

SIMPLIFIED GENERAL TERMS AND CONDITIONS OF PURCHASE Edition 2018



ARTICLE 1 PURPOSE

These simplified general terms and conditions of purchase («SGTCP») define the general provisions applicable to the conclusion and performance of orders placed by any French legal entity of the Orano Group (hereinafter the "Purchaser") with the Supplier as defined in the order for the Services (which shall mean any provision of services of any kind whatsoever and/or any work carried out by the Supplier as stipulated in the order), and for Supplies (which shall mean any equipment, physical goods and any deliverables ordered by the Purchaser from the Supplier, as defined in an order.)

The SGTCP shall apply to any amendments to the order.

The Purchaser and the Supplier are hereinafter referred to as "The Party" and collectively the "Parties".

ARTICLE 2 ORDER

The issuance of an order by the Purchaser closes the negotiations, during which the Parties have examined, discussed and agreed on the entire content of the order and, in particular, on all the business terms and technical specifications. The Parties are deemed to have entered into an agreement upon the day the Purchaser receives the acceptance of the order from the Supplier without any reservations.

Prior to agreeing to an order, the Supplier shall verify the information and data included in the documents the Supplier receives from the Purchaser and shall, with the prior consent of the Purchaser, take any corrective measure which may be necessary pursuant to the Supplier's obligation to advise.

Unless stipulated otherwise in the special conditions, the Supplier shall send no later than fifteen (15) calendar days after receiving the order (sent by the Purchaser via email or mail) a signed copy of the order as acknowledgment.

This period is reduced to five (5) business days for orders concerning stored standard Supplies (raw materials, spare parts, consumables, personal protective equipment).

Should the Purchaser not receive a copy of the signed order within the period stipulated hereinabove then (i) any commencement of performance of the order by the Supplier constitutes full acceptance of the order by the Supplier; or (ii), in the absence of such a commencement of performance by the Supplier, the order shall be considered null and void.

ARTICLE 3 APPLICABLE DOCUMENTS

The documents constitutive of the order, in addition to these SGTCP, are mentioned in the order and form an integral part thereof, to the exclusion of any other. Thus, any document issued by the Supplier, at any time, including, those subsequent to the order (such as, without limitation, terms and conditions attached to delivery note, invoice, etc.) shall not be of any force nor effect unless expressly accepted in writing by the Purchaser.

Any provision with regards to retention of title which would appear on any of the Supplier's documents shall be null and void.

The order is composed of, but not limited to: the special conditions, along with all Annexes attached to the order and any document referenced therein; if applicable, the technical specification and/or scope of work; the copy of any applicable site regulation(s), as provided by the Purchaser, which the Supplier acknowledges to be aware of; the SGTCP; the Orano Group's Ethic code; the Orano group's Sustainable Development Commitment.

In the event of any discrepancy or contradiction between the provisions of one or more contractual documents, the order of precedence set forth in the order shall apply, or in the absence of such, the order set forth hereinabove shall apply. The breach of this clause by the Supplier shall entitle the Purchaser to terminate the order in accordance with Article 16.

ARTICLE 4 AMENDMENT OF THE ORDER

The Supplier cannot amend the order without the Purchaser's prior written consent.

During performance of the order, the Purchaser is entitled to vary the scope and conditions of performance of the Services and/or delivery of Supplies.

The Supplier undertakes to carry out such variation, after the Parties mutually agree on any consequences of these amendments, in particular on timescales and prices relating thereto. To meet this objective, the Supplier shall provide the Purchaser with all the necessary information and any quotation as may be requested, to amend the order.

ARTICLE 5 SUPPLIER'S OBLIGATIONS

The Supplier, in its capacity as a professional, is bound by an obligation of result ("obligation de résultat") based on the full and total performance of the order, and the Supplier shall warn the Purchaser against the consequences of the decisions the Supplier may lead the Purchaser to take and draw its attention to any identified risks of any kind related to performance of the order. The Supplier shall advise and inform the Purchaser, from time to time in the course of the performance of the order of any relevant comments on all documents received from the Purchaser and of any information likely to have an impact on the due performance of the order. The Supplier shall suggest any process or solution useful to properly perform the order. The Supplier shall deliver Supplies, free of any ownership or property rights or liens of any nature and unencumbered and that the products (substances, combinations or articles) supplied or used in respect of the order comply with the clauses of the REACH Regulation (EC regulation No. 1907/2006) and that it will send the Purchaser evidence of this compliance.

ARTICLE 6 GENERAL CONDITIONS OF PERFORMANCE

6.1 MONITORING THE PERFORMANCE

6.1.1 CONTRACTUAL LEAD TIMES

The lead times stipulated in the order are mandatory.

6.1.2 PENALTIES

The penalties act as deterrent and are not compensatory damages. Under no circumstance the penalties shall be considered as a waiver or a limit to the Purchaser's remedies such as to prevent the Purchaser from terminating the order and/or claiming compensation for any damage suffered. Should the Purchaser terminate the order, the penalties shall accrue until termination date as stated in the notification letter.

Should the penalties apply, the amount of such shall be offset against payment due to the Supplier, non-exclusive of the Purchaser's remedy for any shortfall in the sums due in respect of such payments.

In addition, this article does not relieve the Supplier from performing and supplying the Service(s), the Supply(ies) and/or the Work in accordance with the provisions of the Order.

6.1.2.1 PENALTIES FOR DELAY

Failure to comply with the contractual lead times and/or the delivery dates shall entail the application of delay penalties as stipulated in the special conditions and according to the terms and conditions set out therein, without any notification or prior warning as the sole expiry of the relevant date is enough. When the special conditions do not provide any provision, then, the applicable delay penalties are as follows:

$$V \times D / 500$$

V = value of the Services and/or the Supplies;

D = number of days of delay.

The Purchaser reserves all its rights to cancel all or part of the delayed order and thus to refuse any delivery not made on time; the Supplier shall, therefore, bear all consequences, direct or indirect such as, but not limited to, financial, customs, economic, technical, natural, legal, etc. and to indemnify the Purchaser accordingly.

6.1.2.2 PENALTIES FOR FAILURE TO ACHIEVE REQUIREMENTS

The special conditions may contain penalties should the Supplier fail to achieve the requirements of the order.

6.1.3 DELIVERY PLACE

The special conditions of the order shall stipulate the conditions and delivery location of the Services and/or the Supplies and the Incoterm (ICC 2010) (if applicable) together with the number and format of the expected deliverables. If not stipulated in the special conditions, the delivery shall be made to the Purchaser's premises and the Supplies shall be packed in an appropriate

**SIMPLIFIED GENERAL TERMS AND CONDITIONS OF
PURCHASE
Edition 2018**



and satisfactory manner under the Supplier's responsibility whom shall bear any damage or loss. The Supplier shall be in charge with the customs clearance when necessary.

Any delivery shall come along with a delivery note signed by both Parties which will thereby set the delivery date. The delivery note would have to give the reference number of the order and detail the quantities of the Supplies ordered. If such requirements are missing, the Supplies shall not be accepted. Signature of the delivery note by the Purchaser shall not be deemed to evidence anything else other than the physical delivery and the visible good state of the Supplies. Such signature shall not be regarded, in any case, as an acknowledgment of the Supplies' and/or Services' conformity with the specifications of the order; the Purchaser reserves the right, upon unpacking or thereafter, to notify the Supplier within the legal timeframes available to him of any loss, damage or non-conformity the Purchaser may suffer regarding the Supplies.

6.1.4 CLAIMS

Notwithstanding any provision to the contrary, it is expressly understood that the Supplier irrevocably waives any claim, right or action against the Purchaser relating to the performance of an order which would be formulated more than twelve (12) months from the performance, or the acceptance, of the Supplies and/or the Services.

6.2 AUDIT

The Purchaser may at any time carry out (on its own behalf and at its own expense or on behalf of its client, subject to special conditions as they may agree) an audit of the resources and tools allocated by the Supplier to perform the order (such an audit may focus, for instance, on the compliance of the Supplier with its contractual obligations).

ARTICLE 7 FINANCIAL CLAUSES

7.1 PRICE – REMUNERATION

The prices and total amount indicated on the order are net, all-inclusive, final and non-revisable and expressed in the currency stated in the special conditions.

7.2 ADVANCE-DOWN PAYMENT

The order shall not give rise to the payment of any advance or down payment.

7.3 INVOICING

All invoices shall be created in the name of the Purchaser and addressed to the invoicing department stipulated in the special conditions.

Invoices shall be sent in one copy. Invoices must state the order reference, and be accompanied by all necessary supporting documents as stipulated in the special conditions and must comply with Article L 441-3 of the French Commercial Code.

Moreover, the invoice shall state the net weight of each Supply delivered (free of any packaging).

In the event the Parties do not agree on the amount of an invoice, payment will be made on the basis of sums uncontested by the Parties.

7.4 TAXES

The applicable VAT is added at the time required according to the law applicable. The amount of VAT to be paid by the Purchaser will be indicated separately on the invoices.

The Supplier bears all costs relating to the rights, duties, taxes, royalties and deductions for which it is liable.

7.5 PAYMENTS

Each payment is subject to the Supplier's compliant performance of the requirements of the order to which it is obliged and to the emission of an invoice which conforms to the legal requirements in force.

Payments are made sixty (60) days at the latest from the date of the sending of a valid invoice,

Payment of periodic invoices is made forty-five (45) days at the latest from the date of the sending of a valid invoice, subject to the full performance of the conditions of the order.

The invoice will be deemed invalid if the period between its issue date and date of reception by the Purchaser is more than five (5) calendar days

The Purchaser reserves the option of automatically offsetting debts that it may have against the Supplier against the sums that the Purchaser may owe to the Supplier at the time the order is

performed, whether or not the conditions for legal compensation are fulfilled.

7.6 INTEREST AND INDEMNITIES FOR LATE PAYMENT

If the Purchaser fails to make a payment by the due date and such failure is not due to a total or partial non-performance of its obligations by the Supplier or due to the implementation of the compensation schemes by the Purchaser, then the Supplier may apply interest for late payment. Interest on any overdue amount will accrue each day at the rate of three (3) times the daily legal French interest rate from the due date until full payment of the overdue sum.

The Supplier is also entitled to a lump sum compensation for recovery costs, the amount of which is determined by French applicable law.

Should such recovery costs happen to be higher than the amount determined under French applicable law, then the Supplier shall be entitled, upon supporting documents, to charge the Purchaser with a further compensation.

ARTICLE 8 ACCEPTANCE OF THE SUPPLIES AND SERVICES

8.1 PRINCIPLE

The acceptance specific terms and conditions, in particular the period, shall be stipulated in the special conditions of the order and shall not be constitutive of a competition restrictive practice pursuant to Article L. 442-6 of the French Commercial Code. If the acceptance period is not stipulated in the special conditions, then the acceptance period shall be set in accordance with business best practice and cannot exceed thirty (30) days starting from fulfillment of the Service and/or delivery of the Supply. An acceptance certificate shall be signed by the Purchaser and initialed by the Supplier.

The Purchaser reserves the right to grant acceptance with reservations which shall be mentioned in the acceptance reservations certificate. The Supplier shall remedy the non-conformities at its own cost within the time periods indicated by the Purchaser. The non-conformity of the Services or the Supply with the totality of the stipulations of the order shall entitle the Purchaser to claim damages and interest and to terminate the order within the conditions of article 16. In this case, all sums already paid by the Purchaser shall be reimbursed immediately by the Supplier.

8.2 CONSEQUENCE OF ACCEPTANCE

8.2.1 START OF WARRANTY

The warranty for the Services and/or Supplies starts on the date of final acceptance according to the above conditions, or in the absence of any acceptance procedure, it starts from the delivery note for the Supplies in accordance with the conditions below.

8.2.2 TITLE AND RISKS

Transfer of title takes place upon delivery.

Transfer of the risks relating to the Services and/or Supplies pass to the Purchaser on the effective acceptance date as stated in the effective certificate or failing this at the end of the thirty (30) day period referred to in Article 8.1 "Terms" above.

When the Purchaser grants reservations on the Supplies and/or Services, which prevent the Purchaser from using the Supplies and/or Services under normal conditions of use, the transfer of risks is postponed until the reservations are corrected and have been validated by the Purchaser, no matter if the Purchaser had to use the Supplies and/or Services in the meantime.

ARTICLE 9 WARRANTY

The Supply shall be carried out in accordance with best practice and current laws, regulations and norms and standards, and be delivered in accordance with the order's requirements and specifications.

Unless otherwise stipulated in the special conditions, the Supplier warrants conformity of its Services and/or Supplies, as provided by the order, for the time period stipulated in the special conditions, or (in default of such stipulation) for twenty-four (24) months from the date of final acceptance of the Services and/or Supplies by the Purchaser or if acceptance is not necessary, at the date of effective delivery to the Purchaser. In the case of acceptance with reservations, the time period of

**SIMPLIFIED GENERAL TERMS AND CONDITIONS OF
PURCHASE
Edition 2018**



the warranty shall commence at the date the reserves are withdrawn.

Under the warranty, and in the absence of express waiver by the Purchaser, the Supplier is obliged to effect at its own costs (handling, transport, moving) and within the shortest feasible time (or in any case by the date specified by the Purchaser) all replacement, repair, correction, modification, update and adjustment necessary, staff, travelling and accommodation expenses as other costs necessary to the attainment or the maintenance of the specifications, performance and results specified in the order, and to replace or repair free of charge the materials, devices and parts constituting a defect so as to render them unsuitable for use, or of a nature to compromise the quote or the duration of their use. If it is proven that the defect originates from a material, design or manufacture likely to be repeated, the Supplier shall replace or modify at its own expense all the identical parts or elements on other equipment subject to the order, even if these have not produced any incident.

ARTICLE 10 LIABILITY - INSURANCE

10.1 SUPPLIER'S LIABILITY

The Supplier shall be liable for and shall indemnify the Purchaser against, all and any claims, demands, actions, damages, losses, costs or expenses, of any kind whatsoever, which it may, as well as its officers, directors, agents, representatives, employees, subcontractors, suppliers, manufacturers or service providers may cause, to the Purchaser, or to the Purchaser's goods arising out of, or in connection with the order.

10.2 CIVIL NUCLEAR LIABILITY

When the Purchaser is acting as an operator of a nuclear installation, the Purchaser is liable for all nuclear damage to persons or property caused by a nuclear incident which arising out of Purchaser's installation as specified in Articles L. 597-1 and seq. of the French Environment Code or any other subsequent amending clauses, enacting in French law the current Paris Convention regarding civil liability in the field of nuclear energy. The Purchaser's liability as a nuclear operator shall not apply to the nuclear installation itself and any other nuclear installation, including a nuclear installation under construction, on the site where that installation is located; and any property on that same site which is used or to be used in connection with any such installation.

Furthermore in the case of nuclear accident caused intentionally or by the Supplier's gross negligence, the Purchaser shall have recourse against the Supplier, for 20% of the amount of the Order, excluding taxes, with a maximum of one million (1,000,000) Euros

10.3 INSURANCE

The Supplier shall take out and maintain the necessary valid insurance policies to cover the risks and liabilities to which it is exposed, pursuant to both the applicable law and regulation and its contractual commitments.

Prior to the order, and thereafter each year, the Supplier shall produce the civil liability insurance certificates, issued by its insurance company, not more than six (6) months old..

ARTICLE 11 INTUITU PERSONAE - SUBCONTRACTING

11.1 TRANSFER - ASSIGNMENT

Subject to early termination, and without affecting any other right or remedy available to the Purchaser, the Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate or deal in any other manner with its capacity as a Party or any of its rights and obligations under the order (or part thereof), including (but not limited to) transfer in the context of merger, demerger or assignment of assets, without the prior written consent of the Purchaser.

Any change in the direct or indirect control of the Supplier's share capital shall be deemed constitutive of an assignment of the order.

In the event the above written consent of the Purchaser is given, such assignment shall only take effect after the signing of an amendment to the order, and provided that the Supplier remains

personally liable for the full performance of the order until the effective assignment date.

11.2 SUBCONTRACTING

The Supplier shall not be entitled to subcontract all of its contractual obligations.

However, the Supplier may subcontract, and its subcontractor may subcontract as well, a portion of the Services provided that (i) the Supplier has first obtained from the Purchaser prior written consent for it to subcontract and (ii) that the person of the subcontractor and its payment terms have been approved by the Purchaser in accordance with the Law No. 75-1334 dated December 31, 1975 relating to subcontracting process. When subcontracting is approved by the Purchaser, the Supplier remains fully responsible and liable for the performance of the order.

ARTICLE 12 CONFIDENTIALITY

Except with the prior written consent of the Purchaser, any document, data, information disclosed, directly or indirectly, before, on or after the placing date of an order, whatsoever its object (technical, scientific, industrial, financial, commercial, legal, etc), its nature (know-how, methods, process, etc), its form (written, printed, IT, electronic, etc) or its means of transmission (orally, written, electronic, visual, etc), and especially those related to the Purchaser, its subsidiaries, their technology and their activity, as well as any document forming part of the order or those handed over to this end, any amendment thereto and those explicitly submitted by the Purchaser with restricted disclosure ("Confidential Information"), shall not, at any time during the order, be, either in full or in part, disclosed, communicated, reproduced, scanned, digitized, stored, archived, saved, exploited, used, adapted, modified, transferred or kept by the Supplier. Their use by the Supplier shall be strictly limited to the requirements of the performance of the order. The Supplier undertakes to return and/or destroy, at its own expense, and to certify in writing having returned and/or destroyed all Confidential Information.

The obligations provided for in this Article shall survive the expiry or termination of the order, irrespective of the cause, as long as the relevant Confidential Information has not become public, particularly due to any default, tort, negligence of the Supplier or of a third party recipient of the Confidential Information and/or due to a breach of the Supplier's obligations.

ARTICLE 13 INTELLECTUAL PROPERTY

Except as otherwise provided for in the special conditions, the Supplier assigns exclusively to the Purchaser the entirety of the Results (which means all and any knowledge, whether patentable or not, methods, know-how, documents, files, reports, studies, plans, models, drawings, whatsoever the form or support, created or generated during the performance of the order) and the intellectual property rights attached thereto gradually, in particular the right, for itself or through third parties, to reproduce, duplicate, print, digitize, record, translate, adapt, integrate, arrange, update, supplement, modify correct, transform, publish, broadcast, edit, republish, represent, display, display, broadcast, exploit.

The order price includes the lump-sum payment for the transfer of the Results and intellectual property rights attached thereto from the Supplier to the Purchaser.

The Supplier having assigned the intellectual property rights of the Results to the Purchaser, the Supplier undertakes not to claim any right over those Results, not to limit, restrain or otherwise hinder in any manner the use and/or exploitation of the Results by the Purchaser, in particular, by an intellectual property right, and confirm not to benefit from any license or right of use in relation to the Results.

The Purchaser will therefore be free to use and/or exploit the Results as it sees fit throughout the world and for as long as the legal protection measures are to be implemented in connection with said Results, without any kind of limitation or restriction and will also consider whether or not the Results need legal protections.

The Supplier grants the Purchaser the access rights (licenses and use rights) to its background intellectual property necessary

SIMPLIFIED GENERAL TERMS AND CONDITIONS OF PURCHASE Edition 2018



to use and/or exploit the Results arising out of the execution of the order. These access rights shall be granted as long as necessary for the Purchaser to use and/or exploit the Results. The price paid to the Supplier for performing the order includes the granting price.

The Supplier warrants to the Purchaser that it is the owner or assignee of all the intellectual property rights attached to the Results, and that in the performance of the order, no rights (including intellectual property rights) of third parties, its personnel or any subcontractors have been infringed. The Supplier shall therefore indemnify the Purchaser against all liabilities, costs, expenses, damages, losses, claims and actions brought by the beneficiary of an intellectual property right, to indemnify the Purchaser against all costs, damages and expenses suffered or incurred by the Purchaser as a result of such action, litigation or claim and do its best to guarantee the Purchaser that it will implement its commitments and do nothing to prejudice the Purchaser's quiet use of the Supply. .

ARTICLE 14 FORCE MAJEURE

The Party relying on a force majeure event shall without delay notify the other Party of such event, by any means available, and confirmed it by registered letter with acknowledgment of receipt giving full particulars of the force majeure event, its nature, duration and foreseeable consequences on the performance of the order. The obligations of the Party temporarily prevented by a force majeure occurrence are suspended for the duration of the force majeure and shall resume upon the end of the force majeure. However, the Parties shall continue to perform the obligations not affected by the force majeure event. Should the performance of the order be suspended due to a force majeure event for more than sixty (60) consecutive days, either Party may notify the other by registered letter with acknowledgment of receipt of the immediate termination of all or part of the order, without any damages being due to either Party.

ARTICLE 15 SUSPENSION OF THE ORDER

The Purchaser may in the absence of administrative approval, or at its own convenience, decide to suspend performance of all or part of the order by written notification. The Purchaser shall not be liable to bear any responsibility, or to reimburse any costs or additional expenditures related to such suspension. If this suspension lasts for more than six (6) months, the Parties will meet to find a solution or to terminate the order.

The Purchaser shall notify in writing the Supplier of its decision to end the suspension period and that the order shall be fully performed

ARTICLE 16 TERMINATION

16.1 TERMINATION FOR CONVENIENCE

The Purchaser may, at any time, terminate the order either wholly or partially, at its own discretion and without formality, irrespective of any breach by the Supplier of its obligations. The termination shall be notified by registered letter with acknowledgement of receipt. This notification shall specify the effective date of the termination.

The Supplier may be entitled, upon supporting documents, to the payment of a compensation corresponding to the direct and certain damage and loss suffered by the Supplier provided that it shall not exceed four percent (4%) of the total amount (excluding tax) of the non-executed part of the order. The Supplier's compensation request shall no longer be admissible upon the effective termination date.

16.2 TERMINATION FOR CAUSE

Without any need of judicial decision and without prejudice to the penalties and damages available to the Purchaser, the Purchaser may in its own discretion terminate the order, in full or in part, by registered mail with acknowledgment of receipt, in the case of a breach of the Supplier of its contractual obligations, after written notice to remedy which remains without effect.

ARTICLE 17 REGULATION - CUSTOMS AUTHORIZATION

Pursuant to the traceability requirements resulting from the Purchaser's customs Authorization, such as "Authorized

Economic Operator" (AEO) or any equivalent status, the Supplier undertakes that it will provide the Purchaser with the following information.

17.1 FOR THE PURCHASE OF MATERIALS, EQUIPMENT, HARDWARE, TRANSPORT CROSSING A BORDER OUTSIDE THE EUROPEAN UNION:

The Supplier must evidence its AEO certification or any other equivalent status, and, specify its authorization number; and on the invoice mention its customs designation and the origin of the materials, equipment and hardware delivered.

Should the Supplier not be AEO certified, or not hold any equivalent status, it undertakes to send the Purchaser a security declaration duly completed and attached to the acknowledgment of receipt of the order.

If these documents are not provided, the Purchaser will be entitled at its own discretion to terminate the order forthwith for the Supplier's fault, after a ten (10) days written notice left without effect as provided in article 16.2.

17.2 FOR ON-SITE SERVICES:

If the Supplier is a service provider operating on the Purchaser's Site(s), and as such not part of an international logistics chain, it is not mandatory for it to sign a security declaration obliging it to abide by safety and security measures.

Nevertheless, the Supplier acknowledges having been informed by the Purchaser that the performance of the Services shall take place in premises subject to a safety-security requirement pursuant to the AEO authorization.

The Supplier shall abide by and adhere to and procure that its personnel and its subcontractors abide by and adhere to all the safety-security rules applicable on the Site(s), which have been communicated to it by the Purchaser.

ARTICLE 18 ANTI-BRIBERY

The Supplier represents and warrants that it is aware of: the French law relating to illicit payments and in particular anti-bribery, extortion, influence peddling or money laundering, and those relating to embargoes and economic sanctions; any and all similar laws and regulations which govern the order if the order is performed fully or partially outside of France (hereinafter referred to together as the "Anti-Bribery Laws").

The Supplier represents and warrants that on the effective date of the order, it and its personnel comply, and undertakes that they shall comply with the Anti-Bribery Laws.

The Supplier represents and warrants to the Purchaser that no sum (including fees, commissions or any other undue financial benefit) or any advantages (including but not limited to gifts, trips, meals or inappropriate entertainment) has been or will be directly or indirectly given/offered to an employee, director or company representative of the Purchaser or of an entity for obtaining the signature of an order or facilitating its performance. The Supplier undertakes that it shall inform the Purchaser as soon as possible, from the effective date of the order, of any event which impacts the representations and warranties defined in this article.

Furthermore, in order to comply with the Anti-Bribery Laws or the above representations, warranties and commitments, the Supplier agrees, upon request by the Purchaser and at any time during performance of its business activities related to the performance of the order, to open its accounting records, registers and other documentation relating to its commercial activities relating to the execution of the order, to an independent accounting firm appointed by the Purchaser. This accounting firm will only provide the Purchaser with information in case of any breach of the Anti-Bribery Laws or the representations, warranties and commitments contained in the present article. The Purchaser undertakes that it shall bear all the costs of the requested audit, unless the report reveals a breach of the Anti-Bribery Laws or the above representations, warranties and commitments, in which case the Supplier alone shall bear all the costs of such an audit.

The Supplier acknowledges that the Purchaser has executed the order based on the above representations, warranties and commitments. Accordingly, if the Purchaser notes after the results of the above audit, that the Supplier has taken or is likely

**SIMPLIFIED GENERAL TERMS AND CONDITIONS OF
PURCHASE
Edition 2018**



to take, in performing the order, a measure in breach of the Anti-Bribery Laws, it will be entitled to terminate the order by written notification, without legal formalities and with no compensation to the Supplier; it being understood that any sums due under the order on the termination date shall be payable. In the event of a breach by the Supplier, it shall become liable vis à vis of the Purchaser for any damages, including but not limited to any loss of earnings, commercial loss, loss of expected profits or damage to the brand image suffered by the Purchaser or an entity of the Orano's Group.

The Supplier represents having or undertaking to implement a compliance program adapted to its business and the specific risks to which it is exposed, to prevent practices of actions contrary to Anti-Bribery Laws and to promote integrity in its company. The Supplier undertakes that it shall maintain such program during the performance of the order and to regularly inform the Purchaser on its implementation.

ARTICLE 19 GOVERNING LAW - SETTLEMENT OF DISPUTES

19.1 GOVERNING LAW

The Order shall be governed by French law. The Vienna Convention dated April 11, 1980 related to Contracts for the International Sale of Goods is excluded.

19.2 DISPUTES RESOLUTION

19.2.1 –NEGOTIATION

In the event of any dispute or claim arising out of or relating to any provision of the order, including its validity, interpretation and/or performance, the Parties shall attempt to settle such dispute amicably.

19.2.2 – MEDIATION

If no amicable settlement is reached within forty-five (45) calendar days as of the first written claim sent by one of the Parties ("Negotiation Period"), the Parties agree to submit the dispute to mediation in accordance with the mediation rules of the Mediation and Arbitration Center of Paris (CMAP). Unless agreed otherwise by the Parties such mediation shall begin within fifteen (15) days as of the end of the Negotiation Period.

19.2.3 – JURISDICTION

If no settlement is reached within forty-five (45) calendar days as of the appointment date of the mediator or within any other period as the Parties may agree in writing ("Mediation Period"), then the dispute or claim shall be exclusively settled by the Courts in Paris, sole jurisdiction competent to hear any disputes arising out of or in connection with the order.

However, in respect of the Special Conditions, a foreign Supplier may agree with the Purchaser that if no settlement is reached within the Mediation Period, then the dispute or claim shall be finally settled according to the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these rules. The seat of arbitration shall then be set in a neutral country to both Parties.

ARTICLE 20 SURVIVAL OF CLAUSES

Claims, Liability, Warranties, Confidentiality, Intellectual Property, Applicable Law, Settlement of Disputes herein shall survive termination or expiration of the order for any reason whatsoever.

ARTICLE 21 MISCELLANEOUS

Any provision declared null and void under any applicable law or as a result of a court decision shall be inapplicable and replaced by a legal provision having a similar economic effect without affecting the validity of the other provisions.

The fact that the Purchaser does not require the strict application of any clause of these CGASs shall not, under any circumstances, be considered as a waiver nor shall it prevent or restrict the Purchaser the further application of that clause.