

CONTRACT AGREEMENT

This Contract is made the day of [Enter date] by and between

UNION ELECTRIQUE DU VANUATU LTD, of PO Box 26, Port-Vila, in the Republic of Vanuatu (hereinafter referred to as “UNELCO ENGIE”, “UNELCO ENGIE Solutions” or the “Client”) on the one part,

And

[Enter name and address of Contractor]

(hereinafter referred to as the “Contractor”) on the other part.

Client Technical Contact : **Tanguy Kerzreho**
 ☎ : T : + 678 26 000 / M : + 678 71 07 058
 E-mail : tanguy.kerzreho@engie.com

Contractor Technical Contact : [Enter details]
 ☎ : [Enter details]
 E-mail : [Enter details]

BRIEF DESCRIPTION

The Client has accepted the Tender of the Contractor for the **Supply of Diesel oil for the Diesel Electric Power Plants** (the “Contract”) of the Client in Vanuatu for the consideration value as proposed by the Contractor and according to the provisions of the Contract.

TERMS OF CONTRACT

- Duration : three (3) years (from date of Contract as above)
- Contract Value: Unit Prices
- Payment terms: By bank transfer within 45 days after the end of the end of month stated in the invoice.
- Applicable Laws: laws of the Republic of Vanuatu
- Contract Number : [Enter details]

FOR CLIENT USE ONLY

Legal Approval	Financial Approval	Procurement Approval
Date : [Enter details]	Date : [Enter details]	Date : [Enter details]

SIGNING OF CONTRACT

For the Client	For the Contractor
<p>Signed/sealed:.....</p> <p>Name: M. Yves MORAULT Title/Position: Chief Executive Officer Authorized for and on behalf of: UNELCO ENGIE Solutions Address: Rue de Paris, BP 26, Port-Vila, Republic of Vanuatu</p> <p>Date : [Enter details]</p>	<p>Signed/sealed.....</p> <p>Name: [Enter details] Title/Position: [Enter details] Authorized for and on behalf of: [Enter details] Address: [Enter details]</p> <p>Date : [Enter details]</p>

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CONTRACT

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SECTION 1 GENERAL CONDITIONS OF CONTRACT (GC)

1. General Provisions

1.1 Definitions

In the Agreement the following words and expressions shall have the meanings stated:

“Agreement” means the agreement concluded between the Client and the Contractor, under which the latter undertakes to supply the Products and/or perform the Services and/or Works and consisting of the documents listed in GC 1.6.

“Client” means the entity or entities named as such in the Contract and the legal successor(s) in interest to this entity or these entities.

“Client’s Representative” means the Client’s competent general representative to whom it shall delegate all authority necessary to act on its behalf under the Agreement. Any action of the Client’s Representative shall bind the Client as though it had been taken by the Client.

“Consent(s)” means all such approvals, consents, authorizations, notifications, concessions, acknowledgments, agreements, licences, third parties licences, permits, import permits, decisions, way leaves and similar items, either in the name of the Client or the Contractor, required to be obtained for the performance of the Agreement from any Public Authority, including those required for the import, handling, transportation, storage, commissioning or putting into service of any Products, Equipment, Works and Contractor’s Tools, but excluding the Permits.

“Contractor” means the entity or entities and the legal successor(s) in interest to this entity or these entities, named as contractor, supplier, service provider, vendor or named otherwise in the Contract and which is according to the Agreement in charge of the supply of the Products and/or performance of the Services and/or Works.

“Contractor’s Representative” has the meaning given to such term in GC 6.5.

“Costs” means all duly justified and documented direct expenses (excluding any losses such as but not limited to loss of profit, loss of revenue, cost of capital) and costs, including overhead costs.

“Country” means the state where the Products shall be delivered.

“Date for Delivery” means the period or date as specified in Schedule 1 as it may be amended from time to time in accordance with clause 3.1, 3.3 or 9.4.

“Defect” means any defect (including when the Products are not fit for the purposes for which they are destined) or deficiency or lack of performance or unusual wear and tear (even if apparent before acceptance or Provisional Acceptance) in any part of the Products, including non-compliance of the Equipment, Products with the Agreement or the Law.

“Defects Liability Period” means the period, specified as such in the Agreement, during which the Contractor is liable to Make Good any Defect in respect of the Products, in accordance with the Agreement without prejudice to the Client’s right to exercise any other remedies in accordance with the Agreement.

“Effective Date” means the date on which the Agreement enters into force and effectiveness in accordance with GC 1.7.

“**Ending Value**” has the meaning given to such term in GC 21.3.

“**Environmental Liabilities**” means all losses, damages, and expenses (including, without limitation, the reasonable costs of investigation, testing, containment, removal, cleanup, abatement and reasonable attorneys’ fees and costs), whether or not quantified in amount, relating to the presence in the environment of Hazardous Materials attributable to the performance of the Agreement or to the violation by the Contractor, its agent(s), employee(s) or its Subcontractor(s) or their agent(s) or employee(s) of any Law regarding protection of the environment or the physical health of persons.

“**Equipment**” means machinery, apparatus, materials, articles and things of all kinds to be provided by the Contractor under the Agreement to become permanent part of the Works.

“**Event of Default**” has the meaning given to it in GC 20.1.

“**Final Technical File**” means the package containing all the as-built Technical Documentation as referred to in GC 7.

“**Force Majeure**” or “**Force Majeure Event**” means any event as defined in GC 18.

“**General Conditions**” or “**GC**” means these general conditions of purchase.

“**Law**” means the laws as applicable where the Client has its registered office.

“**Liquidated Damages**” means the financial compensation that will be due in case of particular non-compliance as specified in and payable in accordance with the Agreement.

“**Make Good**” or “**Making Good**” means any repair, adjustment, alteration, replacement which may be required to correct a Defect.

“**Negligence**” means on the part of a Party’s personnel, its representatives and/or one of its Subcontractors or proxies, any act or omission causing harm or contractual default.

“**Operation and Maintenance Manuals**” means the manuals described as such in the specifications and being in accordance with Best Engineering and Construction Practices.

“**Parties**” means Client and Contractor.

“**Party**” means Client or Contractor as the context requires.

“**Place for Delivery**” means the place nominated in Schedule 1, for the delivery of the Goods.

“**Products**” means all or part of the drawings, documents, substances, materials, equipment, tools, and/or other things to be studied, designed, manufactured, transported and supplied by the Contractor under the Agreement, as referred to in GC 8 and as further specified in the SC (Schedule 2), to be accepted by the Client.

“**Project Intellectual Property**” means any information and knowledge, documents, works, know-how, preparations, creations, studies, research, experiments, inventions, software, literature or any other kind of information, in any form whatsoever generated by either Party in the course of the performance of the Agreement.

“**Proposal for Variation Order**” means the proposal by the Contractor to make alterations to the Products, Services or Works according to GC 15.

“**Site**” means the location where the Products shall be installed.

“**Special Conditions**” or “**SC**” means the framework agreement if any, the specific contract and/or purchase order and their annexes as referred to as such in GC 1.6 and being one of the constituent documents of the Agreement.

“**Subcontractor**” means (i) any person, firm or company - or group thereof - (other than the Contractor) to whom any part of the Agreement has been subcontracted by the Contractor, (ii) any supplier or vendor of the Contractor and/or (iii) any service provider of the Contractor.

“**Technical Documentation**” means without any limitation all such technical documentation, specifications, samples, patterns, models, calculations, computer programs (software), Operation and Maintenance Manuals and other documents or information of a similar nature, to be submitted by the Contractor to the Client in accordance with the Agreement.

“**Termination Value**” has the meaning given to such term in GC 20.4.

“**Test Certificate**” means in relation to any test conducted in accordance with the Agreement where a Test Certificate is required, the certificate established by the Client certifying that the test has been satisfactorily passed.

“**Variation**” means any change of the Agreement and/or modification to the Products, Services or Works as set forth in a Variation Order issued by the Client in accordance with GC 15.

“**Variation Order**” means the order issued by the Client containing a Variation.

1.2 Application Scope

These General Conditions of Purchase define the general provisions that shall apply to all Products ordered by the Client to the Contractor. Special Conditions (purchase order, specifications, etc.) to be applied in addition to the General Conditions must be in writing and accepted by the Parties in accordance with GC 1.8. or as listed in Schedule 1.

1.3 Notice

Any notice, instruction, consent, approval, comment, certificate or determination to be given in connection with the Agreement must be in writing and shall be validly given delivered by hand, sent by fax, sent by registered mail, internationally recognized courier company to respectively such addressee, fax number or address as each Party has notified to the other upon the date of conclusion of the Agreement as set forth in GC 1.8. Either Party to the Agreement may change its nominated address or fax number by prior written notice to the other.

In deviation hereof, day-to-day communications (with the explicit exclusion of amendments, Variation Orders, certificates and acceptance documents) between the Parties may also happen per e-mail on the e-mail address(es) as notified by a Party to the other Party.

1.4 Contractual Language

The language to be used by the Parties for all documents is the English language, the so-called “**Contractual Language**”, as well as, if there is a requirement by any applicable Law to use a language other than the Contractual Language for some documents or items, the language imposed by such Law.

1.5 Constituent Documents of the Agreement and Priority of Documents

The Agreement is composed of the following documents listed by decreasing order of priority:

- (i) these General Conditions;
- (ii) the “**Special Conditions**” or “SC” (Schedule 1)
- (iii) the “Technical Specification of the Products” (Schedule 2)
- (iv) the other documents to which it is referred to in the Agreement by means of internet address or other means (as for example health and safety rules, Site regulations, ethics rules, etc.).

If the cumulative application of the constituent documents would give rise to inconsistency, one document shall take priority over the other in accordance with the sequence in which they are listed in this GC 1.5 and the main document shall prevail on the annexes. In case of ambiguities or discrepancies between any provisions of the same constituent document, the Contractor shall inform the Client as soon as possible after discovery thereof and the Client shall explain and/or adjust such ambiguities or discrepancies.

1.6 Entire Agreement

The documents or the undertakings that have been exchanged or concluded between the Client and the Contractor prior to the date of conclusion of the Agreement as set forth in GC 1.8 cannot prevail over the stipulations contained in the Agreement nor complement these. They cannot be invoked to clarify stipulations of the Agreement that may give rise to different interpretations, unless they are expressly mentioned and listed in the SC.

1.7 Conclusion of the Agreement - Effective Date

The Agreement is deemed to be accepted and concluded and shall enter into force on the date of the signature of the contract by both Parties, except if otherwise specified in the SC.

When the purchase order is issued and sent by the Client, the following applies. Failing written notice of refusal within five (5) Working Days of the sending of the purchase order, and in any event in case of performance of the purchase order, the Contractor is deemed to have accepted the Agreement. In case of acceptance or deemed acceptance of the Agreement, the Agreement is deemed to be concluded on the date of sending of the purchase order. If the Contractor notifies remarks or reserves after the aforementioned five (5) Working Days period expiry, such remarks or reserves are deemed to be refused unless accepted in writing by the Client.

The date of coming into force and effectiveness of the Agreement is called the “**Effective Date**”.

1.8 Amendment and Waiver

No amendment of the Agreement or waiver shall be effective unless it is made in writing and signed by the Parties’ Representative. No failure or delay of the Parties to exercise any right or remedy under this Agreement shall be considered as a waiver of such right or remedy, or any other right and remedy under this Agreement. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute consent to, waiver of, or excuse for any other further, different or subsequent breach.

1.9 Subcontracting - Purchasing

The Contractor shall not subcontract the whole of its obligations.

The Contractor shall not subcontract any part of the manufacturing and supplying of the Products, to any third party, nor purchase certain portions of the Products from any third party except the purchase of minor and non-critical components, without the prior written consent of the Client which can be withheld at discretion.

When such consent is required, the Contractor shall apply in writing form or by email for it in due time with all technical details of the scope of the subcontracting and provide the Client with a list of Subcontractors the Contractor may call upon, to allow the Client to analyse the request and give or refuse its consent.

Any such consent, if given, shall neither relieve the Contractor from any liability or obligation under the Agreement, nor result in a legal relationship being created between the Client and the Subcontractor concerned.

Such purchases and subcontracted items shall be made in full compliance with the terms and conditions of the Agreement. The Contractor shall pass to its Subcontractors all relevant obligations of the Agreement even if the Agreement does not refer expressly to the Subcontractor. Except for the purchase of minor and non-critical components, the Contractor shall prohibit its Subcontractors to subcontract or purchase the whole or part of the Products without the prior written consent of the Client.

The Contractor shall remain responsible and hold the Client harmless, for the acts, defaults and neglects of any Subcontractor as fully as if they were the acts, defaults or neglects of the Contractor.

In the event that the warranty obtained by the Contractor from its Subcontractors has a duration or extent greater than the warranty given by the Contractor to the Client by the Agreement, the Contractor shall, with respect to the warranty it has obtained, make the Client the full and direct beneficiary of that warranty.

1.10 No Exclusivity

The Contractor cannot claim any exclusivity as regards the Products that form the subject matter of the Agreement. The Client does not guarantee the Contractor any minimum volume of turnover.

1.11 No Joint Venture, Partnership or Association – Parties' authority

The Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

1.12 Severability

If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under the Law, that provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected. If such illegal, invalid or unenforceable provision affects the entire nature of this Agreement, each Party shall use its reasonable efforts to immediately negotiate in good faith a valid replacement provision having or having to a large extent the same economic impact as the illegal, invalid or unenforceable provision.

1.13 Contractor's Representations and Warranties

Contractor represents and warrants in its name and in the name of its Subcontractors or in the name of their respective directors or officers that:

(i) it is not in violation of any applicable Law that would affect its ability to perform any obligations under the Agreement, there is no criminal proceeding like fraud, corruption or money laundering that has been pronounced against it and there are no legal, arbitration, administrative proceedings or any other proceeding or investigation by or before any Public Authority, now pending or (to the best of

its knowledge) threatened against it which, if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform under the Agreement; and

(ii) it has made all filings with and obtained all Consents from all authorities required or appropriate in order to permit it to lawfully conduct its business; and

(iii) the entry into and performance of the Agreement by it, and the transactions contemplated by the Agreement do not and will not conflict with the Law, or with its charter or organizational documents, or with any of its contractual undertakings or other document which is binding upon it or upon any of its assets;

(iv) no event has occurred which would constitute an Event of Default which can be ascribed to the Contractor under the Agreement or, with the giving of notice or the lapse of time or other condition would constitute such an event; and

(v) if it carries out building works as defined in the Law related to the social security of the workers as modified from time to time, it has no social security debts, nor tax debts at the moment of the conclusion of the Agreement. Should the Contractor have such debts at any moment during the performance of the Agreement, it shall immediately inform the Client. If such debts exist at any moment, and if the Client is requested to pay it, then the Client shall be authorized at the moment of the payment of the invoices of the Contractor, to retain from the amount of the price to be paid, the percentage stated in the Law and pay it to the appropriate body of the relevant state.

The representations and warranties set forth here above shall be deemed to be maintained by the Contractor throughout the term of the Agreement; therefore, the Contractor undertakes to take all steps and make all efforts required to maintain the accuracy of these representations and warranties.

The Client may ask the Contractor to certify by appropriate documents delivered by independent authorities, all or part of such representations and/or warranties.

Without prejudice to any other remedies available to the Client under this Agreement, the Contractor hereby agrees to indemnify and hold harmless the Client from any and all costs, expenses or other liabilities arising from or related to the application of the representations as set forth in this GC 1.13.

2. Scope of the agreement and general obligations of the Contractor

The Contractor shall supply the Products for which, the detailed scope is defined in the Agreement (Technical Specification in Schedule 2).

The Products shall be complete in all respects, be wholly in accordance with the Agreement and fit for the purposes for which they are destined (it being understood that the Contractor shall be deemed to have made careful inquiries about such purpose and destination).

The Products shall include all the services, supplies and substances, materials, instruments, equipment, systems and accessories as needed to properly and timely perform Contractor's obligations, whether or not expressly stated in the Agreement. Such things shall be selected in such a way by the Contractor that they shall in no way degrade the performance and the safety of the Products.

The Technical Documentation and other documents that must be drawn up by the Contractor pursuant to the Agreement shall fully cover the relevant Products and shall set forth all the details necessary to suit their purpose.

The Contractor shall perform its obligations in accordance with, and the Products shall be in conformity with (i) the provisions of the Agreement and the consequences that normally result thereof; (ii) the latest state of the art, the best workmanship, and the Best Engineering and

Construction Practices; the Consents as they are in force at the time of the Effective Date and as modified from time to time during the performance of the Agreement (iii) all which may reasonably be expected from a normal and prudent specialized professional.

Without prejudice to the norms, codes and standards imposed by Law, the Contractor shall, for the supply of the Products apply the norms, codes, standards specified in the technical specifications or, if not specified, the relevant norms, codes and standards, generally applicable to such obligations or part thereof unless otherwise agreed with the Client.

Compliance with the obligations mentioned hereinabove shall not release the Contractor of its responsibilities under the Agreement.

The Contractor undertakes to keep spare parts and consumable in stock for the Products supplied and warrants the availability of those spare parts for the period corresponding to the normal lifecycle of the Products.

3. Compliance with Time or Delivery Schedule

3.1 Time or Delivery Schedule

Unless otherwise agreed, the Contractor shall start the performance of its obligations promptly upon the Effective Date and shall strictly carry out its obligations within the time or delivery schedule set out in the Agreement.

The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the time or delivery schedule, taking into account all relevant facts and circumstances for the performance of the Agreement.

3.2 Planning and Resources

The Client may request the Contractor to transmit, within the time set forth in the Agreement, or if no time is set forth therein, within fifteen (15) Days from the Effective Date, a schedule containing a bar chart or similar planning document, showing the sequence of activities (if required on account of the complexity of the Agreement) and the time-scale of the main steps in the carrying out of the Contractor's obligations. Such schedule shall not relieve in any way the Contractor of its obligations regarding compliance with the contractual time or delivery schedule.

3.3 Delay – Extension of Time or Delivery Schedule - costs

Whatever is the cause of the delay, the Contractor shall promptly and without further delay notify the Client when it is aware of any circumstances that may delay the performance of its obligations, and simultaneously give all information about the reason and extent of said delay and the corrective actions that the Contractor will carry out in order to avoid, strive to make up for or recover said delay. The Contractor shall take all reasonable steps to minimize the effects and document these steps in writing. It shall mobilize all available resources to reduce the delays whether caused by itself, its Subcontractors or other parties.

The time or delivery schedule set out in the Agreement cannot be extended except in case of:

(i) any Variation Order as per GC 15 or;

(ii) any suspension of the supply of Products by the Client as per GC 19 except by reason of any Defect, willful misconduct and gross negligence on the part of the Contractor or;

(iii) any material breach of a major obligation under the Agreement on the part of the Client or a delay arising from an act or default by the Client, having an adverse effect on the Contractor's compliance with the time or delivery schedule or;

(iv) Force Majeure as per GC 18;

and as far as the Contractor demonstrates that such event has a direct and material impact on its obligations under the Agreement.

Subject to the above paragraph, upon receipt of request from the Contractor, the Client shall consider all supporting details provided by the Contractor and shall extend the time or delivery schedule as appropriate. Any modification to the time or delivery schedule must be recorded through a Variation Order.

To the extent the Contractor has strictly complied with the contents of this GC 3.3 and subject to proper documentation of such costs, it shall be entitled to all reasonable costs incurred by it through events arising out of GC 3.3 (iii), costs resulting from delays for reasons under GC 3.3 (i), (iv), and (ii) shall be treated as provided in respectively GC 15, 18 and 19.

3.4 Liquidated Damages for Delay

The Special Conditions and their annexes may provide for the application of Liquidated Damages for delay if the Contractor fails to deliver Products, within the contractual time or delivery schedule, as such time may be extended according to this GC 3. Liquidated Damages shall apply automatically without any prior notice. If the Special Conditions do not provide Liquidated Damages for delay, Liquidated Damages for delay of one (1) % of the price of the Agreement shall apply per Day of delay, limited to 20% of the price of the Agreement.

Liquidated Damages for delay shall be calculated for the period between the expiry of the contractual time or delivery schedule and the date of acceptance of the Products, for each Day of delay, up to the limit as given in the Agreement, if any.

If separate Liquidated Damages for delay are specified for several time or delivery schedule, their application is cumulative if more than one time-limit is exceeded.

According to the Law, the payment of Liquidated Damages for delay shall be done by automatic deduction from any amounts due to the Contractor.

The application of such Liquidated Damages for delay shall not be exclusive of the application of other remedies available to the Client under the terms of the Agreement or the Law, in relation to the delays encountered.

3.5 Other remedies

If the Contractor's obligations have not been fulfilled at the expiry of the time or delivery schedule as specified in the Agreement as such time or delivery schedule may be extended according to GC 3, the Client may without prejudice to any other measures provided for in the Agreement such as the payment of Liquidated Damages for delay, (i) receive compensation for the resulting actual damage in excess of the amount of Liquidated Damages applied, (ii) exercise any of the remedies as set forth in GC 20.

4. Price and financial guarantees

4.1 General Provision

The price for the supply of the Products is specified in the Agreement. The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the price, taking into accounts all relevant facts and circumstances for the performance of the Agreement.

According to the Agreement, the price is either one of the following or a combination thereof:

(i) Fixed Lump Sum

When the price is not based on fixed unit prices, it is expressed as a fixed lump sum. The price to be paid to the Contractor is an all-inclusive price covering all the expenses resulting from the supply of Products or performing of the Services or Works, including the expenses related to labour, supervision, consumables, Contractor's Tools, design, engineering, delivery of Technical Documentation, manufacturing, testing, packaging transport, storage, quality assurance, erection, construction, commissioning and testing, coordination, handing over, travel, accommodation, Intellectual Property Rights costs, insurance costs, overheads, taxes, duties and profits.

(ii) Price based on Fixed Unit Prices

If the Agreement provides that the price shall be calculated on the basis of fixed unit prices, the price shall be obtained by adding up the various products obtained when multiplying the measured quantities controlled and approved by the Client with their respective fixed unit prices.

The fixed unit prices comprise all the costs of any nature whatsoever, including among others, engineering, manufacturing, transportation and installation for the proper performance of the Products.

The fixed unit prices for manpower are based on working hours/days/weeks and will be applied on hours/days/weeks actually worked, as controlled and approved by the Client. The fixed unit prices for manpower include all charges and related costs, e.g. insurance, wages (including the wage cost of the whole of the personnel for which no hourly rates are stated), social charges and bonuses to the manpower involved, the profits, the transport and travel costs, accommodation, allowances, expenses specific to controlled nuclear areas, work clothing and protective clothing, small tools and consumables. The Contractor shall organize the Services or Works so that they will be performed to the highest extent possible during normal working hours. No work can be performed outside normal working hours if the Contractor has not obtained the prior written consent thereto from the Client.

There shall be no event, reason or cause, which shall entitle the Contractor to an amendment, adjustment or increase of the price, except as expressly provided in the Agreement.

4.2 Taxes, Customs duty, other duties

The Contractor shall be liable for all taxes, duties, customs duties and other charges of whatever nature required to be paid in order to supply the Products. The Contractor shall include those charges in its price (exclusive of any Value Added Taxes – "VAT"). Unless provided to the contrary under applicable regulations, the amount of applicable VAT – to be determined in accordance with the relevant regulations as duly evidenced by the Contractor – shall be stated on each invoice. If the Client is required to pay taxes or other charges to be borne by the Contractor, the latter shall, upon presentation of appropriate documentation, reimburse the Client for such taxes or other charges.

4.3 Financial Guarantees

The Agreement may provide the following guarantees:

- (i) financial guarantees which shall be on first demand and issued by a first-class entity approved by the Client and/or;
- (ii) parent company guarantee, in the form and of the content set out in the Agreement, if any.

The costs of obtaining such guarantee shall be borne by the Contractor.

The guarantees shall enter into force at the latest on the Effective Date and, subject to mandatory provisions of the applicable Law, shall remain in force until the expiry of the Defects Liability Period or the issuance of the Final Acceptance Certificate whichever comes the latest.

If the Contractor has not fully completed its obligations thirty (30) Days prior to the expiry date of a guarantee, the Contractor shall extend, prior to the expiration date of the guarantee its validity. If the Client has not received such extension of the guarantee fifteen (15) Days prior to its expiration, the Client shall be entitled to claim the full amount of that guarantee.

If an increase of the price is mutually agreed upon under a Variation Order as per GC 15 or as an exercise of an option, the Contractor shall take such steps to increase proportionally the amount of the guarantees.

The failure to provide and maintain the guarantees within due time shall be considered as an Event of Default.

5. The Client

The Client shall comply with following obligations.

5.1 Instructions

The Client may issue to the Contractor instructions which may be necessary for the supply of Products or for the remedying of any Defects, all in accordance with the Agreement. The Contractor shall comply with such instructions.

6. The contractor

Without prejudice to the more specific provisions applicable as the case may be, the Contractor shall comply with the obligations set forth hereunder.

6.1 Duty to inform the Client

The Contractor recognizes that it is a specialist regarding the Products to deliver. As a specialist, the Contractor has the obligation to properly inform and advise the Client to propose improvements for the benefit of the Client at every stage of the negotiation as well as during the performance of the Agreement. The proposal shall be introduced and managed according to GC 15.

6.2 Duty to verify Client's information

The Contractor shall be deemed to have scrutinized the Client's requirements (including the specifications and the design criteria and calculations, if any) and all other data and information provided by the Client, in particular as regards the accuracy of these requirements and the consistency of the requirements, information or data.

The Contractor shall promptly inform the Client in writing of any lack or error in the information provided.

6.3 Revenues of the Products

The Contractor acknowledges that all revenues of any kind, if any, arising out of the use of the Products, at any time (even before the acceptance or Provisional Acceptance) or any part thereof shall be the property of the Client and, if received by the Contractor (or any of its Subcontractors), shall be promptly transferred to the Client.

6.4 Ethics and Sustainable Development

6.4.1 The Contractor acknowledges having been aware of and agrees with the Client commitments in the area of ethics and sustainable development, available on ENGIE website www.engie.com, in particular the Ethical Charter, the Guide on Ethical Practices and the Principles of the Commercial Relationship.

6.4.2 The Contractor without limitation whatsoever and wherever, (a) represents and warrants to the Client having respected and complied with, for a six (6) years period prior to the signing of this Contract; and (b) shall respect and comply with, for itself and its suppliers and sub-contractors; international and/or national applicable and enforceable rules, concerning:

(i) fundamental human rights, and in particular, to abstain from (a) using child labour or any other kind of forced or compulsory labour; (b) any form of discrimination within their company or in relation to its suppliers or sub-contractors;

(ii) embargos, the prohibition of arms or drug trafficking, and terrorism;

(iii) trade, import and export licenses, customs;

(iv) the health and safety of staff and third parties;

(v) work, immigration, the prohibition of illegal work;

(vi) respecting the environment in the design, production, use and disposal or recycling of the product;

(vii) financial criminal offences, in particular corruption, fraud, influence peddling, swindling, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgeries, and similar or related offences;

(viii) measures to combat money laundering;

(ix) competition law.

The Client (a) shall have the right but not the obligation to ask the Contractor to prove commitments it took under this clause have been properly implemented; and (b) shall be entitled, but not obliged, to carry out or order audits.

Any failure to meet the obligations set forth in this clause shall constitute a default under Contract entitling the suspension and/or termination of the Contract by, and at the sole and exclusive discretion of, the innocent party, at the defaulting party's exclusive costs, expenses and liabilities, under the terms and conditions set forth in this Contract.

6.5 Contractor's Representative

The Contractor shall name and designate a competent general representative to whom it shall delegate all authority necessary to act on the Contractor's behalf under the Agreement. Any action of the Contractor's Representative shall bind the Contractor as though it had been taken by the Contractor.

The Contractor shall, without delay, inform the Client about any change of the Contractor's Representative.

7. Technical documentation

7.1 Submission of Technical Documentation

The Contractor shall submit to the Client before the acceptance of Products all shop drawings, as-built Process Flow Diagrams (PFD), as-built Process and Instrumentation Diagrams (PID), as-built drawings for the mechanical parts, for the electrical power, control and instrumentation circuits, all documentation needed for the proper and safe operation and maintenance of the Products, as well as the technical specifications needed for the procurement of spare parts on the market for such Products. The Special Conditions may specify additional Technical Documentation to be submitted to the Client by the Contractor.

Notwithstanding the time or delivery schedule provided in the Agreement, the Contractor shall submit such Technical Documentation in the Contractual Language and within the time required in order to meet the requirements of the performance of the Agreement. The Technical Documentation shall be in the custody and care of the Contractor unless and until taken over by the Client.

Unless a higher number of copies is required under the Agreement, all documents required to be submitted to the Client shall be submitted in two copies (1 hard and 1 soft). The Client may give comments on any Technical Documentation submitted within thirty (30) Days. Should the Client not reply within this period, the Technical Documentation shall be deemed to have been commented upon.

7.2 Consequences of Comments on Technical Documentation

The Contractor shall give due consideration to the comments of the Client within twenty (20) Days after having received the Client's comments. Should the Contractor not reply within this period, the comments of the Client and their consequences shall be deemed to be accepted by the Contractor.

Once the Technical Documentation has been commented upon or deemed to be commented upon, the Contractor shall not alter it without prior written consent from the Client.

Any comment made by the Client on the Technical Documentation shall not relieve the Contractor from the due performance of its obligations under the Agreement, nor operate as a Variation Order.

7.3 Errors in Technical Documentation

The Contractor shall be liable for any cost incurred (i) in correcting any discrepancies, errors or omissions in the Technical Documentation prepared by it or on its behalf, whether or not any such Technical Documentation has been commented upon by the Client, and (ii) in correcting any work carried out by the Contractor or the Client or its respective Subcontractors, in reliance upon such Technical Documentation or due to a delay in submission of such Technical Documentation by the Contractor.

The Contractor shall be, in addition, liable for any damage incurred by the Client due to an error in the Technical Documentation.

7.4 As-Built Documents

All Technical Documentation will be transmitted in the Contractual language to the Client in their as built status and so marked, in one package called “Final Technical File”, according to the Agreement and at the latest before acceptance or Provisional Acceptance.

8. Manufacturing and construction

8.1 General Provision

The manufacturing and/or the construction of the Products including Equipment are done exclusively with substances, building materials, parts and equipment that are new, of first quality and free of any Defect, unless expressly stated in the SC. The Contractor shall be able to demonstrate at any time the origin of the raw materials and Equipment and, in particular, their compliance with quality requirements, applicable standards and codes, Law and, if any, specific requirements mentioned in the Special Conditions. In this regard, material certifications and certifications of compliance may be requested by the Client during the performance of the Agreement.

The failure to provide any document required by the Client to ensure the proper application of this article shall be considered as an Event of Default.

The Products shall be:

- (i) strictly in accordance with the Agreement including the requirements and specifications (technical or other);
- (ii) new and unused, treated to resist deterioration due to the prevailing local conditions on Site; such treatment shall include but not be restricted to coatings of protective materials, shields, etc;
- (iii) possess the promised attributes and will be fit for their intended use or purpose;
- (iv) complete and ready for use and will include all ancillaries required for proper operation, even if not explicitly named and/or specified in full;
- (v) suitable or shall be so protected to withstand the actual soil and subsoil conditions in case they are to be buried under the ground;
- (vi) free and clear of all liens, claims and encumbrances.

The Client may at any time request samples and test certificates of any material to check the compliance with the contractual requirements.

8.2 Acceptance

Upon delivery of the Products, the Contractor shall invite the Client to inspect the Products and check whether the Products are in conformity with the Agreement and/or have visible Defects.

Provided that such invitation to inspect is received, the Client shall inform the Contractor of any non-conformity and/or visible Defects thus detected within thirty (30) Days following the invitation.

If a non-conformity and/or a Defect is not discovered by the Client despite the Client’s customary inspection practices (such practices being adapted to the importance and nature of the Products

supplied, e.g. due to packaging or random checking method), the non-conformity and/or a Defect shall not be considered as accepted.

Should the Client discover a non-conformity and/or Defect, the acceptance of the Products shall not be granted to the Contractor.

The signature of a delivery certificate, written notification of completion, payment of final invoice, transfer of title or utilization of Products shall not qualify as an acceptance of the Products.

8.3 Defects Liability Period

Without prejudice to statutory warranties under the Law and additional specific warranties granted pursuant to the Agreement, the “Defects Liability Period” shall be twenty-four (24) Months calculated from the latest of (i) the date of acceptance or (ii) the date of first use by the Client, unless otherwise specified in the SC.

However, the twenty-four (24) Months period shall be extended up to the first inspection with disassembly or opening of the Products or part thereof, when such inspection is required by the Operations Maintenance Manuals and with a maximum of thirty-six (36) Months calculated from the latest of (i) the date of acceptance or (ii) the date of first use by the Client.

When any Good or part thereof has been Made Good due to any Defects under this GC 8.3, a new Defects Liability Period of twenty-four (24) Months shall apply for such Good, starting from the date of completion of such Making Good.

8.4 Notification of Defect

In case of discovery of a Defect, the Client shall notify such to the Contractor within a reasonable period following the discovery thereof.

8.5 Remedies

(i) Making Good Defects

Upon discovery of a Defect, the Client shall have the right, at its option, to:

(A) require the Contractor to promptly correct by repair the defective Products, without charging any additional expense to the Client,

(B) require the Contractor to promptly replace the defective Products with conforming Products, without charging any additional expense to the Client,

(C) require the Contractor to grant the Client a reasonable reduction in the price to be agreed, or failing agreement, fixed in accordance with GC 22.

(ii) Failing in Making Good Defects

If the Contractor fails to promptly Make Good the Defects or in case of urgency, the Client may at its sole discretion, and after notifying such to the Contractor:

(A) proceed to do the work itself or by others at the Contractor’s risk and expense provided that it does so in a reasonable manner, and all costs, incurred by the Client in undertaking such work may be deducted from the price or otherwise such costs shall promptly be reimbursed by the Contractor to the Client; or

(B) exercise all rights as per GC 20.

(iii) Client's other rights

Such remedies shall be without prejudice to Client's right to obtain indemnification for any and all damages and extra expenses incurred as a direct consequence of or related to the Defect.

9. Delivery of products or equipment

9.1 General Provision

The Products and Equipment shall be delivered according to the Incoterm (ICC 2010) as noted in the SC in compliance with the provisions of the Agreement.

9.2 Packing and Marking

All Products and Equipment shall be packed in first quality containers or packing. All packing being used shall be designed to minimize waste.

All packing shall be suitable for transport from factories/port of embarkation and rail/road/sea/air freight, rough handling at port of destination, inland transport, all as applicable.

All packing shall be suitably marked in full accordance with the shipping documents and in accordance with the applicable importation requirements for the delivery of Products or Equipment. In order to facilitate warehousing and assembling, all packets and loose parts shall be marked as follows: name of the Client; order reference number of the Client; identifying item of the equipment or the parts (as set forth in the Agreement); gross weight in kilograms; net weight in kilograms; dispatch number and packet number; and volume, in cubic meters.

In addition to compliance with the marking prescriptions above, packages containing Hazardous Materials shall contain all labels, captions, material safety data sheet and inscriptions required by the Law.

9.3 Transport

All transports must be accompanied by a transport bill indicating the shipment date, the details of the Products or Equipment and the number and type of packages, the delivery address, the identity of the carrier and a packing note.

9.4 Delivery

No later than the Date for Delivery, the Contractor must deliver the Products at the Place for Delivery.

The Contractor shall give the Client not less than seven (7) days' notice of the date on which any major item of Products or Equipment will be delivered to the Place for Delivery.

Partial deliveries are not permitted without the Client's prior written authorization.

10. Transfer of title

10.1 Ownership of Products or Equipment

Irrespective of the transfer of risks as referred to in GC 16.1 (i), the transfer of title to the Client shall take place at whichever is the earliest of the following times:

(i) on the Effective Date, in so far Products, Equipment, materials or part thereof can be identified on that date;

(ii) when Products, Equipment, materials or part thereof can be identified as intended to be delivered to the Client;

(iii) when Products, Equipment, materials or part thereof are delivered at the named place for delivery.

The Contractor undertakes to place the concerned Products, Equipment, materials apart and label them as to make it clear that these Products, Equipment, materials have become the Client's property and shall issue to the Client documents in such a form as the Client may reasonably require evidencing Client's title to such Products, Equipment, materials.

The Contractor shall indemnify the Client against any claim, loss or damage arising from any defect in the title to or encumbrance or charge or lien on Products, Equipment, materials.

11. Health, Safety and Environment

11.1 Products

The Contractor shall elaborate a Health and Safety file, comprising among other things, risk assessment reports related to design and works, all inspection reports, declarations of conformity and/or certificates of equipment and installations required by the Law or the Agreement. This file shall be delivered to the Client before the acceptance for the Products.

Before the first exposure to the risks of the Client's personnel and at the latest before acceptance for Products, the Contractor must provide a technical training of the Client's personnel that will be entrusted with the normal operation of the Products and must in particular instruct them about all orders and procedures of operation necessary for the correct operation of the Products.

At delivery of the Products, the Contractor shall submit to the Client a certificate of compliance to the Law and to the specific requirements of this Agreement regarding health and safety items.

11.2 Compliance with Engie Safety & Health Saving Rules

Health and safety at the place(s) of performance is an integral and essential part of the proper performance of the Agreement and is governed by a number of laws and regulations.

At all times during the performance of the work, the Contractor undertakes to comply with the highest health and safety standards applicable to the country and the trade. The Contractor specifically undertakes to comply with the Contractor's specific Health and Safety requirements in accordance with the Contractor's internal regulations and policies applicable at the time of performance of the work, and to take all appropriate measures so as not to compromise the health and safety of any natural person working at the place(s) of performance of the work.

(i) Health and Safety: Applicable standards, Rules that save, Risk assessment

(I) Applicable standards

(A) All the Contractor's personnel involved/participating in the performance undertakes to comply at all times with the strictest applicable Health and Safety standards.

(B) The strictest applicable standards in terms of Health and Safety include in particular the 9 Rules which are as follows:

1. I do not go under a load. I do not remain under a load.
2. I position myself outside the trajectory of moving equipment.
3. I hang my harness when I work at height.
4. I descend into the trench if the burial protection is in place and appropriate.
5. Before entering a confined space, I ensure that the atmosphere is controlled and monitored during the entire operation.
6. Before performing work with a hot spot, I ensure that there is no risk of fire or explosion.
7. I make sure that there is no energy (mechanical, chemical, electrical, pressurized fluids, etc.) before starting the work.
8. I do not handle my telephone and other means of communication while driving.
9. I do not drive while under the influence of alcohol or drugs.

These 9 Saving Rules are the 9 situations identified by the Client as creating a risk of fatal accident for individuals intervening in any capacity whatsoever on the work site.

(C) The Client shall set up a monitoring system aimed at updating the applicable Health and Safety standards. The Contractor shall take the necessary measures to inform its staff about these developments and shall ensure that its staff is informed of their consequences on its work.

(D) The Contractor undertakes to make any adjustments requested by the Client with regard to Health and Safety.

(II) Rules that Save

(A) The Contractor shall ensure that all personnel under his responsibility, including his own personnel and those of his subcontractors, are informed of the Saving Rules, respect them.

The Client shall take all necessary measures to ensure compliance with the Saving Rules and shall inform the Contractor thereof.

For Group employees, temporary workers and personnel from external companies

OUR LIFE SAVING RULES

Target: **zero** fatal accident



Clip on your harness when working at height.



Do not perform hot work unless the fire or explosion risks have been eliminated.



Stay out of the path of moving vehicles, plant and equipment.



Do not walk or stand under a load.



Verify that there is no live energy (mechanical, chemical, electrical, fluids under pressure, etc.) before starting work.



Do not handle your phone or any other communication device when driving.



Only enter a trench if the appropriate wall supports are in place.



Do not drive under the influence of alcohol or drugs.



The atmosphere must be tested safe before entering a confined space and monitored as you work.



11.3 Operation and Maintenance Manuals

The Contractor shall furnish to the Client as soon as possible before acceptance for Products, the Operation and Maintenance Manuals in sufficient detail to enable the Client's personnel to operate, maintain (including dismantling and reassembling) and adjust all parts of the Products. The Operation and Maintenance Manuals shall be written in the official languages of the Contractual Language and shall take into account the risk assessments regarding health and safety. The Operation and Maintenance Manuals shall include also all information, including identification of parts, and manufacturers' names, addresses, telephone and fax numbers, to enable the Client to procure spare parts for the entire Products. The Contractor shall revise the draft manuals of operating and maintenance to incorporate the comments made by the Client.

The Contractor shall during the Defects Liability Period revise and/or update the Operation and Maintenance Manuals and issue a final version of the Operation and Maintenance Manuals at the end of the Defects Liability Period.

Any cost incurred by the Client at any time due to a delay in supply of the Operation and Maintenance Manuals or to an error or omission in the same manuals shall be charged to the Contractor.

12. Invoicing and payment

12.1 Form of Invoices

If so required by the Client, the Contractor shall collaborate with the Client to facilitate the invoicing process including usage of web tool and pre-invoicing.

Invoices shall be submitted to the addresses and with the number of copies specified by the Agreement. In addition to the items which are required to be stated pursuant to applicable regulations, they shall set out:

- (i) the full references of the purchase order and of the Variation Orders if any (name of the Agreement, description of the object, complete reference number);
- (ii) for Services and/or Works, the service entry sheet number, if any;
- (iii) the total price or, as the case may be, the partial amounts of the order or its Variation Order for the remunerations at fixed lump sum, or the amount consistent with the progress statement for the price covered by fixed unit prices;
- (iv) the indication of the due term and the milestones as provided for in the Agreement;
- (v) in the case of partial or complete delivery, the detail of the supplies or services for which payment is requested;
- (vi) the supporting documents (progress statements and/or reports, work orders, delivery notes, etc.).

Any and all of the statements or references above stated are required for due registration in the Client's accounting system and will enable proper payment.

12.2 Invoicing Schedule

The Contractor may issue its invoice for each payment term as set forth in the SC if any, or when the Products, Services or Works are complete and are accepted by the Client.

Invoices subject to reports of end-of-work, industrial start-up, acceptance, Provisional or Final Acceptance, shall be submitted together with a copy of their relevant reports or certificates.

The amounts relating to Variation Orders are invoiced separate from those issued for the main order.

12.3 Importation obligations

When the purchase order covers Products, imported into the Country from another EU Member state, the Contractor shall supply on its invoice the information requested in the Agreement with a view to making it possible for the Client to comply with Importation obligations.

12.4 Timing of Payments and Payment Terms

Subject to mandatory provisions of the Law, the amounts due are payable at sixty (60) Days from the date of the invoice or as otherwise agreed in SC, provided the contents and form of the invoice are compliant with the terms of the Agreement.

With respect to any invoice for a down payment or a milestone payment, the relevant invoice shall become due if the Contractor has fulfilled all contractual obligations at the date of the submission of the invoice for that down payment or milestone payment.

No payment can be requested by the Contractor if a payment relating to a previous term has not been carried out by the Client owing to an infringement, deficiency or default on the part of the Contractor.

The Contractor shall list and identify all its claims towards the Client, of which it had knowledge on or before submitting an invoice. No other claims or costs, including but not limited to extension of time or delivery schedule, indemnification, breach of Agreement, will be allowed thirty (30) days after the date of submission of the invoice.

If the payment of any sum payable under this Agreement is delayed for reasons attributable to the Client, the Contractor may ask interest on the amount unpaid for the period equal to the number of Days elapsed between such due date and the date of payment, at the rate per annum (for a year of 360 Days) being the three Months EURIBOR for similar amount and period (prorated if necessary), such interest rate to be increased by a margin of 2 points per annum, except if otherwise provided in the Law or in the SC. The interest rate is the rate in force on the date of issuance of the invoice.

12.5 Disputes with respect to Amounts Invoiced

If the Client disputes any amount specified in an invoice, it shall be entitled to limit its payment with respect to such invoice to the undisputed amounts.

With respect to the disputed amounts, the portion which eventually becomes due shall be paid within sixty (60) Days from the date of conclusion of the agreement reached between the Parties or the pronouncement of the decision definitively resolving the dispute. The Contractor undertakes not to invoke the exception of non-performance in order to suspend the performance of its obligations during the dispute.

Payment by the Client, wholly or in part, does not, in any case, constitute acceptance of the Products.

12.6 Adjustment of Invoices

If any sum becomes payable under the Agreement by the Contractor to the Client, whether by deduction from the price or otherwise, the amount thereof shall be established in an appropriate accounting document, modifying, if applicable, the corresponding VAT and set off against any payment due under any invoice.

13. Intellectual property rights

The Contractor shall grant to Client the right to freely use all intellectual property rights on the Products and Services. The Contractor shall transfer exclusively to Client, as of right and without any formal procedures, gradually as they are completed all intellectual property rights on the deliverables executed for the Contractor under a purchase order (including the right to reproduce and represent on any medium and as many times as desired or to modify the deliverables). This transfer shall be valid for the duration of legal protection of the intellectual property rights and for the whole world. The Prices agreed between the Parties include this transfer of rights.

The Contractor shall indemnify and hold the Client harmless against any action by a third party resulting from the violation of intellectual property rights in connection with any deliverables, Products and/or Services supplied under a purchase order, and shall be fully responsible, as regards the Client, for any resulting damages, including the cost of legal assistance. Moreover, the Contractor undertakes, at its own cost, to adapt the deliverables, Products and/or Services which would violate the intellectual property rights of a third party or to replace them with similar or equivalent deliverables, Products and/or Services. If this is not possible, Client may terminate the purchase order without prejudice to any damages it may claim.

14. Confidentiality, Personal Data and Cybersecurity

14.1 Confidential Information

All information of any nature, either commercial or technical, disclosed by either Party to the other in connection with the purchase order or during its execution, remains the exclusive property of the Party disclosing said information. The Party receiving said confidential information from the other Party shall only use it in connection with the purchase order and shall return it to the disclosing Party after execution of the purchase order. The receiving Party undertakes to treat said information as strictly confidential for a period of five (5) years following the date upon which the purchase order was placed. The receiving party shall only disclose it to employees as may be required to execute the purchase order (on a need to know basis) and shall ensure that said employees are bound by similar confidentiality obligations.

Each Party shall not disclose confidential information received from the other Party to any third parties under any circumstances without prior written authorization of the disclosing Party.

Any violation of this confidentiality clause by any of the Parties will amount to a breach of Contract.

14.2 Protection of Personal Data

In order to execute this contract, the Contractor is required to process data of the Client and the Client's employees and, in particular, Personal Data. The Client attaches particular importance to the protection of Personal Data, which is particularly important for its image and assets.

Each Party undertakes to comply with the provisions of the French Data Protection Act of 6 January 1978 as amended by the Act of 6 August 2004 (the "*Loi Informatique et Libertés*").

As such, the Contractor shall process the Client's Personal Data in accordance with the Client's instructions and shall not use the Personal Data for purposes other than those expressly defined and authorised by the Client.

The Contractor furthermore undertakes to :

- (i) To implement security and confidentiality measures appropriate to the nature of the Personal Data and the risks involved in the processing, in order to preserve the security of the Personal Data and, in particular, to prevent their alteration, damage, or unauthorized third party access to them;
- (ii) Not to retain the Personal Data beyond the time necessary to perform its contractual obligations as defined by the Client under this Contract ;
- (iii) To take all necessary measures to avoid the risk of spreading viruses;
- (iv) Delete and/or return the Contractor's Personal Data at the end of the Contract in accordance with the Client's instructions and no later than 1 month after receiving such instructions ;
- (v) Not to take any copies of documents and information media containing Personal Data, except those necessary for the performance of the services under this contract and to proceed or have proceeded with its subcontractors, at the end of the contract, the destruction of the Personal Data, computerized or manual files containing the Personal Data collected under this contract ;
- (vi) Ensure that any violation or leakage of Personal Data is reported to the Client as soon as possible and no later than forty-eight (48) hours following its discovery and take appropriate measures to limit the consequences of such violation or leakage.

The communication of Personal Data from the Contractor to a third party, regardless of its location, is authorized only subject to the Contractor obtaining the Client's prior and express consent.

The transfer of Personal Data of the Client to an entity of the Contractor located outside the European Union that does not provide an adequate level of protection within the meaning of the European Directive 95/46/EC of 24 October 1995 on the protection of personal data (Directive 95/46) is also subject to the prior and express consent of the Client.

14.3 Cybersecurity

The Contractor intervening on the industrial control system (ICS), acknowledges to have taken knowledge of the safety rules of UNELCO Engie Solutions. It is up to the Contractor to adopt a professional and responsible behavior during the access to the ICS of UNELCO Engie Solutions in order not to disturb its operation, nor to involve a misuse of the activities for non-professional or illegal purposes, nor to degrade the image of UNELCO Engie Solutions. Any change of the system must be approved and authorized by UNELCO Engie Solutions.

As a principle, the Contractor has access only to the components of the ICS which are strictly necessary for the accomplishment of the tasks or missions entrusted to him. He must in no case seek to reach by diverted or fortuitous means to information and/or resources for which he did not have the authorization of access.

The Contractor is subjected to an obligation of confidentiality, he must not transmit any information characteristic of the ICS of UNELCO Engie Solutions (network access, software operation...).

15. Variations

15.1 Client's Power to Vary

The Client shall be entitled to require the Contractor to make alterations to the Products, and to the manner of their execution, including, without limitation any of the following:

- (i) increase or decrease the quantity of, or omit any portion of the Products, included in the Agreement; or
- (ii) change the character or quality or kind of any such portion; or
- (iii) change the Client's requirements with respect to any part of the Products, or
- (iv) supply additional Products, materials and/or equipment, or
- (v) change the time or delivery schedule or the sequence of the performance of the Agreement; or
- (vi) adapt the Products, or any part thereof to accommodate any change in Law or codes, norms and standards after the date of conclusion of the Agreement to the extent they have a direct and material impact on the Contractor's obligations.

No such alteration shall in any way vitiate or invalidate the Agreement and, in carrying out such alteration, the Contractor shall be bound by the Agreement, subject to the alteration itself, as if the alteration was originally stated in the Agreement.

15.2 Orders for Variations to be in Writing

Unless otherwise agreed in the SC, the Contractor shall within ten (10) Days after having received any instruction for alteration to the Products, Services or Works from the Client, or earlier if so requested by the Client or later if so agreed in writing by the Client, notify to the Client by a Proposal for Variation Order, which will include at least, in the Contractor's opinion:

- (i) impact, if any, (in addition or in deduction) on price, and
- (ii) alteration, if any, on the time or delivery schedule, and
- (iii) alteration, if any, on warranties or guarantees (including guaranteed performances), and
- (iv) description of the alteration of the scope of the Agreement, and
- (v) any other effect, if any.

If the Client agrees with the Proposal for Variation Order issued by the Contractor, the Client shall issue the Variation Order. If the Client and the Contractor are unable to agree on the Proposal for Variation Order, the Client may either withdraw the instruction without liability or issue a Variation Order in accordance with GC 15.3.

No such alteration shall be implemented by the Contractor without a Variation Order duly signed by the Client's Representative.

Nothing in this GC 15 shall prevent the Contractor from making Proposals for Variation Orders to the Client within ten (10) Days of occurrence of the event leading to such proposal. No alteration so proposed shall be carried out by the Contractor except as directed in writing by the Client through a Variation Order. In the absence of a proposal within the above-mentioned ten (10) Days period, the

Contractor shall irrevocably be deemed to have waived its right to make a Proposal for Variation Order and the event shall be deemed to have no impact on time or delivery schedule, price or technical performance of the Products, Services or Works.

No alteration instructed by the Client or proposed by the Contractor shall result in an addition to the price or an extension of the time or delivery schedule if instructed or proposed as a result of some negligent act, omission or default on the part of the Contractor.

It is understood that all the terms and conditions of the Agreement shall apply to the Variation Order, except those explicitly modified by the Variation Order.

15.3 Evaluation of Variations

The Client and the Contractor shall each use their reasonable endeavors to agree upon the Proposal for Variation Order as soon as possible.

If the Parties do not agree in a reasonable time, the Client shall have the right to instruct the Contractor to work on a cost-plus-fee basis (in respect of which a 10% fee will be applied on the cost) and shall issue a Variation Order accordingly. The Contractor shall have the obligation to execute such Variation Order.

15.4 Notice and Confirmation of Variation

In cases where Products or Equipment are already manufactured, or in the course of manufacture, or any work done or drawings or patterns made that require to be altered, the Contractor shall be entitled to be paid the cost of such alterations duly substantiated, for incorporation in the evaluation referred to GC 15.3.

15.5 Progress with Variations

Without prejudice to GC 15.3, the Contractor shall, on receipt of the Variation Order, immediately proceed to carry out such order. The time required to reach agreement or to resolve any difference or dispute, as to any addition to or deduction from the price or any other effects as a result of such order shall not be invoked to excuse delays incurred in the carrying out of such order.

16. Liability and responsibility, risks, care and custody liability

16.1 General Responsibility

(i) Damage to the Products - Risk, Care and Custody Liability

Irrespective of the title of ownership to the Products, the Contractor shall take full responsibility for the care of the Products and bear the risk for loss and damage regardless of the causes which produced them, until the acceptance of Products.

If any loss or damage occurs to the Products, or any part thereof, during the period for which the Contractor is responsible for the care thereof from any cause whatsoever, the Contractor shall at its own cost rectify such loss or damage so that the Products shall conform in every respect with the provisions of the Agreement.

After the date of acceptance of Products, the Contractor shall be liable for and indemnify the Client from any damage to Products, occasioned by the Contractor, its personnel and Subcontractors in the course of any operation carried out for the purpose of completing any outstanding obligation or complying with its obligation under GC 16.1 (ii).

(ii) Claims for Loss or Damage after Defects Liability Period

The Contractor is liable, after the end of the Defects Liability Period, for Hidden Defects during twenty-four (24) months.

The Contractor's liability for such Hidden Defects shall in that event be the following:

- (a) the Contractor shall Make Good the Products, or
- (b) if the Products, are not Made Good within a reasonable time to be agreed upon between the Client and the Contractor, the Client may proceed to do the work itself or by others at the Contractor's risk and costs provided that it does so in a reasonable manner.

16.2 Defense of Claims

The Client shall notify the Contractor as soon as reasonably practicable of any claim made by third party(ies) against the Client in relation to which the Contractor is obliged to indemnify and hold harmless the Client pursuant to GC 16.1 (hereinafter the "**Claim**").

The Contractor shall intervene and assist and when possible, stand in for the Client in the defense of its rights and interests.

The Client shall have the right, but not the obligation, to contest, defend and litigate such Claim and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Contractor.

One Party may only settle or compromise on any such Claim with the prior written consent of the other Party.

The Client shall, at the request of the Contractor, provide all reasonable assistance for the purpose of contesting any such Claim and shall be repaid all reasonable costs and disbursements (including legal fees) incurred in so doing.

If any such Claim involves or could have a material adverse effect upon the Client beyond the scope of this Agreement, then the Client shall have the right to be consulted and regularly informed with respect to the defense of such Claim and the Client shall be entitled to make any suggestion to the Contractor in respect of such defense.

16.3 Limitation of liability

The Parties may agree on limitation of liability in the SC.

Any limitation of liability under the Agreement shall not apply:

- (i) if not allowed under the mandatory provisions of the Law,
- (ii) in the case of willful misconduct meaning on the part of a Party's personnel and/or one of its Subcontractors or proxies, an intentional and wrongful act,
- (iii) or in the case of gross negligence meaning on the part of a Party's personnel and/or one of its Subcontractors or proxies, an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such act or omission,

(iv) nor shall such limitation of liability apply regarding any claims made by any third parties (claims made by third parties include, for purposes of this clause, claims made by any Subcontractor, employees, agents of a Party, as well as claims made by any Public Authority and/or other any third party),

(v) when otherwise provided in the Agreement,

(vi) for the obligation of the Contractor to Make Good,

(vii) in case of Termination for Contractor's Default.

Moreover, the limitations of liability provided herein shall be without prejudice to the payment of Liquidated Damages,

In all cases where a Party is claiming a breach of Agreement or a right to be indemnified in accordance with the Agreement, it shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

17. Insurance to be taken out by Contractor

17.1 General provisions with respect to Insurance

(i) Prior to undertaking the supplying of any Products, the Contractor shall take out and maintain insurance with first class insurance companies for as long as it is bound by contractual obligations under the Agreement, legal requirement or Best Engineering and Construction Practices.

(ii) Upon request, the Contractor shall transmit to the Client certificates or cover notes evidencing the insurance procured prior to the Effective Date. The Contractor shall inform the Client by registered letter to the Client in the event of a change to or cancellation of the policies and not later of thirty days following such event.

(iii) The fact that the Contractor has taken out the insurance covers prescribed by the Agreement shall not relieve it of its legal or contractual liabilities.

18. Force majeure

18.1 Definition of Force Majeure Events

A force majeure event is an event which is reasonably unforeseeable, and which is uncontrollable that prevent one party to perform its obligations and which cannot be circumvented by the affected party. In case of force majeure, the obligations of either of the Parties affected by a force majeure shall first be suspended. The affected Party shall promptly notify the other Party in the event of a force majeure and the probable duration thereof; the affected Party shall be make every effort possible to minimize the effects resulting from this situation.

A Force Majeure Event does not include, among others:

(i) technical failures, normal wear and tear, or breakdown in Products or Equipment;

(ii) shortage of parts, materials, staff or other similar circumstances, for which the Contractor may be responsible pursuant to the Agreement,

(iii) late or non-delivery of Products, Equipment, materials, spare parts,

(iv) non performance or late performance of Services or Works by the Contractor; or on the part of third parties employed by the Contractor, whether or not due to a Force Majeure Event,

Similarly, the Contractor may not be able to invoke as a Force Majeure Event, the non-obtainment of a Permit, a Lapse of Permit, and any action taken by the government or a Public Authority with respect to a Permit, to the extent that they constitute remedies or sanctions lawfully exercised by a competent authority as a result of non-compliance by the Contractor with the Law or Permit conditions.

18.2 Notice of Force Majeure

If either Party is prevented from performing any of its obligations under this Agreement by a Force Majeure Event, it shall promptly notify the other Party of the events or circumstances constituting the Force Majeure Event, the likely duration of such events, circumstances and their consequences and of its obligations whose performance is thereby prevented and the presumed duration thereof.

The affected Party shall deliver such notice as soon as possible but not later than ten (10) Days as from the date on which the Force Majeure Event was discovered by the affected Party for the first time. After delivering such notice, the affected Party shall keep the other Party informed of material developments relating to such Force Majeure Event. The affected Party shall, in particular, notify the other Party of the exact date on which the Force Majeure Event has ceased to exist and of the extent to which the performance of its obligations under this Agreement have been affected. The affected Party shall attach supporting documentation to this written notice, and if applicable attestations issued by an official body in this respect.

For avoidance of doubt, the affected Party shall have the burden of proving both the existence of any Force Majeure Event and the effect, both as to nature and extent, which such Force Majeure Event has on its performance.

18.3 Consequences of Force Majeure

The affected Party, on giving notice in accordance with GC 18.2 shall:

- (i) not be liable for the performance or punctual performance, as the case may be, of the notified obligations as long as the events or circumstances notified (or the effects thereof) continue; and
- (ii) be deemed not to be in breach of the Agreement to the extent that such breach is caused by such Force Majeure Event

provided, however, that, no relief, including the extension of performance deadlines, shall be granted to the affected Party pursuant to this GC to the extent that such failure or delay would have nevertheless been experienced by the affected Party had the Force Majeure Event not occurred.

Each Party will bear its cost caused by the circumstances of Force Majeure.

The affected Party shall nevertheless use all reasonable endeavors to properly protect and secure the Products and continue to perform its obligations under this Agreement and to minimize the adverse effects of such Force Majeure Event. In particular, the Contractor shall notify the Client of the steps it proposes to take, including any reasonable alternative means for performance which is not prevented by Force Majeure Event, but shall not take any such steps unless directed so to do by the Client.

18.4 Optional Termination

If either Party is prevented from performing any material obligation under this Agreement due to a Force Majeure Event for a continuous period of twelve (12) Months, then the other Party may at any time thereafter, terminate the Agreement by notice to the other Party. The notice to terminate must

specify the termination date, which must be not less than thirty (30) Days after the date on which the notice to terminate is given.

Neither Party shall have any liability to the other in respect of termination of the Agreement due to a Force Majeure Event, without prejudice to rights and liabilities which have accrued prior to such termination.

Upon such termination, the Client shall pay to the Contractor:

(i) the amounts payable for any Products delivered, at the prices and under the conditions stated in the Agreement;

(ii) the cost of Products and materials ordered for the Products, which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery; in each case to the extent that the Equipment and Products delivered, are in a form of value to, usable and useful for the Client, it being understood that the costs mentioned above under (i) and (ii) shall be paid by Client to the extent Contractor has proven that, notwithstanding all its reasonable efforts, the Products, Equipment, cannot be reallocated for other purposes.

Such Products shall become the property of the Client when paid for and be at the risk of the Client when the Contractor delivers those Products, to the Client.

19. Suspension of supply of products

19.1 Order to Suspend

The Client may at any time instruct the Contractor to suspend the supply of Products or any portion thereof for such time and in such manner as the Client may reasonably consider necessary and during such suspensions the Contractor shall properly protect and secure the Products, against any deterioration, loss or damage, as considered necessary or required by the Client.

Any Cost reasonably incurred and properly documented by the Contractor in giving effect to the Client's instructions under this GC 19.1 shall be borne and paid by the Client unless otherwise explicitly provided in the Agreement, or, unless such suspension is:

(i) necessary by reason of some material default on the part of the Contractor, or

(ii) due to reason of Force Majeure, or

(iii) necessary for the proper supply of Products or for the safety of the Products, and the safety of persons or any part thereof in so far as such necessity does not arise from any act or default by the Client, or any other contractors working for the Client.

The Contractor shall not be entitled to recover any such extra cost unless, within fourteen (14) Days after receipt of the order to suspend, it gives to the Client prior written notice of its intention to make such claim, in the form of a Proposal for Variation Order in accordance with GC 15.

19.2 Resumption of Works

At any time after a suspension under GC 19, the Client may give notice to the Contractor to proceed with the delivery of Products suspended under this GC 19.

19.3 Prolonged Suspension

If the supply of Products or any portion thereof is suspended pursuant to GC 19 and if notice to resume execution is not given by the Client within twelve (12) Months per occurrence, then the

Contractor may serve prior notice in writing on the Client requiring to proceed with the supply of Products, or the portion in regard to which progress is suspended.

If such permission is not granted within thirty (30) Days following receipt of such notice, the Contractor may, by a further prior written notice to the Client, elect to treat the suspension.

(i) either, where it affects a portion of the Products, as an omission of such portion which shall be settled pursuant to GC 15;

(ii) or, where the suspension affects the whole of the Products, as a Termination for Client's Default the consequences of which are to be resolved in accordance with GC 21;

(iii) this GC 19.3 shall not apply in the cases set forth in 19.1 second paragraph under (i), (ii) and (iii).

20. Remedies for contractor's default

20.1 Event of Default and Notice

If the Contractor:

(i) assigns or subcontracts all or part of the Agreement, other than permissible assignments or subcontracting as provided in the Agreement; or

(ii) without reasonable excuse suspends the progress of the Products; or

(iii) fails to reach the time or delivery schedule as stated in the Agreement; or

(iv) commits a breach of any material obligation under the Agreement; or

(v) fails to obtain and/or maintain the required representations and warranties pursuant to GC 1.13; or

(vi) abandons or repudiates the Agreement; or

(vii) fails to have the Consents and insurances in full force and effect within the prescribed time and to maintain them in effect thereafter according to the Agreement; or

(viii) subject to mandatory provisions of Law, becomes bankrupt or insolvent, has a receiving order made against it or compound with its creditors, or carries on business under a receiver, administrator, trustee or manager for the benefit of its creditors (or any of them) or goes into liquidation or if the guarantor (i) finds itself in the same situation as aforementioned or (ii) does not comply with its obligations as mentioned in the guarantee; or

(ix) is prevented or delayed in the supply of the Products, because an attachment, seizure, compulsory acquisition or execution process is levied, effected, enforced or sue out on or against the Products or Equipment and/or a substantial part of the assets of the Contractor; or

(x) is in default due to any other event mentioned as an Event of Default in the Agreement

(any of such circumstances being hereinafter referred to as an "**Event of Default**"),

the Client may give ten (10) Days' notice to the Contractor of its intention to apply any of the remedies provided in this GC 20. Upon the expiry of such notice and unless during such ten (10) Days' period the Contractor has remedied the Event of Default or started and diligently pursues to remedy at the

Client's sole determination, then, the Client may have recourse to any or several of the remedies specified in this GC 20.

However, such notice shall not be required in case of event (i), (iii), (vi), (viii) and (ix) nor in case of urgency.

20.2 Suspension

Subject to GC 20.1 on and at any time after the occurrence of an Event of Default, the Client may upon written notice to the Contractor (but without further additional formality being required), while such Event of Default subsists, suspend performance of its obligations under the Agreement.

20.3 Substitution without Termination

Subject to GC 20.1 at any time after the occurrence of an Event of Default, the Client may, upon written notice to the Contractor (but without further additional formality being required), while such Event of Default subsists, make good for the Contractor's default by performing himself or by having a third party perform the relevant obligations, at the Contractor's risks and expenses. The Contractor shall nevertheless use all reasonable endeavors to continue to perform the obligations under the Agreement not affected by the substitution.

20.4 Termination for Contractor's Default

(i) General

Subject to GC 20.1 the Client may terminate the Agreement by written notice to the Contractor (without further additional formality being required).

(ii) Termination Value

As soon as practicable after the Client has terminated the Agreement, the Client shall calculate the "**Termination Value**", being the difference between the amounts already paid by Client to Contractor under the Agreement, and:

(A) the costs of the Products, carried out at the date of termination excluding any profit elements of any type, and;

(B) the costs of Equipment and materials ordered for the Products, which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery excluding any profit elements of any type;

in each case to the extent that the Products, Equipment and materials delivered, are in a form of value to, usable and useful for the Client, and to the extent the Contractor has proven that, notwithstanding all its reasonable efforts, the Products, Equipment, cannot be reallocated for other purposes. Title of the Products, Equipment, which can be reallocated by the Contractor and for which the transfer of title already has been passed to the Client in accordance with GC 10, shall return to the Contractor at the moment of termination of the Agreement.

(iii) Consequences of Termination and Client's rights

Without prejudice to GC 20.5, upon termination, the Client shall be entitled, but not have the obligation, to:

(A) complete the Products, itself or engage any other contractor to do so for the Client's own benefit and

(B) request the Contractor to assign (and, if so, the Contractor shall thereupon assign) to the Client the benefit of any agreement for the supply of any Products or Equipment including any associated guarantees and warranties which the Contractor may have entered into for the purpose of the Agreement and title to all Products, Equipment and other assets which are vested in the Contractor at that time and have been acquired by the Contractor for the purposes of the performance of the Agreement, including any right that is the subject matter of GC 13 Contractor acknowledges that in principle the benefits of all abovementioned agreements will be assignable, and it will use its best efforts to make all such agreements assignable as regards their benefits; and

(C) suspend any further payment to the Contractor,
In case the Client decides to make good and complete the Products, the Client shall be entitled to the reimbursement by the Contractor of the extra costs (i.e. the total cost incurred by the Client for the Making Good and realization of the Products, less the price of the Agreement). Upon the Client's request, the Contractor shall immediately pay the extra costs increased by ten (10) % for management costs to the Client. The reimbursement of the extra costs shall be free of any withholding taxes, taxes, or other charges.

To the extent that the title has not yet been transferred to the Client in accordance with GC 10, the Contractor shall transfer or assign to the Client, as the Client shall direct, all the Contractor's rights, title and interests in and to the Products and the Equipment which the Client is required to pay for according to the above.

If the amounts already paid by Client to Contractor under the Agreement are higher than the Ending Value, Contractor shall promptly reimburse to Client the difference between the already paid amount under the Agreement and the Ending Value.

If the amounts already paid by Client to Contractor under the Agreement are lower than the termination fee, Client shall pay the difference between the Ending Value and the amounts already paid under the Agreement.

20.5 Client's Right of Rejection of the Products

Independently of any former transfer of ownership or risk, if

(i) prior to acceptance of Products, a Defect occurs, and the Products cannot be completed in a reasonable and timely manner; or

(ii) during the Defects Liability Period the Contractor is not able to remedy a Defect that renders impossible the normal, safe and proper use or operation (including in accordance with the guaranteed technical performances as set forth in the Agreement) of the Products;

then, the Client may reject the Products.

In case of a rejection, the Client may:

(i) either, ask that the Products, be replaced, totally or in part, by the Contractor, at the latter's cost and to his detriment and grievance, and without prejudice to the possible rights of the Client to damages. While waiting for the replacement, the Client is entitled to use these Products, under the responsibility of the Contractor, on condition of certain modifications, additions or adaptations made at the cost of the Contractor, either by himself or by another supplier, if need be.

The rejected Products, are then freely at the disposal of the Client, who undertakes to use them in the operating and maintenance conditions specified in the documents transmitted by the Contractor;
or

(ii) refuse the replacement of the rejected Products, and, with a fifteen Days notice by registered letter, cancel all or part of the Agreement. This rejection and the early termination of the Agreement are notified by the Client to the Contractor as indicated above; the latter must repay to the Client, within thirty Days from the date of mailing of this notification, the payments already received for the rejected Products.

In all the cases above, the rejected components are returned to the Contractor at the place of the installation, save for other regulatory or legal stipulations.

The Contractor must, at his own cost, dismantle and evacuate these rejected elements, at the time indicated by the Client.

Should the Contractor fail to do so, the Client may have the required demolition, dismantling, decontamination or evacuation done at the Contractor's cost, without any liability to the Client.

20.6 Further Provisions with respect to Remedies

None of the remedies specified in GC 20 shall be exclusive of any other remedies available to the Client at law or under any other provision of this GC or of the Agreement, including the Client's right to obtain compensation for any damages suffered.

In the event of termination by the Client under this GC 20 for Contractor's Default, the Client shall not owe any damages to the Contractor as a result of such termination.

21. Termination for Client's Convenience or Client's Default

21.1 Notice of Termination for Client's Convenience

The Client may at any time terminate the Agreement for any reason by giving the Contractor a notice of termination in accordance with this GC 21.1. The Agreement shall terminate with effect from the date indicated in such notice.

21.2 Notice of Termination Due to Client's Default

In the event of the Client

(i) being in a repetitive breach of its obligation to pay to the Contractor the amount (or the portion of the amount not disputed in good faith and with due cause) due under any invoice at the due date without prejudice to any deduction that the Client is entitled to make under the Agreement and provided, that, the Contractor has then given not less than sixty (60) Days' notice in writing and payment has not been made within this period (except only to the extent that the Client is challenging the amount or a portion thereof due under such invoice in good faith and with due cause); or

(ii) having suspended the Products, allowing the Contractor to treat the case as a termination of the Agreement by the Client according to GC 19.3 (ii), or

(iii) becoming bankrupt or insolvent, having a receiving order made against it or compound with its creditors, or carrying on business under a receiver, administrator, trustee or manager for the benefit of its creditors or going into liquidation, or

(iv) committing a breach of a material obligation under the Agreement and provided that, the Contractor has then given not less than thirty (30) Days' notice in writing and the Client has not remedied the breach or started and diligently pursues to remedy,

The Contractor may terminate the Agreement by thirty (30) Days' written notice to the Client. However, the thirty (30) Days' written notice by the Contractor to the Client shall not be required in case of event listed under (iii) above.

21.3 Payment in case of Termination for Client's Convenience or due to Client's Default

In the event of termination under GC 21, the Client shall pay to the Contractor as Ending Value:

- (i) the costs of the Products, carried out at the date of termination and;
- (ii) the costs of the Equipment and materials ordered for the Products that have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery;
- (v) ten (10) % of the above-mentioned costs under (i) and (ii) for profit on those costs;
- (vi) five (5) % of the difference between (a) the price of the Agreement on the one hand and (b) the costs paid by the Client under (i) and (ii) increased by ten (10) % as mentioned under (v) on the other hand, for loss of profit which the Contractor may have suffered in consequence of termination, less any sums which the Contractor is liable to pay to the Client under or by virtue of the Agreement.

However, the costs mentioned above under (i) and (ii) and the 10% of those costs as set forth under (v) shall be paid by Client to the extent that Contractor has proven that, notwithstanding all its reasonable efforts, the Products, Equipment cannot be reallocated for other purposes. Title of the Products, Equipment, which can be reallocated by the Contractor and for which the transfer of title has already been passed to the Client in accordance with GC 10, shall return to the Contractor at the moment of termination of the Agreement.

The payment of the above costs is subject to appropriate evidencing documents.

The Ending Value shall be deemed to be in full satisfaction of the Contractor's damage and costs arising from termination of the Agreement by the Client for Client's convenience or by Contractor due to Client's default.

If the amounts already paid by Client to Contractor under the Agreement are higher than the Ending Value, Contractor shall promptly reimburse to Client the difference between the already paid amount under the Agreement and the Ending Value.

If the amounts already paid by Client to Contractor under the Agreement are lower than the Ending Value, Client shall pay the difference between the Ending Value and the amounts already paid under the Agreement.

The Client shall not in any case be liable to pay under the provisions of this GC 21.3 any sum which, when taken together with the sums paid or due or becoming due to the Contractor under the Agreement shall exceed the total price for the supply of the Products, as specified in the Agreement.

21.4 Transfer of Title and Rights

If so request by the Client and to the extent that the title has not yet been transferred to the Client in accordance with GC 10, the Contractor shall transfer or assign to the Client, as the Client shall direct, all the Contractor's rights, title and interests in and to the Products, and the Equipment which the Client is required to pay for according to the above.

22. Disputes and litigations

The Parties shall make all reasonable efforts to attempt to settle such dispute amicably. Should such efforts fail to resolve such dispute within thirty (30) Days after the Day on which notice was given, either Party may refer the dispute to litigation under this GC 22.

If the dispute cannot be resolved or has not been settled amicably within the above mentioned thirty (30) Days after receipt of a request by registered letter with acknowledgement of receipt such dispute shall be definitively settled by the relevant court where Client has its registered office.

Performance of the Agreement shall continue during any legal proceedings aforesaid unless the Client shall order the suspension thereof.

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SECTION 2

SPECIAL CONDITIONS OF CONTRACT (SC)

These Special Conditions (SC) of Contract supplement and/or amend the General Conditions of Contract. The SC will be updated and included in the Contract Documents when these are prepared for issue to the successful Tenderer.

SCHEDULE 1: SPECIAL CONDITIONS OF SUPPLY

GC Ref.	Heading	Description
3.4	Liquidated Damages for Delay	<p>If at any time and for any reason the supplier is unable to supply its contractual deliveries, UNELCO ENGIE may obtain from another supplier without the failing supplier being able to demand the subsequent recovery of the lost volumes or Any compensation for harm suffered. However, the supplier shall not be liable in the event of an incident whose origin may be attributable to the use of these diesel oils.</p> <p>If the failure of the supplier leads to the restriction or the breakdown of the diesel oil supply for reasons attributable to itself or to its subcontractors and UNELCO ENGIE is obliged to reduce its electricity production, Supplier Will be responsible for the reimbursement to UNELCO ENGIE of an indemnity compensating the financial losses suffered in direct connection with the undistributed electric energy to its customers.</p> <p>This compensatory allowance shall be calculated as follows:</p> $I = E \times (P_e - P_g \times 0.25) \times (1 + A \times (J-7))$ <p>E = Undistributed kWh determined as the difference between the volume of kWh distributed during the restriction period and the amount distributed over the same period of time as the previous one. P_e = the base price of energy during the restriction period in vatu. G = sales price of gas oil during the period of restriction in vatu. J = number of days of supplier failure A = 0 if J is less than or equal to 7 days A = 0.05 if J is greater than 7 days</p>
4	Price and financial guarantees	<p>BASE PRICE</p> <p>The prices of the present contract are exclusive of import taxes and VAT for a product delivered in the tanks of UNELCO ENGIE in Port Vila. They are mentioned in VATU per liter (VT / l) with two (2) decimals and break down as follows:</p> $G_0 = ((S_0 + P_0) \times \text{USD}0 / 159) + (A_0 \times D_0 / 1000 \times \text{USD}0) + V_0$ <p>Formula wherein:</p> <p>G₀ is the duty free price per liter of the gas oil sold to UNELCO ENGIE applicable on the first day of the contract.</p>

	<p>S0 is equal to the five-day average daily price of Platts Singapore (MOPS) of the proposed product. These five quotations are those of the date of loading of the vessel, as well as the two preceding and the following two (in USD per barrel).</p> <p>P0 is equal to the additional cost of the "premium" (in USD per barrel).</p> <p>USD0 is equal to the average daily exchange rate of the US dollar from 5 days to the date of loading of the vessel. (In Vatu per USD). The rate set by The ANZ Bank (Vanuatu) Ltd in the column "Standard Sales Rate".</p> <p>A0 is equal to the cost per metric ton representing the marine procurement costs at Port Vila (in USD per Metric Tone).</p> <p>D0 is the density at 15 ° C of the product received on the quality certificate (in Kg / m3).</p> <p>V0 is equal to the cost per liter representing the local costs including unloading the vessel, storing, land transportation, dumping at the place of delivery and margin. (In Vatu per liter)</p> <p>The supplier shall indicate separately the various duties and taxes applicable in Vanuatu on the day of submission of tenders and the bases of calculation.</p> <p>In the event of a change decided by the Government of Vanuatu or any competent authority for the duration of the contract, the supplier will inform UNELCO ENGIE of the new provisions and their impact on prices, upward and downward.</p> <p>NORMAL PRICE REVISION</p> <p>During the validity of the contract, the price H.T. will be revised at each ship reception, according to the following formula:</p> $G = ((S + P0) \times \text{USD} / 159) + (A \times D / 1000 \times \text{USD}) + V_0$ <p>Formula wherein:</p> <p>G is the duty free price per liter of diesel oil sold to UNELCO ENGIE for the period beginning one day after the ship arrives at the Port Vila wharf and ending on the day of arrival of the next ship at the Port Vila wharf. (In Vatu / liter).</p> <p>S is equal to the five-day average daily price of Platts Singapore (MOPS) of the proposed product. These five quotations are those of the date of loading of the vessel, as well as the two preceding and the two following (in USD per barrel).</p> <p>D is the density at 15 ° C of the product received on the quality certificate (in Kg / m3).</p> <p>USD is equal to the average of the 5-day US dollar daily exchange</p>
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		<p>rates surrounding the ship's loading date. (In Vatu per USD). The rate set by the Bank ANZ Vanuatu Ltd in the column "Standard Sales Rate".</p> <p>A is the actual cost of the product's shipping costs to Port-Vila for the vessel concerned (USD per Metric Ton). To be specified by the supplier</p> <p>The MOPS rates and daily dollar exchange rates for the 5 days concerned, the World scale, the freight revision formula and the tonnages unloaded must be appended to the revised price calculation. The price revision will be communicated to UNELCO ENGIE at the port of loading</p> <p>EXCEPTIONAL PRICE REVIEW</p> <p>The cost of P0 will be revised to reflect actual variations. The supplier will forward to UNELCO ENGIE the elements explaining the technical reasons and the Platts Singapore price justifying each possible variation.</p> <p>Taking into account the duration of the contract, if the supplier considers that the elements beyond the control of the project have an influence on the cost of V0, this will result in an increase of more than 20%.</p> <p>UNELCO ENGIE considers an exceptional revision during the contract. UNELCO ENGIE is required to give a follow-up.</p> <p>In case of disagreement, the Disputes and litigations clause will be activated.</p>
<p>12.2</p>	<p>Invoicing Schedule</p>	<p>Billing will be made on each delivery.</p> <p>The amounts invoiced will be corrected for the coefficient of expansion on the basis of a volume measured at a temperature of 15 ° C, namely:</p> <p>Amount invoiced = volume corrected at 15 ° C selling price</p> <p>With volume corrected to 15 ° C = delivered volume x correction factor, according to the measured temperature, of table ASTM 54B.</p> <p>The corrected volume will be complete to the nearest integer.</p> <p>No later than the second day of the following month, the supplier shall present a summary of the billing of the previous month, listing the number of each invoice, quantities delivered and quantities corrected for temperature, delivery dates, Taxes.</p>
<p>12.4</p>	<p>Timing of Payments</p>	<p>The total payment of the invoice is bank transfer within 45 days invoice date end of month.</p>

	and Payments Terms	
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SCHEDULE 2: TECHNICAL SPECIFICATION OF THE PRODUCTS

DIESEL OIL CHARACTERISTICS

The proposed Automotive Diesel Oil (ADO) must have the following characteristics:

Density at 15 ° C (ASTM D287) : 0.82 <d <0.86
 Viscosity at 40 ° C (ASTM D445) : 1.9 mm² / s <v <4.1 mm² / s
 Active sulfur thigh test Cu (3h at 50 ° C) (ASTM D130) : <= No. 2
 Flash point :> 60 ° C
 Water content and sediment (ASTM D1796) : <0.05% by volume
 TAN (acid number) : <0.1 Mg KOH / 100 ml
 Sulfur content (ASTM D129) : <0.05% by weight
 Ash content (ASTM D482) : <0.01% by weight
 Coke residue (ASTM D254) : <0.15% by weight
 Cetane number (ASTM D613) :> 42
 Low calorific value (ISO 8217) :> 10,200 kcal / kg
 Pour Point (ASTM D97) : 6 ° C
 HFRR lubricant power at 60 ° C (ASTM D6079) : Maximum 450 µm

 Aromatic polycyclic hydrocarbons (ASTM D2425) : <8% (w / w)
 Distillation 90% recovery Maximum : 340 ° C

ANALYZES

The supplier will provide a recent analysis bulletin from a recognized independent laboratory.

Throughout the duration of the contract, the supplier undertakes to carry out, at his own expense, an independent recognized laboratory and at the request of UNELCO ENGIE, analyzes of the products delivered to the test stations to verify that the deliveries are at all times Conforming to All characteristics requested, in particular PCI measured.

The number of analyzes will be limited to four (4) per year, any additional analysis in the current year will be the responsibility of UNELCO ENGIE.

QUANTITIES

As an indication only, the annual volume to be delivered will be divided between the power stations according to the following estimates:

- Tagabé Power Plant: 7,500,000 liters
- Port Vila Power Plant: 7,500,000 liters

The above quantities are estimated from the consumption of diesel oil. UNELCO ENGIE reserves the right to vary these quantities depending on the market penetration of renewables (solar, wind, bio-fuel) as part of Vanuatu Energy Road Map which aims to reduce reliance on imported diesel and petroleum to 65% by 2020.

DELIVERY IN TAGABE AND PORT VILA

Deliveries shall be made by tank trucks equipped with appropriate means. These unloading / filling operations are carried out by the supplier, under his entire responsibility and in compliance with the regulations in force. The supplier shall take all necessary measures to ensure the safety of UNELCO ENGIE personnel and facilities at the delivery points on the unloading platforms of the power stations.

All precautions must be taken by the supplier for the protection and respect of the environment throughout the delivery phase until the end of the delivery operations.

The process is carried out by the suction in the truck of the supplier by the pumping system of UNELCO ENGIE. The connection is made to a valve at the end of the suction line, accessible outside the buildings on the discharge plate.

In case of dispute over the measurement of the delivered volumes, this is a contradictory control of the means of measurement. The tolerance will be +/- 0.5%. The upgrade is necessary for these equipment to be borne by the party that challenged.

An agreement will be concluded on a case-by-case basis on the adjustment to be made, where appropriate, to invoicing based on the recorded delivery differences.

The supplier shall indicate the means and equipment it uses to ensure the delivery of the product (Number of trucks, useful volumes)

The Supplier shall furnish each year to UNELCO ENGIE the certificates of scale and calibration of meters, issued by an independent inspection office, of the vehicles concerned.

The supplier undertakes to ensure the delivery by simple request by fax, mail or email of UNELCO ENGIE and includes Saturdays, Sundays and public holidays if necessary.

STORAGE

For the duration of the current Contract, the Contractor or Supplier must keep in stock on each island on which is located a UNELCO ENGIE plant the following security stocks:

- Port Vila: two (2) months of consumption about 2 300 m³

Depending on the current or future storage capacities and the marine supply means farther to set up, the supplier (s) will have to indicate the volume of safety if necessary.

In the event that this limit is based on projects for expansion or creation of repositories, the supplier (s) will have to provide the detailed elements of their project in terms of expected storage volume and deadline for completion.

After a contract has been awarded, failure to comply with any of the commitments relating to this guaranteed minimum storage clause may lead UNELCO ENGIE to reconsider the part of the volume allocated to the supplier.

UNELCO ENGIE reserves the right to carry out at any time, with 48 hours' notice, a contradictory control on the deposits of the stocks in reserve and the respect of the commitments concerning these stocks.

If one of the security stocks described above is not met, the supplier will have one week to restore the failing stock.

After this period, if the stock concerned is still below the contractual minimum, a penalty of 5% of the price per liter of gas oil in force at the time of the deficit may be invoiced to the supplier for each liter of deficit. This penalty will be valid for one full month and will be prorated on days of non-compliance and includes the week of time allowed to restore the stock.

On the other hand, the supplier will submit monthly to UNELCO ENGIE the detail of the deposit activities on a rolling three (3) months basis including:

- the volume of stocks of diesel oil at the beginning of the month
- the quantity of diesel oil delivered to UNELCO ENGIE during the month
- the volumes and dates of the month's supplies
- stocks at the end of the month

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