

STANDARD PURCHASE CONDITIONS

1. SCOPE AND VALIDITY

These Standard Purchase Conditions ("**SPCs**") shall apply to orders issued by NEPTUNE ENERGY INTERNATIONAL SA. (« **NEPTUNE** ») or one of its Affiliated Entities as defined below (the "**Customer**") to a natural or legal person identified as a supplier in the order (the "**Supplier**" and together with the Customer, the "**Parties**") for the supply of material goods (excluding any software) ("**Products**"), or services ("**Services**"), as defined in each Order (as defined below) or contract referring to the SPCs and to the fullest extent permitted by the mandatory rules of applicable law. The supply of a Product and/or a Service is referred to in these SPCs indifferently as a "**Service**". These SPCs do not apply to Orders placed by the Customer for Services and/or Products subject to a separate framework agreement negotiated and signed between the Customer and the Supplier. SPCs may be supplemented, specified or amended in writing under specific conditions negotiated and signed by the Parties (the "**Specific Conditions**"). The Specific Conditions list in particular all the documents (e.g.: purchase order, design brief, specifications, SPC, Specific Conditions, etc.) which govern the contractual relationship between the Customer and the Supplier regarding the Service ("**Contractual Documents**") as well as the order of prevalence of these documents relative to each other. In the absence of specific provisions in the Specific Conditions, the Contractual Documents and their order of prevalence are as follows (in descending order of importance): (i) Order as defined below, (ii) Specific Conditions, (iii) SPCs, (iv) specifications, (v) offer from the Supplier.

The notion of entity affiliated with NEPTUNE covers all the entities (together the "**Affiliated Entities**") which are (i) controlled by NEPTUNE within the meaning of Article L.233-3 of the French Commercial Code and/or (ii) included within the scope of consolidation of NEPTUNE or any other affiliate company of NEPTUNE.

The issue of an Order, as defined below, by an Affiliated Entity does not create for NEPTUNE any right or obligation vis-à-vis the Supplier. There is no joint liability between NEPTUNE and its Affiliated Entities.

2. EXECUTION OF THE PURCHASE ORDER

The order is the written document, whatever its form (purchase order, contract referring to the SPCs, etc.), issued by the Customer and sent to the Supplier for the purchase of a Service and mentioning in particular the detailed description of the Service ordered, the delivery period, the price, the reference to the SPCs, as well as, if applicable, the expected deliverables (together the "**Order**"). Orders placed verbally or by telephone are only valid if confirmed in writing.

The Order will be deemed accepted by the Supplier when the first of the following two events occurs (the "**Reception**"):

- receipt by the Customer of the Order signed by the Supplier without modification, within a maximum period of five (5) calendar days from the date of dispatch by the Customer, failing which the Order may be canceled by the Customer without having to provide a reason or to pay an indemnity or, if applicable, will be treated as having been accepted by the Supplier (concerning Electronic Orders, an e-mail receipt is authorised);
- beginning of performance of the Order by the Supplier, without any written reservation from him on the Contractual Documents within the period specified below.

If the Supplier accepts the Order with reservations, the Supplier must notify the Customer within five (5) days of receipt of the Order in a separate written document. In this case, the Customer will no longer be bound by the said Order unless he confirms his agreement of the said modifications in writing to the Supplier.

The issue of the Order is the result of negotiations between the Parties conducted on the basis of the Supplier's standard conditions of sale where they exist. The Acceptance of an Order by the Supplier shall be considered as the full and entire acceptance by the Supplier of the SPCs, and more generally of the Contractual Documents.

The Parties undertake to ensure that the content of their documents complies with obligations, in particular formal, arising from laws, regulations and commercial practices.

2.1 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 shall be specified. The Parties agree that the electronic contact details are sufficient to identify the sender of the electronic documents and authenticate their origin.

2.2 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 provisions 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 applicable.

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 telecommunication systems.

2.3 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.

2.4 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 AND MODALITY OF INVOICING AND PAYMENT

Unless otherwise indicated in the Specific Conditions, prices are global, fixed, firm and non-revisable and include all costs, including insurance, taxes, charges and customs excluding VAT. Prices include all costs and expenses incurred by the Supplier for the performance of the Service, including the assignment of any related potential results and related property rights, as well as travel expenses related to the performance of the Service. As the nature of the results does not permit proportional remuneration, the Parties agree that a fixed remuneration may be fixed.

The Supplier's invoices will necessarily reproduce the mandatory legal information and those requested by the Customer, the number and the allocation of the Order, the intra-community VAT identification number. The invoices will be sent to the billing address indicated by the Customer. Otherwise the Customer will be entitled to reject the invoice and not to make the payment. The Customer shall promptly inform the Supplier of the rejection of any invoice and of the reasons for such rejection.

Payments are made in accordance with the terms of the purchase order. If the terms are silent, payment is made within sixty (60) days from the date of issue of the invoice unless a legal provision provides that a shorter period applies. In the event of late payment, the Supplier will apply default interest, which may in no case be greater than (i) three times the legal interest rate in force in France, or (ii) the minimum rate authorised in the country of the Customer, unless otherwise agreed by the Parties in the Order. In addition, if the Order is subject to French law, a lump sum recovery fee of forty (€40) euros will be applied.

If lower prices or higher discounts have been granted by the Supplier to other Affiliated Entities for services similar to those purchased by the Customer, these more favorable conditions will, as of right, automatically be applicable to the Customer upon request.

4. DELIVERY AND RECEIPT

The Supplier shall execute the Order in accordance with the Contractual Documents, in accordance with professional standards, the laws and regulations and standards in force in the Customer's country and, if

different, the place of performance of the Service.

The Supplier shall deliver the Products and/or Services to the locations/on the dates/on time as indicated on the purchase order and during the opening hours of the reception office of the Customer.

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

The Products delivered and the Services provided shall fully comply with the quality and quantity requirements stipulated in the Order as well as the specifications agreed between the Parties. The Customer shall be deemed to have accepted patent defects if (i) in the case of delivery of Products, the Customer has not informed the Supplier of these defects within ten (10) working days of the delivery date or (ii) in the case of supply of Products or Services subject to an approval procedure, if the Customer has approved 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 will be able to come and assess the state of the Products or the non-compliance of the Services provided; the Supplier shall remedy the contractual defects identified as soon as possible. If the defects identified have not been remedied within fifteen (15) days, the Customer is entitled to reject the Products or Services. In such a case, the price shall not be due and the Supplier will refund any advance payment paid by Customer as soon as possible. If the Products and/or Services are accepted unconditionally or if the initial conditional acceptance is confirmed unconditionally, the Customer shall acknowledge receipt in writing (the "**Receipt**").

5. TRANSFER OF TITLE AND RISK

When the performance of the Order involves the delivery of one or more tangible properties, in particular the supply of materials, by the Supplier to the Customer, the transfer of ownership of the item or goods to the Customer takes place at the Receipt.

The transfer of risks takes place at Receipt.

Where the Services include the transfer of ownership to the Customer of intellectual

property rights, the transfer of ownership of these rights takes place in accordance with the provisions of the article "Intellectual Property" of the SPCs.

6. DELIVERY PERIODS AND PENALTIES

Delivery times agreed between the Parties run from the date of placing the Order by the Customer. These deadlines are imperative and cannot be modified without the prior written consent of the Customer. Unless otherwise stated in the Order or contract referring to SPCs, the expiry of the time periods stipulated in the Order means the day of delivery of the last of the Products relating to the Order or the performance of the Service. The Customer keeps the right to refuse any advance delivery. In case of non-compliance with these deadlines, the Customer may apply penalties of an amount equal to zero point five percent (0.5%) of the total amount of the Order, per calendar day of delay, capped at twenty percent (20%) of the value of the Order, without prejudice to any damages. Beyond this cap, the Customer reserves the right to terminate the said Order, automatically upon notification and without prejudice to its right to damages for any resulting prejudice. The delay penalties are applicable as of right and without prior notice. The Customer sends the Supplier a proof of deduction for penalty. The Supplier then displays their amount in the invoice.

These penalties shall not apply in the event that the delay is due to the fault of the Customer or to a force majeure event as defined in article 18 below.

The payment of penalties does not relieve the Supplier from its obligation to perform the Service and all of its obligations under the Contractual Documents.

The fact that the Customer does not assert its right to apply the penalties as soon as the occurrence of a delay does not mean that it waives this right, nor any other rights it derives from the Contractual Documents or from the law.

7. WARRANTY

The Supplier shall supply Products and provide Services that are free of all apparent and/or hidden defects, are fit for their purpose and which comply with applicable regulations, good practices, rules of the art and standard requirements in terms of use, reliability,

lifespan and the usual purpose of the Product or Service. In the absence of specific provisions set out in the Order and without prejudice to more stringent statutory 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 Receipt. In the same way, the Supplier undertakes to repair or replace, at the Customer's discretion and at the Supplier's own cost, all defaults, defects and non-conformities of the Products and Services identified during this period and shall hold the Customer harmless from any resulting damage. In the event of repairs to or replacement of a Product, a new warranty period of twenty-four (24) months for the said Product shall begin on the date upon which the repaired or replaced Product are put into service.

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

In the event of extreme urgency, related to the safety of persons or the proper performance of its own obligations by the Customer, including vis-à-vis third parties, the Customer shall be entitled to repair or replace the Products itself, at the expense of the Supplier, without prejudice to the aforementioned obligations of the Supplier.

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 LAWS AND REGULATIONS

The Products delivered and Services provided shall comply with all local laws and regulations that are in force in the country of destination of said Products and/or Services, as well as European and international legal and/or regulatory requirements, in particular in terms of safety, environment and labor law. All dangerous Products shall be delivered with a material safety data sheet in accordance with national applicable laws and regulations. All

documents and certificates shall be supplied at the same time as the 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 Order or during its performance, remains the exclusive property of the Party disclosing said information. However, the Parties agree that information to which they would have had lawful access through a third party or which have previously fallen into the public domain, without the violation of these SPCs being the cause of such access, will not be considered confidential under this article.

The Party receiving said confidential information from the other Party shall only use it in connection with the Order and shall return it to the disclosing Party after performance of the 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 Order was placed. The receiving party shall only disclose it to employees who have to know such information to perform the 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, as well as a confidentiality undertaking from the third party in question, except if this third party is already subject to an obligation of confidentiality under the law or due to his profession. The Party receiving the information undertakes to inform its employees of the obligation of confidentiality which binds them and to make sure that they comply with it.

Each Party undertakes to take all appropriate measures to preserve the physical protection of the confidential information in its possession, including during the archiving of such information.

11. COMMUNICATION

Except with the 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 an 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 price agreed between the Parties include this transfer of rights.

The Supplier shall indemnify and hold the Customer harmless against any action by third parties resulting from the violation of intellectual property rights in connection with any deliverables, Products and/or Services, 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, the Customer may terminate the 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, an 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 non-physical damage, whatever their origin, caused to the Customer or any third party during or after the performance of any Order. The Customer may ask the Supplier a copy of the insurance policies taken out by the Supplier. The Supplier shall provide for each

of its sub-contractors to be able to justify having taken out an insurance policy for third party liability. The insurance policies must enter into force at the latest from the date of delivery of the Products or date the Services, shall remain in force for an uninterrupted period of twelve (12) months afterwards and contain a waiver of recourse in favor 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 neither 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 by the Customer of written notice by registered letter, the Customer may terminate the Order as of right, without prejudice to any right to claim damages.

In the same way, the Customer may, without prejudice to any mandatory applicable laws, (i) terminate the 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 Order placed but not yet performed, without formal procedures or prior intervention from the courts.

The completion or termination of the 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

15.1. The Supplier acknowledges that he has been informed of, and agree to abide by, the NEPTUNE 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 <http://neptuneenergy.com/>

15.2. The Supplier represents and warrants to NEPTUNE that, for a period of six years immediately preceding the execution of the Order or contract referring to these SPCs, it

has complied with the rules of international law and national law applicable to the Order or contract referring to these SPCs, in relation to:

- (i) fundamental human rights and in particular the prohibition of (a) using children labour and any form of forced or compulsory labour and (b) organising any form of discrimination within its company or towards its suppliers and sub-contractors;
- (ii) embargos, international sanctions against countries or persons, drugs and weapons trafficking, terrorism;
- (iii) trade, import and export licenses and customs;
- (iv) health and safety of staff and third parties;
- (v) labour, 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 Order or contract referring to these SPCs), 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 performance of the Order or the contract referring to these SPCs, 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.

15.4. NEPTUNE has the right, which NEPTUNE shall exercise reasonably, to require from the Supplier any written evidence that it has complied with the provisions of the present Ethics and Sustainable Development Clause and to carry out audits or have them carried out at the Supplier or at his sub-contractors' offices.

15.5. Any breach of the provisions of the present Ethics and Sustainable Development Clause shall constitute a contractual breach entitling the non-defaulting party to suspend and/or terminate the Order or contract referring to these SPCs at the defaulting party's exclusive wrong, in accordance with the terms and conditions set forth in the Order or contract referring to these SPCs.

16. SUB-CONTRACTING ASSIGNMENT

16.1 The Supplier shall be solely responsible for the correct performance of Orders. The Supplier may only transfer all or part of the performance of an Order to a third party after obtaining the prior written consent of 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 Supplier shall require its sub-contractors to comply with the provisions of the Contractual Documents.

16.3 The Customer shall be free to transfer, fully or partially, its rights and obligations pursuant to the Order to any of its Affiliated Entities.

17. ECONOMIC DEPENDENCE

The Supplier shall immediately inform the Customer of any risk of economic dependence. Such obligation of information is of essence as it permits to the Parties to keep balanced relationship.

The Supplier agrees to assume the consequences on the performance of the Service of any change of circumstances unforeseeable when placing the Order, in particular within the meaning of Article 1195 of the French Civil Code.

18. FORCE MAJEURE

A force majeure event is an event which is reasonably unforeseen when passing the Order, beyond the control of the debtor of the obligation, and that prevent one of the Parties to perform its obligations. In case of force majeure, the obligations of either of the Parties affected by a force majeure shall first be suspended. The Party affected by the force majeure shall promptly notify the other Party of the force majeure event and the probable duration thereof; the affected Party shall make every effort possible to minimize the effects resulting from this situation. Should the force majeure event last for more than fifteen (15) days, without any possibility of remedying it, the other Party may terminate the contract without damages due by either Party.

The Supplier may only invoke the delays of its own suppliers or subcontractors when the cause of these delays comes from a force

majeure event within the meaning of this article.

19. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

THE APPLICABLE LAW SHALL BE THAT OF THE COUNTRY IN WHICH THE CUSTOMER'S REGISTERED OFFICE IS LOCATED TO THE EXCEPTION OF THE VIENNA CONVENTION ON THE INTERNATIONAL SALE OF GOODS.

IN THE EVENT OF DIFFICULTY IN INTERPRETATION OR EXECUTION OF THESE STANDARD PURCHASE CONDITIONS, THE PARTIES SHALL TRY, IN GOOD FAITH, TO FIND AN 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.

IN THE ABSENCE OF A DISPUTE RESOLUTION IN AN AMICABLE WAY OR THROUGH THE NEPTUNE OMBUDSMAN IN ACCORDANCE WITH THE TERMS SET FORTH ABOVE, THE DISPUTE MAY BE BROUGHT BY THE MOST DUE DILIGENT PARTY BEFORE THE COMPETENT COURTS OF THE COUNTRY IN WHICH THE CUSTOMER'S REGISTERED OFFICE IS LOCATED, EXCEPT IF THE PARTIES HAVE AGREED TO ANOTHER DISPUTE RESOLUTION MECHANISM.

20. GENERAL PROVISIONS

The invalidity of one of the clauses of the SPCs shall not invalidate the SPCs as a whole 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 physical or 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 vis-à-vis the Customer. All of the Supplier's staff that is

appointed, wholly or partially, to perform the Order shall remain, in all circumstances, under the management and authority of the Supplier. The Supplier hereby declares that the personnel performing the Services under an Order shall be employed in accordance with the provisions of the labour law in force in France or any local legislation applicable to the Customer and the Supplier and undertakes, in its capacity as employer, to comply with all administrative, accounting and social management obligations with respect to its staff.