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Article 1 - GENERAL PROVISIONS 1.1. Definition – Document hierarchy

The Order comprises the following documents, ranked by order of priority:

- the specifications for the description of need when present,
- the purchase order, particularly the special terms and conditions (technical specifications, drawings, nomenclatures, etc.) for the Order, – any other document expressly referenced by the Purchase order, – these general terms and conditions of purchase.

The Order's terms and conditions shall apply regardless of the Vendor's general or special terms and conditions of sale or those of its subcontractors and nullify any prior oral or written provisions between PIERRE GUÉRIN SAS and the Vendor, unless expressly provided in the text of the Order.

1.2. Acceptance

The Vendor must acknowledge receipt of the Order within 48 hours starting from its issuance. If the Vendor performs the Order without having acknowledged receipt, it is deemed to have accepted all conditions of the Order and to have received all information necessary for its performance.

Any modification to the Order must be covered by a written agreement.

Article 2 – EXTENT AND PERFORMANCE OF THE ORDER

2.1. Supply of Components:

Supplies of components specified in the Order must be accompanied by all documents requested in it.

In effect, delivery of documents specified in the Order or which are simply necessary for the correct performance thereof (drawings, schematics, certificates, instructions for assembly, lubrication, maintenance, operation, delivery slips, packing lists, etc.), as well as the delivery of associated services (labelling of parts, marking of packages, protecting materials, etc.) are covered by contract to the same extent as the delivery of the materials themselves.

Documents are written in French and, if the Order so specifies, in one or more other foreign languages. In such case, the Vendor shall bear the cost of translation.

2.2. Delivery of a Service:

With regard to Services, the Vendor undertakes to perform the Service pursuant to the Order's technical and commercial specifications.

In particular, the Vendor undertakes to use all equipment required, along with sufficient competent and qualified staff - where applicable with all necessary technical credentials - to ensure due completion of the Order.

When applicable, the Vendor must comply with:

- the current legislation and regulations,
 - work site regulations and all site regulations and instructions where the Service is performed,
 - the health and safety notice for the site where the Service is performed.
- Any breach of current law or regulations, particularly in terms of hygiene, health and safety and of working conditions, may lead to the temporary or permanent withdrawal of the offender's authorisation for access to the site where the Service is performed.

The Vendor must assume all liability for the safety of all of its staff. It must observe and enforce observance by its staff of the health and safety rules applicable to the site where the Service is delivered, as stated in the contract. The same applies to any sub-contractors and suppliers that may be required to work at the site where the Service is delivered.

The Vendor is responsible for any accidents or damage that may be caused during or due to its work and/or by its agents or workers. It undertakes to hold PIERRE GUÉRIN SAS harmless against any legal proceedings that may be undertaken against it in this respect, including with regard to third parties.

Furthermore, the Vendor must hold PIERRE GUÉRIN SAS harmless and indemnify it in the event of a violation of applicable laws and regulations committed by the company or by any person placed under its control, provided that PIERRE GUÉRIN SAS's liability is sought.

For any Service performed on-site, the Vendor is required to understand the difficulties associated with inter-company coordination. PIERRE GUÉRIN SAS shall accept no claims related to activities of companies present at the same time as the Vendor on the site where the Service is delivered.

2.3 Order Conformance

The Vendor undertakes to comply with professional best practices, current regulations, and the defined timeline, such that the Components or Services shall, whenever applicable, conform to:

- the standards and laws in force in the country of installation, – namely the applicable decrees and rules concerning health and safety which must be satisfied by the devices, machines, machine parts, facilities, products, and substances,
- the intended use of the equipment,
- any special requirements imposed on the equipment for its production, assembly, and industrial operation.

The Vendor shall be solely liable for verifying that the specifications and requirements, and the standards applicable to its delivery, provided either by PIERRE GUÉRIN SAS or by its client, are compatible with the desired results and performances as part of the Order.

The Vendor is asked to correct any error or omission which it may find given its specialization as a builder and to inform PIERRE GUÉRIN SAS thereof within an appropriate time frame, failing which it alone may bear all consequences.

Should the Vendor breach its obligations, PIERRE GUÉRIN SAS shall take action directly or through a third party. The costs thereby incurred shall be borne by the Vendor.

2.4 - Modification or additional work:

During performance of the Order, PIERRE GUÉRIN SAS may revise the design documents for which it is responsible, prescribe modifications and ask the Vendor to make the corresponding modifications.

The Vendor may not refuse to perform the work corresponding to these modifications.

PIERRE GUÉRIN SAS may request all estimates and studies concerning modifications to the Order. These estimates shall be deemed to be provided free of charge.

Should it so believe necessary, the Vendor may submit an additional estimate to PIERRE GUÉRIN SAS for performance of these modifications.

No work may begin on any additional service and no payment may be made for such without PIERRE GUÉRIN SAS's formal approval of the additional service.

2.5 – Subcontracting

The Vendor is required to personally fulfil the obligations resulting from the Order and may not partially or wholly assign them to third parties, nor make a contribution thereof to a company without PIERRE GUÉRIN SAS's prior and express authorisation. PIERRE GUÉRIN SAS's decision shall be final and need not be justified.

Under all circumstances, the Vendor shall be solely responsible for the correct performance of services by subcontractors and the Vendor shall be solely liable to PIERRE GUÉRIN SAS for the complete fulfilment of the Order.

If there is non-compliance with the provisions of this article, PIERRE GUÉRIN SAS may terminate the Order without prejudice to its rights.

2.6. Spare parts

On the date provided in the timeline, or, if no such date is mentioned, within one month following the date of the Order, the Vendor shall draw up the final list of spare parts:

- those which are deemed necessary for startup,
- those which are recommended by the Vendor in order to guarantee normal maintenance of the facilities for a period of two years of operation,

The Vendor undertakes to provide spare parts for a period of at least 10 years starting from the Order date.

If, for any reason whatsoever, including the partial or total cessation of business, the Vendor is unable to provide spare parts, it undertakes to provide the names, plans, specifications, models and tools to PIERRE GUÉRIN SAS before the cessation of business, so that the latter shall be able to produce them on its own behalf.

Article 3 – DOCUMENTATION – DRAWINGS – TOOLS – STANDARDIZATION 3.1.

Documentation

The Vendor is required to deliver the components or services **with all documentation requested in the documents forming the Order.**

If the above is not followed, the Component(s) or Service(s) covered by the Order shall be incomplete. They shall then not be accepted by PIERRE GUÉRIN SAS and shall be the subject of a

Non-conformance report.

Furthermore, the Vendor shall hold PIERRE GUÉRIN SAS harmless against any action that may be brought against it. In particular, where the Vendor delivers documents that do not comply with the regulations or which are erroneous, it shall assume all additional costs or fines resulting from the missing documentation and/or misleading statements.

In the event of severe prejudice, PIERRE GUÉRIN SAS may claim damages and interest from the Vendor.

Should the Vendor be unable to deliver the documents requested on the purchase order, PIERRE GUÉRIN SAS may claim financial compensation to offset any damages suffered.

3.2. Standardization

If the special specifications of the Order do not define the standards to be applied, French or international standards approved by the ISO shall be applied.

Any deviation from this principle must be agreed previously in writing by PIERRE GUÉRIN SAS. In any case, the Vendor retains full liability. Application of the above requirements may not, under any circumstances, subsequently result in an increase in the Order price or an extension in deadlines.

3.3. Information, drawings, software, designs, technical documents, models, and tools

All drawings, designs, software, or technical specifications, models and tools manufactured for or entrusted by PIERRE GUÉRIN SAS shall remain the exclusive property of PIERRE GUÉRIN SAS as of right. They may not be used by the Vendor nor copied, reproduced, or transmitted to third parties without PIERRE GUÉRIN SAS's written consent.

The Vendor shall keep the models, drawings, and tools in good condition and available to PIERRE GUÉRIN SAS. It agrees, furthermore, to provide prudent and responsible management, guaranteeing the longevity and safety of all elements entrusted by PIERRE GUÉRIN SAS. As consignee, the Vendor is liable for the replacement value of the plans, drawings, software, models and tools.

In no case may the Vendor provide information concerning the details of the facilities set up by PIERRE GUÉRIN SAS or its client to third parties or use photographs concerning such facilities for publicity purposes without PIERRE GUÉRIN SAS's prior consent.

3.4. The case of drawings and technical descriptions provided by the Vendor:

Any documents provided confidentially by the Vendor may be used by PIERRE GUÉRIN SAS to manufacture spare parts, or for the performance of repairs, reinforcements, and transformations which may prove to be necessary at a later time in order to adapt new devices or modernize the initial installation.

3.5. Approval of plans and documents

The special terms and conditions to the Order contain the list of drawings and documents which the Vendor is required to provide to PIERRE GUÉRIN SAS or its client.

When the Vendor presents drawings to PIERRE GUÉRIN SAS, PIERRE GUÉRIN SAS undertakes to submit any comments it might have within 72 calendar hours. Consequently, the Supplier is required to modify said drawings and documents within 72 calendar hours.

The costs occasioned by any submission of the drawings and documents to oversight bodies shall be borne by the Vendor. The Vendor shall organize and coordinate any exchanges with the oversight bodies. The approval of the plans and documents drawn up by the Vendor by PIERRE GUÉRIN SAS, or by its client, or by any authorized organization, in no way releases the Vendor from its liability.

3.6. Patents, trademarks, models – Guarantee against eviction

The Vendor shall hold PIERRE GUÉRIN SAS harmless against any third-party claim with respect to intellectual and industrial property and undertakes to indemnify PIERRE GUÉRIN SAS for any costs and expenses incurred by PIERRE GUÉRIN SAS as part of any third-party actions related to intellectual property infringement.

Article 4: COMPLIANCE WITH REGULATIONS

The vendor of Services and Components produced on the basis of drawings belonging to PIERRE GUÉRIN SAS is required to provide PIERRE GUÉRIN SAS with proof that it has complied with the obligations incumbent upon it under the terms of the law, namely:

If the Vendor is domiciled in France, it must submit the following documents, in accordance with article R 324-4 of the Labour Code (annex 1).

- a Trade Register "K Bis" excerpt (certificate of registration);
- an URSSAF certificate of provision of social declarations;
- a sworn statement of filing of mandatory tax declarations;
- a sworn statement certifying that the staff assigned to providing the service is employed in accordance with the provisions of articles L. 320 (DPAE - pre-employment statement), L. 143-3 (pay slip) and R. 143-2 (pay slip items) of the Labour Code.

If the Vendor is domiciled in a Foreign country, whether a European Union Member State or not, it must provide the following documents, listed amongst those given in article R. 324-7 of the Labour Code (annex 2):

- a document certifying that the company is listed on an official register or equivalent document;
- a document stating the company's individual tax identification number in the event of VAT liability;
- in the case of sub-contracting with a company based in Poland, a document certifying that the company's social status is current and in proper form, issued by the Zakład Ubezpieczeń Społecznych (ZUS), a Polish national insurance collection organisation or, failing this, a certificate of provision of social declarations issued by the Strasbourg URSSAF in charge of the collection of national insurance contributions from employees whose employers are not located in France;
- for all other foreign countries, a certificate of provision of national insurance contributions issued by the approved body in charge of the collection of employees' national insurance contributions
- a sworn statement certifying that the employees seconded to France, should duration of service exceed one month, possess pay slips containing the indications stipulated by article R 143-2 of the Labour Code, or equivalent documents.

These documents must be drafted in French, or be accompanied by a French translation.

The law requires that this check be performed not only upon conclusion of the contract, but also every six months until completion of the contract (art. L. 324-14 of the Labour Code).

Article 5 – ORDER ACKNOWLEDGMENT – PERFORMANCE SCHEDULE: The Vendor undertakes to provide PIERRE GUÉRIN SAS with an order acknowledgement within 48 hours after the date on which the order is placed.

Should the Vendor fail to produce the order acknowledgement, the delivery date requested by PIERRE GUÉRIN SAS in the Order becomes the contractual delivery date.

For Services, and when the contractual schedule is not defined in the Order, within 15 days following the issuance thereof, the Vendor shall submit a detailed schedule to PIERRE GUÉRIN SAS.

After acceptance by PIERRE GUÉRIN SAS, this detailed schedule shall become contractually binding.

Provided the Order does not state otherwise, at the end of each month, the Vendor shall send PIERRE GUÉRIN SAS a document that will allow it to compare the state of progress of the work against the planned schedule. If the state of progress indicates non-conformance with contractual deadlines, the Vendor shall be required to do everything possible to make up the delay within the best possible conditions.

The Supplier is required to alert PIERRE GUÉRIN SAS as soon as it becomes aware of a discrepancy in the delivery deadline.

If further undertakes to implement the necessary actions to comply with the contractual delivery deadline.

It is its responsibility to implement a recovery plan and to submit it to PIERRE GUÉRIN SAS. If the new deadline for performance proposed in the recovery plan does not satisfy the Order requirements, the parties shall agree on financial compensation or on the deployment of additional resources so as to return to the original goal.

5.1 Penalties for delayed delivery

The partial or total non-performance of the Order within the deadlines agreed in the schedule or on the purchase order shall automatically result in application of the penalties stated in the Order.

Payment of these penalties does not release the Vendor from its obligations. The amount of lateness penalties is 0.5% per calendar day and limited to 7% of the total price of the order. Unless stipulated otherwise, the basis for these penalties is the overall price of the Order, net of taxes, increased by the amount of any addenda and price revisions.

Should PIERRE GUÉRIN SAS be required to pay penalties to its client due to the Vendor's lateness, these costs shall be fully invoiced to the Vendor upon presentation of supporting documentation submitted by PIERRE GUÉRIN SAS.

Article 6 – INSPECTIONS – TESTS and AUDITS

If, during performance of the Order, the Vendor encounters an error in design or a manufacturing defect, it is required to so inform PIERRE GUÉRIN SAS immediately and to present the necessary modifications for prior approval. PIERRE GUÉRIN SAS may have performance of the Order monitored by its representatives, those of its client, or any organization authorized for this purpose in Vendor's workshops or those of its subcontractors. PIERRE GUÉRIN SAS may even perform or have performed all inspections and tests at the manufacturing sites during normal business hours, provided that reasonable notice is given. During inspections and tests, the Vendor must make the necessary resources available to any representative.

The Vendor shall bear the cost of all expenses associated with inspections and tests, except for the personnel expenses of the representatives of PIERRE GUÉRIN SAS and/or its client. Inspections conducted by PIERRE GUÉRIN SAS and/or its client do not release the Vendor from its obligations.

As the work progresses, the Vendor must perform all inspections that are necessary and/or stipulated in the Order. If, during an inspection, all or part of the equipment is found to be defective or non-conforming, the Vendor is required to make it conforming and/or eliminate the defects from it, and then to proceed to conduct new audits, provided that such repairs and audits have received prior approval from PIERRE GUÉRIN SAS.

Unless PIERRE GUÉRIN SAS has given its prior approval, the repairs and audits shall not change the contractual deadlines.

PIERRE GUÉRIN SAS may refuse all equipment which has serious conformance defects or which is considered to be irreparable. If the Vendor cannot replace this equipment within a reasonable time frame, the Order will be terminated pursuant to article 13.

Article 7: LABELING – PACKAGING – MARKETING – STORAGE – DELIVERY 7.1 Weight of supplies – quantity

The Vendor undertakes to comply with any delivery weights which may be shown on the Order.

If the weights delivered are different from the stated weights, PIERRE GUÉRIN SAS shall issue a non-conformance report. With the Vendor's agreement, it will be agreed: – either to decrease the price of these deliveries in measure with the missing weight, – or to demand additional prices to offset the missing weight, – or to deduct any additional costs of transport or assembly that might result from an increase in weight from the price of the deliveries.

7.2 Labelling

Each part or subcomponent must bear a label showing at least the PIERRE GUÉRIN SAS Order number, the Purchase Order position number, the article number, and, as applicable, any assembly plan number and identification number or any other name shown on the Order or appropriate for the identification of such part.

If the labelling requirements are not followed, the vendor shall be asked for a credit to offset identification costs for the equipment.

7.3. Packaging – Marking

The Vendor is responsible for the packaging and marking of its equipment. The packaging and marking must be of sufficient quality to ensure the quality of the parts and fulfil the conditions necessary for shipping, handling, and storage of said equipment without deterioration thereof.

The maximum load of boxes to be handled manually must not exceed 20 kg. The maximum load per pallet must not exceed 1000 kg.

7.4. Delivery Slip

A DS (Delivery Slip) must systematically be provided with the delivery. The DS must show at least: the order number, the order line or lines, the article code or codes, the description, and the quantity.

If the DS is lacking, PIERRE GUÉRIN SAS may refuse any delivery. The Vendor shall then be responsible for assuming the costs incurred by a new delivery.

7.5. Storage

Should an event prevent PIERRE GUÉRIN SAS or its client from accepting the equipment, PIERRE GUÉRIN SAS will negotiate a new shipment date or staggered deliveries.

The Vendor is then required to provide storage and proper conservation of the equipment, at its cost and risk, and a new inspection may be requested by PIERRE GUÉRIN SAS prior to shipment.

7.6. Carriage – Deliveries

The Vendor is responsible for making equipment deliveries during the business hours of PIERRE GUÉRIN SAS's store, that being from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 3:30 p.m. Outside of these hours, PIERRE GUÉRIN SAS shall refuse receipt and the Vendor shall organize a new delivery at its cost.

Deliveries are performed pursuant to the DDP incoterm (Incoterms version 2010) at the following address: 6, Rue Denis Papin, 79 000 Niort (or any other address stated on the purchase order). In the event in which components are sold ex-works, the Incoterm retained between the Vendor and PIERRE GUÉRIN SAS is Ex-Works Loaded.

Article 8 – PRICES – PAYMENT – BANK GUARANTEES – INTERIM PAYMENTS – OFFSETS 8.1. Prices

Prices are fixed, not subject to revision, and specifically include:
 - costs for calculations and designs;
 - the supply of all drawings and documents specified in the Order;
 - the supply of a production time line; - the equipment necessary for the fulfilment of the Order, – the delivery of the equipment pursuant to the Order,

- if necessary, assistance in discussions with the other builders called on to deliver equipment related to that which is delivered by the Vendor; - the costs of inspection, acceptance, and testing.

8.2. Payments

The Vendor must present an invoice or a claim for an interim payment indicating the Order references and including the necessary document identifications for its verification. Payments shall be made by PIERRE GUÉRIN SAS on the dates provided in the Order, even when there is an early delivery. Nonetheless, it is agreed that the invoices must correspond to a set month of delivery. The invoice's value date is the one which is most recent from among the following dates: delivery, requested deadline, receipt of the invoice. Unless indicated otherwise in the Order or the specifications, payments shall be made by wire transfer 30 days following the end of the month on the 15th of the following month.

Should the delivery be the subject of one or more non-conformance reports, the value date of the invoice shall be the closure date of the last non-conformance.

Payment of any invoice not received by the 5th of the month following delivery is postponed by one month.

8.3. Bank guarantees

The Vendor must send or have its bank send to PIERRE GUÉRIN SAS the bank guarantees stipulated in the Order.

If it is asked to provide counter-guarantees for the guarantees delivered by PIERRE GUÉRIN SAS to its client, its banker shall send PIERRE GUÉRIN SAS a copy of the counter-guarantees which it has itself provided to PIERRE GUÉRIN SAS's bank.

In all cases, the Vendor shall bear the costs of the guarantee or counter-guarantee.

8.4. Interim payments

When interim payments are planned, they shall be payable based on the progress in the performance schedule as specified in the Order and following acceptance of the request for an interim payment in accordance with the terms of the Order. The percentage of the interim payments is related to the overall amount of the Order net of taxes.

Each interim payment paid may be covered by a bond at the request of PIERRE GUÉRIN SAS.

8.5. Offsets

It is expressly agreed that PIERRE GUÉRIN SAS may rightfully make offsets between amounts owed to the Vendor and any penalties, debts, and indemnities of any nature whatsoever which it might owe PIERRE GUÉRIN SAS.

Article 9 – LIABILITY – INSURANCE 9.1. Liability

The Vendor shall be liable for any damages, whether bodily, tangible or intangible occurring during the performance of its deliveries and services or caused by it, its staff, or its subcontractors.

The Vendor undertakes to indemnify PIERRE GUÉRIN SAS and/or its client for any actions by its staff or third parties pertaining to such damages. Additionally, the Vendor's liability extends to damages resulting from an interruption in operations or delays in the commissioning of facilities subsequent to an accident.

8.2. Insurance

The Vendor undertakes to purchase all insurance necessary to cover the above-referenced liability. The insurance policies must be maintained for the entire duration of the work and for the guarantee period.

The Vendor must obtain a waiver of recourse against PIERRE GUÉRIN SAS and/or its client from its insurance company.

PIERRE GUÉRIN SAS may request any proof of said policies and waiver of recourse.

The absence or inadequacy of insurance shall in no case release the Vendor from its liability. The Vendor must also purchase an insurance policy covering fire, theft, and machine breakage.

The Vendor shall impose compliance with the same requirement upon its subcontractors. (Should PIERRE GUÉRIN SAS and/or its client purchase a "comprehensive work site" insurance policy, it may be extended to protect the Vendor under conditions which would be established by mutual agreement.)

Article 10 – TRANSFER OF OWNERSHIP

Transfer of ownership occurs on the delivery date as defined in the Order and any ownership reservation clause made by the Vendor shall be deemed not to have been written. However, PIERRE GUÉRIN SAS may acquire ownership of all or part of the supplies prior to delivery for a value equivalent to the amount of interim payments made.

In such case, the Vendor shall be responsible for drawing up a statement of ownership transfer in the form of a report, in two original copies, dated and signed by the Vendor and PIERRE GUÉRIN SAS.

The lots whose ownership is transferred shall then be individualized in the Vendor's workshops and those of its subcontractors or on the sites of delivery or assembly as well as in its books. The Vendor authorizes PIERRE GUÉRIN SAS to place marks or stamps on the parts so as to allow their identification as its property.

The early transfer of ownership shall not release the Vendor from its obligations, particularly with respect to guarantee, protection, or maintenance of the equipment.

Article 11 - ACCEPTANCE

Initial acceptance may be pronounced at the Vendor's request when the conditions below have been met:

- The delivery is recognized as apparently conforming to the drawings and technical specifications and the tests are considered satisfactory,
- The equipment has operated satisfactorily, and pursuant to the specifications in the Order, for a minimum period of three months,
- PIERRE GUÉRIN SAS has received the final documents specified in the Order.

PIERRE GUÉRIN SAS may pronounce initial acceptance with reservations. In such case, the Vendor undertakes to perform the work necessary to remedy the imperfections or defects within the deadline prescribed by PIERRE GUÉRIN SAS. Following such deadline, PIERRE GUÉRIN SAS may have such work performed by a third party service provider at the Vendor's cost.

If the planned acceptance testing does not result in satisfaction, initial acceptance shall be postponed and the Vendor shall then proceed to perform the necessary improvements and modifications within the deadline prescribed by PIERRE GUÉRIN SAS.

Final acceptance may be pronounced by agreement between the Vendor and PIERRE GUÉRIN SAS when all remarks and non-conformances has been removed by the Vendor or when PIERRE GUÉRIN SAS has obtained final acceptance from its own client. The final acceptance date marks the start of the guarantee period and releases the last payment instalment.

Article 12- GUARANTEE 12.1. Guarantee

The Vendor guarantees its equipment against all hidden or apparent defects and irregularities. Unless stipulated otherwise, the guarantee period shall be 24 months starting from final acceptance as referenced in Article 11.

12.2. Effects of the guarantee

If there are irregularities or defects, the Vendor pays for:

- the repair or replacement of the equipment in question,
- the costs occasioned by the disassembly and reassembly of the equipment,
- technical assistance for such operations,
- all costs resulting from indirect damages caused to PIERRE GUÉRIN SAS's client

If, during the guarantee period, it is necessary to proceed with the replacement of a defective element, a new guarantee period shall begin, for the replacement element in question starting from the time it is put into service. If during the guarantee period, the facility as a whole is unavailable for causes attributable to the Vendor, the guarantee period for the entire delivery shall be augmented by all periods of downtime.

If during the guarantee period it is necessary to replace defective parts by spare parts, they shall be replaced free of charge by the Vendor. If the Vendor refuses to perform its guarantee obligations, or does not act with diligence despite notice, PIERRE GUÉRIN SAS may take action directly or through a third party at the Vendor's risks and cost.

The repair or replacement shall occur under the Vendor's liability but with approval by PIERRE GUÉRIN SAS.

An interim repair justified due to deadline or operational constraints does not exclude the later total replacement of defective parts.

Article 13 - BREACH – FAILURE

In the event of the Vendor's breach of contract or failure to perform, and following notice confirmed by letter sent registered mail, PIERRE GUÉRIN SAS reserves may have a third party perform all or part of the work remaining to be performed.

In this case, the Vendor bears the costs and retains liability without prejudice to any damages and interest.

Article 14 - TERMINATION

PIERRE GUÉRIN SAS may terminate all or part of the order by letter sent registered mail in the event of a serious failure by the Vendor to fulfil its obligations. Termination, however, may only occur ten calendar days following notice served by registered letter with return receipt which has not resulted in a cure of the breach.

PIERRE GUÉRIN SAS may terminate the Order at its choosing in the event the Vendor enters receivership or court-ordered bankruptcy, although such termination shall not entitle the latter to damages and interest.

PIERRE GUÉRIN SAS may terminate the Order for its own reasons, pursuant to article 1184 of the Civil Code.

In such a case of termination of the Order, PIERRE GUÉRIN SAS reserves the right, without prejudice to repayment of interim payments, to assert its claims for damages and interest.

Article 15 - SUSPENSION

PIERRE GUÉRIN SAS may request, at any time, that the order be wholly or partially stopped, and in such case it shall not owe the Vendor anything for costs that may result from this suspension should it last for less than six months.

During the suspension, the obligations arising from the Order shall be suspended, except for those respecting confidentiality, insurance, patents, and the protection of the delivery.

Article 16 - FORCE MAJEURE

PIERRE GUÉRIN SAS must be informed of any circumstance attributable to a case of force majeure capable of modifying the deadline by letter sent registered mail within no more than 10 days subject to foreclosure.

The following are specifically not considered to be cases of force majeure: non-generalized strikes, lockouts, overcommitment of the Vendor's design or performance resources as a result of other orders, any delays by its subcontractors, etc.

Article 17 - DISPUTE RESOLUTION

It is expressly agreed that any and all disputes that may arise from the Order and which have not been able to be settled amicably, shall lie under the exclusive competence of the Courts of NIORT, even in matters of injunction, introduction of third parties, or multiple defendants, and the place provided for delivery or the place of payment shall not be considered as constitutive of a derogation from this forum selection clause.

French law alone is applicable.

If there is a dispute or difference between PIERRE GUÉRIN SAS and its client with regard to supplies or services referenced in the Order, the Vendor undertakes to participate with the arbitration or judicial procedures between PIERRE GUÉRIN SAS and its client. If the Vendor refuses to participate, it undertakes to directly bear all consequences of any decisions delivered as part of the aforementioned proceedings. No dispute may be invoked by the Vendor to modify these clauses.