

1. Application and validity

These general simplified contractual terms & conditions (hereinafter "GSCC") are automatically applicable to orders issued by ELENGY and/or FOSMAX LNG (hereinafter the "Client") as from 01/12/2018 for the provision of material goods (hereinafter "Products") or services (hereinafter "Services") by the supplier or the service-provider (hereinafter "Supplier"). These GSCC do not apply to orders made by the Client for Products or Services subject to a separate contract signed by the Client and the Supplier (hereinafter the "Parties").

2. Order

The order is only binding if it is electronically validated by a representative of the Client who is authorised to issue orders. Orders that are placed verbally or by telephone are only valid if they are confirmed in writing.

Each order must be acknowledged by the Supplier within a maximum period of five (5) calendar days starting from the transmission date. Failing this, the order may be cancelled by the Client without having to justify the reason or, where applicable, shall be deemed to have been accepted by the Supplier (in the case of electronic orders, an acknowledgement of receipt by e-mail is permitted). Acceptance of an order or commencement of execution of such order by the Supplier shall be deemed to be accepted by the Supplier of the said order and the GSCC as well as of the special terms and conditions contained in the purchase order or the contract referring to the GSCC. If the Supplier accepts the order with reservations, it shall notify the Client of this within five (5) days of receipt of the order in a separate written document. In this case, the Client shall no longer be bound by the said order unless he confirms his acceptance of the said changes in writing.

Electronic order:

To facilitate the supply of Products or Services, the Client has implemented an electronic procurement solution called "Apach". Orders for the supply of Products or Services are made in particular via this tool.

In particular, the Client shall send its orders from the "Apach" application to the generic e-mail address communicated by the Supplier to the Client, in the form of an e-mail message containing the order form as an attachment in PDF format.

Exchange of documents between Supplier and Client

Any electronic document exchanged between the Supplier and the Client must include details that identify the sender and the content.

The electronic contact details to be used by each Party are specified. The Parties agree that electronic contact details are sufficient to identify the sender of electronic documents and to authenticate its origin.

Evidentiary Agreement

The Parties undertake to consider the documents they exchange (in electronic form) as original documents, binding them in full. Consequently, the Parties intend to give these documents probative value, subject to compliance with the contractual provisions. The Parties agree to give their documents the probative value granted by law to documents written on paper.

The Parties undertake to ensure that the content of their documents complies with the obligations, in particular formal obligations, arising from trade laws, regulations and practices.

In any event, except in the established case of failure or corruption of their computer systems, the Parties expressly waive the right to invoke the nullity or unenforceability of their transactions on the grounds that they were carried out by means of electronic or telecommunications systems.

Archiving information

The Parties shall be personally responsible for the archiving of issued and received documents, in particular for their own tax and accounting purposes.

Security

Each Party is responsible for the choices made in regards to the implementation and application of security means, resources, tools and procedures, guaranteeing the protection of its performance and data against the risks of unauthorised access, loss, alteration or destruction.

Each Party is responsible for implementing the necessary tests to ensure and control its own security means, tools and procedures.

3. Duty to inform

The Parties have met on several occasions and acknowledge that they have negotiated, in good faith, the provisions of these GSCC.

During these negotiations, the Supplier acknowledges that it has received the necessary and relevant information, which is directly related to the content of the order and/or the capacity of the Parties, in order to give his consent to the conclusion of the order.

4. Prices and invoicing and payment terms

The currency of denomination and payment is the Euro.

Unless otherwise specified in writing in the order or in the SCC, the prices are firm and non-revisable and are inclusive of all costs, in particular transport, packaging, unloading, insurance, taxes, charges and fees, excluding VAT.

The Supplier's invoices shall necessarily reproduce the compulsory legal notices and those requested by the Client, in particular the purchase order number, and shall be sent to the invoicing address indicated by the Client, accompanied by any documents to be produced in support of the invoicing for each of the payment terms. Each invoice shows the amount of the term invoiced and the accumulation of previously paid terms. Unless the Parties agree on a timetable for the provision of the Products or Services, payment in full shall be made on receipt of the Products or Services (hereinafter "Acceptance"). Failure to comply with these requirements will automatically result in the return of invoices and may suspend payment until a new valid invoice is sent.

Invoices are issued in digital format, made out to Elengy and sent in PDF format to Elengy's invoice processing portal:

Requests for access to the portal should be addressed to "accis-france-compta-frn@engie.com".

The address to be cited on the invoice is: Elengy chez ENGIE – AccS France – TSA 95701 – 59783 Lille cedex 9

Pro-forma invoice shall not be accepted a request for payment.

Elengy tax identification number: FR 30 451 438 782.

Invoices are settled within sixty (60) days from the date of the invoice, except for legal provisions providing for a shorter period of time. In the event of late payment, the Supplier may apply interest on arrears, which may in no case exceed three times the legal interest rate in force in France, unless otherwise agreed between the Parties in the order. The Client shall also be liable to pay a fixed indemnity of 40 Euros for collection costs due to the creditor.

In the event that lower prices or higher discounts have been awarded by the Supplier to other companies for volumes of Products or Services comparable to those purchased by the Client, the Parties shall meet to discuss the methods by which to take this information into account.

5. Supply of Goods and Services and Acceptance

The Supplier undertakes to deliver the Products or Services at the places/dates/times indicated in the order and during the opening hours when deliveries can be taken.

In the event of delivery of Products or the implementation of Services on site, the Supplier shall comply with the Client's health and safety regulations and measures applicable to external companies working at the Client's site. The Products and Services delivered must strictly comply to the quality and quantity in the order's terms as well as with the contractual specifications, the legal and regulatory requirements in force and the rules of the trade, in particular, where applicable, following the tests stipulated in the contract. The Supplier undertakes to provide the Client with all information and documents necessary for the execution of the order.

The Client shall be deemed to have accepted any apparent defects (i) in the case of the supply of Products, if it has not notified the Supplier of the existence of such defects within ten (10) working days of delivery or (ii) in the case of the supply of Products or Services subject to an acceptance procedure, if it has accepted this delivery in writing after being invited to do so by the Supplier.

In the event of reservations expressed by the Client, the Supplier may go to the Client's premises to observe the condition of the Products or the non-conformity of the Services provided; the Supplier shall remedy the contractual shortcomings observed as soon as possible. If the defects have not been corrected within fifteen days, the Client may decide to refuse the Products. In this case, the price will not be due and any advance payments received shall be reimbursed to the Client as soon

as possible. If there are no reservations or after the reservations have been lifted, the Client shall declare acceptance in writing ("Acceptance").

6. Transfer of ownership and risks

Ownership is transferred to the Client on the date of the order and the risks are transferred to the Client upon Acceptance.

7. Deadlines and penalties

Delivery and implementation deadlines are agreed in advance between the Parties and specified in the order. They are binding and may not be changed without the Client's prior written consent. Any extension of the deadline or any postponement of the start of the deadline shall be the subject of an amendment, signed by the Parties.

Unless otherwise stated in the order or the SCC, the schedule for the stipulated deadlines shall be the day of delivery of the last of the Products or Services ordered. The Client reserves the right to refuse any early delivery.

In the event of non-compliance with these deadlines, the Client may, solely by reason of the delay, apply penalties equal to 0.5% of the total amount of the order, per calendar day of delay, capped at 10% of the amount of the order.

8. Guarantee

The Supplier shall be liable to the Client for hidden defects and the hold harmless clause under the same conditions as those provided for by the Civil Code.

In the absence of specific provisions stipulated in the order or the SCC and without prejudice to more restrictive legal provisions, the Supplier guarantees that the Products and Services are in accordance with the Client's needs, the good condition and the proper functioning of the Products or Services for a period of twenty-four (24) months from the Acceptance date. Under this guarantee, the Supplier undertakes to replace or repair, according to the Client's choice, and at its sole expense, any Product or Service that is defective during the guarantee period and shall indemnify the Client against any damage resulting from this. In the event of repair or replacement of an item, there shall be a new guarantee period of twenty-four (24) months for the entire Product or Service starting from the moment the repaired or replaced good is put into service. Any expenses or charges incurred in connection with the implementation of these guarantees shall be borne by the Supplier.

In the event of extreme urgency, the Client shall be entitled to repair or replace the goods itself, without prejudice to the Supplier's aforementioned obligations.

9. Product durability

The Supplier undertakes, for a minimum period of five (5) years after the cessation of manufacture or withdrawal from the catalogue, to supply the Client with the parts, components and other elements necessary for the use of the Products or Services under reasonable conditions, in particular in terms of price and delivery time.

10. Compliance with regulations

The Products delivered and the Services performed must comply with the legal and regulatory requirements in force in the country for which they are intended, whether they are from national, Community or international sources, particularly with regard to safety, the environment and labour laws. For all deliveries of hazardous products, the safety data sheet must be provided in accordance with the regulations in force. All documents and certificates are to be delivered in French at the same time as the Products and Services and their delivery by the Supplier is part of the scope of the order.

11. Non-disclosure

All information, of whatever nature, disclosed between the Parties when the order is placed or during its execution, remains the exclusive property of the Party disclosing it. The Party receiving the information shall only use it in the context of the order and shall return it, where technically possible, to the other Party after the order has been executed. The Party receiving the information undertakes to keep this information strictly confidential for a period of five (5) years after the effective date of the order, to provide it only to those employees who need to know about it for the execution of the order and who are obliged to treat it confidentially, and not to disclose it to third parties under any circumstances without the prior written consent of the Party disclosing it.

This obligation is without prejudice to compliance with the provisions relating to information, the disclosure of which would be likely to undermine the rules of free and fair competition and non-discrimination within the meaning of Articles L.111-77 and according to the French Energy Code, known as "commercially sensitive information" (CSI).

12. Communication

Except with the prior written consent of the Client, the Supplier shall refrain from communicating, in any manner whatsoever, about the existence and content of commercial relations between the Client and the Supplier and/or about the Client and its associated brands.

13. Intellectual Property

The Client shall have free right of use of all intellectual property rights relating to the Products or Services.

All intellectual property rights in regards to the deliverables produced for the Client within the scope of the order (including in particular the right to reproduce and represent them on any medium whatsoever and as many times as it wishes, or to modify the deliverables) are transferred exclusively to the Client as and when they are produced, by operation of law and without formality, for the legal duration of the protection of the rights and for the whole world. The price agreed between the Parties includes this transfer of rights.

The Supplier shall indemnify the Client against any action by third parties resulting from infringements of intellectual property rights in respect of the deliverables, Products or Services and shall be liable to the Client for any damage resulting therefrom, including the costs of legal assistance. Furthermore, the Supplier undertakes at its own expense to adapt deliverables, Products or Services that infringe the property rights of a third party or to replace them with similar or equivalent deliverables, Products or Services. If this is not possible, the Client may cancel the order, without prejudice to any damages it may be entitled to.

14. Privacy

Terms other than those defined in this Agreement shall have the meaning given to them in the above-mentioned French Personal Data Protection Law

The Client makes available to the Supplier and authorises the Supplier to process data, files, etc., of any kind and in any form whatsoever, constituting Personal Data, for the purpose of carrying out the Services under Contract.

The Parties undertake to act in accordance with the Personal Data Protection Laws.

The Client acts as the Data Processing Controller and the Supplier acts on behalf of the Client in the sole capacity of Subcontractor.

In the event that the Supplier is required to process data on behalf of The Client, it undertakes, in particular, to comply with all the obligations stipulated in Article 28 in "Regulation 2016/976" and to ensure that authorised persons have access to the Personal Data within the limits of the performance of their services and undertakes to respect the confidentiality linked to this Personal Data.

In terms of security, the Supplier undertakes to put in place and maintain throughout the duration of the Contract all technical and organisational measures, in particular all security measures suitable for the nature of the Personal Data processed and the risks presented by any processing carried out.

The Supplier undertakes not to subcontract personal data without the express consent of the Client.

The Supplier undertakes (without responding directly to the Persons concerned) to inform The Client without delay of any request by a Person concerned in respect of his or her rights in relation to his or her Personal Data and to provide all necessary assistance to The Client to facilitate the response to such requests.

The transfer of Personal Data from The Client to third countries that do not provide an adequate level of protection within the meaning of the European Directive and Regulation (EU) 2016/679 is subject to the prior and express consent of The Client.

For any Transfer of Personal Data to a third country authorised by The Client (affiliates of the Supplier or Subcontractor), The Client mandates the Supplier to put in place the safeguards required by the applicable Data Protection Laws.

In the event of a breach of Personal Data, the Supplier shall notify ELENZY within 48 (forty-eight) hours of becoming aware of the breach.

The Supplier further undertakes to transmit to ELENZY within 48 (forty-eight) hours of the notification referred to above, an impact assessment of this breach.

The Provider undertakes to cooperate in order to enable ELENZY to notify the breach of Personal Data to any competent supervisory authority in accordance with the Data Protection Laws.

ELENZY reserves the right to carry out, at its sole discretion and under the conditions defined in the Security Annex, any audit that it deems useful to ascertain the compliance of the Supplier and its Subcontractors with their obligations regarding Personal Data as defined herein.

Upon expiration of these Terms or in the event of early termination for any reason whatsoever, and at any time upon request by ELENZY, the Supplier and its Subcontractors shall return to ELENZY within an appropriate period of time, which shall not exceed 1 (one) month, all of the Personal Data that they may have processed, in any form whatsoever.

15. Liabilities and Insurance

The Supplier shall be liable for any damage caused to a third party in the execution of the order by itself or by its employees, as well as by goods in his custody. The Supplier therefore guarantees the Client against all claims and recourse by third parties.

The Supplier shall be liable and obliged to pay compensation for any damage suffered by the Client if such damage is the result of the Supplier's breach of contract, fault or negligence. The Supplier must justify, on the date of the order, that it holds a valid insurance policy guaranteeing its general civil liability and covering the pecuniary consequences of bodily injury, material and immaterial damage caused to third parties and to the Client within the framework of the order or the terms and conditions of its execution until the end of the contractual guarantee period.

The Supplier shall produce, upon any request by the Client, a certificate from its insurer indicating the nature, the amount, the excess and the duration of the guarantees, and certifying the payment of the premiums. The existence of this insurance shall in no way whatsoever be considered as a limitation of the liabilities incurred by the Supplier for the order. The Supplier shall inform the Client in writing of any change, cancellation or termination of the insurance policies.

16. Termination

In the event of non-compliance by the Supplier with any of its obligations, which has not been remedied within ten (10) days after the Client has sent a formal notice by registered post by , expressly mentioning this termination clause, the Client shall be entitled to terminate the order ipso jure, without any other formality than notification by registered letter and without prejudice to the damages to which it may be entitled. This notification shall specify the date of termination. The Client may then complete the order itself or by having recourse to a third party, at the Supplier's expense, without prejudice to obtaining any damages that it may claim as a result of the Supplier's failure to perform its obligations.

The execution or termination of the order does not put an end to the obligations which survive by their nature and which are covered in particular by the articles 8, 10, 11 and 13.

17. Ethics and Sustainable Development

The Supplier acknowledges having read and adheres to ENGIE's commitments in terms of ethics and sustainable development as stipulated in the Ethical Charter, the Guide to Ethical Practices and the "Ethics in Commercial Relations: Main principles" policy, published on its website www.engie.com.

The Supplier declares and guarantees the Client that it has complied, during the six years preceding the signing of the order, with the norms of international law and national law applicable to the order, concerning:

- (i) fundamental human rights, including the prohibition of:
 - (a) the use of child labour or any other form of forced or compulsory labour; (b) to discriminate in any way within the company or in relation to its suppliers or subcontractors;
- (ii) embargoes, arms and drug trafficking and terrorism;
- (iii) trade, import and export licensing and customs;
- (iv) the health and safety of employees and third parties;
- (v) work, immigration, prohibition of illegal work;
- (vi) environmental protection;
- (vii) economic offences, including bribery, fraud, trading in influence (or equivalent offence under national law applicable to the Market), fraud, theft, misuse of corporate assets, forgery, counterfeiting and any related offence; (viii) anti-money laundering; (ix) competition law.

Within the framework of the execution of the order, the Supplier undertakes to comply, in its own name and in the name and on behalf of its suppliers and subcontractors, with these same norms.

The Client reserves the right to request proof from the Supplier that it has complied with the requirements of this Ethical, Environmental and Social Responsibility Clause and to carry out or have carried out audits.

Any breach of the provisions of this Ethical, Environmental and Social Responsibility Clause shall constitute a breach of contract conferring the right on the non-defaulting party to suspend and/or terminate the order to the exclusive detriment of the defaulting party, under the terms and conditions set out in the order or contract referring to the GSCC.

18. Subcontracting

The Supplier is solely responsible for the proper execution of the order.

In the event of recourse to one or more subcontractors, in accordance with the provisions of Law No. 75-1334 of 31 December 1975 relating to subcontracting, the Supplier must necessarily ask the Client for acceptance of each subcontractor and approval of the terms of payment for each subcontract. Subcontracts must be concluded before any start in the execution of the subcontracted Services. Failure to do so may result in the Client terminating the order. Only level 1 subcontracting is accepted.

19. Economic dependency

The Supplier shall immediately inform the Client of any risk of economic dependency. This information obligation is essential to enable the parties to maintain a balanced relationship.

20. Force Majeure

Force Majeure occurs when an event beyond the control of the Party invoking it, which could not reasonably be foreseen at the time of the conclusion of the order and the effects of which cannot be avoided by appropriate measures, prevents the execution of its obligation by said Party. The obligations of either Party affected by an event of Force Majeure shall, for the duration of that event, be suspended. The affected Party shall notify the other Party of the Force Majeure and its probable duration, as soon as it occurs.

Each Party shall do everything in its power to minimise the impact that the Force Majeure event may have on each of its obligations. If the case of Force Majeure persists beyond fifteen (15) days from its occurrence, without the possibility of remedying it by mutual agreement of the Parties, each of the Parties may terminate the order by operation of law, and without any other formality other than a notification sent by registered letter to the other Party, respecting a notice period of fifteen (15) calendar days, and without any damages owed on either side.

21. Assignment of rights and obligations

The Supplier may only assign its rights and obligations for the order with the prior written consent of the Client. If the Client does not agree, the latter may terminate the order, ipso jure and without legal formalities, by registered letter with acknowledgement of receipt and without any compensation being due to the Supplier. The assignment must be recorded in writing, on pain of being declared null and void.

The Client agrees in advance that the Supplier may assign its rights and obligations under the order to a company affiliated with it, provided that it is informed thereof in advance in writing by registered letter with acknowledgement of receipt. The assignment of the order shall take effect with regard to the Client when he is notified of the assignment agreement or when he takes note of it.

An affiliated company is any company under the control of the said company, any company controlling the said company and any company under the control of the same company as the said company, within the meaning of Articles L.233-1 to L.233-4 of the French Trade Code.

The Supplier agrees in advance that the Client may assign its rights and obligations under the order to a third-party of its choice, provided that it is informed thereof in advance in writing by registered letter with acknowledgement of receipt. The assignment of the order shall take effect with regard to the Supplier when it is notified of the assignment.

22. Applicable law and settlement of disputes

The applicable law is French law, excluding the Vienna Convention on the International Sale of Goods (1980). In the event of difficulties in the interpretation or execution of the order, the Parties shall seek an amicable solution in good faith prior to any contentious solution. Any dispute shall be finally and exclusively settled by the competent courts and tribunals at the location of the Client's registered office.

23. Miscellaneous

The illegality or nullity of a provision shall not entail the illegality or nullity of the other contractual provisions, unless the Party intending to invoke such illegality or nullity can prove that this provision was the impulsive and determining cause in its will to contract. The parties shall endeavour to replace it by a valid clause with equivalent economic effect.

Failure or delay in exercising any right or remedy by either party shall not constitute a waiver of such right or remedy nor shall it constitute a waiver of any other right or remedy.

All of the Supplier's personnel to be assigned in whole or in part to the execution of the order shall remain, in all circumstances, under the hierarchical and disciplinary authority of the Supplier.

The order shall be written in French. All written or oral exchanges between the parties in the context of the order shall be in French.

The order can only be modified by an amendment signed by the parties.

The order cancels and replaces all agreements, proposals, written or verbal undertakings, practices or precedents concluded between the parties relating to the same subject matter and which are prior to the date of the order.