

Approval tests of Ø20 and Ø32 gasstops for AGDAŞ GAS Dis. Company

GRTgaz Technical and Commercial Offer

RICE.PPSI.2020.0003 – A2541

To the attention to :

Gürsel YAĞAN
Deputy General Manager
AGDAŞ GAS Dis.Company
gyagan@adgas.com.tr

From :

Vincent OLIVERO
Business Manager
GRTgaz – Research and Innovation Center for Energy
Pôle PSI
1/3, chemin de Villeneuve Saint Georges
94140 Alfortville
France
Vincent.olivero@grtgaz.com
Tel : +33 1 45 18 85 04

CONTRACTORS	
<p>GRTgaz 6, rue Raoul Nordling 92270 - Bois Colombes</p> <p>Société Anonyme au capital de 618.592.590 euros enregistrée auprès du registre de commerce de Nanterre sous le numéro 440 117 620 Identifiant TVA : FR27440117620 SIRET : 44011762001530 APE : 4950Z</p> <p>Hereinafter referred to as « GRTgaz » or « external provider »</p>	<p>AGDAŞ GAS Dis.Company Şeker Mah.professeur Dr.Sabahattin Zaim Bulvari No : 8 Adapazari / SAKARYA</p> <p>VAT Identification: SIRET : APE :</p> <p>Hereinafter referred to as « the Company »</p>
<p>GRTgaz and the Company are domiciled at the addresses mentioned above. They are represented by the signatories.</p>	
<p>Coordinator GRTgaz :</p> <p>M. Vincent OLIVERO Business manager Tel fixe : +33 1 45 18 85 04 vincent.olivero@grtgaz.com</p>	<p>Coordinator Company :</p> <p>M. Gürsel YAĞAN Deputy General Manager Tel : gyagan@agdaz.com.tr</p>
SIGNATURES	
<p>For GRTgaz</p> <p>M. Vincent DE LAHARPE Head manager Research and Innovation Center for Energy 1-3 Chemin de Villeneuve 94140 Alfortville</p> <p>Date : 27/01/2020</p> <p>Vincent DE LAHARPE</p> <p><i>V. de Laharpe</i></p>	<p>For AGDAŞ</p> <p>M. Gürsel YAĞAN Deputy General Manager AGDAŞ</p> <p>Date : 30.01.2020.</p> <p><i>Gürsel Yağan</i></p> <p><i>Şeker</i></p>

Within GRTgaz, the Research and Innovation Center for Energy (RICE) is the division dedicated to Research, Development and Innovation for gas infrastructures.

RICE provides tested and proven industrial applications, as well as technical offers based on the development and the sharing of innovative ideas, scientific knowledge and technical expertise developed within the framework of the gas infrastructure projects.

RICE's operational expertise covers 3 main areas:

- Integrity of metallic and non-metallic networks
- Improvement of operational performance, industrial safety and asset management of industrial infrastructures
- Analysis, odourisation, detection and metering of natural and renewable gases

SUMMARY

SUMMARY	4
SPECIFIC TERMS AND CONDITIONS OF SERVICES	5
1. SCOPE OF SERVICES	5
2. technical offer	6
2.1. Context and statement of requirements	6
2.2. Proposed methodology	6
2.3. Human and the technical resources	7
2.4. Delivery of results	7
2.5. Foreseen schedule	7
2.6. Location of the services	7
3. commercial offer	8
3.1. Price	8
3.2. Invoicing	8
3.3. Validity of the offer	8
3.4. Contractual terms and conditions	8
GENERAL TERMS AND CONDITIONS OF PROVISION (CGP)	9

SPECIFIC TERMS AND CONDITIONS OF SERVICES

1. SCOPE OF SERVICES

The object of this service provision consists in the performance of the approval tests of the gasstops for AGDAŞ, equipping Ø20/63 and Ø32/63 PE tapping saddles.

Follow-up is carried out on the following equipment:

- 3 samples (gasstops) DPB Ø20 mm D25,
- 3 samples (gasstops) DPB Ø32 mm D100.

The Service Request is issued by

AGDAŞ, hereinafter referred to as the « COMPANY » and represented by :

M. Gürsel YAĞAN
DEPUTY GENERAL MANAGER
AGDAŞ

To GRTgaz S.A., hereinafter referred to as “GRTgaz” and represented by :

M. Vincent DE LAHARPE
Head manager
RICE

The commercial, operational and technical monitoring shall be performed by :

- **For the Company:**

M. Gürsel YAĞAN
AGDAŞ
gyagan@agdass.com.tr

- **For GRTgaz:**

M. Vincent OLIVERO
RICE - PPSI
vincent.olivero@grtgaz.com

GRTgaz and the Company shall be referred to hereinafter individually as the ‘Party’ and collectively as the ‘Parties’.

2. TECHNICAL OFFER

2.1. Context and statement of requirements

The company wants GRTgaz to carry out the homologation tests on diameter 20 and 32 "Gasstops" for AGDAŞ, according to the specifications « Règles NF 136 : SAPE102-2 ».

The samples to be tested are :

- 3 samples DPB (gasstops) 20 mm D25,
- 3 samples DPB (gasstops) 32 mm D100.

These samples have to be provided by the Company.

The approval tests will be carried out according to:

- SAPE102-2 (january 2016) : Prise de branchement et manchette avec déclencheur intégré pour réseau en polyéthylène de distribution de combustibles gazeux,
- NF APE (NF 136) : Applicable to accessories for polyethylene networks for the supply of gaseous fuels, drinking water, irrigation, sewerage under pressure and industrial applications.

2.2. Proposed methodology

The tests are carried out in compressed air on the DPB test bench. The table below is extracted from specifications SAPE102-2 (january 2016), paragraph 3.3.1. page 5.

	Test sample (TT)					Rescue sample	
	A	B	C	D	E	F	G
Bench tests							
Primary Characteristics							
Release rearmament	1	1	1				
Pressure loss	1	1	1				
No release	1	1	1				
Response time at closing	1	1	1				
Tightness	1	1	1				
Influence of the mounting position (+/- 45°)	1	1					
Influence of the direction of the flow (reverse nominal flowrate)	1	1					
Failure test at solicitation (1000 times)	1	1					
Climatic tests	1	1					
Aging test (1000h)							
After dusting		1					

2.3. Human and the technical resources

The resources to carry out this tests are supplied by GRTgaz-RICE - PSI department.

Carrying out this test program requires the use of compressed air means at the test bench « DPB », located on the Alfortville site.

2.4. Delivery of results

GRTgaz-RICE writes a test report according to the requirements described in the quality documents. Once finalised, the document is sent to the company.

2.5. Foreseen schedule

PHASES	Time limit
1 : Samples identification	Upon receipt of the material
2 : Tests performance	February 2020*
3 : Writing of the report	March 2020*

*If the planning and the load of the DPB test bench allow it, tests will be done sooner than the dates above.

2.6. Location of the services

The services will be performed in the laboratory of RICE - Pôle PSI – Laboratoire d'Alfortville - 1/3, chemin de Villeneuve Saint Georges – 94140 Alfortville.

3. COMMERCIAL OFFER

3.1. Price

The Services are provided for a lump sum price of (7900) Seven thousand nine hundred euros before taxes.

This price is global and non-modifiable price based on the elements of article 2. This price is exclusive of taxes and includes only expenses, as defined below.

This price does not include travel, a detailed breakdown of which is not given below, or any additional service provisions that may be mutually agreed by the Parties during the performance of the Services pursuant to the General Terms and Conditions of Service Provision (CGP), which are appended below.

3.2. Invoicing

Invoicing shall be issued according to the following schedule:

- 100% upon submission of the report.

3.3. Validity of the offer

The Service provision offer shall be valid for 60 calendar days as of its submission.

After this period, GRTgaz reserves the right to modify its terms and conditions (resources, costs, deadlines) or to refuse the order.

3.4. Contractual terms and conditions

The General Terms and Conditions of Service Provision (CGP) of GRTgaz shall apply to this offer and are appended to this document. Acceptance of the technical and commercial offer pursuant to Article 2 of the CGP shall entail acceptance by the Company of all the general and specific terms and conditions, which take precedence over all general terms and conditions of procurement

GENERAL TERMS AND CONDITIONS OF PROVISION (CGP)

1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF PROVISION

These CGP shall apply to the performance of services by GRTgaz Research and Innovation Center for Energy (RCS Nanterre 440 117 620), to the exclusion of all other general or specific terms and conditions of the Company, including in the event that the Company places another order at a later date.

No divergence or exemption from the CGP shall be accepted without the express prior agreement of the Parties.

2. ACCEPTANCE OF THE SERVICE OFFER

The service order shall be deemed to have been confirmed when the Company returns a signed copy of this technical and commercial offer (by fax, followed by written postal confirmation if necessary) to the GRTgaz technical managers designated in the technical and commercial offer. The contract applicable to the provision shall comprise the documents listed below in order of precedence:

- the Specific Terms and Conditions of Provision (CPP);
- these General Terms and Conditions of Provision (CGP)
- the order if applicable.

The Company's general terms and conditions shall not constitute part of the contract.

In the event of a request to cancel a provision, said request shall be sent by post to the address that appears on the cover page of the technical and commercial offer. The cost of the work already commenced and the ancillary costs (packaging, transport, trip etc.) related to the suspension of the provision, as well as an additional flat-rate compensation amount equal to 30% of the amount of the provision still to be completed, shall be invoiced.

3. DEADLINE FOR PERFORMANCE OF THE SERVICE

Meeting the deadlines shall mean that the elements needed to perform the service have been supplied in accordance with the projected schedule (equipment, availability of the installation, technical data, administrative authorisations, access to the sites for third parties etc.), and that no additional work not stipulated in the technical and commercial offer is required in order to achieve the expected results (further studies, adjustments, tests, additional post-treatment work, etc.).

Any delays, reservations or non-conformities shall be analysed and corrective action, which shall be subject to a written agreement between the Parties, shall be determined by GRTgaz's technical business managers and the Company's technical contact point.

In the event that an installation of the Company is not operational at the site, whatever the cause preventing performance of the service defined in Article 2 of the CPP, GRTgaz reserves the right to discontinue the service. The expenses incurred up until discontinuation of the service, as well as the ancillary transport costs arising from this discontinuation, shall be borne by the Company. In the event that the service is subsequently resumed, an amendment to the initial service agreement stipulating the additional costs and the new schedule shall be signed by GRTgaz and the Company in accordance with the provisions of Article 7 below.

4. SUBCONTRACTING

Unless stipulated otherwise in the CPP, GRTgaz shall be free to sub-contract out the performance of all or part of the service subject to compliance with the provisions of Law No. 75-1334 of 31 December 1975, or may transfer all obligations under this contract to one of its subsidiaries within the meaning of Article L233-3 of the Commercial Code after notification by RAR letter. The subsidiary to which the contract would be transferred would be automatically subrogated in all rights and obligations of GRTgaz according to article 1216-1 paragraph 1 of the civil code.

5. CONDITIONS OF PERFORMANCE OF THE SERVICE ON THE PREMISES OF GRTgaz

Unless otherwise stipulated in the CPP, the service shall be performed on the premises of GRTgaz. During its presence on the site of GRTgaz's, the Company agrees to observe the applicable internal regulations and the related general and specific safety instructions.

6. CONDITIONS OF PERFORMANCE OF THE SERVICE OFF THE PREMISES OF GRTgaz

In the event that the service is performed on the premises of the Company, the latter agrees to take all measures necessary to ensure the protection of goods and persons: in particular, it shall ensure that the legal provisions relating to the specific health and safety measures applicable to work performed in an establishment by an external contractor are applied in full. Work that can be performed on third party premises shall be subject to specific provisions if necessary.

GRTgaz agrees to observe and ensure that its staff observe the measures taken by the owner or operator of the site on which the service is to be performed. In the event that GRTgaz should deem these measures to be insufficient or

inadequate in terms of ensuring the protection of goods and persons, GRTgaz reserves the right to suspend the service until adequate measures are taken and, failing agreement between the Parties on the modification of the services ordered, may terminate the contract pursuant to, *mutatis mutandis*, Article 12 of the CGP.

7. ADDITIONAL SERVICES

In the event that the Company amends the initial request (additional configurations or scenarios, number of interventions, etc.), the additional services shall be subject to an amendment to the initial order. If the amount of the additional services does not exceed 50% of the amount of the initial service, the amendment may be concluded by exchange of fax and confirmed in the form of an amendment to the initial order. If this is not the case, a new technical and commercial offer shall be submitted.

8. CONFIDENTIALITY – INTELLECTUAL PROPERTY

8.1 Confidentiality rules

Both Parties agree to ensure that, throughout the duration of the provision and for a period of five years following the end of the provision, as defined in Article 2.5 of the CPP, all information of whatever nature, in particular, but not limited to, technical and commercial information or data, methodology, plans and documents relating to the installations, the sites on which the interventions are performed, products or services, which are the property of the other Party and to which it may have access during the performance or preparatory phase of the service, remains confidential.

The Parties' obligations under the above paragraph shall cease to apply when the Party wishing to disclose the information is able to prove that the relevant elements or information:

- i. are being disclosed with the consent of the Parties; or
- ii. were in its personal possession prior to the date on which the disclosing Party disclosed them; or
- iii. were received from a third party that legally held such information, and was not bound by professional secrecy in respect of the information; or
- iv. were in the public domain prior to signature of the offer or came into the public domain thereafter without breaching these terms and conditions; or
- v. have arisen from internal developments undertaken in good faith by employees or subsidiaries of the Party receiving this information, it having been objectively established that they did not have access to the confidential information in question; or
- vi. must be disclosed subsequent to a judicial or administrative request or a request from any other State body that is entitled to request this disclosure, it being understood that, to the extent permitted by any law or regulation, the Party concerned shall provide prior notice to the other Party and shall take all measures needed to limit the disclosure to the absolute minimum needed for it to meet its obligations.

The Parties shall guarantee that their staff and any sub-contractors comply with the above-mentioned confidentiality

obligations. Without prejudice to the above, GRTgaz may use the provision as a commercial reference.

The Society undertakes to ensure the confidentiality of GRTgaz's information in case some of its employees having access: there would make services of the same nature for companies of production or furniture of gas.

The Society acknowledges that GRTgaz must comply with the regulations of the French « code de l'énergie (L.111-77) » related to commercially sensitive information

8.2 Ownership of the results

The intellectual property of the deliverables, designate all the elements, in particular technical, computer and / or documentary developed in application of the Contract and that the Service Provider must give to the Company in accordance with their respective specifications, (hereinafter "Deliverables"), resulting from any actions carried out within the framework of the Contract is devolved to GRTgaz.

8.3 Deliverables funded by the Company

The results of works financed by the Company under the Contract may, in accordance with the provisions of this article, be used by the Company for the purposes of its activities and those of its controlled companies (within the meaning of Article L233-1 of the Code of trade).

GRTgaz remains the owner of all property rights and intellectual property rights. GRTgaz grants to the Company, for the whole world, on a non-exclusive basis, the right to use and exploit the Deliverables to respond to the activities of the Company and its subsidiaries, including:

- the right to represent, reproduce, use, test, translate, evaluate, adapt;
- the right to authorize third parties to use or adapt the Deliverables for service delivery operations, which the Company may entrust to them. It is agreed that in this event, the Company undertakes to take all necessary contractual precautions to ensure the confidentiality of the Deliverables and to prevent this third party from using all or part of the Deliverables for purposes other than those entrusted by the Company;
- the right to carry out alone, after information and with the property details of GRTgaz, or with the GRTgaz any communication action intended for third parties on, for example, the existence and performance of the Deliverables. During these communication actions, the Company must, in any event, refrain from disclosing the confidential information of GRTgaz.

The rights of use and exploitation are granted for the period of legal protection of the intellectual property rights attached to the Deliverables.

Certain Deliverables may be subject to a specific agreement if both Parties agree.

8.4 Eviction guarantee

GRTgaz attests and warrants that it is entitled to assign all the rights it has undertaken to assign under the Contract, within the limits of any rights it may have obtained.

GRTgaz warrants and indemnifies the Company against any damage, losses, costs, liabilities, fines or penalties (including all reasonable legal fees) incurred by the Company as a result of any allegation, procedure, action and / or third party complaint on the grounds that an intellectual property right, whatever its nature, assigned under the Contract and / or the Deliverables resulting from the works of RDI or Additional Services violate their intellectual property rights subject to: i) to have been promptly notified by the Company of any such allegation, proceeding, action or complaint, and (ii) that the Company provides it with all the assistance reasonably necessary for the defense.

In addition, if informed of an action or motion to restrict the exercise of any of the rights assigned under the Contract or to restrict the enjoyment of a Deliverable, GRTgaz (a) obtain the right of the Company to exercise its rights in accordance with this Agreement, or if this first solution proves impossible, (b) adapt the result concerned so that it is no longer in breach, while retaining functional at least equivalent.

9. NON-GUARANTEE OF CONFORMITY

Even in the event that the provision were to entail the performance of an analysis by GRTgaz, including in respect of standards or draft standards used for reference purposes, the provision of the service cannot be regarded as an endorsement by GRTgaz, as a conformity procedure in respect of an installation or equipment belonging to the Company or as a verification or certification of conformity of the products or installations, as GRTgaz is in no way authorised to perform such actions.

10. WARRANTY – LIABILITY

10.1 Best-efforts obligation applicable to GRTgaz

The service shall be performed in accordance with the state of the art, a best-efforts obligation and the principles of the Ethics Charter of the GRTgaz Group, which is accessible via the link <http://www.grtgaz.com>

Any opinions, advice and documents provided by GRTgaz within the framework of the provision shall be subject to a best-efforts obligation only. Consequently, implementation of the recommendations and solutions proposed by GRTgaz within the framework of the provision and/or implementation of the results of the service shall fall to the Company, which shall bear sole and full responsibility in this

regard. Consequently, GRTgaz shall bear no liability in this respect.

10.2 Liability to third parties

Each Party shall bear, in so far as it is concerned, all the pecuniary consequences of the civil liability which they incur under common law for all damages of any nature whatsoever caused to third parties on the occasion of fulfillment of their respective obligations under the Contract.

10.3 Liability between the Parties

Each Party is liable to the other Party for direct material or immaterial damage suffered by the other Party as a result of its proven breach of its obligations under the Agreement. Due to the nature of the work of RDI, the Deliverables or other information provided by one Party to another in the performance of the Contract shall be communicated as is, with no warranty other than those expressly stated in the Contract. These Deliverables and information are used by the Parties under the Contract at their own expense, risk and peril, and accordingly, none of the Parties will have recourse against any other, for any reason whatsoever, because of the use of these Deliverables and information. In any event, the total liability that each Party may owe to the other Party shall not exceed the amount invoiced under the Contract.

Accordingly, each Party waives any recourse and compensation beyond that ceiling.

The liability of the Parties shall not be limited or excluded in cases of (i) gross negligence, willful misconduct or fraud, (ii) bodily injury.

10.4 Insurance

The Parties shall take out the insurance policies necessary to cover the risks borne by them under this article. They each bear, in respect of themselves, the premiums and any deductibles of the insurance policies which they have subscribed respectively. Each of the Parties undertakes to obtain from its insurers an abandonment of the subrogation rights of said insurers within the limits of the waivers referred to in this article

11. PRICES – PAYMENT TERMS

Prices shall be expressed in euro excluding taxes. Unless otherwise mentioned in the CPP, the prices relating to the provision shall not include the following costs: transport and delivery costs, travel costs.

Invoices shall be payable, within 45 days of the date of receipt, by bank transfer to account SOCIETE GENERALE – PARIS OPERA - Code IBAN : FR76 30003 03620 00020123194 83 – BIC : SOGEFRPP

