

## General Terms and Conditions of Purchase (GTCP)

### 1 PURPOSE AND SCOPE

**1.1** These general terms and conditions of purchase apply to all purchases of services and/or goods (services and/or goods, hereinafter referred to as "Prestation") provided by BERTRANDT SAS and BERTRANDT FRANCE SAS (hereinafter referred to as "Bertrandt") to any third party, supplier and/or provider (third party, supplier and/or provider, hereinafter referred to as "Supplier"), whether in the form of an invitation to tender, a contract, a master agreement and/or an order (hereinafter the "Order").

**1.2** By accepting the Order or beginning to fill it, the Supplier acknowledges that it has read these general terms and conditions of purchase and agrees, without reservation, that they apply to the Order.

Any general terms and conditions of sale of the Supplier will be applicable only if they have been provided to BERTRANDT before the Order and expressly agreed to by it in the Order.

Any special term must be set out in the Order in order to be applicable.

**1.3** These general terms and conditions form an integral part of the Order. They will automatically be applicable to any changes to the Prestation and/or to any amendments to the Order.

**1.4** These general terms and conditions are available at any time on simple request to the BERTRANDT SAS Purchasing Department.

**1.5** Regarding our information obligations according to the EU GDPR we refer to our Data privacy statement which can be found at <https://www.bertrandt.com/en/data-privacy-statement/>.

### 2 PLACING AN ORDER

**2.1** The goods and services supplied by the Supplier must include all supplies, prestations and work that is needed for complete fulfilment of any Order placed. The Supplier will be subject to a duty to advise for the proper fulfilment of the Order and the Prestations. It must request all details and/or state all reservations that are necessary for the fulfilment of the Order. If it does not have that information, it must obtain information regarding the use that BERTRANDT intends to make of the Prestation.

**2.2** Only an Order in writing, approved by its purchasing service or by any authorised person, will be binding on BERTRANDT. It is the responsibility of the Supplier to satisfy itself that the BERTRANDT personnel who place an Order have the capacity and power to do so, under the provisions of Article 1158 of the Civil Code.

**2.3** Except in the case of an Order formalised by a contract signed by both parties, acceptance of the Order by the Supplier is effected by the issuance of an acknowledgement of receipt of order by email or post. If BERTRANDT does not receive the acknowledgement of receipt from the Supplier within five (5) business days of the date on which the Order is sent, the Order will be deemed to have been accepted by the Supplier.

Anything done by the Supplier to begin fulfilling the Order will constitute acceptance by the Supplier of the entire Order, without reservation, even if no acknowledgement of receipt is sent.

Except in the case of an urgent Order presented as such, which the Supplier must begin to fulfil within the five (5) business days referred to above, any Order may be cancelled by BERTRANDT at any time before receipt of the acknowledgement of receipt, by mail (post, fax or email), in writing, sent to the Supplier with immediate effect upon receipt of the said mail, with no prior formal notice or particular formality, and creating no right in the Supplier to any indemnification or damages of any nature whatsoever.

**2.4** Unless otherwise specially agreed, any acceptance of an Order by the Supplier will automatically operate as acceptance of these general terms and conditions of purchase, without reservation. No reservations or restrictions stated by the Supplier after the Order is issued may be taken into consideration or have contractual effect without the written agreement of BERTRANDT.

### 3 CHANGE TO THE ORDER

No change to the terms on which the Order is to be fulfilled may be made by the Supplier without the prior written agreement of BERTRANDT.

During fulfilment of the Order, BERTRANDT reserves the option of requesting changes, in particular to the perimeter or the terms on which the Prestations are to be performed. After agreement in writing with BERTRANDT concerning the potential consequences of such changes for the Order (for example, for times and prices), the Supplier agrees to carry out such changes. Any implementation of changes by the Supplier without a further agreement in writing will be deemed to have been carried out on the initial terms of the Order.

The Supplier agrees to provide BERTRANDT with all necessary information and all price lists requested of it for the purpose of a potential change to the terms of the Order.

### 4 GENERAL PROVISIONS RELATING TO FULFILMENT OF THE ORDER

**4.1** For the purposes hereof, the term "Deliverables" refers to all results of the Prestations, including, in particular, reports, studies, plans, models, drawings, files, and other documents originated and/or produced by the Supplier in the course of fulfilling the Order, whether in written or electronic form or in any other material and tangible form, and identified in the Order. They will form part of the Prestations.

**4.2** Unless otherwise specifically stated in the Order, the Supplier, in its capacity as a professional, is subject to an obligation of result in respect of the perfect and complete performance of the Prestation and fulfilment of the Order. It undertakes to properly carry out the performance of the Prestations and Deliverables in accordance with best practices and the norms, standards and legislation in force on the date on which the Order is signed and during fulfilment of it, the stipulations of the Order and other documents listed on the Order (in particular, plans and specifications), including all provisions thereof, as

an obligation of result, and, generally, to warrant that such Prestations will be fit for the use (known by the Supplier) for which they are intended.

**4.3** The Supplier has an obligation to designate a member of its personnel as the authorised representative who may, on its behalf and alone, make all arrangements, decisions and agreements relating to the progress of the Prestation, in particular at coordination meetings.

**4.4** The Supplier is subject to a general duty to inform, advise and caution BERTRANDT and in that regard, undertakes, in particular:

- to contribute to the analysis of the needs and specificities of BERTRANDT by requesting any information and/or document that is necessary for perfect understanding of the needs of BERTRANDT in relation to the Order, as needed;
- to inform BERTRANDT about the progress of the Prestations and/or Deliverables and to caution it, without delay, in writing, about the consequences of any new request or choice made by BERTRANDT, in particular concerning the technical and financial terms for the performance of the Prestations
- to ask BERTRANDT for any information or document that is not provided to it, that is necessary for the proper performance of the Prestations;
- to report to BERTRANDT, as soon as possible, and confirm in writing, any defects, errors or omissions that it may identify in the information or documents provided to it by BERTRANDT;
- to collaborate with audits initiated by BERTRANDT with all necessary diligence;
- to provide it with all information or documents that may be useful to it in respect of the Prestation.

In particular, the Supplier will inform BERTRANDT in writing of any situation that concerns it and that could jeopardise the proper fulfilment of the Order, in particular in the event of insolvency proceedings affecting its business (cessation of payments, bankruptcy or judicial liquidation), or any other equivalent situation, such as dissolution or wholly or partially ceasing to carry on business. In return, BERTRANDT will inform the Supplier of what action it intends to take, subject to the statutory public policy provisions in force.

The Supplier formally undertakes that the Prestation, including the Deliverables, will conform to the Order, and warrants that it is fit to meet the requirements in the Order for the specified application or intended use.

**4.5.** In the course of the Order, BERTRANDT may provide the Supplier with data, documents or information that is necessary or useful for the performance of the Prestations (hereinafter, the "Input Data"). The Supplier is required to request details and/or clarifications from BERTRANDT in all cases where the Input Data seem to it to be ambiguous, vague and/or non-exhaustive, or to make any observations that seem to it to be advisable concerning the Input Data. It must ensure that the Input Data contain no errors or omissions that could result in improper or incomplete fulfilment of the Order. Otherwise, no claim, reservation or exception relating to the Input Data may be made subsequently by the Supplier.

## **5 PRICE – TERMS OF PAYMENT**

**5.1** Unless otherwise stated in the Order, the prices stated in the Order will be in Euros, excluding taxes, firm, flat, all costs included, and not subject to revision. Except in special cases, VAT will be added to the prices in accordance with the regulations in force. Before making its offer, the Supplier must ensure that its commitment is given with full knowledge and that the price will enable it to meet its obligations, even if the contractual equilibrium is upset by circumstances that are not foreseeable at the time the Order is agreed to, even when performing its obligations would be unduly onerous, and must bear all the economic and financial consequences. The Supplier acknowledges that it has received all of the necessary and useful information and material to enable it to set its price. The Supplier may not claim any payment of costs or any reimbursement or indemnity, over and above the prices stated in the Order, unless a quote has first been agreed to by the competent department of BERTRANDT.

**5.2** Invoices must be prepared on the basis of the information and timetables set out in the Order. In addition to the information required by statute, they must contain, at a minimum, the date, the Order number, the delivery slip number, and a copy of the memorandum of acceptance, where applicable. Any incomplete invoice or invoice that is sent to an address other than the one stated on the order form or is improperly or incorrectly worded or does not contain the Order number will be returned to the Supplier.

When a payment due date is associated with a stage of progress (for example, passing a milestone) of the Prestation, the corresponding invoice will be subject to full and actual completion of that stage, in accordance with the terms applicable to it.

**5.3** Unless otherwise specially agreed, payment will be made forty-five (45) days after the date on which the invoice is issued, it being specified that the Supplier undertakes to send its invoices when they are issued. Payment will be made by bank transfer, provided that the Prestations and invoices comply with the specifications in the Order and with Article L.441-3 of the French Commercial Code.

The acceptance, reception or verification procedure for verifying the conformity of the Prestation with the Order may extend the agreed time for payment, including beyond the statutory maximum time, if the nature or characteristics of the Prestation so justify. The time for this procedure may not exceed 30 days from the date of receipt of the goods or performance of the service.

Payment of the invoice by BERTRANDT may be delayed where there is a justified and serious dispute. The Supplier will first be informed of the dispute and given an opportunity to determine whether the complaint is genuine. The Supplier will have ten (10) business days after receipt of that information to review the complaint and send a written protest, stating reasons, to BERTRANDT.

BERTRANDT reserves the right to deduct, from the amount of the Supplier's invoices, any amount that the Supplier might owe it, on any basis and of whatever nature it may be, including the amount of late penalties or penalties for non-conformity of the Prestation. To give the Supplier an opportunity to determine whether complaints are genuine and well-founded, BERTRANDT will first give it notice of them. If the Supplier does not present a written dispute, stating reasons, within ten (10) business days after the notification, BERTRANDT may apply set-off.

In the case of an instalment payment, BERTRANDT may require that a bank guarantee for return of the instalment be provided first.

## **6 DELIVERY, TIMETABLE, LATE PENALTIES**

The Supplier is required to deliver the Prestation, lot(s) or sub-lot(s) of the Prestation, and the associated Deliverables, to BERTRANDT within the times set out in the Order. Those times are mandatory and adherence to them constitutes a material condition for BERTRANDT without which it would not have contracted. Any delay, and the reason therefore, must be reported in writing to BERTRANDT as soon as it is foreseeable.

Except in a case of force majeure, in the event of non-compliance with the contractual deadlines, BERTRANDT may apply late penalties, without prejudice to any other sanction provided by statute or agreement. Unless otherwise stated in the Order, the Supplier will incur penalties equal to 0.5% per date later than the contractual timetable, calculated on the basis of the total value of the Order, excluding taxes, and capped at eight per cent (8%) of the Order. The penalties are applicable retroactively commencing on the 1st late day, fifteen (15) calendar days after a letter or email is sent to the Supplier informing it of the possible application of penalties and inviting it to provide its observations, with no further judicial formality. They will not constitute a full discharge and therefore may not be considered to be flat and final compensation for the damage suffered by BERTRANDT.

## **7 ACCEPTANCE OF THE PRESTATIONS**

Acceptance means all of the operations and/or the document by which BERTRANDT acknowledges the apparent conformity of the Prestations and/or Deliverables with all of the provisions and specifications of the Order and documents referred to in it, and declares that it accepts them with or without reservations. As stated above, acceptance operations will not exceed thirty (30) days from the date of receipt of the goods or performance of the service. Unless otherwise provided in the Order, BERTRANDT reserves the option of:

- Issuing an acceptance without reservations when the Prestations and/or Deliverables do not cause any remark or reservation on its part or on the part of the end customer;
- Issue an acceptance with reservations when it finds that minor parts of the Prestations and/or Deliverables are incomplete or are non-compliant in ways that do not prevent the Prestations and/or Deliverables from being used on the terms set out in the Order. If reservations are stated by BERTRANDT, the Supplier must eliminate them, at its expense, within a reasonable time as directed by BERTRANDT. Until the reservations have been eliminated, there will be no final acceptance and the associated payments may be suspended as set out in Article 5.3. If the reservations are not eliminated within the time indicated, BERTRANDT will be authorised to apply late penalties, without prejudice to any other sanction provided by statute or agreement, in particular, a price reduction and/or substitution at the expense of the Supplier;
- Accept of the Prestations and/or Deliverables in a condition that is incomplete or imperfect or does not comply with the provisions of the Order, in return for a proportional reduction of the price, as set out in Article 1223 of the Civil Code, without prejudice to any other sanction provided by statute or agreement;
- Reject, in whole or in part, the Prestations and/or Deliverables that do not comply with the Order, where they cannot be used on the terms set out in the Order, without prejudice to any other sanction provided by statute or agreement, in particular, cancellation of the Order.

In the case of a subcontracted Order, acceptance of the Prestations will be subject to final acceptance by the end customer. The purpose of acceptance is to provide for payment of the Supplier's invoice; it does not relieve the Supplier of its statutory and/or contractual obligations and warranties.

## **8 TRANSFER OF TITLE – TRANSFER OF RISKS**

**8.1** Transfer of title in the Prestations, including Deliverables, to BERTRANDT will take place as they are delivered/performed.

**8.2** The costs and risks of shipping will be borne by the Supplier. The Supplier will retain legal custody of the Prestations and the association risks until the date of acceptance of the Prestations by BERTRANDT without reservations, which is evidenced by the signing of the memorandum of final acceptance.

## **9 WARRANTY**

Unless otherwise provided in the Order, in addition to the statutory warranties, the Supplier warrants that the Prestations are free of any defect and comply with the best practices, norms, standards and legislation in force that apply to them and to the stipulations of the Order and other documents listed in the Order (in particular, plans, specifications), for a period of twenty-four (24) months from the date of delivery or the date of final acceptance, whichever is later.

In the event that an anomaly, non-conformity or defect in the Prestation is identified during that period, BERTRANDT will inform the Supplier in writing, stating the nature of the problem.

The Supplier will, at its sole expense, within ten (10) days after the written notification sent by BERTRANDT, perform all repairs, corrections, modifications, updates, calibrations, replacements or other operations necessary to make the Prestation compliant and free of defects, without prejudice to any other sanction provided by statute or agreement, in particular, damages to compensate for the damage suffered. If the Supplier does not fully remedy the problems within a further ten (10) days after a formal demand sent by registered letter with acknowledgement of receipt by BERTRANDT, BERTRANDT may remedy the problems itself or have them remedied by a third party, at the expense of the Supplier, without prejudice to any other sanction provided by statute or agreement, in particular, damages to compensate for the damage suffered.

## **10 PERSONNEL, MEASURES AGAINST ILLEGAL EMPLOYMENT**

**10.1** In strict compliance with the applicable French or Community legislation and regulations, the Supplier will be responsible for the direction, management and remuneration of all of the personnel whom it may engage to work, under its responsibility, in fulfilling the Order. The Supplier undertakes to assign properly trained, qualified and authorised personnel to fulfil the Order. It guarantees compliance by its personnel with the undertakings given by it to BERTRANDT.

The Supplier will not engage in any contact with the end customer unless it is expressly invited or authorised to do so, in writing, by an authorised representative of BERTRANDT.

**10.2** The Supplier declares that it is in good standing in respect of social legislation and, more specifically, in respect of the provisions concerning illegal employment.

If the Prestation is performed outside France: in the course of fulfilling the Order, the Supplier warrants to BERTRANDT strict compliance with the applicable French and Community legislation and regulations as they relate to employment, health, hygiene and safety and to environmental protection.

If the Prestation is performed in France: the Supplier certifies that the prestations will be performed in compliance with the social legislation in force, in particular, the legislation relating to concealed employment (Articles L.8221-1 et seq. and R.8222-1 to R.8222-3 of the Labour Code) and the use of foreign labour (Articles L.8251 et seq. of the Labour Code).

The Supplier agrees to provide to BERTRANDT, on the date that the Order is signed, and in any event before performance of the Prestation begins, and every 6 months until the expiry of the Order, the documents referred to in Articles D.8222-5, D.8222-7 and 8 and Articles D.8254-2 and 3 of the Labour Code.

In the case of a Prestation performed at the premises of BERTRANDT or its customers, the Supplier undertakes to comply with the provisions of the internal regulation applicable to the corresponding enterprise and decree 92-158 of 20 February 1992 relating to work performed in an establishment by an outside enterprise. If the Supplier uses subcontractors, it must ensure that they comply with the social legislation and the provisions of all contractual documents, in particular, with the Order.

## **11 MATERIAL MADE AVAILABLE TO THE SUPPLIER**

In the course of an Order, the Prestation may be performed using material and/or equipment made available by BERTRANDT (hereinafter, the "Material"), in accordance with the provisions of Articles 1875 et seq. of the Civil Code. The Supplier is deemed to be the custodian and is responsible for the preservation, maintenance and use of the Material, whatever it may be. In the event of deterioration, the Supplier will be responsible for the costs of repair or replacement. The Supplier must take out an insurance policy covering, in particular, any damage, theft, disappearance or destruction of the Material and provide evidence thereof to BERTRANDT if it so requests.

The Material will remain the property of BERTRANDT. The Supplier undertakes to use the Material exclusively for the purposes of fulfilling the Order, in strict compliance with the terms imposed by BERTRANDT. The Material will be deemed to be in perfect condition when it is provided, unless otherwise stated in a memorandum of availability established in the presence of both parties. The Supplier will return it immediately in its original condition, or in a condition corresponding to normal wear and tear of the material, on first request by BERTRANDT, or, in any event, spontaneously on the completion of the Prestation.

## **12 INTELLECTUAL PROPERTY**

For the purposes of this Article, the following terms will have the meanings set out below:

- "Prior knowledge" means any information, knowledge, data, plan, sample, formula, technique, method, analysis, know-how, invention or intellectual work, whether or not it is capable of protection by intellectual property rights, and any intellectual property right, whatever its nature, form or support, that is held by or belongs to the Supplier before the date on which the Order takes effect;
- "Results" means all information, knowledge, data, samples, plans, formulas, techniques, methods, analyses, know-how, inventions and intellectual works, whether or not it is capable of protection by intellectual property rights, and all intellectual property rights, whatever their nature, form or support, that are created or generated in the course of the performance of the Prestations and the Order.

The Supplier assigns to BERTRANDT, on an exclusive basis, as completion of the Results progresses, title in the Results and all patrimonial rights associated therewith, in particular, rights of representation, distribution and reproduction, exploitation, marketing, translation, modification, adaptation, incorporation, combination and use, in any form, in any manner and on any support whatsoever, present and future, irrevocably, throughout the term of their validity, worldwide, without limitation as to extent or intended use. This assignment is included in the price of the Order.

The Supplier's Prior Knowledge will automatically be licensed to BERTRANDT or the end customer, where such Prior Knowledge is necessary for the performance of the contract with the end customer and/or the use of the Prestations.

The Supplier holds harmless BERTRANDT for all consequences of any actions and claims by a third party based on the intellectual property rights associated with the Prestations or the rights assigned by the Supplier in connection with the Order.



The specifications, plans, studies, sketches, models, technical specifications, documents, know-how, creations, ideas, inventions or other material, including the Input Data, that are provided to the Supplier or of which the Supplier has knowledge in connection with the Order are and remain the exclusive property of BERTRANDT. The placing of an Order does not imply any transfer of rights in them to the Supplier. The Supplier may be temporarily authorised to use them, on the condition that such use is limited to fulfilling the Order.

### **13 CONFIDENTIALITY**

**13.1.** For the purposes of this Article, the term “Confidential Information” means any information or data that is provided to the Supplier, in any form whatsoever, or of which it may have knowledge for the purposes of or in connection with the negotiation or fulfilment of the Order. The term includes information and data of any nature, in particular, technical, commercial or financial, whatever the support, whether or not they are covered by intellectual property rights, including, in particular, all plans, sketches, models, specifications, or technical specifications.

**13.2** The Supplier undertakes to sign the BERTRANDT document entitled “Confidentiality Agreement”

**13.3** Even if the “Confidentiality Agreement” document is not signed, the Supplier undertakes to preserve the confidential nature of the Confidential Information at all times, and BERTRANDT need not specify or mark it as confidential. In particular, the Supplier undertakes, throughout the fulfilment of the Order and for a period of ten (10) years after the termination of the commercial relationship with BERTRANDT for any reason whatsoever:

- To take all reasonable measures, at a minimum, as protective as the measures taken to protect its own confidential information, to prevent and protect the Confidential Information against theft, and against unauthorised disclosure and/or reproduction;
- To use such Confidential Information only for the purposes of the Order and to the extent necessary for performance of the Prestations assigned to it in accordance with the Order;
- To communicate the Confidential Information only to personnel and subcontractors directly involved in fulfilling the Order and only to the extent to which such communication is necessary to achieve the purpose of the Order;
- To have its employees, officers and subcontractors sign a confidentiality agreement that is similar in all respects to the agreement set out in the “Confidentiality Agreements”;
- Not to disclose the Confidential Information, or make it accessible, in whole or in part, to third parties.
- To guarantee compliance with these obligations by its personnel, officers and subcontractors.

The Supplier undertakes, at the option of BERTRANDT, to return the Confidential Information to it, without delay, or to destroy it, once the Order has been completed, for any reason whatsoever.

### **14 LIABILITY, INSURANCE**

**14.1** The Supplier is liable for any damage that it, its personnel, its representatives, and any subcontractors may cause to BERTRANDT or any third party by reason of the Prestations and/or fulfilment of the Order. The Supplier indemnifies and holds harmless BERTRANDT and its insurers for any damage and/or liability that BERTRANDT may incur in this regard.

**14.2** The Supplier undertakes to take out and maintain in force, throughout the performance of the Prestation, at its expense, the necessary insurance policies in a sufficient amount to cover the risks and liabilities incumbent on it, both under the ordinary law and under its contractual undertakings. Intangible damage will, in particular, be covered by those insurance policies, with appropriate coverage and for appropriate amounts. In the event of a default in the performance of this formality, the Supplier will bear all the consequences of that breach. On simple request by BERTRANDT, the Supplier will provide it with all proof of the insurance policies then valid, issued by a reputable insurance company, dated within the previous six (6) months.

In any event, the amounts and insurance coverages taken out by the Supplier do not constitute limits of the Supplier's liability in respect of the Order.

### **15 FORCE MAJEURE**

Neither of the parties will be held liable in the event of the occurrence of an event of force majeure, as defined by the French law and courts. It is expressly agreed that a strike at the Supplier or one of its subcontractors will not be considered to be an event of force majeure.

The party that is a victim of force majeure must so inform the other party by registered letter with acknowledgement of receipt within three (3) calendar days after the occurrence of the event, stating the circumstances of the event and its nature, duration and foreseeable effects on the fulfilment of the Order, and providing all useful proof. The party that is a victim of force majeure will make its best efforts to limit its effects on the Order. The obligations of the Parties will be suspended throughout the duration of the event of force majeure and will resume upon cessation of the event. BERTRANDT will have the option of retaining a third party to perform the Prestations if the suspension causes it damage and/or jeopardises the performance of its own contractual obligations to the end customer; it will so inform the Supplier, which may not claim any indemnification in that case.

In the event that the event of force majeure continues for more than sixty (60) days, the Order may be cancelled automatically, by either of the parties, with no liability or payment of damages by either party, by registered letter with acknowledgement of receipt. The termination will take effect on the date on which the letter giving notice of the cancellation is received.

If the party is permanently prevented from acting, the Order will be cancelled automatically.

## 16 ASSIGNMENT, SUBCONTRACTING

**16.1** The Order is placed by BERTRANDT in consideration of the person and qualifications of the Supplier. The Supplier may not assign all or part of the rights and obligations resulting from the Order without the prior written agreement of BERTRANDT.

BERTRANDT may transfer or assign the rights and obligations resulting from the Order, in whole or in part, to any company that may take over all or part of its business, whether as a result of a merger, split, partial transfer of assets or sale of a business, or by any other method. BERTRANDT will so inform the Supplier and will not be jointly and severally liable for the performance of the Order with the transferee for the future, and the Supplier expressly so agrees.

The Supplier must inform BERTRANDT of any direct or indirect investment in its share capital by a company in competition with BERTRANDT.

**16.2** The Supplier may subcontract all or part of its obligations under the Order, on the condition that it has so informed BERTRANDT in advance, in writing. In any event, the Supplier is entirely responsible for the conformity and quality of the Prestations that are the subject of the Order, whether they are performed by it or by its subcontractors.

## 17 TERMINATION, RESOLUTORY CLAUSE

**17.1** BERTRANDT may terminate the Order, in whole or in part, automatically, in the absence of any breach by the Supplier of any of its obligations, by sending a registered letter with acknowledgement of receipt, in the event that the end customer terminates the contract. In that case, the Supplier may receive indemnification, which may not exceed the total amount of the expenses directly and irrevocably incurred, taking into account the prices initially established for the Order, on the date the Order is terminated, on presentation of proof.

**17.2** BERTRANDT may cancel the Order automatically, in whole or in part, without paying an indemnity to the Supplier, in the following cases:

- delay in fulfilling the Order of longer than two (2) months beyond the contractual times or timetable;
- if the Supplier fails to remedy problems within the ten (10) days provided in Article 9;
- in the event of rejection of the Prestations and/or Deliverables on the terms set out in Article 7;
- failure by the Supplier to sign the "Confidentiality Agreement" referred to in Article 13;
- breach by the Supplier of the confidentiality obligation referred to in Article 13;
- any breach by the Supplier of the provisions of Article 10;
- any breach by the supplier of the insurance obligation set out in Article 14;
- assignment by the Supplier of all or part of the rights and obligations resulting from the Order without the prior written agreement of BERTRANDT.

In the first three cases, the cancellation may take place after a formal demand is sent to which no response is received after fifteen (15) days. In the other cases, the option of cancellation may be exercised immediately, solely by reason of the breach; it may be exercised by registered letter with acknowledgement of receipt.

Cancellation will take place without prejudice to any other sanction provided by statute or agreement.

## 18 REVERSIBILITY

**18.1** In the event of cessation of the Order, for any reason whatsoever, the Supplier undertakes to ensure reversibility, if so requested by BERTRANDT, from the 30th day before the effective date on which the Order ends, on the terms hereinafter defined, to enable BERTRANDT to resume the performance of the Prestation provided by the Supplier in accordance with the Order, or to have it resumed by any third party of its choice, on the best terms.

**18.2** Subject to the special terms set out in the Order, reversibility operations will include:

- The return of all documents and material made available to the Supplier by BERTRANDT and the Deliverables resulting from the performance of the Prestations;
- The information that is needed by BERTRANDT to enable it to prepare the reversibility;
- Training of the new teams responsible for the continuance of the Prestations;
- The assistance of the Supplier, at the same time as performance of the Prestations underway, to enable BERTRANDT or the designated third party to acquire the knowledge.

**18.3** During the reversibility period, and until the effective date of the transfer of all of the Prestations, fulfilment of the Order by the parties will continue on normal terms, and the Supplier undertakes, in particular, to maintain the personnel needed for the proper performance of the Prestations, in both sufficient numbers and quality. The Supplier will have discharged its obligations under the Order only after the parties have signed a memorandum of acceptance of reversibility.

**18.4** The price of the Order includes the reversibility operations.

## 19 APPLICABLE LAW AND DISPUTE RESOLUTION

**19.1** By express agreement between the parties, the Order is subject to French Law, to the exclusion of the Vienna Convention of 11 April 1980 on the international sale of goods and of any other law of conflicts.

The parties also agree to preclude the application of the provisions of Articles 1165, 1195, 1225, 1231-3 and 1231-4 of the Civil Code.

**19.2 Any dispute relating to the formation, validity, interpretation, performance and/or cessation of the Order will, by express agreement, be subject to the exclusive jurisdiction of the Commercial Court of Evry, even where there are multiple defendants, motions, or calls in warranty.**