

Standard terms & conditions of Purchase

GDF SUEZ

1. Scope and validity

These General Conditions of Purchase shall apply to any purchase orders issued by the Belgian branch of GDF SUEZ IT or one of its Affiliated Entity ("**the Customer**") for the supply of **Products (excluding software) or Services**, as defined in the purchase order or contract referring to these General Conditions of Purchase, on Belgian, French and Dutch territory unless (i) otherwise agreed between GDF SUEZ and the Supplier under the framework agreement to which these General Conditions of Purchase are attached or (ii) the Client has agreed otherwise in writing. The Supplier's conditions of sale shall apply if they have been negotiated and accepted in writing by the Client. These General Conditions of Purchase do not apply to purchase orders placed by GDF Suez or its Affiliated Entities for services and/or products which are the subject of a distinct framework agreement signed between GDF Suez and the Supplier.

2. Purchase orders

2.1 Hard copy order (not having been subject to electronic validation)

The purchase orders shall only bind the Customer if it is validated by a representative duly authorised by the Customer to place purchase orders. Purchase orders placed verbally or by telephone shall only be valid if they are confirmed in writing.

Each order must be accepted within a maximum period of five (5) days with effect from its date of dispatch, failing which the order may be cancelled by the Customer who is not obliged to provide a reason or, where appropriate, will be treated as having been accepted by the Supplier (insofar as concerns electronic orders, an e-receipt is allowed).

The acceptance of a purchase order or commencement of execution of said purchase order by Supplier shall be considered as an acceptance by Supplier of said purchase order and its adherence to these general conditions and all clauses and special conditions contained in the purchase order or contract referring these General Conditions of Purchase.

Should the Supplier accept the purchase order with certain reserves, the Supplier shall notify the Customer thereof within five (5) days of receipt of the purchase order in a separate written document . In this case, the Customer shall no longer be bound by said purchase order unless it confirms its acceptance of said modifications in writing.

2.2 Electronic purchase order

To facilitate the procurement of Products and Services, the Customer has implemented an electronic procurement solution dubbed "e-Shop".

Customers submit their purchase orders placed via this application:

to the generic e-mail address communicated by the Supplier to the Customer in the form of an e-mail message containing the purchase order as a .PDF attachment.

Exchange of documents between the Supplier and the Customer

All electronic documents exchanged between the Supplier and the Customer must contain details enabling the identification of the originator and the content.

The electronic contact details to be used by both Parties must be specified. The Parties agree that the electronic contact details are sufficient to identify the sender of the electronic documents and authenticate their origin.

Convention of proof

The Parties agree to treat the documents they exchange (in electronic format) as original documents and fully binding upon them. Accordingly, the Parties mean the documents to have probative value subject to any contractual stipulations being complied with. The Parties agree to confer upon their documents the same probative value as that granted by law to documents written on paper.

The Parties agree to ensure that the content of their documents complies with the obligations, specifically formal, arising from the laws, regulations and usages of the trade.

In any event, except for a proven case of default or corruption of their IT systems, the Parties expressly waive the right to rely on nullity or unenforceability of their transactions on the grounds that such transactions were carried out by means of electronic or telecommunications systems.

Storage of data

The Parties will personally deal with the storage of documents issued and received, specifically insofar as their own requirements are concerned on fiscal and accounting matters.

Security

Both Parties are responsible for the choice of implementing and applying the resources, tools and security procedures guaranteeing protection of its performance and data against the risks of unauthorised access, loss, corruption or destruction.

Both Parties are responsible for implementing the necessary tests to guarantee and control their own resources, tools and security procedures.

3. Price invoicing and payment

Unless otherwise indicated in writing in the purchase order or contract referring these General Conditions of Purchase, the prices are fixed, may not be revised and include all fees and costs, i.e. transport, packaging, unloading, insurance, taxes, charges and levies except VAT.

The Supplier's invoices must indicate all legal information required by law and by Customer, the full purchase order number and code, the intra-Community identification number and shall be sent to the invoicing address indicated by the Customer and accompanied, where applicable, by documents signed by both parties confirming the Acceptance of the Products and/or Services. Payments shall be made in accordance with payment terms agreed in the purchase order, or within sixty (60) days after the issue date of the invoice. In the event of late payment, the Supplier shall apply, an interest on the sums due, which may not under any circumstances be greater than (i) three times the legal interest rate applicable in France for deliveries in France, or (ii) the lowest permissible rate for deliveries in Belgium or the Netherlands, unless otherwise agreed between the parties in the purchase order or contract referring these General Conditions of Purchase. In addition, if the purchase order is subject to French law, a fixed sum of 40€ for collection charges will be applied. In the event that a lower price or a higher discount has been granted by the Supplier to other companies for volumes of products or services that are comparable to that purchased by the Client, the Parties undertake to hold discussions with respect to how this information shall be taken into account.

4. Delivery and Acceptance

The Supplier undertakes to deliver the Products and/or Services to the locations/on the dates/within the periods indicated on the purchase order during the opening hours of the department in charge of the acceptance of such Software.

If Services are provided onsite, the Supplier shall comply with the Customer's health and safety regulations and measures applicable to external companies working on the Customer's site.

The Products delivered must comply in full with the quality and quantity conditions stipulated in the purchase order and with the requirements agreed between the Parties. The Customer shall be deemed to have accepted apparent defaults if (i) in the case of delivery of Products, the Customer has not notified the Supplier of these faults within ten (10) working days of the delivery date or (ii) in the case of supply of Products or Services subject to an acceptance procedure, if the Customer has accepted the Products and/or Services in writing after having been requested to do so by the Supplier.

Should the Customer conditionally accept the Products and/or Services, the Supplier must remedy the defaults identified as quickly as possible. If the defaults identified have not been remedied within fifteen (15) days, the Customer is entitled to refuse the Products. In such a case, the price shall not be due and the Supplier will refund any advance payment paid by Customer as quickly as possible. If the Products and/or Services are accepted unconditionally or if the initial conditional acceptance is confirmed unconditionally, the Customer shall declare acceptance in writing ("the Acceptance").

5. Transfer of title and risks

The title in the Products is transferred to the Customer at the date of the purchase order and risk of damage or loss of the Products is transferred to the Customer upon its formal Acceptance by Customer.

6. Delivery periods and penalties

Delivery deadlines agreed between the Parties start as from the date the order is placed by the Customer. These deadlines must mandatorily be complied with and may not be modified unless by prior written agreement from the Customer. Unless otherwise mentioned in the purchase order or contract referring to these General Conditions of Purchase, the deadlines stipulated in the purchase order expire on the date of delivery of the last Product included in the purchase order. The Customer reserves the right to refuse early delivery. In the event that deadlines are not complied with, the Customer may, solely on the grounds of late delivery, apply late delivery penalties amounting to 0.5% of the total value of the purchase order per calendar day that elapses after the delivery deadline, up to a ceiling of 10% of the total value of the purchase order, without prejudice to any damages. If this ceiling is reached, the Customer reserves by right to terminate said purchase order or contract referring to these General Conditions of Purchase, by sending a notice to the Supplier, without intervention by the Courts or tribunals and without prejudice to its right to be compensated for any resulting damage.

7. Warranty

The Supplier shall supply Products and provide Services that are free of all apparent and/or hidden defaults and fit for their purpose and which comply with applicable regulations, good practices, state of the art and standard requirements in terms of use, reliability, life. In the absence of specific provisions set out in the purchase order or contract referring to these General Conditions of Purchase and without prejudice to more stringent legal provisions, the Supplier warrants that the Products and Services will comply with the requirements of the Customer, will be of good quality and in proper operation during a period of twenty-four (24) months as from the date of Acceptance. In the same way, the Supplier undertakes to repair or replace, at Customer's discretion and at the Supplier's own cost, all defaults, defects and nonconformities of the Products and Services identified during this period and shall hold the Customer harmless from any resulting damages. In the event of repairs to or replacement of Products, a new warranty period of twenty-four (24) months for said Products shall commence on the date upon which the repaired or replaced Products are put into service.

All costs or charges incurred during the implementation of these warranties shall be borne by the Supplier.

In the event of extreme urgency, the Customer shall be entitled to repair or replace the Products itself, without prejudice to the aforementioned obligations of the Supplier. General Conditions of Purchase v April 2014-PROC.INF.005.EN 2/3 GDF SUEZ 1, place Samuel de Champlain 92400 Courbevoie Société Anonyme au capital de 2 412 824 089 euros SIREN 542 107 651 RCS NANTERRE TVA-FR 13542 107651

8. Support- Product end of life

The Supplier undertakes, for a minimum period of five (5) years following the end of production or withdrawal from the catalogue of said Products, to supply the Customer, under reasonable conditions in particular in terms of price and delivery period, with items, spare parts and other elements required to continue to use the Products.

9. Compliance with regulations

The Products delivered and Services provided shall comply with all applicable local, European and international legal and/or regulatory requirements in terms of safety, environment and labour that are in force in the country of destination of said Products and/or Services. All dangerous Products must be delivered with a material safety data sheet in accordance with national applicable regulations. All documents and certificates must be supplied at the same time as the purchase order and form an integral part thereof.

10. Confidentiality

All information of any nature, either commercial or technical, disclosed by either Party to the other in connection with the purchase order or during its execution, remains the exclusive property of the Party disclosing said information. The Party receiving said confidential information from the other Party shall only use it in connection with the purchase order and shall return it to the disclosing Party after execution of the purchase order. The receiving Party undertakes to treat said information as strictly confidential for a period of five (5) years following the date upon which the purchase order was placed. The receiving party shall only disclose it to employees as may be required to execute the purchase order (on a need to know basis) and shall ensure that said employees are bound by similar confidentiality obligations. Each Party shall not disclose confidential information received from the other Party to any third parties under any circumstances without prior written authorisation of the disclosing Party.

11. Communication

Without prior written agreement from the Customer, the Supplier shall not communicate on, in any manner whatsoever, or disclose any information about, the existence of commercial relations between the Customer and the Supplier and/or about the Customer and its associated brands.

12. Intellectual property rights

The Supplier shall grant to Customer the right to freely use all intellectual property rights on the Products and Services. The Supplier shall transfer exclusively to Customer, as of right and without any formal procedures, gradually as they are completed all intellectual property rights on the deliverables executed for the Customer under a purchase order (including the right to reproduce and represent on any medium and as many times as desired or to modify the deliverables). This transfer shall be valid for the duration of legal protection of the intellectual property rights and for the whole world. The Prices agreed between the Parties include this transfer of rights.

The Supplier shall indemnify and hold the Customer harmless against any action by a third party resulting from the violation of intellectual property rights in connection with any deliverables, Products and/or Services supplied under a purchase order, and shall be fully responsible, as regards the Customer, for any resulting damages, including the cost of legal assistance. Moreover, the Supplier undertakes, at its own cost, to adapt the deliverables, Products and/or Services which would violate the intellectual property rights of a third party or to replace them with similar, or equivalent deliverables, Products and/or Services. If this is not possible, Customer may terminate the purchase order without prejudice to any damages it may claim.

13. Liability and Insurance

13.1 The Supplier shall at all times remain responsible control and supervise all its employees, including when they are working on the Customer's project site or premises.

13.2 The Supplier shall take, both on its own behalf and on the behalf of any of its sub-contractors, a valid insurance from a recognised insurance company to guarantee the financial consequences of its liability and the liability of any of its sub-contractors that may arise as the result of bodily, property damage and consequential losses, whatever their origin, caused to the Customer or any third party during or after execution of any purchase order.

The Customer may ask the Supplier a copy of the insurance policies taken out by the Supplier. The insurance policies must enter into force at the latest from the date of delivery of the Products or date the Services start to be performed under the purchase order, shall remain in force for an uninterrupted period of twelve (12) months afterwards and contain a waiver of recourse in favour of the Customer. The indication of any guaranteed sums in the insurance policy does not in any way constitute a waiver on the part of the Customer towards the Supplier to claim amounts above the aforementioned sums nor a limitation of liability. The Supplier shall be solely responsible for payment of insurance premiums.

14. Termination

Should the Supplier fail to perform any one of its obligations and not remedy its failure within a period of ten (10) days from the issuance of written notice by the Customer, the Customer may terminate the purchase order as of right, without prejudice to any right to claim damages.

In the same way, the Customer may, without prejudice to any applicable laws, (i) terminate the purchase order as of right in case of bankruptcy, dissolution or seizure of the assets of the Supplier, (ii) terminate, at any time, unilaterally and as of right, any purchase order placed but not yet executed, without formal procedures or prior intervention from the courts.

The completion or termination of the purchase order shall not affect any obligations that, due to their nature, shall survive, such as but not limited to obligations relating to the warranty, compliance with regulations, intellectual property or confidentiality.

15. Ethics and Sustainable development

1. The Supplier acknowledges that he has been informed of, and agree to abide by, the GDF SUEZ commitments in the area of ethics and sustainable development, as those commitments are set forth in the Ethics Charter, the Guide “Ethics in Practice” and the policy “Ethics of Business Relationship: Governing Principles” and posted on its website www.gdfsuez.com.

2. The Supplier represents and warrants to GDF SUEZ that, for a period of 6 years immediately preceding the execution of the purchase order or contract referring to these General Conditions of Purchase, he has complied with the rules of international law and national law applicable to the purchase order or contract referring to these General Conditions of Purchase, in relation to:

(i) fundamental human rights and in particular the prohibition of (i) using children labor and any form of forced or compulsory labor and (ii) organizing any form of discrimination within its company or towards the suppliers and sub-contractors;

(ii) embargos, drugs and weapons trafficking, terrorism;

(iii) trade, import and export licenses and customs;

(iv) health and safety of staff and third parties;

(v) labor, immigration and prohibition of illegal work;

(vi) environment protection;

(vii) financial criminal offences, in particular corruption, fraud, influence peddling (or equivalent offence as it can be provided by the national law applicable to the purchase order or contract referring to these General Conditions of Purchase), swindling, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgeries, and similar or related offences;

(viii) measures to combat money laundering;

(ix) competition law.

3. In connection with the purchase order or contract referring to these General Conditions of Purchase performance, the Supplier commits to comply in his name and in the name and on behalf of his suppliers and sub-contractors with the same rules.

4. GDF SUEZ has the right to require from the Supplier evidence that he has complied with the rules of the present Ethics and Sustainable Development Clause and to carry out audits or have them carried out.

5. Any breaches of the rules of the present Ethics and Sustainable development Clause shall constitute a contractual breach entitling the non-defaulting party to suspend and/or terminate the purchase order or contract referring to these General Conditions of Purchase at the defaulting party’s exclusive expense, in accordance with the terms and conditions set forth in the purchase order or contract referring to these General Conditions of Purchase.

16. Sub-contracting - Assignment

16.1 The Supplier shall be solely responsible for the correct execution of the purchase orders. The Supplier may only transfer all or part of its rights and obligation under a purchase order to a third party after obtaining prior written agreement from the Customer. The Supplier shall in all cases remain responsible for the acts or omissions of its sub-contractors and any agreed sub-contracting shall not release the Supplier in any way of its obligations performed by said third party.

16.2 The Customer shall be free to transfer, fully or partially, its rights and obligations pursuant to the purchase order to one of its Affiliated Entity.

17. Economic dependence

Supplier shall commit to diversify his market shares with other customers concerning identical or non identical services of the purchase order or contract referring these General Conditions of Purchase. The Supplier shall immediately inform the Customer of any risk of economic dependence.

18. Force majeure

A force majeure event is an event which is reasonably unforeseeable and which is uncontrollable that prevent one party to perform its obligations and which cannot be circumvented by the affected party. In case of force majeure, the obligations of either of the Parties affected by a force majeure shall first be suspended. The affected Party shall promptly notify the other Party in the event of a force majeure and the probable duration thereof; the affected Party shall be make every effort possible to minimise the effects resulting from this situation. Should the force majeure last more than fifteen (15) days, without any possibility of remedying it, the other Party may terminate the contract without damages due by either Party.

19. Applicable law and settlement of disputes

The Agreement shall be governed by and construed in accordance with the Belgian Law without giving effect to (i) any conflicts of laws provision or rule that would cause the application of the laws of any other jurisdiction or (ii) the provisions of the United Nations Convention on Contracts for the International Sale of Goods. **IN THE EVENT OF DIFFICULTY IN INTERPRETATION OR EXECUTION OF THESE GENERAL CONDITIONS OF PURCHASE, THE PARTIES SHALL TRY, IN GOOD FAITH, TO FIND AN** General Conditions of Purchase v April 2014- PROC.INF.005.EN 3/3 GDF SUEZ 1, place Samuel de Champlain 92400 Courbevoie Société Anonyme au capital de 2 412 824 089 euros SIREN 542 107 651 RCS NANTERRE TVA-FR 13542 107651

AMICABLE SOLUTION BEFORE COMMENCING ANY LEGAL PROCEEDINGS.

SO, ANY DISPUTE WILL INITIALLY BE SUBMITTED TO CONTACTS APPOINTED BY THE PARTIES TO SETTLE SUCH DISPUTE WHICH WILL ENDEAVOUR TO RESOLVE THE PROBLEM WITHIN A MAXIMUM OF TWO (2) MONTHS.

FAILING TO FIND AN AMICABLE SOLUTION WITHIN THIS PERIOD, THE SUPPLIER WILL BE ABLE TO FREELY BRING THE DISPUTE BEFORE THE GDF SUEZ OMBUDSMAN TO THE FOLLOWING ADDRESS:

LE MEDIATEUR – TSA 34321 – 92099 LA DEFENSE

OR mediateur.achats@gdfsuez.com

IN ACCORDANCE WITH THE CHARTER OF THE MEDIATION OF GDF SUEZ THE OMBUDSMAN WILL PROPOSE AN INDEPENDENT AND IMPARTIAL SOLUTION THAT THE PARTIES WILL BE FREE TO ACCEPT OR REJECT. FOR MORE INFORMATION :

<http://www.gdfsuez.com/mediateur/>

IN THE ABSENCE OF A DISPUTE RESOLUTION IN AN AMICABLE WAY OR THROUGH THE GDF SUEZ OMBUDSMAN IN ACCORDANCE WITH THE TERMS SET FORTH ABOVE, THE DISPUTE SHALL BE BROUGHT BY THE MOST DUE DILIGENT PARTY BEFORE THE COMPETENT COURTS OF THE COUNTRY IN WHICH THE CUSTOMER'S HEAD OFFICE IS LOCATED.

20. General provisions

The invalidity of one clause shall not invalidate these general conditions and the Parties shall do their best effort to replace said invalid clause with a valid clause of equivalent economic effect.

Failure to exercise or a delay in exercising a right or recourse by one of the Parties shall not constitute a waiver of said right or recourse nor the waiver of all other rights or recourses.

Each Party is an independent legal entity, both in legal and financial terms, and acts on its own behalf and under its sole responsibility.

The Supplier carries out its activities as an independent service provider towards the Customer. All of the Supplier's staff that is appointed, wholly or partially, to execute the contract shall remain, in all circumstances, under the management and authority of the Supplier. The Supplier hereby declares that the personnel performing the Services under a purchase order are employed in accordance with the provisions of Articles of the Labour Code in force in Belgium or any local legislation applicable to the Customer and the Supplier and undertakes, in its capacity as an employer, to comply with all administrative, accounting and social management obligations with respect to its staff.