

## 1. DEFINITIONS

Unless specified otherwise, the capitalised terms used in these GTCP will have the meaning as set forth in this clause:

- 1.1. "Affiliate(s)": means any company controlling, controlled by or under common control with a Party, where "control" means the direct or indirect possession of at least 50% of the capital or voting rights of a company or the power to direct or cause to be directed the management and policies of a company through the ownership of voting securities, other voting rights, contracts or otherwise.
  - 1.2. "Applicable Law(s)": means all the international conventions, laws, rules and regulations applicable (a) in the area where the Services shall be performed, (b) to the vessel on board which or in relation to which Services may be performed, such as Flag State regulations, (c) in the country of origin of SUPPLIER or those of its Employees performing the Services.
  - 1.3. "BOURBON": means the Party ordering Goods and/or Services under a Purchase Order.
  - 1.4. "Employees": means employees, directors, officers, servants, agents or invitees of a Party.
  - 1.5. "Force Majeure": means any act or event being unforeseeable, insurmountable and beyond the control of a Party, and which renders said Party unable to perform whole or part of its material obligations. Provided such criteria are met all together, Force Majeure includes events such as, but not limited to, acts of God (earthquake, hurricane, volcanic eruption), war (whether declared or not), riots, civil or military disturbances, acts of terrorism, national or regional strikes (other than strikes by Parties' Employees), piracy and acts of any court, government or governmental authority or representative.
  - 1.6. "Goods": means any item, supplies, equipment, material, furniture, merchandise or any other tangible product (including packaging and documentation) as well as any service ancillary to the foregoing (such as but not limited to installation, transportation or training) to be provided to BOURBON by SUPPLIER according to the characteristics and specifications stated in writing by BOURBON in a PO.
  - 1.7. "Gross Negligence": means such wanton and reckless conduct, carelessness or omission as constitutes in effect an utter disregard for its harmful, foreseeable and avoidable consequences.
  - 1.8. "GTCP": means these general terms and conditions for purchase.
  - 1.9. "Parties": means BOURBON and SUPPLIER jointly and "Party" means either of them.
  - 1.10. "Purchase Order" or "PO": means a Goods and/or Services-ordering document duly drawn up under the conditions set out hereto.
  - 1.11. "Services": means services, work, actions, operations, tasks, duties, including, without limitation, necessary incidental supervision, consultation, intellectual and industrial property rights to be provided to BOURBON by SUPPLIER according to the characteristics and specifications stated in writing by BOURBON in a PO.
  - 1.12. "SUPPLIER": means the supplier of the Goods and/or Services.
  - 1.13. "SUPPLIER Group": means SUPPLIER, its subcontractors, suppliers and Affiliates, and Employees of any of the foregoing.
  - 1.14. "SUPPLIER's Non-recoverable Loss": means:
    - (i) any consequential, special or indirect loss;
    - (ii) any loss of profit, loss of margin, hedging losses and the like;
    - (iii) any punitive, exemplary or special damage;arising out of or in any way connected with the performance, mis-performance and/or non-performance of a PO and/or the delivery of Goods and/or the provision of Services, whether or not foreseeable at the date of a PO.
  - 1.15. "Time Schedule": means the schedule of events and associated dates set out in a Services PO, which will at minimum include an expected starting date of the Services and an expected date of completion of the Services. The Parties may decide to put in place a steering committee for the follow-up of the performance of the Services.
  - 1.16. "Variation Order(s)": means an instruction given by BOURBON to SUPPLIER in accordance with clause 5.1.
  - 1.17. "Wilful Misconduct": means such deliberate course of action (including omissions) by a Party, either knowing it to be wrongful or illegal or recklessly not caring whether it be wrongful or illegal.
- ## 2. APPLICABILITY
- 2.1. The Parties agree that these GTCP shall apply to any purchase of Goods and/or Services by BOURBON and constitute, together with a PO or any other written document referring to these GTCP and accepted by both

Parties in writing, the entire agreement between the Parties and replace all prior negotiations, representations, agreements, either written or oral, or any other prior contractual documents exchanged between the Parties.

- 2.2. Any deviation from these GTCP shall be evidenced in writing and agreed by both Parties to be effective.

## 3. ACCEPTANCE

A PO issued by BOURBON shall be binding on the Parties upon its acceptance in writing by SUPPLIER, provided acceptance is notified within 2 (two) days from its receipt or later if agreed in writing by BOURBON. If SUPPLIER fails to notify acceptance in due time, BOURBON shall be entitled to cancel the PO, at any time, with no requirement to pay damages.

Notwithstanding the above and unless rejected by BOURBON, delivery of Goods by SUPPLIER, performance of Services by SUPPLIER or any other performance, even partial, of a PO by SUPPLIER Group, shall be deemed as an acceptance by SUPPLIER of a PO.

Acceptance of a PO, whether express or implied, is deemed an acceptance of these GTCP and any other documents annexed to a PO.

## 4. CHANGES IN GOODS PURCHASE ORDER AND SUSPENSION

- 4.1. SUPPLIER shall not make any change in the characteristics, manufacturing methods or specifications, including brand, of the Goods without the prior written consent of BOURBON. In any such case, BOURBON reserves the right to cancel a PO and to receive full reimbursement of any sums paid to SUPPLIER.
- 4.2. BOURBON shall at all times under conditions to be agreed with SUPPLIER be entitled to change the volume of Goods ordered, their specifications, date, frequency and place of delivery.
- 4.3. BOURBON may at any time postpone or suspend all or part of a PO for whatever reason with no requirement to pay damages, by delivering to SUPPLIER a written notice. BOURBON shall reimburse SUPPLIER for direct costs reasonably incurred by SUPPLIER at the time a PO is postponed or suspended, up to 5% (five percent) of PO value, to the extent duly evidenced in writing by SUPPLIER within 10 (ten) days from receipt of BOURBON's notification.

## 5. SERVICES VARIATIONS

- 5.1. BOURBON shall at all times be entitled to issue Variation Orders to SUPPLIER to make any variations to the Services and Time Schedules.
- 5.2. Within 7 (seven) days of having been requested by BOURBON, SUPPLIER shall submit to BOURBON fully detailed estimates which shall include, depending on circumstances, a description of the work to be varied under the Variation, the impact on Price and Time Schedule (a "Variation Quotation").
- 5.3. BOURBON may at its discretion accept the Variation Quotation, reject the Variation Quotation and/or cancel a PO if the original Services cannot be supplied by the SUPPLIER.

## 6. REPRESENTATIONS AND WARRANTIES

- 6.1. SUPPLIER represents and warrants that it has full capacity to enter into a PO, that it holds and shall maintain during the performance of a PO all necessary licenses, permits and consents to enter into, and perform its obligations under a PO.
- 6.2. SUPPLIER shall comply with all applicable laws, regulations, and orders of governmental authority in connection with the manufacture and transport of the Goods, the performance of the Services and the carrying out of its business. In particular, it shall be solely responsible for any liability arising out of product quality and security regulations, tax and labour laws.
- 6.3. SUPPLIER represents and warrants that it is under no obligation to any current or former client or other person which is inconsistent with the provisions of a PO and these GTCP and/or which imposes any restriction on SUPPLIER's performance of its obligations under a PO.
- 6.4. SUPPLIER represents and warrants that it has acquainted itself with all data, documents, requirements or impediments (if any) relevant to the design, construction, supply and delivery of the Goods or relevant to the performance of the Services. SUPPLIER shall be responsible for its own interpretation of any documentation and information obtained. No document or information obtained by SUPPLIER from BOURBON in connection with the performance of a PO shall in any way release SUPPLIER from its obligation to review any such document and information and independently verify the same and furthermore promptly to notify BOURBON of potential problems and/or obtain any additional information and data from BOURBON or from other sources, where appropriate, in order to ensure prompt and proper delivery of the Goods or performance of the Services.

## 7. SUPPLIER GENERAL OBLIGATIONS FOR SERVICES

- 7.1. SUPPLIER shall perform the Services in accordance with all the terms and conditions set forth herein and/or under a PO; in a timely manner and with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of services to be carried out under a PO.
- 7.2. SUPPLIER shall provide or arrange for the provision at its own cost of all management, supervision, personnel, as well as materials and equipment, tools, consumables, facilities and all other things as may be necessary to perform the Services, except as otherwise indicated under a PO.
- 7.3. SUPPLIER shall comply with all Applicable Laws in relation to the management of its Employees and the performance of the Services.
- 7.4. SUPPLIER shall provide BOURBON with all necessary advice in relation to the Services and warn BOURBON of any event which may delay or compromise the performance of a PO.
- 7.5. SUPPLIER shall obtain, in due time, all licences, permits, temporary permits, authorisations and shall submit to BOURBON any documents or information required by Applicable Laws for the performance of the Services, save to the extent that the same can only be legally required and obtained by BOURBON.
- 7.6. **SUPPLIER'S Employees.** SUPPLIER shall ensure that its Employees are and remain suitably qualified, skilled, trained and experienced with regard to the duties they have to perform under the Services. BOURBON shall be entitled, without prejudice to any other rights to compensation under these GTCP or at law, reasonably to require SUPPLIER to remove and replace any Employee while ensuring continued performance of the Services at SUPPLIER's expense on the grounds of lack of skills, qualifications, training or experience of such Employee.

## 8. GOODS DELIVERY

- 8.1. SUPPLIER shall provide the Goods in a proper manner and in accordance with all the terms and conditions set forth herein and under a PO.
- 8.2. 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 packing. A suitable delivery note quoting, by PO line, the corresponding PO number, the Goods reference/code and quantity, must accompany each delivery of Goods.
- 8.3. The Goods shall be delivered to BOURBON at the date ("Delivery Date") and in accordance with the applicable incoterm agreed in a PO or such other place of delivery as may be agreed between the Parties in writing prior to delivery of the Goods. Where no incoterm is defined, Goods shall be deemed to be delivered EXW (incoterms 2010).
- 8.4. If SUPPLIER believes that it will not be able to deliver the Goods at the Delivery Date or if delay on its part seems likely, it shall without delay notify BOURBON thereof, stating the reason for the delay and the date when delivery can be expected. If accepted by BOURBON in writing with express waiver of BOURBON's rights under clause 10 below, such proposed date will become the new Delivery Date, without recourse under clause 10 below. In any other case (e.g. acceptance by BOURBON without express waiver) BOURBON shall have the rights as set out in clause 10.

## 9. SERVICES TIME SCHEDULE

- 9.1. The Services shall be provided to BOURBON in accordance with the Time Schedule agreed in a PO.
- 9.2. If SUPPLIER believes that it will not be able to start or complete the Services in accordance with the Time Schedule or if delay on its part seems likely, it shall without delay notify BOURBON thereof, stating the reason for the delay and the dates when the start or completion of the Services can be expected.

## 10. CONSEQUENCES OF DELAY

If SUPPLIER fails to deliver the Goods at the Delivery Date or to perform the Services in accordance with the Time Schedule, BOURBON is entitled, at its own discretion, to:

- (i) invoice to SUPPLIER liquidated damages as from the Delivery Date set out in a PO, with no obligation to prove the quantum of the loss;  
and/or invoice to SUPPLIER liquidated damages for any delay in respect of, as applicable, the expected starting date in the Time Schedule or the expected date of completion in the Time Schedule, with no obligation to prove the quantum of loss;  
and/or
- (ii) compensation from SUPPLIER for any and all losses arising out of or in connection with the delay even if

they are in excess of the liquidated damages, subject to proof of the losses;

and/or

- (iii) terminate all or part of a PO and be reimbursed of any sum already paid to SUPPLIER.

Unless otherwise set out in a PO, liquidated damages shall be equal to 1% (one per cent) of the delayed Goods' and/or Services' price for each complete week of delay and shall not exceed 10% (ten per cent) of the delayed Goods' and/or Services' price. The Parties agree that the liquidated damages represent a genuine pre-estimate of anticipated losses and are not intended as a penalty.

#### 11. GOODS TRANSFER OF PROPERTY AND RISK

11.1. Goods' title and property shall be transferred to BOURBON as and when Goods are identifiable (i.e. when first identified as being specific to the delivery to BOURBON and/or the project or intended purpose), or when delivered at the place of delivery whichever is earlier.

11.2. Risk remains with SUPPLIER until delivery of Goods as per applicable incoterm and acceptance by BOURBON; and SUPPLIER shall insure such risk accordingly.

#### 12. GOODS AND SERVICES PRICE

12.1. The price of the Goods and/or Services as mentioned in a PO is firm fixed and inclusive of all costs, expenses, taxes and charges ("Price").

12.2. SUPPLIER waives any right to request any adjustment of the Price based on hardship, on its failure to evaluate all costs necessary to deliver the Goods and/or perform the Services, on an increase of material, labour or transport costs, a fluctuation in rates of exchange, or on any change of events unforeseeable at the time of conclusion of a PO rendering performance of a PO excessively onerous and waives its right to rely on article 1195 of the French *Code Civil*.

#### 13. REIMBURSEMENT OF SERVICES EXPENSES

Without prejudice to the foregoing and to the extent provided in a PO, BOURBON shall reimburse to SUPPLIER the reasonable expenses incurred in the performance of the Services under the conditions set out hereinafter:

- (i) the expenses shall be reimbursed in accordance with the BOURBON travel policy available on request;
- (ii) the expenses shall be duly documented with an appropriate receipt;
- (iii) the expenses shall be reimbursed in USD (US Dollars), at actual net cost; or for expenses incurred in currencies other than in USD (US Dollars), BOURBON may at its discretion reimburse an expense in the currency in which the expense was incurred.

The exchange rate shall be, if needed, the one at the close of the business day immediately prior to the date the expense was incurred.

#### 14. INVOICING AND PAYMENT

14.1. Unless otherwise stated in a PO, SUPPLIER shall invoice the Goods at the latest on their actual delivery date, and the Services at the latest on their completion date; but in any case no later than 15 (fifteen) days after such actual delivery or completion date.

14.2. Provided a valid invoice is issued by SUPPLIER in due time:

- (i) payment of the Price shall be made by BOURBON, unless otherwise stated in a PO: in USD (US Dollars) within 60 (sixty) calendar days from the date of an invoice by bank transfer to the bank account indicated by SUPPLIER.
- (ii) where payment is not made in due time, SUPPLIER shall be entitled to invoice late payment interest at a rate equal to three times the French legal interest rate plus a minimum flat recovery cost of EUR 40 (forty Euros).

14.3. Where an invoice is disputed, BOURBON shall notify SUPPLIER before the due date and in any event pay the undisputed portion of the invoice. BOURBON shall be entitled to withhold payment of the disputed portion provided that BOURBON specifies the reason.

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

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

#### 15. WARRANTY

##### *Warranty for Goods*

15.1. SUPPLIER warrants:

(i) that it has good title to the Goods which are free from any lien or encumbrance,

(ii) that the Goods are new at delivery (unless otherwise agreed in a PO) and of best quality and standards available,

(iii) that the Goods are ready for immediate use or installation,

(iv) that at delivery and for a period of 24 (twenty four) months ("Warranty Period") after their Delivery Date, the Goods shall comply with all characteristics and specifications defined in a PO or otherwise between the Parties, and shall (a) be free from any defects, errors, non-conformities or deficiencies of any kind including without limitation faulty design, faulty material or faulty workmanship, (b) be fit for purpose and comply with the use or purpose to which they are intended, and (c) comply with all applicable rules and regulations, including but not limited to regarding safety, health, and environment, in force at the time of delivery.

15.2. SUPPLIER shall provide during 5 (five) years after the Delivery Date:

(i) any manufacturing, acceptance or warranty certificate, inspection report, class approval certificate, on BOURBON's request,

(ii) any spare parts necessary for the proper functioning of the Goods.

15.3. In case BOURBON notifies SUPPLIER of a warranty claim, SUPPLIER shall, at BOURBON's choice, irrespective of the cause of the event giving rise to warranty:

(i) replace or repair the defective Goods immediately upon being so notified by BOURBON; repaired or replaced Goods will benefit from a new 24 (twenty four) month warranty period as from their date of delivery to BOURBON without prejudice to any other rights BOURBON may have; or

(ii) grant a discount on the Price of the defective Goods; or

(iii) collect the defective Goods at its risk and expense and reimburse any sums already paid by BOURBON immediately, without prejudice to any other rights BOURBON may have.

15.4. The warranty shall not apply for defects arising out of fair wear and tear or from a use that does not comply with manufacturer's recommendations notified in writing to BOURBON prior to the conclusion of a PO.

##### *Warranty for Services*

15.5. SUPPLIER warrants that the Services, as from their starting date and for a period of 24 (twenty four) months ("Warranty Period") after their completion date:

(i) comply with all characteristics and specifications defined in a PO;

(ii) are free from any defects, errors, non-conformities or deficiencies of any kind including, without limitation, faulty design, faulty material or faulty workmanship;

(iii) are fit for purpose and comply with the use or purpose to which they are intended;

(iv) comply with all applicable rules and regulations, in particular regarding safety, health, and environment, in force at the time of performance.

15.6. In case BOURBON notifies SUPPLIER of a warranty claim, SUPPLIER shall, at BOURBON's choice, irrespective of the cause of the event giving rise to warranty:

(i) reperform the defective Services immediately upon being so notified by BOURBON; reperformed Services will benefit from a new 24 (twenty four) month warranty period as from their date of completion, without prejudice to any other rights BOURBON may have; or

(ii) reimburse any sums already paid by BOURBON immediately, without prejudice to any other rights BOURBON may have.

##### *Warranty common provisions*

15.7. SUPPLIER shall be responsible for any damage arising from defects in the Goods and/or Services under the conditions set out in clause 17.

15.8. The warranty shall be effective worldwide. If at any time during the Warranty Period, the warranty may not be effective in a defined area, SUPPLIER shall inform BOURBON and provide an alternative solution (such as subcontracting).

15.9. All costs and risks arising out of, without limitation, dismantling, rectification, repair, rework, replacement, re-installation and retesting of the Goods and/or Services, required travel, transport, storage and accommodation or

customs duties, incurred in connection with this clause, shall be borne by SUPPLIER.

15.10. In the event SUPPLIER does not comply with clause 15.3 or 15.6 in a reasonable manner and time from BOURBON's notice, BOURBON shall be entitled to request a third party to remedy the defect at SUPPLIER's risk and expense. The repaired or replaced Goods and/or reperformed Services will benefit from a new 24 (twenty four) month warranty period provided by the replacement supplier at SUPPLIER's expense.

#### 16. TERMINATION

16.1. If either Party fails to perform, timely or properly, any of its obligations under a PO, and fails to remedy such failure within 15 (fifteen) calendar days after notification sent by the other Party to that effect, the other Party shall be entitled to terminate a PO by notification to the defaulting Party without prejudice to any other rights to compensation under these GTCP or at law, but always subject to clause 17.2.

16.2. BOURBON shall also be entitled to terminate a PO for cause, by notification to SUPPLIER, with immediate effect, with no requirement to pay damages, and without prejudice to any of BOURBON's other rights to compensation under these GTCP or at law:

(i) if SUPPLIER is in breach of its obligations under clause 21 ("Confidentiality and data protection"), clause 22 ("Intellectual Property Rights") and clause 26 ("Business Ethics");

(ii) if the maximum applicable amount of liquidated damages for delay in delivery provided under clause 10 is reached;

(iii) if an order is made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of SUPPLIER (otherwise than for the purpose of voluntary reorganisation or amalgamation), a receiver is appointed, SUPPLIER suspends payment or ceases to carry on business.

16.3. BOURBON may terminate at any time for convenience a PO subject to reasonable prior notification. BOURBON shall reimburse to SUPPLIER direct costs reasonably incurred by SUPPLIER at the time a PO is cancelled to the extent duly evidenced in writing by SUPPLIER 60 (sixty) days from receipt of BOURBON's notification. BOURBON will have the right to check costs invoiced by inspecting and auditing the related records, facilities work or materials.

#### 17. LIABILITY

17.1. Without prejudice to any other rights BOURBON may have, SUPPLIER agrees to indemnify, protect, defend and hold harmless BOURBON from and against all claims arising out of or in any way connected with the performance, mis-performance and/or non-performance of a PO or the delivery of Goods and/or provision of Services by SUPPLIER Group, where such claims are caused by, or contributed to by the act or omission, fault, breach of contract, negligence, Gross Negligence and/or Willful Misconduct of SUPPLIER Group or of any other persons for whom it is responsible. SUPPLIER shall bear the expense of investigations and defences of all claims made against BOURBON and/or its Affiliates under this clause and all lawsuits arising therefrom including the legal costs of BOURBON or its Affiliates.

17.2. BOURBON shall not be liable for SUPPLIER's Non-recoverable Loss caused by late payment. In the case of non-performance, mis-performance, late performance by BOURBON or any other breach of any kind whatsoever by BOURBON ("BOURBON Breach") and subject to proof of loss exclusively caused by a BOURBON Breach, BOURBON shall be liable up to, but no further than, the Price plus late payment interest at three times the French legal rate of interest plus a flat recovery fee of EUR 40 (forty Euros) which shall be SUPPLIER's sole and exclusive remedy against BOURBON. BOURBON's recoverable loss against the SUPPLIER in the case of non-performance, mis-performance or any other breach of any kind whatsoever by SUPPLIER ("SUPPLIER Breach") shall include, without limitation, any and all direct, indirect, special and/or consequential loss, any and all documented loss of profit, loss of margin, hedging losses and the like caused directly or indirectly by a SUPPLIER Breach.

17.3. The indemnities, limitations and exclusions of liability set out in these GTCP granted to a Party shall also benefit its Affiliates.

#### 18. FORCE MAJEURE

18.1. Neither Party shall be liable for any failure to perform, timely or properly, any of its obligations under a PO by reason of Force Majeure.

18.2. The Party invoking Force Majeure shall, within 5 (five) calendar days of a Force Majeure event, notify the other Party of the occurrence of the event and its expected duration, failing which it shall have no right to claim Force Majeure. SUPPLIER shall be under a best endeavour obligation to resume performance as soon as possible after the Force Majeure event. Immediately upon



resumption of performance, SUPPLIER shall notify BOURBON.

18.3. Either Party shall be entitled to terminate a PO by notification to the other Party, if performance of a PO is prevented more than 30 (thirty) calendar days by reason of Force Majeure.

#### 19. INSURANCE

19.1. SUPPLIER shall effect and maintain, at no cost to BOURBON, liability and damage insurance providing coverage for liabilities SUPPLIER assumes towards BOURBON under these GTCP and third parties and Employees, including but not limited to:

- (i) Liability insurance, with a limit of no less than the minimum value set out in a PO (failing which a minimum value of USD 5 million (five million US Dollars)), applicable to personal injury, sickness or death of any person and/or for loss or damage to property including any consequential, special or indirect loss, whether physical or financial. For Goods, this policy shall also cover pollution liability and liability arising out of defective Goods.
- (ii) Where relevant as per applicable incoterm, cargo insurance covering up to 110 % (one hundred and ten percent) of the value of the Goods during their transportation until delivery to BOURBON.
- (iii) Employers' Liability insurance and/or Workmen's Compensation insurance covering personal injury or death of its Employees engaged in the provision of the Goods and/or performance of Services, and, in all events, to the minimum value required by any applicable law, Applicable Law or jurisdiction.

19.2. Any deductibles under any of the insurance policies specified in this clause shall be borne by SUPPLIER.

19.3. All SUPPLIER's insurance policies shall (i) be primary insurance without any right of recourse or contribution from any other insurance carried by BOURBON, (ii) contain provisions whereby the insurers waive their subrogation rights against BOURBON, its subcontractors and Affiliates and (iii) name BOURBON, its subcontractors and Affiliates as additional assured/co-insured of the aforementioned insurance policies; but only to the extent of the liabilities assumed by SUPPLIER under a PO and these GTCP.

19.4. SUPPLIER shall upon request of BOURBON immediately provide certificates of insurance which contain sufficient information to verify that SUPPLIER has complied with the above insurance requirements.

19.5. If SUPPLIER fails to comply with the above insurance requirements, SUPPLIER shall indemnify and hold BOURBON harmless for any losses arising as a result.

#### 20. ASSIGNMENT AND SUBCONTRACTING

20.1. SUPPLIER shall not be entitled to assign any rights or obligations resulting from a PO without the prior written consent of BOURBON which shall not be unreasonably withheld.

20.2. SUPPLIER shall not be entitled to subcontract any part of the Services without the prior written consent of BOURBON.

20.3. In the event that SUPPLIER uses the services of any subcontractor, physical supplier, Affiliates, agent, or other contractor of any tier ("SUPPLIER's Contractors"), to provide the whole or part of the Goods and/or Services to BOURBON, SUPPLIER shall always remain responsible for due performance of a PO and shall indemnify and hold harmless BOURBON (or any of BOURBON's Affiliates or subcontractors where applicable) from and against all claims, damages or demands and related costs arising out of or in connection with the foregoing, in particular in respect of any payment due to SUPPLIER's Contractors; any consequences of disputes between the SUPPLIER and SUPPLIER's Contractors; in case of SUPPLIER's Contractors bankruptcy; or similar events.

20.4. SUPPLIER hereby undertakes to take all necessary measures to ensure the effectiveness of the above, in particular by including in its agreements with SUPPLIER's Contractors a waiver of the right to claim against BOURBON.

20.5. BOURBON shall be entitled to assign any rights resulting from a PO, subject to prior notification to SUPPLIER.

#### 21. CONFIDENTIALITY AND DATA PROTECTION

All information or data provided by BOURBON or obtained by SUPPLIER in connection with the performance of a PO shall remain confidential until they enter the public domain without breach by SUPPLIER, and shall not be disclosed without the prior written consent of BOURBON, save to SUPPLIER's Contractors and SUPPLIER's Affiliates on a need to know basis. All such confidential information shall be used exclusively for the performance of a PO. SUPPLIER shall ensure that those to whom such confidential information is disclosed shall comply with the foregoing confidentiality commitments.

SUPPLIER agrees to comply with any and all applicable data protection laws and regulations, including reporting obligations with public authorities and putting in place all measures necessary in terms of security of its systems.

#### 22. INTELLECTUAL PROPERTY RIGHTS

22.1. SUPPLIER represents and warrants that it holds all necessary intellectual property rights enabling the performance of a PO and that SUPPLIER's performance of its obligations under a PO shall not infringe any intellectual property rights of third parties.

22.2. SUPPLIER shall indemnify, protect, defend and hold harmless BOURBON from and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of any alleged or actual infringement of any intellectual property rights in respect of the Goods and/or the Services or the Results.

If BOURBON is threatened, enjoined or prevented from the right to use the Goods and/or the Services or the Results in whole or in part, SUPPLIER shall at its own cost take all steps necessary to eliminate the source of infringement and shall, depending on BOURBON's choice, at SUPPLIER's cost:

- (i) modify the Goods and/or the Services or the relevant portion thereof if feasible;
- (ii) replace or remove the affected part of the Goods and/or the Services or the Results, or the entirety of the Goods and/or the whole Services or the whole Results, so as to overcome the infringement of the intellectual property right concerned;
- (iii) compensate BOURBON for any cost, loss, expense or damage incurred; or
- (iv) acquire a license or any other rights for BOURBON to use such intellectual property right.

22.3. All information, data or intellectual property rights pertaining to a Party ("Owning Party"), such as but not limited to standards, models, drawings, diagrams owned prior to a PO or generated independently from the performance of a PO shall remain the property of the Owning Party and nothing contained in a PO shall be construed as transferring any ownership right to the other Party ("Background IP"). SUPPLIER hereby grants at no additional cost to BOURBON a non-exclusive, unlimited worldwide license, to use or modify or have use of and modify any Background IP, for the duration of its legal protection, which may be necessary to use, operate or sell on the Goods and/or to use or operate the Services.

22.4. Notwithstanding the foregoing,

- (i) all intellectual property rights, in whatever form, including but not limited to those related to deliverables, inventions, discoveries and improvements, or prototypes, resulting from the performance by SUPPLIER of a PO for Goods ("Goods Results");
- (ii) any and all results and concepts developed, created and/or obtained as part of the performance of the Services ("Services Results"), regardless of the nature of such Results, such as data, information and/or solutions, results of measurement, analysis, simulations, modelling, specifications, databases, software/application (including documented source codes), drawings, models, plans, sketches, tooling and equipment as well as all of the documentation associated therewith,

shall be assigned to BOURBON as and when such Goods Results and Services Results ("Results") are created.

Such assignment shall include all operation, translation, reproduction, demonstration, modification, adaptation, marketing, distribution, or use rights and the right to grant any of them to any third party, by any means, in any and whatever form or manner. At BOURBON's request and expense, SUPPLIER will take all steps reasonably necessary to protect and preserve BOURBON's such rights. SUPPLIER shall not use the Results to benefit its other clients.

#### 23. ANNOUNCEMENTS

Neither Party shall issue any press releases or any other public announcements with respect to a PO, nor use the names, images, logos, trademarks or any other intellectual property rights pertaining to the other Party or its Affiliates, without the prior written consent of the other Party.

#### 24. EXCLUSIVITY / VOLUME

Except if expressly agreed in a PO, nothing contained in a PO or these GTCP shall be construed or interpreted as:

- (i) depriving BOURBON of any right to purchase from any other entity or source in the future, develop or sell goods and/or services similar to the Goods and/or Services, or depriving SUPPLIER of any right to provide goods and/or services similar to the Goods and/or Services to any other entity or source in the future.

- (ii) as committing BOURBON to order a minimum volume of Goods and/or Services.

#### 25. SERVICES INDEPENDENT SUPPLIER

25.1. In performing the Services and other obligations under the PO, SUPPLIER shall be an independent contractor and not the representative, agent or Employee of BOURBON.

25.2. The Services shall be performed under the supervision and control of SUPPLIER, and BOURBON shall have no authority to supervise any Employee of SUPPLIER, but SUPPLIER's Employees and subcontractors are at all times to respect BOURBON's internal rules when providing Services on BOURBON's premises and obey the Captain's orders when on board a BOURBON (or BOURBON-chartered) vessel. SUPPLIER Group personnel on board BOURBON vessels are at the risk of SUPPLIER.

25.3. SUPPLIER shall have no authority to make statements, representations or commitments of any kind or to take any other action binding on BOURBON, except as specifically provided in the PO.

25.4. SUPPLIER will be solely responsible and bear all costs and expenses in connection with:

- (i) all employment taxes and contributions imposed by law, with respect to or measured by compensation paid to its Employees, including, but not limited to, taxes and contributions for unemployment benefit, old age benefits, welfare funds, pensions and annuities and disability insurance;
- (ii) all medical, health, death, disability, repatriation and assistance expenses and similar expenses incurred by its Employees during the performance of the PO.

25.5. Nothing in these GTCP shall be construed as:

- (i) entitling SUPPLIER or any of its Employees to receive the pay or benefits (including medical, life, accident, disability insurance, pensions, unemployment or worker's compensation or profit sharing plans) received by BOURBON's Employees;
- (ii) requiring BOURBON to pay, in respect of SUPPLIER's Employees any income taxes or social security or related contributions;
- (iii) entitling SUPPLIER, any of its contractors or any of the Employees of the foregoing to require that their employment should transfer to BOURBON or any successor supplier as a result of termination of a PO with BOURBON for the provision of the same or similar services.

25.6. SUPPLIER shall protect, defend and indemnify BOURBON from and against all such claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with any of the items referred to in this clause.

#### 26. BUSINESS ETHICS

26.1. For the purpose of this clause:

- "BOURBON Personnel" means an Employee of BOURBON or its Affiliates, prospective or not.

- "Official" means and includes:

- (i) any elected or appointed officer or employee of any government or any department, agency or instrumentality (i.e., any legal entity controlled by the government, for example a company in which such a government/state owns, directly or indirectly, a majority or controlling interest) thereof, or any person acting in an official capacity on behalf of any such government, department, agency or instrumentality;
- (ii) any political party;
- (iii) any official of a political party;
- (iv) any candidate for political office;
- (v) any officer or employee of a public international organization (e.g., United Nations, IMF, World Bank).

- "Related person" means a spouse or partner of an Official or a BOURBON Personnel; one of his or her children, siblings or parents; the spouse or partner of his/her children or siblings; or any household member of an Official or a BOURBON Personnel.

26.2. In connection with the performance of a PO and the matters resulting therefrom, SUPPLIER represents and warrants throughout a PO that:

- (i) no Official, BOURBON Personnel or Related Person (a) has had any direct or indirect ownership or other legal or beneficial interest in a company of the SUPPLIER Group, or in the contractual relationship established by a PO and/or (b) serves as an officer, director, employee, or agent of the SUPPLIER Group.
- (ii) any member of SUPPLIER Group:

- shall comply with all applicable anti-bribery laws and regulations and ethical business practices, including, but not limited to, those laws adopted pursuant to the OECD Convention Against Bribery of Foreign Public Officials in International Business Transactions, the U.S. Foreign Corrupt Practices Act, the UK's Bribery Act 2010 and the anti-corruption law of the country where a PO is performed.
  - has not and will not, directly or indirectly, offer, pay, promise to pay, or authorize the giving of money or anything of value to an Official, a BOURBON Personnel or a Related Person to secure any improper advantage or benefit in relation to any matter contemplated by a PO, either directly or indirectly through a third party and/or while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to an Official or a BOURBON Personnel, for the purpose of influencing the act, decision or omission of such Official or BOURBON Personnel to obtain or retain business related to a PO, to direct business related to a PO to any person, or to obtain any improper advantage or benefit.
  - has not been a target of a criminal investigation or proceeding during the past five years involving allegations relating to the bribery of any Official, misleading record keeping or financial control deficiencies.
- (iii) it has not accepted and will not accept from any third party any commission, fee, discount, reimbursement, payment or any other remuneration or advantage of any nature whatsoever resulting from or connected with the purpose of a PO.

26.3. SUPPLIER acknowledges that BOURBON may rely on the internal control system of SUPPLIER, and on the information disclosed by SUPPLIER, being complete and accurate. SUPPLIER agrees to notify BOURBON promptly and in writing of any events that would or might affect the accuracy of any of the above representations or warranties.

26.4. Should BOURBON notify SUPPLIER of any concerns that there has been a breach of any representation or warranty listed above (without BOURBON being under an obligation so to do), SUPPLIER agrees to cooperate in good faith with BOURBON in determining whether or not such a breach has occurred.

26.5. Notwithstanding any other provisions contained in a PO and these GTCP, terms contained in this clause being material terms of these GTCP, BOURBON shall be entitled to immediately terminate a PO (or any part thereof) without liability for any damages, penalties or whatsoever from BOURBON to SUPPLIER:

- (i) if BOURBON determines in its sole discretion that any of SUPPLIER's representations and warranties given or to be given under this clause are inaccurate, incomplete or misleading.
- (ii) if SUPPLIER has taken any action that would create a material risk of liability for BOURBON under any applicable law referred to in this clause.
- (iii) upon reasonable belief or credible evidence of violation by SUPPLIER of any of its obligations defined in this clause.

This right to terminate shall be in addition to all other rights and remedies BOURBON may have under the law, a PO and these GTCP. Notwithstanding anything to the contrary in a PO and these GTCP, SUPPLIER shall defend, indemnify and hold BOURBON harmless from and against all losses, claims, interruptions, expenses and damages of any kind whatsoever incurred or suffered by BOURBON in respect of SUPPLIER's breach hereof.

## 27. AUDITING

27.1. At all reasonable times during the term of a PO and for a period of 3 (three) years thereafter, SUPPLIER shall permit and shall cause the members of its Group to permit BOURBON, its Affiliates, their representatives, or an independent auditor appointed by BOURBON to have access to its and their offices and work locations to perform at any time any audit to ensure that the performance of a PO by SUPPLIER complies with all the provisions of a PO, these GTCP and BOURBON's policy and standards. Such audit consists in examining (i) business policies, standards and practices, (ii) financial records related to a PO of any member of the SUPPLIER Group, subject to a prior notice detailing the purpose of the audit. Such access will include the right to interview personnel and the right to perform any test and copy the documentation.

27.2. SUPPLIER will keep financial records for 10 (ten) years after termination of a PO and shall communicate those records on BOURBON's written request to verify any charges invoiced under a PO.

27.3. If, during the term of a PO, the business policies, standard and practices which are audited are, in the opinion of BOURBON, insufficient and/or if irregularities, errors or deficiencies are identified by an audit or otherwise, BOURBON shall have the right to request corrective actions and SUPPLIER shall, and shall undertake that any member of the SUPPLIER Group, promptly implement any such corrective actions.

BOURBON shall be entitled to terminate a PO (or any part thereof) without liability for any damages, penalties or whatsoever from BOURBON to SUPPLIER and/or any member of the SUPPLIER Group, if:

- SUPPLIER fails to implement these corrective actions, or
- SUPPLIER maintains its business relation with a member of the SUPPLIER Group, despite the fact that this member has failed to implement these corrective actions.

## 28. GOVERNING LAW AND SETTLEMENT OF DISPUTES

28.1. Clause 28.2 and clause 28.3 thereafter are alternatives. A PO shall indicate the alternative agreed, failing which clause 28.2 shall apply.

28.2. These GTCP and PO shall be governed by and construed in accordance with the laws of France. The application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby expressly excluded.

In the event a dispute arises out of or in connection with a PO, the Parties shall negotiate in good faith and use their best efforts to reach an amicable settlement. To that effect, each Party shall nominate a representative with decision making authority, who will meet without delay once the dispute is notified by a Party to the other.

In the event such amicable negotiations do not settle the dispute within 60 (sixty) days or any other reasonable timeframe as agreed between the Parties, the Parties may agree, on a case-by-case basis, to settle the dispute in accordance with the ICC (International Chamber of Commerce) Mediation Rules.

In the event the dispute is not resolved by amicable resolution or, as the case may be, by ICC mediation, the dispute shall be referred to the *Tribunal de Commerce* in Paris.

28.3. These GTCP and PO shall be governed by and construed in accordance with the laws of England and Wales. The application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby expressly excluded.

In the event a dispute arises out of or in connection with a PO, the Parties shall negotiate in good faith and use their best efforts to reach an amicable settlement. To that effect, each Party shall nominate a representative with decision making authority, who will meet without delay once the dispute is notified by a Party to the other.

In the event such amicable negotiations do not settle the dispute within 60 (sixty) days or any other reasonable timeframe as agreed between the Parties, the Parties may agree, on a case-by-case basis, to settle the dispute in accordance with the ICC (International Chamber of Commerce) Mediation Rules.

In the event the dispute is not resolved by amicable resolution or, as the case may be, by ICC mediation, the dispute shall be referred to LMAA (London Maritime Arbitrators Association) arbitration in London, United Kingdom.

## 29. MISCELLANEOUS

29.1. Nothing in these GTCP or a PO shall be construed as creating or constituting a partnership, joint venture or agency relationship, corporation or other taxable entity, between the Parties or their Affiliates, or authorising SUPPLIER to make statements, representations or commitments of any kind or take any other action binding BOURBON, except as specifically agreed under a PO.

29.2. All notifications expressly required under these GTCP or a PO shall be in writing. For the purposes of these GTCP, "in writing" means any method of legible communication, including, but not limited to, e-fax, e-mail, registered or recorded mail, or by personal service.

29.3. If any provision of these GTCP shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of these GTCP and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties shall substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves, to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

29.4. None of the terms and conditions of these GTCP shall be considered to be waived by either Party unless a waiver is given in writing by one Party to the other. No failure on the

part of either Party to enforce any of the terms and conditions of these GTCP shall constitute a waiver of such terms.