

### 1. Definitions

**BOURBON:** the individual BOURBON group company signatory of the Purchase Order.

**Goods:** any equipment, material, products or services to be delivered to BOURBON by the SUPPLIER according to the specifications mentioned in the Purchase Order.

**SUPPLIER:** the producer and/or seller of the Goods.

**Parties:** BOURBON and the SUPPLIER.

**Purchase Order:** the ordering document duly signed by an authorized representative of BOURBON.

### 2. Applicability

Unless otherwise agreed in writing by BOURBON, these General Terms and Conditions of Purchase ("GTCP") shall apply to all requests for proposal and orders for delivery of Goods made by BOURBON.

### 3. Purchase Order

The Purchase Order shall be binding on BOURBON upon its signing by an authorized representative of BOURBON. Unless otherwise provided, any start of execution of the Order by the SUPPLIER shall be deemed as an acceptance by the SUPPLIER of the Order as well as the GTCP.

Any oral promise by and arrangements with employees of BOURBON shall not bind BOURBON unless these have been confirmed in writing by an authorized representative of BOURBON.

### 4. Changes in Purchase Order

4.1. The SUPPLIER shall notify BOURBON in advance of any change in the characteristics or specifications of the Goods. In case of such changes, BOURBON reserves the right to cancel the Purchase Order.

4.2. BOURBON shall at all times, with consultation with the SUPPLIER, be entitled to change the volume, constitution or characteristics of the Goods. Unless the SUPPLIER can reasonably demonstrate the material impact of such changes, the price and the term of delivery shall not be changed.

### 5. Prices

The price as mentioned in the Purchase Order is firm fixed and inclusive of all costs and charges necessary to perform the Purchase Order. Subject to the applicable Incoterm, such costs and charges shall in particular include charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address and any duties, imposts or levies other than value added tax.

The SUPPLIER waives any right to claim adjustment of price based on his failure to evaluate all costs necessary to perform the Purchase Order or based on increased material, labour or transport costs, fluctuation in rates of exchange or otherwise.

BOURBON shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the SUPPLIER.

### 6. Payment

6.1. Unless shorter deadlines specified in the Purchase Order, payment of the invoice shall be made within 60 (sixty) days after receipt of the invoice. The price shall be paid in the currency specified in the Purchase Order.

6.2. Where an invoice is disputed, BOURBON shall notify the SUPPLIER and pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed portion.

Payment of an invoice by BOURBON does not imply waiver of any rights to dispute said invoice.

6.3. Should any sums be due by the SUPPLIER to BOURBON for whatever reasons, BOURBON shall be entitled to set off against any sums to be paid to the SUPPLIER the sums owed to BOURBON by the SUPPLIER.

### 7. Delivery

7.1. The SUPPLIER shall pack the Goods to be delivered at its own risk and expense and shall be liable for all damages resulting from insufficient or unsuitable packaging. A suitable delivery note quoting the Purchase Order number must accompany each delivery or consignment of the Goods.

7.2. The delivered Goods shall comply with the characteristics and specifications mentioned in the Purchase order.

If Goods do not meet such characteristics and specifications, BOURBON shall be entitled, at its own choice, (i) to require the SUPPLIER to provide Goods complying with the Purchase Order; or (ii) to cancel the Purchase Order and return such Goods at the SUPPLIER's risk and expense.

7.3. The Goods shall be delivered under the applicable INCOTERMS at the date mentioned in the Purchase Order ("Delivery Date"). The time of delivery of the Goods is of the essence of this contract.

If the SUPPLIER finds that he will not be able to deliver the Goods at the agreed date or if delay on his part seems likely, he shall without delay notify BOURBON thereof, stating the reason for the delay and if possible the date when delivery can be expected. The SUPPLIER shall further keep BOURBON informed of the expected date of delivery.

If delay in delivery is caused by a force majeure event or by an act or omission on the part of BOURBON, the Delivery Date shall be postponed for a period which is reasonable having regard to the circumstances of the case (the "Postponed Delivery Date").

If the SUPPLIER fails to deliver the Goods at the Delivery Date, or at the Postponed Delivery Date, BOURBON is entitled to:

(i) liquidated damages from the Delivery Date, or the Postponed Delivery Date.

The liquidated damages shall be payable at a rate of 1 (one) per cent of the agreed price of the related Goods for each complete week of delay. The liquidated damages shall not exceed 10 (ten) per cent of that part of the price on which it is calculated.

The liquidated damages become due at the latest when the Goods have been delivered or the contract is terminated.

(ii) and/or; reject the delivery and cancel the Purchase Order. BOURBON shall be reimbursed of any sum he may have paid to the SUPPLIER under such cancelled Purchase Order.

### 8. Delivery test and Rejection

8.1. Where a delivery test has been agreed in the Purchase Order, it shall, unless otherwise agreed, be carried out where the Goods are manufactured.

The SUPPLIER shall notify BOURBON of the delivery test in sufficient time to permit BOURBON to be present at the test. Unless otherwise agreed in writing by BOURBON, the test shall not be carried out if BOURBON is not represented at the test.

If at the delivery test the Goods are found not to be in compliance with the Purchase Order, the SUPPLIER shall as soon as possible ensure that the Goods comply with the Purchase Order.

8.2. Goods delivered shall not be deemed to be accepted until after a reasonable period for examination and subject to the absence of complaints from BOURBON during said period. No signature by any employee or agent of BOURBON on any delivery note shall constitute acceptance of the Goods. Such delivery note shall be deemed as an acknowledgement of receipt, not a waiver of the right to reject.

### 9. Property and Risk

Property in Goods shall pass to BOURBON on delivery.

Risks arising from or to the Goods shall pass to BOURBON in accordance with the applicable Incoterm.

### 10. Guarantees

10.1. The SUPPLIER guarantees that the Goods:

- (i) are new, unless otherwise agreed for refurbished Goods, and of best quality of their respective kind,
- (ii) comply with all characteristics and specifications defined in the Purchase Order,
- (iii) are free from any defect,
- (iv) comply with the use or purpose to which they are intended,
- (v) are ready for immediate use or installation, depending on the related Goods,
- (vi) fulfil applicable rules and regulations, in particular regarding safety, health, and environment, in force at the time of delivery.

The SUPPLIER shall provide:

- (i) any guarantee or warranty certificate, factory acceptance certificate where ever applicable or on BOURBON's request,
- (ii) any third party inspection report or certificate, class approval certificate on BOURBON's request.

10.2. In case of breach of the above defined guarantee, and for a period of 12 (twelve) months after delivery to BOURBON, the SUPPLIER shall, upon BOURBON's request, irrespective of the cause of the event giving rise to guarantee:

- (i) replace or repair the affected Goods within a reasonable period of time determined by BOURBON with SUPPLIER's consent or,
- (ii) unless this would be unreasonable the SUPPLIER shall take back the Goods and immediately reimburse to BOURBON the amount paid for those Goods.

The affected goods repaired or replaced will benefit from a new 12 (twelve) month guarantee period after delivery to BOURBON.

10.3. All costs incurred in connection with this clause are at the SUPPLIER's expense.

### 11. End of production

In case the SUPPLIER has the intention to suspend or discontinue production of the Goods, the SUPPLIER shall give a 12 (twelve) month prior notification to BOURBON, provided however that the SUPPLIER shall (i) perform its obligations contained in the existing Purchase Orders and (ii) accept new Purchase Orders that would not exceed the 12 (twelve) month period described above.

### 12. Maintenance of the Goods

When applicable, the SUPPLIER shall perform the maintenance of the Goods pursuant to the Purchase Order for the duration described in the Purchase Order.

### 13. Liability

Either Party shall be liable for any damage suffered by the other Party arising out of or in connection with the performance of the Purchase Order and due to a failure of the other Party to perform timely or properly any of its obligations

under the Purchase Order, unless such failure is due to a force majeure event.

### 14. Force Majeure

14.1. For the purpose of the GTCP, shall be considered as a force majeure event any act or event which is unforeseeable, insurmountable and beyond the control of a Party, and which renders said Party unable to perform whole or part of its obligations.

Provided such criteria are met all together, force majeure events include events such as, but not limited to, acts of God (earthquake, hurricane, volcano eruption), war (whether declared or not), riots, civil or military disturbances, acts of terrorism, national or regional strikes (other than strikes from Parties' personnel) and acts of any court, government or governmental authority or representative.

14.2. The Party invoking a force majeure event shall without delay notify the other Party of (i) the occurrence of the event and its expected duration, (ii) its cessation.

14.3. Either Party shall be entitled to terminate a Purchase Order by notification to the other Party, if performance of the Purchase Order is prevented more than 30 (thirty) days by reason of a force majeure event.

### 15. Termination

15.1. Either Party shall be entitled to terminate the Purchase Order, with no requirement to pay damages, and without prejudice to any right to compensation for damage suffered or to be suffered:

- (i) if the other Party fails to perform, timely or properly, any of its obligations under the Purchase Order, and fails to remedy such failure within 30 (thirty) days after notice sent by any written mean to the other Party to that effect,
- (ii) if an order is made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other Party (otherwise than for the purpose of reconstruction or amalgamation), a receiver is appointed, the other Party suspends payment or ceases to carry on business.

15.2. In other cases, BOURBON may suspend or terminate the Purchase Order subject to written notification. Within 60 (sixty) days of termination notification, the SUPPLIER will submit all its claims resulting from such termination. BOURBON will have the right to check such claims by inspecting and auditing the records, facilities work or materials of the SUPPLIER relating to the Purchase Order. The Parties may agree on a termination indemnity and, in such case, will negotiate in good faith the amount of such indemnity, which shall not exceed the total amount of the Purchase Order.

15.3. Where BOURBON has the right to terminate the Purchase Order, BOURBON shall be in addition entitled to:

- (i) suspension of the Purchase Order, and/or
- (ii) fulfilment of the obligations of the SUPPLIER by another supplier at the SUPPLIER's expense.

### 16. Assignment and Subcontracting

16.1. The SUPPLIER shall not be entitled to assign any rights or obligations resulting from the Purchase Order, nor to subcontract any or all part of the Purchase Order, without the prior written consent of BOURBON.

In any case, the SUPPLIER shall at all times remain responsible and liable for the proper fulfilment of the Purchase Order.

16.2. BOURBON shall be entitled to assign any rights or obligations resulting from the Purchase Order, subject to prior notification to the SUPPLIER.

### 17. Insurance

The SUPPLIER shall subscribe and maintain in force insurance for its statutory and contractual liabilities in performing the Purchase Order.

Upon request of BOURBON, the SUPPLIER shall provide certificates of the insurance policies.

### 18. Intellectual property

The SUPPLIER guarantees that he holds all necessary intellectual property rights enabling the provision of the Goods and the performance of the Purchase Order.

The SUPPLIER shall indemnify BOURBON against any claim of third parties resulting from a breach of intellectual property rights of third parties in connection with the provision of the Goods or the performance of the Purchase Order.

In the event Goods have been specifically developed, whether in whole or in part, for BOURBON, the SUPPLIER shall transfer to BOURBON all related intellectual property rights existing on the Goods.

### 19. Confidentiality

All information or data pertaining to BOURBON such as but not limited to standards, models, drawings, diagrams provided to or obtained by the SUPPLIER in connection with the performance of the Purchase Order shall remain confidential and shall not be disclosed without the prior written consent of BOURBON. All this information and/or data, including copies thereof, remain the property of BOURBON and shall be returned to BOURBON upon request.

### 20. Notification

Any notification under the GTCP shall be made in writing.

### 21. Governing law and settlement of disputes

The GTCP are governed by the law of France.

Disputes arising out of or in connection with the GTCP shall be referred to competent courts of Paris.