



GENERAL TERMS AND CONDITIONS OF PURCHASE

(in force from 13/09/2023)

ARTICLE 1 - SUBJECT

The purpose of these General Terms and Conditions is to define the clauses and conditions applicable to any purchase of equipment by **AROL ENERGY** from manufacturers or suppliers (hereafter referred to as "the Seller").

The contract, consisting of the Special and General Terms and Conditions and the contractual documents listed in the Special Terms and Conditions is deemed to be complete,

- when a contract is signed between **AROL ENERGY** and the Seller, or
- when the **AROL ENERGY** contract is accepted unreservedly by the Seller.

This acceptance is express when the Seller returns the acknowledgement of receipt of the order without reservation within fifteen days of sending the contract; it is implied when the Seller makes no reservation or observation within fifteen days of the contract being sent.

By signing the Contract, or by express or implied acceptance of the order, the Seller is deemed to have accepted these General Terms and Conditions without reservation and to have waived, also without reservation and definitively, their own general or special terms and conditions of sale. Receipt by **AROL ENERGY** of any document (quote, order acknowledgement, invoice or other) on which the Seller's general or special terms and conditions of sale appear in any form whatsoever shall not constitute a waiver of these General Terms and Conditions of Purchase or acceptance of the Seller's general or special terms and conditions of sale.

The agreement of the parties, whether it is through the signature of a purchase contract or whether it results from an order accepted even impliedly, will hereinafter be referred to as "the Contract".

ARTICLE 2 - DEFINITION OF THE EQUIPMENT

The Contract defines the equipment purchased, specifying, if necessary, in the attached technical documents, its characteristics, functions, performances, etc. whether it is a standard item of equipment or a specific item of equipment, and specifying its references if it is a standard item of equipment.

ARTICLE 3 – TECHNICAL CHARACTERISTICS OF THE EQUIPMENT

3.1. - When, prior to the Contract, **AROL ENERGY** submits the general characteristics of the equipment required to the Seller (process data, functions required, performance to be achieved, installation and operating conditions, etc.), the Seller selects the standard equipment or proposes a specific item of equipment that meets these characteristics.

3.2. - If the Contract relates to standard equipment, it must comply with the characteristics and descriptions and fulfil the functions, performance and uses set out in the Seller's notices, catalogues or other documents and in **AROL ENERGY**'s technical documents annexed to the Contract.

If the Contract relates to specific equipment, it must comply with the specifications mentioned in the technical documents annexed to the Contract and meet the required functions and achieve the performances requested in these documents.

The Seller also undertakes to provide **AROL ENERGY** with all the technical documentation as well as the attestations and certificates of conformity relating to the said equipment, no later than one month after its delivery.

3.3 – In general, the equipment, whether it is standard or specific, must comply with best practices and the standards applicable in France, or in the country of use, if applicable.

All of the above provisions imply that, on delivery at the latest, the Seller shall have:

- carried out any necessary tests, inspections and adjustments, notwithstanding the tests, inspections, verifications, adjustments and adjustments referred to in articles 6 and 7 hereafter,
- obtained any end-of-manufacture inspection certificates (including the actual dimensions of all functional and connection dimensions shown either on a drawing or on a diagram), any test certificates and any authorisations from the approved authorities, etc.
- and, more generally, satisfied all the required or recommended obligations under the texts and standards applicable in France, or abroad if applicable, for the manufacture, delivery, installation and operation of the equipment concerned (Machine Directive, Pressure Equipment Directive, etc.).

The Seller must ensure that the source of the components of the equipment supplied does not infringe the regulations in force in the country of destination (embargoes, restrictions, etc.) and inform **AROL ENERGY** accordingly.

If the Seller deems that the equipment which is the subject of the Contract is not suitable for the functions or performance required, or more generally is not suitable for the use for which it is intended, they must notify **AROL ENERGY** within fifteen days of the order being sent; otherwise they are deemed not to have any reservations to make. When the purchase gives rise to the signature of a purchase contract, the Seller is also deemed not to have any reservations in this respect.

The Seller assumes full responsibility for the equipment covered by the Contract, both in terms of its perfect execution and its good condition, its correct functioning, its suitability for its purpose and its performance; the transmission by **AROL ENERGY** of any technical element whatsoever shall in no way limit or reduce this responsibility, the Seller having to ensure its compatibility with the purpose of the Contract.

ARTICLE 4 – RECOURSE TO SUBCONTRACTORS BY THE SELLER

The Seller may not subcontract all or part of its supply, services or transport without having first requested and obtained the agreement of **AROL ENERGY**. The agreement is deemed to have been refused if **AROL ENERGY** does not respond to the Seller's request within a period of fifteen days. In any event, the Seller shall remain fully liable to **AROL ENERGY** for the execution of the Contract.

Similarly, the Seller may not reassign all or part of their rights and/or obligations under this Contract without **AROL ENERGY's** prior written consent.

ARTICLE 5 - MODIFICATIONS

Where specific equipment is involved, **AROL ENERGY** is entitled, even while the contract is being executed, to request any modification it deems necessary. When such a request is made, the Seller must notify its impact on prices and lead times as soon as possible, and in all cases within ten days of the request for modification; failing this, the modification must be made without any impact on prices and lead times.

The impact on the price must be calculated on the same basis as that used to set the original price.

In the event of an increase in price and/or lead time, the modification will only be made after express confirmation by **AROL ENERGY**. Until such confirmation, **AROL ENERGY** always has the option of waiving the modification.

If the price and/or increase in lead time proposed by the Seller proves to be incompatible with **AROL ENERGY's** price and/or time requirements, **AROL ENERGY** has the right to terminate the Contract without any compensation other than that corresponding to the duly justified expenses for the services already carried out.

In the event of a price reduction, the Seller may not raise any claim as long as this reduction does not exceed half of the total price of the Contract. If the reduction exceeds one quarter of this price, the Seller shall be entitled to claim compensation which may not, in any event, exceed the amount of the duly justified expenses incurred to perform the service(s) cancelled, up to a maximum of 10% of the total price of the Contract..

ARTICLE 6 – ANCILLARY SUPPLIES AND SERVICES

6.1. – Even if not specified in the Contract, the Seller must provide **AROL ENERGY**, at no additional cost and at the latest on delivery of the equipment, with:

- the definitive drawings or diagrams of the equipment, in duplicate at least, as well as all the technical documents,
- a list of the spare parts, their manufacture and recommended supplies for periods of operation of one and three years, with an indication of the

corresponding prices and delivery times, in duplicate at least,

- the assembly, commissioning, servicing and maintenance, dismantling and reassembly manual(s) for the equipment with a sectional drawing on which each part is marked and listed in relation to the list of spare parts, in duplicate at least.
- the certificates of compliance, attestations of compliance, Pressure Equipment Directive file, CE certificate and any other certificate and/or test reports that may be requested by **AROL ENERGY**

If the works include the supply of an electrical cabinet, the Seller must provide **AROL ENERGY** with, at least, the Seller's test and self-check reports and will organise, at **AROL ENERGY's** request, in-house training for **AROL ENERGY** staff (or any future operator for the same organisation). This training shall be included in the initial price quoted by the Seller.

Any delay in the execution of these services will justify the application of the late payment penalties provided for in Article 13 below.

6.2. – If the equipment is delivered on site or to any other place indicated by **AROL ENERGY**, the Seller shall carry out, at their own expense and under their own responsibility, all services relating to packaging, transport, unloading, handling and storage on site.

If necessary, the Seller will provide **AROL ENERGY** with special instructions for safeguarding the equipment before installation, testing and commissioning.

Small equipment will be placed in standard crates to prevent loss or damage.

Sufficiently numerous and judiciously placed slinging points will be provided on large equipment, under the Seller's responsibility, in order to ensure unloading and handling in the safest conditions for personnel and equipment.

The packaging must be appropriately marked in compliance with current legislation and must ensure sufficient protection of the contents for the transport operations.

In the event that special precautions need to be taken during unloading, the Seller must notify this in the assembly and handling instructions and on the delivery note. These precautions must be communicated as soon as possible and prior to any handling by **AROL ENERGY** that could reasonably be anticipated

If delivery takes place at the Seller's factory or warehouses or at any other place indicated by the Seller, the Seller must, at its own expense and under its own responsibility:

- prepare and package the equipment with a view to its shipping and transport,
- provide the means of protection required to prevent damage during transport and handling,
- package the equipment,
- load and secure the equipment on the means of transport used by **AROL ENERGY**.

6.3. – Unless otherwise stated in the Contract, the Seller must:

- carry out assembly on the site using its own staff and equipment, this service including, in particular, payment of staff costs (travel, accommodation, subsistence, taxes and miscellaneous charges, etc.), supply of tools, measuring and checking instruments, consumables (water, electricity, gas, etc.), fitting out and cleaning of storage and work areas
- or have the assembly supervised by one or several competent specialists, this service including, in particular, the payment of staff costs (travel, accommodation, subsistence, taxes and miscellaneous charges, etc.),

this, on dates and within the time limits set in the Contract or notified by **AROL ENERGY**.

A report will be drawn up recording the completion and correct performance of the installation. This report may, if necessary, include reservations. In the event of reservations, these must be corrected within a time limit agreed between the Parties.

If the Seller does not carry out these services on the dates indicated, or if they exceed the time limit set, they will incur the penalties for late delivery set out in Article 13 below, without prejudice to **AROL ENERGY's** right to carry out the said services or have them carried out at the expense and risk of the defaulting Seller.

6.4. – Once the assembly operations are complete, in the absence of a specification in the contract, the Seller must, at their own expense and within the time limit set by **AROL ENERGY**, in order to complete its service, adjust and fine-tune the equipment. The Seller must also assist **AROL ENERGY** during the commissioning of the equipment and provide **AROL ENERGY** with all the assistance necessary for the final acceptance of its supply or service.

Any delay in the performance of these services will justify the application of the penalties for late completion provided for in Article 13 below, without prejudice to **AROL ENERGY's** right to perform or have performed the said services at the expense and risk of the defaulting Seller.

ARTICLE 7 - TESTS

7.1. – Apart from the tests and inspections that the Seller must carry out in application of article 3 above, the factory and/or on-site tests and inspections specified in the Contract shall be carried out on the dates and within the time limits set in the Contract or notified by **AROL ENERGY**.

If, during these tests or inspections, the equipment proves to be defective or not in compliance with the Contract, the Seller must, at their own expense, remedy the defect with all due diligence and within eight days at the latest, so that the equipment corresponds to the Contract specifications, fulfils the required functions and achieves the fixed performance and repeated tests or inspections.

Unless otherwise agreed, the Seller shall bear the cost of all expenses incurred in connection with the testing.

7.2. - **AROL ENERGY** is also authorised to have the equipment recorded and checked by its duly authorised representatives, both during the construction and after completion. These inspections and checks shall be carried out at the manufacturing site during normal

working hours, after agreeing the day and time with the Seller.

If these inspections and checks reveal that the materials or certain parts of the equipment are defective or do not comply with the Contract, the Seller must remedy this at their own expense and within the time limits set by **AROL ENERGY**.

7.3. – The above tests, inspections and checks are not an obligation for **AROL ENERGY** who always has the right to waive them; the Seller's responsibility is in no way reduced by these tests, inspections and checks, whether they are carried out or not and whether they prove conclusive or not.

7.4. – If, through the Seller's fault, the tests or inspections cannot take place on the dates and within the time limits set, and/or if the Seller does not remedy the defects observed within the time limits set, they will have to pay the penalties for late performance set out in Article 13 below, without prejudice to **AROL ENERGY's** right to carry out the necessary work or have it carried out at the expense and risk of the defaulting Seller.

7.5. – In the event that the equipment should prove incapable of achieving the set performances, the Seller will also have to pay the penalties for incorrect performance set out in the Contract, without prejudice to **AROL ENERGY's** right to terminate the Contract under the conditions of article 15 below, or to demand the replacement of the equipment. The Seller must also pay all the costs related to the replacement (such as dismantling and reassembly, unsealing and resealing, transport, modifications of the installation, etc.), as well as any additional operating costs (energy, reagents, staff, etc.) incurred as a result of the non-achievement of performance, without prejudice to the application of the penalties set out in article 13 for late delivery caused by this replacement.

ARTICLE 8 - DELIVERY

8.1. - The Contract specifies the place and lead time for delivery.

8.2. –The Seller undertakes to deliver the equipment in perfect condition. **AROL ENERGY** shall dispose of a period of three (3) months from the discovery of a fault or defect to make any claim in the event of non-conforming or defective equipment delivered.

8.3. – The delivery period may only be extended in a case of force majeure or with the prior, express and written agreement of **AROL ENERGY**. The Seller must notify **AROL ENERGY** in writing within 48 hours of the occurrence of the force majeure events that may justify an extension of the lead time; the Seller may not invoke any extension of the lead time if they have not sent the above notification or if the facts they allege occurred after the expiry of the delivery lead time.

8.4. – In the event that the Seller does not deliver within the agreed lead time, possibly extended under the conditions in the preceding paragraph, they will have to pay the fine for late payment referred to in article 13 below.

ARTICLE 9 – TRANSFER OF RISKS AND OWNERSHIP

Ownership of the equipment is transferred to **AROL ENERGY** as soon as the Contract is completed.

However, unless otherwise stipulated, the risks are only transferred to **AROL ENERGY** once the delivery has been duly carried out and the performance tests and inspections referred to in article 7 above have proved entirely satisfactory.

If the Seller is responsible for assembly or for supervising the assembly, the risks are only transferred to **AROL ENERGY** on the industrial commissioning of the installation into which the equipment is integrated.

ARTICLE 10 – FORCE MAJEURE

Neither of the Parties may be held liable for any damage, disorder or failure resulting from Force Majeure.

In accordance with the case law of the Cour de Cassation (French Supreme Court), Force Majeure refers to any unforeseeable, irresistible event outside the control of the Parties which would result in preventing all or part of the Contract being carried out by either Party. Exceptional weather conditions, environmental damage, natural disasters, fire, explosions and strikes (excluding strikes by the Seller and/or its co-contractors) are considered to be events of Force Majeure.

To claim Force Majeure, the Party affected must notify the other Party of the Force Majeure event within 7 calendar days of becoming aware of it, indicating the consequences of this event and an estimate of its duration.

AROL ENERGY shall have the right to terminate the contract if the Force Majeure event continues for more than one month.

ARTICLE 11 - WARRANTIES

11.1. – During the period mentioned below, the Seller undertakes to remedy at their sole cost any apparent or hidden defect or fault affecting the equipment. They also undertake to carry out at their sole cost any intervention or replacement in the event that the equipment, even if there are no defects or faults, should not perform the required functions or achieve the required performance or, more generally, meet the use it is intended for.

11.2. – Unless there are special provisions in the Contract, the warranty period thus granted is two years; this period starts from:

- the day on which acceptance of the whole installation in which the equipment is integrated is pronounced,

or

- if acceptance comes with reservations affecting the aforesaid equipment, on the day that these reservations are duly lifted.

11.3. - The Seller, notified by **AROL ENERGY** of any defect, fault, or fact justifying the implementation of this warranty, must carry out, at their own expense and risks, the interventions, repairs, replacement of parts, etc., as soon as possible and in all cases within eight days of being notified by **AROL ENERGY**.

11.4. - After these interventions, repairs or replacements have been carried out, the equipment or the equipment part concerned shall benefit from a new warranty of the same duration as that specified in article 11.2 above.

11.5. - The Seller undertakes to supply any spare part for the equipment sold within a period that shall not exceed three (3) months from **AROL ENERGY's**

request and this for a period of ten (10) years from delivery of the equipment.

11.6. – If the Seller refuses to carry out their warranty obligation, or does not respect the set deadlines, they shall incur the penalties for late performance referred to in article 13 below, without any prejudice to **AROL ENERGY's** right to carry out or have carried out interventions, repairs, replacements of parts, etc., at the expense and risk of the defaulting Seller.

11.7. – After the warranty period referred to in this article, the Seller remains bound, under the conditions of ordinary law, by the legal guarantees and responsibilities referred to in articles 1641 et seq. of the Civil Code and article 1792-4 of the same Code.

ARTICLE 12 - RESPONSIBILITIES - INSURANCES

12.1. - The Seller shall be solely liable for any direct or indirect bodily injury, property damage or consequential loss arising from the manufacture, delivery, assembly (if performed or supervised by the Seller), testing and operation of the equipment or caused by the equipment, whether this damage is suffered by **AROL ENERGY**, its employees, the Seller's employees, or any third party.

The Seller is also liable for damage of any kind to the equipment until the transfer of risk.

Lastly, the Seller is liable for bodily injury, property damage or consequential loss resulting directly or indirectly from defects, malfunctions or inadequate performance of the equipment.

12.2. - Upon signature of the purchase contract or acceptance of the order, The Seller must take out one or more insurance policies with one or more companies known to be solvent covering the above risks and liabilities for a sufficient amount of capital. These policies must include a waiver of recourse against **AROL ENERGY**. The Seller must provide, on **AROL ENERGY's** first request, all documents proving that the said policies have been taken out, that they are valid, and that the corresponding premiums have been paid.

If the Seller fails to provide these documents, **AROL ENERGY** will be entitled to:

- either terminate the Contract without having to pay any compensation,
- or to take out the necessary insurance policies on behalf of the Seller; in this case, the amount of the premiums paid by **AROL ENERGY** on behalf of the Seller will be deducted from the sums due to the Seller under the Contract.

The same shall apply in the event that the policies are taken out for insufficient capital amounts, or in the event of cancellation of the said policy(ies).

ARTICLE 13 - PENALTIES

The Seller acknowledges that the equipment sold may be integrated into a unit. Consequently, any defect in performance or delay in delivery is likely to cause significant prejudice to **AROL ENERGY**.

In the event of a performance defect exceeding three percent (3%) of the values specified in the order or the technical documentation for the equipment, **AROL ENERGY** shall have the right to terminate the contract and return the defective equipment at the Seller's expense.

In the event of a late delivery, the Seller must compensate **AROL ENERGY** for the full damages, which by express agreement between the parties, shall not be less than ten percent (10%) of the price of the equipment per week of delay.

If applicable, this amount can be offset against the amount owed by **AROL ENERGY** to the Seller.

ARTICLE 14 - FINANCIAL CONDITIONS

14.1. – The sale price of the equipment, as well as the cost of any as well as the price of any assembly or assembly supervision services, are specified in the Contract.

This price takes into account all supplies and ancillary services for which the Seller is responsible, as well as all charges, in particular fiscal or parafiscal charges, to be paid by the Seller, with the exception of VAT, which is invoiced in addition.

If the Contract so provides, this price may be revised or updated under the conditions stipulated therein.

14.2. – Unless otherwise stipulated, payments shall be made at 45 days month end from the date of issue of the invoice. All invoices must mention the Contract references used by **AROL ENERGY**. Any unjustified delay in payment of an invoice on its due date will result in the application of late payment interest equal to three times the legal interest rate.

14.3. - Unless otherwise stipulated, **AROL ENERGY** will retain an amount equal to 5% of the price of the equipment, as well as any assembly or assembly supervision services, until the expiry of the warranty period. This amount is intended to guarantee the Seller's compliance with all of its obligations. Consequently, the amount corresponding to this holdback will only be paid to the Seller once all the said obligations have been fulfilled and after deduction of any amounts of any kind (in particular penalties) which the Seller may owe to **AROL ENERGY**.

The Seller shall have the option of substituting for this holdback amount the joint and several guarantee of an accredited bank or financial institution giving **AROL ENERGY** the same guarantees as those resulting from the above holdback.

ARTICLE 15 – TERMINATION OR RESOLUTION

In the event that:

- a) the Seller has transferred this Contract fully or partially or has subcontracted all or part of their manufacture and service, without prior agreement from **AROL ENERGY**,
- b) the Seller should be prevented from fulfilling their obligations due to a case of force majeure,
- c) the Seller has been declared in receivership or compulsory liquidation and the receiver has not opted to continue the Contract within the allotted time by offering the promised services.
- d) the Seller does not fulfil any one of their obligations in the conditions of the Contract or these General Terms and Conditions,
- e) the Seller does not respect the deadlines,

- f) the equipment proves to be affected by a defect that the Seller has not resolved,
- g) the equipment does not comply with the conditions of the Contract (characteristics, functions, performance, etc.)

AROL ENERGY may, at its discretion, either (i) terminate the Contract pursuant to Article 15.1 below or (ii) terminate the Contract so that it is deemed never to have existed pursuant to the cancellation clause in Article 15.2 below.

All or any of the above-mentioned elements a), c), d), e), f), g) are referred to as the "Seller's Default(s)".

It should be noted that the legal regime applicable to termination due to force majeure is defined in article 10.

15.1 AROL ENERGY shall have the right to terminate the Contract as a matter of law, the consequences of which are to be borne by the Seller, eight days after a simple formal notice by registered letter with acknowledgement of receipt has remained unsuccessful, in the event of the Seller failing to fulfil one of its obligations under the Contract.

In this case, **AROL ENERGY** shall have the option of continuing the Contract or having it continued, with the additional costs and resulting risks in this case being deducted from the amount that may remain due to the Seller, without prejudice to **AROL ENERGY's** right to sue the Seller, in the event of insufficiency, for compensation for its entire loss.

15.2 In the event of default by the Seller and by **AROL ENERGY's** sole option, **AROL ENERGY** may cancel the Contract eight days after a simple formal notice sent by registered letter with acknowledgement of receipt has remained unsuccessful.

In this case, **AROL ENERGY** may:

- either return the equipment to the Seller and demand the immediate repayment of all amounts that have already been paid to the Seller. If all or part of the equipment has already been delivered and even assembled, the costs of removing and dismantling it as well as any financial consequences arising from this restitution shall be paid by the Seller,
- or keep the said equipment until the sums already paid have been repaid in full, without prejudice to any action that it may deem appropriate to take against the Seller to obtain repayment of the said amounts and compensation for its entire loss.

For all intents and purposes, it should be noted that in the event of termination of the Contract in application of Article 15.2, the Contract will be cancelled retroactively, so that when the termination takes effect (8 days after the aforementioned formal notice), the effects of the aforementioned Article 9 will be cancelled, with the Seller recovering ownership of its equipment and the risks at that time.

ARTICLE 16 - RELATIONS WITH THIRD PARTIES

16.1. – If patents are used in the manufacture of the equipment, the Seller shall assume sole responsibility for any proceedings that may be brought in this respect. More generally, the Seller shall indemnify **AROL ENERGY** against any claim based on the infringement of a third party's right in connection with the equipment.

16.2. – If the equipment is specific, the Seller shall refrain from communicating any information concerning it to anyone; they shall also refrain from using for any other purpose any of the plans, diagrams or documents that **AROL ENERGY** may have provided to them for the performance of the Contract.

ARTICLE 17 - DISPUTES

17.1. - Disputes will be brought before **CHAMBERY COMMERCIAL COURT**, regardless of the nationality or domicile of the Seller or the place the Contract is carried out.

17.2. - In the event that **AROL ENERGY** is the subject of an action that may call into question the equipment supplied by the Seller, the Seller will provide full assistance to **AROL ENERGY**, will provide its own defence in amicable negotiations and in any expert appraisals and will intervene before the courts or other jurisdictions if necessary. In any event, the Seller undertakes, in the event that **AROL ENERGY** is held liable as a result of the equipment, under the terms of a judicial or arbitral decision that has become enforceable, to fully indemnify **AROL ENERGY** against any judgments issued against it in this regard.

ARTICLE 18 – APPLICABLE LAW

Even if the equipment is delivered or implemented abroad, the relations between **AROL ENERGY** and the Seller are governed exclusively by French law.

The parties expressly exclude the application of the 1980 Vienna Convention on the International Sale of Goods.