

SPECIAL REQUIREMENTS

PUBLIC CONTRACT FOR GENERAL SUPPLIES AND SERVICES

Mobile hydrogen liquefier with vacuum pump

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1 - General provisions of the contract

1.1 - Purpose of the contract

The stipulations of these Special Requirements concern the acquisition of a mobile hydrogen liquefier with vacuum pump.

Delivery address :
10 avenue Marc Pégélin- BP 54032
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1.2 - Breakdown of the contract

There are no plans to split the service into packages.

2 - Contractual documents

The contractual documents of the contract are the following and, in the event of a contradiction between their stipulations, prevail in this order of priority:

- The commitment procedure (AE)
- The special requirements (CCAP)
- The special technical specifications document (CCTP)
- The general administrative clauses (CCAG) applicable to public contracts for everyday supplies and services, approved by the order of 30 March 2021
- The technical offer

3 - Duration and performances times

The contract duration begins from the notification date of the contract to the end of the warranty period.

The delivery period is that proposed by the holder in the Commitment procedure. This period will be 12 months if no period is proposed.

An extension of the performance period may be granted by the contracting authority under the conditions of Article 13.3 of the CCAG-FCS.

4 - Prices

4.1 - Characteristics of the prices

The services are paid for by a global inclusive price according to the stipulations of the commitment procedure.

4.2 - Provisions for price variations

The prices are firm and may not be changed.

5 - Advance

5.1 - Payment and refund terms

An advance payment is granted to the contractor when the initial contract amount exceeds €50,000 excluding VAT and where the completion period exceeds two months, unless otherwise specified in the contract. This advance payment is calculated on the basis of the public contract amount, less, where applicable, the amount of services entrusted to subcontractors and giving rise to direct payment.

The amount of the advance payment is set at 40% of the initial amount, including all taxes, of the contract, if its duration is less than or equal to twelve months; if this duration exceeds twelve months, the advance payment is equal to 20% of a sum equal to twelve times the amount mentioned above divided by this duration expressed in months.

Repayment of the advance shall begin when the amount of the services performed by the holder reaches or exceeds 65.0% of the initial amount of the contract or tranche when the advance is less than or equal to 15.0%. If the advance payment exceeds 15.0%, repayment shall commence when the amount of services

performed by the contractor reaches the percentage obtained by applying the following formula: 80% - percentage of the advance payment.

This repayment shall be made by deduction from sums subsequently due to the contractor as a down payment or balance.

5.2 - Financial guarantees

. No financial guarantee clause will be applied for the advance payment.

6 - Terms of payment

6.1 - Advances and final partial payments

Down payment of 30% of the amount excluding tax of the procurement contract will be paid, on request to the contractor, after equipment delivery.

Payment of the balance will be made on presentation of the invoice after acceptance of all deliverables, including training as described in the CCTP Article 3.

6.2 - Invoices présentation

The submission, transmission and receipt of electronic invoices are carried out exclusively on the Chorus Pro invoicing portal. When an invoice is transmitted outside this portal, the public entity may reject it after reminding the issuer of this obligation and inviting them to comply with it.

The payment request receipt date transmitted electronically corresponds to the notification date of the electronic message informing the purchaser that the invoice is available on the invoicing portal (or, where applicable, to the date of time-stamping of the invoice by the State's budget and accounting information system for an invoice transmitted by electronic data interchange).

Without prejudice to the mandatory information required by law or regulation, electronic invoices sent by the contractor and subcontractor(s) authorised for direct payment shall include the following information:

- 1° The invoice issue date;
- 2° The issuer name and invoice recipient;
- 3° The unique number based on a chronological and continuous sequence established by the invoice issuer, the numbering being established under these conditions on one or more series; 4° In the case of a contract executed by means of purchase orders, the purchase order number or, in other cases, the contract references or the commitment number assigned by the financial and accounting information system of the invoice recipient;
- 5° The name of the payer, with an indication, for public entities, of the identification code of the department responsible for payment;
- 6° The date of delivery of the supplies or performance of the services or works;
- 7° The products delivered quantity and precise description, services provided and works performed;
- 8° The unit price excluding tax of the goods delivered, services provided and works carried out or, where applicable, their flat-rate price;
- 9° The invoice total amount, the total amount excluding tax and the amount of tax payable, as well as the breakdown of these amounts by value added tax rate or, where applicable, the benefit of an exemption;
- 10° The identification, where applicable, of the tax representative of the issuer of the invoice;
- 11° Where applicable, the terms of payment;
- 12° Where applicable, information relating to deductions or additional payments.

Invoices must also include the invoice issuer and recipient identification numbers, assigned to each establishment concerned or, failing that, to each person in accordance with Article R. 123-221 of the Commercial Code, as well as the following information, which is mandatory for submitting invoices on the dedicated portal:

- ISAE-SUPAERO's SIRET number: 130 004 278 00011, which identifies ISAE SUPAERO as the recipient of the invoice;

- the service code 'INVOICES with COMMITMENT';
- the commitment number corresponds to the purchase order number issued by ISAE or the EJ number appearing on the cover page of the commitment document for contracts concluded at fixed prices (number in the format 450000xxxx).

6.3 - Overall payment period

The amounts payable to the contractor(s) will be paid within an overall payment period of 30 days from the date of receipt of the payment requests.

In the event of a delay in payment, the contractor is entitled to the payment of default interest, as well as an inclusive fee to cover recovery costs of €40. The rate of default interest is equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations, in force on the first day of the half of the calendar year during which the default interest has begun to run, plus eight percentage points.

7- Sustainable development

The conditions for performing the services include environmental elements that take into account sustainable development objectives as follows: the contract purpose is to conduct experiments for the aviation decarbonization.

8 - Noting of services performance

8.1 - Cheks

Thorough quantitative and qualitative checks must be carried out within 40 days of the delivery date, in accordance with Articles 27 and 28.2 of the CCAG-FCS. The purpose of these checks is to verify that the materials delivered have the technical characteristics that make them suitable for performing the functions specified in the specific contractual documents.

8.2 - Decision after checking

On completion of the checks, the contracting authority will make its decision in accordance with the conditions laid down in Articles 29 and 30 of the CCAG-FCS.

9 - Services warranty

The services will be covered by a 1-year warranty whose starting point is the date of notification of the acceptance decision.

If a possible additional service (PSE No. 1, 2 or 3) is selected, the warranty will be extended by 1, 2 or 3 year(s).

10 - Vigilance system (Article D 8222-5 of the Labor Code)

The holder undertakes to provide, every six months from the date of notification of the contract and until the end of its execution, the documents and sworn statements provided for in Article D 8222-5 or D 8222-7 of the Labor Code.

The documents and sworn statements mentioned above shall be submitted by the contractor on the online platform made available free of charge by ISAE-SUPAERO at the following address :

<https://declarants.e-attestations.com>

Failing this, the contract may be terminated at the fault of the contractor. ISAE-SUPAERO may then have a third party perform the services provided for in the contract, at the contractor's expense and risk.

11 - Industrial and intellectual property rights

No intellectual property rights apply to this contract.

12 - Penalties

When the contractual deadline for performance or delivery is exceeded due to the fault of the contractor, the latter shall incur a penalty of 1/1000 per day of delay, in accordance with the provisions of Article 14.1.1 of the CCAG-FCS.

Notwithstanding Article 14.1.3 of the CCAG-FCS, no exemption from the application of late penalties is provided for.

There is no cap on the total amount of late fees.

Late penalties are applied without prior notice to the holder.

13 - Insurance

In accordance with the provisions of Article 9 of the CCAG-FCS, any contractor (agent and co-contractors included) must provide evidence, within a 15-day period from the date of notification of the contract and prior to start its performance, that it holds insurance policies, by means of a certificate establishing the extent of the liability insurance cover.

14 - Review clause

Under this public contract and throughout its term, the parties agree to conduct a review to take into account market developments in the following cases:

- correction of an obvious material error in the drafting of the contract documents (contradiction, ambiguity, typing error, repetition, omission of words or figures, etc.)

The review shall be carried out by means of a service order sent to the contractor, specifying the reason(s) for the review. It shall take effect upon receipt by the contractor of the notification of the service order.

15 - Contract termination

15.1 - Termination conditions

The termination conditions of the contract are laid down in Articles 29 to 36 of the CCAG-FCS.

In the event of termination of the contract on general interest grounds by the contracting authority, the contractor will not receive any compensation.

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In the event of an inaccuracy in the documents and information referred to in Article 48 of Decree No. 2016-360 of 25 March 2016, or a refusal to produce the documents provided for in Articles D. 8222-5 or 8222-7 D. to 8 of the Labour Code in accordance with Article 51-III of Decree No. 2016-360 of 25 March 2016, the contract will be terminated due to the contractor's fault. The contracting authority then reserves the right to have the services performed by a third party at the contractor's expense and risk.

15.2 - Receivership or winding-up proceedings

The judgment initiating the receivership or winding-up proceedings will be notified immediately to the contracting authority by the contractor. The same applies to any judgment or decision that may have an effect on the performance of the contract.

The contracting authority will send the administrator or liquidator formal notice asking him if he intends to require the performance of the contract. For receivership, this notice is sent to the contractor in the event of a simplified procedure without an administrator if, in accordance with Article L627-2 of the Commercial Code, the official receiver has expressly authorised the latter to exercise the option afforded by Article L622-13 of the Commercial Code.

In the event of a negative response or the absence of a response within a one-month period from sending the formal notice, termination of the contract will be pronounced. This one-month period may be extended or shortened if, before expiry of the said period, the official receiver has granted the administrator or liquidator an extension, or has allocated it a shorter period.

Termination will take effect on the date of the decision of the administrator, liquidator or the contractor to abandon continuing the performance of the contract, or on expiry of the above one-month period. It does not give the contractor any right to compensation. 9

16 - Settlement of disputes and languages

In the event of a dispute, the Administrative Court of Toulouse alone has jurisdiction.

All documents, texts inscribed on equipment, correspondence, requests for payment or instructions for use must be written entirely in French or accompanied by a translation in French, certified to comply with the original by a sworn translator.

17 - Exemptions

- Section 8 of the CCAP overrides section 28.2 of the CCAG - Current Supplies and Services
- Section 12 of the CCAP overrides section 14.1.3 of the CCAG - Current Supplies and Services
- Section 12 of the CCAP derogates from section 14.1.2 of the CCAG - Current Supplies and Services
- Section 12 of the CCAP derogates from section 14.1.1, paragraph 2, of the CCAG - Current Supplies and Services
- Section 15.1 of the CCAP derogates from section 42 of the CCAG - Current Supplies and Services