



Purchasing

**GENERAL TERMS AND CONDITIONS**

CONTRACT

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**ARTICLE 1 – SCOPE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE (“GTP”) – PLACING ORDERS**

This Purchase Order along with the GTP applies to all purchases of products and/or services ordered by GTT (“Products”) from its suppliers or service providers (hereinafter collectively the “Supplier”).

Order (the “Order”) refers to the Purchase Order issued by GTT, these GTP, the documents laying out the Product characteristics (plans, samples, prototypes, drawings, specifications, etc.) and other contractual provisions, if any.

Fulfilment of the Order placed by Gaztransport et Technigaz, a public limited company (*société anonyme*) incorporated under French law, with capital of 370,288 euros, having its registered office at 1 route de Versailles in Saint-Rémy-lès-Chevreuse (78470), registered with the Versailles Registry of Trade and Companies under the number 662 001 403 (hereinafter “GTT”) implies formal acceptance on the part of the Supplier of the GTP inasmuch as no conditions departing from the GTP were negotiated in a separate written agreement. The provisions of these GTP are deemed to be accepted as is unless amended through negotiation in light, in particular, of the Supplier’s General Terms and Conditions of Sale and prevail over the latter<sup>1</sup>.

Orders are sent by mail, fax or any electronic means that has been agreed upon. The Supplier accepts orders by sending the acknowledgment of receipt accompanying the purchase order by mail, fax or any electronic means that has been agreed upon, no later than eight (8) working days from the date of the Order. Any Order which has not been acknowledged but which has been fulfilled, in whole or part, by the Supplier, shall be deemed accepted.

**ARTICLE 2 – PRICE**

**2.1.** Prices shown are firm and final, exclusive of VAT, for the term of the performance of said order. These fixed-rate prices compensate the Supplier for costs, risks, charges, obligations of any kind and include all the components of the Order, including the transfer to GTT of the industrial and/or intellectual property rights relating to the Products made by the Supplier, its staff, its subcontractors, if any, and its subcontractors’ staff. For goods and other equipment delivered or sold to GTT, the price is based on the DAP or DDP INCOTERMS, as specified on the Purchase Order.

**2.2.** In the event that, following receipt of the Order but prior to delivery of the Products, the Supplier were to decrease the sales prices for Products which are identical or similar to those covered in the Order, the new prices in effect shall automatically replace those agreed to in the Order.

**2.3.** Invoices shall be settled no later than 45 days as of month-end, calculated from the date the invoice is issued, subject to receipt by GTT of a correctly prepared and properly supported invoice to the address specified in the Purchase Order. Subsequent to delivery of the Products, invoices shall be sent to GTT’s Accounting Department. Invoices must be addressed to GTT S.A., specify the GTT purchase order number and contain all information required by applicable laws and regulations

**2.4.** Late payments shall give rise to (i) interest equal to three times the statutory interest applicable on the date of payment, calculated on the basis of the amount of the invoice payable from the day following the due date until the payment thereof and (ii) payment of lump sum compensation for recovery costs set at €40.

**ARTICLE 3 – DELIVERY**

**3.1.** Unless otherwise specified or included in the price of carriage, the Supplier agrees to ship the Products through a carrier designated by GTT. If the Supplier ships the Products by a method or carrier not approved by GTT, the Supplier must pay any additional costs resulting there from. The Supplier undertakes to give preference to carriage by rail or by truck. It undertakes to value the Products on the basis of the selected Incoterm.

**3.2.** Order shall specify the delivery times, understood to cover the handing over of the Products to any location specified by GTT in the Purchase Order. Said times are mandatory and represent an essential component of the Order. Accordingly, in accepting the Order, the Supplier irrevocably commits to observe said times. Failure to comply with the latter shall result in the application of the avoidance clause provided for in article 8 below.

**ARTICLE 4 – RECEIPT – INSPECTION – TRANSFER OF TITLE – CANCELLATION**

**4.1.** The Products must meet the specifications agreed between the parties and comply with the final proof or description approved by GTT. In the event the parties agreed on a control sample, the delivered Products should conform exactly to the said sample.

**4.2.** Products delivered to the GTT site, located at 1, route de Versailles, 78470 Saint-Rémy-lès-Chevreuse (France), shall only be received Monday to Thursday from 8.30 a.m. to 12.00 p.m. and 1:30 p.m. to 4.30 p.m. and Friday from 8.15 a.m. to 12.00 p.m. and 1:30 p.m. to 3.45 p.m. Following delivery, GTT shall endeavour to notify the Supplier of any non-conformities or visible defects in the Products impeding final acceptance of the Products as soon as possible from the time normal operations make it possible to detect them, with it being understood that the Supplier may not invoke delayed notification of claims in order to refuse to address said claims.



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4.3. Following acceptance of the Order, title to the Products is transferred to GTT as and when the Products are completed. The Supplier therefore undertakes to take all steps to individualise the Products as and when they are completed in order to prevent them being confused with the Supplier's products or services or products or services intended for its other customers. Risks relating to the Products are transferred according to the Incoterm specified in the Order or, if no Incoterm is specified, upon delivery of the Products.

4.4. The signing of a delivery note or bill of lading and a lack of reservations or claims may under no circumstances be deemed final acceptance of the Products, or a waiver of any subsequent claim by GTT resulting from non-compliance of the Products or visible or latent defects of the Products. GTT reserves the right to refuse an entire order on the basis of a representative sample of the Product. For Products failing to comply with the specifications agreed between the parties, the Supplier shall be notified of the cause of the refusal at the time of delivery in an email detailing the type(s) of incident(s) detected, as well as the quantities concerned. The Products in question shall then be made available to the Supplier in a place indicated by GTT, with the Supplier being liable for recovering them at its own expense, within seventy-two hours. After such time, GTT may return the Products at the Supplier's expense. In this event, the risks relating to the Products shall continue to be borne by the Supplier. Partial payment by GTT to the Supplier for the Products does not constitute acceptance of the Products on the part of GTT and does not release the Supplier from liability for non-compliant Products.

4.5. The Supplier shall be liable and bear the expense for the safe and appropriate packaging of the Products, the mode of transport used and storage, ensuring flawless delivery. The Supplier undertakes to meet the requirements of any and all applicable regulations relating to the packaging, labelling and transport of the Products in the countries of manufacture, shipping, transit, or destination. If the delivered Products are perishable, the Supplier shall be required to affix the expiration date on all the indivisible Product packaging units.

4.6. Any delivery of goods or services not ordered by GTT or exceeding the quantity specified in the Order or, as the case may be, the delivery tolerance as it appears in the Purchase Order or specifications, shall be deemed rejected unless express written consent from GTT has been obtained. The Supplier shall therefore be required to recover the unordered or excess goods, at its expense, and must bear all expenses associated with the surplus goods, in particular, the costs of receiving and storing them. It is expressly agreed between the parties that the Supplier shall remain liable for any unordered or surplus goods not expressly accepted by GTT. Refusal by GTT of the unordered goods or services shall bring about no obligation or liability vis-à-vis the Supplier or any other person, other than that of allowing it to recover at its own expense the goods in the location previously notified to it by GTT.

4.7. GTT reserves the right to cancel the Product Order at any time, by notifying the cancellation in writing to the Supplier by registered letter with acknowledgment of receipt, subject to giving prior notice of fifteen (15) calendar days commencing on the date of first presentation of the letter. In this event, GTT shall only be required to pay the Products that have been satisfactorily delivered or completed by the end of the notice.

**ARTICLE 5 – SUPPLIER'S WARRANTIES**

5.1. The Products delivered to GTT must be impeccable both in quality and presentation. They are warranted against any and all defects in workmanship and materials, pursuant, in particular, to the provisions of Articles 1641 et seq. of the French Civil Code (*Code civil*). They shall comply with the applicable safety standards as well as relevant environmental law. In particular, the Supplier warrants that the Products are:

- in accordance with the Order, the initial samples approved by GTT, best practices, and applicable standards, laws and regulations;
- suitable for the functions and use for which they are intended (within the limits of use specified by the Supplier, as the case may be) and present all the safety characteristics that might be legitimately expected;
- free of any visible or hidden defect and malfunction;
- free of any third-party intellectual property rights.

The warranty period for the Products shall appear on the Purchase Order.

5.2. The Supplier warrants that it has taken out an insurance policy from a reputable insurer covering all its obligations in connection with the Order. The Supplier undertakes to address a copy of the policy to GTT upon simple request. The amounts of coverage of said insurance in no way represent a limit of liability for the Supplier.

5.3. The Supplier warrants to GTT that it is free to assign, worldwide and without restrictions or reservations, any and all intellectual and industrial property rights (copyrights, marks, patents, designs and models) to the Products. It warrants that it has not transferred or granted any intellectual or industrial right to the Products or all its constituent elements to a third party. The Supplier shall indemnify and hold GTT harmless against any action of any kind whatsoever or any request from a third party holding or claiming to hold any right whatsoever to the Products and shall be required to indemnify GTT for any direct or indirect consequences of any claim or action of any kind whatsoever which might be lodged or brought by a third party in connection with the Products. In the event of a third-party intellectual or industrial property right claim, the Supplier undertakes, at its sole expense and at GTT's discretion, either to obtain for GTT the right to freely use the Products or to modify them in such a way that their use is no longer disputed.

In any event, the substituted or modified Products must comply with the Order and shall be subject to GTT's approval prior to production. The Supplier also undertakes to take over the



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inventories of disputed Products at GTT's or its clients' premises, once more at its own expense.

**5.4.** The Supplier represents that it holds any and all administrative authorisations necessary to carry out the activity or activities requested by GTT or to sell the Products covered by the Order and undertakes to complete all the mandatory or requisite administrative formalities.

**5.5** Should the Supplier carry out work in the premises of GTT or in the premises of its client, the Supplier shall comply with all the site's applicable rules and regulations. The Supplier shall indemnify GTT and/or its client for any claim relating to an act or omission on the part of the Supplier, its staff, representatives, or subcontractors, occurring in the premises of GTT or the premises of its client, except in cases in which the claim is owing solely and directly to negligence on the part of GTT or its client. In the event that the Supplier's employees work on the GTT site, the Supplier shall be required to prepare an EHS risk Prevention Plan in conjunction with the person in charge at GTT, in order to identify the risks of each operation and establish safety rules to be observed to guard against such risks. The Supplier shall also be required to inform its employees of the environmental protection rules along with the rules governing workplace health and safety set out in the approved EHS risk Prevention Plan. Said EHS risk Prevention Plan must be implemented before the start of work by the Supplier's employees on the aforementioned sites in accordance with Decree no. 92-158 of 20 February 1992.

**5.6.** The Supplier is prohibited from outsourcing all or part of the GTT Order without GTT's express written consent. Should the Supplier be authorised to outsource all or part of the Order to a third party or parties, it shall remain solely and fully liable with regard to GTT for the performance of the Order and compliance with the GTP. It must indemnify and hold GTT harmless against any and all claims from its subcontractors, lead GTT's defence and indemnify it against any and all consequences of such claims.

**5.7.** The Supplier represents and warrants that it shall comply with all laws, regulations, and rules applicable to exports, as well as all other federal, state and local laws or regulations, provisions and requirements in force when carrying out the Order. The Supplier shall also obtain all the applicable permits and licenses needed to fulfil its obligations under the Order and, at the request of GTT, the Supplier shall submit copies of said documents. At the simple request of GTT, the Supplier shall provide GTT with the ECCN numbers ("Export Control Classification Number") and the "Harmonized Tariff" number assigned to the Products or any other information which GTT may reasonably request from the Supplier.

**5.8.** The Supplier shall specify on the Products and, where necessary, on the packaging, the labels and invoices of the Products, in addition to the Products' country of origin, in accordance with applicable customs regulations. The Supplier must also provide GTT with acceptable documentation for auditing purposes establishing the country of origin and, including, inter

alia, certificates of origin for Products subject to preferential provisions on duties and taxes.

**ARTICLE 6 – OWNERSHIP**

**6.1.** The Order confers no industrial and/or intellectual property rights, including, in particular, trademark rights, designs and models, copyrights or patents held or exploited in any capacity by GTT or any GTT group company to the Supplier.

**6.2.** The Products shall be kept safe and separate from the Supplier's property and shall be marked "Property of GTT." The Supplier shall not move the GTT Products outside its premises without GTT's prior consent, except for deliveries. The Supplier undertakes to refrain from substituting other goods for the Products and to not use the latter, except for the purposes of performing the work hereunder. The Supplier undertakes to insure the Products at their full replacement value. Should GTT loan out materials, equipment, or other items to the Supplier, the latter undertakes to return them to GTT in the same condition, except if GTT specifically requests they be destroyed.

**6.3.** All elements existing prior to the Order such as drawings, plans, software or any other document, regardless of the media, supplied by GTT for the purposes of the Order is and shall remain the exclusive property of GTT, along with all intellectual property rights attached thereto, including the rights of reproduction, adaptation, representation, marketing, translation, transformation and modification as defined by the laws in force. They are made available to the Supplier solely in connection with the fulfilment of the Order and may not under any circumstances be used or distributed by the Supplier for a purpose other than that of the Order. Accordingly, the Supplier undertakes to return to GTT all said objects or elements upon request. Any use of the aforementioned intellectual property outside the scope of the performance of the Order without obtaining GTT's prior written consent shall constitute infringement as defined in Articles L. 335-2 et seq. of the French Intellectual Property Code (*Code de la Propriété Intellectuelle*).

**6.4.** All elements existing prior to the Order developed by the Supplier independently of the Order, such as drawings, plans, software or any other document, regardless of the media, supplied by the Supplier for the purposes of the Order is and shall remain the property of the Supplier, along with all intellectual property rights attached thereto, including the rights of reproduction, adaptation, representation, marketing, translation, transformation and modification as defined by the laws in force.

**6.5.** Any deliverable covered by the Order such as drawings, plans, software, analyses, conclusions, recommendations or any other document, regardless of the media, designed or manufactured by the Supplier for the needs of GTT, pursuant to GTT's instructions or for the purposes of the Order, and whose adaptation, design or manufacture was directly or indirectly invoiced to GTT shall be automatically assigned to GTT as and when they are produced,



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along with all intellectual property rights attached thereto, including the rights of exploitation, temporary or permanent reproduction, representation, translation, adaptation, transformation, arrangement, modification, marketing with or without charge, rent, marketing, extraction, through temporary or permanent transfer, reuse, by making available to the public, of all or a quantitatively or qualitatively significant part of the content of a database, repeated and systematic extraction and reuse of quantitatively or qualitatively insignificant parts of the content of the database and use associated with the Products and all their constituent elements, taken in the broadest sense, for the duration of the intellectual property rights attached thereto. Said assignment is granted without limitation regarding the number of reproductions, or representations worldwide and in all languages, in any form, via all means, for any and all means of exploitation, and on any and all present and future media, in particular, IT, multimedia, network, including internet and direct distribution or via satellite. It is granted on an exclusive basis to GTT, as well as to any company it might designate. Consequently, the Supplier shall refrain from exploiting for its own benefit or assigning to a third party any or all of the intellectual or industrial property rights relating to the Products, in any form whatsoever. Any use of the aforementioned intellectual or industrial property outside the scope of the performance of the Order without obtaining GTT's prior written consent shall constitute infringement as defined in Articles L. 335-2 et seq. of the French Intellectual Property Code.

**ARTICLE 7 – PENALTIES FOR LATE DELIVERIES**

Should, following a delay in performing the Order of more than three clear days, GTT opt not to terminate the agreement in question through application of the provisions of Article 8 below, the Supplier shall be required to pay as damages an amount equal to 0.5% of the pre-tax value of the Order per day of delay, it being understood that this amount may not exceed 10% of the pre-tax value of the Order. This obligation shall be binding upon the Supplier eight (8) calendar days following the date of first presentation of a formal notice, gone unheeded, sent by GTT to the Supplier, by registered letter with acknowledgment of receipt. Furthermore, in the event a delay in delivery renders the Products unusable for GTT, the Supplier shall be obliged to take over said Products at their purchase cost and its expense.

**ARTICLE 8 – AVOIDANCE**

In the event the Supplier fails to comply with the deadlines or fails to perform any of its obligations whatsoever, GTT may automatically terminate their contractual relationship by registered letter with acknowledgment of receipt, without the need for notice and without being required to pay any compensation, eight days following the first presentation of formal notice sent by registered letter with acknowledgment of receipt to comply with its obligations, gone unheeded, without prejudice to any damages the Supplier might owe.

**ARTICLE 9 – TERMINATION**

**9.1** In the event the Order is placed for an indefinite period, either party may terminate it any time by giving three (3) months' notice by registered letter with acknowledgment of receipt. The parties may expressly agree to reduce said notice. During the notice period, initiated by either party, the Order must be performed under the contractual conditions, in particular those concerning price, in force at the time of termination. In the event the Order is placed for a fixed term, it may not be renewed.

**9.2** In the event of a breach by the Supplier of one or more of its material contractual obligations (such as on-time delivery of Products of the desired quality in accordance with the agreed terms), GTT may automatically terminate the Order without any formalities fifteen days after sending formal notice by registered letter with acknowledgment of receipt gone unheeded, in part or whole, at the end of this period, subject to any damages which GTT might claim.

**9.3** The party affected by a force majeure event must immediately notify the other party in writing of said event and provide the latter with any and all relevant information and evidence related thereto, specifying, in particular, the period during which said event risks to delay the proper performance of this Order. In case of force majeure, GTT may decide either to (i) agree with the Supplier on an additional delivery period, or (ii) terminate, at any time without further obligation or liability, all or part of the Order.

**9.4** In preparation of the rescission, termination or cancellation of the Order for any reason whatsoever, the Supplier shall take all steps and cooperate in good faith to allow GTT to ensure the continued performance of its obligations.

**ARTICLE 10 – AUDITS**

At GTT's simple request, the Supplier shall allow GTT to carry out audits and make copies, if necessary, of documents in the Supplier's possession concerning the performance of its obligations under the Order or any other applicable legal requirements. Furthermore, at GTT's simple request, the Supplier shall permit reasonable access to the sites where the order-related work is carried out for the purposes of assessing the quality of the work, compliance with GTT's specifications and that the representations, warranties, certifications and commitments in connection with the Order are being honoured.

**ARTICLE 11 – GOVERNING LAW – DISPUTES**

**11.1.** French law governs the contractual relationship between GTT and the Supplier.

**11.2. Any dispute which may arise regarding the validity, construction, performance and/or cessation of the contractual relationship existing between the Supplier and GTT shall fall under the exclusive jurisdiction of the Paris Commercial Court**



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**(Tribunal de commerce), even if there is more than one defendant, or in the case of introduction of third parties.**

**ARTICLE 12 – NON-TRANSFERABILITY**

Any total or partial assignment of the agreement without the other party's prior express consent in writing may bring about the termination of the contractual relationship without notice, without payment of compensation and without prejudice to any damages the party might claim as a result of such unauthorised assignment.

**ARTICLE 13 – EXCLUSIVE RIGHTS AND CONFIDENTIALITY**

**13.1.** The Supplier undertakes throughout the term of the Order to refrain from entering with a competitor of GTT into an agreement whose purpose is the fulfilment of an assignment similar to that carried out in connection with the Order, unless previously expressly agreed to in writing by GTT.

**13.2.** The Supplier undertakes to treat as strictly confidential any information concerning GTT or any of company belonging to the same group, their respective products, or their business activities, of which the Supplier becomes aware in the course of carrying out the Order ("Confidential Information"). The Confidential Information include, but are not limited to, any and all data, equipment, know-how, inventions, technologies, computer programs, materials, specifications, manuals, software, marketing or development plans, financial information any and other information disclosed or submitted verbally, visually, in writing, or via any other medium, to the Supplier by GTT or its subsidiaries. Irrespective of the medium used, said information is deemed to be Confidential Information.

Confidential Information may be used solely for the purposes of the Order. The Supplier shall take all steps to ensure that no Confidential Information is disclosed or revealed to a third party (including to a subcontractor), without GTT's prior express consent. Any breach of this obligation may result in the avoidance clause of the GTP being implemented.

This confidentiality obligation shall survive the end of the Order, irrespective of the reason therefore, for as long as the Confidential Information remains secret and in any case for a period of at least TEN (10) years as of the date of termination, rescission, or expiry of the Order. At the end of the Order, the Supplier shall return to GTT, at first request, any and all documents, confidential or otherwise, relating to the Order, and shall not be entitled to keep a copy of said document (on any medium whatsoever), unless previously and expressly agreed to by GTT.

Moreover, in light of regulations applicable to the products and unless it is bound to do so by law, the Supplier may under no circumstances publicise its business relations with GTT, in particular, for promotional or advertising purposes, without having obtained GTT's express prior written consent.

**ARTICLE 14 – UNDECLARED WORK**

The Supplier agrees hereby to comply with regulations on undeclared work.

For all agreements of €3,000 or more, the Supplier therefore undertakes to submit, at the time of the execution of the GTP and every six (6) months thereafter if necessary, a company registration certificate (*extrait K Bis*) from the Trade and Companies Registries as well as an affidavit of the submission of Social Security declarations and payment of Social Security contributions provided for in Article L 243-15 of the French Social Security Code (*Code de Sécurité Sociale*) from the Social Security protection agency responsible for the collection of contributions, issued within the past 6 months.

In the event the aforementioned documents are not disclosed, GTT may automatically terminate the contractual relationship with the Supplier by registered letter with acknowledgment of receipt fifteen (15) days after the date of first presentation of a formal notice sent by registered letter with acknowledgment of receipt gone unheeded, in part or whole, at the end of this period, with such termination being subject to any damages which GTT might claim as a result of said non-disclosure.

**ARTICLE 15 – ETHICS**

**15.1.** The Supplier acknowledges that it has been informed of, and agree to abide by, the GTT commitments in the area of ethics, as those commitments are set forth in the Ethics Charter posted on GTT's website [www.gtt.fr](http://www.gtt.fr).

**15.2.** The Supplier represents and warrants to GTT that, for a period of [3] years immediately preceding the execution of the purchase order or contract referring to these General Conditions of Purchase, it 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.

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



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15.4. GTT has the right to require from the Supplier evidence that he has complied with the rules of the present Ethics Clause and to carry out audits or have them carried out.

15.5. Any breaches of the rules of the present Ethics 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.

**ARTICLE 16 – MISCELLANEOUS PROVISIONS**

**16.1** In its capacity as an independent contractor, the Supplier exercises its activity with no relationship of subordination vis-à-vis GTT. All of the Supplier's staff assigned in whole or part to carry out the order shall remain under all circumstances under the Supplier's hierarchical and disciplinary authority.

**16.2** Each party hereto is an independent legal entity, both legally and financially, and acts in its own name and under its own responsibility.

**16.3** If any of the provisions of these GTP were to become void or unenforceable, the remaining provision shall remain in full force and effect and, in such an event, the parties shall seek in good faith to reinsert a provision as close as possible to the original.

**16.4** Any tolerance, however long it lasts, shown by GTT regarding the Supplier's performance of any of its obligations arising from the GTP shall not be construed as a waiver of its rights and as releasing the Supplier from subsequently performing the obligation(s) in question under the terms and conditions of these GTP.

**16.5** The provisions of articles 6.5 (deliverables adapted, designed or manufactured for the purposes of the Order), 13.2 (Confidentiality) shall survive termination, rescission, expiry, or cancellation of the Order.

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