

General Terms and Conditions of Purchase

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Article 1 - DEFINITIONS

These General Terms and Conditions of Purchase are hereinafter referred to as "**GTCP**" or the "**Conditions**". In these Conditions, the following terms shall have the meanings set out below:

"Conformity" or **"in Conformity"**: the conformity of the Supply is determined with regard to:

- the specifications provided and/or approved by the Customer and/or any expected results set out in the Contract;
- the other provisions of the Contract;
- the prevailing industry standards; and,
- any applicable statutory provisions;

"Contract": the set of contractual documents concerning the Supply and governing the relationship between the Supplier and the Customer, including in particular in descending order of priority:

- 1) the Order Form,
- 2) where applicable, any specific terms and conditions and their appendices,
- 3) the GTCP,
- 4) any other documents issued by the Supplier, as the case may be, which the Customer expressly agrees to incorporate into the Contract.

"Customer": any entity of the TOTAL group referred to in the Contract, it being understood that the TOTAL group consists of TOTAL S.A. and of all the legal entities in which TOTAL S.A. holds or shall in the future hold directly or indirectly at least 50% of the share capital or voting rights. The Supplier hereby expressly acknowledges and accepts that there will be no joint and several liabilities between the Customer, on the one hand, and TOTAL S.A. or any other legal entity forming part of the TOTAL group, on the other hand. Consequently, each ordering legal entity will remain solely responsible for the performance of its obligations towards the Supplier arising out of or in relation to the Contract.

"Order Form" or **"Order"**: the paper or electronic form (as part of electronic transactions) by which the Customer orders the Supply from the Supplier which shall include the following as a minimum:

- A description of the Supply, the article code number, the price of the Supply, the date and place of delivery and the quantity;
- The Customer's details;
- The reference number of the Contract.

"Subcontractor": the natural person or legal entity appointed by the Supplier to provide all or a portion of the Supply.

"Supplier": the natural person or legal entity selected by the Customer to perform the Contract.

"Supply": any good, product or equipment to be delivered by the Supplier including, where applicable, the associated documents and the installation services of such goods, products or equipment, as defined in the Contract.

Article 2 - CONTRACTUAL DOCUMENTS

The Contract constitutes the agreement by and between the parties and shall prevail over and override any and all terms and conditions contained in invoices issued by the Supplier and in any other documents issued by the parties and shall be applicable unless statutory provisions stipulate otherwise.

Verbal undertakings and agreements shall be of no force and effect unless they are confirmed by written agreement between the parties. The Customer shall not be liable for any performance by the Supplier pursuant to a request made verbally or to a verbal modification of the Contract.

Modifications or departures from these Conditions shall only apply if they have been agreed in writing between the parties and they shall only be valid for the Contract in question. The Supplier shall not rely on these modifications and departures for other contracts.

The Contract constitutes the entire agreement between the parties and cancels and supersedes all previous exchanges, undertakings and agreements relating to the Supply.

Article 3 - ACCEPTANCE OF THE CONTRACT AND ELECTRONIC TRANSACTIONS

3.1 General

Any Contract shall be in writing. Any Contract gives rise to the issue of an Order Form.

The Supplier shall acknowledge receipt in writing of the Order Form within seven (7) calendar days from the date on which the Order Form was sent. If the Supplier doesn't acknowledge receipt of the Order Form within such period, the Customer shall have a further period of seven (7) calendar days in which to notify the Supplier of the Customer's decision to cancel the Order Form and/or the Contract without compensation or other indemnity.

The response without reserve to an invitation to tender is deemed to be an acceptance of the GTCP and the beginning of the performance is deemed to be an acceptance of the Contract.

Acceptance of the GTCP does not confer any exclusivity in favour of the Supplier.

3.2 Electronic transactions

3.2.1 General principles

If the Customer and the Supplier so provide in the specific terms and conditions of the Contract, their commercial transactions for the purchase of the Supply shall be performed in whole or in part by electronic means. These transactions shall be performed either through an electronic marketplace (hereinafter referred to as the "Electronic Market") to which the parties shall adhere by contracting with the Electronic Market provider, or through any other electronic means. Further terms and conditions relating to the use of electronic means shall be set out in the specific terms and conditions.

Transactions based on an electronic Order Form shall not be exclusive of any other form between the Customer and the Supplier.

All terms and conditions of these Conditions shall equally apply to electronic transactions. **3.2.2**

Proof of electronic transactions

Where a transaction is performed through electronic means, both parties are deemed to act in full knowledge of the technical specifications (or, by joining the Electronic Market, the parties are deemed to have accepted its technical specifications) aimed at ensuring the identification, integrity and generally the security of correspondence between them. In particular, an electronic Order Form and subsequent electronic notice of acceptance thereof by the Supplier shall constitute an electronic signature which, as between the parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order Form and of its acceptance by the Supplier.

Consequently, unless otherwise provided for in the Contract, the electronic registers stored on the computer system in good security conditions, are agreed to be conclusive evidence of the entire electronic correspondence between the parties and, as the case may be, of the payments made. In particular, if a date or hour time limit is set, only the computer dating system of the Customer shall be conclusive evidence as between the parties.

The parties expressly waive all rights to question the appropriateness of or to challenge the validity of any contractual undertaking conducted by way of exchange of electronic correspondence and which is stored in the form set out above.

Article 4 - CHANGES TO THE SUPPLY

The Customer shall be entitled to request in writing that the Supplier make changes to the Supply as initially defined in the Contract.

The Supplier shall inform the Customer as soon as possible and in any event no later than seven (7) calendar days following the Customer's request, of the new delivery date, of any cost variation of the Supply and more generally any other effect on the Contract arising directly from such changes. The Supplier shall perform such changes only upon signature by the parties of an amendment to the Contract or, at the very least, upon receipt of the Customer's prior written acceptance of the project estimate and any changes to the cost of the Supply.

Article 5 - DELIVERY

5.1 - Delivery terms

All deliveries shall be performed in accordance with the latest edition of Incoterms or any other delivery terms and conditions specified in the Contract. Should the Contract be silent on the terms and conditions of delivery, all deliveries shall be made "Delivered Duty Paid - named place of destination" (DDP), in accordance with the latest edition of Incoterms, at the place of delivery agreed, during working days and normal working hours as defined in the Contract. The place of delivery shall be that set out in the Order Form. The Customer is entitled to change the place of delivery by notifying the Supplier in writing of such change in advance of the expected date of dispatch of the Supply. Any partial delivery is subject to the Customer's prior written consent.

5.2 - Packing – Labeling - Marking

The Supplier shall be responsible for packing the Supply which shall be suitable for the means of transport used and for the Supply carried in accordance with all statutory provisions and industry standards. In all cases, the packing shall be adequate so as to prevent any damage to the Supply during transport, handling and storage at the place of delivery. The Supply shall be duly labelled and packed in an appropriate manner and the parcels marked by the Supplier in compliance with all applicable statutory provisions and moreover as provided for in the Contract.

5.3 - Compliance with deadlines and delivery times – Incentives

Compliance with deadlines and delivery times is an essential condition of the Contract. Whenever failure to comply with deadlines and delivery times is foreseeable, the Supplier shall inform the Customer immediately in writing of the extent of and reasons for the non-compliance. In case the Supplier does not comply with the deadline and delivery time defined in the Contract (whether by early or late delivery) and absent written acceptance by the Customer of the new deadline and delivery time, the Customer shall be entitled to either return to the Supplier the Supply, at the Supplier's cost, or otherwise to store the same until it is taken back by the Supplier, all at the risks and cost of the Supplier.

The Customer may apply the incentive amounts specified in the Contract, if the Supply is delivered late by the Supplier and/or any of its Subcontractors, except if the Supplier is able to prove that it and/or they did not cause such delay. These incentives shall where relevant have the legal effect of "*astreinte*".

The payment by the Supplier of these incentives shall not affect the Customer's right to claim damages against the Supplier, in addition to the refund of sums already paid by the Customer for the Supply (if any), and/or to terminate all or any part of the Contract without notice and as of right, in accordance with the provisions of article 20.1.2.

Article 6 - REGISTRATIONS, APPROVALS, AUTHORISATIONS

The Supplier warrants that it and its Subcontractors, if any, have all statutory registrations, approvals and authorizations required to perform the Contract including but not limited to all licenses, permits and registrations with public authorities and all authorizations and certifications as are required from professional organizations. The Supplier shall deliver to the Customer a copy thereof prior to beginning the performance of the Contract.

In the event any or all such licenses, permits, registrations, approvals and/or authorizations are withdrawn from the Supplier or from any of its Subcontractors or are not renewed, the Supplier shall immediately inform the Customer of the same whereupon the Customer shall be entitled to terminate all or any part of the Contract in accordance with the provisions of article 20.1.2.

Article 7 - PREVENTION OF ILLEGAL LABOUR

The Supplier guarantees that its personnel and the personnel of its Subcontractors (if any), involved in the performance of the Contract, shall be employed and registered in full compliance with the applicable legislation.

Article 8 - ACCEPTANCE OF THE SUPPLY

Acceptance of the Supply is expected to occur following verification by the Customer that the Supply is in Conformity with the Contract and, where applicable, following receipt by the Customer or by its representative of the documents relating to the sale of the Supply, including certificates relating to materials and drawings, and more generally receipt of any document set out in the Contract. At any time of such verification, the Supplier shall also deliver to the Customer all information and documents required for the safe and proper use of the Supply.

The absence of a refusal of the Supply by the Customer at the time of delivery and/or the payment of the price of the Supply shall not constitute acceptance. If the Supply is expressly refused, it shall be kept available to the Supplier at the place of delivery, at the Supplier's risks and costs. In the event of such refusal, and unless the Customer decides otherwise in writing, the Supply shall, at the choice of the Customer, either be repaired or be replaced not later than seven (7) calendar days following refusal by the Customer. The Supplier shall not raise any objection, including regarding its own manufacturing or delivery schedule, with regards to fulfilling the above obligation to repair or to replace.

Article 9 - TRANSFER OF TITLE AND OF RISKS

The transfer of title shall occur on delivery of the Supply, except if all or part of payment is made before the delivery date, in which case the transfer of title shall occur in advance as soon as the Supply can be identified. In the latter case, the Supplier undertakes to identify and to set aside in the name of the Customer the Supply, being deliverable from the performance of the Contract, as and when manufactured, in such a way that it cannot be confused with the Supplier's own stock or with any other supplies to be delivered to third parties. The Supplier shall ensure that its Subcontractors provide similar waiver.

The Supplier waives any right to rely on any title retention clause not expressly agreed by the Customer. The Supplier shall ensure that its own supplier's chain and its Subcontractors do the same.

Unless otherwise specified in the Contract, the transfer of risks shall occur in all cases on delivery of the Supply, except in the event of refusal of such Supply as provided in article 8.

Article 10 - PRICES

Unless otherwise specified in the Contract, the prices stated in the Contract are fixed lump sums and, subject to article 12, shall not be subject to any revision. These prices shall include, but not be limited to, all costs incurred in connection with manufacturing, packing, loading, transport and unloading of the Supply. All prices are excluding VAT.

The Supplier shall bear all costs relating to customs duties, taxes, fees and levies that it owes.

Article 11 - INVOICING AND PAYMENT TERMS

Unless otherwise provided for in the Contract, invoices shall be issued by the Supplier in duplicate, in compliance with all applicable statutory provisions and the provisions of the Contract, in the name of the Customer. The invoices shall be sent at the address specified in the Order Form and shall quote the reference number of the Contract and the Order Form. All invoices shall be made out in the currency specified in the Contract.

The Customer may request of the Supplier to implement an electronic invoicing system. Technical, functional and operational specifications of such system will be agreed in writing by both parties.

Where it is agreed that the costs of some services, such as transport, are to be paid by the Customer separately from the price of the Supply, the Supplier shall submit detailed vouchers and other relevant documents to the Customer.

Unless otherwise provided for in the Contract, the Customer shall pay the invoice within sixty (60) days following the invoice issue date. However, if the Supplier sends the invoice less than thirty (30) calendar days before the due date of payment, the payment shall be postponed by another thirty (30) days.

Payment will be made in the manner provided for in the Contract, namely by bank transfer or, exceptionally, by check.

Payment of the invoice shall not affect the Customer's right to dispute in writing any unjustified charge.

Article 12 - RENEGOTIATION CLAUSE

If the Contract has a duration of more than one (1) year and if the Customer becomes aware that the price of the Supply provided for in the Contract is more expensive than conditions offered on the market for supplies of similar characteristics in quantity and in quality, the Supplier undertakes to renegotiate in good faith the contractual conditions, when requested to do so by the Customer.

The Customer shall set out in writing its proposal vis-à-vis the agenda and the duration of this renegotiation. Where such renegotiation leads to new agreed terms a written amendment to the Contract shall be entered into which shall set out such new agreed terms.

Article 13 - WARRANTIES

13.1 - Purpose

The Supplier shall, irrespective of the Customer having any prior competence or knowledge, give the Customer all necessary information, advice and warnings in relation to the nature and composition of the Supply. The Supplier shall warn the Customer about the risks related to the Supply, including but not limited to health and safety risks or concerns and any other hazardous risks.

The Supplier warrants that it has the full right to sell the Supply and that the Supply is free from any encumbrances, rights and privileges of any third party. The Supplier warrants that the Supply corresponds to any description, specification and to any samples referred to in the Contract. The Supplier further warrants that the Supply is fit for the purpose(s) and objective(s) specified by the Customer and shall have no recourse to any purported lack of accuracy in the documents attached to the Contract.

The Supplier shall observe all laws, rules, provisions and highest industry standards applicable to the Supply, in particular with regard to production, manufacture, repair, price definition and delivery, in order to ensure that such Supply may be lawfully purchased, sold, transported and exported.

13.2 - Duration and scope

Unless otherwise provided for in the Contract, the Supplier warrants, for a period of twelve (12) months, from the date of the first use of the Supply and for a maximum of eighteen (18) from the date of delivery, that the Supply is free of all defects, defaults, contamination and abnormal wear of whatsoever nature. Should the Supply is defective; the Customer shall at its option request the Supplier either to repair or to replace the Supply. If the Supplier does not do so within seven (7) calendar days from the date of the request by the Customer, the Customer may take appropriate measures to remedy the same itself or through a third party. In any event, the Supplier shall bear all costs of any replacement and repair of the Supply, including but not limited to travel expenses, costs of returning the Supply to the factory and any spare parts and labor, without prejudice to any other rights or remedies of the Customer.

Any replacement or repair of the Supply under warranty shall give rise to a new warranty for a minimum period of twelve (12) months from the date of delivery of the repaired or replaced Supply.

The Supplier remains bound by all applicable statutory warranties and product liability guarantees as well as for latent defects.

13.3 - Availability of spare parts

The Supplier warrants that it shall promptly supply all spare parts required for the correct operation of the Supply for a minimum period of ten (10) years from the date of delivery, unless otherwise specified in the Contract.

Article 14 - HEALTH, HYGIENE, SAFETY AND ENVIRONMENT

When delivering the Supply to a site designated by the Customer, the Supplier shall comply, and ensure that all of its employees, representatives or Subcontractors comply, with the rules in force on the site designated by the Customer with regard to health, hygiene, safety, working conditions and the environment as well as all applicable legislation and regulations.

If the Supplier, its employees, representatives or Subcontractors do not comply with any of these obligations, the Customer reserves the right to refuse the Supplier, its employees or Subcontractors access to or continued presence on the site. All consequences arising out of or in relation to non-compliance with any of these obligations, and the denial of access to or of continued presence on the site, including any costs incurred by the Supplier as a result of such denial, shall solely be borne by the Supplier.

In case of complementary installation services on the Customer's site, the Supplier and/or its Subcontractors present on the site shall ensure that its personnel and/or the personnel of its Subcontractors shall be fluent in the official language of the site and shall be able to communicate, to apply and to ensure that all instructions, rules and procedures in force on the site are applied.

In the event the Supply contains chemicals substances that make it fall under Regulation "Reach" (European Regulation n°1907/2006, hereinafter referred to as "Reach Regulation"), the Supplier warrants that it comply with and have its Subcontractors or suppliers to comply with all of the obligations provided by the Reach Regulation and its subsequent amendments. All consequences of non-compliance with the Reach Regulation shall be borne by the Supplier. In case the commercialization of the Supply is discontinued as the result of the Reach Regulation, the Supplier shall notify to the Customer in writing the discontinuity effective date with a six (6) months' prior notice, unless otherwise provided in the Contract.

Article 15 - QUALITY

15.1 - Quality controls

The Supplier represents that it has a quality management system in place.

The Supplier shall implement all measures, including, without limitation, quality controls, necessary to ensure that the Supply is in Conformity.

15.2 - Traceability

Upon written request from the Customer, the Supplier undertakes to provide to the Customer all information necessary to identify the origin, place and date of manufacture of the Supply and its components, the quality controls performed in relation to the Supply and any other relevant information, as well as, the serial or batch numbers, when applicable..

Article 16 - AUDITS

Subject it notifies seven (7) calendar days in advance the Supplier, the Customer or its representative shall be entitled to carry out audits at the sites of the Supplier, its Subcontractors or at any other site before and/or during the performance of the Contract.

Within the frame of the Contract or the Supply, such audits will include, but not be limited to, the verification of compliance with:

- the Supplier's contractual obligations;
- the laws and regulations in force and applicable statutory provisions;
- the prevailing industry standards.

These audits carried out by the Customer shall not reduce the Supplier's contractual liability in any way whatsoever, for example regarding the extent of the Supplier's own required quality controls, and further they shall not affect the Customer's right to subsequently refuse all or part of the Supply on delivery. The Supplier shall provide to the Customer all assistance required to carry out such audits.

Article 17 - LIABILITY AND INSURANCE

17.1 - Liability

Each party shall be liable for any damage that it or its employees, representatives and/or Subcontractors causes to the other party or to a third party in relation to the Supply and/or arising in connection with the performance of the Contract. Such party shall indemnify and hold the other party and its insurers harmless against any such damage, cost and/or liability that the other party may suffer.

17.2 - Insurance

The Supplier and its Subcontractors shall take out and maintain in force and effect the following insurance policies, at their own expense and throughout the entire period of performance of the Contract including any extension thereof:

- a "General / Public Liability" and a "Product Liability" insurance, for a minimum amount of € 2,500,000 (two million five hundred thousand Euros) for damage to property, financial loss and bodily injury for each case and combined single limit per occurrence;
- a civil or third party automobile liability insurance policy for automobiles and automotive equipment used in connection with the performance of the Contract;
- an insurance policy covering damages caused to its (their) personnel, when the Supplier and/or its Subcontractors is located in a country in which there is no system of social security insurance;

- in addition, any other insurance policy required in order to comply with the applicable laws and regulations.

Before commencing performance of the Contract and at each insurance policy's renewal required throughout the duration of the Contract, the Supplier shall provide the Customer with all insurance certificates issued by the Supplier's insurer or insurance broker certifying the existence, insured amounts, guarantees, and duration and renewal dates of the policy or policies. These insurance certificates shall conform with the insurance certificate examples (if any) appended to the Contract.

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

Article 18 - FORCE MAJEURE

None of the parties shall be deemed in breach of their contractual obligations to the extent that their non-performance is due to an event of force majeure as recognized by law and courts. Force majeure shall only relieve the affected party from its contractual obligations to the extent and for such period as the said party is prevented from performing those obligations. Each party shall bear its own expenses resulting from the occurrence of a force majeure event.

The party affected by an event of force majeure shall immediately notify the other party ("the Non-Defaulting Party") of the situation by fax confirmed by registered letter with receipt, supplying all necessary documentary evidence of the force majeure event. The Non-Defaulting Party shall have the right to verify the existence of the situation. The party invoking an event of force majeure shall make every effort to mitigate as far as possible any adverse effect arising from this situation.

In all events, strikes which are limited to the personnel of the Supplier or of its Subcontractors, shall not relieve the Supplier from its liability for late or impeded delivery and shall therefore not be deemed to be a force majeure event.

If the event the situation giving rise to an event of force majeure continues for longer than fifteen (15) consecutive calendar days, the Non Defaulting Party shall be entitled to terminate all or any part of the Contract immediately as of right and without compensation or other indemnity. The Supplier shall refund the Customer any and all amounts already paid in advance pursuant to the Contract to the extent such amounts do not correspond with Supply already delivered at the time of occurrence of the force majeure event.

Article 19 - ASSIGNMENT / SUBCONTRACTORS-

19.1 – Assignment and Change of Control

The Supplier shall not assign the Contract to any third party, in whole or in part, without the prior written consent of the Customer. The Customer shall be entitled to assign all or part of the Contract to any legal entity of the Customer's group, as defined in article 1, subject to a prior written information regarding such assignment being sent to the Supplier.

In the event of the Supplier merging with a company not controlled by the same company as the company controlling the Supplier, or in the event of a contribution in kind to a company which is not controlled by the company controlling the Supplier, or in the event of a change of control of the Supplier, the Supplier shall immediately notify the Customer thereof. For the purposes of this article 19.1, control shall mean ownership or possession of more than fifty percent (50%) of the shares in the capital giving voting rights or the right to elect a majority of the board of directors of another company. Within thirty (30) calendar days following the sending of such notice, the Customer will be entitled to terminate the Contract, without any indemnity, subject to a two (2) months' prior written notice, all Orders under execution at the time of the termination being excluded from such termination.

Where the Contract is assigned by the Supplier to a third party, all the Customer's rights arising from the Contract, including the right to claim damages, shall be enforceable against such third

party. Unless expressly stipulated to the contrary, the Supplier shall remain jointly and severally liable with the assignee towards the Customer for the full performance of the Contract.

19.2 - Subcontractors

Under no circumstances shall the manufacturing of the Supply to be performed in accordance with specifications of the Customer and the operations associated with such performance under the Contract be subcontracted or entrusted to any third party by the Supplier without the prior written consent of the Customer and the same shall only be so subcontracted subject to the condition that the Supplier and said third party both comply with all statutory provisions applicable.

In all cases, the Supplier shall remain solely liable for the proper performance of the entire Contract. The Supplier shall indemnify and hold the Customer harmless from and against any and all claims by the Supplier's Subcontractors or by the personnel of such Subcontractors.

Article 20 - TERMINATION

20.1 - Termination for non-performance

20.1.1 Either party shall be entitled to terminate as of right all or any part of the Contract in the event of breach of an obligation by the other party that is not remedied within fifteen (15) calendar days after receipt of a written notice to do so. In particular, the Customer shall be entitled to terminate all or any part of the Contract in the event of default or breach or failure relating to the quality, characteristics, manufacture or performance of the Supply.

20.1.2 The Customer shall be entitled to terminate all or any part of the Contract as of right and without prior notice:

- in the event of repeated breaches by the Supplier or repeated defaults of the Supply set out in article 20.1.1; or,
- in the event of non-compliance by the Supplier with one or more rules and/or regulations concerning health, hygiene, safety and/or environment; or,
- in the event of the Supplier failing to meet the conditions set out in articles "5.3 - *Compliance with deadlines and delivery times – Incentives*" or "6 - *Registrations, Approvals, Authorizations*"; or,
- in any other circumstance so provided for in the Contract.

In such cases, termination shall be effective immediately upon receipt by the Supplier of the notice of termination.

20.1.3 In the event of termination of all or any part of the Contract by the Customer, all payments already made and concerning any undelivered portion of the Supply shall be immediately refunded to the Customer.

The right of a party to terminate all or any part of the Contract is without prejudice to its rights to claim damages against the other Party.

20.2 - Termination at the initiative of the Customer

The Customer is entitled to terminate all or any part of the Contract at any time, subject to a thirty (30) calendar days' prior notice sent by registered letter with receipt to the Supplier whereupon the Supplier shall from receipt of such notice immediately cease further performance of such all or any part of the Contract. Termination of the Contract in the aforementioned manner shall have the effect of terminating any Order Form outstanding or solely any Order Form as specified in the termination notice.

Following such termination the parties shall in good faith agree on a termination fee. Unless otherwise provided in the Contract, such termination fee shall not exceed the reasonable and duly

justified costs incurred by the Supplier for the performance of any firm Order Forms which have been affected by such termination.

This termination fee shall be a lump sum in full and final settlement of any claims whether in respect of costs incurred, loss, damages or any other cost suffered by the Supplier as a result of such termination and the Supplier shall waive any right of recourse against the Customer.

20.3 - Termination in the event of insolvency

Unless contrary to any statutory provision, the Customer shall be entitled to terminate the Contract as of right and without formal notice in the event the Supplier has a petition for its winding up presented or advertised, calls a meeting with a view to going into liquidation, or otherwise enters into liquidation or has a petition presented for appointment of any administrator in respect of the Suppliers business.

Article 21 - INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

21.1 - Intellectual property rights

21.1.1 Specific/ Bespoke elements

The price(s) include(s), without need to make any reference to the same in the Contract, the acquisition of the intellectual property rights pertaining to any specific elements prepared by the Supplier or any Subcontractor (if any) and delivered to the Customer, including but not limited to plans, studies, model, designs and drawings, user guides, technical documentation, manuals, and documents (hereinafter referred to as the "Specific Elements").

The Supplier shall assign to the Customer, and shall procure the assignment by its Subcontractors (if any) of all the exclusive rights to use and exploit such Specific Elements, including the rights of reproduction, representation, translation, adaptation and sale, on all media and for all forms of use and exploitation. This assignment shall be made for the whole duration of the intellectual property rights, for all countries and in all languages.

This assignment of intellectual property rights shall occur as and when such Specific Elements are created.

21.1.2 Standard elements

To the extent that the Supply contains standard elements (including but not limited to plans, manuals or brochures, documents, standard software included in or incidental to the Supply) subject to intellectual property rights and delivered by the Supplier to the Customer for using the Supply, the Supplier grants to the Customer, to the legal entities of the TOTAL group and to third parties acting on behalf of or for the benefit of the Customer and/or of any legal entity of the TOTAL group, a personal and non-exclusive right to use, reproduce, represent, translate and adapt such standard elements for its own needs. This right shall be granted without additional cost for the entire duration of the applicable intellectual property right protection, for all countries and for all media.

In case of transfer by the Customer of the Supply to a third party, the above right to use such standard elements shall be transferred by the Customer to said third party without additional cost.

21.2 - Infringement of intellectual property rights

The Supplier declares that all intellectual property rights relating to the Supply are either the exclusive ownership of the Supplier or subject to a license granted to the Supplier by a third party owning these intellectual property rights, under conditions allowing the Customer to freely use and/or transfer the Supply.

Consequently, the Supplier shall indemnify and hold harmless the Customer against any and all claims, costs, damages, expenses or legal action by third parties arising out of or in connection

with any infringement of their intellectual property rights. If in the opinion of the Customer the Supply carries a risk of claim or legal action for infringement, the Supplier shall take all steps necessary to ensure that such risk of infringement is eliminated.

If an allegation is made that the Customer may not use the Supply without infringing a third party's intellectual property right, the Supplier shall, at its own costs and at the sole option of the Customer, either replace or modify the Supply in respect of which such allegation is made, in such a way so that the infringement of intellectual property rights no longer exist in accordance with the specifications set out in the Contract. Such replacement or modification shall be performed within the periods compatible with the requirements of the Customer. Failing such replacement or modification, the Supplier shall refund to the Customer the price of the Supply. The above provisions do not affect the Customer's right to claim damages against the Supplier.

Article 22 - PRINCIPLES OF THE CODE OF CONDUCT

The Supplier shall acquaint itself and comply with the principles of TOTAL group's code of conduct or equivalent principles a copy of which is available on the website of TOTAL or on request. The Supplier shall also ensure that its Subcontractors comply with the same.

Article 23 - CONFIDENTIALITY

Any document or information provided by the Customer to the Supplier in connection with the performance of the Contract and all elements, including all statements, studies and other documents, issued by the Supplier in connection with the performance of the Contract shall be treated as confidential by the Supplier.

Furthermore, any and all documents and information the Supplier may acquire in connection with the performance of the Contract, including but not limited to any documents or information concerning the Customer's organization, business activities or financial results, shall be treated as confidential by the Supplier.

The Supplier shall be entitled to use the documents, information and/or elements referred to above only for the performance of the Contract and shall not disclose the same to any third party nor to any personnel of the Supplier other than to those who are involved in the performance of the Contract. This paragraph shall not apply to the extent disclosure is mandatory by virtue of any statutory, accounting or judicial obligations.

The Supplier undertakes to comply with these obligations of non-use and of confidentiality and shall cause that its personnel and its Subcontractors comply with the same, throughout the duration of the Contract and for a further period of five (5) years after the termination of the Contract.

The Supplier shall however not be liable for the disclosure of information to the extent that such information is already in the public domain or has been legitimately obtained from other sources.

The Supplier shall, at the expiry of the duration of the Contract, return to the Customer the documents and data and all copies of the same, which the Supplier may have in connection with the performance of the Contract.

Article 24 - REFERENCE TO THE CUSTOMER'S BRANDS AND TRADE NAMES

The Supplier shall not be entitled to use nor refer to the business names, trademarks or logos of the Customer's group without the prior written consent of the Customer.

Article 25 - APPLICABLE LAW AND JURISDICTION

Unless otherwise specified in the Contract, the Contract, including its existence, validity and/or termination shall be:

- governed by French law and any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the *Tribunal de Commerce de Nanterre* if the place of delivery of the Supply is in France or outside the European Union;
- governed by the law and any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of the relevant country of the place of delivery, if the delivery is to take place in the European Union (other than France).

The Customer and the Supplier expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), signed in Vienna on 11 April 1980.

Article 26 - MISCELLANEOUS PROVISIONS

26.1 - Independence of the parties

This Contract has been concluded between independent parties and none of its provisions shall be interpreted as giving the right or mandate to either party to act on behalf of the other party nor as implying any association, agency, partnership or society between them.

26.2 - Partial invalidity

Should any provision of the Contract be or become invalid or unenforceable under any law, regulations or court decision, such provision shall be considered as not written. All other provisions of the Contract shall, however, remain valid.

26.3 - Waiver

The waiver by either party of a breach of any of the provisions of the Contract shall not be construed as a waiver of any further breach of the same or other provisions, nor shall any delay or omission by either party to exercise any right herein operate as a waiver of any breach by such party.

26.4 - Surviving Provisions

The provisions of articles 3.2, 13, 15, 21, 23, 24, 25, 26, and any other provision of these GTCP which is intended to apply after termination of the Contract shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue and thereafter remain in full force and effect.

26.5 - Compensation

The Customer shall be entitled to set-off any sum owed by the Supplier for whatever reason against any sum owed by the Customer to the Supplier in connection with the purchase of the Supply.

Article 27 - FUNDAMENTAL PURCHASING PRINCIPLES (FPP) AND BUSINESS PRINCIPLES FROM THE CODE OF CONDUCT

The Service provider undertakes to acquaint itself and to comply and cause its subcontractors (if any) to comply with the Fundamental Purchasing Principles (FPP) as well as the business principles of Total Code of Conduct.

The Service Providers are expected to respect, and to make sure that their own Service Providers and sub-contractors respect: the applicable laws and the enclosed business principles of Total Code of Conduct or equivalent business principles and the following Purchasing Core Business Principles:

□ **Prevention of corruption and conflict of interest and anti-fraud:**

- To fight fraud
- To prevent and to ban any form of corruption , whether active or passive, private or public, direct or indirect
- To avoid conflicts of interest, in particular when personal interest are closely related to professional interests

1) **Competition law:**

- To comply with the applicable competition law rules

3. **Fundamental rights at work:**

- To ensure that working conditions do not infringe with human dignity principle or any other fundamental individual rights, as defined and protected by the United Nations Universal Declaration on Human Rights (UDHR) and the International Labor Organization (ILO) core principles¹
- **Protection of Health, Safety and Security:**
 - To perform, on an ongoing basis, risk analysis and assessments in these domains, and to make sure that all the appropriate means are in place to prevent these risks
 - To implement appropriate systems in order to follow up and to report any kind of incident related to these domains
- **Preservation of the Environment:**
 - To implement an appropriate environment risk management system in order to prevent environmental damages²
 - To perform, on an ongoing basis, improvements concerning the protection of the environment
 - To mitigate, on an ongoing basis, the impact of economic activities on the environment
- **Economic and social development:**
 - To develop good relationships with the local communities, and in particular to dialogue with them and to encourage their sustainable initiatives.

The respect of these laws and principles can be audited.

Extract of the Code of Conduct:

Business principles:

Total is an Energy Company with industrial and commercial operations spanning oil, gas, power generation, renewable energies and chemicals in more than 130 countries. Our growth is based on shared core values.

As a responsible industrial group, Total is committed to supporting efficient and properly managed utilization of our energy sources and products. We take into account the needs of today's consumers and the interests of future generations through an active policy of environmental stewardship that is an integral part of our sustainable development strategy. We provide regular and transparent reports.

¹ In particular to comply with applicable rules related to the : Prohibition of Forced labor and Child labor, Safety at work site, General terms of contract and remuneration, working time, resting time, maternity leave, discrimination and harassment at work, freedom of expression, association and collective bargain, freedom of thought, conscience and religion.

² This system aims to:

identify and control the environmental impact of the activities, products or services,
improve the environmental performance continually,

Implement a systematic approach in order to set environmental targets, to achieve them and to prove that they have been achieved.

These business principles are our reference point and go hand-in-hand with the objective of continued growth, benefiting shareholders, customers and employees, and contributing to the economic and social development of the countries where we operate.

As a general principle, Total:

Complies with all applicable laws, regulations and decisions of the United Nations and the European Union, especially concerning the environment, competition and employment.

Is sensitive to the concerns expressed by international, European Union, governmental and non-governmental organizations in matters concerning our operations.

Observes the rules of free competition.

Rejects bribery and corruption in all forms, whether public or private, active or passive.

Continuously upholds respect for Human Rights standards within its sphere of activity.

Total strives to uphold:

- The principles of the Universal Declaration of Human Rights.
- The key conventions of the International Labour Organization.
- The OECD Guidelines for Multinational Enterprises.
- The principles of the United Nations Global Compact.

Shareholders

Total strives to earn the confidence of its shareholders, with the objective of providing them with a profitable investment.

We regularly provide full and transparent information to all shareholders and are attentive to their concerns, specifically through the Shareholders' Advisory Committee.

We comply strictly with applicable stock exchange regulations and report our activities accurately in our financial statements.

Buyers

Total provides customers with quality products and services, and strives at all times to offer them the best performance at competitive prices for their particular requirements.

We are attentive to our customers' needs, continuously monitoring, assessing and improving our products, services, technology and procedures to deliver quality, safety and innovation at every stage of the development, production and distribution process.

Employees

Total has confidence in the loyalty, motivation, competence and sense of responsibility of its employees.

We expect them to adhere to the highest standards of integrity and avoid any conflict of interest.

We pay particular attention to our employees' working conditions, respecting individuals, avoiding discrimination, and protecting their health and safety.

We include our employees in our development by encouraging the distribution of information, dialogue and consultation.

We respect their personal lives.

We recruit personnel solely on the basis of our requirements and the specific capabilities of individual applicants.

We develop their professional skills and careers without discrimination regarding race, gender, or affiliation with a political, religious, or union organization or minority group.

All employees have an annual performance review with management once a year, at which objectives are set, performance assessed and career development discussed. Career development is facilitated by appropriate training.

Supplier and Service Providers

Total's policy regarding our Service Providers and our service providers is to:

- Respect each party's interests, with transparent and fairly negotiated contract terms.
- Expect them to adhere to principles equivalent to those in our Code of conduct.
- Expect them to improve, on an ongoing basis, their Human Rights standards and procedures.

Business Partners

Total applies its Business Principles and Rules of Individual Behaviour whenever it leads or operates a joint venture.

When we do not lead or operate a venture, we require the leader or operator to apply principles that are compatible with our Business Principles and Rules of Individual Behaviour.

Host Countries

In conducting its businesses, Total respects the natural environment and the cultural values of host countries.

Total respects the sovereignty of all States and refrains from intervening in or funding the political processes.

However, we reserve the right to express to governments our position concerning our operations, employees and shareholders and our belief in the importance of respecting Human Rights.

Through our operations, we contribute to the social and economic development in countries where we operate, particularly local communities.

Total rejects all forms of bribery and corruption. In particular, Total will not resort to bribery or corruption "in order to obtain or retain business or other improper advantage in the conduct of international business," as outlined in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

For the SUPPLIER

Company stamp, date, name and signature