

1 DEFINITIONS

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

"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 the management and policies of a company to be directed through the ownership of voting securities, other voting rights, contracts or otherwise.

"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 Personnel performing the Services.

"BOURBON": means the Party ordering Goods and/or Services under a Purchase Order.

"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' Personnel), piracy and acts of any court, government or governmental authority or representative.

"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.

"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.

"GTCP": means these general terms and conditions for purchase.

"Parties": means BOURBON and SUPPLIER jointly and "Party" means either of them.

"Personnel": means an officer, director, employee or agent of a Party or of a Party's Affiliate.

"Public Official" means:

- (a) Any elected or appointed officer or employee of any national, regional or local government/state, department, agency or instrumentality (i.e. any legal entity controlled by the government, such as a company in which such a government/state owns, directly or indirectly, a majority or controlling interest), or any person acting in an official capacity on behalf of any such government/state, department, agency or instrumentality;
- (b) Any political party, official of a political party and/or candidate for political office; or
- (c) Any officer or employee of a public international organization (e.g. United Nations, IMF, World Bank, etc.).

"Purchase Order" or **"PO":** means a Goods and/or Services-ordering document duly drawn up under the conditions set out hereto.

"Related person" means a spouse or partner of a Public Official or a BOURBON Personnel; one of their children, siblings or parents; the spouse or partner of their children or siblings; or any household member of a Public Official or a BOURBON Personnel.

"Restricted Person" means any individual or entity listed on a Sanctions List and/or any party that is 50% or more owned or controlled (directly or indirectly) by any individual or entity listed on a Sanctions List.

"Sanctions Authority" means any competent authority of the United Nations, the European Union, the United States of America, any EU Member State and the United Kingdom, any authority acting on behalf of any of them in connection with Sanctions Laws, and any authority in the country of performance of the Contract (if applicable) in charge of enacting, administering, implementing, and enforcing Sanctions Laws/Regulations.

"Sanctions Laws/Regulations" means any applicable economic, financial or trade sanctions laws and/or regulations, embargoes or other restrictive measures enacted, administered, implemented and/or enforced from time to time by any Sanctions Authority.

"Sanctions List" means any of the lists of specifically designated nationals or designated persons or entities held by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United Nations Security Council or any similar list maintained by the European Union, any other EU Member State or any other U.S. government entity; these lists may be amended, supplemented or substituted from time to time.

"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.

"SUPPLIER": means the supplier of the Goods and/or Services.

"SUPPLIER Group": means the SUPPLIER, its subcontractors, suppliers and any of its Affiliates, and Personnel of any of the foregoing, involved in the performance of a PO.

"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.

"Time Schedule": means the schedule of events and associated dates set out in a 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.

"Variation Order(s)": means an instruction given by BOURBON to SUPPLIER in accordance with clause 5.1.

"Willful 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, replacing all prior negotiations, 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

- 3.1 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.

- 3.2 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 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 Schedule.

- 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 ("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 :

- (i) full capacity to enter into a PO and 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.

- (ii) 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.

- 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 labor laws.

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 Personnel 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 licenses, permits, temporary permits, authorizations 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 shall ensure that its Personnel 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 Hazardous Materials. SUPPLIER represents and warrants that the Goods shall comply with Applicable Law in respect of any material or substance which is liable to create hazards to human health and/or the environment ("Hazardous Materials"). In particular, SUPPLIER:

- represents and warrants that the Goods do not contain any Hazardous Materials referred to in Annex I of the Regulation (EU) n° 1257/2013 of 20 November 2013 on ship recycling ("EU Regulation") ("Prohibited HazMat");

- shall provide in writing an inventory of the Hazardous Materials referred to in Annex II of the EU Regulation contained in the Goods, as per template provided by BOURBON;
 - shall cooperate with BOURBON in collecting all necessary information and documentation BOURBON may require to establish the on board inventory of Hazardous Materials, in accordance with the EU Regulation.
- Requirements of this clause being applicable only in relation to Goods to be installed or used on board a vessel, SUPPLIER shall be exempted from the foregoing if, further to SUPPLIER's request, BOURBON informs SUPPLIER that the Goods are not be intended to be installed or used on board a vessel.
- In case a Good contains any Prohibited HazMat, the SUPPLIER shall:
- propose an alternative Good which is free of any Prohibited HazMat;
 - indemnify BOURBON for all claims, losses, damages, costs, expenses and liabilities arising therefrom, including the costs of removal and replacement on board a vessel of the concerned Good.
- 8.2 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.
- 8.3 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.
- SUPPLIER shall also provide export/import documentation for the final destination of Goods, including but not limited to MSDS/HAZMAT and any other customs documents.
- 8.4 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 FCA - Incoterms 2010 - BOURBON hub, as designated by BOURBON in writing.
- 8.5 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**
- 10.1 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 :
 - a. as from the Delivery Date set out in a PO; and/or
 - b. for any delay in respect of, as applicable, the expected starting date or the expected date of completion in the Time Schedule,
 - (ii) seek compensation from SUPPLIER for any 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.
- 10.2 Unless otherwise set out in a PO, liquidated damages shall be equal to 1% (one percent) of the delayed Goods' and/or Services' price for each complete week of delay and shall not exceed 10% (ten percent) 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 **TRANSFER OF PROPERTY AND RISK**
- 11.1 Title to the Goods shall pass to BOURBON free and clear of any liens, claims, encumbrances, interests or other rights as soon as they have been individualized and at the latest upon their actual delivery as specified under the PO.
- If requested by BOURBON to do so, the SUPPLIER shall promptly execute any document certifying transfer of title. In case of any defect in title or encumbrance or lien upon the Goods, or any part thereof, the SUPPLIER shall promptly indemnify and defend BOURBON against any and all claims in relation thereto and cause the discharge of any such encumbrance or lien.
- 11.2 The risk of loss of or damage to the Goods shall pass from the SUPPLIER to BOURBON upon delivery of the Goods at the named destination pursuant to the applicable incoterm and acceptance by BOURBON.
- 12 **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, labor 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*.
- 12.3 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, duly documented with an appropriate receipt; and
 - (ii) 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, with the
- exchange rate being, if needed, the one at the close of the business day immediately prior to the date the expense was incurred.
- 13 **INVOICING AND PAYMENT**
- 13.1 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.
- 13.2 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).
- 13.3 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.
- 13.4 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.
- 14 **WARRANTY**
- 14.1 General provisions. In addition and without prejudice to all other warranties provided by the SUPPLIER under the PO or at law, the SUPPLIER warrants that (a) the Goods and/or Services will be new, of good and satisfactory quality and fit for the purposes for which they are intended, in strict conformity with all requirements of PO and legislation in force and free from any defect or lack of conformity in design (except to the extent the design is provided to the SUPPLIER by BOURBON and for which the SUPPLIER disclaimed liability in writing), workmanship and material; and (b) BOURBON shall enjoy absolute and unencumbered title to the Goods and/or Services and any related materials. The SUPPLIER's warranty does not include defects resulting from normal wear and tear on the Goods, usage not compliant with the associated documentation or negligence demonstrated by the SUPPLIER attributable to BOURBON and/or its staff.
- 14.2 Warranty period and related obligations. Unless these GTCP or a PO provides otherwise, the contractual term of the warranty shall be twenty-four (24) months from the date of the delivery of the Goods pursuant to the applicable incoterms and/or completion of Services.
- During the warranty period, the SUPPLIER shall implement all necessary actions to mitigate the consequences of any non-conformity notified to it by BOURBON, at the SUPPLIER's expense and within a period not exceeding two (2) business days as from the written notification sent by BOURBON. To this end, it shall apply the most appropriate solution after BOURBON has consented thereto. The SUPPLIER shall remedy the non-conformity, at its expense, within the timeframe set by BOURBON. Any replacement or repair, even partial, of/to Goods affected by a defect shall give rise to the application of a new warranty period covering the Goods concerned for a period of twenty-four (24) months from the date of the repair or replacement.
- Any and all costs relating to the implementation of the warranty obligations of the SUPPLIER as well as those relating to the corrective and remedial actions taken by BOURBON in relation to the defect shall be borne by the SUPPLIER. Said costs shall include, 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.
- 14.3 In the event SUPPLIER does not comply with clause 14.2 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 re-performed Services will benefit from a new 24 (twenty-four) month warranty period provided by the replacement supplier at SUPPLIER's expense.
- 15 **TERMINATION**
- 15.1 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 16.2.
- 15.2 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 20 ('Confidentiality'), clause 21 ('Data protection'), clause 23 ('Intellectual Property Rights'), clause 27 ('Business Ethics') and clause 28 ('Sanctions and Embargoes');
 - (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 reorganization or amalgamation), a receiver is appointed, SUPPLIER suspends payment or ceases to carry on business.
- 15.3 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.
- 16 **LIABILITY**
- 16.1 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 defenses 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.
- 16.2 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 FORCE MAJEURE**
- 17.1 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.
- 17.2 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 endeavor obligation to resume performance as soon as possible after the Force Majeure event. Immediately upon resumption of performance, SUPPLIER shall notify BOURBON.
- 17.3 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.
- 18 INSURANCE**
- 18.1 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 Personnel, 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 Personnel 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.
- 18.2 Any deductibles under any of the insurance policies specified in this clause shall be borne by SUPPLIER.
- 18.3 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.
- 18.4 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.
- 18.5 If SUPPLIER fails to comply with the above insurance requirements, SUPPLIER shall indemnify and hold BOURBON harmless for any losses arising as a result.
- 19 ASSIGNMENT AND SUBCONTRACTING**
- 19.1 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.
- 19.2 SUPPLIER shall not be entitled to subcontract any part of the Services without the prior written consent of BOURBON.
- 19.3 In the event that SUPPLIER uses the services of any sub-contractor, 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.
- 19.4 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.
- 19.5 BOURBON shall be entitled to assign any rights resulting from a PO, subject to prior notification to SUPPLIER.
- 20 CONFIDENTIALITY**
- 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.
- 21 DATA PROTECTION**
- 21.1 As part of the performance of a PO by SUPPLIER, BOURBON or any of its Affiliates, as the controller(s) of Data, may transmit to SUPPLIER personal data collected by BOURBON or any of its Affiliates for one or more specific purposes ("Data") and SUPPLIER, as the processor of Data may collect under any PO these Data for one and/or more other purpose(s) of processing strictly in relation to the performance of a PO.
- Throughout the duration of a PO, BOURBON will remain the sole contact with the persons concerned as to the exercise of their rights on Data (right of access, rectification, etc.). In the event that the persons concerned exercise their rights before SUPPLIER, SUPPLIER must address their requests as soon as they are received by email to the Data Protection Officer of BOURBON at the following e-mail address: dataprotection.officer@bourbon-online.com.
- 21.2 SUPPLIER undertakes to comply with all French and European legal and regulatory provisions relating to personal data protection that are applicable during the term of a PO, in particular, the European Regulation n°2016/679/UE of 27 April 2016 ("GDPR") and the amended French Data Protection Act no. 78-17 of 6 January 1978 relating to information technology, data files and civil liberties (the "Applicable Provisions"); SUPPLIER undertakes, in particular, to:
- (i) use the Data to be collected under a PO to the extent strictly necessary for the performance of a PO and do not make any Data processing for any purpose other than performing a PO ;
 - (ii) implement appropriate technical and organizational measures to ensure the security and the protection of the Data transmitted to it, in particular, to prevent them from being distorted, damaged or communicated to unauthorized third parties. To the extent possible, SUPPLIER will use encryption tools to protect these Data;
 - (iii) not to subcontract, transmit and/or communicate these Data to third parties (including subcontractors) or to a country or territory located outside the European Economic Area, whether or not in return for payment, without the prior written consent of BOURBON;
 - (iv) retain these Data only for the time necessary to implement a PO and destroy them regardless of their media (paper or digital) on a date determined in accordance with the Applicable Provisions and/or any other legal or regulatory obligation. Once destroyed, SUPPLIER shall keep the proof of the destruction of the Data and communicate it to BOURBON upon request;
 - (v) promptly notify BOURBON of the occurrence of any "breach" of Data of which he is aware and provide, without delay, complete transparency all the elements necessary for the establishment of the declaration of personal data breach to the supervisory authority; BOURBON shall then inform the competent supervisory authority and the persons concerned, if this personal data breach is likely to create a high risk to their rights and freedoms;
 - (vi) answer any question from BOURBON and provide them with all the necessary elements within a reasonable period of time so that they can ensure the SUPPLIER is respecting its obligations under this clause;
 - (vii) communicate to BOURBON the name and contact details of its data protection officer, if designated in accordance with section 37 of the GDPR or, otherwise, the name and contact details of a contact point for any exchange related to Data.
- 21.3 Notwithstanding any other provision contained in these GTCP or any PO, BOURBON may immediately terminate a PO (or any part thereof) without being liable to SUPPLIER for any damage, loss or penalty of any kind whatsoever in the event of a breach by SUPPLIER of one of its obligations defined in this clause, which has not been remedied by BOURBON within 15 (fifteen) working days following the date of receipt of the notification of such breach.
- 22 EXPORT CONTROL**
- 22.1 **General.** In performing its obligations under these GTCP and/or a PO, the SUPPLIER shall comply with (i) all applicable export control laws and regulations, including Regulation (EU) 2021/821 of May 20th, 2021, Regulation (EU) 833/2014 of July 31st, 2014, the U.S. « *Export Administration Regulations* » (1979) and « *Export Administration Regulations (EAR)* », the « *International Traffic in Arms Regulation – (ITAR)* », the UK « *Export Control Act* » (2002), and any amendments, modifications, or replacements thereof, as well as any other applicable laws or regulations governing the export of the relevant goods (collectively referred to as the "Regulations") and (ii) the policies provided by BOURBON that are applicable to the export of the relevant goods.
- Such compliance shall include, but is not limited to, obtaining all necessary customs clearances, securing and import licenses or exemptions from such licenses, and completing all required customs declarations, documentation and/or notifications to the relevant authorities.
- 22.2 **Licenses and authorizations.** The SUPPLIER is responsible for obtaining the necessary authorizations or approvals from competent authorities including the French Information System Security Agency, ANSSI (the "Agence Nationale de la Sécurité des Systèmes d'Information") with respect to software or cryptography technologies, to export, re-export, or transfer any goods supplied under these GTCP and/or a PO.
- The SUPPLIER undertakes to provide BOURBON, upon request, with a true copy of any license or authorization obtained.
- 22.3 **Prohibition on Transactions with Russia or Belarus.** The SUPPLIER assures BOURBON that no goods, software, technology, product, or Services provided under these GTCP and/or a PO has been or will be exported, re-exported, transferred, or delivered, directly or indirectly, to Russia or Belarus, or to any entity or individual located in Russia or Belarus, under their control or affiliated with them, or to any Restricted Person or any entity/individual in breach of Sanctions Laws/Regulations, without the prior written authorization from all relevant governmental authorities, in compliance with applicable laws and regulations.
- The SUPPLIER shall promptly notify BOURBON if it becomes aware that any transaction related to these GTCP and/or a PO may involve Russia or Belarus or a sanctioned Russian or Belarussian entity or individual or a Restricted Person or any entity/individual in breach of the Sanctions Laws/Regulations.
- 22.4 **Classification and documentation.** For each shipment, the SUPPLIER shall provide BOURBON with: (i) an officially issued certificate of origin or declaration of origin in relation to the good to be delivered, or supplied (ii) a packing list, (iii) an invoice, (iv) the technical manual for the good concerned preferably in French, or otherwise in English, (v) any license or authorization required for the export of the good concerned, (vi) if the Supplier is responsible for the shipment of the good required, the export documents and (vii) any information relating to safety and necessary for the import/export of the good concerned. The invoice shall particularly mention the export code for each good as defined by the laws of the country of export, the applicable customs nomenclature (8 numbers minimum) and, if the good is dual-use, the ECN (Export Control Number) code or if the good is subject to US export regulations, the ECCN (Export Control Classification Number) or ITAR (International Traffic in Arms Regulations) classifications. Export documents will include the transport documents (Air Waybill (AWB), Bill of Lading (BL) etc.) and the export declaration duly completed, including the license number if the good is dual-use.
- The SUPPLIER undertakes to notify BOURBON immediately of any change in the classification of the good concerned, and more generally, of any change in the applicable laws and Regulations which could affect the SUPPLIER's ability with the obligations of these GTCP and/or a PO.
- 22.5 **Audit and control.** The SUPPLIER agrees to fully cooperate with BOURBON in the event of any investigation by a competent authority under the applicable Regulations, including but not limited to providing all documents, information and assistance reasonably required in connection with such investigations or controls.
- The SUPPLIER declares that at the date of signing these GTCP and/or PO, it is not subject to any sanctions under the applicable Regulations. The SUPPLIER further undertakes to immediately inform BOURBON in writing if, during the term of these GTCP and/or PO, it becomes the subject of any sanction, investigation, claim, legal action or proceeding under

- the Regulations which may have an impact on these GTCP and/or PO and/or its performance.
- 22.6 **Sanctions.** Notwithstanding any provision to the contrary in these GTCP and/or PO, in the event of a breach of this clause by the SUPPLIER that remains unremedied for a period of 10 (ten) working days following the SUPPLIER's receipt of written notification of such breach, BOURBON shall have the right to:
- (a) Suspend any payment, demand repayment of any advance amounts paid under the GTCP or a PO, suspend the performance of these GTCP and/or PO; and/or terminate the GTCP or a PO (in whole or in part) with immediate effect, without incurring any liability for indemnity, penalty or any other compensation in favor of the SUPPLIER; and/or
 - (b) Seek compensation from the SUPPLIER for all losses, claims, costs and damages of any kind whatsoever incurred or suffered by BOURBON.
- 23 **INTELLECTUAL PROPERTY RIGHTS**
- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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,
- 24 **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.
- 25 **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 or (ii) as committing BOURBON to order a minimum volume of Goods and/or Services.
- 26 **SERVICES INDEPENDENT SUPPLIER**
- 26.1 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.
- 26.2 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 Personnel 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.
- 26.3 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.
- 26.4 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 Personnel, 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 Personnel during the performance of the PO.
- 26.5 Nothing in these GTCP shall be construed as:
- (i) entitling SUPPLIER or any of its Personnel 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 Personnel;
 - (ii) requiring BOURBON to pay, in respect of SUPPLIER's Personnel any income taxes or social security or related contributions;
 - (iii) entitling SUPPLIER, any of its contractors or any of the Personnel 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.
- 26.6 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.
- 27 **BUSINESS ETHICS**
- 27.1 In connection with the performance of the GTCP and/or a PO and the matters resulting therefrom, the SUPPLIER represents and warrants throughout the GTCP and/or a PO that:
- (i) no Public 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 the GTCP or a PO and/or (b) serves as an officer, director, employee or agent of the SUPPLIER Group;
 - (ii) any member of SUPPLIER Group;
- 27.2 The SUPPLIER acknowledges that it has read and understand the Bourbon's Supplier Code of Conduct, which is available on BOURBON's website at: <http://www.bourbonoffshore.com> (Group/Our commitments/Ethics&Compliance) ("**BOURBON Supplier Code of Conduct**") by sending it back signed to BOURBON. The SUPPLIER agrees to fully comply, and shall ensure that any member of the SUPPLIER Group fully complies, with the BOURBON Supplier Code of Conduct, as may be updated or modified from time to time, with regard to the performance of the GTCP or a PO.
- 27.3 In connection with the performance of the GTCP or a PO, where anti-corruption laws and/or regulations require the SUPPLIER to implement a Compliance/Anti-corruption program, the SUPPLIER agrees to deploy, implement and maintain such a program which includes (a) a code of conduct; (b) procedures, policies, internal directives and ethical principles necessary to assess, prevent and control any behaviour or act from any member of SUPPLIER Group, contrary to any applicable anti-corruption laws and regulations as listed in the above sub-clause; and (c) employees' contribution to risk assessment and participation in training.
- 27.4 The SUPPLIER confirms that the information provided to BOURBON in the context of the answers to BOURBON's third-party compliance questionnaire is exhaustive and accurate. The SUPPLIER agrees to notify BOURBON promptly and in writing of any event that affects or could affect the accuracy of any of the above representations or warranties.
- 27.5 Should BOURBON notify the SUPPLIER of any concern that there has been a breach of any representation or warranty listed above, the SUPPLIER agrees to cooperate in good faith with BOURBON to determine whether or not such a breach has occurred.
- 27.6 Compliance Audit.
- 27.6.1 At all reasonable times during the term of the GTCP or a PO and for a period of three (3) years thereafter, subject to a prior thirty (30) days' written notice to the SUPPLIER, BOURBON may, at its own discretion and expense, examine SUPPLIER's records relating to the performance of this GTCP or a PO for the sole purpose of verifying compliance with these GTCP or a PO, excluding the SUPPLIER's pricing methodology, formulas, margins and other confidential business information. In the context of such audit, the SUPPLIER shall permit and shall cause the members of its Group to permit BOURBON, its representatives, or an independent auditor appointed by BOURBON to have reasonable access to its/their offices during working hours. Such access will include the right to interview personnel, perform any test, excluding IT testing or IT access – subject to applicable law and confidentiality obligations - and copy documentation in relation to the GTCP or a PO.
- An audit plan will be mutually agreed upon by the Parties prior to the audit. The SUPPLIER shall be entitled to comment on any draft audit findings by BOURBON and shall receive a final copy of the BOURBON's report on the audit of such matters.
- 27.6.2 The SUPPLIER shall keep records for the duration required by the applicable regulations, and in any case no less than three (3) years after the termination of the GTCP or a PO and shall – subject to applicable law and confidentiality obligations - communicate those records upon BOURBON's written request.
- If any irregularities, errors or deficiencies are identified by an audit or otherwise during the term of the GTCP or a PO, BOURBON shall have the right to request reasonable corrective actions, and the SUPPLIER shall, and shall undertake that any member of the SUPPLIER Group, promptly implement any such corrective actions.
- 27.7 Notwithstanding any other provisions contained in the GTCP or a PO, this clause "Business Ethics" being a material condition of the GTCP or a PO, BOURBON shall be entitled to suspend any payment, require reimbursement of any advance payment made under the GTCP or a PO, suspend the performance of the GTCP or a PO and/or immediately terminate the GTCP or a PO (or any part thereof) without being liable to the SUPPLIER and/or any member of the SUPPLIER Group for any damage, loss or penalties of any kind:
- If BOURBON, in good faith and with reasonable belief supported by credible evidence, determines that :
 - (i) the SUPPLIER is in breach of any of its obligations defined in this clause; or
 - (ii) the SUPPLIER's representations and warranties given under this clause are inaccurate, incomplete, misrepresented or misleading;
- 28 **SANCTIONS AND EMBARGOES**
- 28.1 The SUPPLIER represents that, as of the date of these GTCP or a PO and throughout their duration:
- a) it is not, and no member of the SUPPLIER Group is, listed as a Restricted Person and in breach of any Sanctions Laws/Regulations; and
 - b) due performance of the services provided and/or any term of the GTCP or a PO will not result in a breach of any Sanctions Laws/Regulations.
- 28.2 The SUPPLIER agrees to notify BOURBON promptly and in writing of any event that affects or could affect the accuracy of any of the above representations or warranties under subclauses (a) and (b).
- 28.3 If at any time during the performance of these GTCP and/or a PO, the SUPPLIER and/or any member of the SUPPLIER Group is in breach of any of the subclauses (a) and (b) above, BOURBON shall comply with Sanctions Laws/Regulations to which the Parties and the GTCP or a PO are subject, and follow any orders or directions that may be given by any authority with the power to compel compliance. In the absence of such orders, directions, laws or regulations, BOURBON may (i) suspend any payment, require reimbursement of any advance payment made under the GTCP or a PO, suspend the performance of the GTCP or a PO and/or terminate the GTCP or a PO (or any part thereof) forthwith without being liable to the SUPPLIER and/or any member of the SUPPLIER Group for any damage, loss or penalties of any kind and/or (ii) claim damages resulting from the breach.
- 28.4 Notwithstanding anything in this clause to the contrary, BOURBON or the SUPPLIER shall not be required to perform any obligation which constitutes a violation of the Sanctions Laws/Regulations. If, anything is done or is not done by any of the Parties in order to comply

with Sanctions Laws/Regulations, it shall not be deemed as a deviation, but shall be considered due fulfillment of these GTCP or a PO.

- 28.5 The SUPPLIER shall ensure that the clauses "Business Ethics" and "Sanctions and Embargoes" are incorporated into any of its subcontracts issued pursuant to these GTCP or a PO.

29 GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 29.1 Clause 29.2 and clause 29.3 thereafter are alternatives. A PO shall indicate the alternative agreed, failing which clause 29.2 shall apply.

- 29.2 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 amicably or, as the case may be, by ICC mediation, the dispute shall be referred to the *Tribunal de Commerce* in Paris.

- 29.3 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 amicably 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.

30 MISCELLANEOUS

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

- 30.2 All notifications expressly required under these GTCP or a PO shall be in writing. For the purposes of these GTCP, "in writing" includes, but is not limited to, email, registered or recorded mail, or personal service.

- 30.3 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.

- 30.4 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.