

**GENERAL PURCHASING CONDITIONS**  
**WORKS AND ON SITE SERVICES**  
**FAMAT SAFRAN GROUP**  
**GPC-04 - JUNE 2006**

**1 DEFINITIONS**

**Acceptance Report:** document issued by the Buyer, established in the presence of both parties, and signed by both parties, confirming the quantitative and qualitative acceptance of the Supply and/or Works.

**Buyer:** legal entity issuing the Order.

**Certificate of Compliance:** document to be issued by the Supplier confirming conformity of the Supply and/or the Works with the Specifications, the relevant standards in force and all applicable rules and regulations ; such Certificate of Compliance may, where applicable, include the certificates of compliance of the manufacturers of equipment incorporated into the Supply and/or Works.

**Documentation:** all documents to be issued or supplied by the Supplier including, but not limited to rules, handbooks, plans, descriptions, models, checkings or instructions necessary for the performance, use or operation of the Supply and/or Works by the Buyer.

**Entrusted Property :** property belonging to the Buyer and which is placed under the control of the Supplier, and such expression shall include equipment manufactured by the Supplier but financed by the Buyer.

**Final Client:** a client of the Buyer, which is the purchaser of products and/or of services incorporating the Supply and/or Works.

**GPC:** the general purchasing conditions set out in this document.

**Order:** document issued by the Buyer and sent to the Supplier, including in particular a description of the Supply and/or Works ordered, any applicable specific conditions as well as reference to these GPC.

**Result:** all information of any kind whatsoever, whether written or oral, on whatever medium, including but not limited to processes, data, software, hardware, sets of documents, plans, technical sheets, manufacturing product lines, drawings, models, prototypes, sets of trials, whether or not these give rise to intellectual property rights, and that is generated in the course of the performance of the Order.

**Specifications:** any document defining the requirements with which the Supplier or the Supply and/or the Works must comply, the Buyer's needs and the conditions for execution of the Supply and/or the Works, including, but not limited to terms of reference, standards and the applicable quality requirements.

**Supplier:** natural person or legal entity to whom the Order is sent.

**Supply:** sale or lease of products (with or without installation) or performance of services on the Buyer's site, which are the subject of the Order.

**Works :** real estate, capital equipment, capital repairs or renovation works.

**2 ORDER – CHANGE**

The present CGA complete or modify the general conditions shown in writing on the Order.

Performance of the Order is governed by the documents in the decreasing order of priority as follows (the "Contractual Documents"):

- The Order;

- Where applicable, the contract between the Buyer and the Supplier providing for the conditions specific to the purchase of the Supply and/or the Works (the “Specific Contract”);
- The GPC;
- The Specifications;
- Site regulation.

The Contractual Documents shall be accepted and the contract valid upon occurrence of the first of the following two events:

- Acknowledgement of receipt of Order :

The “acknowledgement of receipt” copy in every Order must be returned to the Buyer within fifteen (15) calendar days of its receipt by the Supplier, and be dated and signed by an accredited person employed by the Supplier, carrying the Supplier’s commercial stamp, and showing :

- either an indication of acceptance by the Supplier under the hand-written endorsement “read and approved”
- or the formulation of reserves if any from the Supplier.

After the above mentioned fifteen (15) days period, the Order shall be deemed accepted and its performance shall be required under the terms and conditions set out herein. No reserve shall be deemed accepted without express agreement from the Buyer.

- Beginning of performance of the Order by the Supplier.

The Contractual Documents constitute the only agreement between the parties with respect to the subject matter thereof. They shall apply to the exclusion of, and prevail over the Supplier’s general conditions of sale and over all conflicting conditions which may be set out in communications, representations or agreements between the parties prior to the issue of the Order, in particular in response to a call for tenders.

Any amendment of, or exception to, the conditions of the Contractual Documents cannot be unfavourable to the Buyer and will be considered as accepted only upon prior written approval by the Buyer.

The Buyer reserves the right to refuse and return or to keep at the Supplier’s disposal, at Supplier’s cost and risk, any Supply that is not included in an Order or in an Order amendment issued by the Buyer.

### **3 PERFORMANCE CONTROL**

The Supplier shall perform the Order in compliance with the Specifications. By confirming receipt of the Order, the Supplier agrees to be bound by an obligation of result (*obligation de résultat*).

With respect to Works submitted to public authorities for approval, the Supplier agrees not to start the Works before verifying the lastingness of the project (for instance, the release of any third party claims in connection with building permits).

The Supplier has a duty to provide advice (*devoir de conseil*) on the proper delivery of the Supply and/or proper performance of the Works. The Supplier covenants, in particular, that the technical information and the equipment put at its disposal are fit for the proper performance of the Order. It shall inform the Buyer, on a regular basis, of the progress of the Supply and/or the Works (including by way of on site meeting reports).

The Supplier’s quality control must meet the quality requirements applicable to all of the Buyers’ suppliers. Throughout the performance of the Order, and upon prior notice, the Supplier shall permit the Buyer and the representatives of any relevant control organisations to have unlimited access, during business hours, to its premises and to any document for the purpose of all controls.

The Supplier shall inform the Buyer in due course of any change in its organisation and/or industrial scheme which might have an impact on the performance of the Order.

The Supplier shall cause its subcontractors to agree to the same obligations as those set forth in this article for the benefit of the Buyer.

#### **4 DEADLINES**

Time is of the essence to all orders. The deadlines agreed to between the parties are mandatory and respect of these deadlines constitutes an essential condition without which the Buyer would not have contracted.

In the event that the Supplier is unable to meet the prescribed deadlines, it shall inform the Buyer immediately and agrees to propose alternative solutions in order to provide the Buyer with Supplies and/or Works equivalent in quality, characteristics and price to those set forth in the Order.

Should execution of any Supply and/or Works be delayed, the Buyer reserves the right:

- to apply late penalties equivalent to 1 % of the price of the Order for each calendar day of delay up to 20 % of the price thereof ; and/or
- to cancel the Order without any compensation being due to the Supplier.

Expiry of the deadlines set forth in the Contractual Documents is deemed formal notice. The Supplier agrees that the Buyer may deduct the late penalties in compensation for the amount due to the Supplier under any Orders

These penalties do not apply as full discharge and thus cannot be considered as full and final compensation for the loss sustained by the Buyer. Consequently, notwithstanding the limitation of penalties for late delivery mentioned above, the Buyer will be entitled to obtain from the Supplier full indemnification for the direct or consequential damage arising from the delay in delivery (such as, but not limited to, stoppage of the Buyer's production line, late delivery by the Buyer to the Final Client, deterioration of the Buyer's image).

In the event of early delivery of more than five calendar days, the Buyer reserves the right (i) to accept the Supplies without additional compensation, (ii) to make the Supplies available to the Supplier at the Supplier's own risk, or (iii) to return the Supplies at the Supplier's own cost and risk.

#### **5 ACCEPTANCE**

The acceptance procedure set forth in the Contractual Documents may provide for an intermediate phase for removal of all conditions which should terminate with a report on the removal of all conditions.

Acceptance of the Supply and/or of the Works is final when, following the acceptance procedure specified in the Contractual Documents, including in particular the submission of a Certificate of Compliance by the Supplier, and removal of all conditions, the Buyer issues an Acceptance Report. In no event shall issuance of an Acceptance Report constitute a waiver of, or otherwise affect, any warranties or other covenants hereunder.

By way of exception, in the event that the Buyer takes partial possession of the Works before their full completion, a partial acceptance of the parts of the Works to be occupied by the Buyer can take place.

The Final Client may have a right to participate in, conduct or have another role of validation in the acceptance procedure. In this case, the acceptance pronounced by the Buyer shall be granted to the Supplier subject to that pronounced by the Final Client.

In the event that the Supplies and/or the Works do not conform to the Specifications, the Buyer reserves the right:

- to accept them as they are subject to dispensation, in particular in consideration for a price discount;
- to accept them after corrective action has been carried out by the Supplier (or its subcontractors) at the Supplier's expense;
- to accept them after corrective action has been carried out by the Buyer (or a third party designated by the latter) at the Supplier's expense;
- to refuse them and make them available to the Supplier at the Supplier's own risk for removal within two (2) calendar weeks after the date of notification sent to the Supplier by the Buyer; or

- to refuse them and return them to the Supplier at the Supplier's own cost and risk. Any non conforming Supply returned to the Supplier or non conforming Works shall be deemed to have not been delivered and will give rise to entitlement by the Buyer to the penalties provided for in article 4 above.

In any event, the costs borne by the Buyer arising from the administrative handling of the non conformity and the putting in conformity of the Supply shall be charged to the Supplier through the issue of a debit note, based on the scales in force fixed by the Buyer.

Furthermore, the Supplier undertakes to implement, as soon as possible, any preventive or corrective action necessary to remedy such non conformities.

#### Missing or incomplete documentation :

The delay in delivery of all or part of the documentation which must accompany the Supply, particularly the Industrial Validation File (DVI), shall give rise to the payment of penalties based on the scales in force fixed by the Buyer.

### **6 TRANSFER OF OWNERSHIP**

Transfer of ownership to the Buyer takes place in consideration for the price set forth in the Order:

- with regard to the products, upon delivery at the Buyer's site;
- with regard to the Results and/or Works, as and when they are produced.

For all countries, the Buyer shall be entitled to freely use, license, operate or transfer the Results. Where the Results are protected by copyright (in particular software), the patrimonial rights thus transferred to the Buyer shall include rights of performance, reproduction, translation, adaptation, modification, marketing, use, retention, duplication and, more generally, all operating rights for all purposes for the legal duration of protection of such patrimonial copyrights. The Buyer will thus be entitled to exploit said Results, as the owner, in the broadest manner, on all medias and for the greatest variety of purposes.

The Supplier shall refrain from using the Results for any purpose other than performance of the Order. At the Supplier's request, the Buyer may, at its discretion, agree to grant the Supplier a non-exclusive and non-transferable right to use the Results in consideration in particular of the Supplier's commitment to communicate to the Buyer all improvements to the Results and to grant the Buyer a free, irrevocable and transferable right of use of such improvements for the legal duration of the copyrights or of the patent rights in all countries of the world. This right of use granted to the Buyer includes rights of reproduction, performance, translation, adaptation and modification.

In the absence of any provision to the contrary in the Order or in the Specific Contract, delivery of the products and of the parts element of the services shall be DDU [named place of destination] (Incoterms 2000 of the International Chamber of Commerce). Notwithstanding the foregoing, when the Supply and/or Works are subject to an acceptance procedure, the transfer of risk of loss to the Supply, Works and/or Results takes place on the date of issuance of the Acceptance Report.

### **7 WORKS SUPERVISION AND ENTRUSTED PROPERTY**

The Supplier agrees that it has control over the Works and to supervise them until they are completed. The Supplier shall be solely liable for any measure it takes for the performance of the Works and for the good running order of the building site in accordance with applicable rules and standards (including the Unified Technical Documents and the Technical Notices). To this effect, the Supplier agrees to insure the security and take all appropriate measures to protect equipment and material, which it owns or which are in its custody, against theft or damage of any kind whatsoever.

All Entrusted Property is to be reserved by the Supplier exclusively to the performance of the Buyer's Orders and is deemed to be loaned pursuant to articles 1875 *et seq.* of the Civil Code.

Entrusted Property remains the property of the Buyer. It must be identified as such and stored in such a way as to avoid any confusion with property belonging to the Supplier or to third parties. Any modification or destruction of the Entrusted Property is subject to the Buyer's prior written consent.

The Supplier shall return the Entrusted Property, compliant and in a good condition, upon the Buyer's first request. At the time that the Entrusted Property is returned to the Buyer, the Buyer and the Supplier

shall carry out a joint inventory.

In the event that a direct or indirect act of anyone infringes the property right in the Entrusted Property, the Supplier shall notify the Buyer thereof in writing at once, take all measures to defend this right and cause such infringement to cease.

## **8 PRICES – INVOICING**

Prices are fixed and firm (they are not subject to revision), and they include taxes (except for VAT) and duties for a Supply and/or Works delivered in compliance with the Contractual Documents.

With respect to Works, three methods of payment are possible : (i) a lump sum on the basis of a measure in meters established in the presence of both parties (*forfait au mètre contradictoire*), (ii) a sum corresponding to the price of materials and of work per hour (*en régie*), (iii) upon a monthly interim valuation established on the basis of price specifications and the Works in progress.

Final payments will be made by the Buyer only upon delivery of the Documentation, the checkings, the maintenance instructions and the Certificates of Compliance.

In the event that the Buyer gives the Supplier advances or down payments in connection with the Order, payment thereof shall be covered by a first demand guarantee drawn up in accordance with the model in Schedule 1. With respect to Works, down payments will be accepted by the Buyer only where (i) the Works require substantial supplies, and (ii) the down payment amounts do not exceed twenty percent (20%) of the price of the Works (exclusive of tax).

The corresponding invoices shall include the following information:

- The Order number;
- The item number in the Order;
- The date and number of the delivery slip or of the performance report;
- The Supplier's code, as provided by the Buyer;
- A detailed description of the Supply and/or Works.

Invoices must be made up in two (2) copies and addressed to :

FAMAT  
Comptabilité fournisseurs  
ZI DE BRAIS - B.P. 218  
44614 SAINT NAZAIRE cedex  
FRANCE

The Supplier may be paid by one of the following means :

- cheque
- bank transfer
- bill of exchange.

Should no deadline for payment be specified in the Order or in the Specific Contract, the deadline for payment shall be ninety (90) days from the date of receipt by the Buyer of the invoice issued by the Supplier following the issuance of the Acceptance Report. In the event of late payment, and should no rate be specified in the Order or in the Specific Contract, the interest rate for late payment will amount to one point five (1.5) times the legal interest rate.

## **9 WARRANTY**

Should the Supply and/or Works not comply with the Specifications, the Supplier agrees to, at the Buyer's option, and free of charge, (i) repair or replace the product and/or the Works or correct the service, or (ii) reimburse the Buyer for the price of the product and/or the Works, or the price of the part used for the service, at the manufacturer's catalogue price, or reimburse the Buyer for the price of the service (as the case may be). The Supplier shall bear all expenses resulting from any default of the Supply and/or the Works, and in particular the cost of parts, labour, dismantling, transport, customs and reassembly of the products, the demolition and the re-building of the Works.



Unless otherwise provided for in the Order or in the Specific Contract, the duration of the warranty is one (1) year from the Acceptance Report of the Supply and/or the Works. In the event of repair or replacement of a Supply and/or the Works under the warranty, the contractual warranty shall be renewed under the same conditions. The date of issuance of the Acceptance Report is the starting point of the legal warranties, including but not limited to the perfect completion of the works warranty (*la garantie de parfait achèvement des ouvrages*), the works and incorporated equipment decennial warranty (*la garantie décennale pour les ouvrages et équipements incorporés*), and the proper operating order of the equipment not incorporated to the building warranty (*la garantie de bon fonctionnement des équipements non incorporés au bâtiment*).

At the Buyer's request, the Supplier shall provide a first demand guarantee to cover a performance guarantee drafted in accordance with the model set out in Schedule 1.

This warranty clause is without prejudice to compensation for all losses sustained by the Buyer.

## **10 INDUSTRIAL AND INTELLECTUAL PROPERTY**

The Supplier shall inform the Buyer of any ideas developed in the course of the performance of the Order. The Supplier shall keep patentable ideas secret until such time as a decision is taken by the Buyer to file a patent application. Unless the parties agree otherwise, patents shall be filed by and for the benefit of the Buyer. However, the Buyer shall specify the name of the inventors, and the Supplier shall itself be responsible for any additional remuneration to be paid to its employees for inventions resulting from their mission.

The Supplier grants the Buyer, for the legal duration of the patented rights and/or of the copyrights and for all countries in the world, a free, non-exclusive, irrevocable and transferable right to use and/or operate the patents, software and processes or techniques developed independently of the Order and of which it is the owner, author or licensee and which are necessary for the performance of the Order or the use and/or operation of the Results. This right of use and/or of exploitation granted to the Buyer includes the rights of reproduction, performance, translation, adaptation and modification.

The Supplier shall indemnify the Buyer against all consequences of intellectual property claims of third parties against the Buyer in connection with the Buyer's use or operation of the Supply and/or the Works. The Supplier shall defend the Buyer and bear all consequences which the Buyer may suffer or incur therefrom, including any costs, outlays and losses and damages.

Moreover, at the Buyer's option, the Supplier shall, at its own cost, (i) obtain the right to continue to use the Supply and/or the Works, (ii) replace or modify the Supply and/or the Works such that it will no longer infringe the rights of third parties provided its functionalities are maintained in accordance with the Specifications, or (iii) take back the Supply or dismantle the Works and replace them with an equivalent Supply or Works. Such options are all without prejudice to the Buyer's right to obtain compensation for any loss or damage sustained.

## **11 LIABILITY – INSURANCE**

The Supplier is liable for any damage or loss sustained by the Buyer or by any third party due to faulty or improper performance of the Order caused in particular by defects in design, compliance, execution, operation or performance of the Supply and/or the Works and for all conspicuous or concealed defects. Any assistance the Buyer may provide to the Supplier in connection with the performance of the Supply and/or the Works or controls that the Buyer reserves the right to carry out do not in any way exempt the Supplier from its full responsibility for the Supply and/or the Works.

Each of the parties hereby waives any claim which it has against the other for any personal injury, loss or damage suffered by any of its employees in the course of the performance of the Order.

The Supplier shall reimburse the Buyer for all costs of repair or replacement of Entrusted Property that has been damaged or destroyed. The Supplier shall ensure that such risks are covered in an insurance policy taken out by it. With respect to damages caused by the Supplier to all other property of the Buyer, the Supplier agrees to compensate the Buyer up to a maximum amount corresponding to its insurance cover, such amount being at least four (4) million euros.

The Supplier shall bear solely all risk of loss to the tools and devices which it uses for the performance of Orders.

The Supplier shall take out and maintain in force the insurance policies necessary to cover its liability under the Contractual Documents. To this effect, the Supplier shall provide proof of such insurance

policies at the Buyer's first demand. Should coverage be insufficient, the Supplier may, at its own cost, join the "Product Civil Liability" policy taken out by the Buyer in the capacity of additional policyholder.

## **12 COMPLIANCE WITH LAWS**

For the purpose of performance of the Order, the Supplier guarantees to the Buyer strict compliance to legislative and regulatory provisions and to applicable quality requirements and standards including those relating to its personnel, health, hygiene, safety, police and road regulation and protection of the environment.

The Supplier agrees to abide by the applicable rules in relation to hidden labour, personnel of foreign nationality and occupational health and safety, including by making the documents established in accordance with such rules available to the Buyer.

In no event will the Buyer, or any of its representatives, accept any present, gift or other favour under any Order.

The Supplier shall inform the Buyer of any changes to any applicable legislative and regulatory provisions and standards that might affect the conditions of delivery and execution of the Supply and/or Works.

The Supplier shall cause its subcontractors to agree to the same obligations as those set forth in this article for the benefit of the Buyer.

## **13 PERSONNEL**

The Supplier shall be solely responsible for the administration, accounting, social and supervisory management of its personnel assigned to the performance of the Order. The Supplier warrants that the members of its personnel assigned to executing the Order will be skilled and in sufficient number to ensure that the Supply and/or the Works comply with the Specifications.

Should such personnel be present on the Buyer's site, the Supplier shall appoint a project manager having hierarchical and disciplinary authority over its personnel.

## **14 CONFIDENTIALITY**

All information received by the Supplier from the Buyer in connection with any Order remains the property of the Buyer and is considered strictly confidential, without the Buyer having to specify or mark the information as confidential ("Confidential Information"). Throughout the duration of execution of the Order and for a period of ten (10) years from receipt of the Confidential Information, the Supplier undertakes:

- To use the Confidential Information only to the extent necessary for carrying out the tasks entrusted to it in accordance with the Order;
- To communicate the Confidential Information only to those of its personnel directly involved in the with performance of the Order and only to the extent that such communication is necessary for achieving the purpose of the Order;
- To guarantee that its personnel and permitted subcontractors comply with the obligations aimed at preserving the secret nature of the Confidential Information in all circumstances; and
- Not to transmit the Confidential Information or to make it accessible to third parties, in full or in part.

Where applicable, the Supplier agrees to abide by the obligations relating to official secrets.

The Supplier agrees to abide by the Buyer's rules on site access.

On completion or cancellation of the Order, the Supplier shall return to the Buyer the Confidential Information or destroy it without delay. The Buyer reserves the right to undertake or have a third party undertake controls at the Supplier's premises.

Under no circumstances shall the Supplier use the Order, the Supply and/or the Works for the purpose of direct or indirect advertising without the prior written consent of the Buyer.

## **15 COUNTERPARTIES**

If, for the purpose of performing the Order, the Supplier uses products or services exported from

countries with which the Buyer has, directly or indirectly, entered into offsetting agreements, the Supplier shall use its best efforts to ensure that the value of the Order can be taken into consideration by the competent clearing organisation in connection with these agreements.

## **16 FORCE MAJEURE**

The Supplier shall inform the Buyer by registered letter return receipt requested within five (5) calendar days from the occurrence of an event of *force majeure* recorded by an official authority (including by an affidavit drawn up by a bailiff) preventing it from performing its obligations under the Contractual Documents.

Should the event of *force majeure* persist for more than one (1) month from the date of the letter specified above, the Buyer reserves the right to cancel the Order.

## **17 ASSIGNMENT – TRANSFER – SUBCONTRACTING**

The Supplier agrees not to assign, transfer or subcontract all or part of the Order, including the rights and obligations pertaining thereto, to a third party except with the Buyer's prior written consent.

The Supplier passes on to its subcontractors all of its obligations under the Contractual Documents.

Notwithstanding the above, the Supplier remains solely responsible to the Buyer for its obligations under the Contractual Documents.

The Buyer reserves the right to assign and transfer to a third party of its choice all or part of the Order together with the rights and obligations pertaining thereto, subject to written notification to the Supplier.

## **18 TERMINATION**

The Buyer reserves the right to terminate the Order *ipso jure* in the following cases:

1. With immediate effect when the Supplier infringes the provisions of article 14 above;
2. When the Supplier fails to perform any of its obligations pursuant to the Contractual Documents and fails to make good thereon for a period of thirty (30) calendar days from receipt of the Buyer's formal notice to abide by its obligations;
3. The Supplier has become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to its business, without prejudice to the applicable mandatory provisions;
4. The acquisition of all or part of the capital of the Supplier by a competitor of the Buyer;
5. A major change in the social and industrial organisation of the Supplier which may undermine proper performance of the Order.

In the cases of termination pursuant to 1, 2 or 5, the Buyer reserves the right to perform or have a third party perform all or part of the Order at the Supplier's expense. To this effect, the Supplier shall communicate to the Buyer, or to any third party designated by it, all necessary information for the supply of the products, Works or services, including know-how.

In particular, upon termination or expiry of the Order, the Supplier is required to return the Entrusted Property and Documentation to the Supplier within one (1) week, at its own expense.

The provisions of articles 6, 9, 10, 11, 14, and 18 shall survive termination or expiry of the Contractual Documents. Furthermore, all of the Supplier's obligations relating to the follow-up on quality and to the traceability of the Supply and/or Works shall remain in force for the time periods set out in term of the Contractual Documents.

## **19 COMPETENT JURISDICTION – APPLICABLE LAW**

By formal agreement between the parties, the Contractual Documents shall be governed by and construed in accordance with the laws of France. The parties specifically disclaim the Vienna Convention on the International Sale of Goods.

ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION, PERFORMANCE AND/OR TERMINATION OF THE CONTRACTUAL DOCUMENTS SHALL, BY FORMAL AGREEMENT, BE UNDER THE EXCLUSIVE JURISDICTION OF THE COURT OF SAINT-NAZAIRE , NOTWITHSTANDING MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES.



If a dispute between the Buyer and the Supplier arises under those General Purchasing Conditions and/or any other specific conditions, the Supplier agrees to proceed diligently with the performance of the Order pending resolution of any such dispute.

## SCHEDULE 1

### FIRST DEMAND GUARANTEE

Under Order [NO.] (hereinafter the "Order"),

*[FRENCH BANK OR BRANCH OF A FOREIGN BANK LOCATED IN FRANCE]*

*[LEGAL FORM]*

With a capital of *[TO BE FILLED OUT]*, having its head office at *[TO BE FILLED OUT]*, registered in the Trade and Companies Register of *[TO BE FILLED OUT]* under number *[TO BE FILLED OUT]*, represented by *[TO BE FILLED OUT]* acting in the capacity of *[TO BE FILLED OUT]*, duly authorised for the purpose of the present first demand guarantee

hereinafter referred to as "the Guarantor"

Hereby undertakes, irrevocably and unconditionally, on behalf of:

*[SUPPLIER]*

*[LEGAL FORM]*

With a capital of *[TO BE FILLED OUT]*, having its head office at *[TO BE FILLED OUT]*, registered in the Trade and Companies Register of *[TO BE FILLED OUT]* under number *[TO BE FILLED OUT]*, represented by *[TO BE FILLED OUT]* acting in the capacity of *[TO BE FILLED OUT]*, duly authorised for the purpose of the present first demand guarantee

To pay:

*FAMAT*

With a capital of 7 500 000€, having its head office at SAINT NAZAIRE, registered in the Trade and Companies Register of SAINT NAZAIRE under number B 321 853 (81 B 158), represented by *[TO BE FILLED OUT]* acting in the capacity of *[TO BE FILLED OUT]*, duly authorised for the purpose of the present first demand guarantee

hereinafter referred to as "the Beneficiary"

At first demand, any amount up to the limit of *[TO BE FILLED OUT]* euros, without being entitled to assert any exception or objection including, but not limited to disputes, or claims by *[SUPPLIER]* in connection with the Order.

This first demand guarantee is a guarantee independent of any contract between *[SUPPLIER]* and the Beneficiary. Thus, any change to or disappearance of *de facto* or *de jure* links or relations that might exist between *[SUPPLIER]* and the Beneficiary do not release the Guarantor from the present guarantee. All provisions of the present guarantee shall continue in full force whatever the financial situation and/or legal structure of *[SUPPLIER]* or of the Beneficiary.

A request for payment by the Beneficiary must be made by letter sent to the Guarantor's address given at the beginning of the present first demand guarantee specifying that *[SUPPLIER]* has not performed its obligations under the Order.

The present guarantee comes into force on *[TO BE FILLED OUT]*, and shall expire on *[TO BE FILLED*

OUT], unless an extension thereof is requested of the Guarantor by the Beneficiary.

Any request for extension can be made directly by the Beneficiary to the Guarantor and must be granted by the Guarantor at once, subject to proof of prior notification to [SUPPLIER], and notwithstanding any order to the contrary by [SUPPLIER].

The present guarantee is as a complement to, but not in substitution for, any other right the Beneficiary may assert against [SUPPLIER], and does not require any intervention of the [SUPPLIER] nor any prior proceedings or actions against [SUPPLIER] in order to be exercised.

All expenses for the present guarantee, and for its repercussions, shall be borne by [SUPPLIER].

Should any dispute arise in connection with the present guarantee, the Court of Saint-Nazaire shall have exclusive jurisdiction. The validity, interpretation and performance of the present first demand guarantee shall be governed by the laws of France.

Made at .....  
on.....  
in .....original copies

Title:  
[BANK]