

General Conditions of Purchase

1. Scope and validity

These General Conditions of Purchase shall automatically apply to any purchase orders issued by Tractebel Engineering ("TE") or one of its Affiliated Entity ("the Customer") for the supply of **Products (excluding software) or Services**, as defined in the purchase order or contract referring to these General Conditions of Purchase, on Belgian and French territory unless (i) otherwise agreed between TE and the Supplier under the framework agreement to which these General Conditions of Purchase are attached or (ii) the Client has agreed otherwise in writing. The Supplier's conditions of sale shall only apply if they have been negotiated and accepted in writing by the Client. These General Conditions of Purchase do not apply to purchase orders placed by TE or its Affiliated Entities for services and/or products which are the subject of a distinct framework agreement signed between TE and the Supplier.

2. Purchase Order

The purchase orders shall only bind the Customer if it is validated by a representative duly authorised by the Customer to place purchase orders. Purchase orders placed verbally or by telephone shall only be valid if they are confirmed in writing.

Convention of proof

The Parties agree to treat the documents they exchange as original documents and fully binding upon them. Accordingly, the Parties mean the documents to have probative value subject to any contractual stipulations being complied with. The Parties agree to confer upon their documents the same probative value as that granted by law to documents written on paper.

The Parties agree to ensure that the content of their documents complies with the obligations, specifically formal, arising from the laws, regulations and usages of the trade. In any event, except for a proven case of default or corruption of their computerized systems, the Parties expressly waive the right to rely on nullity or unenforceability of their transactions on grounds of their having been carried out by means of electronic or telecommunications systems.

Storage of data

The Parties will deal personally with the storage of documents issued and received, specifically insofar as their own requirements are concerned on fiscal and accounting matters.

Security

Both Parties are responsible for the choice of implementing and applying the resources, tools and security procedures guaranteeing protection of its performance and data against the risks of unauthorised access, loss, corruption or destruction.

Both Parties are responsible for implementing the necessary tests to guarantee and control their own resources, tools and security procedures

3. Price invoicing and payment

Unless otherwise indicated in writing in the purchase order or contract referring these General Conditions of Purchase, the prices are fixed, may not be revised and include all costs, i.e. transport, packaging, unloading, insurance, taxes, charges and levies except VAT.

The Supplier's invoices must indicate all legal information required by law and by Customer, the full purchase order number and code, the intra-Community identification number and shall be sent to the invoicing address indicated by the Customer and accompanied, where applicable, by documents signed by both parties confirming the Acceptance of the Products and/or Services. Invoices that do not comply with these provisions shall be automatically returned to Supplier and payment shall be suspended until a new complete invoice has been submitted to Customer.

Payments shall be made in accordance with payment terms agreed in the purchase order or contract referring these General Conditions of Purchase, or if not mentioned, within thirty (30) days end of month invoice receipt date.

4. Delivery and Acceptance

The Supplier undertakes to deliver the Products and/or Services to the locations/on the dates/within the periods indicated on the purchase order during the opening hours of the department responsible for acceptance of said Products and/or Services.

If Services are provided onsite, the Supplier shall comply with the Customer's health and safety regulations and measures applicable to external companies working on the Customer's site.

The Products delivered must comply in full with the quality and quantity conditions stipulated in the purchase order and with the requirements agreed between the Parties. The Customer shall only be deemed to have accepted apparent defaults if (i) in the case of delivery of Products, the Customer has not notified the Supplier of these faults within ten (10) working days of the delivery date or (ii) in the case of supply of Products or Services subject to an acceptance procedure, if the Customer has accepted the Products and/or Services in writing after having been requested to do so by the Supplier.

Should the Customer conditionally accept the Products and/or Services, the Supplier must remedy the defaults identified as quickly as possible. If the defaults identified have not been remedied within fifteen (15) days, the Customer is entitled to refuse the Products. The price shall not be due and the Supplier will refund any advance payment paid by Customer as quickly as possible. If the Products and/or Services are accepted unconditionally or if the initial conditional acceptance is confirmed unconditionally, the Customer shall declare acceptance in writing ("the Acceptance").

5. Transfer of title and risks

The title in and risk of damage or loss of the Products are transferred to the Customer upon its formal Acceptance by Customer.

6. Delivery periods and penalties

Time is of the essence. Unless otherwise specified in the purchase order or contract referring to these General Conditions of Purchase, delivery periods agreed in advance between the parties shall take effect from the date upon which the purchase order is signed by the Customer. These periods cannot be revised without the prior written consent of Customer. The final deadline for delivery indicated on the purchase order shall be the date upon which the last Product listed on the purchase order is delivered. The Customer reserves the right to refuse early deliveries. In the event the Supplier does not comply with the agreed delivery dates, the Customer may, by the mere fact of the delay, apply late delivery penalties of 0.5% of the total value of the concerned purchase order for each calendar day of delay, up to a maximum of 10% of the value of said purchase order, without prejudice to any additional damages that may be claimed by Customer. Once this cap has been reached, the Customer reserves by right to terminate the concerned purchase order or the contract referring to these General Conditions of Purchase without any intervention by the courts and tribunals being required, by sending a notice to Supplier, and without prejudice to any damages or compensation it may claim for all resulting damages.

7. Warranty

The Supplier shall supply Products and provide Services that are free of all apparent and/or hidden defaults and fit for their purpose and which comply with applicable regulations, good practices, state of the art and standard requirements in terms of use, reliability, life. In the absence of specific provisions set out in the purchase order or contract referring to these General Conditions of Purchase and without prejudice to more stringent legal provisions, the Supplier warrants that the Products and Services will comply with the requirements of the Customer, will be of good quality and in proper operation during a period of twenty-four (24) months as from the date of Acceptance. In the same way, the Supplier undertakes to repair or replace, at Customer's discretion and at the Supplier's own cost, all defaults, defects and nonconformities of the Products and Services identified during this period and shall hold the Customer harmless from any resulting damages. In the event of repairs to or replacement of Products, a new warranty period of twenty-four (24) months for said Products shall commence on the date upon which the repaired or replaced Products are delivered or are put into service.

All costs or charges incurred during the implementation of these warranties shall be borne to the Supplier.

In the event of extreme urgency, the Customer shall be entitled to repair or replace the Products itself, without prejudice to the aforementioned obligations of the Supplier.

8. Support-Product end of life

The Supplier undertakes, for a minimum period of five (5) years following the end of production or withdrawal from the catalogue of said Products, to supply the Customer, under reasonable conditions in terms of price and delivery period, with items, spare parts and other elements required to continue to use the Products.

9. Compliance with regulations

The Products delivered and Services provided shall comply with all applicable local, European and international legal and/or regulatory requirements in terms of safety, environment and labour that are in force in the country of destination of said Products and/or Services. All dangerous Products must be delivered with a material safety data sheet in accordance with national applicable regulations. All documents and certificates must be supplied at the same time as the purchase order and form an integral part thereof.

10. Confidentiality

All information of any nature, either commercial or technical, disclosed by either Party to the other in connection with the purchase order or during its execution, remains the exclusive property of the Party disclosing said information. The Party receiving said confidential information from the other Party shall only use it in connection with the purchase order and shall return it to the disclosing Party after execution of the purchase order. The receiving Party undertakes to treat said information as strictly confidential for a period of

five (5) years following the date upon which the purchase order was placed. The receiving party shall only disclose it to employees as may be required to execute the purchase order (on a need to know basis) and shall ensure that said employees are bound by similar confidentiality obligations. Each Party shall not disclose confidential information received from the other Party to any third parties under any circumstances without prior written authorisation of the disclosing Party.

11. Communication

Without prior written agreement from the Customer, the Supplier shall not communicate on, in any manner whatsoever, or disclose any information about, the existence of commercial relations between the Customer and the Supplier and/or about the Customer and its associated brands.

12. Intellectual property rights

The Supplier shall grant to Customer all necessary intellectual property rights right to use the Products and Services. The Supplier shall transfer exclusively to Customer, as of right and without any formal procedures, gradually as they are completed all intellectual property rights on the deliverables executed for the Customer under a purchase order (including the right to reproduce and represent on any medium and as many times as desired or to modify the deliverables). This transfer shall be valid for the duration of legal protection of the intellectual property rights and for the whole world. The Prices agreed between the Parties include this transfer of rights.

The Supplier shall indemnify and hold the Customer harmless against any action by a third party resulting from the violation of intellectual property rights in connection with any deliverables, Products and/or Services supplied under a purchase order, and shall be fully responsible, as regards the Customer, for any resulting damages, including the cost of legal assistance. Moreover, the Supplier undertakes, at its own cost, to adapt the deliverables, Products and/or Services which would violate the intellectual property rights of a third party or to replace them with similar, or equivalent deliverables, Products and/or Services. If this is not possible, Customer may terminate the purchase order without prejudice to any damages it may claim.

13. Liability and Insurance

The Supplier shall at all times remain responsible control and supervise all its employees, including when they are working on the Customer's project site or premises.

The Supplier shall take, both on its own behalf and on the behalf of any of its sub-contractors, a valid insurance from a recognised insurance company to guarantee the financial consequences of its liability and the liability of any of its sub-contractors that may arise as the result of bodily, property damage and consequential losses, whatever their origin, caused to the Customer or any third party during or after execution of any purchase order.

The Customer may ask the Supplier a copy of the insurance policies taken out by the Supplier. The insurance policies must enter into force at the latest from the date of delivery of the Products or date the Services start to be performed under the purchase order, shall remain in force for an uninterrupted period of twelve (12) months afterwards and contain a waiver of recourse in favour of the Customer. The indication of any guaranteed sums in the insurance policy does not in any way constitute a waiver on the part of the Customer towards the Supplier to claim amounts above the aforementioned sums nor a limitation of liability. The Supplier shall be solely responsible for payment of insurance premiums.

14. Termination

Should the Supplier fail to perform any one of its obligations and not remedy its failure within a period of ten (10) days from the issuance of written notice by the Customer, the Customer may terminate the purchase order as of right, without prejudice to any right to claim damages.

In the same way, the Customer may, without prejudice to any applicable laws, (i) terminate the purchase order as of right in case of bankruptcy, dissolution or seizure of the assets of the Supplier, (ii) terminate, at any time, unilaterally and as of right, any purchase order placed but not yet executed, without formal procedures or prior intervention from the courts.

The completion or termination of the purchase order shall not affect any obligations that, due to their nature, shall survive, such as but not limited to obligations relating to the warranty, compliance with regulations, intellectual property or confidentiality.

15. Ethics and Sustainable development

The Supplier undertakes to comply with GDF SUEZ commitments to Ethics, sustainable development (including environmental and social responsibilities), as set forth in the following GDF SUEZ Charters and group reference documents, available on the GDF SUEZ website. In particular, the Supplier shall, and shall cause its main sub contractors and/or suppliers, (i) to refrain from utilizing child labour or any other form of forced or involuntary labour, (ii) to refrain from any form of discrimination within its company or with its sub contractors and/or suppliers; (iii) to ensure safe working conditions and healthy work environment for all its employees; (iv) to act with respect for the

environment and minimize adverse impact on the environment; and (v) to refrain from engaging in any form of corrupted practices.

16. Sub-contracting

The Supplier shall be solely responsible for the correct execution of the purchase orders. The Supplier may only transfer all or part of its rights and obligation under a purchase order to a third party after obtaining prior written agreement from the Customer. The Supplier shall in all cases remain responsible for the acts or omissions of its sub-contractors and any agreed sub-contracting shall not release the Supplier in any way of its obligations performed by said third party.

The Customer shall be free to transfer, fully or partially, its rights and obligations pursuant to the purchase order to a affiliated company.

17. Force Majeure

A force majeure event is an event which is reasonably unforeseeable that prevent one party to perform its obligations and which cannot be circumvented by the affected party. In case of force majeure, the obligations of either of the Parties affected by a force majeure shall first be suspended. The affected Party shall promptly notify the other Party in the event of a force majeure and the probable duration thereof; the affected Party shall be make every effort possible to minimise the effects resulting from this situation. Should the force majeure last more than fifteen (15) days, without any possibility of remedying it, the other Party may terminate the contract without damages due by either Party.

18. Applicable law and settlement of disputes

THE APPLICABLE LAW SHALL BE THAT OF THE COUNTRY IN WHICH THE CUSTOMER'S HEAD OFFICE IS LOCATED.

IN THE EVENT OF DIFFICULTY IN INTERPRETATION OR EXECUTION OF THESE GENERAL CONDITIONS OF PURCHASE, THE PARTIES SHALL TRY, IN GOOD FAITH, TO FIND AN AMICABLE SOLUTION BEFORE COMMENCING ANY LEGAL PROCEEDINGS.

SHOULD THIS AMICABLE PROCEDURE BE UNSUCCESSFUL WITHIN THIRTY (30) DAYS FOLLOWING THE START OF NEGOTIATIONS, THE DISPUTE SHALL BE FINALLY AND EXCLUSIVELY SETTLED BY THE COMPETENT COURTS OF THE COUNTRY IN WHICH THE CUSTOMER'S HEAD OFFICE IS LOCATED.

19. General provisions

The invalidity of one clause shall not invalidate these general conditions and the Parties shall do their best effort to replace said invalid clause with a valid clause of equivalent economic effect.

Failure to exercise or a delay in exercising a right or recourse by one of the Parties shall not constitute a waiver of said right or recourse nor the waiver of all other rights or recourses.

Each Party is an independent legal entity, both in legal and financial terms, and acts on its own behalf and under its sole responsibility.

The Supplier carries out its activities as an independent service provider towards the Customer. All of the Supplier's staff that is appointed, wholly or partially, to execute the contract shall remain, in all circumstances, under the management and authority of the Supplier. The Supplier hereby declares that the personnel performing the Services under a purchase order are employed in accordance with the provisions of Articles of the Labour Code in force in France or any local legislation applicable to the Supplier and the Supplier and undertakes, in its capacity as an employer, to comply with all administrative, accounting and social management obligations with respect to its staff.