

GENERAL PURCHASING CONDITIONS

1. GENERAL PROVISIONS

These General Purchasing Conditions (hereinafter, the "GPC") govern any supply of goods and/or services as well as their associated documentation (hereinafter, the "SUPPLIES") concluded between Air Liquide Advanced Technologies, which has its registered office located at: 75, Quai d'Orsay - 75007 Paris and having a place of business located at 2 rue Clémencière, 38360 Sassenage, France (hereinafter, "AL-aT") and a company proposing or undertaking to sell the SUPPLIES (hereinafter "the SELLER"). AL-aT and the SELLER may be designated individually by "Party, the Party" and jointly by "the Parties".

The acceptance of the ORDER (hereinafter, the "ORDER") by the SELLER shall be deemed as an agreement of these GPC, subject to any written deviations to these GPC expressly agreed by AL-aT.

Unless specific conditions are stated in the "specific conditions" field of the ORDER issued by AL-aT that may be agreed between AL-aT and the SELLER, the GPC, that the Parties acknowledge that they have been expressly reviewed and discussed during the negotiation of the ORDER, shall prevail over all general sales conditions proposed by the SELLER,.

The ORDER (1) that includes the specific conditions, the GPC (2), any other document from AL-aT expressly referred to (3) and, if the case needs, the SELLER's offer (4) constitute, by order of priority of application in the event of a contradiction of terms between them, the entire agreement between the Parties (hereinafter the "CONTRACT").

1.1 Ethics.

During performance of this CONTRACT and, more generally, its current activities, the Supplier solemnly declares that:

- It works in compliance with laws and regulations related to transparency and any anti-corruption laws or regulations;
- It has not been subject to any civil or criminal sanctions for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it.

1.2 Safety.

Attention of the SELLER is drawn further on the necessary compliance with legal standards, regulations on hygiene and safety (its obligations are described in Article 13).

AL-aT will assess SELLER compliance with commitments referred to above.

2. DEFINITION OF THE SUPPLIES

The SUPPLIES are defined in the ORDER and any documents enclosed with it such as drawings and/or specifications and quality procedures provided by AL-aT. The SUPPLIES must be accompanied by the documentation required for their proper use, their storage and their maintenance. The SUPPLIES must be compliant with best practices, the legislation, regulations, current standards (in particular the CE standards) and specific provisions which are applicable to them. In particular, without this being exhaustive, the SELLER undertakes to comply with, for the performance of the CONTRACT, the current social, safety and environmental regulations. The SELLER's obligation to deliver SUPPLIES in accordance

with the CONTRACT does not exonerate it from its duty of advice in defining and fulfilling its obligations, in particular in regard to the use for which the SUPPLIES are intended and for which the SELLER acknowledges being aware. The participation of AL-aT in defining specifications and/or validation by AL-aT, in particular, of drawings does not release the SELLER from its obligations under the CONTRACT.

3. FORMATION OF THE CONTRACT

The SELLER, given its quality and professional skills announced, is deemed to have assessed correctly all the conditions of the CONTRACT and have made fully into account their nature, their importance and their specificities before performing the CONTRACT. The SELLER must therefore ensure, before acknowledging receipt of the ORDER, that it is actually in possession of the GPC and any document at the index in force, expressly referenced in the ORDER, such as plans, specifications, quality requirements. Otherwise, it must request them from AL-aT.

The effective date of the CONTRACT shall take place at the earliest of the following events:

- Reception by AL-aT of ORDER acknowledgement dated and signed by the SELLER without any reserve or modification;
- Expiration of an eight (8) business day period after ORDER date of sending and without any reserve of the SELLER.

Acceptance of any ORDER is deemed to be formal acceptance of the GPC as well as all the provisions of the CONTRACT. In the event of a disagreement about the terms of the CONTRACT, the Parties shall meet in order to agree new conditions. In case of agreement, AL-aT shall place another ORDER including agreed modifications that will be sent and accepted according to the process described here above, that will also apply to any CONTRACT amendment.

4. PRICES

The prices stated in the ORDER are firm, final and exclude taxes, unless otherwise stipulated in the CONTRACT. They include, in particular, checks prior to packing and suitable packaging for its carriage and storage, in accordance with the terms of the CONTRACT and/or best practices.

In the event of any unforeseeable change in the circumstances governing the execution of the CONTRACT, the Party, who has not accepted to bear an excessive onerous risk related to the execution of the CONTRACT, shall be entitled to request a renegotiation of the CONTRACT. It is expressly agreed that AL-aT' only obligation is to negotiate in good faith the SELLER's request, being stipulated that any legal proceedings shall be excluded in case of disagreement.

5. INVOICING - PAYMENT DELAYS AND PAYMENT METHOD

Invoices must be issued in a single copy and must be sent to the following address: Air Liquide Advanced Technologies - Service Comptabilité Fournisseurs - 2, rue de Clémencière - 38360 Sassenage. Any invoice must state the number(s) of the ORDER(s), the complete references of the SUPPLIES, the description of the SUPPLIES, the numbers, the dates of the delivery notes to which they relate and the SELLER's bank details. Invoices are payable by bank transfer by the 15th of the month next following expiration of a thirty (30) consecutive days period after the end of the month during which invoice was issued, subject to the fulfillment by the SELLER of all its contractual obligations and receipt by AL-aT of invoice within five (5) business days following date of invoice. Unless otherwise agreed between the Parties, any invoice issued by the SELLER in advance shall be rejected by AL-aT. AL-aT may in particular suspend the payment of invoices in the case of non-delivery of all the contractual documents such as the certificate of origin. In the event of late payment, AL-aT shall be liable to liquidated

damages equal to 3 times the French legal interest rate in force. The payment of such liquidated damages shall be exclusive of any other claim by the SELLER. Any assignment, delegation of claim or surrender by the SELLER of its invoices to a factoring company, must be notified in advance to AL-aT, failing which the SELLER is obliged to indemnify AL-aT of all harmful consequences resulting thereof. Unless an exception is granted, AL-aT shall accept no partial invoicing. Any payment of a partial amount by AL-aT in no way implies that AL-aT accepts the delivery in question. If a revision of prices has been agreed, it shall be subject to separate invoicing, accompanied by documentary evidence of the calculation elements.

6. FORCE MAJEURE

A force majeure event means an event fulfilling the following and cumulative conditions:

- (a) Event being outside the control of the affected Party;
- (b) Event which was unforeseeable at the time of conclusion of the CONTRACT;
- (c) Event whose effects could not be avoided by the implementations of appropriate measures;
- (d) Event preventing the execution of the affected Party's obligation.

It is agreed that a strike shall be considered as a force majeure event only if the affected Party has proved in writing that such strike was unforeseeable and unavoidable.

The event of force majeure suffered by one of the Parties must be brought to the knowledge of the other Party in writing with all the appropriate evidence within a period of five (5) working days following its occurrence. The Party prevented for a cause of force majeure from fulfilling all or part of its obligations under the CONTRACT, shall take all appropriate measures to minimize the consequences of the event of force majeure and then ensure in the shortest possible time the normal return to the fulfillment of the contractual obligations affected by this event. In the case of duration of a case of force majeure exceeding one (1) month calculated from its occurrence, AL-aT

and the SELLER together shall identify the conditions for continuing the CONTRACT. In the event of a disagreement or an impossibility of continuing the CONTRACT, AL-aT may automatically terminate the CONTRACT, without any indemnity for the SELLER.

7. CONTRACTUAL DATES / PENALTIES

Compliance by the SELLER with contractual deadlines shall be considered as a core obligation. Acceptance of the ORDER implies, for the SELLER, an irrevocable undertaking on the contractual dates. The SELLER shall keep AL-aT informed of the progress of the CONTRACT performance and in particular any matter that may jeopardize compliance with the contractual deadlines and of measures adopted in order to minimize the consequences of any delay. In any event, non-compliance with contractual deadlines shall result in the application of late-delivery penalties without notice. Except where special provisions are stipulated in the CONTRACT, the late-delivery penalties shall amount to 1 % of the net sum total of the CONTRACT, per week of delay, for the first two weeks of delay and to 2.5 % for any week of additional delay, any week started being due and without their combination exceeding 12% of the total net amount of the CONTRACT. AL-aT shall be entitled to deduct the penalties from any amount due to the SELLER, being stipulated that the provisions of the civil code are exclusively applicable. The payment of penalties does not dispense the SELLER from its obligation of performance of the faulty obligation and the penalties shall apply without prejudice to any claim for repair for the injury suffered because of the delay and/or of its right to apply the provisions of article 22.

8. CARRIAGE - DELIVERIES

Packaging shall be made in accordance with CONTRACT, regulations and laws in force. They shall include, if necessary, instructions and ensure a sufficient protection so as the SUPPLIES do not bear any damage during transportation and/or storage operations. Any

damaged SUPPLY during transportation shall be returned to SELLER and any cost related to transportation, repair, installation and possible further tests shall be borne by SELLER.

Physical SUPPLIES shall be delivered under the sole responsibility of the SELLER. Unless otherwise stipulated in the CONTRACT, SUPPLIES must be delivered duty paid, i.e. DDP according to Incoterm ICC 2010, at the place of delivery and on the date indicated in the CONTRACT. Subject to a written notice sent five (5) business days before agreed date of delivery, SUPPLIES shall be stored free of charge for a period that will not exceed ninety (90) consecutive days. It is the SELLER's responsibility to take out at its expense insurance covering, in particular the carriage and the physical SUPPLIES carried, insured for their replacement value. Material SUPPLIES must be accompanied by a delivery note with indication of the complete references of the ORDER, the number and the description of the physical SUPPLIES delivered and of all the technical and administrative documents set out in the CONTRACT. Except for a particular instruction from AL-aT, no shipment may be made without a shipment order from AL-aT. AL-aT reserves the right to refuse any extra, early or partial delivery in comparison with the stipulations of the CONTRACT. Any return decided by AL-aT shall be at the expense and risk of the SELLER. In the event of early delivery accepted by AL-aT, only the delivery date on the ORDER shall be taken into account for the calculation of the invoice due date.

No delivery shall be received outside the days and times below: Monday, Tuesday, Wednesday, Thursday and Friday from 9.00 to 11.30 and 14.00 to 16.00, excluding public holidays or closure of the AL-aT Site ("Site" is defined in article 13).

9. ACCEPTANCE

The purpose of acceptance is to verify that the SUPPLY (quantity, quality, technical specifications, performance, tasks performed) complies with terms of the CONTRACT. In the event of a non-compliance, without prejudice to the provisions of article 22, AL-aT reserves the

right either (i) to accept the SUPPLY in its current condition with a price reduction, (ii) to ask the SELLER to correct the non-compliance, possibly on the AL-aT site or any other site indicated by AL-aT, (iii) to ask the SELLER to replace the non-compliant SUPPLY; (iv) to remedy the non-compliance or to have it remedied, at the expense and risk of the SELLER and without prejudice of any compensation. Where appropriate, the non-compliant SUPPLY shall be returned at the expense and risk of the SELLER, unless the latter confirms in writing its commitment to take the SUPPLY back within a reasonable time. Acceptance by AL-aT of the SUPPLY shall not release the SELLER from its remaining obligations upon the CONTRACT.

10. FURNISHED ITEMS

The provision to the benefit of the SELLER of tools, goods and raw materials (hereinafter, the "FURNISHED ITEMS") does not transfer their ownership in any way to the SELLER. These FURNISHED ITEMS shall remain the exclusive property of AL-aT or its customers and the SELLER shall tag the FURNISHED ITEMS accordingly. In addition, the SELLER undertakes to use the FURNISHED ITEMS exclusively for the performance of the CONTRACT alone. In addition, the SELLER bears, on an exclusive basis, throughout the duration of the provision of the FURNISHED ITEMS, all of the risks attached to them even though AL-aT remains their owner. They must be returned to AL-aT in their state of normal wear and tear.

11. CHANGES

No change may be made to the SUPPLY without having received prior written acceptance of it from AL-aT. Any change shall only be binding on AL-aT if it has been subject to an amendment to the CONTRACT duly signed by the Parties.

12. WARRANTY

Without prejudice to the application of any legal warranties, the SELLER warrants that the physical SUPPLIES are free from defects in design, construction and material. It also warrants the compliance of the SUPPLIES with the CONTRACT's specifications and with the expected fitness for purpose. The SELLER likewise warrants the proper performance of its services. Unless otherwise agreed between the Parties, the SELLER undertakes, for a period of twelve (12) months from the acceptance of the SUPPLY by AL-aT, to repair, replace or correct (with regard to services), at its own expense and risks within a period of fifteen (15) calendar days from the written defect notice issued by AL-aT, unless otherwise agreed between the Parties, any component or part of the SUPPLY deemed as defective and without prejudice of any compensation. In the absence of repair or replacement by the SELLER within this period or any other period agreed by the Parties, AL-aT reserves the right to correct the said defect by itself or by a third party at the SELLER's expense and risks. Any component or part of the physical SUPPLY modified or repaired or replaced, shall be covered by a twelve (12) month warranty. If, during the warranty period, the physical SUPPLY was rendered unavailable or not usable under the contractual conditions by incidents involving the SELLER's responsibility, the warranty period of the SUPPLY would be extended for a number of days equal to the number of days of unavailability or non-operation of the SUPPLY.

13. ON-SITE INTERVENTION-SAFETY

In case of on-Site intervention (for present provision, Site shall mean any AL-aT Site or any AL-aT customer site), the SELLER shall comply with all legal, regulatory requirements and applicable safety instructions on Site and prevention plan related to hygiene and safety of AL-aT or AL-aT customer. The SELLER shall contribute to elaboration of prevention plan and to the safety training session organized by AL-aT or its customer. The SELLER shall: ensure

that its employees, suppliers and subcontractors have attended regulatory trainings necessary to nature of their interventions, monitor and handle at its costs wearing of individual protection equipment by its employees, suppliers and subcontractors, and be vigilant to their safety and any other person under its authority. It shall inform its employees, suppliers and subcontractors of specific danger, take prevention measures and organization of work place. SELLER shall designate a representative that will have the charge of correct completion of SUPPLIES on-Site. This representative shall have a sufficient professional experience of risks raised by SELLER interventions so as such interventions be executed and performed in all necessary requested safety conditions. It shall take all measures leading to prohibit any employee to work solely in a place where he/she cannot be rescued quickly in case of accident. SELLER also agrees to obtain under its own responsibility and at its own costs all necessary authorization for completion of its obligation under the CONTRACT.

Any breach of the provisions, instructions and guidelines, regardless of the injury that could result from this, exposes the SELLER, at the initiative of AL-aT, to measures of exclusion of its personnel working on-Site, with no entitlement to claim compensation from AL-aT and without prejudice to application of article 22. Neither monitoring that may be exercised by AL-aT's agents nor the guidelines for ensuring the safety or the normal operation of the Site or the facility shall have the effect of releasing the SELLER from its responsibility. The SELLER is responsible for all the actions of its employees (and/or persons acting on its behalf) and the risks linked to the materials made available by the SELLER for the work. Any intervention onto a "SEVESO" classified Site, whatever its threshold, shall be made with authorized personnel in accordance with the regulations in force (e.g. MASE or UIC), unless otherwise authorized by AL-aT. All the SELLER's obligations defined in this article shall be considered as core obligations.

14. SPARE PARTS

Unless otherwise stipulated in the CONTRACT, the SELLER undertakes for a period of ten (10) years from the delivery date to provide spare part and/or consumables for the SUPPLY(IES) and to indicate, if the original components are no longer available, the equivalent replacement parts and how to obtain them.

15. TRANSFER OF TITLE - TRANSFER OF RISKS

Transfer of title to AL-aT shall take place, notwithstanding any retention of title clause stipulated in any SELLER's documents, on the delivery date of the SUPPLY, or with regard to Foreground defined in article 18 as and when they are produced, and the SELLER shall tag the SUPPLY accordingly.

Transfer of risks to AL-aT shall take place on the achievement date of the agreed Incoterm. In addition, the SUPPLY, in whole or in part that becomes AL-aT ownership shall be labelled as such by the SELLER. Transfer of risks shall take place in accordance with agreed Incoterm.

16. SUBCONTRACTING - TRANSFER

The SELLER may not subcontract or transfer its obligations upon the CONTRACT without the prior written agreement of AL-aT. The use of subcontractors shall not release the SELLER from any of its obligations towards AL-aT. It is the SELLER's duty to guarantee responsibility for the work performed by the subcontractor and to ensure that the sub-contracting agreement preserves AL-aT rights under the CONTRACT. The SELLER shall indemnify AL-aT against all remedies exercised by the subcontractor against AL-aT.

17. INSURANCE

The SELLER undertakes to take out insurance policies with a financially sound and reputable insurance company (including in particular Products Liability; Professional Liability;

Damage including Furnished Items: the Furnished Items must be insured for their new value against all insurable risks or damage) covering it against all risks that it may incur or cause in the context of the fulfillment of its obligations. At the request of AL-aT, the SELLER undertakes to provide the necessary documentary proof. Moreover the SELLER waives any right of recourse against AL-aT and its insurers for any type of damage suffered during the performance of the CONTRACT or by reason of its termination. This clause shall survive the expiration of the CONTRACT.

18. INTELLECTUAL PROPERTY

Each Party retains any knowledge including related intellectual property ("IP") rights generated or acquired previously or independently to the performance of the CONTRACT (hereinafter "Background "). The SELLER grants to AL-aT a free-of-charge, non-exclusive, irrevocable, transferable, with the right to sublicense, right of exploitation , reproduction, representation, adaptation, modification, translation of its Background required for the implementation of the Foreground. "Foreground" shall mean any type of knowledge, invention, know-how, software, engineering files, drawings, new technical documents resulting from the performance of the CONTRACT. AL-aT acquires ownership of Foreground in accordance with provisions here below being understood that financial contribution for assignment of Foreground is included in CONTRACT price without any additional compensation for the SELLER.

For Foreground likely to be protected by an industrial property right (in particular by patents), the Parties agree that AL-aT shall register in its name only, for its own account and at its own expense, any IP right application (including patents) over the said Foreground. For this purpose, the SELLER grants to AL-aT on its own name and for the account of its employees or any third-party, all necessary powers for applications in the name of AL-aT or any other company of Air Liquide Group (Air Liquide Group means any company owned

directly or indirectly by L'Air Liquide S.A), in France or abroad, of any right of industrial property related to Foreground.

For Foreground that may be protected by an IP right such as, without limitation, copyright, the SELLER assigns to AL-aT, as and when they are created all the rights to the Foreground that may be protected (including software and databases). As such, AL-aT acquires the rights of exploitation, reproduction, representation, adaptation, modification and translation of all or part of the Foreground on any media for the duration of the legal protection of the IP rights and in the whole world any use of AL-aT. AL-aT may also transfer or sub-license all or part of these rights to a third party. The SELLER states that it is the holder of all rights to use, manufacture and sell SUPPLIES and that AL-aT shall have the right to use and/or resell the SUPPLIES. The SELLER guarantees to AL-aT that the SUPPLIES do not constitute an infringement of a third party's IP right. It accordingly shall hold AL-aT, its sub-licensee or assignee, its customer, harmless against any and all third party claims in connection with infringement by the SELLER and/or AL-aT and/or its customer, which relate to IP rights belonging to a third party because of the performance of the CONTRACT or the use of the SUPPLY, and to indemnify AL-aT and its customer for the costs and indemnities which may be borne by them in any way for this reason. This clause shall survive the expiration of the CONTRACT for whole duration of concerned IP rights

19. CONFIDENTIALITY

Each Party undertakes to keep confidential, during the performance of the CONTRACT and for five (5) years from the date of its expiration, any information of any nature whatsoever (including Foreground), and in particular technical (drawings, diagrams, reports) or commercial information of which it may have had knowledge within the context of the performance of the CONTRACT and which (a) is marked as "confidential" or words of similar

import when disclosed, (b) is orally disclosed and is summarized and described as confidential in a writing that is delivered to receiving Party within thirty (30) days of disclosure, or (c) a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure. For the purpose of this article, "in writing" shall mean on paper, by telecopy or electronically.

All documents, regardless of their medium or their nature remain the property of the disclosing Party. They can neither be communicated, nor disclosed, in whole or in part, to a third party without the prior, written agreement of the disclosing Party. Each Party undertakes to use any confidential document or information only for the sole purpose of the CONTRACT. Each Party undertakes to take in respect of its personnel and of its sub-contractors specific steps to ensure compliance with this clause and shall make sure, by taking appropriate measures that its employees and its subcontractors shall be bound on by confidentiality provisions not less restrictive than the present one. The conditions defined in this article shall not deprive AL-aT from the rights defined in article 18.

20. COMPLIANCE WITH LAWS AND REGULATIONS

20.1 Wherever (in France or abroad) the SUPPLIES are made, the SELLER guarantees it has quality and HSE processes that AL-aT may claim on simple request. The SELLER also guarantees that SUPPLIES shall be compliant with legal, regulatory provisions, applicable quality requests and all rules concerning notably health, safety, hygiene, product traceability and environment protection. At time of delivery, the SELLER shall disclose to AL-aT all information in its possession aiming use of SUPPLIES in safety conditions.

20.2 In addition, the SELLER shall at all times comply and ensure the compliance of the SUPPLIES with any and all applicable laws and

regulations such as but not limited to REACH regulations and/or with applicable export control (such as TSA regulations), customs and foreign trade laws and regulations and any amendments thereto.

The SELLER shall notify AL-aT if any export control laws and regulations apply to the Goods or parts of them. If that is the case, the SELLER shall obtain all necessary export licenses applicable to the SUPPLIES, unless specifically agreed otherwise. If that is not the case, the SELLER shall certify in writing that the SUPPLIES are not subject to any export control laws and regulations. Besides, the SELLER shall provide AL-aT with any information and data, including CECC whose template is available on the following URL: <https://advancedtech.airliquide.com/node/9516> required by AL-aT to comply with export controls laws and regulations applicable in the countries of export and import, as well as for re-export, and concerning the SUPPLIES and warrants their accuracy.

The SELLER shall at all times comply and ensure the compliance of the Labour Code provisions, including those related to undeclared labour. Therefore, the SELLER undertakes to provide to AL-aT, on the date the CONTRACT is placed and then every six (6) months until termination of the CONTRACT, all the documents referred to in articles D. 8222-5, D. 8254-1 et seq. of the Labour Code, or the documents referred to in articles D. 8222-7 and 8 and D. 8254-3 et seq. of the Labour Code.

The SELLER shall flow down, insofar as it is applicable, the present provision to its own subcontractors or suppliers. In the case of breach of this obligation, SELLER shall be liable to AL-aT irrespective of any limitation of liability provisions that may have been agreed in the CONTRACT.

21. AUDIT AND INSPECTION

Subject to reasonable notice, AL-aT, its customer or their agents shall, at any time, have unrestricted access to the SELLER's premises and those of its suppliers and subcontractors in order to perform audits and

inspections to check the progress of the work which is the purpose of the CONTRACT and/or control the observance of the SELLER's obligations. The SELLER shall make available to AL-aT all the resources and personnel required for this purpose. These audits and inspections shall in no way release the SELLER from its obligations under the CONTRACT.

22. SUSPENSION - RESCISSION / TERMINATION

22.1 Suspension.

AL-aT may at any time instruct the SELLER to suspend whole or part of the execution of the CONTRACT. During such suspension, the SELLER shall, within five (5) working days from the date of receipt of such instruction, provide AL-aT with a detailed progress statement related to the execution of the CONTRACT as well as any appropriate recommendation. The SELLER shall do its best efforts to mitigate the consequences of the suspension instructed by AL-aT.

If the suspension of the execution of the CONTRACT is prevented for three (3) months by reason not attributable to a SELLER's breach of contract, the latter shall be entitled to obtain a compensation in accordance with the following conditions:

- a) The SELLER shall issue any claim for compensation within ten (10) working days from the date of receipt of the written notice issued by AL-aT instructing the SELLER to resume the execution of the CONTRACT. If the SELLER fails to issue a claim for compensation within such period of ten (10) working days, the SELLER shall not be entitled to obtain any compensation.
- b) A compensation shall only cover direct and foreseeable costs incurred by the SELLER, provided that they are duly proved.
- c) The compensation shall be limited to 5% of the CONTRACT I price.

22.2 Termination - Rescission.

In case of non-performance by the SELLER of all or part of its core obligations as defined in the CONTRACT (notably if the cap of the penalties mentioned in article 7 is reached), AL-aT shall, without prejudice to any claims for compensation and after having granted a thirty (30) calendar days cure period which remained without effect for thirty (30) calendar days:

- Cause the CONTRACT to be performed by a third party at the SELLER's expense and risks or obtain supplies from a third party at SELLER's expense. In no event, any third party's solicitation by AL-aT to remedy SELLER's breach shall limit or release its responsibility pursuant to its contractual obligations.
- And/or terminate or rescind the CONTRACT for default by registered letter with acknowledgement of receipt after formal notice.

Notwithstanding the above, AL-aT reserves the right at any time to terminate for convenience all or part of the CONTRACT or to rescind the CONTRACT. In case of partial termination, the SELLER undertakes to stop the performance of the terminated part of the CONTRACT immediately and to communicate to AL-aT once a month a progress status report related to the part of the CONTRACT which has not been terminated. AL-aT shall then be required to pay to the SELLER, as a binding settlement agreement, the value of the SUPPLY received, delivered or being delivered or manufactured, this value being determined on the basis of the price of such SUPPLY and their state of progress at the time of the termination or the rescission, being understood that the SELLER shall not be compensated for any SUPPLY made earlier than expected upon CONTRACT schedule.

23. CORPORATE SOCIAL RESPONSIBILITY (CSR)

Air Liquide Group is committed to respect human and labor rights and legislation towards protecting the environment and gives importance to the ability of its suppliers to accompany Air Liquide with its sustainability policy.

23.1 Supplier Code of Conduct

Air Liquide "Supplier Code of Conduct" is available on the Air Liquide Website at the following URL <https://www.airliquide.com/group/our-suppliers>. Air Liquide expects the SELLER to conduct business responsibility, with integrity and transparency, and requests the SELLER to comply with the rules of such "Supplier Code of Conduct". The SELLER undertakes to comply with and will ensure compliance with the "Supplier Code of Conduct" by all of the SELLER's employees and subcontractors.

23.2 CORPORATESOCIAL RESPONSIBILITY (CSR)

The SELLER undertakes to put in place, during the duration of this CONTRACT an action plan (to be adapted in accordance with nature of SUPPLIES) in order to:

- register the number of their employees and the number of those entering and leaving, in each facility;
- register the number of lost-time accidents and the number of non-lost time accidents and the accident frequency rate of employees, subcontractors and temporary workers;
- measure and optimize water and energy consumption
- measure and optimize greenhouse gas (GHG) emissions;
- measure and reduce the atmospheric discharge of nitrogen oxide (NOx), sulfur oxide (SOx), and Volatile Organic Compounds (VOC);

- measure and reduce the discharge into water of oxidizable matter and suspended solids;

The SELLER agrees to be evaluated at its own costs on its CSR performances by AL-aT or by a third party appointed by AL-aT.

If the global score obtained is below or equal to 24/100:

- The supplier undertakes to put in place within one (1) month a Corrective Action Plan. After a period of twelve (12) months, the SELLER undertakes to be reevaluated by AL-aT or by a third party appointed by AL-aT, at its own costs.

If the global score obtained is between 25/100 and 44/100:

- The SELLER undertakes to put in place a Corrective Action Plan. After a period of three (3) years, the SELLER undertakes to be reevaluated by AL-aT or by a third party appointed by AL-aT, at its own costs.

23.3. A violation of one of the commitments contained in this article by the SELLER or any of its subcontractors, shall be considered as a material breach to this Agreement, which may give rise to end of CONTRACT as set forth under article 22.

23.4 DATA PROTECTION

For the purposes of this article, the terms used have the meaning set out in the applicable regulations on personal data processing, including:

(i) The directive 2002/58/CE of the European Parliament and of the Council of 12 July 2002, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("the GDPR"), and

(ii) Any other future applicable legislation which might complete or replace them.

(Hereinafter together "Data Protection Regulation").

The Parties undertake to comply with their respective obligations under the Data Protection Regulation.

Each Party guarantees the other Party that it complies with the Data Protection Regulation, in particular in terms of personal data security and confidentiality.

The Parties undertake to implement the appropriate technical and organizational measures to protect the personal data against any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed, taking into account the nature of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

To perform the SUPPLIES herein, each Party may collect and process personal data relating to the other Party's employees and/or clients, or any other categories of data subjects relevant for the performance of the SUPPLIES in accordance with the CONTRACT.

Each Party acknowledges acting as a controller concerning the collection and processing of such personal data carried out for the provision of the SUPPLIES as provided in the CONTRACT. Each Party undertakes therefore to comply with all the requirements of the Data Protection Regulation which are imposed on the controller.

The Parties undertake to comply with this article throughout the term of the CONTRACT and beyond when the obligations set out in this article shall survive upon termination of this CONTRACT according to Data Protection Regulation and notably the obligation of security and confidentiality of the personal data.

24. APPLICABLE LAW - JURISDICTION

The CONTRACT is governed by French law to the exclusion of the Vienna Convention of 11 April 1980 on the international sale of goods. No consideration shall be given to principles of international law on the conflict of laws.

Any dispute relating to the formation, the validity, the interpretation of the Contract shall be settled amicably and in good faith within three (3) months. Should this not be the case, the dispute shall be submitted to the Tribunal de Grande Instance of Paris (France). However, the Parties may by mutual agreement decide to have recourse to mediation, before going to court.

Any claim for damages, for time extension or for additional payment ("Claim") shall be issued by the SELLER within five (5) working days ("the Time Bar") from the occurrence of the event supporting such Claim. In case of non-compliance with the Time Bar, AL-aT shall be entitled not to consider the Claim. Compliance with the Time bar shall not be deemed as AL-aT's acceptance of the legitimacy of the Claim.