

CONDITIONS FOR PERFORMANCE OF WORKS AND SERVICES

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I – PURPOSE OF THESE REGULATIONS

This document is an appendix to the current edition of the General Terms and Conditions for Purchases of Goods and Services (G.T.C.), in all cases of contracts including works and services to be performed on site.

Its purpose is to specify the practical terms for performing such work and services, including in particular preliminary inspection, readings, inspections, transport, unloading, Civil Engineering and construction, assembly, surveillance changes, commissioning and acceptance.

The work shall be executed in compliance with current legislation.

The work may be performed inside a Vallourec plant or one of its subsidiary plants, or a future Vallourec or Vallourec subsidiary plant, or on any work site controlled by Vallourec or one of its subsidiaries, on French territory, whatever its location.

II – DESIGNATION OF THE PARTIES

The user Company shall be designated in this document by the word "PURCHASER" (thus designating the holding company VALLOUREC or its subsidiaries).

In general, the PURCHASER delegates one or more part-time or full-time representatives on site, to coordinate the works and participate in any inspections and in the commissioning of all or part of the plant installed. Where several persons are assigned to this function, their rank shall be clearly defined.

The word "SUPPLIER" shall be used to designate the Operator Company with whom the PURCHASER has signed the contract, as well as its subcontractors, whether present or not at the work site.

The SUPPLIER shall delegate a permanent site manager and possibly other representatives; where several persons are delegated to the site, their rank and functions shall be clearly defined.

III – SCOPE OF THE SUPPLIER'S SERVICES

1- Unless otherwise indicated in the Contract, the SUPPLIER shall take care of:

1-1 The unloading of equipment to be assembled, arriving by rail, road or other means agreed beforehand, and taking it to the place of storage using the routes defined by the PURCHASER or its local representative.

In the case of rail haulage, the wagons shall be brought as far as is possible to the place of unloading, after which they shall be cleaned, all doors closed and all accessories (curtains, bows, tarpaulins, etc.) and returned to the Railway Company. using the internal railway lines if any. The times when these lines may be used shall then be communicated to the SUPPLIER who shall designate one or more members of its staff to guide and assist this process, and take care of any transport formalities.

With regard to transport, it is stipulated that all transport documents must be addressed to the SUPPLIER at the PURCHASER's site.

As far as imported goods are concerned, the SUPPLIER shall be responsible for all customs formalities, whether the importation is permanent or temporary.

1-2 Inspection of the goods on arrival, issuing any reservations to the carrier.

1-3 Transporting the goods to the place of assembly.

1-4 The guarding, surveillance, protection and possible upkeep of all goods pending transfer of title.

1-5 The provision of the documents specified in the G.T.C. especially:

- spare parts list,
- preventive maintenance manuals,
- operating manuals,
- safety instructions with regard to personnel and to the goods themselves,
- maintenance manuals.

- 1-6 Assembly according to good working practices. Assembly shall be done using the Operator Company's own equipment.
- 1-7 Testing, commissioning, performance tests.
- 1-8 Training the operating personnel during testing, commissioning and the performance tests.
The documents defined in III 1-5 shall be supplied to the PURCHASER prior to commissioning the equipment. These may be changed, added to or updated after industrial start-up.
- 2- In addition, and as part of the works defined in III 1, the SUPPLIER shall be responsible for the following associated services:
 - 2-1 Travelling, accommodation and living expenses for its personnel,
 - 2-2 Installing and checking the installation of the equipment to be assembled in relation to the guidelines provided by the PURCHASER,

the PURCHASER may require that the SUPPLIER submits a report drawn up by an expert recording any geometrical deviations.

The accuracy of the measurements requested shall be defined according to the case.

A request for such report shall not constitute approval of deviations. Any deviations between the drawings and as built assembly accepted by the PURCHASER shall necessitate the updating and redistribution of the drawings.
 - 2-3 Installing all static temporary facilities such as warehouses, offices, changing rooms, canteens or toilets with septic tank or chemical system, and all temporary legal facilities, in locations specified with the PURCHASER's agreement,
 - 2-4 Regular cleaning of the above Facilities and the area allotted to them,
 - 2-5 Regular cleaning of the working area and its access points, whether these are the property of the PURCHASER or not,
 - 2-6 Evacuation of waste to a place compliant with current legislation,
 - 2-7 Dismantling and removal of all temporary facilities and site installations,
 - 2-8 Restoring the areas allotted by the PURCHASER for its temporary installations and working areas, as well as their entrances, to their initial condition,
 - 2-9 Verifying prior to beginning installation operations that the layout of the site is compatible with the installation of the Supply,
 - 2-10 Should any hazardous or polluting materials or substances be brought onto the site and utilized, the SUPPLIER shall be bound to notify the PURCHASER and comply with current regulations.

Such materials and substances shall be declared each week by the SUPPLIER to the local representative of the PURCHASER who shall communicate a list of these materials to the PURCHASER's occupational health organization. The exact composition of the substances shall be communicated to this organization at its request.

IV – PRIOR TO BEGINNING THE WORKS

- 1- In submitting its proposal, the SUPPLIER is assumed to have delegated a qualified representative to the site, with the PURCHASER's approval, for the purpose of conducting a preliminary examination of:
 - the local conditions (ground characteristics, access routes, external company base, etc.
 - the possibility of cohabiting with other companies on site,
 - the more general considerations of how the work is to proceed on the site.
- 2- Once the SUPPLIER has submitted its proposal, it shall provide a written estimation to the PURCHASER of the global duration of its work on the site (total working hours of the company's employees spent at one of the PURCHASER's factories and annexes).

- 3- The SUPPLIER shall be bound to delegate to the site a qualified representative with authority to sign, in view of the preliminary inter-company safety meeting.

The minutes of this meeting shall be forwarded by the PURCHASER to the SUPPLIER concerned and if necessary to the relevant legal authorities.

This latter provision shall not exempt the SUPPLIER from making its own legal declarations.

- 4- Should there be any change to the risks declared by a Company at the meeting defined in IV-3, said Company shall be bound to make a written declaration of these risks to the local representative of the PURCHASER. One or more additional safety meetings may be arranged if deemed necessary by the newly declared risks.

- 5- The SUPPLIER shall be authorized to bring to the meeting stipulated in IV-3 one or more of its subcontractors, but shall retain its full legal obligations with regard to these subcontractors (safety meetings, direct declarations, etc.).

- 6- If so required by the legal provisions, either a Special Health and Safety Committee (C.S.H.S.) or an Inter-Company Health and Safety Group (C.I.H.S.) and Special Inter-Company Health and Safety Committee (C.P.I.H.S.) shall be set up, the chair and organization of which may be entrusted to one company or in succession to several companies present on the work site

- 7- If it deems a work site particularly dangerous or unhealthy, the PURCHASER may decide unilaterally to set up a C.S.H.S. or/and a C.I.H.S. and C.P.I.H.S.

The chair and organization of this may be entrusted to one company or in succession to several companies working on the site .

8- COMPANY BASES

As far as possible, the PURCHASER shall provide the SUPPLIER with an area for its static installations (Company Base).

In principle, no static installations outside the Company Base shall be tolerated on the work site.

The PURCHASER shall not provide the necessary sanitary installations for the SUPPLIER. The latter shall use either a septic tank or chemical toilets.

Before installing such equipment, the SUPPLIER shall submit a layout plan of its static installations to the PURCHASER's local representative for approval.

V – WORKS KICK-OFF, PERSONNEL AND OPERATION

1. Kick-off

- 1.1 Authorization to begin the works is subordinate to the signature by the PURCHASER and the SUPPLIER of the Risk Prevention Plan.
- 1-2 Before beginning the works, the SUPPLIER shall designate the person who, on behalf of their company, is in charge of works safety as defined by current legislation.
- 1-3 The working hours of the SUPPLIER's personnel shall be subject to approval by the PURCHASER's local representative. Under no circumstances however, may the PURCHASER be held responsible for working hours which violate current legislation.

2. Works Personnel

- 2-1 The management of the SUPPLIER's personnel must be in compliance with current legislation.
- 2-2 The SUPPLIER shall undertake to only use the PURCHASER's personnel, or personnel from other companies working for the PURCHASER, with the PURCHASER's prior agreement.
- 2-3 The PURCHASER shall reserve the right to limit the percentage of temporary personnel used, which personnel must have the required qualifications and be managed by the SUPPLIER's personnel.

3. Works Operations

- 3-1 The SUPPLIER's site manager shall attend a weekly coordination meeting held on the site, the day, time and duration of which shall be communicated to them at the beginning of the works.

Minutes of each meeting shall be drawn up by the PURCHASER and distributed to the interested parties before the next meeting.

Any observations regarding these minutes must be expressed in writing and addressed to the PURCHASER's local representative.

Unless any observations are received within 15 days of the meeting, the minutes shall be considered to be definitively adopted.

- 3-2 According to the extent and duration of the works, the SUPPLIER may be bound to delegate to the site a representative of a higher rank to attend a meeting which in principle shall be monthly.

The date, day and time shall be agreed in advance.

- 3-3 In case of serious problems encountered in the way the works proceed, meetings such as those provided for in V 3-2 may be called by and at the discretion of the PURCHASER.

- 3-4 The equipment used in the works shall comply with current legislation and, in particular, have passed the periodic inspections required by law.

- 3-5 Any request for embedding work shall be made by the fitter-assembler of the part to be embedded and must be made using the PURCHASER's form.

- 3-6 The PURCHASER shall be immediately notified in writing of any interruption in the SUPPLIER's work due to inclement weather conditions.

On receipt of such notification, the PURCHASER shall:

- either give its agreement that such "interruption of work due to inclement weather" is founded, in which case the contractual deadline for completion of the work will be extended by the duration of the interruption, subject to any agreed loss reduction payment,
- or justify its refusal to take this interruption of the work into consideration.

If further to this refusal, the SUPPLIER and the PURCHASER do not come to an agreement, the resulting problems especially with regard to penalties for late delivery, shall be submitted in due time to jurisdiction specified in the current edition of the G.T.C.

- 3-7 Any injurious event caused by the SUPPLIER to the PURCHASER's personnel and/or property, shall be immediately reported by the SUPPLIER to the PURCHASER, who shall keep a written record of the circumstances and possible consequences of such event.

This formality shall not waive the SUPPLIER in question from its obligations to declare the event concerning it to its Insurers in particular.

Should the SUPPLIER fail to take the necessary measures within a reasonable time to repair this damage, the PURCHASER may, after issue of a final notice by recorded delivery, return receipt requested, has proved ineffectual, charge to the SUPPLIER the total cost of any repairs incurred.

If necessary, this amount shall be deducted from the remaining payments due to the SUPPLIER.

The above obligation to report "any injurious event" shall also apply to cases where the damage is caused to the personnel and/or property of a third party.

- 3-8 The PURCHASER shall reserve the right to perform any inspections in the course of the work.

VI – POWER, FLUIDS, EXPENDABLE MATERIALS

1. Electricity

- 1-1 Unless specified otherwise, the PURCHASER shall not provide electrical power to the SUPPLIER.

- 1-2 However, from the time the price offer is submitted, the SUPPLIER shall make a written statement of its electrical power requirements in terms of quantity and time.

Should electrical power be supplied by the PURCHASER (at the voltage available at the outlet used), this power shall be provided free of charge to the SUPPLIER, by virtue of a written agreement with the latter, and the following measures shall apply:

- The electricity shall be supplied from connection points located in a number of places around the work site;
- From these connection points, the SUPPLIER shall be bound to protect its site electrical installations in compliance with current legislation.
- As the electricity is supplied free of charge, the SUPPLIER is not entitled to demand the continuity of this supply.
- An interruption in the supply due to a breakdown, accident, or for maintenance, modification or load shedding purposes, etc. may not entitle the SUPPLIER to change the work schedule or to demand compensation. Very low voltage used for certain operations as defined by the law is never supplied by the PURCHASER.

2. Fluids

Unless otherwise stipulated in the particular terms and conditions, the PURCHASER shall not provide any fluids or sources of energy.

3. Expendable Materials

The PURCHASER shall not provide any expendable materials of any kind.

VII – WORKS SURVEILLANCE AND ADMINISTRATION

1. Before beginning the work, the SUPPLIER's site manager shall meet with the PURCHASER's site manager. He shall define his team numbers and material resources.

2. Any changes to an agreed or existing situation, and in particular:

- any changes to staff numbers on the worksite,
- any temporary interruption of the works, whether included or not in the schedule, even due to inclement weather,
- any changes in site managers,
- any resumption of work, even when included in the schedule or after an interruption due to inclement weather,

must be reported to the PURCHASER's site manager before it becomes effective.

3. Access routes to the works, working areas and Company Bases shall be determined by the PURCHASER. The SUPPLIER shall ensure that such access routes are observed by its own personnel.

4. Unless special permission has been given, the SUPPLIER's personnel must keep to the working areas and access routes defined by the PURCHASER.

5. If it deems it necessary, the PURCHASER shall draw up a map of access routes inside the works.

- for personnel,
- for utility vehicles belonging to the companies.

Private vehicles may not be admitted inside the works or plant enclosure.

Utility vehicles must visibly bear the Company's name or logo, or that of its subcontractor.

6. Unless other more restrictive limits have been specified, the SUPPLIER's vehicles must keep to the speed limits in force inside the plant.

7. In all cases, railway vehicles and handling trucks shall have priority over all road vehicles;
8. With the exception of the cases mentioned in VII 5 or VII 6, all vehicles inside the works shall observe the highway code. Drivers must also observe the instructions of any special road signs.
- No vehicles may park on the roads or access routes to the works or plant.
9. It is in principle forbidden to any of the SUPPLIER's personnel to drive handling vehicles belonging to the PURCHASER.
- If, however, this rule is waived, the SUPPLIER must produce the following documents:
- letter designating the person authorized to drive the vehicle,
 - recent medical certificate, signed by an occupational health doctor, attesting that the driver is fit to use the vehicle,
 - internal PURCHASER driver's licence
 - relevant driver's licence wherever this is legally required.
10. In principle, the on-site work shall be performed using the SUPPLIER's equipment and tools.
- Where the contract contains provisions to the contrary, the SUPPLIER must acknowledge the good condition of the equipment and tools loaned by the PURCHASER prior to using them. Likewise, the condition of the equipment must be recorded on returning it to the PURCHASER.
- The SUPPLIER shall undertake that said equipment and tools will only be used by qualified personnel.
- 11- The loan by the PURCHASER of a handling vehicle, equipment or tool shall be the subject of a written authorization disclaiming the responsibility of the lending party in the event of an accident involving:
- physical persons,
 - the equipment itself,
 - the load carried,
 - or any other equipment.
12. The SUPPLIER shall be responsible for any damage to property or bodily injury caused during work or operations using personnel, equipment or tools that are considered as an aid to the PURCHASER.
13. The measures mentioned in VII 9 and VII 10 shall apply especially to overhead travelling cranes.
14. When the SUPPLIER carries out work in a travelling crane manoeuvring area, affecting the safety of personnel or equipment, it must:
- first obtain the PURCHASER's approval of the schedule of work,
 - mark out all zones to which access is prohibited on the ground and on the raceways,
 - ensure there is a permanent safety officer assigned solely to this mission throughout the duration of the work.
- This officer shall be familiar with all instructions and be equipped with the relevant warning devices.
15. In the case of loaned machines, equipment or tools, the PURCHASER may not be held responsible for the unavailability of the machine, equipment or tool.
- In general, the SUPPLIER may not cite the unavailability for whatever reason of machines, equipment or tools placed by the PURCHASER at its disposal, in order to restrict its contractual obligations or to justify any claim for damages.
16. In the event of accidental damage caused by the SUPPLIER to machinery, equipment or tools made available to it by the PURCHASER, the latter shall repair the machinery, equipment or tools at the SUPPLIER's expense.
17. No work may be invoiced if it is not the subject of a prior written agreement:
- in the form of a regular order,

- in the form of a work order issued by the PURCHASER's site manager.

This agreement shall stipulate the lead time and conditions for carrying out the work envisaged.

18. Work performed by "force account" or by "day labour" shall yield attachments using the PURCHASER's specimen forms, to be submitted weekly to the PURCHASER's site manager for signing.
19. If needed, the SUPPLIER may not seek the aid of the public authorities for maintaining order on the work site without first consulting the General Management of the PURCHASER.
20. The SUPPLIER shall observe the minimum distance required by legislation in effect. for any static or mobile installations near to railway lines.
21. The PURCHASER shall reserve the right to request the replacement of any member of the SUPPLIER's staff whose conduct or improper execution of the work could have an adverse effect on the work conducted on its own site or that of other suppliers or PURCHASER establishments, or on the safety of the personnel.

The SUPPLIER shall undertake to inform its personnel of the PURCHASER's internal regulations provided, applicable to its personnel. It shall ensure that these clauses are observed.
22. The posting of documents shall be in keeping with current legislation.

VIII – HEALTH & SAFETY

1. General

- 1-1 All employees delegated by a SUPPLIER to a PURCHASER works (subcontractors and temporary personnel included) are assumed to be informed of:
 - current laws and regulations,
 - measures agreed during the prior safety meeting (IV-3),
 - special contractual measures,
 - internal measures specific to each plant or work site, whether they are on-going or temporary.
- 1-2 In compliance with current law, each company is responsible for the health and safety of its personnel.

2. Health

- 2-1 The collection of waste and debris of any sort shall be the responsibility of the SUPPLIER in its working area and the "Company Base" attributed to it, at sufficiently regular intervals and at least once per week. This waste shall be removed from the site by the SUPPLIER in accordance with current legislation.

Wild dumping on the site and in site buildings shall be forbidden.
- 2-2 Sanitary facilities:

Refer to articles III 2-2 and III 2-3.

3. Safety

- 3.1 The working area of each SUPPLIER and the access routes to it shall be defined during the prior safety meeting. If this area is known to be hazardous, it shall be marked out and/or shielded.

The way in which the area is to be marked out and/or shielded shall be determined during the prior Safety meeting (IV-3). This may be changed as the work proceeds, according to changes in the work to be done and/or reassessment of the risks.

The installation and upkeep of any marking/shielding materials shall be the responsibility of the SUPPLIER. The marking out and shielding shall be such that any risk of accident is prevented, with additional use of no entry signs and floodlighting if necessary.

Tools and equipment remaining in the work site shall be put away each evening to prevent them from obstructing the walkways or from falling.

- 3.2 At the PURCHASER's request, all or part of the markings and shielding may be left in place as they are after completion of the SUPPLIER's works in the zone concerned.

Their upkeep shall then be taken care of by another company present on the site, to be designated by the PURCHASER.

- 3.3 If the work is carried out in an isolated area, the SUPPLIER shall take the necessary measures to ensure that members of its personnel may be reached quickly in the event of an emergency.

- 3.4 Any SUPPLIER performing welding, cutting, grinding, hot-forming operations or using torches or heat supplies in their work shall request prior written permission (fire permit) from the PURCHASER's site manager, valid for a limited period and renewable at the SUPPLIER's request.

The permit granted will stipulate the necessary precautions and the minimum required safety equipment to be provided by the SUPPLIER.

- 3.5 The use on site of any materials known to be hazardous or unhealthy must be reported at the prior safety meeting (IV-3) and confirmed during the works meeting previous to their use.

- 3.6 The introduction, storage and utilization of any radioactive sources and any devices generating ionizing radiation shall only be permitted under the supervision of a competent, qualified person under the responsibility of the SUPPLIER.

The PURCHASER's site manager shall be notified beforehand. The dates and times when these sources are to be used shall be set by the latter.

The mandatory marking-out of hazardous zones shall be the SUPPLIER's responsibility.

- 3.7 The storage and utilization of explosives shall require the PURCHASER's written permission which shall in no way discharge the SUPPLIER of its legal obligations.

The precautions to be taken shall be the same as those described in VII 3-6.

- 3.8 No supply networks of any kind (hydraulic, electric, pneumatic, gas, etc.) may be put in service without the written permission of the PURCHASER's site manager. As the case arises, the latter shall define the marking-out, shielding and signs to be erected by the SUPPLIER. He shall also distribute an inter-company memo specifying the hazards involved in such connections, with the corresponding instructions.

Permission to connect to such supply networks shall only be given once these measures have been completed and are effective.

- 3.9 As required, the PURCHASER shall ensure that a supervisor in charge of lock-out is kept on site.

- 3.10 Before any operations on an existing network may go ahead, a written lock-out request must be sent to the PURCHASER's local representative. The dates and times of the cut-off to enable lock-out to be performed shall be determined by mutual agreement between the SUPPLIER, PURCHASER's site manager and lock-out supervisor.

When the lock-out is effective, the SUPPLIER shall take all the necessary safety measures (capacitive effect, shorting of conductors, venting, switching to neutral gas, checking the efficiency of the isolating valves, etc.).

- 3.11 The connection of the SUPPLIER's electricity network to the supply points provided by the PURCHASER shall be the latter's responsibility.

These connections may be refused should the SUPPLIER's networks or equipment be found to be non-compliant.

See article VI 1.2. regarding the protection by the SUPPLIER of its electrical installation.

- 3.12 The SUPPLIER's electricity network between supply points and static utilization points or centres shall if possible be buried, laid in cable conduit or in cable tray, etc.

A diagram with dimensions shall be given to the PURCHASER's site manager.

The SUPPLIER shall mark the paths of all buried cables on the ground.

To improve safety, changes to their paths may be required in the course of the work.

- 3.13 For work in proximity to live electricity lines, ducts and installations:

- All necessary shields shall be the responsibility of the SUPPLIER,

- The SUPPLIER's personnel shall have the necessary qualification for the work and operations to be performed..

By personnel is understood that of the SUPPLIER, its subcontractors and personnel hired from temporary employment agencies, whatever their trade (builders, painters, fork-lift truck drivers, truck drivers, etc.).

The person in charge of these operations shall be designated by name by the PURCHASER.

3.14 Access to tractor cabs shall be prohibited to the SUPPLIER's employees.

3.15 Should the SUPPLIER fail to observe inter-company safety measures, contractual measures or those stipulated by its site manager, the PURCHASER shall immediately address a final notice to the SUPPLIER demanding that its safety procedures be reviewed. The PURCHASER shall set a deadline for bringing these up to standard. During this time, the PURCHASER may suspend all or part of the works without this interruption being binding to the PURCHASER.

After the deadline has passed, if efficient measures have not been taken, the PURCHASER shall notify the local works inspectorate and/or suspend the SUPPLIER's operations on the site, with no prejudice to the PURCHASER.

3.16 For information purposes, the SUPPLIER shall report the following to the PURCHASER's site manager:

- immediately, all accidents at work or on the way to work,
- monthly, the causes and consequences of such accidents, as well as all preventive measures taken to prevent these accidents from recurring.

IX – START-UP, TESTING AND COMMISSIONING

1. Start-up

1.1 Any initial operations for starting up a machine or installation of any type must be reported beforehand to the PURCHASER's local representative.

The start-up program shall be communicated to the PURCHASER before it is commenced.

The PURCHASER's local representative shall distribute a memo to the site managers of all the companies present on the site, informing them of:

- all hazards involved,
- all locked-out zones,
- the dates and times when the zones will be locked-out, if necessary.

Any change to the start-up program shall be subject to an agreement between the PURCHASER and the SUPPLIER, before being distributed to the site managers of the other companies present on the site as stated above.

1.2 It is agreed between the company in charge of start-up and the PURCHASER's local representative, that all hazardous areas will be marked, with warning signs stating the nature of the hazard.

This marking and its upkeep shall be the responsibility of the SUPPLIER.

1.3 The SUPPLIER shall give a list of all work and services necessary for start-up, but for which it is not responsible (for example: oil filling, supply of expendable materials, etc.)

It shall ensure that all the necessary conditions are met for start-up.

1.4 The SUPPLIER shall specify the quantities of expendable materials necessary for start-up and testing, and the dates these need to be available.

1.5 The SUPPLIER shall provide the necessary personnel for start-up.

The PURCHASER's assistance is only provided if specifically defined in the particular terms and conditions of the order.

1.6 The SUPPLIER shall provide the PURCHASER with the necessary documents for start-up before the operations commence (for example: operating manuals, electrical diagrams, etc.).

1.7 During start-up, any operations to be performed by the SUPPLIER's subcontractors or suppliers shall be previously reported to the PURCHASER.

2. Testing and Fine-tuning

2.1 The purpose of the tests shall be to make all the necessary adjustments to make the equipment capable of the performance required by the technical specifications.

If during these tests, important changes are deemed necessary, they may not be made without the prior agreement of the PURCHASER.

2.2 The SUPPLIER shall have the necessary devices for checking that all settings have been made correctly.

2.3 If the fine-tuning phase takes longer than the time specified in the contract, the expendable materials used shall be the responsibility of the SUPPLIER.

2.4 Any equipment which still needs to be fine-tuned by the SUPPLIER after the contractual deadline for industrial commissioning has expired, may, at the PURCHASER's discretion, nevertheless be integrated into the production plant it is intended for, and thus be used, prior to provisional acceptance, in the production program of the plant, such decision being unopposable by the SUPPLIER.

2.5 Once fine-tuning is completed, the SUPPLIER shall provide the PURCHASER with all documents corrected according to the changes made, and the values of all settings.

3. Commissioning

Commissioning may only take place after the measures specified in the above articles have been effectively carried out.

X – SITE BREAK-UP

Once the SUPPLIER has completed the work assigned to it, it shall notify the PURCHASER.

After the execution of said works has been inspected in the presence of the PURCHASER, the SUPPLIER and the PURCHASER shall issue a joint certificate, including any reservations.

The SUPPLIER shall then proceed with the break-up of its works, which shall imply its having previously accomplished the following operations, at its own expense and without any repercussions on the PURCHASER:

- ask the PURCHASER's representative on site to take the necessary measures for disconnecting the various networks from the SUPPLIER's works (electricity, water, gas, compressed air, etc.),
- ask the organizations concerned to disconnect all site equipment for the SUPPLIER's external communications (telephone, telex),
- dismantle all of the SUPPLIER's temporary structures and remove them from the site,
- remove to authorized dumps all waste from the SUPPLIER's works and/or Company Base,
- restore to their initial state all the areas allotted by the PURCHASER to the SUPPLIER, and all entrances to these areas,
- return all borrowed equipment and/or tools to the PURCHASER, in good working order,
- return to the PURCHASER all entrance passes (personnel and vehicles) allotted to the SUPPLIER,
- notify the postal services of the address to which all mail addressed to the SUPPLIER is to be redirected, the PURCHASER declining all responsibility in this respect,
- and, in general, settle any outstanding payments regarding the use of equipment, tools, materials, etc. made available to it.