



TOTAL

Total Petroleum Puerto Rico Corp.

General Terms and Conditions of Purchase

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Article 1 - DEFINITIONS

These General Terms and Conditions of Purchase are hereinafter referred to as "**GTCP**" or the "**Conditions**". In these Conditions, the following terms shall have the meanings set out below:

"**Conformity**" or "**in Conformity**": the conformity of the Supply is determined with regard to:

- the specifications provided and/or approved by the Customer and/or any expected results set out in the Contract;
- the other provisions of the Contract;
- the prevailing industry standards; and,
- any applicable statutory provisions;

"**Contract**": the set of contractual documents concerning the Supply and governing the relationship between the Supplier and the Customer, including in particular in descending order of priority:

- 1) the signed agreement between the Parties,
- 2) the GCWS,
- 3) the Order Form.

"**Customer**": Total Petroleum Puerto Rico, Corp.

"**Order Form**" or "**Order**": the paper or electronic form (as part of electronic transactions) by which the Customer orders the Supply from the Supplier which shall include the following as a minimum:

- a description of the Supply, the article code number, the price of the Supply, the date and place of delivery and the quantity;
- the Customer's details.

"**Subcontractor**": the natural person or legal entity appointed by the Supplier to provide all or a portion of the Supply.

"**Supplier**": the natural person or legal entity selected by the Customer to perform the Contract.

"**Supply**": any good, product or equipment to be delivered by the Supplier including, where applicable, the associated documents and the installation services of such goods, products or equipment, as defined in the Contract.

Article 2 - CONTRACTUAL DOCUMENTS

After having negotiated, the Parties agreed that the Contract constitutes the agreement by and between the parties and in this respect shall prevail over and override any and all terms and conditions contained in invoices issued by the Supplier and in any other documents issued by the parties and shall be applicable unless statutory provisions stipulate otherwise.

Verbal undertakings and agreements shall be of no force and effect unless they are confirmed by written agreement between the parties. The Customer shall not be liable for any performance by the Supplier pursuant to a request made verbally or to a verbal modification of the Contract. The Supplier may propose duly identified changes or additions to the GTCP. Any changes or additions to the GTCP proposed by the Supplier shall be expressly conveyed in writing at the same time as its response to the Customer's consultation. If no changes or additions are proposed, the Supplier's response without reservations, or commencing performance or delivering the Supply without reservations by the Supplier, shall be deemed acceptance of the GTCP. Modifications or departures from these Conditions shall only apply if they have been agreed in writing between the parties and they shall only be valid for the Contract in question. The Supplier shall not rely on these modifications and departures for other contracts.

The Contract constitutes the entire agreement between the parties and cancels and supersedes all previous exchanges, undertakings and agreements relating to the Supply.

Article 3 - ACCEPTANCE OF THE CONTRACT AND ELECTRONIC TRANSACTIONS

3.1 General

Any Contract shall be in writing. Any Contract gives rise to the issue of an Order Form.

The Supplier shall acknowledge receipt in writing of the Order Form within seven (7) calendar days from the date on which the Order Form was sent. If the Supplier doesn't acknowledge receipt of the Order Form within such period, the Customer shall have a further period of seven (7) calendar days in which to notify the Supplier of the Customer's decision to cancel the Order Form without compensation or other indemnity.

Acceptance of the GTCP does not confer any exclusivity in favour of the Supplier.

3.2 Electronic transactions

3.2.1 General principles

If the Customer and the Supplier so provide in the specific terms and conditions of the Contract, their commercial transactions for the purchase of the Supply shall be performed in whole or in part by electronic means. These transactions shall be performed either through an electronic marketplace (hereinafter referred to as the "Electronic Market") to which the parties shall adhere by contracting with the Electronic Market provider, or through any other electronic means. Further terms and conditions relating to the use of electronic means shall be set out in the specific terms and conditions.

Transactions based on an electronic Order Form shall not be exclusive of any other form between the Customer and the Supplier.

All terms and conditions of the Contract shall equally apply to electronic transactions.

3.2.2 Proof of electronic transactions

Where a transaction is performed through electronic means, both parties are deemed to act in full knowledge of the technical specifications (or, by joining the Electronic Market, the parties are deemed to have accepted its technical specifications) aimed at ensuring the identification, integrity and generally the security of correspondence between them. In particular, an electronic Order Form and subsequent electronic notice of acceptance thereof by the Supplier shall constitute an electronic signature which, as between the parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order Form and of its acceptance by the Supplier.

Consequently, unless otherwise provided for in the Contract, the electronic registers stored on the computer system in good security conditions, are agreed to be conclusive evidence of the entire electronic correspondence between the parties and, as the case may be, of the payments made. In particular, if a date or hour time limit is set, only the computer dating system of the Customer shall be conclusive evidence as between the parties.

The parties expressly waive all rights to question the appropriateness of or to challenge the validity of any contractual undertaking conducted by way of exchange of electronic correspondence and which is stored in the form set out above.

Article 4 - CHANGES TO THE SUPPLY

The Customer shall be entitled to request in writing that the Supplier make changes to the Supply as initially defined in the Contract. Depending on the nature of the proposed change, the Customer shall consult the Supplier and obtain its advice about the impacts of requested change.

The Supplier shall inform the Customer as soon as possible and in any event no later than seven (7) calendar days following the Customer's request, of the new delivery date, of any cost variation of the Supply and more generally any other effect on the Contract arising directly from such changes. The Supplier shall perform such changes only upon signature by the parties of an amendment to the Contract or, at the very least, upon receipt of the Customer's prior written acceptance of the project estimate and any changes to the cost of the Supply.

Article 5 - DELIVERY

5.1 - Delivery terms

All deliveries shall be performed in accordance with the latest edition of Incoterms or any other delivery terms and conditions specified in the Contract. Should the Contract be silent on the terms and conditions of delivery, all deliveries shall be made "Delivered Duty Paid - named place of destination" (DDP), in accordance with the latest edition of Incoterms, at the place of delivery agreed, during working days and normal working hours as defined in the Contract. The place of delivery shall be that set out in the Order Form. The Customer is entitled to change the place of delivery by notifying the Supplier in writing of such change in advance of the expected date of dispatch of the Supply. Any partial delivery is subject to the Customer's prior written consent.

5.2 - Packing – Labelling - Marking

The Supplier shall be responsible for packing the Supply which shall be suitable for the means of transport used and for the Supply carried in accordance with all statutory provisions and industry standards. In all cases, the packing shall be adequate so as to prevent any damage to the Supply during transport, handling and storage at the place of delivery. The Supply shall be duly labelled and packed in an appropriate manner and the parcels marked by the Supplier in compliance with all applicable statutory provisions and moreover as provided for in the Contract.

5.3 - Compliance with deadlines or delivery times – Incentives

Compliance with deadlines and delivery times is an essential condition of the Contract. Whenever failure to comply with deadlines and delivery times is foreseeable, the Supplier shall inform the Customer immediately in writing of the extent of and reasons for the non-compliance. In case the Supplier does not comply with the deadline and delivery time defined in the Contract (whether by early or late delivery) and absent written acceptance by the Customer of the new deadline and delivery time, the Customer shall be entitled to either return to the Supplier the Supply, at the Supplier's cost, or otherwise to store the same until it is taken back by the Supplier, all at the risks and cost of the Supplier.

The Customer may apply the incentive amounts specified in the Contract, if the Supply is delivered late by the Supplier and/or any of its Subcontractors, except if the Supplier is able to prove that it and/or they did not cause such delay. These incentives shall where relevant have the legal effect of "*astreinte*".

The payment by the Supplier of these incentives shall not affect the Customer's right to claim damages against the Supplier, in addition to the refund of sums already paid by the Customer for the Supply (if any), and/or to terminate all or any part of the Contract without notice and as of right, in accordance with the provisions of article 20.1.2.

Article 6 - REGISTRATIONS, APPROVALS, AUTHORISATIONS

The Supplier warrants that it and its Subcontractors, if any, have all statutory registrations, approvals and authorisations required to perform the Contract including but not limited to all licences, permits and registrations with public authorities and all authorisations and certifications as are required from professional organisations. The Supplier shall deliver to the Customer a copy thereof prior to beginning the performance of the Contract.

In the event any or all such licences, permits, registrations, approvals and/or authorisations are withdrawn from the Supplier or from any of its Subcontractors or are not renewed, the Supplier shall immediately inform the Customer of the same whereupon the Customer shall be entitled to terminate all or any part of the Contract in accordance with the provisions of article 20.1.2.

Article 7 - PREVENTION OF ILLEGAL LABOR

The Supplier guarantees that its personnel and the personnel of its Subcontractors (if any), involved in the performance of the Contract, shall be employed and registered in full compliance with the applicable legislation.

Article 8 - ACCEPTANCE OF THE SUPPLY

Acceptance of the Supply is expected to occur following verification by the Customer that the Supply is in Conformity with the Contract and, where applicable, following receipt by the Customer or by its representative of the documents relating to the sale of the Supply, including certificates relating to materials and drawings, and more generally receipt of any document set out in the Contract. At any time of such verification, the Supplier shall also deliver to the Customer all information and documents required for the safe and proper use of the Supply.

The absence of a refusal of the Supply by the Customer at the time of delivery and/or the payment of the price of the Supply shall not constitute acceptance. If the Supply is expressly refused, it shall be kept available to the Supplier at the place of delivery, at the Supplier's risks and costs. In the event of such refusal, and unless the Customer decides otherwise in writing, the Supply shall, at the choice of the Customer, either be repaired or be replaced not later than seven (7) calendar days following refusal by the Customer. The Supplier shall not raise any objection, including regarding its own manufacturing or delivery schedule, with regards to fulfilling the above obligation to repair or to replace.

Article 9 - TRANSFER OF TITLE AND OF RISKS

The transfer of title shall occur on delivery of the Supply, except if all or part of payment is made before the delivery date, in which case the transfer of title shall occur in advance as soon as the Supply can be identified. In the latter case, the Supplier undertakes to identify and to set aside in the name of the Customer the Supply, being deliverable from the performance of the Contract, as and when manufactured, in such a way that it cannot be confused with the Supplier's own stock or with any other supplies to be delivered to third parties. The Supplier shall ensure that its Subcontractors provide similar waiver.

The Supplier waives any right to rely on any title retention clause not expressly agreed by the Customer. The Supplier shall ensure that its own supplier's chain and its Subcontractors do the same.

Unless otherwise specified in the Contract, the transfer of risks shall occur in all cases on delivery of the Supply, except in the event of refusal of such Supply as provided in Article 8.

Article 10 - PRICES

Unless otherwise specified in the Contract, the prices stated in the Contract are fixed lump sums and shall not be subject to any revision. These prices shall include, but not be limited to, all costs incurred in connection with manufacturing, packing, loading, transport and unloading of the Supply.

The Supplier shall bear all costs relating to customs duties, taxes, fees and levies that it owes.

Article 11 - INVOICING AND PAYMENT TERMS

Invoices shall be issued by the Supplier in duplicate, in compliance with all applicable statutory provisions and the provisions of the Contract, in the name of the Customer. The invoices shall be sent at the address specified in the Order Form and shall quote the reference number of the Contract and the Order Form. All invoices shall be made out in U.S. Dollars as specified in the Contract.

The Customer may request of the Supplier to implement an electronic invoicing system. Technical, functional and operational specifications of such system will be agreed in writing by the parties.

Where it is agreed that the costs of some services, such as transport, are to be paid by the Customer separately from the price of the Supply, the Supplier shall submit detailed vouchers and other relevant documents to the Customer.

Unless otherwise provided for in the Contract, the Customer shall pay the invoice within thirty (30) days following the end of month in which the invoice is issued, i.e. 30 days after the end of the month in which the invoice is issued.

Payment will be made in the manner provided for in the Contract, namely by bank transfer or, exceptionally, by check.

The Customer will not pay any other costs or expenses of the Supplier, unless Customer provides to Supplier express prior written approval to incur such costs or expenses on behalf or for the account of Customer and then only up to the amounts approved by Customer.

Payment of the invoice shall not affect the Customer's right to dispute in writing any unjustified charge.

In the event the Customer justifiably disputes all or part of an invoice or a Supply, the obligation to pay the sum in dispute shall be suspended. The Customer shall send a memorandum stating the reasons for its dispute. If agreement is reached on the dispute, the Supplier shall correct the invoice.

Article 12 - PERSONAL DATA PROTECTION

If personal data is processed, the Supplier warrants that it will process such data in compliance with the applicable statutes.

Article 13 - WARRANTIES

13.1 - Purpose

The Supplier shall, irrespective of the Customer having any prior competence or knowledge, give the Customer all necessary information, advice and warnings in relation to the nature and composition of the Supply. The Supplier shall warn the Customer about the risks related to the Supply, including but not limited to health and safety risks or concerns and any other hazardous risks.

The Supplier warrants that it has the full right to sell the Supply and that the Supply is free from any encumbrances, rights and privileges of any third party. The Supplier warrants that the Supply corresponds to any description, specification and to any samples referred to in the Contract. The Supplier further warrants that the Supply is fit for the purpose(s) and objective(s) specified by the Customer and shall have no recourse to any purported lack of accuracy in the documents attached to the Contract.

The Supplier shall observe all laws, rules, provisions and highest industry standards applicable to the Supply, in particular with regard to production, manufacture, repair, price definition, delivery and recycling, in order to ensure that such Supply may be lawfully purchased, sold, used, transported and exported.

13.2 - Duration and scope

Unless otherwise provided for in the Contract, the Supplier warrants, for a period of twelve (12) months, from the date of the first use of the Supply and for a maximum of eighteen (18) from the date of delivery, that the Supply is free of all defects, defaults, contamination and abnormal wear of whatsoever nature. Should the Supply be defective, the Customer shall at its option request the Supplier either to repair or to replace the Supply. If the Supplier does not do so within seven (7) calendar days from the date of the request by the Customer, the Customer may take appropriate measures to remedy the same itself or through a third party. In any event, the Supplier shall bear all costs of any replacement and repair of the Supply, including but not limited to travel expenses, costs of returning the Supply to the factory and any spare parts and labor, without prejudice to any other rights or remedies of the Customer.

Any replacement or repair of the Supply under warranty shall give rise to a new warranty for a minimum period of twelve (12) months from the date of delivery of the repaired or replaced Supply.

The Supplier remains bound by all applicable statutory warranties and product liability guarantees as well as for latent defects.

13.3 - Availability of spare parts

The Supplier warrants the prompt availability of all spare parts required for the correct operation of the Supply for a minimum period of ten (10) years from the date of delivery, unless otherwise specified in the Contract. The applicable price for such spare parts after the contractual or statutory warranty period shall be agreed by the Parties.

Article 14 - HEALTH, HYGIENE, SAFETY AND ENVIRONMENT

The Supplier undertakes, on its own behalf and on behalf of its personnel and its Subcontractors (if any), to comply and to ensure compliance with the statutes, standards and best practices applicable with respect to health, safety, working conditions and the environment.

When delivering the Supply to a site designated by the Customer, the Supplier shall comply, and ensure that all of its employees, representatives or Subcontractors comply, with the rules in force on the site designated by the Customer with regard to health, hygiene, safety, working conditions and the environment as well as all applicable legislation and regulations.

If the Supplier, its employees, representatives or Subcontractors do not comply with any of these obligations, the Customer reserves the right to refuse the Supplier, its employees or Subcontractors access to or continued presence on the site. All consequences arising out of or in relation to non-compliance with any of these obligations, and the denial of access to or of continued presence on the site, including any costs incurred by the Supplier as a result of such denial, shall solely be borne by the Supplier.

In case of complementary installation services on the Customer's site, the Supplier and/or its Subcontractors present on the site shall ensure that its personnel and/or the personnel of its Subcontractors shall be fluent in the official language of the site and shall be able to communicate, to apply and to ensure that all instructions, rules and procedures in force on the site are applied.

Article 15 - QUALITY

15.1 - Quality controls

The Supplier represents that it has a quality management system in place.

The Supplier shall implement all measures, including, without limitation, quality controls, necessary to ensure that the Supply is in Conformity.

15.2 - Traceability

Upon written request from the Customer, the Supplier undertakes to provide to the Customer all information necessary to identify the origin, place and date of manufacture of the Supply and its components, the quality controls performed in relation to the Supply and any other relevant information, as well as, the serial or batch numbers, when applicable.

Article 16 - AUDITS

Subject it notifies seven (7) calendar days in advance the Supplier, the Customer or its representative shall be entitled to carry out audits at the sites of the Supplier, its Subcontractors or at any other site before and/or during the performance of the Contract.

Within the frame of the Contract or the Supply, such audits will include, but not be limited to, the verification of compliance with the Supplier's contractual obligations, whether contractual, regulatory, or concerning standards or best practices in the industry. Information obtained shall not be used for purposes other than the audit and its consequences.

These audits carried out by the Customer shall not reduce the Supplier's contractual liability in any way whatsoever, for example regarding the extent of the Supplier's own required quality controls, and further they shall not affect the Customer's right to subsequently refuse all or part of the Supply on delivery. The Supplier shall provide to the Customer all assistance required to carry out such audits.

Article 17 - LIABILITY AND INSURANCE

17.1 - Liability

Each party shall be liable for any damage that it or its employees, representatives and/or Subcontractors causes to the other party or to a third party in relation to the Supply and/or arising in connection with the performance of the Contract. Such party shall indemnify and hold the other party and its insurers harmless against any such damage, cost and/or liability that the other party may suffer.

17.2 - Insurance

The Supplier and its Subcontractors shall take out and maintain in force and effect the following insurance policies, at their own expense and throughout the entire period of performance of the Contract including any extension thereof:

(a) **Workers' Compensation and Employers' Liability**

For all its employees engaged in performing the Supply, workers' compensation and employers' liability insurance or similar social insurance in accordance with applicable Law which may be applicable to those employees.

(b) **Comprehensive General Liability**

Its normal and customary comprehensive general liability insurance coverage and policy limits or at least \$1,000,000.00, whichever is greater, providing coverage for injury, death or property damage resulting from each occurrence.

(c) **Automobile Liability**

Automobile liability insurance covering owned, non-owned and rented automotive equipment with policy limits of at least \$500,000.00 coverage for injury, death, or property damage resulting from each accident.

(d) **Additional Insured and Waiver of Subrogation**

Notwithstanding any provision in these Conditions to the contrary, Supplier's insurance policy (ies) described in this Article 17.2 above shall: (1) cover Customer as additional insured to the extent of Supplier's indemnification responsibilities set forth in Article 17.2; and (2) be primary as to all other policies (including any deductibles or self-insured retentions) and self insurance which may provide coverage. It is further agreed that Supplier and its insurer(s) providing coverage in this Article 17.1 shall waive all rights of subrogation and/or contribution against Customer and Affiliates to the extent liabilities are assumed by Supplier.

(f) **Insurance Supporting Indemnity**

It is further expressly agreed that Supplier's insurance shall apply to Supplier's indemnity and defense obligations under these Conditions.

Customer Alternatives. As an alternative and at Customer's option and expense, Customer may elect to furnish or to arrange for Supplier all or any part of the insurance required in this Article 17. If Customer elects this alternative, it shall so state in a notice to Supplier, and the Supplier's compensation shall be reduced by an amount equal to the Supplier's cost of the insurance.

As an alternative and at Customer's option and expense, Customer may elect to furnish or to arrange for Supplier the insurance that Supplier carries, or to assume the responsibility, for all or any part of the property specified in Article 17.2. If Customer elects this alternative, it shall so state in a notice to Supplier and the Supplier's compensation shall be reduced by an appropriate amount.

Before commencing performance of the Contract and at each insurance policy's renewal required throughout the duration of the Contract, the Supplier shall provide the Customer with all insurance

certificates issued by the Supplier's insurer or insurance broker certifying the existence, insured amounts, guarantees, duration and renewal dates of the policy or policies. These insurance certificates shall conform with the insurance certificate examples (if any) appended to the Contract.

Subcontractors' Insurance. Supplier shall require any Subcontractors to maintain normal and customary insurance, but shall not require Subcontractors to carry insurance that would duplicate the coverage of the insurance carried by Supplier or Customer or that would insure against liability waived by Customer. Upon request by Customer, Supplier shall have its Subcontractors furnish the same evidence of insurance required by Supplier.

None of the amounts set out above shall be construed or interpreted as limiting the Supplier's liability in any respect.

Article 18 - FORCE MAJEURE

None of the parties shall be deemed in breach of their contractual obligations to the extent that their non-performance is due to an event of force majeure as recognised by law and courts. Force majeure shall only relieve the affected party from its contractual obligations to the extent and for such period as the said party is prevented from performing those obligations. Each party shall bear its own expenses resulting from the occurrence of a force majeure event.

The party affected by an event of force majeure shall immediately notify the other party ("the Non-Defaulting Party") of the situation by fax confirmed by registered letter with receipt, supplying all necessary documentary evidence of the force majeure event. The Non-Defaulting Party shall have the right to verify the existence of the situation. The party invoking an event of force majeure shall make every effort to mitigate as far as possible any adverse effect arising from this situation.

In all events, strikes which are limited to the personnel of the Supplier or of its Subcontractors, shall not relieve the Supplier from its liability for late or impeded delivery and shall therefore not be deemed to be a force majeure event.

If the event the situation giving rise to an event of force majeure continues for longer than fifteen (15) consecutive calendar days, the Non Defaulting Party shall be entitled to terminate all or any part of the Contract immediately as of right and without compensation or other indemnity. The Supplier shall refund the Customer any and all amounts already paid in advance pursuant to the Contract to the extent such amounts do not correspond with Supply already delivered at the time of occurrence of the force majeure event.

Article 19 - ASSIGNMENT - SUBCONTRACTORS

19.1 – Assignment and Change of Control

The Supplier shall not assign the Contract to any third party, in whole or in part, without the prior written consent of the Customer. The Customer shall be entitled to assign all or part of the Contract to any legal entity of the Customer's group, as defined in Article 1, subject to a prior written information regarding such assignment being sent to the Supplier.

In the event of the Supplier merging with a company not controlled by the same company as the company controlling the Supplier, or in the event of a contribution in kind to a company which is not controlled by the company controlling the Supplier, or in the event of a change of control of the Supplier, the Supplier shall immediately notify the Customer thereof. For the purposes of this Article 19.1, control shall mean ownership or possession of more than fifty percent (50%) of the shares in the capital giving voting rights or the right to elect a majority of the board of directors of another company. Within thirty (30) calendar days following the sending of such notice, the Customer will be entitled to terminate the Contract, without any indemnity, subject to a two (2) months' prior written notice, all Orders under execution at the time of the termination being excluded from such termination.

Where the Contract is assigned by the Supplier to a third party, all the Customer's rights arising from the Contract, including the right to claim damages, shall be enforceable against such third party. Unless expressly stipulated to the contrary, the Supplier shall remain jointly and severally liable with the assignee towards the Customer for the full performance of the Contract.

19.2 - Subcontractors

Under no circumstances shall the manufacturing of the Supply to be performed in accordance with specifications of the Customer and the operations associated with such performance under the Contract be subcontracted or entrusted to any third party by the Supplier without the prior written consent of the Customer and the same shall only be so subcontracted subject to the condition that the Supplier and said third party both comply with all statutory provisions applicable.

In all cases, the Supplier shall remain solely liable for the proper performance of the entire Contract. The Supplier shall indemnify and hold the Customer harmless from and against any and all claims by the Supplier's Subcontractors or by the personnel of such Subcontractors.

Article 20 - TERMINATION

20.1 - Termination for non-performance

20.1.1 Either party shall be entitled to terminate as of right all or any part of the Contract in the event of breach of an obligation by the other party that is not remedied within fifteen (15) calendar days after receipt of a written notice to do so. In particular, the Customer shall be entitled to terminate all or any part of the Contract in the event of default or breach or failure relating to the quality, characteristics, manufacture or performance of the Supply.

20.1.2 The Customer shall be entitled to terminate all or any part of the Contract as of right and without prior notice, but only in the following situations: (i) in the event of repeated breaches by the Supplier or repeated defaults of the Supply set out in Article 20.1.1; or (ii) because of the Supplier's breach(es) of one or more rules concerning health, hygiene, safety, working conditions or environmental protection that may be detrimental to persons or property; or (iii) in the event the consequences of such breaches are irreparable, in particular in the event of non-compliance with Article 5.3 entitled "Compliance with deadlines and delivery times – Incentives", Article 6 "Registrations, Approvals, Authorisations" and Article 23 entitled "Confidentiality"; or (iv) in any other circumstance so provided for in the Contract.

In such cases, termination shall be effective immediately upon receipt by the Supplier of the notice of termination.

20.1.3 In the event of termination of all or any part of the Contract by the Customer, all payments already made and concerning any undelivered portion of the Supply shall be immediately refunded to the Customer.

The right of a party to terminate all or any part of the Contract is without prejudice to its rights to claim damages against the other Party.

20.2 - Termination at the initiative of the Customer

The Customer is entitled to terminate all or any part of the Contract at any time, subject to a thirty (30) calendar days prior notice (unless a different notice period is specified in the Contract) sent by registered letter with receipt to the Supplier, whereupon the Supplier shall from receipt of such notice immediately cease further performance of such all or any part of the Contract. Termination of the Contract in the aforementioned manner shall have the effect of terminating any Order Form outstanding or solely any Order Form as specified in the termination notice.

Following such termination the parties shall in good faith agree on a termination fee, which the Customer shall pay to the Supplier on the basis of justified costs reasonably and definitively incurred by the Supplier for the performance of any firm Order Forms which have been affected by such termination.

This termination fee shall be a lump sum and shall cover any damages. Furthermore, the Supplier shall waive any right of recourse against the Customer for any amount in addition to such fee.

20.3 - Termination in the event of insolvency

Unless contrary to any statutory provision, the Customer shall be entitled to terminate the Contract as of right and without formal notice in the event the Supplier has a petition for its winding up

presented or advertised, calls a meeting with a view to going into liquidation, or otherwise enters into liquidation or has a petition presented for appointment of any administrator in respect of the Suppliers business.

Article 21 - INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

21.1 - Intellectual property rights

21.1.1 Specific/ Bespoke elements

In consideration for the remuneration included in the price specified in the Contract, the Supplier shall assign to the Customer, and warrants the assignment by its personnel, its Subcontractors (if any) and their personnel, of all intellectual property rights pertaining to any specific elements prepared by the Supplier or any Subcontractor to meet the Customer's specifications, including but not limited to plans, studies, models, designs and drawings, user guides, technical documentation, manuals, and documents (hereinafter referred to as the "Specific Elements").

This assignment shall be exclusive and shall include all rights to exploit such Specific Elements: the rights of reproduction, representation, translation, adaptation and sale, on all media and for all forms of use and exploitation. This assignment shall be made for the whole duration of the intellectual property rights, for all countries and in all languages.

This assignment of intellectual property rights shall occur as and when such Specific Elements are created.

21.1.2 Standard elements

To the extent that the Supply contains standard elements (including but not limited to plans, manuals or brochures, documents, standard software included in or incidental to the Supply) subject to intellectual property rights and delivered by the Supplier to the Customer for using the Supply, in consideration for the remuneration included in the price specified in the Contract, the Supplier grants to the Customer and to third parties acting on behalf of the Customer, a personal and non-exclusive right to use, reproduce, represent, translate and adapt such standard elements for the needs of the Customer. This right shall be granted without additional cost for the entire duration of the applicable intellectual property right protection, for all countries and for all media.

In case of transfer by the Customer of the Supply to a third party, the above right to use such standard elements shall be transferred by the Customer to said third party without additional cost.

21.2 - Infringement of intellectual property rights

The Supplier declares that all intellectual property rights relating to the Supply are either the exclusive ownership of the Supplier or subject to a licence granted to the Supplier by a third party owning these intellectual property rights, under conditions allowing the Customer to freely use and/or transfer the Supply.

Consequently, the Supplier shall indemnify and hold harmless the Customer against any and all claims, costs, damages, expenses or legal action by third parties arising out of or in connection with any infringement of their intellectual property rights. This warranty shall not apply if the Supplier can prove that the infringement alleged is attributable to the Client.

In the event of a risk of a claim or legal action, the Supplier shall take all steps necessary to ensure that the risk of infringement is eliminated, shall inform the Customer thereof and shall take into account the Customer's business constraints.

If an allegation is made that the Customer may not use the Supply without infringing a third party's intellectual property right, the Supplier shall, at its own costs and at the sole option of the Customer, either replace or modify the Supply in respect of which such allegation is made, in such a way so that the infringement of intellectual property rights no longer exist in accordance with the specifications set out in the Contract. Such replacement or modification shall be performed within the periods compatible with the requirements of the Customer. Failing such replacement or modification, the Supplier shall refund to the Customer the price of the Supply. The above provisions do not affect the Customer's right to claim damages against the Supplier.

Article 22 - FUNDAMENTAL PRINCIPLES OF PURCHASING (FPP) AND ANTI-CORRUPTION UNDERTAKINGS

22.1 Fundamental Principles of Purchasing (FPP)

The Supplier undertakes to acquaint itself and to comply and cause its Subcontractors (if any) to comply with the Fundamental Principles of Purchasing (FPP) set out in the Attachment to the GTCP entitled "Fundamental Principles of Purchasing".

22.2 Anti-Corruption undertakings

The Supplier shall acquaint itself and comply with the provisions of anti-corruption pursuant to Attachment "Anti-corruption undertakings". The Supplier shall also ensure that its Subcontractors comply with the same.

Article 23 - CONFIDENTIALITY

Any information provided by the Customer to the Supplier in connection with the performance of the Contract and all elements, including all statements, studies and other documents, issued by the Supplier in connection with the performance of the Contract shall be treated as confidential by the Supplier.

Furthermore, any and all information the Supplier may acquire in connection with the performance of the Contract, including but not limited to any information concerning the Customer's organisation, business activities or financial results, shall be treated as confidential by the Supplier.

The Supplier shall be entitled to use the information and/or elements referred to above only for the performance of the Contract and shall not disclose the same to any third party nor to any personnel of the Supplier other than to those who are involved in the performance of the Contract. This paragraph shall not apply to the extent disclosure is mandatory by virtue of any statutory or judicial obligations.

The Supplier undertakes to comply with these obligations of non-use and of confidentiality and shall cause that its personnel and its Subcontractors comply with the same, throughout the duration of the Contract and for a further period of five (5) years after the termination of the Contract.

The Supplier shall however not be liable for the disclosure of information to the extent that such information is already in the public domain or has been legitimately obtained from other sources.

The Supplier shall, at the end of the Contract, regardless of the reason, return to the Customer the information and data, and all copies of the same, which the Supplier may have in connection with the performance of the Contract or, at the Customer's written request, shall destroy the confidential information and data.

Article 24 - REFERENCE TO THE CUSTOMER'S BRANDS AND TRADE NAMES

The Supplier shall not be entitled to use nor refer to the business names, trademarks or logos of the Customer's group without the prior written consent of the Customer.

Article 25 - APPLICABLE LAW AND JURISDICTION

The validity, interpretation and construction of these Conditions shall be governed by and construed in accordance with the Law of the Commonwealth of Puerto Rico. Supplier and Customer hereby acknowledge and submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Puerto Rico.

Article 26 - MISCELLANEOUS PROVISIONS

26.1 - Independence of the parties

This Contract has been concluded between independent parties and none of its provisions shall be interpreted as giving the right or mandate to either party to act on behalf of the other party nor as implying any association, agency, partnership or society between them.

26.2 - Severability.

If any provision or portion of these Conditions incorporating these Conditions shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of Law, that provision or portion of these Conditions shall be deemed omitted and the remaining provisions shall remain in full force and effect.

26.3 - Partial invalidity

Should any provision of the Contract be or become invalid or unenforceable under any law, regulations or court decision, such provision shall be considered as not written. All other provisions of the Contract shall, however, remain valid.

26.4 - Waiver

The waiver by either party of a breach of any of the provisions of the Contract shall not be construed as a waiver of any further breach of the same or other provisions, nor shall any delay or omission by either party to exercise any right herein operate as a waiver of any breach by such party.

26.5 - Surviving Provisions

The provisions of articles 3.2, 9, 13, 15, 21, 23, 24, 25, 26, and any other provision of these GTCP which is intended to apply after termination of the Contract shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue and thereafter remain in full force and effect.

26.6 - Compensation

The Customer shall be entitled to set-off any sum owed by the Supplier for whatever reason against any sum owed by the Customer to the Supplier in connection with the purchase of the Supply.

26.7 – Orders; Exhibits

The Supplier shall describe the Supply required by Customer in Orders, which will become subject to and made a part of this GTCP when signed by both parties.

All attachments to this GTCP and each Order are incorporated by reference to this GTCP as if set forth in full herein. Any conflict or inconsistency between the terms of this GTCP and those of any Order will be resolved in favor of this GTCP unless otherwise expressly set forth as a special provision in the applicable Order.

Compliance with these laws and principles may be audited.

ATTACHMENT

Anti-Corruption undertakings

DEFINITIONS

“Public Official” means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; and any official, employee or agent of any public international organization.

“Close Family Member of a Public Official” means a husband/spouse or partner, one of his/her children, siblings or parents; the husband/spouse or partner of his/her children or siblings; or any household member.

PREVENTION OF CORRUPTION

In recognition of the principles enshrined in the pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the Contract and any other anti-corruption laws otherwise applicable to the parties or their ultimate parent company,

1 – The Supplier, in respect of the Contract and the matters that are the subject of the Contract, warrants that neither it nor to its knowledge anyone on its behalf, has made or offered nor will make or offer any payment, gift, or promise or give any advantage, whether directly or through an intermediary, to or for the use of any Public Official, where such payment, gift, promise or advantage would be for purposes of:

- (i) influencing any act or decision of such Public Official;
- (ii) inducing such Public Official to do or omit to do any act in violation of his or her lawful duties;
- (iii) securing any improper advantage; or
- (iv) inducing such Public Official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

2 - The Supplier, in respect of the Contract and the matters that are the subject of the Contract, warrants that it has not made or offered and will not make or offer any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person (other than a Public Official) insofar as such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities under the Contract.

3 - The Supplier shall cause Supplier’s personnel and Subcontractors to comply with the obligations set forth in this Attachment and to warrant the same under the terms of their agreements with any Subcontractors. In particular, the Supplier shall perform compliance due diligences on all major Subcontractors in order to ensure that they shall act in strict compliance with the anti-corruption laws applicable, conducting appropriate investigations. The Customer reserves the right to request proof of and/or documentation relating to such due diligences.

4 - All financial settlements, billings and reports rendered to the Customer shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Contract. The Supplier also shall maintain adequate internal controls to ensure that all payments made in performance of the Contract are authorized and in compliance with the Contract. The Customer reserves the right to perform itself or through a duly authorized representative, pursuant to Article “Audits”, audits at Supplier’s premises of all payments made by or on behalf of the Supplier for Supply defined in the Contract. The Supplier agrees to cooperate fully in any such audit, including by making the relevant books and records available to the Customer or its duly authorized representative and by answering any

relevant questions that the Customer may have relating to the Supplier's performance under this Contract.

5 - All payments by the Customer to the Supplier shall be made in accordance with the terms of payment specified in Articles "Prices" and "Invoicing and payment terms" of the Contract. The payment indications notified in the Supplier's invoices shall be deemed to constitute a representation and warranty by the Supplier that the bank account so notified is owned solely by the Supplier and that no person other than the Supplier has any ownership of or interest in such account.

6 – The Supplier represents and warrants that no Public Official or Close family member of a Public Official owns or possesses, directly or indirectly, shares or any other beneficial interest in the Supplier (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of the Supplier, except for any ownership, interest or position that the Supplier has disclosed to the Customer in writing. The foregoing representation and warranty will continue so long as this Contract remains in effect. The Supplier agrees to notify The Customer promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if a Public Official or Close family member of a Public Official owns or acquires, directly or indirectly, shares or any other beneficial interest in the Supplier, or is or becomes a director, officer or agent of the Supplier, the Supplier shall take appropriate steps to ensure that such Public Official or Close family member of a Public Official avoids any conflict of interest, complies with the legislation applicable in accordance with the place of performance of the Contract prohibiting conflicts of interest on the part of Public Officials and complies with the anti-corruption provisions described in this Attachment.

6.bis - Notwithstanding the above, the parties accept and acknowledge that, in the event any Supplier or Subcontractor is owned in part by a State owned company or may, whether now or in the future, be considered as a governmental entity or quasi-governmental entity at law, it is possible that a Public Official may serve as a director, officer or employee of such Supplier or Subcontractor or its subsidiaries. In such event, the parties agree that, the Supplier or such Subcontractor may have one or more directors, officers or employees who qualify as Public Officials, provided that:

- (i) the Public Official is occupying such position within the Supplier or Subcontractor fully in accordance with laws that are attributable to such party and as may be required there-under;
- (ii) the Public Official's appointment as a director, officer or employee of the Supplier or Subcontractor is reviewed and approved by the State owned company;
- (iii) any payment to or on behalf of the Public Official is reviewed and approved by the State owned company and does not exceed the remuneration that would be reasonable for a person serving in that particular position within the Supplier or Subcontractor; and
- (iv) such remuneration is fully consistent with applicable laws and the matters that are the subject of the Contract and is not made to influence any official act, decision or omission of such Public Official or reward the Public Official in respect of any of the same that may have been taken in the past.

7 –Without prejudice to any other rights or remedies, the Customer otherwise may have hereunder or at law, including but not limited to damages for breach of the Contract, if any of the undertakings or requirements of this Attachment have not been complied with or fulfilled by the Supplier in any material respect, the Customer shall have the right:

- (i) to suspend payment and/or require reimbursement of any advance payment made under the Contract, and/or
- (ii) to suspend and/or terminate the Contract for Supplier's default with immediate effect pursuant to paragraph 20.1.2 of Article 20 "Termination for non-performance".

ATTACHMENT

Fundamental Principles of Purchasing (FPP)

In accordance with the fundamental principles set out in particular in the United Nations Universal Declaration of Human Rights, the Conventions of the International Labor Organization, the United Nations Global Compact, and the OECD Guidelines for Multinational companies, suppliers are required to comply with - and to make sure that their own suppliers and subcontractors comply with – current laws, as well as principles equivalent to those defined below.

- **Respecting human rights at work :**
 - Ensure that working conditions and remuneration of workers preserve human dignity and are consistent with fundamental principles defined and protected by the Universal Declaration of Human Rights, by the fundamental principles of the International Labor Organization, and in particular with rules relating to the prohibition of forced labor and child labor, workplace safety, the establishment of an employment contract, working time, rest and parental leave, treatment of discrimination and harassment at the workplace, freedom of speech, association and collective bargaining, freedom of thought, conscience and religion;
 - Improve their standards and procedures concerning human rights at work.
- **Protecting health, safety, and security :**
 - Perform risk analysis and assessments in these areas and implement appropriate means to prevent those risks;
 - Establish a system for monitoring events that occurred in these areas.
- **Preserving the environment :**
 - Implement an appropriate environment risk management system, in order to identify and control the environmental impact of activities, products or services, to continuously improve environmental performance, and to implement a systematic approach to define environmental objectives, achieve them and demonstrate that they have been achieved;
 - Undertake the improvements needed for protecting the environment;
 - Limit the impact of industrial activities on the environment.
- **Preventing corruption, conflict of interests, and fighting against fraud :**
 - Fight against fraud;
 - Prevent and ban any form of corruption: active or passive, private or public, direct or indirect;
 - Avoid conflicts of interest, in particular when personal interests may influence professional interests.
- **Respecting the competition law :**
 - Comply with the applicable competition law.
- **Promoting economic and social development**
 - Create a climate of trust with stakeholders, engaging in a dialogue with local communities, promoting local sustainable development initiatives, and giving local companies the opportunity to develop their business.

Compliance with these laws and principles may be audited.

For the SUPPLIER
(Company stamp, date, name and signature)