

1. Scope and validity – General statements

1.1 Scope and validity

These General Conditions of Purchase (“GCP”) apply to any order (the “Order”) issued by EQUANS SAS (and/or one of its subsidiaries as set forth at the top of the Order (here below referred to as the “Customer”), for the supply of tangible goods (“Products”), services (“Services”) and or works (“Works”) within French territory, as defined in each Order that makes reference to these GCP (the “Supply”).

These GCP establish the general obligations and respective responsibilities of the supplier, defined as the Order recipient (the “Supplier”), and the Customer within the scope of their contractual relationship with respect to the Supply, here below referred to collectively as the “Parties” or individually as a “Party”.

The GCP shall apply without prejudice to any special terms and conditions which have been negotiated and agreed by the Parties, which shall prevail over the GCP.

Any modification to a validly established Order must be expressly agreed upon by the Parties. The Customer reserves the right to make any changes to the Order that prove necessary, even during its fulfilment. In such case, within no more than 8 calendar days from the date when the notice of the Order modification is given, the Supplier must notify the Customer of any consequences of such modification with regard to the price and deadlines. The Customer shall give written consent to such consequences if the initially established terms and conditions are modified. Any formal notice related to the Order must be sent to the other Party by registered letter with acknowledgement of receipt.

1.2 General Information

The Customer and the Supplier are autonomous and independent, each acting in their own interest and responsible for their own commitments, employees, suppliers and service providers. The Supplier shall not make any commitments on behalf of the Customer without its prior written consent. There shall be no joint liability between the Customer and the Supplier, or between the Customer and its affiliated companies.

The Order itself grants no exclusivity for the benefit of either Party.

The Supplier shall immediately inform the Customer of any risk of economic dependence. The Parties agree that this obligation to inform is essential to enable the Parties to maintain a balanced relationship.

The Supply must be provided in compliance with the obligations set forth in all the contractual documents referenced in the Order, and in compliance with regulations, standard business practices, and standards and norms in force.

1.3 When the Supply is provided within the scope of a prime contract entered into between the Customer and a third party client, the Supplier agrees to comply, in full transparency, with the provisions of such prime contract concerning the Supply which have been previously disclosed by the Customer.

Where French Act no. 75-1334 dated 31/12/75 as amended on subcontracting is applicable, the Order is placed subject to the conditions precedent of acceptance of the Supplier as subcontractor, and approval of its payment terms by the end client. To this end, the Supplier shall provide to the Customer all requested information in order to obtain such acceptance and approval.

The Supplier further agrees to:

- Assume, as a performance obligation, all responsibilities and obligations concerning the Supply such that no breach of these obligations is noted by the end client.
- Provide a certificate of third party liability insurance and (if applicable) its 10-year liability cover, referencing the name the applicable transaction and, for the 10-year liability cover, specifying the cover for works performed as subcontractor under the same conditions as the contractor’s mandatory coverage;
- Work with the Customer in good faith to renegotiate the terms of the Order, even during its performance, as soon as a modification is imposed or requested by the end client under the prime contract;
- Not directly contact the end client concerning any questions, events or facts related to the Supply; the Customer shall be the end client’s sole point of contact with respect to the Supply.

2. Placing the order

The Order must be set forth in a formal writing from the Customer, which may be a purchase order and/or special terms and conditions and/or a contract, whether in electronic or paper format.

Orders placed verbally are valid if confirmed in writing.

Each Order is accepted by the Supplier within a maximum of two (2) working days from the date it is sent by the Customer. If no response, the Order shall be deemed accepted by the Supplier without reservation. However, at the end of such period, the Customer may cancel the Order without cause and without compensation. If the Supplier receives a deposit or begins the performance of the Order, such Order shall be deemed accepted by the Supplier. When the Supplier accepts the Order with reservations, it must notify the Customer thereof within the two (2) day period mentioned above. In such case, the Customer is no longer bound by the Order unless it confirms acceptance of such reservations in writing.

Electronic order

The Customer has implemented a digital solution in order to facilitate provision of the Supply. Orders are placed through this tool and sent to the generic e-mail address provided by the Supplier, in e-mail form which includes the purchase order attached as a pdf file.

Transmission of documents between the Supplier and the Customer

Any electronic document transmitted between the Supplier and the Customer must include information that enables identification of the issuer, and information intended to identify its content. The e-mail addresses to be used by each Party are specified. The Parties agree that the e-mail addresses are sufficient to identify the sender of the electronic documents and authenticate their origin.

Agreement on proof

The Parties consider the documents transmitted electronically to be original documents, fully binding upon them. The Parties agree that these documents will be prepared and stored under conditions that ensure their integrity. The Parties shall ensure that the content of their documents complies with formal obligations under law, regulations and business practices.

In any event, except for a documented case of failure or corruption of their IT systems, the Parties expressly waive the right to declare that their transactions are null and void or unenforceable on the grounds that they were carried out through electronic or telecommunication systems.

Archiving data

The Parties shall be personally responsible for archiving issued and received documents for their own tax and accounting purposes.

Security

Each Party is responsible for selecting, implementing and applying security resources, tools and procedures to protect its performance and data against the risk of unauthorized access, loss, alteration or destruction. Each Party is responsible for implementing the necessary tests to protect and monitor its own security resources, tools and procedures.

3. Price; invoicing and payment procedures

3.1 Price: Unless otherwise stated in the Order, the prices, indicated in euros excluding VAT, are firm and not subject to revision. Except otherwise mentioned, the prices are inclusive of all costs, including transport, packaging, unloading, insurance, license or authorization costs, taxes, charges, customs procedures and duties, import/export customs costs and taxes, where applicable, pursuant to the INCOTERM CCI 2010 DDP site designated by the Customer.

3.2 Invoicing: Invoices issued after each delivery or Acceptance shall set forth the legal notices and notices requested by the Customer, including the full Order number and code and the Supplier’s intra-Community identification number, and shall be sent to the invoicing address indicated by the Customer, along with any supporting information confirming the acceptance of the Supply. Note that pursuant to Article 242 sub-paragraph 9 A of the French General Tax Code, the issue date of the invoice constitutes a mandatory statutory notice, and therefore must be accurate and correspond to the actual date the invoice was sent to the recipient. In addition, sending an invoice after the date indicated is a source of error and compromises its correct processing. Accordingly, any invoice with a difference greater than 7 calendar days between the date appearing on the invoice and the date it is received shall be returned to the Supplier for correction of its issue date. Payment shall only be made after the corrected invoice is received, at expiry of the deadline set forth in the purchase Order.

The Supplier is obliged to issue its invoice as soon as the sale or subcontracted services have been performed, and expressly agrees to do so, as these terms and conditions constitute a request for invoice as soon as the sale or subcontracted services are performed.

3.3 Payment: Unless otherwise stated in the purchase Order, payments are made by bank transfer within 45 days end of month from the date the invoice is issued, unless a legal provision provides for a shorter period. In the event of late payment of an undisputed invoice, in addition to the fixed payment for collection costs pursuant to Article D. 441-5 of the French Commercial Code, the Customer shall owe late payment penalties without prior notice, based on a rate equal to three (3) times the current statutory rate of interest in France. Payment by the Customer does not constitute acceptance of the Supply.

4. Delivery and Acceptance

4.1 Delivery of the Products shall be done in accordance with the INCOTERM indicated in the Order, or failing this pursuant to Article 3 above. The Supplier agrees to deliver the Products and/or provide the Services and/or Works at the locations/times/deadlines set forth in the Order. The Supplier shall select the packaging,

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4.2 All deliveries must be accompanied by a delivery slip in three (3) original copies that includes all information needed to identify the package (specifically Order references, the type and quantity of goods, name of transporter, etc.). Each slip shall only mention the Supply related to a single Order. The Supply must be accompanied by all technical documentation required for its use. Documents, certificates and shipping labels must comply with applicable regulations (such as Reach). The Supply shall not be deemed delivered until all documents mentioned above and/or listed in the Order have been handed over to the Customer.

4.3 Unless the Customer previously consents in writing, partial or early delivery is not permitted. Conversely, the Supplier agrees to inform the Customer as soon as it has knowledge of any foreseeable delay in fulfilling the Order.

4.4 In some cases, the Supply may be subject to an on-site acceptance procedure as set forth in the Order ("Acceptance"). Acceptance takes place after full performance of the Supplier's obligation at the delivery destination of the Order, and/or takes place when all of the requirements set forth in the acceptance procedure have been fulfilled.

4.5 The Supply must strictly conform in quality and quantity to the terms of the Order as well as the contractual specifications. If the Customer notes any reservations, the Supplier may come and assess the condition of the Products or the non-compliance of the Services or Works ; it must resolve the reservations as soon as possible, and no later than the deadline set forth in the acceptance report. If not remedied, the Customer may decide to (i) reject the applicable Products, Services or Works or (ii) have a third party company perform the work to resolve the reservations, at the Supplier's risk and expense. In this cases, the price will not be owed, and any deposits received must be returned to the Customer as soon as possible. Any costs arising from the such reservations or rejections shall be borne by the Supplier. If there are no reservations, or after any reservations are resolved, the Customer shall declare its Acceptance in writing.

5. Transfer of ownership and risk

5.1 Unless otherwise expressly mentioned in the Order, ownership of the Supply is transferred to the Customer on the date it is ascertained at the Supplier's premises, and no later than its physical delivery to the Customer's premises or any other location agreed by the Parties, or during Acceptance of the Works.

5.2 Unless otherwise expressly mentioned in the Order, the transfer of risk related to the Supply occurs on the date (i) it is delivered to the location indicated in the Order or (ii) its Acceptance when this procedure is provided for in the Order; in any case, the Supplier bears such risk during installation, testing and commissioning of the Products or Works where it is required to perform such operations pursuant to the Order.

6. Observance of deadlines and conformity - Penalties

6.1 The Supplier is advised that compliance with the performance deadlines for its obligations set forth in the Order is an essential condition for the Customer. The Supplier agrees to immediately inform the Customer of any fact that may impede such compliance, and cooperate with the Customer to mitigate the consequences.

6.2 If any of the deadlines set forth in the Order are not met or if the Supply is non-conforming, penalties shall apply in accordance with the terms set forth in the Special Terms and Conditions, or failing this, as follows: 1% of the price stated in the Order per day of delay.

6.3 These penalties shall apply based solely on recognition of a delay, unless the Supplier proves that the delay is solely attributable to the Customer or to a case of force majeure. Penalties may be deducted from the amounts owed, unless the Supplier asserts a substantiated claim within a maximum of five business days. Penalties apply notwithstanding any action that the Customer may bring against the Supplier to protect its interests, and without prejudice to any damages or any other penalties (performance, quality of service, etc.) that may be provided for in the Order. If an applicable penalty cap as set forth in the Special Terms and Conditions is reached, the Customer has the right to terminate the Order upon simple notice, without prejudice to any damages.

6.4 The Special Terms and Conditions or the Order may establish penalties for a non-conforming Supply.

7. Warranties

7.1 The Supplier shall exclusively supply the Products, Services and/or Works free of any apparent and/or hidden defect, and in compliance with applicable regulations, standard practices and best practices, consistent with the state of the art and normal requirements for use, reliability and lifespan, and the intended use of such Products, Services and/or Works.

7.2 Except for specific provisions in the Order and without prejudice to more stringent legal provisions, the Supplier warrants, and shall have sole responsibility for:

- the good quality and proper operation of the Products for a twenty-four (24) month period following Acceptance, which shall not exceed 36 months from the delivery date. It warrants that it will repair or replace, in the Customer's discretion and at its own costs, any Product defects, breaches or non-conformity noted during this period, and will hold the Customer harmless from and against any resulting damage. If a Product is repaired or replaced, a new twenty-four (24) month warranty will start from the time the repaired or replaced Product is commissioned.
- the Services and Works for a minimum period of twelve (12) months from their Acceptance date. Accordingly, and without prejudice to Article 1222 of the French Civil Code, the Supplier shall be required to act free of charge and rectify any defective performance of the Services or Works, within a maximum 15 days period following the Customer's exercise of the warranty, or any other period specified in the Order. This warranty is without prejudice to the warranties set forth in Articles 1792 et seq. of the French Civil Code which apply to the Supplier when the Supply is subject to them.

In the case of periods of suspended or interrupted use or unavailability of the Supply, the Warranty shall be extended for a duration equivalent to such period(s).

7.3 For a minimum of five (5) years following the stoppage of manufacturing or phase-out from the catalogue, the Supplier agrees to provide the Customer with parts, components and other items necessary to use the Products or to maintain and repair the Services and/or Works, under reasonable terms, specifically with regard to price and delivery times. The Supplier shall regularly update the Customer regarding future obsolescence.

8. General obligations of the Parties

8.1 Regulatory compliance

Each Party shall comply, and shall cause any external party under its control involved in execution of the Order to comply with all obligations arising under applicable laws and decrees, specifically:

A/ Regarding tax and social security:

All of the Supplier's personnel assigned in whole or in part to execution of the Order shall at all times remain under the hierarchical and disciplinary authority of the Supplier which, as the employer, shall ensure the administrative, accounting and social management of its employees.

The Supplier shall provide evidence of its activities and the legality of its situation with respect to the French Labor Code and the French Social Security Code.

The Supplier agrees to fulfil its verification and injunction obligations with regard to its own contracting parties.

B/ Regarding safety, quality and health protection

The Supplier undertakes to comply with all the quality, prevention and safety management requirements required by the Services and/or Works performed under the Order. In particular, the Supplier undertakes to comply with ISO standards and other specific requirements specified, where applicable, in the Order.

The Supplier is required to submit to and/or respond to any intervention and/or audit carried out by the Customer's QPE (Quality, Prevention, Environment) departments.

In general, the Parties agree to comply, and cause their employees and any subcontractors to comply with all rules and standards in force at the sites where the Supply is delivered, executed and accepted, especially the supply of appropriate work clothes, personal protective equipment required, safety shoes, loading/unloading protocols, the securing of vehicles during operations, or any smoking bans.

C/ Regarding environmental protection:

The Supplier is required to comply with applicable regulations concerning:

- the collection and treatment of produced waste, specifically hazardous waste;
- prevention of risks associated with hazardous materials, specifically regarding national laws that transpose the Regulation on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH);
- limits on all types of emissions; the Supplier agrees to take the necessary steps to limit, to the greatest possible extent, water and energy consumption, greenhouse gas emissions, noise, odors and any other disruptions to the environment or to neighbors. As such, any Supplier vehicle must be fitted with an anti-pollution kit.

The Supplier is also required to:

- immediately notify the manager at the Customer's site in the event of accidental pollution,
- apply the environmental requirements arising from HQE® Exploitation and/or ISO 50001 standards (energy management system), if applicable,
- to train its employees and ensure understanding and control of environmental risks, as well as best eco-friendly practices.

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- apply the environmental requirements arising from HQE® Exploitation and/or ISO 50001 standards (energy management system), if applicable,
- to train its employees and ensure understanding and control of environmental risks, as well as best eco-friendly practices.

8.2 Obligations related to quality assurance

To meet the Customer's quality assurance requirements, the Supplier shall provide information to enable the Customer to verify the steps taken by the Supplier to address the requirements of the Customer's quality assurance system.

To ensure that the Supplier's actions conform to the requirements set forth in the Order, the Supplier shall not oppose the use of a supplier audit performed in accordance with the guidelines of ISO 19011.

9. Confidentiality - Protection of personal data

9.1 Except for the existence and the content of the Order, each Party agrees to keep confidential all information and documents of which it has knowledge during negotiation and execution of the Order, regardless of their nature (technical, financial, commercial, administrative or otherwise) or form (oral or written, in draft or final form, human or machine-readable), referred to below as the "Confidential Information". Information in the public domain at the time of its disclosure, or which subsequently enters the public domain at no fault of a Party, are not considered confidential.

Unless otherwise stated in the Order or in a specific confidentiality agreement concerning the Supply, the Parties agree (i) to use the Confidential Information solely for purposes of the Order; (ii) to internally transmit Confidential Information only to employees having need to know such information, and exclusively for the purpose of executing the Order (iii) not to disclose the Confidential Information to any third party without the prior written consent of the other Party, it being understood that the Parties may disclose the information to their sub-contractors exclusively for the purpose of executing the Order, and after they enter into a written confidentiality agreement; (iv) to take measures which, as a whole, are no less protective than the measures they take to protect the confidentiality of their own confidential information and (v) after execution of the Order, return to the other party and/or - in the Customer's discretion - destroy all documents (including copies) containing Confidential Information, for the duration of the Order and for a period of five (5) years following its termination or expiration.

9.2 The Supplier must process the Customer's personal data in accordance with its instructions; accordingly, it is prohibited from using such personal data for purposes other than those expressly defined and authorized by the Customer within the scope of the Order. The Supplier further agrees to achieve compliance with the obligations set forth in Regulation (EU) 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. It agrees to ensure that its sub-contractors and co-contractors comply with these obligations.

Concerning data processed by the Customer, the Supplier is hereby informed that such data is used exclusively for managing the Orders.

10. Intellectual property

10.1 Each Party shall remain the owner or holder of the intellectual property rights, know-how and knowledge that it had at the time the Order was established, or which it holds under a license to use (together the "Prior Knowledge"). The Parties agree that they shall not directly or indirectly infringe the property rights and/or copyrights of the other Party and shall use the Prior Knowledge only for purposes of the Order.

10.2 The Supplier warrants that it holds all property and/or usage rights necessary to execute the Order. The Supplier agrees, at its cost, to adapt the deliverables, Products, Services and/or Works which violate a third party's property rights, or replace them with similar or equivalent deliverables, Products, Services and/or Works. If this is not possible, the Customer may terminate the Order, without prejudice to any damages to which it may be entitled. In general, the Supplier shall be liable for all harm, losses, damages, actions, costs, expenses and fees which may be borne by the Customer in any action brought by a third party alleging that the Supply and/or any resources of information provided by the Supplier under the Order constitutes an infringement, free riding, unfair competition or any violation of its intellectual property rights.

10.3 The Order does not grant a Party any right to the names, trademarks, logos or other distinctive symbols of the other Party, including any trade reference.

10.4 If some or all of the Products, Services and/or Works include software, the source codes for such software, if not provided to the Customer as part of a specific development, will be filed with an independent organization authorized to store such codes, to be made available to the customer in the event of a failure, disappearance, transfer or sale of the Supplier or the Supplier's applicable business unit.

10.5 The Supplier grants to the Customer the right to use, reproduce, market and exploit the Prior Knowledge, on a non-exclusive basis with the right to sub-license, for any purposes that the Customer intends, for the entire duration that the intellectual property rights are protected, on a worldwide basis.

Pursuant to the terms of the French Intellectual Property Code, the Supplier grants to the Customer all intellectual property rights related to the results of the Products, Services and/or Works that were the subject of the Order, including use, reproduction, representation, exploitation, marketing, modification and adaptation rights, for whatever purpose the Customer intends, on any medium, whether or not currently existing, for the entire duration that the intellectual property rights are protected and on a worldwide basis.

The term "results" means all information and knowledge, whether or not patentable, including know-how, manufacturing secrets, trade secrets, data, databases, software (under their source code and object code version), files, plans, diagrams, drawings, formulas or any other type of information, in any form whatsoever, developed by the Supplier for purposes of executing the Products, Services and/or Works that are the subject of the Order.

The concession and assignment described above is included in the price of the Order to be paid to the Supplier.

11. Liability and Insurance

11.1 The Supplier is liable, on its own behalf or on behalf of any of its sub-contractors, for any failure in execution of the Supply and for any personal injury, tangible or intangible damage, whether or not consequential, arising from a defect, breach, non-performance or poor performance of its obligations under the Order. The Supplier shall hold the Customer harmless from and against any recourse, claim or proceedings that may be exercised by its employees, by a sub-contractor or any third party, arising from any damage to persons or property attributable to it or its employees, subcontractors, or more generally any person acting on its behalf, or to things that it possesses in any capacity. The Supplier agrees to indemnify the Customer for any damages, losses or expenses arising therefrom.

11.2 No later than acceptance of the Order, the Supplier is required to prove that it has taken out insurance policies with one or more insurers known to be solvent, covering:

- In all cases, its third-party liability covering the financial consequences of personal injury, tangible and intangible damage (whether or not consequential) caused to third parties (including the Customer) due to execution of the Supply. This policy must provide for a minimum amount of cover as specified in the Order, it being understood that this amount does not constitute a contractual limitation on the Supplier's liability and that it shall not be less than €2,500,000 per claim and per year, all damage combined.
- for its ten-year liability if applicable to some or all of the Supply.
- depending on the nature of the Supply, any other policy specified in the Order.

Upon simple request, the Supplier shall provide to the Customer all certificates concerning the subscription and cover under the above mentioned policies, along with proof of payment of the corresponding premiums for the duration of the Supply, including during the warranty period. The Customer shall be notified of any modification during execution which impacts the scope of coverage and or the capital covered and shall be the subject of a new certificate to be provided to the Customer.

12. Termination - Suspension - Reversibility

12.1 If the Supplier fails to meet one of its obligations under Articles 4, 6, 7, 8, 9, 10 or 14 of the GCP and fails to remedy the issue within ten (10) business days after the Customer gives notice thereof, the Customer may terminate the Order automatically, without prejudice to any damages that it may claim. Notwithstanding the foregoing, termination may take place without prior notice, merely due to non-performance, in the case of a breach of Articles 9.1 or 13 of these GCP or any breach that can not be remedied.

Termination without prior notice can also take place in the event of a breach of Article 8.1/A, specifically if the Customer fails to provide documents and certificates related to illegal work and secondment, in case of suspension of the Supply by an administrative authority or for any infraction noted by an inspecting officer, without prejudice to the consequence of any administrative fines issued against the Customer due to the Supplier's breach.

The execution of termination of the Order does not terminate the obligations which survive by their nature, specifically the warranty, regulatory compliance, intellectual property and confidentiality.

12.2 Without prejudice to Article 12.1 above, the Customer has the right to immediately suspend, by written notice, the execution of the Supply without compensation to the Supplier when it notes serious or repeated breaches of its contractual obligations, specifically in the case of:

- The Supplier's failure to comply with regulations or instructions by the Customer (or an end client) with regard to health, safety and/or the environment, which could imperil the safety of persons or property or cause harm to the environment;
- The Supplier's failure to comply with regulations concerning labour laws, specifically provisions concerning measures against unlawful work.

- The Supplier's failure to comply with regulations or instructions by the Customer (or an end client) with regard to health, safety and/or the environment, which could imperil the safety of persons or property or cause harm to the environment;

- The Supplier's failure to comply with regulations concerning labour laws, specifically provisions concerning measures against unlawful work.

In addition, the Customer may suspend execution of the Supply in the following cases:

- Major risk to the safety of property and people,

- Where the Supplier acts as the Customer's subcontractor, notice by the end client of its decision to suspend the Supply for any reason.

In such cases, if the suspension exceeds a period of one (1) month, the Parties shall meet to seek mutual agreement on methods to continue their cooperation.

12.3 Upon termination of the Order, for any reason whatsoever, the Supplier agrees to cooperate with the Customer to enable resumption of the Supply (Services or Works) by the Customer or any service provider of its choice under optimal conditions. Specifically, the Supplier shall provide the Customer with all data, documents and reports concerning the Supply executed within the scope of the Order.

13. Environmental and Social Responsibility and Ethics - Embargo

13.1 The Supplier acknowledges that it has reviewed and shall comply with the Customer's commitments with regard to ethics and environmental and social responsibility, as stipulated in its reference document and in its Vigilance Plan (when the Supplier enters into a commercial relationship established within the meaning of applicable law in the matter); these commitments are available at <https://www.equans.com/about-us/ethics-compliance>

13.2 Accordingly, the Supplier represents and warrants to the Customer that it respects the standards of international law and national laws applicable to the contract (including any changes during the term of this contract) concerning:

(i) fundamental human rights and liberties, specifically the prohibition on (a) the use of child labor or other forms of forced or compulsory labor; (b) any form of discrimination within its organization or with regard to its suppliers or subcontractors;

(ii) embargoes, arms trafficking, narcotics and terrorism;

(iii) commercial trade, import and export licenses, and customs;

(iv) the health and safety of its staff and third parties;

(v) labour, immigration, prohibiting illegal work;

(vi) environmental protection;

(vii) economic crimes, including corruption, fraud, influence peddling (or equivalent offense under the national law applicable to this agreement), swindling, theft, abuse of corporate assets, counterfeiting, forgery and misrepresentation, and similar or related offenses;

(viii) the fight against money laundering;

(ix) competition law.

13.3 In addition, if the Supplier performs the contract at a Customer site (or a third party site, as designated by the Customer), the Supplier shall comply and cause its suppliers and sub-contractors acting on the site, to comply with the EQUANS Group rules on health and safety, as described in Article 8.1.B.

13.4 With regard to its own activities, the Supplier agrees to actively cooperate and act to enable the Customer to comply with its legal obligations with regard to the duty of vigilance. It shall cooperate in the implementation of measures set forth in the Vigilance Plan as set forth above (risk mapping, warning mechanism and descriptions collection) and shall immediately notify the Customer of any serious breach, or any information that could constitute a serious breach of the abovementioned standards, in the scope of its relationship with the Customer.

13.5 The Customer has the right at any time to seek from the Supplier evidence that it is in compliance with the requirements of this provision and to perform or have performed, at any time subject to prior notice, audits at its own cost. In case of an audit, the Supplier agrees to give the Customer's employees the right to access its premises and sites, and to provide all information and/or documents that the Customer may seek to effectively carry out the audit.

13.6 Any violation by the Supplier of the provisions of this clause constitutes a contractual breach granting the Customer the right to suspend or terminate the contract, under the terms and conditions set forth in the contract.

14. Subcontracting - Assignment

14.1 The Supplier may only subcontract some or all of the performance of the Order on the condition that (i) it submits the choice of subcontractor and payment terms to the Customer's prior express approval and agreement and (ii) more generally, subject to compliance with the French Act of 31 December 1975 as amended on subcontracting. The Supplier shall send the Customer all required documents, specifically a copy of the joint and several bank guarantee from an approved institution, obtained to ensure payment of all amounts owed by the Supplier to its subcontractor

The Supplier agrees to have its subcontractors respect its obligations under the terms of the Order. The Supplier remains solely liable to the Customer for the full and complete execution of the Order.

14.2 The Supplier may not assign, contribute or transfer its rights and obligations under the Order to a third party, in any form whatsoever, without first obtaining the express written authorization of the Customer. Any authorized assignment is subject to an amendment of the Order. The same procedure shall apply to any transaction resulting in a change of majority control of the Supplier. The Supplier expressly agrees that the Customer may freely assign some or all of its rights and obligations under the Order to one of its subsidiaries within the meaning of Article L 233-3 of the French Commercial Code.

15. Force Majeure - Frustration of Purpose

15.1 Events established by case law of the French Court of Cassation in accordance with Article 1218 of the French Civil Code are expressly considered cases of force majeure within the meaning of the GCP. Obligations of a party impacted by a case of force majeure shall be initially suspended, unless the resulting delay justifies cancellation of the Order. The affected Party shall promptly notify the other party of the case of force majeure and its likely duration; it will be required to make every effort to minimize the effects arising from this situation. If the case of force majeure continues past fifteen (15) days without the possibility of remediation, the other Party may terminate the Order without notice or compensation to the other.

15.2 The Parties, fully informed of the rights granted to them by Article 1195 of the French Civil Code, accept the risk related to a change in the context in which the Order was established, and waives all rights arising from such article.

16. Applicable law and dispute resolution

16.1 This Agreement shall be solely governed by French law. Application of the Vienna Convention on Contracts for the International Sale of Goods or any agreement which replaces it is expressly excluded.

16.2 In the event of difficulty in interpretation or execution of the Order, the Parties shall seek an amicable resolution in good faith prior to any legal action.

16.3 If the dispute is not resolved amicably, such dispute may be brought by the first Party to act before the court with jurisdiction over the Customer's head office, except in the case of third party proceedings in which the Customer may implead the Supplier before the court hearing the dispute.

EQUANS

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