

1 – GENERAL PROVISIONS

The General Terms and Conditions of Purchase described in the present document apply to all Purchase Order issued by SAS HYDRO POWER PLANT (hereafter "HPP").

The documents supporting the Contract are listed in the Purchase Order. The Supplier must ascertain that he has in hand all the mentioned attachments. These listed documents shall be deemed to form and to be read and construed as the Contract. The Contract, including any possible amendments and additions, is valid when issued in writing by HPP.

The Supplier's General Conditions are not valid unless they have been expressly accepted in writing by HPP. The Contract does not create any agency, partnership, or joint venture relationship.

Any duration as expressed in the subject document refers to calendar days.

2 – SUPPLIER AND SUB-SUPPLIER OBLIGATIONS

The Supplier undertakes to carry out the activities subject of the Purchase Order in a workmanlike manner, in strict compliance with the Purchase Order's detailed indications, with the highest standard of professionalism.

The Supplier shall execute the Contract applying its Quality Insurance System and complying with the requirements of ISO 9001, 9002 or 9003, 14 001 and applicable standards, or equivalent. The Supplier will hold HPP harmless from any and all liabilities connected to and/or arising from incompliance in the quality requirements.

Throughout the performance of the Contract, the Supplier shall be responsible for its staff complying with HPP's internal rules and conditions of access, health and safety rules applicable at the Site. The Supplier shall inform HPP immediately of any event that might affect the performance of the Contract, especially as regards safety. The Supplier shall be responsible for implementing all of the necessary resources for the performance of its obligations under the Contract, with the exception of those specifically mentioned in the Contract as being the responsibility of HPP. The Supplier shall have all of the materials and tools needed for the performance of the Contract and shall allocate qualified staff in sufficient numbers within the contractual deadline. The Supplier is not allowed without HPP prior written agreement to sub-contract the execution of whole or part of the Contract. When the Contract specifies a sub-supplier for some components, the responsibility of the Supplier remains in full for the whole scope of supply.

The Supplier shall carry out, at his own expenses and on his own exclusive responsibility and liabilities, all manufacturing activities, tests, and inspections necessary to verify the exact correspondence of the materials and of the equipment to the characteristics specified in the Contract.

As soon as foreseen or known, the Supplier shall advise HPP of any deviation request and/or non-conformity report. HPP shall approve or reject such document, but modification shall not be performed without HPP written agreement. It shall be deemed rejected if no reply be provided within 7 calendar days. In any case, deviation request does not imply any extension of time for Delivery Date.

Modification of scope can be included by HPP without rejection from Supplier if the Contract has not been entirely performed and if such modification falls within Supplier's know-how. Change of design shall be subject to revised Purchase Order. Impact to Delivery Date shall be notified within 10days after modification and demonstrated thoroughly. Modification induced within the first 30% of the Contract duration shall not impact Delivery Date.

The Supplier declares that it has subscribed and maintained with a reputable solvent company required and sufficient insurance to cover the risks and liabilities

incumbent on it under the Purchase Order. This insurance must also cover cases of recall of products. The Supplier undertakes to supply, at the HPP's first request, a copy of the said insurance policy, and a certificate of payment of the premiums. The Supplier must take out adequate insurance coverage against all risks and losses, including the operating loss due to the equipment unavailability.

3 – DELIVERY DATE

The Contract will come into force and effect upon the occurrence of the first of the following events:

- The acknowledgment of receipt
- 14days after Purchase Order receipt by the Supplier
- Starting of execution
- Invoicing by the Supplier

The Supplier must expressly refuse in less than 14 days a Contract for which he would not be able to comply with. Effective date will induce Commencement date of the execution of the Contract.

The Delivery Date is specified in Purchase Order. It is strict and constitutes one of the Contract essential provisions.

As soon as foreseen and known, the Supplier will advise HPP of any delay or any event presenting a risk to lead to a late delivery of the equipment. Delivery is deemed completed at reception of all parts specified in the Purchase Order. It applies as well to any material and/or service provision such as resources mobilization. For each partial or complete week of delay on Delivery Dates will be applied a penalty for an amount equal to 2% of the Purchase Order's price. HPP reserves the right to claim any further damage. Should the delay last more than one month, HPP has the right to address for the purchase of the delayed supply or service to a different supplier, while cancelling the Purchase Order or the part of it concerned with the delay, and charging any additional cost to the Supplier, reserving the right to claim any further damage.

4 - ACCEPTANCE

It is the Supplier's responsibility to check and certify, under its liability, compliance of the Supplies with the terms applicable to it according to the HPP's specifications, or plan, with which the Supplier declares itself to be fully familiar. With this regard, the Supplier undertakes that the Supplies are in accordance with the habitual quality criteria, and also with the standards and legislation in force.

HPP and all representatives authorised by it shall be entitled, in the course of performance of the order, to undertake inspections or tests on the supply or services during normal working hours on dates to be agreed with the Supplier.

The Supplier shall facilitate, with complete openness, all audits requested by the Supplier, in its establishments or those of its level N-1 suppliers. The Supplier shall inform HPP in writing, giving 5 working days' notice of the implementation of all contractual tests.

Inspections undertaken by HPP before, during or after delivery and/or acceptance shall under no circumstances release the Supplier from this liability.

Acceptance is the written legal deed by which the HPP acknowledges that the Supplies are in accordance with the Contract.

If the Purchase Order provides that the Supplies after the delivery, or after the performance of services, shall be subject to tests which shall take place within a period of 60 days, Acceptance of the Supplies shall be considered as definitive only when these tests have given HPP full satisfaction. Acceptance of the supplies is declared by HPP only after verification of the said supplies. No Acceptance may be given tacitly.

If anomalies are detected on delivery, HPP shall have the possibility, depending on the scale and recurrence of the anomalies, either to make an Acceptance with reserves, or to defer the Acceptance, or to cancel the Contract.

In any event, verification shall lead to an Acceptance report being drawn up, on which, if applicable, HPP shall give its reserves.

HPP may notify the Supplier that any supply or services which is not in accordance with the Purchase Order and has been rejected within a period of 60 working days following delivery. Any Supply having been rejected shall be considered as not having been delivered, and must be recovered by the Supplier, at its expense, within 5 working days following receipt of the notification of rejection. Failing this it shall be destroyed. Any Supply having been rejected immediately gives rise to the issue of debit note. Costs of all kind (investigation costs, etc.) borne by HPP to bring the services and/or supplies into conformity shall be borne by the Supplier.

In any event, drafting by HPP of a non-conformity form shall lead to the Supplier being invoiced for 150 €.

If any, test certificates, O&M manual as well as the lists of spare parts necessary for a proper maintenance of the supply, must be handed over to HPP, at the latest with the delivery of the supply, in the quantity and in the language indicated in the Contract.

Comments raised by HPP on these documents shall be solved within 14 days. Penalties for delay in Delivery shall apply to any delay in documents issuance specified in the Purchase Order.

5 – TRANSPORTATION

All equipment will be carefully prepared and packaged under Supplier responsibility in order to avoid and prevent from any damage (oxidation, impacts detrimental to proper operation) during transport and storage. Equipment shall be completely protected against moisture, dust, and all external effects and for a period of up to 6 (six) months at the site (marine environment). All parts will be individually identified with item number and part list reference to ensure tracking for workshop and site assembly. Welded parts will be identified by stamp marking by the serial number in order to be visible after painting. Any damage to the supply derived from non-appropriate packing is to the Supplier's charge, even in case of ex-works delivery.

In the case of a need for delaying the delivery of the equipment, the Supplier will store the equipment at his own costs and risks in a state ready for delivery for a maximum 6 (six) months period. The transport shall be performed as per specified incoterms delivered at the delivery address defined in the Purchase Order. The delivered supply must always be accompanied by the original transport document (on package) and by one copy (outside of packing) for administrative use.

6 - PAYMENT

The price, as stated in the Purchase Order, is fixed, net and invariable for the defined scope; no costs and charges of any kind and entity, included but not limited to increase in the costs of the production factors, as well as unexpected difficulties in the execution of the supply or services, can be deemed as not included in or not covered by the Contract price.

Prior to final payment, Purchase Order shall be revised in due consideration of applicable Liquidated Damages if any. Payments are made 45 days from the end of the month during which the invoice is received.

Submitted invoices shall hold all the indications of the Purchase Order, achieved terms of payment. Except if otherwise approved by HPP, invoices shall not be submitted for incomplete and/or partial achievement.

Under no circumstance drafts and/or bank receipts will be accepted. Each invoice will have to be issued and dated from the day of completion of the corresponding work and/or submittal of complete set of documents in accordance with contractual payment conditions. VAT shall be mentioned if applicable toward French authorities. Invoices which do not mention all details as listed above won't be registered nor

paid. Shall the total amount invoiced be exceeding the Contract price; invoices shall be considered as rejected without further notice by HPP. Supplier shall be responsible to call for relevant resolution meeting to take place in such case.

The payment by HPP of the equipment does not mean the definitive acceptance of the equipment and does not limit any HPP rights and/or Supplier liabilities.

Late-payment interest. In the event of late payment the Supplier may apply late-payment interest calculated according to a rate equal to three times the legal interest rate applicable in France on the invoice date, plus a flat-rate indemnity for collection costs equal to forty (40) Euros for 2021 or, if applicable, its updated value for subsequent years, in accordance with the provisions of article L441-10 of the Commercial Code.

Bond and Guarantee

If specified in the purchase order, the Supplier shall issue within 2 (two) weeks after issuance of the Order, a Down Payment Guarantee calculated as per the specified PO percentage of the PO amount and under the form of a bank guarantee. Bond shall be valid until at least 12 months after delivery date of the full PO components. Such guarantee shall then expire and become null and void whether returned or not.

For the performance of the deliveries and services, the Supplier shall provide within two (2) weeks after Final Acceptance Test or prior delivery, a Performance Guarantee calculated as per the specified PO percentage of the PO amount and under the form of a bank guarantee. Bond shall be valid until the end of Defect Liability Period plus 60 (sixty) days. Such guarantee shall then expire and become null and void whether returned or not.

For the warranty of the deliveries and services, the Supplier shall provide prior issuing its last invoice, a Warranty Guarantee calculated as per the specified PO percentage of the PO amount and under the form of a bank guarantee. Bond shall be valid until the end of Defect Liability Period plus 60 (sixty) days and extended as per the applicable terms shall defect be recorded. Such guarantee shall then expire and become null and void whether returned or not.

7-LIABILITY

The Supplier is liable towards HPP for satisfactory performance of its obligations under the Contract, and shall bear, as of right and without limitation, all consequences of non-performance, poor performance or late performance of the said obligations.

HPP shall not be liable towards the Supplier for any indirect and/or consequential damages such as, but not limited to, loss of use, loss of profits, loss of revenue, loss of production, disposal costs. HPP total cumulative liability on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, shall in no case exceed 100% of the Contract price, except for fraud or gross negligence.

8 – NON-CONFORMITY AND WARRANTY

The Supplier warrants that the supply is free from any design, manufacturing, material defects, or any other kind of faults or defects. Unless otherwise mentioned in the Purchase Order, this warranty will be valid for 24 months from Acceptance. This warranty must be valid whether the defect is latent or not and even in case of inspection of the supply to Supplier's premises by HPP.

Whenever designed by the Supplier, Supplier shall respect the power output, the efficiency and/or the criteria stated in the HPP specifications. In case of failure to meet any of those criteria, the Supplier shall make its best effort to correct the defect by repairing or replacing parts at its option. If the Supplier fails to correct the defect, then liquidated damages for performance and/or efficiency will apply upon the following basis:

- a percentage of the price per unit - stipulated in the Purchase Order - for each percent of negative deviation compared to the guaranteed output guaranteed in the Supplier technical offer.

- a percentage of the price per unit - stipulated in the Purchase Order - for each percent of negative deviation compared to weighted efficiency at rated conditions guaranteed

Any non-conformity, defects and/or non-compliance to the Contract shall be reported by Supplier to HPP. In such case,

Supplier shall confirm within 1day to proceed with corrective action.

The Supplier will provide at his own expenses and as quickly as possible for the resolution of any non-conformity, defects, and other malfunctions, carrying out all necessary operations and replacements required by HPP. HPP can choose at his discretion to request in writing a proportional decrease in price. The Supplier will bear the costs due to disassembly, handling, transport and collection, re-erection as well as any eventual accessory charges like, by way of example but not limited to, customs duties, permits, insurances, etc. Shall the equipment not comply with the contractual specifications and/or corrective action be not in accordance with either technical or schedule requirements, or in case of urgency circumstances, HPP can eliminate the non-conformities and/or the defects or have them eliminated by another supplier, and provide for the replacement of the parts which do not comply with the Purchase Order at the expenses and at risk of the Supplier, reserving the right to claim any further damage.

In accordance with European, ISO Norms and OHGPI, the Supplier shall guarantee the Equipment protection with principle of 3+2 basis, i.e. total warranty during the first 3 years and then the warranty shall be as follow:

- 4th year, consider 2/3 by Supplier and 1/3 by HPP
- 5th year, consider 1/3 by Supplier and 2/3 by HPP

If the acceptance of final client has not occurred for reasons attributable to Supplier, the warranty shall be extended accordingly.

In case of replacement or repair of equipment during the warranty period, the warranty period for such replaced or repaired equipment shall be renewed for a new same period from the date of commissioning after replacement or repaired work at site. If any damage is caused during the warranty period because of operation that is not in strict conformity with the operation manuals, the Supplier shall not be liable for this damage. All other guarantees shall not be affected.

For all the parts which have been replaced, repaired, or however directly or indirectly affected by such operations, the warranty period is deemed to be extended for twelve (12) months, starting from the date of completion of the reparation, replacement, or modification.

The Supplier undertakes full and complete liability for the eventual defects/damages which should be caused to the supply, as a consequence or as a result of the defects, binding himself to hold HPP harmless from possible actions or claims, and – if necessary - intervening actively in the eventual proceedings raised towards HPP.

9 – CONFIDENTIALITY - INTELLECTUAL PROPERTY

Any entity receiving information purposely or by mistake - by any means, included but not limited to by observation, orally, in writing or in electronic or machine-readable form - before, on or after the date of the Contract - shall be bind by the rules of confidentiality and non-disclosure agreement principles. Any document - transmitted or marked as HPP property is the exclusive property of HPP and shall not be used by any other means that the one ordered and/or approved by HPP. Such statement covers but is not limited to any copy, reproduction and/or communication to third parties. Transmitted information shall be protected using the degree of care appropriate for business secrets in a competitive market, and used solely for the purpose of an order from and for HPP which do not benefit the entity receiving HPP information and/or any associated entities (employees, sublet companies, etc.). In particular, the entity receiving HPP information shall not reverse-engineer, sell, trade, publish or otherwise disclose to anyone in any manner whatsoever any confidential information, including by means of photocopy, reproduction, or electronic media. Under such circumstances, the Supplier is fully responsible for the equipment of its own design.

HPP retains all intellectual property rights of the drawings and the models which were put at the Supplier's disposal; insured against any and all damages and potentially returned after the execution of the Purchase Order. Should the Supplier develop any design/product on the basis of any model/design/document delivered to him by HPP, the

intellectual and industrial property rights on said design/product shall remain of HPP.

The models and tools produced by the Supplier for the execution of the Contract become HPP property upon constitution.

The entity receiving confidential information is aware that any breach will result in irreparable harm and substantial economic loss to HPP in amounts difficult to ascertain. Hereby each breach, violation or threatened breach or violation of this clause entitles HPP to:

- seek injunctive relief to prevent threatened or continued breaches of this clause and/or to compel specific performance of this clause

- be indemnified, (30) days after receipt of a written claim, an amount of EUR 100,000 as a penalty - not as damage - for each case of breach of this clause, up to an aggregate maximum amount of EUR 500,000. In addition to these penalties, higher monetary damages and/or other measures may be undertaken by HPP as provisioned by law.

Supplier agrees to indemnify and hold harmless HPP from any damage, loss, cost, or liability, including any and all legal fees and costs related with the enforcement of Supplier obligations under this clause.

The confidentiality obligations shall continue for a period of ten (10) years after the end of this Agreement.

10 – FORCE MAJEURE

On occurrence of an event of force majeure (as assessed in accordance with French ordinary law and its case law applications) leading to non-performance by the Supplier of the Supply, the Supplier shall inform HPP thereof by registered letter with advice of receipt, at the latest 48 hours after it learns of this event. If the event constituting force majeure has effect for more than six (6) calendar weeks, the present Contract may be cancelled with immediate effect on the initiative of the first Party to take such action, unless the Parties agree otherwise.

11 - SUSPENSION - TERMINATION

HPP keeps the right to suspend, cancel and/or terminate at any time the execution of the Contract.

If the Supplier does not fulfil the Contract obligations, HPP has the right to use third parties to carry out the uncompleted supply, charging the cost to the Supplier and reserving the right to claim any further damage. In the abovementioned case HPP can choose at his discretion to cancel the Purchase Order.

In case of cancellation for a cause not attributable to Supplier, the indemnity due to the Supplier should be limited to the actual direct amount of the costs spent at time of suspension or termination of this order (including all work that is not yet delivered but finished and ready for delivery as per requirement of the Purchase Order), after deduction of the down payment already done. Costs will be contradictory agreed upon documents that demonstrate the costs directly incurred by the Supplier. The Supplier shall submit a report of the aggregated cost to HPP no longer than 20 days after HPP termination of the Contract. The amount to be paid by HPP in accordance with the foregoing provisions shall be in full and final satisfaction of all costs incurred by the Supplier as result of the termination.

12 – TRANSFER OF OWNERSHIP AND RISKS

The transfer of ownership takes place as soon as the supply is materially identifiable. A retention of title clause from the Supplier can only be accepted on a case-by-case basis and must be the subject of HPP written approval.

The transfer of risk takes place on delivery of the equipment, provided that this supply meets the criteria defined by our specifications.

13 – APPLICABLE LAW

The Contract is governed by French law, expressly excluding the Vienna Convention on Contracts for the International Sale of Goods. Should an agreement by mutual consent not be reached within a period of thirty (30) days, any dispute shall be brought before Nancy Commercial Court, excluding any other court.