



GENERAL TERMS AND CONDITIONS APPLICABLE TO
ONGOING SUPPLIES
AND SERVICES CONTRACTS



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CHAPTER 1: OVERVIEW

ARTICLE 1: SCOPE

The provisions of these General Terms and Conditions applicable to ongoing supplies and services contracts of Bpifrance (and its subsidiaries), a public limited company with capital of €20,981,406,140, whose registered office is located at 27-31 avenue du Général Leclerc, Maisons Alfort (94710), France, registered in the Créteil Trade and Companies Register under number 507 523 678, apply to the contracts expressly referred to herein.

These contracts may provide for exemptions from some of these provisions.

ARTICLE 2: DEFINITIONS

For the purposes of this document:

- the “Client”, namely the company Bpifrance or one of its subsidiaries, is the entity that enters into the contract with the Contract Holder.
- The “Contract Holder” is the economic operator who concludes the contract with the Client. In the case of a consortium of economic operators, the “Contract Holder” shall designate the members of the consortium, represented, where applicable, by its representative.
- “Notification” is the act of bringing information or a decision to the knowledge of the contracting party or parties in any physical or non-physical format that allows for the date of receipt thereof to be determined with certainty. A date of receipt indicated on a receipt may be considered the date of notification.
- “Services” refers to, according to the purpose of the contract, the ongoing supplies or services.
- The “service order” is the Client’s decision specifying the procedures for performing the services provided for in the contract.
- “Acceptance” is the decision, taken after inspections, by which the Client acknowledges the compliance, without reservation, of the services with the provisions of the contract. The acceptance decision constitutes a certificate of service completed and constitutes the starting point for the warranty periods.
- “Reservations” are all the findings of non-compliance with the provisions of the contract, made during the pre-acceptance inspections, which are brought to the attention of the Contract Holder and which impede the decision of acceptance by the Client. In the event of reservations, the acceptance decision shall be deferred or issued with a price reduction.
- “Deferral” is the decision taken by the Client when it considers that deliverables are acceptable subject to certain modifications by the Contract Holder.
- “Reduction” is the decision taken by the Client to reduce the amount of the services to be paid to the Contract Holder, when the services do not fully meet the requirements of the contract, but may be accepted as they stand.
- “Rejection” is the decision taken by the Client who considers that the services cannot be accepted, even after deferral or with a reduction.



ARTICLE 3: GENERAL OBLIGATIONS OF THE PARTIES 3.1. Form of notifications and information

Notification of the Contract Holder of the decisions or information of the Client from which a time limit is triggered, is carried out:

- either directly to the Contract Holder, or to its duly qualified representative, against written receipt,
- or by paperless correspondence or on electronic media. The conditions of use of paperless means or electronic media are determined in the specific contract documents,
- or by any other means that allows certification of the date of receipt of the decision or information.

This notification may be made at the address of the Contract Holder mentioned in the specific contract documents or, failing that, at its registered office, unless these documents require the Contract Holder to have its place of residence established elsewhere.

In the case of a consortium, the notification shall be made to the representative for the entire consortium.

3.2. Calculation of the deadlines for performance of the services

3.2.1. Any time period mentioned in the contract starts to run at midnight, the day after the day on which the act which served as the starting point for this deadline occurred.

The applicable dates and times are those used by the specific contract documents for deliveries or performance of the services.

3.2.2. When the deadline is set in days, it is understood in calendar days and it expires at midnight on the last day of the period.

Comments: The time zone used is that of the delivery or the performance of the service. A deadline set in calendar days includes Saturdays, Sundays and public holidays.

3.2.3. When the deadline is set in months, it is counted from calendar day to calendar day. If there is no corresponding calendar day in the month in which the deadline ends, it shall expire on the last day of said month, at midnight.

3.2.4. When the last day of the deadline is a Saturday, Sunday or public holiday, the deadline shall be extended to the end of the next working day at midnight.

3.2.5. When the deadline is set in working days, it is to be understood as excluding Saturdays, Sundays and public holidays.

3.2.6. The deadline applicable to the Contract Holder does not include the time required for the Client to carry out its verification operations and make its decision in accordance with Chapter 5.

3.3. Representation of the Client

Upon signature of the contract, the Client shall appoint one or more natural persons, who are authorised to represent it before the Contract Holder, for the purpose of executing the contract. Other natural persons may be authorised by the Client during the performance of the contract.



Such representative(s) shall be deemed to have sufficient powers to make, upon notification of their name to the Contract Holder within the time period required or set by the contract, the necessary decisions binding the Client.

3.4. Representation of the Contract Holder

3.4.1. Upon signature of the contract, the Contract Holder shall designate one or more natural persons, authorised to represent it before the Client, for the purpose of executing the contract. Other natural persons may be authorised by the Contract Holder during the performance of the contract.

Such representative(s) shall be deemed to have sufficient powers to make, upon notification of their name to the Client within the time required or set by the contract, the necessary decisions binding the Contract Holder.

3.4.2. The Contract Holder is required to promptly notify the Client of changes occurring during the performance of the contract and which relate to:

- the persons authorised to make commitments on its behalf,
- the legal form under which it conducts its activity,
- its business name or trade name,
- its address or registered office,
- the information it has provided for the acceptance of a sub-contractor and the approval of its terms of payment,
- and, in general, all significant changes in the operation of the business that may affect the performance of the contract.

3.5. Co-contracting

In the event of default on the part of the representative of the consortium, the members of the consortium shall be required to appoint a replacement. Failing this, and at the end of a period of eight days running from the issue of the formal notice by the Client to make such an appointment, the contracting party listed in second position shall become the new representative of the consortium.

3.6. Subcontracting of services contracts

3.6.1. If the Contract Holder wishes to subcontract a part of the contract, it shall ask the Client to approve each subcontractor and its terms of payment in advance and in writing.

3.6.2. Upon signature of the special act confirming acceptance of the subcontractor and approval of the terms of payment, the Client shall provide the Contract Holder and each of the subcontractors concerned of the copy of the special document to which they are entitled. Upon receipt of this notification, the Contract Holder shall inform the Client of the name of the natural person authorised to represent the subcontractor.

3.6.3. The Contract Holder is required to communicate the subcontracting agreement and any amendments thereto to the Client, whenever requested by the latter. Failing to have provided the subcontracting contract at the end of a period of fifteen days from the receipt of a formal notice to do so by the Client, the Contract Holder shall incur a penalty equal to 1/3,000 of the amount of the relevant contract or stage, not including tax, where applicable as amendment, or, failing that, the amount of the purchase order concerned. This penalty shall apply for each day of delay.



3.7. Purchase Orders

3.7.1. Purchase orders shall be sent by the Client to the Contract Holder.

3.7.2. When the Contract Holder considers it necessary to make observations in relation to a purchase order it has received on the basis of the requirements contained therein, it must notify the signatory of the purchase order concerned within fifteen days from the date of receipt thereof, failing which the observations will be barred.

3.7.3. The Contract Holder shall comply with the purchase orders that are sent to it, whether or not they have been subject to any observations on its part.

3.7.4. In the case of outsourcing, the purchase orders shall be sent to the representative of the consortium, who has sole competence to submit any observations to the Client.

3.8. Service orders

3.8.1. Service orders shall be sent by the Client to the Contract Holder.

3.8.2. When the Contract Holder considers it necessary to make observations in relation to a purchase order it has received on the basis of the requirements contained therein, it must notify the signatory of the purchase order concerned within fifteen days from the date of receipt thereof, failing which the observations will be barred.

3.8.3. The Contract Holder shall comply with the service orders that are sent to it, whether or not they have been subject to any observations on its part.

However, unless the contract provides that the start of the services may be ordered within a period of more than six months from the signature of the contract, the Contract Holder may refuse to execute this order, if it is notified to it more than six months after the signing of the contract. The Contract Holder shall then have a period of fifteen days, starting from the date of issuance of its refusal decision to the Client, to propose a new start date for the services. At the end of this period, if it has not proposed any other date, it must perform the services on the requested date. In the event that the Client refuses the new date proposed to it, the Contract Holder may request the termination of the contract, under the conditions set out in Article 31.2. This termination must be accepted.

3.8.4. In the event of co-contracting, the service orders shall be sent to the representative of the consortium, who has sole competence to make any comments to the Client.

ARTICLE 4: CONTRACTUAL DOCUMENTS

4.1. Order of priority

In the event of contradiction between the provisions of the contractual documents, these shall take priority in the following order:

- the Contract and any amendments thereto, signed by the Contract Holder(s), on the one hand, and Bpifrance, on the other,
- the contract specifications containing the specific administrative and technical specifications of the contract or



- the special administrative terms and conditions and any appendices thereto,
- - the special technical terms and conditions and any appendices thereto,
- the General Terms and Conditions applicable to Bpifrance's ongoing supplies and services contracts, subject of the contract, if it concerns this present document,
- the special subcontracting documents and their amendments, subsequent to the signature of the contract,
- the Contract Holder's technical and financial bid.

4.2. Validity date of the contractual documents

Unless otherwise stipulated in the document (or documents), the contractual documents signed by the contracting party (or parties), on the one hand, and Bpifrance, on the other hand, shall take effect on the date of signature by all parties, without any need to provide notification of said signature.

ARTICLE 5: CONFIDENTIALITY - SECURITY MEASURES

5.1. Obligation of confidentiality

5.1.1. The Contract Holder and the Client who, during the execution of the contract, have knowledge of information or receive communication of documents or elements of any kind, reported as being of a confidential nature and relating, in particular, to the means to be implemented for performance of the contract, the operation of the services of the Contract Holder or the Client, are required to take all necessary measures to prevent this information or these documents or elements from being disclosed to a third party that is not required to have knowledge of them. A party may not request that any information, documents or elements that said party itself has made public be kept confidential.

5.1.2. The Contract Holder must inform its subcontractors of the confidentiality obligations and the security measures incumbent upon it for the performance of the contract. It must ensure compliance with these obligations by its subcontractors.

5.1.3. This obligation of confidentiality does not cover information, documents or elements that are already within the public domain at the time at which the parties to the contract are made aware thereof.

5.2. Protection of personal data

5.2.1. Each party to the contract is bound to comply with the rules on the protection of personal data, to which it has access for the purposes of the performance of the contract.

5.2.2. In the event of changes to the legislation on the protection of personal data during the performance of the contract, any modifications requested by the Client in order to comply with the new rules shall lead to the signing of an addendum by the parties to the contract.

5.2.3. To ensure this protection, it is the Client's responsibility to make the declarations and to obtain the necessary administrative authorisations to perform the services provided for in the specific contract documents.



5.3. Security measures

Where the services are to be performed in a place where security measures apply, particularly in areas protected under the legislative or regulatory provisions for the protection of national defence secrecy, these specific provisions must be indicated by the Client in the consultation documents. The Contract Holder is required to comply with these measures.

The Contract Holder may not claim, on this basis, any extension of the period of performance, nor any indemnity, or price supplement, unless the information was communicated to it only after the presentation of its bid and if it is able to establish that the obligations thus imposed on it necessitate additional time for performance of the services provided for in the contract or make performance of the contract more difficult or more expensive.

5.4. The Contract Holder shall notify its subcontractors that the obligations set out in this article are applicable to them and remains responsible for ensuring their compliance with said obligations.

ARTICLE 6: LABOUR PROTECTION AND WORKING CONDITIONS

6.1. The obligations incumbent on the Contract Holder are those provided for by the laws and regulations relating to the protection of the labour force and the working conditions of the country in which such labour force is employed. The Contract Holder is also bound by the provisions of the eight fundamental conventions of the International Labour Organization, when these are not incorporated into the laws and regulations of the country in which said labour force is employed.

The Contract Holder must be able to justify compliance with said provisions, during the performance of the contract and during the warranty period, upon request of the Client.

Comments: The eight fundamental Conventions of the ILO, ratified by France, are:

- the Convention on Freedom of Association and Protection of the Right to Organise (C 87, 1948);
- the Right to Organise and Collective Bargaining Convention (C 98, 1949);
- the Forced Labour Convention (C 29, 1930);
- the Convention on the Abolition of Forced Labour (C 105, 1957);
- the Equal Remuneration Convention (C 100, 1951);
- the Discrimination Convention (Employment and Occupation, C 111, 1958);
- the Minimum Age Convention (C 138, 1973);
- the Worst Forms of Child Labour Convention (C 182, 1999).

6.2. In the event of any change in the legislation on the protection of labour and working conditions during the performance of the contract, any changes requested by the Client, in order to comply with the new rules, shall give rise to the signing of an addendum by the parties to the contract.

6.3. The Contract Holder may ask the Client, due to the specific conditions for performance of the contract, to send, along with its opinion, the requests for exemptions provided for in the laws and regulations mentioned above.



6.4. The Contract Holder shall notify its subcontractors that the obligations set out in this article are applicable to them and remains responsible for ensuring their compliance with said obligations.

6.5. Rules of procedure

The Contract Holder must take the necessary steps to ensure that, whenever its staff are at the premises of the Client, they comply with the Client's rules and with the provisions applicable to external companies present at the said premises and especially those relating to health and safety. For this purpose, the Client undertakes to inform the Contract Holder of these provisions prior to performance of any service.

ARTICLE 7: ENVIRONMENTAL PROTECTION

7.1. The Contract Holder shall ensure that the services it performs comply with the legislative and regulatory requirements in force in terms of environment, personal health and safety, and preservation of the neighbourhood. The Contract Holder must be able to justify compliance with said provisions, during the performance of the contract and during the warranty period, upon request of the Client.

7.2. In the event of changes to the legislation on the protection of the environment during the performance of the contract, any modifications requested by the Client in order to comply with the new rules shall lead to the signing of an addendum by the parties to the contract.

ARTICLE 8: REPARATION OF DAMAGES

8.1. Damages of any kind, caused to the Client's staff or property by the Contract Holder, as a result of performing the contract, shall be the responsibility of the Contract Holder.

Damages of any kind, caused to the Contract Holder's staff or property by the Client, as a result of performing the contract, shall be the responsibility of the Client.

8.2. As long as the supplies remain the property of the Contract Holder, the latter shall be, except in the case of fault on the part of the Client, solely responsible for the damage suffered by these supplies for any reason other than exposure to artificial radioactivity or duly recognised natural disasters.

This provision does not apply in the case of additional equipment supplied by the Client to the Contract Holder's material that causes damage to the latter.

8.3. The Contract Holder shall guarantee the Client against damage or destruction caused by the material it supplies or the actions of its employees affecting the premises where the material is used, and this shall include any claims by neighbours.



ARTICLE 9: INSURANCE

9.1. The Contract Holder must take out insurance to cover its liability towards the Client and third parties that are victims of accidents or damage caused by performance of the services.

9.2. The Contract Holder must justify, within fifteen days of signing the contract and before commencing any performance thereof, that it is the policy holder of these insurance contracts, by means of a certificate establishing the extent of the liability insured.

At any time during the performance of the contract, the Contract Holder must be able to produce this certificate, upon the request of the Client and within a period of fifteen days from receipt of the request.

CHAPTER 2: PRICES AND SETTLEMENT OF ACCOUNTS

ARTICLE 10: PRICES

10.1. General rules

10.1.1. The prices are deemed fixed.

10.1.2. If fixed prices may be updated, the update coefficient is rounded up to the nearest thousandth.

10.1.3. The prices are deemed to include all the taxes or other charges that must be applied to the services, the costs of packaging, storage, wrapping, insurance and transportation to the place of delivery, as well as all other expenses necessary for the performance of the services, margins for risk and profit margins.

However, the costs incurred due to the Contract Holder's failure to request the administrative shipping ticket or due to the Contract Holder's delay in submitting this request, shall be borne by the Contract Holder.

The costs of handling and shipping arising from the deferral or rejection of the services shall be borne by the Contract Holder.

10.1.4. Contracts comprising maintenance services:

The remuneration of the Contract Holder for maintenance services includes the value of the parts or components, tools or ingredients required, as well as the costs of the labour assigned to them, including the travel allowances and the expenses required by the changes set out in Article 27. 1.

Remuneration for maintenance services does not cover the following services, which remain the responsibility of the Client:

- the delivery or exchange of consumable supplies or accessories, painting and exterior cleaning of the equipment;
- the modifications requested by the Client to the specifications of the equipment provided for in the contract;
- the repair of operating malfunctions due to a fault of the Client or caused by the use of equipment that does not comply with the rules contained in the documentation provided by the Contract Holder;



- the repair of operating malfunctions caused by defects of the installation incumbent on the Client;
- the repair of operating malfunctions caused by the addition of equipment with a different source, by a person other than the Contract Holder or a person designated by the Contract Holder to carry out this addition.

10.2. Determination of settlement prices

10.2.1. Where the contract provides that the price to be paid is the result of the application of a regulation, fee structure, tariff, price, quotation, index, or of any other element established outside the contract, without specifying a date, the element to be taken into consideration is that which is in force:

- on the day of delivery of the services, if these are carried out within the deadline set by the Client or if the Client has not fixed a deadline,
- at the deadline set by the Client for the delivery of the services when the deadline set has been exceeded.

10.2.2. When the contract provides for a revision of the prices, these prices shall be revised on the date or according to the frequency stipulated in the specific contract documents.

However, when the price includes a significant proportion of raw materials or products, directly affected by the fluctuation of global prices, the prices shall be revised at least every three months from the date of signature of the contract. The price revision conditions are set by the specific contract documents.

The prices to be paid are those applicable on the date of delivery of the services.

10.2.3. When the prices are revisable, the coefficient for revision is rounded up to the nearest thousandth.

ARTICLE 11: DETAILS ON PAYMENT CONDITIONS

11.1. Advances

The request for payment of the advance to the approved subcontractor shall be submitted by said subcontractor to the Client. The subcontractor shall attach to this request a certificate from the Contract Holder indicating the amount of the services that the subcontractor must perform during the 12 months following the date of commencement of their performance.

11.2. Instalments

When the contract establishes only the frequency of the instalments, the amount of each one of them shall be determined by the Client, on the basis of the description of the services performed and their amount, produced by the Contract Holder. Each instalment shall be subject to a payment request.



11.3. Whenever the Contract Holder submits a payment request to the Client, it shall attach the documents necessary to justify the payment.

11.4. Content of the payment request

11.4.1. The payment request shall be dated. It shall mention the contract references and, where applicable:

- the amount of the services accepted, established in accordance with the provisions of the contract, excluding VAT and, where applicable, minus the reductions fixed in accordance with the provisions of Article 25.3,
- the breakdown of lump-sum prices and details of unit prices, where the specific contract documents specify the details, or where, taking into account the requirements of the contract, the services have been carried out in an incomplete or non-compliant manner,
- where payment is due at the end of certain stages of performance of the contract, the amount corresponding to the period in question,
- in the case of a joint-liability consortium, for each economic operator, the amount of the services provided by the economic operator,
- in the case of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding tax, their amount inclusive of tax and, where applicable, the price variations established exclusive and inclusive of tax,
- where applicable, the compensation, premiums and deductions other than the guarantee deposit, established in accordance with the provisions of the contract.

11.4.2. In the event of performance of services at the expense and risk of the defaulting Contract Holder, the additional cost borne by the Client, corresponding to the difference between the price it should have paid to the Contract Holder for the performance of the services and the price actually paid for the performance thereof in place of the defaulting Contract Holder, shall be deducted from the sums due to the Contract Holder in respect of the services accepted.

11.4.3. The payment request shall specify the elements subject to VAT, distinguishing them according to the applicable rate.

11.4.4. Unit prices may be divided, in order to reflect ongoing services.

11.4.5. Lump sum prices may be divided, if the service or part of the service to which the price relates is not completed. A fraction of the price equal to the percentage of performance of the service is then calculated. In order to determine this percentage, the breakdown of the prices referred to in Article 11.4.1 shall be applied, if requested by the Client.

11.4.6. The Contract Holder shall prepare its payment request in line with the model or in accordance with the conditions established by the specific contract documents.

11.5. Calculation of the amount due by the Client for the services provided

11.5.1. The amount of the sums due may be established on the basis of joint reports.

11.5.2. When the contract provides for the payment of instalments, upon the completion of certain stages of the performance of the services, and it indicates the portion of the price to be paid upon completion of each of these stages, the payment request shall include:



- for each part of the contract executed, the corresponding portion,
- for each part of the contract undertaken, after agreement by the Client, a fraction of the corresponding portion, equal to the percentage of performance of the services in question.

11.6. Submission of the payment request

11.6.1. The submission of a payment request shall be made:

- either on the dates provided for in the contract, or
- after acceptance of the services, in accordance with the provisions of the contract, or
- at the beginning of each month for the services performed the previous month, in the case of services that are performed on a continuous basis; the Contract Holder shall then send the Client a monthly payment request establishing the total amount, fixed at the end of the previous month, of the sums it may claim as a result of the execution of the contract since the beginning thereof, or
- on the dates scheduled for the payment of instalments.

11.6.2. The payment request may indicate the supplies which, in accordance with the provisions of the contract or by mutual agreement between the parties, shall be paid, even though they remain in storage at the Contract Holder's premises.

11.7. Acceptance of the payment request by the Client

The Client shall accept or correct the payment request. It shall complete it, if necessary, by indicating the advances to be reimbursed, and the premiums and the reductions applied.

It shall agree on the amount of the sum to be paid and, if this is different from the amount indicated in the payment request, it shall notify the Contract Holder of said difference.

11.8. Payment for balance and final partial payments

11.8.1. The payment request shall be sent to the Client after the acceptance decision.

The payment request may also give rise to a final partial payment of the services performed, in the case where the specific contract documents provide for payments at the end of the performance of certain parts of the services provided for in the contract.

11.8.2. If, after having been given notice to do so, the Contract Holder does not produce its payment request within a period of forty-five days from acceptance of the services, the Client may proceed *ex officio* with the settlement, on the basis of a statement of account that it shall prepare. Said statement of account shall be sent to the Contract Holder.

11.8.3. In the event of a dispute relating to the amount of the sums due, the Client shall settle the sums it has accepted. After resolution of the disagreement, it shall, if necessary, pay a supplement, plus, if applicable, default interest, running from the date of the request submitted by the Contract Holder.



ARTICLE 12: PAYMENT IN THE CASE OF CO-CONTRACTING OR SUBCONTRACTING

12.1. Co-contracting provisions

12.1.1. In the case of a joint-liability consortium, each member of the consortium shall directly receive the sums relating to the performance of its own services.

12.1.2. In the case of a joint-and-several liability consortium, payment shall be made into a single account, opened in the name of the members of the consortium or the representative, unless the contract provides for a distribution of payments between the members of the consortium and indicates the terms of said distribution.

12.1.3. Irrespective of the form of the consortium, the representative has sole authority to submit the payment request to the Client. In the case of a joint-liability consortium, the payment request submitted by the representative shall be broken down into as many parts as there are members of the consortium to be paid separately. Each party shall enter the information necessary for paying the economic operator concerned.

12.1.4. The representative has sole authority to formulate or communicate the claims of the members of the consortium.

12.2. Provisions relating to subcontractors:

The services performed by the subcontractors, the payment terms of which have been approved by the Client, shall be paid for under the financial conditions provided for by the contract or by a special document.

CHAPTER 3: DEADLINES

ARTICLE 13: PERIOD OF PERFORMANCE

13.1. Start of the period of performance

13.1.1. The period of performance of the contract starts from its date of signature.

13.1.2. The deadline for performance of the purchase order starts from its date of notification.

13.1.3. The period of performance of a conditional stage starts from the date of notification of the confirmation decision.

13.2. Expiry of the period of performance

13.2.1. In the event of delivery or performance of the services at the Client's premises, the expiry date of the period of performance is the date of delivery or completion of the services.



13.2.2. Where the contract has established that the acceptance shall take place on the premises of the service provider, the expiry date of the period of performance is that provided for acceptance.

13.2.3. In the case of design services, the expiry date of the period of performance is the date of submission of the designs to the Client, in order to undertake the verification operations.

13.2.4. If the services are not completed by the expiry date of the validity of the contract, the period of performance of the services shall expire on the expiry date of the validity of the contract, with the exception of purchase orders issued during the validity of the contract.

13.3. Extension of the period of performance

13.3.1. When the Contract Holder is unable to meet deadlines for performance as a result of the Client's actions or due to an event of force majeure, the Client shall extend the period of performance. The period thus extended shall have the same effects as the contractual period.

13.3.2. In order to benefit from this extension, the Contract Holder shall inform the Client of the causes hindering the performance of the contract within the contractual period. It shall have, for this purpose, a period of fifteen days from the date on which these causes emerged or until the end of the contract, in the event that the contract expires in a period of less than fifteen days. It shall, by means of the same request, inform the Client of the duration of the requested extension.

13.3.3. The Client shall have a period of fifteen days from the date of receipt of the request of the Contract Holder in which to notify the Contract Holder of its decision, provided that the contract does not come to an end before the end of this period.

The request for extension cannot be refused when the delay is due to the intervention of the service provider, as part of a requisition order.

Furthermore, provided that the purpose of the contract itself is not to respond to a situation of extreme urgency resulting from unforeseeable situations, the request for extension cannot be refused when the delay is due to the intervention of the service provider, in the context of a contract concluded in an extreme urgency resulting from unforeseen circumstances.

The period of performance of the contract shall be extended by the time required to deliver the services performed upon request or for the needs of the contract concluded in a situation of extreme urgency.

13.3.4. No request for an extension of the period of performance may be made after the expiry of the contractual period for performance of the service.

ARTICLE 14: PENALTIES FOR DELAY

14.1. Penalties for delay

14.1.1. Penalties for delay start from, without any requirement to provide formal notice, the day after the day on which the contractual deadline for performance of the services has expired, subject to the provisions laid down in Articles 13.3 and 20.4.

This penalty is calculated by applying the following formula:

$$P = V * R / 1000$$

where: P = the amount of the penalty



V = the value of the deliverables on which the penalty calculation is based, this value being equal to the base price cost, before price variations and not including VAT, of the portion of the deliverables that is supplied late or of all the deliverables, if the delay in supplying one part makes the whole package unusable.

R = the number of days late.

14.1.2. Once the amount of penalties is determined, said penalties shall be reviewed. They shall then be deducted from the amount of the updated or revised contract, inclusive of tax.

14.1.3. The Contract Holder is exempt from penalties whose total amount does not exceed €300, excluding tax, for the entire contract.

14.2. Penalties for unavailability in maintenance contracts

14.2.1. Equipment is unavailable when, independently of the Client and outside of preventive maintenance work, its use is made impossible either due to the defective functioning of an element or device or of a function included therein, or due to the unavailability of another item of equipment to which it is linked by connections provided and maintained by the Contract Holder and to which it is subject for the performance of the work in progress at the time of the incident.

14.2.2. The unavailability starts:

- in the case of on-site maintenance, at the moment at which the Contract Holder receives the request for intervention. When the access of the Contract Holder's workers to the faulty equipment is delayed due to the Client, the unavailability shall be suspended until said access becomes effective;
- in the case of maintenance at the Contract Holder's premises, at the time of delivery of the defective item to the Contract Holder or its qualified representative, in a place provided for in the contract.

14.2.3. The unavailability ends with the return to the Client of the elements in working order. However, when the repaired elements become unavailable again, for the same reasons, within eight hours of use following their repair, the duration of unavailability shall be deducted from the establishment of the initial unavailability.

14.2.4. The Contract Holder must inform the Client of the foreseeable duration of the unavailability when it exceeds the thresholds set in 14.2.5.

14.2.5. Except in the event of force majeure, when the observed unavailability exceeds the thresholds below, the Contract Holder shall be subject to penalties.

These thresholds are set at:

- eight business hours for on-site maintenance;
- fifteen consecutive days for maintenance at the Contract Holder's premises.

The penalty is calculated by applying the following formula:

$$P = (V * R) / 30;$$

P = the amount of the penalty;

V = the value of the monthly remuneration paid for maintenance;

R = the number of days late.





ARTICLE 15: INCENTIVES FOR EARLY COMPLETION OF THE SERVICES

The contract may provide for incentives for the early completion of either all the services, or certain parts of the services subject to specific deadlines or time limits set in the contract.

The incentive shall be paid inclusive of tax, without the Contract Holder being obliged to request it, along with the balance for the corresponding service. It is subject to the same payment rules as those relating to said balance.

CHAPTER 4: PERFORMANCE

ARTICLE 16: PLACES OF PERFORMANCE

16.1. At the request of the Client, the Contract Holder must inform the Client of the place of performance of the services. The Client may monitor performance on-site. Access to the place of performance is reserved for the Client's representatives only.

The persons designated by the Client for this purpose shall have free access to the areas concerned by the performance of the services provided for in the contract, in compliance with the safety instructions provided for the site. They shall be bound by the confidentiality obligations provided for in Article 5. 1.

16.2. If the Contract Holder interferes with the exercise of the Client's right of control during the performance of the contract, it shall incur the penalties provided for in Article 32.

ARTICLE 17: EQUIPMENT, OBJECTS AND SUPPLIES ENTRUSTED TO THE CONTRACT HOLDER

17.1. When the specific contract documents provide for the delivery to the Contract Holder of materials or objects to be repaired, modified or maintained, as well as supplies (i.e. finished or semi-finished products or raw materials), the materials, objects and supplies not consumed shall be returned at the place and on the date set out in the specific contract documents.

A joint report shall be prepared to verify the status of this equipment, object or supplies at the time they are provided to the Contract Holder. This report shall be signed by both parties. It shall mention the value of the equipment.

The effective date of the provision of the resources shall be that of the joint report.

17.2. The Contract Holder shall be responsible for the conservation, maintenance and use of any equipment, object or supply entrusted to it as soon as said equipment, object or supply is made available to it. It may use it for the purposes set out in the contract only.



17.3. The Contract Holder is required to insure the equipment, objects and supplies entrusted to it, at its own expense, prior to them being made available to it and for as long as it makes use of them, and to be in a position, at any time during the execution of the contract, to justify that it has fulfilled said insurance obligation.

17.4. The costs and risks of transporting equipment, objects and supplies that must be returned to the client are the responsibility of the Contract Holder.

17.5. A joint report shall be prepared at the time the equipment, objects or supplies are returned to the Client. If the Contract Holder is unable to return any equipment, objects or unused supplies in good condition, for any reason whatsoever, the Client shall decide, after being informed of the options of the Contract Holder, the remedy to be applied: replacement, restoration to their original condition or reimbursement.

In the case of a reimbursement, the value taken into account will be the residual value at the date of the disappearance of the property or the loss.

17.6. In the absence of return, replacement, restoration or reimbursement within the deadlines set out in the specific contract documents, the Client may suspend payment of the sums due for the services in question, within the limit of the residual value of the goods concerned, until said return, replacement, restoration or reimbursement is actually effected.

17.7. In addition to the remedies mentioned above, the contract may be terminated under the conditions set out in Article 32 in the event of non-return, deterioration or misuse of the equipment, non-replacement, non-repair or non-reimbursement of the objects entrusted or supplies not used.

ARTICLE 18: PREPARATION OF PREMISES INTENDED FOR THE MATERIAL TO BE USED IN THE CONTRACT

The Client shall prepare, at its own expense, the premises intended for use of the material and, if necessary, following consultation with the Contract Holder, shall provide for the maintenance and fluid supply thereof..

The Client shall inform the Contract Holder of the availability of the premises. This information must be given at least fifteen days before the delivery of the equipment.

These arrangements must be completed before the scheduled date of delivery.



ARTICLE 19: STORAGE, PACKAGING AND SHIPPING

19.1. Storage:

19.1.1. If the specific contract documents provide for an obligation of the Contract Holder to store materials at its premises, the Contract Holder shall assume responsibility as custodian of said materials during a period specified by the specific contract documents and starting from the acceptance of said materials.

19.1.2. When the materials are stored in the Client's premises, the Client shall assume responsibility as custodian until the acceptance decision.

19.2. Packaging:

19.2.1. The quality of the packaging must be appropriate to the conditions and modes of shipping. The quality of the packaging is the responsibility of the Contract Holder.

19.2.2. The packaging remains the property of the Contract Holder.

19.3. Shipping:

Materials are shipped to the place of delivery under the responsibility of the Contract Holder. The packaging, loading, stowage and unloading is done under its responsibility.

ARTICLE 20: DELIVERY

20.1. Any delivery made by the Contract Holder must be accompanied by a delivery order or a list, prepared separately for each recipient, and specifying in particular:

- the date of shipment;
- the reference to the order or the contract;
- the identification of the Contract Holder;
- the identification of the supplies delivered and, where applicable, their distribution by package;
- the number of manufacturing lot(s), if required by the regulations relating to labelling.

Each package must clearly indicate its order number as it appears on the delivery order or list. Each package shall contain an inventory of its contents.

20.2. The delivery is recorded through the issuance of a receipt to the Contract Holder or by the signature of the delivery order or list, a copy of which shall be kept by each party. If delivery is not possible, said impossibility to deliver must be mentioned on one of these documents.

20.3. If the provision of the designated premises results in exceptional maintenance difficulties not provided for in the specific contract documents, the resulting additional delivery costs shall be paid separately. These handling services shall give rise to an addendum.



20.4. A postponement of delivery may be granted to the Contract Holder when, except in the cases established for the extension of the period under Article 13.3, a cause beyond the control of the Contract Holder hinders performance of the contract within the contractual period.

A postponement of delivery may also be granted to the Contract Holder if it justifies special measures and precautions to reduce the environmental impact related to shipping and to the delivery conditions.

The postponement of delivery shall suspend, for a time equal to its duration, the application of penalties for delay.

The formalities for granting the suspension of delivery are the same as those for the extension of the period mentioned in Article 13.3.

No postponement of delivery may be requested by the Contract Holder for events occurring after the expiry of the period of performance of the contract, including any extensions.

ARTICLE 21: IN-PLANT SUPERVISION

21.1. Where the specific contract documents provide for in-plant supervision of the performance of the services, the Contract Holder is required to comply with the provisions of this Article.

It must inform the Client of the plants or workshops in which the various phases of performance of the services will take place. It undertakes to provide the Client with free access to these plants or workshops and to make available to the Client, at no cost, the means necessary to complete its mission.

21.2. The Contract Holder must inform the Client, in a timely manner, of all the operations for which the latter has declared that it wishes to be present; failing this, the Client may either request that they be restarted or refuse the services subject to these operations, outside of its control.

The Client must be notified immediately of any events likely to modify the planned implementation of the operations.

21.3. During the performance of the services, the Client shall inform the Contract Holder of any element of the service that is not satisfactory.

21.4. The exercise of supervision leaves the Contract Holder fully responsible and does not limit the Client's right to refuse the services recognized as defective at the time of verification.

21.5. The Client's agents and the persons authorised by it, who, by virtue of their duties, are informed of the means of manufacture or any other information relating to the Contract Holder, are subject to the obligation of confidentiality referred to in Article 5.1.

Their travel expenses and their remuneration, incurred as part of these supervision operations, shall be borne in full by the Client.



CHAPTER 5: CONFIRMATION OF PERFORMANCE OF THE SERVICES - WARRANTY - MAINTENANCE

ARTICLE 22: VERIFICATION OPERATIONS

22.1. Nature of the operations

The services that are the subject of the contract are subject to quantitative and qualitative verifications in order to ensure that they meet the provisions of the contract.

Verification operations shall be carried out under the conditions laid down in the specific contract documents. Unless otherwise indicated in the contract, the verification operations shall be carried out according to standard professional practices for the current supplies or services in question.

The materials and objects required for the tests shall be taken by the Client from the services delivered under the contract.

22.2. Verification costs

22.2.1. Irrespective of the results of the verifications, the costs involved shall be borne by the Client for the operations which, in accordance with the provisions of the contract, must be performed at its own premises. In all other cases, they are borne by the Contract Holder. However, where one of the parties has agreed to have tests carried out at its own premises which, in accordance with the specific contract documents, should have been carried out at the premises of the other party, the corresponding costs shall be borne by the other party.

22.2.2. The Contract Holder shall notify the Client of the date from which the services can be presented for these verifications.

22.3. Presence of the Contract Holder

The Client shall notify the Contract Holder, at least eight days before the scheduled date, of the dates and times set for the verifications, in order to enable it to attend or be represented. The absence of the duly informed Contract Holder, or its representative, shall not hinder the implementation or validity of the verification operations.



ARTICLE 23: IMPLEMENTATION OF THE VERIFICATION OPERATIONS

23.1. At the time of delivery of the supplies or the performance of the services, the Client shall carry out simple quantitative and qualitative verification operations which require only a cursory examination and require only a short time.

The Client may notify the Contract Holder of its decision immediately, which shall be made in accordance with the terms and conditions specified in Article 25.

It must do so without delay in the case of supplies subject to rapid alteration. If no decision is notified, these supplies shall be deemed accepted on the day of their delivery.

23.2. Verification operations other than those mentioned in point 1 above shall be performed by the Client, under the conditions provided for in Article 24 below.

The time period for carrying out said verifications and providing notification of its decision is limited to fifteen days. After this period, the supplies or services are deemed to have been accepted.

For verifications carried out at the Client's premises or at any other place designated by the Client, the starting point of the period shall be the date of delivery or entry into service, if any, at that location.

For verifications which, under the terms of the contract, are performed at the Contract Holder's premises or at any other place designated by the Contract Holder, the starting point of the period shall be the date on which the Contract Holder reports that, subject to the provisions of paragraph 3 below, all the supplies or services are ready for verification.

23.3. In the case of a contract with separate parts to be delivered, the delivery of each part is subject to separate verifications and decisions.

ARTICLE 24: DECISIONS AFTER VERIFICATIONS

24.1. Quantitative verifications

At the end of the quantitative verification operations, if the quantity supplied or the services performed do not comply with the provisions of the contract, the Client may decide to accept them as they stand or to issue formal notice to the Contract Holder requesting that, within a time period stipulated by the Client, the Contract Holder:

- either takes back the surplus provided;
- or completes the delivery or the service.

The quantitative compliance of the services shall not preclude the performance of qualitative verification operations.

24.2. Qualitative verifications

Upon completion of the qualitative verification operations, the Client makes an acceptance, deferral, reduction or rejection decision under the conditions set out in Article 25.



ARTICLE 25: ACCEPTANCE, DEFERRAL, REDUCTION AND REJECTION

25.1. Acceptance

The Client shall declare the acceptance of the services, subject to hidden defects, if they meet the provisions of the contract. Acceptance shall take effect on the date of notification to the Contract Holder of the acceptance decision or in the absence of a decision, within a period of fifteen days from the date of delivery.

25.2. Deferral

25.2.1. The Client, when it considers that services may only be accepted following certain adjustments, may decide to defer acceptance of the services by means of a reasoned decision. This decision shall invite the Contract Holder to present the updated services to the Client within a period of fifteen days.

The Contract Holder must make known its acceptance within ten days from the notification of the deferral decision. In the event of refusal by the Contract Holder or in the absence of declaration by the Contract Holder during this period, the Client shall have the option of declaring acceptance of the services with reduction or rejecting them, under the conditions set out in points 3 and 4 of this Article, within a period of fifteen days from the notification of the Contract Holder's refusal or from the expiry of the ten-day period mentioned above.

The absence of declaration by the Client beyond this period of fifteen days shall be deemed a decision to reject the services.

25.2.2. If the Contract Holder again presents the updated services, after the decision to defer acceptance of the services, the Client shall again have the totality of the time period provided for to carry out the verifications of the services, as from their new presentation by the Contract Holder.

25.2.3. In the event that the verification operations are carried out at the Client's premises, the Contract Holder shall have a period of fifteen days from the notification of the deferral decision to remove the goods subject to the postponement decision.

After this period, these supplies may be removed or destroyed by the Client, at the expense of the Contract Holder.

The deferred services, the custody of which at the Client's premises presents a danger or an intolerable inconvenience, may be immediately removed or destroyed, at the expense of the Contract Holder, after the latter has been informed.

25.3. Reduction

When the Client considers that the services, although not fully in compliance with the provisions of the contract, may nevertheless be accepted as they stand, it may accept them with a price reduction proportional to the extent of the imperfections noted. This decision must be justified. The Contract Holder cannot be notified of said decision until it has been given the opportunity to submit its observations.

25.4. Rejection



25.4.1. When the Client considers that the services are not in compliance with the provisions of the contract and cannot be accepted as they stand, it shall declare partial or total rejection of them.

The rejection decision must be justified. The decision cannot be taken until the Contract Holder has been given the opportunity to submit its observations.

25.4.2. In the event of rejection, the Contract Holder is required to perform the service provided for in the contract again.

25.4.3. The Contract Holder shall have a period of one month from the notification of the rejection decision to remove any supplies delivered in respect of the rejected services. When this period has elapsed, they may be removed or destroyed by the Client, at the expense of the Contract Holder.

The rejected services, the custody of which at the Client's premises presents a danger or an intolerable inconvenience, may be immediately removed or destroyed, at the expense of the Contract Holder, after the latter has been informed.

25.5. When the poor quality or defectiveness of the supplies or materials delivered by the Client, and included in the composition of the services, is the reason for the lack of conformity of the services with the provisions of the contract, the Client may not take a deferral, acceptance with reduction, or rejection decision:

- if the Contract Holder has, within a period of fifteen days from the date on which it had the opportunity to inspect said supplies, materials or equipment, informed the Client of the defects in the supplies, materials or equipment delivered, where reservations made concerning hidden defects are unable to be detected with the means at its disposal,
- and the Client has decided that the supplies, materials or equipment should nevertheless be used and has notified the Contract Holder of its decision.

ARTICLE 26: TRANSFER OF OWNERSHIP

Acceptance of the services entails the transfer of ownership.

If the delivery of the services to the Client takes place after their acceptance, the Contract Holder shall assume the obligations of custodian until their effective delivery.

ARTICLE 27: MAINTENANCE OF THE SERVICES

27.1. Terms and conditions of maintenance

If the contract provides for maintenance of the delivered services, this shall include the interventions requested by the Client, in the event of malfunction of one of the elements that are the subject of the contract, as well as preventive maintenance.



Maintenance also covers the modifications made to the equipment at the initiative of the Contract Holder. The Client shall be informed of these modifications; it may object to such changes when it necessitates changes in its operating processes, unless the Contract Holder assumes the cost of such changes.

The Client is prohibited from performing having performed, without the agreement of the Contract Holder, any maintenance operations other than those the performance of which is incumbent upon it in accordance with the specific contract documents.

The Contract Holder shall guarantee that the equipment it maintains is able to fulfil the functions defined in the specific contract documents.

27.2. Access to the Client's premises for the maintenance operations

27.2.1. When maintenance is carried out at the Client's premises, the interventions shall take place within a time window indicated in the specific contract documents, referred to as the intervention period. The time limit laid down for the contractor to respond to a request for intervention will only apply during the intervention period specified in the specific contract documents.

The intervention period shall take place from 8 a.m. to 6 p.m., Monday to Friday, excluding public holidays.

27.2.2. The Client shall grant the Contract Holder's workers that are responsible for carrying out the maintenance, and which it has approved, access to its premises under the conditions provided for in its regulations.

The Client may withdraw its approval by means of a reasoned decision, which it shall promptly notify to the Contract Holder. During their time at the Client's premises, the Contract Holder's workers are subject to the access and security rules established and communicated to the Contract Holder by the Client.

27.3. Maintenance at the Contract Holder's premises

When the contract provides for maintenance to be carried out at the Contract Holder's premises, the deadline for returning the equipment is fifteen days.

This period runs from the date of arrival of the defective item at the Contract Holder's premises until the date of arrival of the repaired item, or replacement item, at the Client's premises.

ARTICLE 28: WARRANTY

28.1. The services are covered by a minimum one-year warranty. The starting point of the warranty period is the date of notification of the acceptance decision.

28.2. Under this warranty, the Contract Holder undertakes to repair or replace, at its expense, any part of the service that is recognised as defective, except in the case where the defect is attributable to the Client.



This warranty also covers the staff travel costs, packing, packaging and transport of equipment required for repair or replacement, whether these operations are carried out at the place of supply or if the Contract Holder has arranged for the supply to be returned to its premises for this purpose.

When, during repair, the loss of use entails a disadvantage to the Client, the latter may request that equivalent replacement equipment be provided.

28.3. The time period granted to the Contract Holder to carry out an adjustment or a repair which is requested of it shall be set by the specific contract documents or, failing that, by decision of the Client following consultation with the Contract Holder.

28.4. During the warranty period, the Contract Holder must perform the repairs required by the Client. It may ask for payment if it is able to justify that invoking the warranty is unfounded.

28.5. Extension of the warranty period

If, at the expiration of the warranty period, the Contract Holder has not carried out the required restoration, this period shall be extended until the restoration is completed.

The foregoing provisions do not preclude the specific contract documents from defining specific guarantees for certain categories of services. In this case, the contract sets the terms, conditions and effects of these guarantees on the respective obligations of the parties.

CHAPTER 6: TERMINATION

ARTICLE 29: GENERAL PRINCIPLES

The Client may terminate the performance of the services which are the subject of the contract before the completion of said services, either in the case of the special circumstances mentioned in Article 31, or at the request of the Contract Holder under the conditions provided for in Article 32, or due to the fault of the Contract Holder under the conditions provided for in Article 30.

The decision to terminate the contract shall be notified to the Contract Holder. Subject to the special provisions mentioned below, termination shall take effect on the date set in the decision to terminate the contract or, failing that, on the date of its notification.

ARTICLE 30: TERMINATION DUE TO EVENTS EXTERNAL TO THE CONTRACT

30.1. Death or civil incapacity of the Contract Holder.

In the event of death or civil incapacity of the Contract Holder, the Client may terminate the contract or accept its continuation by the successors or the administrator. A transfer amendment shall be established for this purpose.

The termination, if pronounced, shall take effect on the date of death or civil incapacity. It does not entitle the Contract Holder or its successors to any compensation.



30.2. Insolvency proceedings and bankruptcy

In the event of insolvency proceedings, if the court appointed administrator states that he is unable to fulfil the contractor's obligations, under the conditions set out in Article L. 622-13 of the French Code of Commerce, the contract is terminated.

In the event of the Contract Holder's bankruptcy, if the court appointed liquidator states that he is unable to fulfil the contractor's obligations, under the conditions set out in Article L. 641-10 of the French Code of Commerce, the contract is terminated.

The termination, if pronounced, shall take effect on the date of the event. It does not entitle the Contract Holder to any compensation.

30.3. Physical incapacity of the Contract Holder

In case of manifest and long-term physical incapacity of the Contract Holder, compromising the smooth performance of the contract, the Client may terminate the contract.

Termination of the contract shall not entitle the Contract Holder to any compensation.

ARTICLE 31: TERMINATION DUE TO EVENTS RELATED TO THE CONTRACT

31.1. Difficulty in the performance of the contract

Where the Contract Holder encounters, during performance of the services, any particular technical difficulties the resolution of which would require the implementation of means that are disproportionate to the value of the contract, the Client may terminate the contract at its own initiative or at the request of the Contract Holder.

When the Contract Holder is unable to perform the contract due to an event of force majeure, the Client shall terminate the contract.

31.2. Late service order

When the termination is pronounced at the request of the Contract Holder pursuant to Article 3.8.3, the latter shall be compensated for the costs and investments it may have incurred for the contract and strictly necessary for its performance.

ARTICLE 32: TERMINATION DUE TO FAULT OF THE CONTRACT HOLDER

32.1. The Client may terminate the Contract due to fault by the Contract Holder in the following cases:



- a) The Contract Holder contravenes any legal or regulatory obligations relating to the work or the protection of the environment,
- b) Equipment, resources, objects and supplies have been entrusted to the Contract Holder or buildings and land have been made available to it, and it finds itself in one of the cases referred to in Article 17.7,
- c) The Contract Holder has not fulfilled its obligations within the contractual deadlines,
- d) The Contract Holder has obstructed the performance of an inspection by the Client under Articles 16 and 21,
- e) The Contract Holder has subcontracted work in contravention of the laws and regulations relating to subcontracting, or it has not fulfilled the obligations relating to subcontractors set out in Article 3; 6,
- f) The Contract Holder has not produced the insurance certificates under the conditions provided for in Article 9,
- g) The Contract Holder declares, irrespective of the cases provided for in Article 30.1, that it is unable to fulfil its obligations,
- h) The Contract Holder has not communicated the changes mentioned in Article 3.4.2 and these changes are likely to jeopardize the proper performance of the contract,
- i) The Contract Holder has engaged in fraudulent acts during the performance of the contract;
- j) The Contract Holder or the subcontractor does not fulfil the obligations relating to confidentiality, professional banking secrecy, protection of personal data, and security, in accordance with Article 5,
- k) In the case of maintenance services, the unavailability is established for thirty consecutive days,
- l) The use of the results by the Client is seriously compromised, due to the Contract Holder's delay in the performance of the contract,
- m) Subsequent to the signing of the contract, the Contract Holder has been prohibited from practising any industrial or commercial profession,
- n) Subsequent to the signing of the contract, the information or documentation produced by the Contract Holder, in support of its application or required prior to the award of the contract, prove to be inaccurate.

32.2. Except in the cases provided for in i, m and n of.32.1 above, a formal notice, together with a period of performance, must have been previously notified to the Contract Holder and have remained ineffective.

As part of the formal notice, the Client shall inform the Contract Holder of the proposed penalty and invite it to submit its comments.

32.3. The termination of the contract does not preclude the exercise of civil or criminal proceedings that may be brought against the Contract Holder.

ARTICLE 33: TERMINATION ACCOUNT



33.1. The termination of the contract is subject to a termination account, which shall be prepared by the Client and notified to the Contract Holder.

33.2. The termination account prepared following a termination decision made under Article 31 shall include:

33.2.1. Debited to the Contract Holder:

- the amount of the sums paid as an advance, instalment, final partial payment and balance,
- the value, fixed by the contract and any amendments thereto, of the resources entrusted to the Contract Holder that the latter is unable to return as well as the value of recovery of the resources which the Client assigns to the Contract Holder amicably;
- the amount of the penalties;

33.2.2. Credited to the Contract Holder:

33.2.2.1. The value of the services provided to the Client, namely:

- the contractual value of the services received, including, where applicable, default interest;
- the value of any services provided at the request of the Client, such as the storage of supplies.

33.2.2.2. Expenses incurred by the Contract Holder for the performance of services that have not been provided to the Client, to the extent that these expenses have not been previously recovered or cannot be subsequently recovered, namely:

- the cost of materials and items supplied for the performance of the contract,
- the cost of the facilities, equipment and tools supplied for the performance of the contract,
- other expenses of the Contract Holder directly related to the performance of the contract.

33.2.2.3. Staff expenses for which the Contract Holder provides proof that they result directly and necessarily from the termination of the contract.

33.2.2.4. More generally, all damages suffered as a result of the termination by the Contract Holder and its subcontractors and suppliers, where applicable.

33.3. The termination account following a termination decision made under Article 32 shall include:

33.3.1. Debited to the Contract Holder:

- the amount of the sums paid as an advance, instalment, final partial payment and balance,
- the value, fixed by the contract and any amendments thereto, of the resources entrusted to the Contract Holder that the latter is unable to return as well as the value of recovery of the resources which the Client assigns to the Contract Holder amicably;
- the amount of the penalties;
- where applicable, any additional costs arising from contracts entered into by the Contract Holder at its own risk and expense in the circumstances specified in Article 35.

33.3.2. Credited to the Contract Holder:

- the contractual value of the services received, including, where applicable, default interest;
- the value of any services provided at the request of the Client, such as the storage of supplies.

33.4. The termination account following a termination decision made under Article 30 or following a request by the Contract Holder shall include:

33.4.1. Debited to the Contract Holder:

- the amount of the sums paid as an advance, instalment, final partial payment and balance,



- the value, fixed by the contract and any amendments thereto, of the resources entrusted to the Contract Holder that the latter is unable to return as well as the value of recovery of the resources which the Client assigns to the Contract Holder amicably;
- the amount of the penalties;

33.4.2. Credited to the Contract Holder:

- the contractual value of the services received, including, where applicable, default interest;
- the value of any services provided at the request of the Client, such as the storage of supplies.

33.5. The Client must provide notification of the statement of account to the Contract Holder no later than two months after the effective date of termination of the contract.

In this case, the penalties for late payment shall be applied up to and including the day before the effective date of termination.

ARTICLE 34: DELIVERY OF SERVICES AND MATERIAL RESOURCES PERMITTING PERFORMANCE OF THE CONTRACT

In the event of termination, the Client may require the Contract Holder:

- to deliver the services in progress, as well as the materials and objects in its possession for the performance of the contract,
- to deliver the material resources specifically intended for the contract,
- to take precautionary measures, in particular storage or security operations.

The Client shall inform the Contract Holder or its successors, upon notification of the termination of the contract, by indicating the deadline for delivering these items by the Contract Holder and the conditions for storing them pending said delivery.

ARTICLE 35: PERFORMANCE OF THE SERVICE AT THE EXPENSE AND RISK OF THE CONTRACT HOLDER

35.1. On the condition that it is provided for in the specific contract documents and expressly mentioned in the decision to terminate the contract, the Client may have a third party perform the services provided for in the contract, at the expense and risk of the Contract Holder, either in the event of non-performance by the Contract Holder of a service which, due to its nature, cannot incur any delay, or in the event of termination of the contract declared due to fault on the part of the Contract Holder.

35.2. If it is not possible for the Client to obtain, under acceptable conditions, services that are exactly in accordance with those provided for in the specific contract documents, it may substitute them for equivalent services.

35.3. The Contract Holder of the terminated contract is not allowed to participate, either directly or indirectly, in the performance of services carried out at its own expense and risk. It must, however, provide all the information collected and the means implemented in the performance of the initial contract and which are necessary for the performance of said contract by the third party appointed by the Client.



35.4. The increase in expenses, in comparison to the contract prices, resulting from the performance of the services at the expense and risk of the Contract Holder, shall be borne by the Contract Holder. The Contract Holder shall not benefit from any decrease in expenses.

CHAPTER 7: DISPUTES AND LITIGATION

ARTICLE 36: DISPUTES BETWEEN THE PARTIES

36.1. The Client and the Contract Holder shall make every effort to settle any dispute concerning the interpretation of the provisions of the contract or the performance of the services which are the subject of the contract in an amicable manner.

36.2. Any dispute between the Contract Holder and the Client must be the subject of a letter of complaint from the Contract Holder setting out the reasons for its disagreement and indicating, where applicable, the amount of the sums claimed. This letter must be communicated to the Client within two months, starting from the day the dispute arose, failing which the complaint will be barred.

36.3. The Client shall have a period of two months, starting from receipt of the letter of complaint, to send notice of its decision. The absence of a decision within this period shall be deemed as rejection of the claim.

ARTICLE 37: ATTRIBUTION OF JURISDICTION

If, however, the parties cannot reach an agreement, for any dispute that may arise relating to the interpretation or performance of the contract, exclusive jurisdiction is assigned to the Commercial Court of Paris, notwithstanding multiple defendants or third-party claims, even for urgent or preventive measures, by application for summary proceedings or by petition.
