

1 - SCOPE

The present General Terms and Conditions of purchase (hereinafter referred to as the "GTC") shall apply to all orders for services and/or products placed upon April 1st, 2018 (hereinafter referred to as "Order(s)") by AXIMA CONCEPT or any of its Affiliates (as identified on the letterhead of the Order) trading under the brand ENGIE AXIMA (hereinafter referred to as the "Customer").

The GTC shall apply without prejudice to any potential deviation negotiated between the Customer and the supplier (hereinafter referred to as the "Supplier") on the basis of (i) its General Terms and Conditions of Sales (if any), (ii) the GTC and (iii) any other contractual document, (hereinafter referred to as the "Particular Terms and Conditions" or PTC"). In case of discrepancies, the PTC duly negotiated and expressly agreed by the parties shall prevail on the GTC

Nevertheless the GTC does not apply where (i) the Order is for services and/or products which are the subject of a separate framework agreement currently in force between the Customer and the given supplier or service provider (hereinafter "the Supplier") which does not refer to the GTC, or (ii) the scope of the GTC have been expressly excluded by the parties.

Any variation to the Order or any decision relating to its performance shall only be valid once recorded in writing and signed by both parties.

2 - ORDERS

Orders shall only be valid if made in writing.

The Customer reserves the right to send Order electronically to the email address provided by the Supplier.

All electronic documents exchanged between the Customer and the Supplier must include information making it possible to identify the sender as well as the nature of the information sent. The electronic contact details to be used by each of the parties shall be provided. The parties agree that such electronic contact details shall be sufficient to identify the sender of electronic documents and authenticate their source.

The parties undertake to treat the documents they exchange electronically as original documents fully binding on them. Accordingly, such electronic documents shall have probative value, subject to the relevant contractual provisions being complied with. They shall also be granted the same probative value as that granted by law to hard paper documents.

Parties shall be barred in any event, except cases of proven failure or corruption of their IT systems, from claiming that their transactions are null and void or unenforceable on the grounds that they were made via electronic or telecommunications systems.

3 –ACCEPTANCE OF ORDERS

Within ten (10) days of the Order being issued, the Supplier shall return a signed duplicate copy of the purchase order to the address of the Customer's branch that has issued the Order. The Customer reserves the right, failing this, either to cancel the Order by way of registered letter without charge or compensation due, , or to consider that the Order has been accepted by the Supplier.

Commencement of the Order shall constitute unconditional acceptance of its terms on the part of the Supplier.

In the event the Supplier accepts the Order with reservations, it shall notify the Customer thereof in a separate written document within five (5) days following receipt of the Order. In such case, the Customer shall no longer be bound by the Order unless it confirms in writing its acceptance of said reservations.

4 – CHANGES TO ORDERS

The Supplier shall refrain from making any changes to the Order that have not been previously approved in writing by the Customer.

The Supplier shall make all changes, deletions and additions to the Order that shall be notified to it in writing by the Customer, subject to a breakdown being drawn up on the basis of the agreed prices or, failing this, on the basis of prices to be agreed on.

5 - ASSIGNMENT – SUB-CONTRACTING - CO-CONTRACTING

The Supplier may not assign, sub-contract or co-contract all or part of the Order or assign any interest, without the Customer's prior written approval.

Any breach of this clause shall entitle the Customer to terminate the order by way of a simple notice of termination sent to the Supplier.

To receive prior written approval, the Supplier shall provide proof that its co-contractors and/or sub-contractors strictly comply with their legal obligations and shall transmit any document as deemed necessary by the Customer, with the exception of purely financial clauses. The authorisation granted by the Customer shall not relieve the Supplier from any of the contractual and legal obligations incumbent upon it, which it undertakes, under its sole responsibility, to pass on to its chosen sub-contractors.

The Customer shall in no way be required to give reasons for withholding its approval under this clause.

In case of on-site presence of the sub-contractor, the Supplier shall comply with all regulations applicable to sub-contracting, and shall in particular discharge all the obligations incumbent upon it in relation with this type of operation.

In any event, the Supplier shall remain responsible for its sub-contractors.

The Supplier undertakes to act in accordance with the Personal Data Protection Laws and namely the EU regulation the EU Regulation n°2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. The Supplier shall ensure that its subcontractors and co-contractors shall act in accordance with such regulation.

6 – PERFORMANCE OF ORDERS

The Supplier shall be required to deliver goods that strictly conform to the specifications and details of the Order and the Supplier's documents approved by the Customer **prior to** and during the course of the performance of the order.

The Supplier acknowledges that it has received all the information necessary to completely fulfil the Order, that it has taken into account all the difficulties such performance entails, and that it is capable of carrying out the obligations incumbent upon it in accordance with best practices and regulations in force, including those pertaining to safety and the environment.

The Supplier shall be required to supply the equipment and/or works specified in the order alongside with any equipment and/or works directly or indirectly related thereto, so that the order shall be fully fulfilled and/or that the equipment supplied shall be ready for use, with all the necessary or useful accessories, for their intended purpose and optimal use.

The Supplier formally agrees to refrain, in the event of a dispute on any grounds whatsoever, from suspending its supplies or works, or more generally from fulfilling any of its contractual obligations.

When Orders are intended for third parties, they must be performed in accordance with all the terms and conditions, including the specifications, plans and documents pertaining to the main order, which the Supplier acknowledges to be acquainted with.

Within the limits of the Order, the Supplier shall undertake all of the obligations incumbent upon the Customer vis-a-vis its own client, and the Customer shall be entitled against the Supplier to all the rights which its own client has against it under the main order.

The Supplier's commitments and responsibilities shall in no way be varied or diminished by any authorisations, approvals or controls.

At any time, the Customer may request that any work be discontinued, reject any non-compliant materials and supplies, and/or demand that any such breach be immediately remedied.

7 – CONTRACTUAL DEADLINES AND PENALTIES

Contractual deadlines are mandatory requirements and may not be amended without the Customer's prior written consent.

The Customer reserves the right to postpone the commencement of the Order or to suspend the same by reason of any special circumstances or needs arisen in the context of the main order placed by a third party with the Customer requiring that such postponement or suspension be made. In such case, contractual deadlines shall be extended by the same period of time as that required or agreed under the main order.

Contractual deadlines run from the commencement date stated in the Order, or failing such date, from the date on which the Order is sent.

The deadlines stipulated in the Order are deemed to run up to delivery of the last of the goods included in the Order.

The Customer reserves the right to refuse any early delivery.

In the event that delivery delays become predictable or even inevitable, the Supplier shall be required to notify the Customer thereof as soon as it becomes aware of such delays, and in any event no later than forty-eight (48) hours beforehand. The Customer shall in such case inform the Supplier whether it intends to terminate the Order.

Without prejudice to the provisions set out in article 10 below, the Supplier shall be required as of right as a simple result of the delay, to pay an irreducible and fixed penalty of zero point five per CENT (0,5%) of the total amount of the Order, per calendar day of delay, as compensation for the disruption caused to the Customer in the management of the Order.

Moreover, the Customer shall be entitled to use all other rights it may have under the Order, including in particular the right to claim repayment of all other expenses or losses it suffered as a result of said delay, such as fines, penalties paid by the Customer to its own client, financial costs, loss of performance, additional site costs, loss of profits, etc.

The Customer rejects all responsibility in the event of a delay in the fulfilment of the Order or of its suspension which would result from the Supplier's failure to submit the documents required by applicable legislation and/or the purchase order.

8 - FORCE MAJEURE

Force majeure, as defined by French case law, shall be accepted by the Customer only insofar as it is admitted as such by its own client.

Should the force majeure event continue for more than fifteen (15) days, each party shall be entitled to terminate the Order, by way of registered letter, without compensation for either party; the part of the Order which has already been performed shall be paid in due proportion, unless it proves to be of no use to the Customer, in which case the Supplier shall take it back or keep it at its expense.

The Supplier may only rely on the force majeure event if it has occurred during the contractual period and has been notified as a force majeure event to the Customer in a letter stating the reasons thereof, sent via registered post within twenty-four (24) hours of its occurrence.

The end of the force majeure event must be notified within twenty-four (24) hours in the same manner.

The party affected by the force majeure event shall make every effort to mitigate the effects arising from such event.

9 – SUPPLIER'S OBLIGATIONS

The Supplier shall take all appropriate measures to provide goods and services that are compliant in terms of quality and quantity with the terms of the Order and the specifications agreed between the parties.

The Supplier shall ensure that the Order is completely fulfilled in all respects, without interruption and within the stipulated deadlines.

The Supplier undertakes to send the Customer, as specified in the purchase order, all documents required under current legislation against undeclared work and unfair competition.

The Supplier shall be required to immediately notify the Customer of any changes to its legal and economic status by registered letter with acknowledgment of receipt.

10 - TERMINATION

Notwithstanding any stipulations in this respect which might be included in the main order (received by the Customer from its own clients), in the event of failure on

the part of the Supplier to fulfil any of its obligations within three (3) business days of it being required to remedy such breach by written notice, the Customer shall be entitled as of right, to either terminate the entire Order or that part of the Order which has not been performed, or to remedy the defaulting Supplier's breaches and maintain the Order at the Supplier's expense and risk, without prejudice to the provisions of article 7.

Likewise, subject to applicable mandatory laws, in the event of insolvency proceedings against the Supplier, fraud as to the quality of the subject of the Order or gratuities paid to the Customer's staff, the Customer shall be entitled to unilaterally and automatically terminate any Order that has been placed but has not yet been completed.

In such event, the Customer shall be entitled to claim damages against the Supplier, without prejudice to the payment of the penalty referred to in article 7. A statement of the works carried out by the defaulting Supplier shall be drawn up in the presence of both parties, along with a statement detailing the supplies made, the facilities and equipment provided, any advance payments made and the impact of the breach, for which the Supplier shall remain contractually liable with regard to the Customer.

Obligations, which by nature are deemed to remain in effect beyond the Order, such as guarantees, compliance with regulations, intellectual property and confidentiality undertakings, shall survive the performance or termination of the Order.

11 - SHIPPING - PACKAGING

Wherever possible, shipments shall be grouped together so as to limit transport. Particular attention shall be paid to optimising packaging; preference shall be given to recyclable packaging or packaging made from renewable materials.

Deliveries shall be carried out at the Supplier's risk and expense to the address specified by the Customer, only on business days and during the working hours of the offices or sites where delivery is to take place.

The fact that the Customer bears the costs of transport does not entail that it also bears the risks of loss or damage to the given equipment. Prior to any shipment, the Supplier shall send to the Customer's branch that has issued the Order a shipping notice clearly and precisely specifying, in particular, the equipment being shipped and the references of the purchase order.

The Supplier guarantees the perfect preservation of the equipment, regardless of the cause of the shipment delay, even if such delay results from the Customer.

The Supplier shall bear all additional costs resulting from accelerated means of transport which may prove necessary to meet the delivery deadline, unless the said delay is attributable to the Customer.

Packaging is considered lost. However, if, as an exception, it is agreed that packaging is to be invoiced, the Customer shall return said packaging postage due and the Customer shall be credited of its value. Packaging is deemed to be shipped back by the Customer in its original condition.

12 – DELIVERY - ACCEPTANCE

The Supplier undertakes to deliver the services and/or equipment to the places and on the dates specified on the purchase order during reception opening hours.

In the absence of reservations, delivery shall be formalised by both parties on the date agreed between them and recorded in a report drawn up by the Customer, unless the Customer expressly waives such report; in the latter case, the equipment supplied shall be deemed automatically accepted.

The Customer is deemed to have accepted patent defects:

- for the provision of equipment, if it has not notified the existence of said defects to the Supplier within ten (10) business days following delivery

- for the provision of services or equipment subject to a specific acceptance procedure, if it has accepted said services or equipment in writing after having been invited to do so by the Supplier.

The Customer reserves the right to return any defective or non-compliant equipment at the expense and risk of the Supplier.

The Supplier may not ask for acceptance to be made on part of the equipment provided only.

Quantitative acceptance carried out by the Customer upon delivery shall not constitute qualitative acceptance. Qualitative acceptance alone shall be deemed to validly constitute acceptance and may not be declared prior to acceptance of the work under the main order.

13 – TRANSFER OF TITLE

Title is transferred to the Customer on the date of the Order and risks of damage or loss are transferred to the Customer upon delivery/acceptance.

No retention of title clause may be invoked against the Customer.

14 - PRICE - INVOICING – PAYMENT

PRICE- Unless otherwise specified in writing in the Order or the written agreement making reference to the present GTC, prices are firm and not subject to revision, and include all costs, including carriage, packing, unloading, insurance, taxes, charges, and duties, with the exception of VAT.

If a price was agreed ex works or ex warehouse from the Supplier, but the means of carriage were not stipulated, shipments shall be made under the most advantageous material and financial conditions for the Customer.

In the event that a lower price or a higher discount has been granted by the Supplier to other companies for volumes of products or services that are comparable to that purchased by the Client, the Parties undertake to hold discussions with respect to how this information shall be taken into account.

INVOICING - In addition to the mandatory legal notices, the Supplier's invoices must mention the number and the full reference of the purchase order. Said invoices shall be sent to the address specified in the purchase order subsequently to compliant delivery/performance of the equipment and/or services on the receiving site.

Failure on the part of the Supplier to comply with the above requirements shall automatically lead to the invoices being returned.

Under the terms of article 242 noniè A of the CGI (Code Général des impôts), the date of issue of an invoice shall be construed as a mandatory legal mention, it must be true and accurate and shall correspond to the effective date of actual sending of the invoice to the Customer. Consequently, the late sending of an invoice in relation to the date stated in such invoice may give rise to potential mistake and therefore compromises the due processing of the said invoice. In the light of the foregoing, any invoice recording a delay of more than seven (7) calendar days between the date affixed on it and its date of receipt by the Customer shall will be returned to the Supplier for rectification. Payment will be done only after receipt of the rectified invoice.

The Supplier is obliged to issue its invoice as soon as the supply has been sold or the service has been performed and expressly undertakes to do so. The present GTC being construed as an invoice request as soon as the sale or the service is performed.

PAYMENT – Unless otherwise agreed and only for supplies and/or services that have been accepted in whole, payments shall be made by bank transfer or check issued by the Customer at 60 days from the date of invoice.

In the event of late payment, the Supplier may be applied default interest which shall be l three times the statutory rate in force in France. The supplier shall also obtain from the Customer compensation for recovery costs calculated in accordance with applicable decree.

The Customer's payments may not be deemed to constitute any acknowledgment of qualitative acceptance or of any other argument that could be invoked against the Customer.

15 – WARRANTY

The Supplier shall only provide services and equipment which are free from patent and/or latent defects and which comply with applicable regulations and best practices in light of state-of-the-art techniques, standard requirements regarding use, reliability and lifespan, and with the normal intended use of the service or equipment. In the absence of specific requirements stipulated in the Order and without prejudice to more stringent legal provisions, the Supplier shall ensure that the services and equipment shall comply with the Customer's needs, and that the equipment shall perform and operate properly during a minimum period of twenty-four (24) months after delivery or commissioning, as the case may be.

The aforementioned warranty relates to repair or replacement of part(s), labour and travel costs.

The Supplier likewise guarantees that it shall repair or replace, at the Customer's discretion and the Supplier's expense, any defects, deficiencies and non-compliances of the services and equipment uncovered during the said period and shall indemnify and hold the Customer harmless from any losses or damage resulting therefrom. In the event of repair or replacement of an item, a further warranty period of twenty-four (24) months for the repaired or replaced item shall commence as of its commissioning.

All expenses or charges incurred in connection with the implementation of these warranties shall be borne by the Supplier.

In cases of extreme urgency, the Customer shall be entitled to repair or replace itself an item, without prejudice to the above-mentioned obligations of the Supplier.

The Supplier undertakes, for a minimum of five (5) years following the discontinuing of the manufacture or withdrawal of an item from its catalogue to provide the Customer under reasonable conditions, notably in terms of price and delivery times, with parts, components and other elements necessary for the use of the Products.

16 - LIABILITY – INSURANCE

LIABILITY – The Supplier is fully responsible, as a qualified professional, for the design, performance and successful completion of the Order. It shall indemnify and hold the Customer harmless from all consequences, including loss of profits, financial costs, etc. in the event of a breach on its part and/or a lack of prudence, foresight or diligence owing to or in the course of the performance of the order. The Supplier shall be responsible for taking all precautionary measures for the safety of its staff, the Customer's staff and/or the staff of any other third parties and/or for the protection of their property and/or the protection of the environment.

INSURANCE – The Supplier undertakes to take out insurance and maintain, both in its name and in that of its subcontractors, if any, from a reputedly solvent insurance company to provide coverage for the financial consequences of civil liability that it or its possible subcontractors might incur in case of bodily injury, material and/or immaterial damage (regardless of its origin) caused to the Customer and/or to any third party, during and in relation to the performance of the order. The Customer may request that the Supplier provide a copy of the certificates attesting to the insurance coverage it has taken out. The insurance policies must come into force at the latest at the time of ordering, remain in effect without discontinuation until twelve (12) months following the delivery or performance of the order, and include a waiver clause in favour of the Customer. The statement of the amounts guaranteed under the insurance policy in no way represents a waiver on the part of the Customer with regard to the Supplier for amounts in excess of such amounts or any limitation or exclusion of liability whatsoever. The Supplier shall be solely responsible for the payment of insurance premiums.

17 – INDIVISIBLE AGREEMENT

In the event of a failure by the Supplier to fulfil any of its obligations hereunder, the Customer shall be entitled to consider that all the debts and claims against it proceed from a single contractual commitment.

As a result, the Customer shall be entitled to set off its debts with its own claims against the Supplier.

Similarly, failure by the Supplier to make payment for any of its debts with regard to the Customer shall authorise the latter to automatically suspend, without notice, all or part of its services and deliveries or terminate any or all

of its commercial contracts via registered letter, without prejudice to any other remedies it may have.

18 – INTELLECTUAL PROPERTY

The Supplier shall refrain from directly or indirectly using, reproducing, exploiting, modifying, translating, disclose or making available to third parties any document, data, knowledge, information, map, plan, drawing, model, calculation notes and sample, regardless of the medium and the means of communication, entrusted by the Customer for the performance of the Order.

The Supplier grants to the Customer a transferable right to use, reproduce, represent, disclose, and/or exploit the products and services existing prior to the issuing of the order, for any intended purpose and use chosen by the Customer, on a worldwide basis for the entire term of protection of the said intellectual property rights. The Supplier also assigns on an exclusive basis to the Customer all rights, including, but not limited to, the right to reproduce on any medium whatsoever and as often as it wishes, on all deliverables, products and/or services as and when they are completed; said assignment is made as of right without the need for any formality for any intended purpose and use adopted by the Customer, on a worldwide basis for the entire term of protection of the intellectual property rights. The price set between the parties comprises said transfer of rights.

The Supplier shall indemnify and hold the Customer harmless from the consequences of any third-party action resulting from any infringements of intellectual property rights concerning the deliverables, products and/or services. The Supplier shall be liable vis-a-vis the Customer for any damage that might result therefrom, including the cost of legal assistance.

19 – CONFIDENTIALITY – DISCLOSURE – ACCESS TO ELECTRONIC FILES – PERSONAL DATA PROTECTION CONFIDENTIALITY

Any commercial or technical information of any kind whatsoever disclosed between the parties in the course of the Order or its performance shall remain the exclusive property of the disclosing party. The party receiving the information shall only use it in the context of the Order and shall return it to the other party after the Order has been performed. The party receiving the information undertakes to keep such information strictly confidential for five (5) years following the date of the Order and to only provide it to employees who need such information for the purpose of carrying out the order; said employees are required to maintain the confidentiality of such information and under no circumstances disclose it to third parties without having first received the disclosing party's prior written consent.

DISCLOSURE

In the absence of the Customer's prior written consent, the Supplier shall refrain from disclosing in any manner whatsoever the business relationship between the Customer and the Supplier and/or information on the Customer and its associated brands.

ACCESS TO ELECTRONIC FILES

Information relating to the Supplier contained in the Customer's electronic files is provided only to

departments and agencies expressly authorised to have access to it.

PERSONAL DATA PROTECTION

The Supplier is obliged to process the Customer's personal data in accordance with the instructions of the latter. The Supplier will never use such personal data for purposes other than those expressly defined and authorized by the Customer in the framework of the Order.

20 – ETHICS AND SUSTAINABLE DEVELOPMENT – CORPORATE SOCIAL RESPONSIBILITY

The Customer, as a subsidiary of the ENGIE group, adheres to its ethics and sustainable development commitments. Accordingly, the Supplier acknowledges having read and adheres the commitments taken by ENGIE in terms of ethics and sustainable development as detailed in its Ethic charter and its Practical Guide to Ethics available on its website www.engie.com.

It is particularly committed to preserving the environment and reducing the negative impact that its company or subcontractors could have on the environment by both their product and manufacturing process (including, in particular, quality management requirements in accordance with ISO standards, compliance with REACH and WEEE regulations).

It also undertakes, both in its name and on behalf of its suppliers and subcontractors, to comply with standards relating to fundamental human rights, embargoes, arms and drugs trafficking, terrorism, economic crimes, the fight against money laundering, competition law, personal health and safety, immigration and the prohibition of illegal employment.

It undertakes to conduct its business as an independent contractor without any relationship of subordination with respect to the Customer. All of the Supplier's staff assigned in whole or in part to the performance of the Order shall remain under all circumstances under the Supplier's hierarchical and disciplinary authority. The Supplier represents that the staff assigned to the services covered under the Order shall be lawfully employed by it with regard to the rules of the French Labour Code (*Code du Travail*) in force in France as well as with regard to any other local legislation applicable to the Customer and the Supplier, and undertakes to take charge, in its capacity as an employer, of the administrative, accounting, and social management of its staff.

Any violation of the provisions of the ethics and sustainable development clause shall constitute a breach of contract entitling the non-defaulting party to suspend and/or terminate the order or the agreement making reference to the present standard terms and conditions through sole fault of the defaulting party.

21 – ECONOMIC DEPENDENCY

The Supplier undertakes to diversify its market share with other customers for services that are identical to or different from those in the order or the agreement making reference to the present standard terms and conditions. The Supplier is required to immediately notify the Customer of any risk of economic dependency.

22 – DISPUTES

IN THE EVENT OF ANY DIFFICULTY IN INTERPRETING OR PERFORMING THE PRESENT STANDARD TERMS AND CONDITIONS OF PURCHASE, THE PARTIES SHALL SEEK IN GOOD FAITH AN OUT-OF-COURT SOLUTION BEFORE TAKING ANY LEGAL ACTION.

IN THE ABSENCE OF ANY OUT-OF-COURT RESOLUTION, THE DISPUTE MAY BE BROUGHT BY THE FIRST PARTY TO TAKE ACTION BEFORE THE COMPETENT COURTS HAVING JURISDICTION OVER THE CUSTOMER'S REGISTERED OFFICE.

23 – GOVERNING LAW

The governing law is French law and it is formally agreed that the Vienna Convention of 11 April 1980 shall not be applied.

24 - MISCELLANEOUS

The invalidity of any one clause of the present standard terms and conditions shall not affect the validity of the other clauses and the parties shall endeavour to replace said clause with an economically equivalent valid clause.

Failure to exercise or delay in exercising any right or remedy by any party shall not be deemed a waiver of the right or remedy in question nor shall it be deemed a waiver of any other rights or remedies.

Each party hereto is a legally and financially independent legal entity acting in its own name and under its own responsibility.