



**GENERAL CONDITIONS OF
PURCHASE**

**INTELLECTUAL AND
SERVICES DELIVERY**

TABLE CONTENTS

1 DEFINITIONS.....	3
2 - CONTRACT DOCUMENTATION.....	3
3 - HOW TO EXECUTE THE COMMAND.....	3
4 - QUALITY DEMANDS.....	4
5 - DELAYS.....	4
6 - ACCEPTANCE OF BENEFITS.....	4
7 - TRANSFER OF OWNERSHIP.....	4
8 - PRICE - INVOICING - PAYMENT TERMS.....	5
9 – GUARANTEE.....	5
10 - INTELLECTUAL PROPERTY.....	5
11 - LIABILITY - INSURANCE.....	5
12 - COMPLIANCE WITH SOCIAL REGULATIONS..	6
13 - COMPLIANCE OF THE SERVICE WITH REGULATIONS AND STANDARDS.....	6
14 - EXECUTION OF THE SERVICE ON A BUYER'S SITE.....	6
15 - CONFIDENTIAL.....	6
16 - FORCE MAJEURE.....	7
17 - TRANSFER - ASSIGNMENT - SUBCONTRACTING.....	7
18 - TERMINATION.....	7
19 - APPLICABLE LAW - COMPETENT JURISDICTION.....	7



1 DEFINITIONS

Buyer: Company of ALMA issuing the order

Goods Entrusted: Goods entrusted by the Purchaser to the Service Provider and placed under the control and responsibility of the Service Provider with a view to the performance of the Order.

GCP ISD: The present general terms and conditions of purchase "Intellectual services and services".

Order: Document, in any form whatsoever, issued by the Purchaser and addressed to the Service Provider, relating to the purchase of a Service and including in particular the designation of the Service ordered, where applicable the Deliverables expected, the deadlines, the price and the reference to these GCP ISD.

Own Knowledge: Documents, knowledge, data, plans, methods, processes, drawings, software, models, whether patented or not, protected or not, including know-how, and in general any information of any nature and on any medium whatsoever, of which a Party is the owner, author or licensee before the entry into force of an Order or subsequently without access to the Own Knowledge of the other Party.

Consultation: The consultation and negotiation phase prior to the possible issue of an Order to the Service Provider.

Declaration of Conformity: Document provided by the Service Provider, under its responsibility, declaring the conformity of the Service to the standards in force as well as to all other applicable rules.

Deliverables: The media, in whatever form (paper, electronic or other) to be delivered by the Service Provider to the Purchaser as part of the Services ordered from the Service Provider. Deliverables include, but are not limited to, calculation notes, documents, files, studies, reports, Software source codes, data, etc...

Party (ies): The Purchaser and/or the Service Provider.

Service Provider: Natural or legal person to whom the Order is addressed.

Service(s): Any intellectual service or service performed by the Service Provider on behalf of the Purchaser on the Purchaser's Order, the content of which is described in the relevant Order, such as, but not limited to, studies, training, computer development, consulting. The Services may give rise to Results materialized in Deliverables.

Acceptance Minute: Document formalizing the acceptance of the Benefits and signed by both Parties.

Results: Any element, subject of the Order, of any nature whatsoever, whatever the medium and form, including processes, data, software, bundles, plans, technical notes, drawings, models, prototypes, test sets or any other element, subject of the Order, whether or not subject to intellectual property rights, and made or developed for the Purchaser on the basis of plans and/or diagrams and/or other Specifications specific to the Purchaser in the context of the execution of an Order. The Results are part of the Service.

Specifications: Any document issued and communicated by the Purchaser to the Service Provider that defines the Purchaser's specific requirements with which the Service Provider or the Supply must comply, the Purchaser's needs and the conditions of performance of the Supply, such as, but not limited to, specifications, standards and applicable quality requirements.

2 - CONTRACT DOCUMENTATION

2.1 Orders for Services from the Purchaser to the Service Provider shall be governed by the provisions of these GCP ISD as soon as they are accepted by the Service Provider, either as

they stand or as supplemented or modified by means of an amendment signed by the Parties.

The Services shall be performed in accordance with the Specifications mentioned either in the Order or in the amendment signed by the Parties.

Any other provision shall only apply to Orders if it has been accepted in writing by each of the Parties.

2.2 The Order shall be deemed to be accepted by the Service Provider upon the occurrence of the first of the following two events:

Receipt by the Purchaser of the acknowledgement of receipt of the Order signed by the Service Provider, without modification, within fifteen (15) calendar days from the date of issue of the Order;

Start of execution of the Order by the Service Provider, without any written reservation on its part on the contractual documents, within the period referred to above.

3 - HOW TO EXECUTE THE COMMAND

3.1 The Service Provider undertakes to carry out the Order in accordance with the contractual documents, and in compliance with the rules of art, regulations and standards in force.

The Service Provider is bound by an obligation of result with regard to compliance with the deadlines set out in the contractual documents and with regard to the delivery of Deliverables in accordance with the contractual documents, within the deadlines and in accordance with the other terms and conditions set out in the contractual documents.

The Deliverables delivered to the Purchaser shall be written by the Service Provider in a legible and comprehensible manner so as to be usable by the Purchaser. Where applicable, if required by the contract documents or regulations, the Supplier shall provide the Purchaser with a Declaration of Conformity together with the Deliverables.

3.2 The Service Provider defines under its responsibility the means necessary to carry out the Order. In particular, it is incumbent upon the Service Provider to check that it has all the rights, elements and information necessary for the proper execution of the Order and, if necessary, to obtain any elements and information that it may lack prior to the execution of the Order. It must also inform the Buyer without delay of any difficulties or anomalies observed or that may occur during the execution of the Order.

3.3 The Service Provider has a duty of information and advice towards the Purchaser. In particular, it undertakes in this respect to:

- Contribute to the analysis of the Buyer's needs and specificities by soliciting, if necessary, any information and/or document necessary for a perfect understanding of the Buyer's needs with regard to the Order;
- To warn the Buyer without delay and in writing, on the consequences of any new request or choice made by the Buyer, particularly on the technical and financial conditions for the realization of the Services;
- Report as soon as possible to the Buyer and confirm in writing any defects, errors or omissions in the information or documents provided by the Buyer;



- Provide any information or documents that would be useful to the claimant in the context of the Benefit.

In addition, the Service Provider shall inform the Purchaser without delay and in writing of any situation concerning the Purchaser that may call into question the proper performance of the Order, in particular in the event of insolvency proceedings affecting its business (cessation of payment, receivership or judicial liquidation), of any equivalent situation such as dissolution, total or partial transfer of its business or any change that may occur in its organization that has an impact on the proper performance of the Order.

If, in the course of performing the Order, authorizations (administrative or other) are required, the Service Provider shall ensure, before performing the Order, that all authorizations have been obtained and are no longer subject to possible appeal, so that the Purchaser is not concerned.

3.4 The Service Provider and the Purchaser may be required to exchange computerized data for the purpose of fulfilling the Order.

3.5 In the case of Service Orders that are to be carried out over a period of time, the Service Provider undertakes to keep the Purchaser regularly informed of the progress of the Service Order. The Order may specify the terms and conditions of this information.

4 - QUALITY DEMANDS

4.1 The Service Provider shall demonstrate the compliance of its quality management system with the requirements of this document before placing the Order.

4.2 In the event that the Purchaser issues additional quality requirements that are specific to a Service, the Service Provider shall plan and develop the processes necessary to perform the Service and shall establish a specific quality plan applicable only to that Service, such specific quality plan being in addition to the generic provisions of the quality manual or generic quality plan referred to above. This specific quality plan must be accepted by the quality correspondent designated by the Purchaser before the Order is placed. Such acceptance shall in no way limit the Service Provider's liability.

5 - DELAYS

5.1 The deadlines agreed between the Parties are binding and their observance constitutes an essential clause for the Buyer without which it would not have contracted.

5.2 The Service Provider shall inform the Purchaser immediately in writing of any foreseeable delay in relation to the contractual deadlines, and of the measures taken to remedy the delay, any additional expenses resulting from such delay, except in cases of force majeure, being borne by the Service Provider.

5.3 In the event of failure to meet the contractual deadlines, the Buyer reserves the right to apply, unless otherwise agreed in a document signed by the Parties, as of right and without prior formal notice, late payment penalties equivalent to 0.5% of the amount (exclusive of tax) of the Order concerned per calendar day of delay, such penalties being capped at 15% of the amount (exclusive of tax) of the Order.

These penalties are not liberating and cannot be considered as a lump-sum and definitive compensation for the prejudice suffered by the Buyer. The Purchaser shall notify the Service Provider in writing of the amount of the penalties resulting from the delay. The Service Provider agrees that the Purchaser may, after a period of fifteen (15) calendar days from such notification, deduct the amount of such penalties from the amount due to the Service Provider under the late Order, if within such period the Service Provider has not contested in writing the reality of the grievance or has not already paid the Purchaser the amount claimed. In the event that the amount due to the Service Provider is less than the amount of the penalties, the difference shall be paid by the Service Provider within the same period of time as agreed between the Parties for the payment of invoices, such period running from the date of notification of the amount of the penalties by the Purchaser.

6 - ACCEPTANCE OF BENEFITS

6.1 On the date specified in the Order, the Service Provider undertakes to have performed the Services and, in particular where the Order has provided for Deliverables, to deliver the Deliverable(s) to the Purchaser for acceptance. The process of acceptance by the Purchaser shall be implemented as and when (i) the Services (delivery for the Deliverable(s)) are completed and are considered complete and usable by the Purchaser, and (ii) the Supplier provides objective evidence of their compliance with the Order. Acceptance shall be evidenced by the issuance of a Record of Acceptance.

6.2 In the event of a Service not complying with the contractual documents, the Purchaser shall inform the Service Provider of its reservations and allow the Service Provider to check and correct this non-compliance within ten (10) days of the notification made by the Purchaser. If within this period the Service Provider does not inspect or challenge the non-compliance, the Purchaser reserves the right, at its option, to do so:

- To accept the Service as is, in return for a mutually agreed price reduction;
- To accept it after corrective action taken by the Service Provider at its own expense;
- To refuse it.

The Non-Conforming Service refused by the Buyer shall be deemed to be undelivered and shall give rise to the application of the penalties provided for in the "Deadlines" article above, without prejudice to the Buyer's right to claim damages for the loss suffered as a result of the Non-Conformity and/or to terminate the Order.

6.3 The Service Provider also undertakes to inform the Purchaser as soon as possible of any significant defect discovered after the Services have been performed and which could affect the safety of the equipment concerned by the Services performed, or call into question the studies or work or any other Deliverables resulting from these Services.

7 - TRANSFER OF OWNERSHIP

Ownership of the Results shall pass to the Purchaser notwithstanding any retention of title clause inserted in the Service Provider's documents as they are produced.

8 - PRICE - INVOICING - PAYMENT TERMS

8.1 Unless otherwise agreed in a document signed by the Parties, the prices shown in the Order are firm and non-revisable, including all taxes and duties, excluding VAT. These prices include all costs and expenses incurred by the Service Provider in the performance of the Service, including, where applicable, the rights of use of the Service Provider's proprietary knowledge necessary for the use and exploitation of the Deliverables/Results.

8.2 The Service Provider undertakes to invoice the Service in accordance with the contractual documents and in any event not before the Service has been performed. If an invoicing schedule agreed between the Parties is mentioned in the Order, the Service Provider shall comply with it.

Invoices shall be issued by the Service Provider in accordance with the regulations in force and shall include, in addition to the legal notices, the following elements:

- The reference of the Order as indicated on the said Order (only one Order number per invoice);
- The detailed description of the Service as described in the Order ;
- The bank details of the account to which the payment is to be made;
- The contact details (name, telephone and e-mail) of a correspondent to be contacted in the event of a complaint concerning the invoice;
- The date and number of the acceptance report or any other invoicing event as provided for in the Order.

The original invoice must be sent as soon as it is issued to the address specified in the Order. The originals of the acceptance report or any other document provided for in the contract and generating the invoice shall be sent to the Buyer and shall not be attached to the invoice.

8.3 Unless otherwise agreed by the Parties and subject to compliance with legal provisions, the payment period for invoices shall be thirty (60) days end of month from the date of issue of the invoice.

9 - GUARANTEE

9.1 The Service Provider guarantees the proper performance of the Service in accordance with the contractual documents.

Unless otherwise agreed between the Parties, the duration of the guarantee is one (1) year from the date of the Minutes of acceptance without reservation of the Performance. In this respect, the Service Provider undertakes to correct the Service, at no cost to the Purchaser. This warranty clause is without prejudice to compensation for damages suffered by the Purchaser.

9.2 Unless otherwise agreed between the Parties, the correction of the Performance under the warranties provided for in this Article shall be made within a maximum period of fifteen (15) days from the Buyer's written notification of the defect or nonconformity.

If a Service comprises several subsets, the Service Provider shall correct at its own expense any anomaly that may be caused by the defect of one subset on the other subsets of the said Service.

9.3 Any corrected Benefit will be guaranteed, under the same conditions as above, until the expiry of the Benefit's guarantee period and for at least six (6) months from the intervention. In the event that the Service Provider does not fulfil its warranty obligation, the Purchaser reserves the right to carry out or have carried out by a third party the necessary work at the Service Provider's expense.

10 - INTELLECTUAL PROPERTY

Each Party shall remain the sole owner of its Own Knowledge, subject to the rights of third parties.

The Service Provider undertakes not to modify in any way whatsoever the Own Knowledge entrusted by the Purchaser for the performance of the Order without the Purchaser's prior express written consent, and in any event not to acquire any intellectual property rights on the basis of the Purchaser's Own Knowledge.

If the Service Provider's Own Knowledge is required for the use and/or exploitation of the Deliverables/Results, the Service Provider grants the Purchaser, for the legal duration of the intellectual property rights, a free, non-exclusive, irrevocable and transferable right to use and/or exploit this Own Knowledge, with the right to sublicense. The Purchaser undertakes not to use the Service Provider's Own Knowledge for any purpose other than the use and/or exploitation of the Deliverables/Results, and in any event not to acquire any intellectual property rights on the basis of the Service Provider's Own Knowledge.

If software is part of the Service Provider's proprietary knowledge necessary for the use and/or exploitation of the Deliverables/Results, the Service Provider undertakes to deposit the source codes of this software with the Agency for the Protection of Programs under a registration number to be communicated to the Purchaser. In the event that the Service Provider abandons the use of such software or ceases its business and is not taken over by a third party, the source codes of such software shall be made available to the Purchaser on reasonable terms and conditions, and the Purchaser shall be entitled to use them for the purpose of using and/or exploiting the Deliverables/Results.

11 - LIABILITY - INSURANCE

11.1 The Service Provider shall be liable for any damage or loss suffered by the Purchaser or any third party as a result of any failure to perform or improper performance of the Order. Accordingly, the Service

Provider shall indemnify the Purchaser for all loss or damage suffered by the Purchaser, including costs of repair and/or replacement resulting from damage or loss to the Confected Goods. The assistance that the Purchaser may provide to the Service Provider in the performance of the Service or the checks that the Purchaser reserves the right to carry out shall in no way exonerate the Service Provider from its liability in respect of the Service.

11.2 The Service Provider undertakes to take out and maintain the necessary insurance with companies known to be solvent and to maintain in force the necessary insurance up to an amount corresponding to the risks and liabilities incumbent upon it under both common law and its contractual commitments.

The Service Provider must have a general and professional civil liability insurance policy covering the duration of the Order:

- His professional activity in general,



- Its activity in the workplace in connection with the missions or work entrusted by the Buyer,
- Damages of any kind caused to third parties,
- Damage caused to the goods entrusted to him by the Buyer as soon as they are made available to him and for as long as he is in possession of them.

12 - COMPLIANCE WITH SOCIAL REGULATIONS

The Service Provider guarantees that it complies with the social legislation to which it is subject. It also guarantees that the Benefit will be provided in accordance with the social legislation in force in the country in which the Benefit is provided.

13 - COMPLIANCE OF THE SERVICE WITH REGULATIONS AND STANDARDS

Regardless of where the Service is performed (in France or abroad), the Service Provider guarantees the Purchaser that the Service will comply with the legal and regulatory provisions, quality requirements and applicable standards concerning in particular health, hygiene, safety, product traceability and environmental protection.

The Service Provider undertakes to communicate to the Purchaser at the time of delivery of the Service the information available to it to enable the Results of the Service to be used in complete security.

The Service Provider undertakes to inform the Purchaser of any changes in applicable laws, regulations and standards affecting the terms and conditions of delivery or performance of the Service.

14 - EXECUTION OF THE SERVICE ON A BUYER'S SITE

If the Service is to be performed in whole or in part at a site of the Purchaser, the Service Provider undertakes to comply with the following provisions:

The Service Provider will communicate beforehand the list of names of the personnel likely to access the Purchaser's site, the Purchaser reserving the right to refuse any person access to its site for security reasons. The Service Provider will take the necessary measures to ensure that any replacement operations do not in any way disrupt the performance and quality of the Services.

The Service Provider will respect and ensure that its staff and any subcontractors respect the rules governing access to the site, the security requirements, including in terms of IT, clothing, confidentiality rules, and the provisions of the internal regulations that apply to any person present on the Purchaser's premises as an employee of an outside company, including the rules relating to health, safety and working conditions.

If the Service Provider is authorized to access the Buyer's computer system, this authorization is strictly limited to the sole execution of the Order. In this case, the Service Provider shall comply with the Purchaser's Charter for the Use and Security of Information Systems and any other instructions given to it.

In the event that the Service Provider's personnel are present on the Purchaser's site, the Service Provider shall appoint a project manager with hierarchical and disciplinary authority over its personnel.

Upon completion of the Services at the Purchaser's site, the Service Provider's personnel shall:

- Return to the Buyer's security service the badges and other means of access entrusted to it,

- Where appropriate, return to the service concerned the words, codes and access keys to the hardware and software allocated to it,
- And, more generally, to return any information, documents and other materials provided to it for the execution of the Order.

15 - CONFIDENTIAL

15.1 All information received from the Buyer by the Service Provider for the purposes of the execution of the Order or to which the Service Provider may have access through its presence on the premises of the Buyer or another ALMA Company shall be considered strictly confidential, without the need for the Buyer to specify or mark its confidential nature.

15.2 The Confidential Information remains the property of the Buyer, subject to the rights of third parties. The disclosure of Confidential Information by the Buyer shall in no event be construed as conferring on the Service Provider any express or implied right (whether by license or otherwise) to such Confidential Information.

15.3 The Service Provider undertakes to:
Use the Confidential Information solely for the purpose of fulfilling the Order;
Communicate the Confidential Information only to the members of its staff directly concerned by the execution of the Order and only to the extent that such communication is necessary to carry out the Order;
Not to disclose or make available, in whole or in part, Confidential Information to third parties without the prior written consent of the Buyer;
Enforce the confidentiality obligations imposed on it under the present article "Confidentiality" by its staff and any other person authorized by the Buyer to access Confidential Information.

15.4 If the Service Provider is required by law or by a binding judicial or administrative decision to disclose the Buyer's Confidential Information, it shall immediately notify the Buyer and shall require the persons or entities to whom such Information is to be disclosed to treat it as confidential.

15.5 In the event of termination of the Order for any reason whatsoever or upon its expiry, the Service Provider undertakes to return the Confidential Information to the Buyer without delay and/or to destroy any medium containing all or part of this Confidential Information. Such return or destruction shall not release the Service Provider from its obligations of confidentiality under this Article.

15.6 All Classified Confidential Information will be identified as such by the Buyer at the time of disclosure. The protection and use of such Confidential Information shall be in accordance with the security procedures laid down by the Administrations concerned.

15.7 The Service Provider undertakes not to publish any article or advertisement relating to the Order and/or the Service and/or any other information relating to its business with the Purchaser without the prior written consent of the Purchaser.



15.8 Unless otherwise specified in the Order, the confidentiality obligations set forth in this section shall remain in effect during the performance of the Order and for a period of ten (10) years from the end of the warranty period of the Performance, provided, however, that with respect to Results that are the subject of intellectual property rights, the confidentiality obligations shall remain in effect during the performance of the Order and for the duration of the legal protection related to the intellectual property rights.

15.9 If Confidential Information, which is the property of a third party, were to be communicated to the Service Provider, any more restrictive confidentiality requirements imposed by the third party would be passed on to the Service Provider.

15.10 In order to ensure the security of the Buyer's Confidential Information and its media, the Service Provider will take all necessary precautions to protect it, in particular by using methods of computer access control and cryptography of the Confidential Information.

15.11 The Purchaser undertakes to respect the same obligations of confidentiality regarding information originating from the Service Provider and expressly mentioned as being confidential. It is specified that any information to which the Purchaser may have access during visits to the Service Provider's premises will be considered confidential.

16 - FORCE MAJEURE

Each Party shall notify the other Party immediately with confirmation in writing within five (5) calendar days at the latest of the occurrence of an event of force majeure preventing it from performing its obligations under the contractual documents.

Obligations whose performance is rendered impossible by the occurrence of a force majeure event will be suspended for the duration of this event, subject to what is provided for in the "Termination" article.

The Party invoking force majeure undertakes to take all measures to limit the prejudicial consequences of this event for the other Party.

For the application of this clause, only an event that simultaneously meets all the conditions below can be considered as constituting a case of force majeure:

This event must be beyond the control of the Party invoking it, This event could not be reasonably foreseen at the time the Order was issued,

The effects of this event cannot be avoided by appropriate measures,

This event prevents the Party invoking it from fulfilling its obligation.

The Service Provider may only invoke delays by its own suppliers or subcontractors when the cause of such delays can be considered as a case of force majeure pursuant to this clause.

17 - TRANSFER - ASSIGNMENT - SUBCONTRACTING

As the Purchaser has chosen the Service Provider in consideration of the person and specific skills of the latter, the Service Provider undertakes not to transfer or assign all or part of the Order to a third party without the Purchaser's prior written consent, including in the event of a merger, demerger or partial contribution of assets. In the event of such consent, the assignee shall be considered as a Service Provider in its own

right and shall, as such, be required to comply with all the terms and conditions set forth in the contractual documents.

The Buyer reserves the right to transfer or assign the Order in whole or in part to any Company of ALMA or in the context of a merger, demerger or partial contribution of assets, to any third party of its choice, by sending a written notice to the Service Provider. The Service Provider authorizes the Buyer to make such transfers or assignments and accepts that the assignee shall be solely responsible for the performance of the Order from the date of the notification of transfer or assignment, releasing the Buyer from any contractual liability for obligations arising after the date of transfer or assignment.

18 - TERMINATION

18.1 Each Party may automatically terminate the Order by sending the other Party a registered letter with acknowledgement of receipt in the following cases:

In the event of non-performance by the other Party of any of its contractual obligations thirty (30) days after formal notice by registered letter with acknowledgement of receipt remains without effect;

In the event of the initiation of safeguard, reorganization or judicial liquidation proceedings of the other Party, subject to the applicable public policy provisions;

In the event of non-performance by the other Party of its obligations following the occurrence of an event of force majeure (i) the duration of which would exceed one month from the date of its notification to the other Party, or (ii) resulting in a delay justifying the termination of the Order, or (iii) definitively preventing the execution of the Order;

In all cases provided for by the regulations in force.

18.2 In the event of termination of the Order by the Purchaser due to the fault of the Service Provider, the Purchaser reserves the right to perform or have performed all or part of the Order at the Service Provider's expense. In this respect, the Service Provider undertakes, at the Buyer's request, to provide the Buyer or any third party designated by the Buyer with all the information required to perform the Service.

18.3 Upon expiry of the Order, or following its termination for any reason whatsoever, the Service Provider shall return to the Purchaser, at its own expense and within eight days, all of the Confected Goods and any documentation not yet handed over to the Purchaser.

18.4 In all cases of termination for any reason whatsoever, each Party shall remain bound to fulfil its contractual obligations until the effective date of termination, without prejudice to any damages that the complaining Party may obtain as a result of the damages suffered due to the non-performance by the defaulting Party of its obligations contained in the contractual documents.

19 - APPLICABLE LAW - COMPETENT JURISDICTION

Any dispute arising or arising in connection with the performance or non-performance, termination and/or interpretation of these GCP ISD and the ORDER or arising from the commercial relations between the parties or their termination shall be submitted to the courts of Paris.