by SPIE. Shortcomings shall be notified to SPIE without delay. Any shortcomings established at a later date shall be the Supplier's responsibility.

## 20. LIABILITY & INDEMNITY

### 20.1 Personnel and Property of SPIE

The Supplier shall have no liability towards SPIE in respect of personal injury to or disease, sickness, or death of SPIE employees or invitees and subject to the limitations below arising out of or in connection with the performance or non-performance of the Agreement.

SPIE shall release, protect, indemnify, and hold the Supplier harmless from any and all liabilities, claims, judgments, losses, expenses and any costs related thereto (including to court costs and attorney's fees) for damage to or loss or defect of SPIE's property and for personal injury or disease, sickness or death of SPIE's employees or invitees arising out of or in connection

with the performance or non-performance of the Agreement.

However, when such damage or loss is caused by Supplier and its subcontractors, Supplier shall bear the first one hundred thousand United States Dollars (USD 100,000) per occurrence, unless otherwise agreed in the Special Conditions.

Notwithstanding the above, Supplier shall remain liable, for any loss of or damage to that part of SPIE's and End Client existing properties in which the Goods are embedded, and which has to be restored, repaired or replaced as a result of or due to a defect of the Goods.

### 20.2 Personnel and Property of the Supplier

SPIE shall have no liability toward the Supplier in respect of personal injury to or disease, sickness or death of Supplier's employees or invitees arising out of or in connection with the performance of the Agreement.

The Supplier shall release, protect, indemnify, and hold SPIE harmless from any and all liabilities, claims, judgments, losses, expenses and any costs related thereto (including to court costs and attorney's fees) for damage to or loss or defect of the Supplier's property and for personal injury or disease, sickness or death of the Supplier's employees or invitees arising out of or in connection with the performance or non-performance of the Agreement.

### 20.3 Third Parties

The Supplier shall be liable for all loss and damage to property, or injury, disease or death caused to third parties and arising out of or related to the performance of the Agreement.

As a consequence, the Supplier shall waive all rights of recourse and shall indemnify and hold harmless SPIE from and against all and any costs, expenses, claims, demands, liabilities, cause of action, proceedings, judgments, fines, and penalties related to loss, damage to property, injury, disease or death suffered by third parties.

### 20.4 Consequential loss

SPIE and the Supplier shall not be liable to each other for any indirect or consequential damages, or economic loss, such as, but not limited to, loss of materials, loss of profits, loss of production, loss of contract or business opportunity, incurred due to or in relation with the performance of the Agreement.

### 20.5 Intellectual Property Breach

The Supplier agrees to protect, defend, indemnify and hold SPIE harmless from and against any and all claims, losses, costs, demands, damages, suits, judgments, penalties, liabilities, debits, expenses and causes of action and every other claim or litigation (including all costs thereof, including attorney's and other professional fees and expenses) of every kind and character suffered by SPIE as a result of breach of Article 24 of the General Conditions by the Supplier.

## 20.6 Indemnity Application

Except for Sub-Article 20.3 hereabove, the exclusion of liability and indemnities specified in Article 20 shall apply without regard to cause or causes thereof, including the negligence of the Party indemnified. However, the exclusion of liability and indemnities shall not apply and may not be relied on by a Party to the extent that any claim or liability was caused by the Gross Negligence or Wilful Misconduct of such Party.

## 21. ASSIGNMENT AND SUBCONTRACTING

21.1 The Supplier must not, without consent in writing from SPIE, assign the Supplier's rights under the Agreement.

21.2 SPIE may, at any time, transfer and assign all or any of its rights and obligations under the Agreement, or any benefit or interest arising thereunder, to any of its Affiliates.

SPIE shall be entitled to assign the Agreement to any third party with the prior written notification to the Supplier.

### 21.3 Consent Required

The Supplier must not, without consent in writing from SPIE, subcontract the whole or any part of the work of manufacture or supply of Goods or execution of the Services.

In the event SPIE gives its consent to the Supplier, such consent shall not release the Supplier from its obligations it has towards SPIE.

The Supplier shall choose its subcontractors and guarantees that its subcontractors will perform all or part of the Agreement by the latter.

### 21.4 Liability for Subcontractors

The Supplier will be liable to SPIE for the acts and omissions of any subcontractors utilised by the Supplier as if those acts and omissions were the acts or omissions of the Supplier.

## 22. FORCE MAJEURE

22.1 If the Supplier is unable to perform any portion of the Agreement because of a Force Majeure event, the Supplier shall notify SPIE in writing within forty-eight (48) hours from the occurrence of the Force Majeure event by registered mail with return receipt and including all necessary documentary evidence. If the Force Majeure claimed by the Supplier is accepted by SPIE, then the Supplier is released from his obligations for the period during which the Supplier is prevented from complying with such obligations. Force Majeure which occurs after the delivery deadlines shall not be considered.

22.2 The Agreement and/or Purchase Order may be terminated by SPIE in its sole judgment, by giving notice to the Supplier or if the Force Majeure persists for a total cumulated duration of thirty (30) days. Termination is effective on the date specified in the Notice of Termination when received by the Supplier, without any indemnity being payable to the Supplier.

22.3 If termination occurs, the Supplier shall be paid for those portions of the Agreement and/or Purchase Order which SPIE, in its sole judgment, determines were satisfactorily performed prior to termination.

## 23. TERMINATION

### 23.1 Termination Procedure

Any termination of the Agreement and/or Purchase Order by SPIE shall become effective as specified in the Notice of Termination and shall be without prejudice to any claim which SPIE may have against the Supplier.

On receipt of such Notice of Termination, the Supplier shall, unless otherwise directed by the Notice of Termination, immediately cease the performance of the Services and/or procurement of the Goods and/or the performance of the Agreement and/or the Purchase Order in connection with it and shall, if so requested, use any reasonable effort to cancel all existing commitments upon terms satisfactory to SPIE, and shall thereafter perform only such portion of the Services and/or deliver only such portion of the Goods as may be necessary to preserve and protect the part of the Services and/or delivery of Goods in progress.

### 23.2 Termination for Cause

If:

- a) the Supplier fails to deliver the Goods and/or execute the Services associated by the date required by the Agreement and/or Purchase Order;
- b) the Supplier is in breach of any other material term of the Agreement and/or Purchase Order;
- c) a representation made by the Supplier in relation to the Agreement and/or Purchase Order is untrue or incorrect;
- d) The Supplier or its direct or indirect parent company seeks relief, or its creditors bring action against the Supplier or its direct or indirect parent company, under any bankruptcy or insolvency law;
- e) the Supplier or its direct or indirect parent company makes an assignment for the benefit of creditors or other arrangement or composition under a law which prevents enforcement or collection of debts in full;
- f) the Supplier or its direct or indirect parent company becomes insolvent or is otherwise unable to pay its debts as they come due in the ordinary course of business;
- g) the Supplier or its direct or indirect parent company ceases or suspends operation of, or sells, a substantial portion of its business or any portion of its business relating to the performance of the Agreement and/or Purchase Order; or
- h) a trustee, administrator, controller, manager, liquidator, or receiver is appointed over some or all of the assets of the Supplier or its direct or indirect parent company.
- i) an End Contract entered into by SPIE is terminated in whole or in part; or
- j) the End Client to whom SPIE will supply the Goods/the Services pursuant to an End Contract advises in writing that the Goods/ Services (in part or in whole) are not required.

Pursuant to paragraphs i) to j) of Sub-Article 23.2, SPIE can, without prejudice to any other rights and remedies it has under the Agreement and/or Purchase Order or otherwise, terminate the Agreement and/or Purchase Order in whole or part by Notice of Termination to the Supplier, with the termination effective on the date specified in the Notice of Termination (or if no date is specified, termination is effective when SPIE's notice is received by the Supplier).

Pursuant to sub-paragraphs a) to h), SPIE shall notify any default to the Supplier, by means of Notice of Default, requiring the Supplier to remedy its breach within a period indicated in the Notice of Default. Upon receipt of the Notice of Default, the Supplier shall promptly inform SPIE in writing of the effects of its defaults and of the measures it intends to take in order to correct such default and shall perform the relevant remedial actions.

If upon expiration of the period indicated in the Notice of Termination, the default remains unremedied, or the Parties have not reached a written agreement on its remediation, then without prejudice to Sub-Articles 23.1 and 23.2 of the Agreement and without releasing the Supplier from its responsibilities, SPIE shall have the right to either terminate the Agreement and/or Purchase Order, and/or execute its obligations under Sub-Article 23.4.2 b) of the General Conditions.

### 23.3 Termination at SPIE's convenience

SPIE in its absolute and sole discretion may terminate the Agreement and/or Purchase Order thereof for any reason and at any time by giving ten (10) days' Notice of Termination to the Supplier.

On the date of such termination as stated in the Notice, the Supplier shall cease the performance of the Services and/or the delivery of the Goods.

### 23.4 Consequences for Termination

23.4.1 On termination of the Agreement and/or Purchase Order for whatever reason SPIE can:

- a) cease payments pursuant to the Agreement and/or Purchase Order;
- b) recover from the Supplier all sums paid to the Supplier by SPIE or any other entity for Goods that have not yet been delivered.

Termination of the Agreement and/or Purchase Order shall be without prejudice to any right or obligation already accrued to either Party prior to the date of termination, or which is specified or implied to remain in force thereafter.

#### 23.4.2 Consequences of Termination for Cause

In the event of termination as provided for in Sub-Article 23.2, SPIE shall have the following rights:

- a) SPIE shall only be liable to pay the Supplier, as full and final compensation under the Agreement and/or Purchase Order or otherwise, the amount due for the

Services and/or Goods completed by the Supplier and the results thereof delivered to SPIE prior to the date of termination, in compliance with the Agreement and/or Purchase Order, and

- b) SPIE reserves the option to have the Agreement and/or Purchase Order completed by a third party contractor and to invoice the Supplier for any difference in price incurred by SPIE from the total price of the Agreement and/or Purchase Order, and SPIE shall be entitled to reimbursement and compensation from the Supplier for direct and documented costs and damages (including additional managerial expenses and administrative services) suffered by SPIE in connection with such termination and, as the case may be, liquidated damages provided for in the Agreement and/or Purchase Order for late performance.

Without prejudice to any other method of recovery available to SPIE, SPIE shall have the right to deduct such costs from the amounts that may still be due to the Supplier by SPIE, corresponding to that part of the Services already performed and/or Goods already delivered in accordance with the Agreement and/or the Purchase Order, and

- c) any monies due to SPIE pursuant to Sub-Article 23.4.2 shall be paid to SPIE within forty-five (45) days from the end of the month of the issuance by SPIE of such invoice.

Cancellation of the Purchase Order shall not preclude the application of penalties for late performance, the reimbursement of down payments and advances received for the part of the Purchase Order that has not been executed, the call of the Bank Guarantees, a claim by SPIE for compensation for the entire loss sustained and, in particular, the additional expenses arising due to the need to use the services of another the Supplier and the subsequent delays.

#### 23.4.3 Consequences of Termination at SPIE's convenience

In the event of termination as provided for in Sub-Article 23.3, SPIE shall only be liable to pay the Supplier, as full and final compensation under the Agreement and/or Purchase Order or otherwise, the amount due for the Services and/or Goods completed by the Supplier and the results thereof delivered to SPIE prior to the date of termination, in compliance with the Agreement and/or Purchase Order.

## 24. GOVERNING LAW AND DISPUTE RESOLUTION

24.1 *Governing Law.* The Agreement is governed by the laws in force in England & Wales (with the exception of the provisions relating to the conflict of laws) and the Supplier submits to courts of that jurisdiction.

The United Nations Convention on Contracts for the International Sale of Goods ("Vienna Convention") and any legislation enacted pursuant to that convention are excluded.

The Agreement does not give rise to any rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Agreement.

24.2 *Dispute Resolution.* Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, which cannot be settled within thirty (30) days by negotiation between the chief executives of the Parties, shall be referred to and finally resolved by arbitration administered by the International Chamber of Commerce ("ICC") in accordance with the International Chamber of Commerce Arbitration Rules ("ICC Rules") for the time being in force, which rules are deemed to be incorporated by reference in Sub-Article 24.2. The seat of the arbitration shall be Paris, France.

The Tribunal shall consist of:

- One arbitrator for any amount in dispute not exceeding three million United States Dollars (USD 3,000,000); or
- Three arbitrators for any amount in dispute exceeding three million United States Dollars (USD 3,000,000).

The Parties may agree to have the arbitration conducted on an expedited basis pursuant to article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, and that the Expedited Procedure Rules shall apply irrespective of the amount in dispute.

The language of the arbitration shall be English.

## 25. INTELLECTUAL PROPERTY RIGHTS

The Supplier represents and warrants that:

- 1) it possesses or shall be granted any license, patent or other Intellectual Property which is necessary for the performance of its obligations under the Agreement and,
- 2) that such Intellectual Property does not infringe any Intellectual Property of any third party.

Each Party shall retain any right, title or interest in its respective Intellectual Property Rights that have been developed, acquired, or obtained prior to the Effective Date of the Agreement.

SPIE shall, however, be granted an irrevocable, worldwide, perpetual, non-exclusive royalty license, with the right to sublicense and to copy and use the Supplier's background Intellectual Property to the extent necessary or desirable for SPIE to use the results for any purpose.

Any Intellectual Property which arises in furtherance of the performance of the Agreement shall vest wholly and exclusively in SPIE. No further compensation shall be due by SPIE for the generation of the above-mentioned rights and Intellectual Property, either to its inventor, or to the Supplier.

At SPIE's request, the Supplier agrees to execute all documents related to domestic and foreign patent applications, invention assignments and the like, and shall provide the required assistance to vest in SPIE the Intellectual Property Rights in such foreground Intellectual Property which arises in furtherance of the performance of the Agreement.

## 26. CONFIDENTIALITY AND PUBLICITY

All Confidential Information of any kind exchanged between the Parties during the performance of the Agreement shall be strictly confidential for the duration of the Agreement and for a period of five (5) years following its termination.

Neither Party shall communicate to anyone, directly or indirectly, or publish or use in any way, all or part of the Confidential Information of the other Party, or any other information of any kind, commercial, industrial, technical, financial etc. that it has received from the other Party or that it or its personnel has obtained knowledge of during the performance of the Agreement.

Each Party shall ensure that the obligation of confidentiality extends to its personnel, agents, and subcontractors.

Any Article, notice or document relating to a Purchase Order must be submitted to SPIE for its prior written approval prior to disclosure and/or publication.

## 27. ETHICS AND COMPLIANCE

### 27.1 *Anti-Corruption Laws*

The Parties acknowledge that they are committed to comply with the provisions of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention against corruption, Foreign Corrupt Practices Act (United States), Anti-bribery Act (United Kingdom) and all other applicable anti-corruption laws where the Agreement is performed or any of the Parties are incorporated (the "Anti-Corruption Laws").

Anti-Corruption Laws impose severe penalties, including potential criminal sanctions, on any party who violates them.

The Parties shall comply, in connection with their performance under the Agreement, with all the provisions of the Anti-Corruption Laws and shall never pay, directly or indirectly and in violation of applicable laws, bribes to Public Officials or their Family Members or to shareholders, partners or members of the corporate bodies of the other Party with which the Parties propose to operate.

The Supplier acknowledges that it has received and is familiar with the provisions of SPIE's Code of Ethics and agrees that it, and all of its directors, officers, employees, owners, representatives, subcontractors, and agents and respective Affiliates, shall, in the performance of its obligations under the Agreement, will comply with such code. The Supplier will allow SPIE to carry out background checks on the Supplier and will fully cooperate with SPIE when performing a due diligence or any part of it, whenever SPIE deems it appropriate or necessary.

### 27.2 *Prevention of Illegal activities*

27.2.1 The Parties adopt and keep in place an effective and appropriate internal control system and a compliance program for the prevention of corruption, money laundering and other crimes in accordance with the Anti-Corruption Laws and shall immediately inform the other Party of any deficiency or red flag.

27.2.2 The Parties shall cause their Principals carrying on activities directly or indirectly related to/on behalf of the Agreement to act in compliance with the Anti-Corruption Laws.

27.2.3 The Parties agree that any non-compliance, even partial, by one Party with the abovementioned declarations and undertakings, reasonably resulting in adverse consequences for the other Party will be considered a material default under the Agreement. Consequently, will entitle such other Party to unilaterally withdraw, even during its performance, or to terminate the Agreement and/or Purchase Order with respect to the breaching Party, by delivering notice through registered mail, which shall include a brief summary of the circumstances or of the legal proceedings demonstrating such non-compliance. The exercise of such right will be to the sole detriment of the breaching Party which shall bear, in all cases, all additional expenses and costs.

The breaching Party shall also indemnify and hold harmless the non-breaching Party for any fines, penalties, legal and professional fees, or other direct damages proximately caused by the breaching Party's violation and any third-party actions arising from or consequential to such non-compliance.

## 28. PERSONAL DATA (GDPR)

28.1 Each Party undertakes to comply with all applicable laws and regulations relating to the protection of personal data, including but not limited to Regulation (EU) 2016/679 of 27 April 2016 (the "GDPR"), the UK Data Protection Act 2018 (where applicable), and any recommendations of competent supervisory authorities.

28.2 Where, in the context of the Agreement, the Supplier processes personal data on behalf of SPIE, such data shall be provided solely for the performance of contractual obligations, in accordance with SPIE's instructions, acting as data controller. The personal data shall remain the exclusive property of SPIE.

28.3 The Supplier undertakes to implement all appropriate technical and organisational measures to ensure the confidentiality, integrity, and security of personal data, and to ensure compliance by its personnel and any subcontractors, including but not limited to:

- a) Not making copies of the personal data entrusted, nor retaining, in any form or for any purpose, any part of the information or data, except with SPIE's express consent;
- b) Not using the personal data for any purpose other than the performance of the Agreement;
- c) Not disclosing such personal data to any third party, except with SPIE's prior written consent or where required by law;
- d) Taking all measures to prevent any misuse or fraudulent use of the data;
- e) Taking all measures, including physical security, to ensure the preservation and security of the data throughout the duration of the Agreement;
- f) Not transferring personal data outside the European Economic Area or the United Kingdom without SPIE's prior written consent;
- g) Imposing on its subcontractors the same obligations regarding personal data protection.

28.4 Upon expiry or termination of the Agreement, for any reason,

the Supplier undertakes, at SPIE's option:

- a) to destroy all media, documents, and data concerned; or
- b) to return all media, documents, and data in full, according to SPIE's instructions.

28.5 SPIE reserves the right to carry out or have carried out any audit or verification it deems necessary to ensure compliance with the above obligations. In the event of non-compliance with this Article, SPIE may terminate the Agreement with immediate effect, without notice or compensation.

## 29. MISCELLANEOUS

29.1 The governing language of the Agreement shall be English.

29.2 A notice to be served under the Agreement shall be deemed to have been duly served if it is in writing and is sent to the address in the Purchase Order and/or the Special Conditions for each party by certified mail, facsimile, personal delivery, or email provided there is proof of delivery of the email.

29.3 If any provision or part provision of the Agreement is invalid, unenforceable, or illegal then it shall be deemed deleted from the Agreement and the remaining provisions and part provisions continue to apply with full force and effect.

29.4 Any omission or delay in exercising a right or remedy by SPIE to enforce any of the provisions of the Agreement shall not operate as a waiver by SPIE and will not prejudice the rights of SPIE to enforce any of the provisions of the Agreement.

Any waiver of any right or remedy relating to the Agreement and/or Purchase Order shall be valid only if notified in writing.

29.5 All rights and remedies expressly reserved to SPIE herein are without prejudice to any other right or remedy available to SPIE.

29.6 In all circumstances, damages recoverable by the Supplier in connection with the Agreement and/or Purchase Order shall not include damages for special, punitive, or consequential loss, including but not limited to loss of profits.

The Supplier must pay to SPIE all expenses, and charges incurred by SPIE due to breach of the Agreement and/or Purchase Order by the Supplier, including SPIE's legal expenses in recovering or attempting to recover monies owed to SPIE.

29.7 The Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes all prior agreements, promises, correspondence, discussions, representations, and understandings relating to the Work.

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**ANNEX 1/A – FORM PERFORMANCE BANK GUARANTEE**  
(Guarantor Letterhead or Swift identifier Code).

To:  
.....(Insert name and contact information of the Beneficiary)

Date: (date of issuance)

Type of Guarantee:  
Performance Guarantee

Guarantee N°

The Guarantor:  
...(insert name and address of place of issue ,unless indicated in the letterhead)

The Applicant:  
.....(Insert name and address)

The Beneficiary:  
.....(Insert name and address)

The Underlying Relationship:

The Applicant's obligation in respect of [insert reference number or other information identifying the Agreement or other relationship between the applicant and the beneficiary on which the guarantee is based]

Guarantee Amount and currency:  
..... (say:..... ) [insert in figures and words the maximum amount payable and the currency in which it is payable]

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below: None

Language of any required documents:  
[insert the language of any required document. Documents to be issued by the applicant or the beneficiary shall be in the language of the guarantee unless otherwise indicated herein]

Form of presentation:  
[insert paper form or electronic form  
If paper form: indicate mode of delivery

If electronic presentation: indicate the format, the system for data delivery and the electronic address for presentation]

Place for presentation:  
[Guarantor to insert address of branch where a paper presentation is to be made or in the case of an electronic presentation, an electronic address such as the Guarantor's swift address. If no place for presentation is indicated in this field, the Guarantor's place of issue indicated above shall be the place for presentation]

Expiry:  
..... (Insert expiry date or describe expiry event)

The party liable for the payment of any charges:  
.....(Insert the Applicant details)

As Guarantor, we hereby irrevocably undertake to pay the Beneficiary any amount up to the Guarantee Amount upon presentation of the Beneficiary's complying demand, in the form of presentation indicated above, supported by such other documents as may be listed above and in any event by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, indicating in what respect the Applicant is in breach of its obligations under the Underlying Relationship.

Any demand under this Guarantee must be received by us on or before Expiry at the Place for presentation indicated above.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

**ANNEX 1/B – FORM ADVANCE PAYMENT BANK GUARANTEE**

*(Guarantor Letterhead or Swift identifier Code).*

To:  
.....*(Insert name and contact information of the Beneficiary)*

Date: (insert date of issue)....

Type of Guarantee: Advance Payment Guarantee

Guarantee N° (insert guarantee reference number)

The Guarantor: (insert name and address of place of issue unless indicated in the letterhead)

The Applicant: .....*(Insert name and address)*

The Beneficiary: .....*(Insert name and address)*

The Underlying Relationship:  
The Applicant's obligation in respect of [ insert reference number or other information identifying the Agreement or other relationship between the applicant and the beneficiary on which the guarantee is based]

Guarantee Amount and currency:  
..... (say:..... ) [insert in figures and words the maximum amount payable and the currency in which it is payable]

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:  
*none*

Language of any required documents:  
[insert the language of any required document. Documents to be issued by the applicant or the beneficiary shall be in the language of the guarantee unless otherwise indicated herein ]

Form of presentation:  
[insert paper form or electronic form  
If paper form: indicate mode of delivery

If electronic presentation : indicate the format, the system for data delivery and the electronic address for presentation]

Place for presentation:  
[Guarantor to insert address of branch where a paper presentation is to be made or in the case of an electronic presentation, an electronic address such as the Guarantor's swift address. If no place for presentation is indicated in this field, the Guarantor's place of issue indicated above shall be the place for presentation]

Expiry:  
... ..... *(Insert expiry date or describe expiry event*

The party liable for the payment of any charges:  
.....*(Insert the name of the party)*

As Guarantor, we hereby irrevocably undertake to pay the Beneficiary any amount up to the Guarantee Amount upon presentation of the Beneficiary's complying demand, in the form of presentation indicated above, supported by such other documents as may be listed above and in any event by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, indicating in what respect the Applicant is in breach of its obligations under the Underlying Relationship.

Any demand under this Guarantee must be received by us on or before Expiry at the Place for presentation indicated above.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

## ANNEX 2 – FORM OF PARENT COMPANY GUARANTEE

This GUARANTEE (this “GUARANTEE”) is made on [●]<sup>1</sup>, by and between:

- [●]<sup>2</sup>, a [●]<sup>3</sup> company organised and existing under the laws of [●]<sup>4</sup> and whose registered office is [●]<sup>5</sup> (the “GUARANTOR”), and  
 [●]<sup>6</sup>, a company organised and existing under the laws of [●]<sup>7</sup> and whose registered office is [●]<sup>8</sup> (the “COMPANY”).

WHEREAS:

- (A) [●]<sup>9</sup>, a company organised and existing under the laws of [●]<sup>10</sup>, whose registered office is [●]<sup>11</sup> and which is a [wholly-owned] subsidiary of the GUARANTOR (the “CONTRACTOR”) has entered into an agreement referenced [●]<sup>12</sup> dated [●] with the COMPANY (the “AGREEMENT”) pursuant to which CONTRACTOR has agreed to execute, upon issuance of an ORDER by COMPANY certain SERVICES, under the terms and conditions contained in the AGREEMENT and the relevant ORDER (each ORDER constituting, together with the AGREEMENT, a “CONTRACT”); and.
- (B) The GUARANTOR has agreed, at the request of the CONTRACTOR, to guarantee the due performance of the CONTRACT by the CONTRACTOR.

NOW THEREFORE THE CONDITIONS OF THIS GUARANTEE are as follows:

### 1. IN THIS GUARANTEE:

“OBLIGATIONS” means all the duties, obligations, liabilities, and debts of the CONTRACTOR and all warranties, covenants, indemnities and undertakings given by the CONTRACTOR and all sums due from and all claims against the CONTRACTOR (whether of a financial nature or not) under and pursuant to the AGREEMENT and/or the CONTRACT(S). Unless otherwise defined herein, words and expressions used in this GUARANTEE will have the meanings given to them in the AGREEMENT.

2. THE GUARANTOR HEREBY:
- 2.1. irrevocably and unconditionally guarantees to the COMPANY the due, punctual and complete performance by the CONTRACTOR of each and all of the OBLIGATIONS (including any expenses and legal fees incurred by the COMPANY in trying to enforce the same);
- 2.2. without prejudice to sub-clause 2.1, undertakes to the COMPANY;
- a) if the CONTRACTOR fails to pay to the COMPANY any sum payable when due, to pay that sum within five (5) calendar days of receipt of a written demand of the COMPANY, without any withholding or deduction on account of any set-off or counterclaim whatsoever; or
- b) if the COMPANY notifies the GUARANTOR in writing that the CONTRACTOR has defaulted in whole or in part in any

OBLIGATIONS which is not provided for in sub-clause 2.2 a) above and has failed to remedy such default in accordance with the CONTRACT, to immediately remedy or procure the remedy of any such default;

2.3. irrevocably and unconditionally agrees to indemnify (and keep indemnified) the COMPANY on demand from and against any loss, liability or costs incurred by the COMPANY as a result of any of the OBLIGATIONS being or becoming void, voidable, unenforceable, invalid or illegal or otherwise ineffective as against the COMPANY for any reason whatsoever, provided that (save in relation to any expenses and legal fees referred to in sub-clause 2.1) the GUARANTOR will have no greater liability under this GUARANTEE than that of the CONTRACTOR pursuant to the terms of the CONTRACT.

The GUARANTOR’s obligations under this clause 2 are primary obligations and not those of a mere surety.

3. This GUARANTEE is irrevocable and unconditional and neither the obligations of the GUARANTOR under this GUARANTEE nor the rights, powers and remedies conferred upon the COMPANY by this GUARANTEE will be discharged, impaired or otherwise affected by:
- a) any suspension of or variation to or amendment to the AGREEMENT and/or a CONTRACT (including, without limitation, any variation to the SERVICES, extension of time for performance and adjustment to the amount payable to the CONTRACTOR);
- b) any termination of the AGREEMENT and/or any or all of the CONTRACTS;
- c) any waiver or forbearance of any right of action or remedy the COMPANY may have against the CONTRACTOR under the AGREEMENT and/or a CONTRACT;
- d) any bond, security or guarantee (other than this GUARANTEE) held or obtained by the COMPANY in respect of the OBLIGATIONS or any release or waiver thereof;
- e) any of the OBLIGATIONS being or becoming void, voidable, unenforceable, invalid or illegal or otherwise ineffective in any respect;
- f) any change in the relationship between the GUARANTOR and the CONTRACTOR (in particular in the ownership of the CONTRACTOR) or dispute or disagreement between them under the AGREEMENT, a CONTRACT or otherwise;
- g) any breach of the AGREEMENT or a CONTRACT by, or other default of, the COMPANY;
- h) the insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability and discharge by operation of law of, and any change in the constitution or name of, the CONTRACTOR or any of its Affiliates; or
- i) any other act, event or omission which might operate to discharge, impair or otherwise affect any of the obligations of the GUARANTOR under this GUARANTEE or any of the rights, powers and remedies conferred upon the COMPANY by this GUARANTEE.

<sup>1</sup> Insert the date on which the GUARANTEE is executed by the GUARANTOR

<sup>2</sup> Insert the full legal name of the CONTRACTOR’s parent company acting as GUARANTOR.

<sup>3</sup> Insert the legal form of the GUARANTOR.

<sup>4</sup> Insert the country of incorporation of the GUARANTOR.

<sup>5</sup> Insert the address of the GUARANTOR’s headquarters.

<sup>6</sup> Insert the full legal name of the COMPANY.

<sup>7</sup> Insert the country of incorporation of the COMPANY

<sup>8</sup> Insert the address of the COMPANY’s headquarters.

<sup>9</sup> Insert the full legal name of the CONTRACTOR as it appears in the CONTRACT.

<sup>10</sup> Insert the country of incorporation of the CONTRACTOR.

<sup>11</sup> Insert the address of the CONTRACTOR’s headquarters.

<sup>12</sup> Insert the reference number of the CONTRACT.

4. The COMPANY will not be obliged before enforcing any of its rights or remedies conferred upon it by this GUARANTEE or by law:
  - a) to take any action in any court or arbitral proceedings or to obtain any judgment or award against the CONTRACTOR;
  - b) to make any claim or to pursue or exhaust any other right or remedy against the CONTRACTOR; or
  - c) to enforce any other security held by it in respect of the OBLIGATIONS.
5. The COMPANY may make one or more demands under this GUARANTEE. Each demand must be delivered by hand or registered mail to the GUARANTOR during normal business hours at [●]<sup>13</sup>.
6. The benefit of this GUARANTEE may be assigned subject only to the provisions for assignment of the AGREEMENT. The GUARANTOR must not assign its rights, title and/or interest in and to this GUARANTEE or novate any of its obligations under this GUARANTEE without the prior written consent of the COMPANY.
7. The GUARANTOR's obligations hereunder are continuing and accordingly must remain in full force and effect until all OBLIGATIONS to be performed by the CONTRACTOR under the AGREEMENT and each of the CONTRACTS have been discharged
8. The GUARANTOR hereby represents and warrants that:
  - a) it is a company duly organized, validly existing and in good standing under its law of incorporation,
  - b) the execution, delivery and performance of this GUARANTEE have been duly authorized by all necessary corporate action and do not contravene any provision of law or of GUARANTOR's documents of incorporation or any contractual restriction binding on the GUARANTOR or its assets, and
  - c) this GUARANTEE constitutes the GUARANTOR's legal, valid, and binding obligations enforceable against the GUARANTOR in accordance with its terms.
9. The invalidity, illegality, or unenforceability in whole or in part of any of the provisions of this GUARANTEE will not affect the validity, legality and enforceability of the remaining part or the provisions of this GUARANTEE.
10. This GUARANTEE will be governed by and construed in accordance with the laws of France, to the exclusion of any rules on the choice of law which would refer the subject matter to any other jurisdiction.
11. Any dispute arising out of or in connection with this GUARANTEE including but not limited to any question regarding its existence, validity or termination and claims in tort, equity or of any other non-contractual kind of nature, shall be exclusively referred to and finally settled by arbitration, in accordance with the Rules of the International Commercial Court (the "Rules") as in force from time to time. The arbitration shall be held in Paris, France, by three (3) arbitrators appointed in accordance with said Rules, unless otherwise agreed. The language to be used in the arbitral proceedings shall be English. The

arbitrators shall decide according to law and not ex aequo et bono.

The GUARANTOR and the COMPANY may at any time request from any competent judicial authority any interim or conservatory measure, and further agree to exclude any right of application or appeal to any court in connection with any question of law arising in the course of the arbitration or with respect to any award made.

Both GUARANTOR and the COMPANY undertake to keep strictly confidential the contents of the arbitration proceedings.

This GUARANTEE has been executed and delivered by the GUARANTOR as of the date first written above.

For and on behalf of [●], a company incorporated in [●]

By: \_\_\_\_\_

Name:

Title: Authorised Signatory

For and on behalf of [●]

By: \_\_\_\_\_

Name:

Title: Authorised Signatory

<sup>13</sup> Insert the GUARANTOR's notification details.