

## **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 Axima Concept S.A. and/or Ineo S.A. and/or Bouygues Energies et Services and/or one of their respective subsidiaries within the meaning of Article L233-3 of the French Commercial Code as set forth at the top of the Order, referred to individually or collectively as “Equans France” or any other company in the Equans group which expressly refers to these GCP (here below referred to as the “Customer”), for the supply of tangible goods (“Products”), services (“Services”) and or works (“Works”) within the 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 eight (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 Supplier is bound by an obligation of result and may not rely on any omission, imprecision or error contained in the Order to justify its failure to comply with the obligation of result. The Supply shall be provided, in particular and without being exhaustive, in compliance with the obligations set forth in all the contractual documents referenced in the Order, and in compliance with regulations, safety rules required by the authorities, standard business practices, and standards and norms in force especially regard cybersecurity regulation into 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 (i) in the event of express acceptance by the Supplier, (ii) within a maximum of two (2) working days from the date it is sent by the Customer, failing which the Order shall be deemed to have been accepted by the Supplier without reservation, or (iii) in the event of voluntary commencement of performance by the Supplier. 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 or in the particular conditions, no deposit shall be paid with the Order. 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 ICC 2020 DDP site designated by the Customer.

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**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 services, and more specifically the Supply have been performed, and expressly agrees to do so, as these terms and conditions constituting a request for invoicing as soon as the sale or services, and more specifically the Supply, have been performed.

**3.3 Payment in the event of an Order by Axima Concept SA and/or Ineo SA and one of their subsidiaries within the meaning of article L233-3 of the French Commercial Code:** Unless otherwise stipulated in the Application Contract and/or Order Form and subject to the application of Title II of Law no. 75-1334 of 31 December 1975, invoices shall be paid within forty-five (45) days of the end of the month, date of issue of the invoice, except for periodic invoices which shall be paid within 45 (forty-five) days net from the date of issue of the invoice by bank transfer to the bank details provided by the Supplier.

Invoices received prior to delivery of the Supplies will not be accepted. Only Orders that have been accepted in accordance with article 2 of the General Terms and Conditions will be paid. The Customer may set off any sum that it considers to be owed by the Supplier in respect of any Orders against any sum owed by the Customer to the Supplier. In the event of late payment on the part of the Customer, the latter shall be liable for late payment interest at a rate of three (3) times the legal interest rate applicable in France and in force on the due date, to which shall be added, by operation of law, a fixed indemnity for collection costs, the amount of which is set by article D.441-5 of the French Commercial Code. The Customer's payments do not constitute Acceptance of the Supplies.

**3.4 Payment in the event of an Order by Bouygues Energies et Services and/or one of its subsidiaries within the meaning of Article L233-3 of the French Commercial Code :** Unless otherwise stipulated in the Application Contract and/or Order Form, invoices shall be paid either (i) by promissory note, or (ii) by bank transfer via the Bouygues Construction Group's SCF Programme payment platform, the terms and conditions of which can be found at the following address: <https://bycn.scf-onboarding.societegenerale.com/>

### **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 of the GCP. The Supplier agrees to deliver the Products and/or perform the Services and/or Works at the locations/times/deadlines set forth in the Order. The Supplier shall select the packaging, preferably recyclable, appropriate to the type of Product which ensures their integrity until they reach the place of delivery, as well as personal safety during loading/unloading and handling operations. The gripping and lifting points are visually affixed to the packages as well as the storage conditions, direction and maximum overlap.

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, and at the latest within the period indicated in the acceptance report and at the latest within a period of eight (8) calendar days. 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 Order or the work to resolve the reservations, at the Supplier's risk and expense, in application of article 1222 of the French Civil Code. 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.

4.6 If the Order includes the assembly and/or the commissioning of a Supply, the Supplier shall carry out all the necessary operations for the commissioning of this Supply and the definitive start of its operation. Where these operations require the permanent presence of Supplier's personnel, the terms and conditions of their intervention shall be specified in the Order.

### **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, in the event of an Order for Services or Work, during their performance.

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 or (iii) of the handing over of any deliverables or the complete performance of the Services; 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 thereof.

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: one percent (1%) of the price stated in the Order per day of delay, up to a maximum of twenty (20) percent of the total amount of the Order.

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. The Supplier guarantees the full and peaceful enjoyment of the intellectual property rights assigned or granted.

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 thirty-six (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 fifteen (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 shall comply with the applicable regulations concerning:

- the collection and treatment of produced waste, specifically hazardous waste. In this respect, the Supplier shall hold the approvals and shall have made all the declarations required for the management and disposal of the waste for which it is responsible. Where its activity is implied, the Supplier must specify in its offer the information provided for in Article D. 541-45-1 of the French Environmental Code and, failing this, must communicate the information to the Customer at the Customer's first request. The Supplier shall be responsible for the disposal, treatment and traceability of the waste associated with the services covered by the Order. In this respect, the Supplier shall be responsible for issuing tracking slips in accordance with the regulations in force. The cost of all the services provided for in this paragraph is included in the price of the Order;
- 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 shall also:

- 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), and/or any other standards mentioned in the Customer's specifications, if applicable to the Supply,
- to train its employees and ensure understanding and control of environmental risks, as well as best eco-friendly practices.

### **8.2 Carbon assessment**

With particular regard to the reduction of greenhouse gases, the Customer has set itself ambitious targets, in particular the decarbonization of purchases by more than 30% by 2030. As part of the pursuit of these objectives, the Customer is carrying out a Life Cycle Analysis (LCA) of the projects carried out, which requires the Supplier to transmit the environmental data for the Products to the Customer.

Consequently, upon receipt of the order, the Supplier shall send the Environmental Profile of the Product ordered ("**EPP Ecopassport**") or the Environmental and Health Declaration Sheet ("**EHDS**"). The Supplier undertakes to draw up the EPP or EHDS in accordance with the principles defined in standard XP C08-100-1, or any equivalent standard ([article 3 of the French decree of the 31th of August 2015](#)). In addition to these reference standards, certain Products may be subject to sector-specific environmental assessment guidelines ("**Product Specific Rules**" or "**PSR**").

When the Supplier transmits the aforementioned data, the Supplier shall specify whether the said data is certified. The environmental declaration is said to be certified if it (i) is published on the INIES, EPP Ecopassport or EPD international system and (ii) contains the logo referring to these programmes.

In the event that the EPP for a Product is not yet available, the Supplier undertakes to provide the default data ("**DGEM Data**" for "**Default Generic Environmental Module Data**") developed by the Ministry responsible for construction and in association with manufacturers.) DGEM data must enable the LCA to be calculated as fully as possible in the absence of specific data. They are based on averages from Environmental and Health Data Sheets and/or EPP for equivalent products, or on hypothesis defined by the ministry in charge of the construction for products that have not been subject of any environmental declaration.

In the event that the DGEM Data is not available, the Supplier shall communicate the carbon weight of the Product (CO<sub>2</sub> equivalent weight of the various elements composing it) and to specify the calculation hypothesis used if it is not a certified calculation or to fill in a specific questionnaire.

### **8.3 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.

### **8.4 Non-Solicitation**

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The Parties agree to refrain, for the duration of the Order and for a period of twelve (12) months from its termination for any reason, from intentionally soliciting for employment any other employee of the other Party who has received Confidential Information from or has been directly involved in the performance of the Services, without the express written consent of the other Party. This clause is not intended to limit the freedom of mobility of each Party's employees. This prohibition does not prevent either Party from conducting recruitment campaigns or making an offer of employment to an employee of the other Party in response to an unsolicited application that the latter has voluntarily submitted, whether received by the Party concerned directly or indirectly. In the event of a breach of this obligation by one of the Parties, the latter shall pay to the other Party compensation equal to six (6) months' gross salary of the employee concerned.

### 8.5 Combating illegal employment

As a player in the building, public works, energy and services sectors, the Customer is aware of the problems associated with illegal employment and has developed tools to prevent and combat it.

In accordance with the French Labor Code, the Supplier established in France or abroad undertakes to provide the Customer, upon acceptance of the Order, prior to its performance and every six (6) months during its performance, with all of the documents as set forth in Articles L.8222- 1 et seq., L.8254- 1 et seq., D.8222- 5 et seq. and D.8254- 2 et seq. of the French Labor Code.

The French Supplier shall deliver to the Customer on the day the Order is signed :

- an extract from its registration with the Registre du Commerce et des Sociétés (extract K or K-bis) dated less than three (3) months or an extract from its registration with the Registre national des entreprises as a company in the trades and crafts sector;
- a certificate of provision of social security declarations and payment of social security contributions, issued by the social protection authority responsible for collecting the contributions, dated less than six (6) months, the authenticity of which the Customer shall check;
- an up-to-date list of all foreign employees subject to work permits employed by the Supplier.

The foreign Supplier shall deliver to the Customer on the day the Order is signed :

- a document showing the Supplier's intra-Community VAT number or, if the Supplier is established outside the European Union, the contact details of its tax representative in France;
- proof of the Supplier's registration in a professional register in the country in which it is established or domiciled, dated less than three (3) months; this document shall then be provided every three (3) months during the performance of the Order;
- a certificate of provision of social security declarations and payment of social security contributions, issued by the social protection authority responsible for collecting the contributions, dated less than six (6) months ;
- the list of foreign employees (from outside the European Union and the European Economic Area) employed by the Supplier and subject to a work permit.

When the Supplier's personnel, whether French or foreign, enters the Customer's sites, the Supplier shall provide the Customer with a document certifying the identity and nationality, and where applicable a residence permit or work permit, of each employee.

The Supplier shall respect and ensure that its personnel respect the site access policies set up by the Customer.

Documents must be provided in French or, if they are written in a foreign language, translated into French by a sworn translator in France.

If any of these documents are not received by the deadlines set out above, the Customer shall prohibit the Supplier's personnel from accessing the site and the Order may be terminated as of right without the Supplier being entitled to claim any compensation whatsoever, and notwithstanding the Customer's right to claim damages.

## **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 Each Party undertakes to comply with the provisions of 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, and with any other law, recommendation or regulation of a competent French or European authority (together referred to as the "Personal Data Protection Laws"). Terms defined in the GCP with a capital letter other than those defined in the Order shall have the meaning given to them in the Personal Data Protection Laws.

9.3 In the event that the Supplier is required to process Personal Data on behalf of the Customer as a Data Processor, 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 (i) to put in place and maintain throughout the duration of the Order all technical and organisational measures appropriate to the nature of the Personal Data processed and to the risks presented by the Processing carried out; (ii) not to sub-contract the Personal Data without the prior and express agreement of the Customer; (iii) not to transfer Personal Data to third countries that do not provide an adequate level of protection within the meaning of the Personal Data Protection Laws without the prior and express agreement of the Customer; (v) at the end of the Order, to return a copy of the Personal Data to the Customer within an appropriate period of time which may not exceed 1 (one) month and to delete any copy of the Customer's Personal Data, unless it is obliged by law to retain it.

The Customer's instructions will be set out in a Data Processing Agreement ("DPA") as appropriate.

9.4 Concerning data processed by the Customer as Data Controller, the Supplier is hereby informed that such data is used exclusively for managing the Orders. Data Subjects have the right to ask the Data Controller for access to their Personal Data, for it to be rectified or erased, or for the processing thereof to be restricted, as well as the right to object to the processing thereof and the right to data portability. Data Subjects may exercise their rights with the Customer by sending a request to [privacy.france@equans.com](mailto:privacy.france@equans.com).

## **10. Intellectual property**

10.1 For the purposes of this provision, the following terms shall be understood as :

- **Prior Knowledge** means any know-how and/or any items protected by an intellectual property right and created, developed, produced, acquired or held by each of the Parties, either (i) prior to the date of the Order, or (ii) after the date of the Order created, developed, produced, acquired or held independently of the performance hereof and necessary for its performance.

- **Specific Development** means any Products, Services and/or Works developed solely for the Customer's needs in order to meet its own specifications.

- **Results** means all information and knowledge, whether patented or not, patentable or not, including know-how, trade secrets, commercial secrets, data, databases, software (in its source code and object code versions), files, plans, diagrams, drawings, formulae and any other type of information, in any form whatsoever, developed by the Supplier for the purposes of performing the Products, Services, Supplies and/or Works which are the subject of the Order.

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10.2 Each Party shall remain the owner or holder of its Prior Knowledge. The Parties undertake not to directly or indirectly infringe the intellectual property rights and/or copyrights of the other Party and not to use such Prior Knowledge other than for the purposes of the Order.

10.3 The Supplier warrants that it holds all intellectual property rights necessary for the performance of the Order. The Supplier undertakes (i) to adapt, at its own expense, the Products, Services and/or Works that infringe the intellectual property rights of a third party or (ii) to replace them, at its own expense, with similar or equivalent Products, Services and/or Works or (iii) to obtain, at its own expense and on behalf of the Customer, the right to continue to use the disputed Products, Services and/or Works within a period of time deemed by the Customer to be compatible with its business or (iv) to reimburse the Customer for all sums paid under the Order. These stipulations do not limit the Customer's right to claim damages from the Supplier or to bring any action.

In the event that 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 prejudice, losses, damages, actions, expenses, costs and fees that may be incurred by the Customer (including legal fees) in connection with any action brought by a third party alleging that the Supply and/or any means or elements supplied by the Supplier under the Order constitute an infringement, an act of parasitism, unfair competition or any other violation of its intellectual property rights.

This indemnity provision and the resulting obligations shall remain in force for as long as the Products, Services and/or Works are used by the Customer.

10.4 The Order does not confer on either Party any right whatsoever in respect of the names, trademarks, logos or other distinctive signs of the other Party, including by way of commercial reference.

10.5 In the event that all or part of the Products, Services and/or Works contain software, the source codes of this software, if they are not transmitted to the Customer under a Specific Development, shall be deposited with an independent organization, authorized to keep the said codes and to make them available to the Customer in the event of the failure, disappearance, transfer or cessation of the Supplier or of the Supplier's relevant branch of activity.

10.6 The Supplier grants the Customer, in respect of its Prior Knowledge, on a non-exclusive basis with authorization to sub-license to any third party, a right to use, reproduce, market and exploit the Products, Services and/or Work that the Customer intends to make use of it, for the entire duration of the protection of the intellectual property rights and throughout the world.

The Supplier hereby assigns, as and when they are produced, and guarantees that any subcontractors will assign to the Customer, in accordance with the provisions of the French Intellectual Property Code, all the intellectual property rights attached to the Results resulting from the production of the Products, Services and/or Work which are the subject of the Order, including, in particular, the right to use, reproduce, represent, exploit, market, modify and adapt them for any use that the Customer may wish to make of them, on any medium and by any means known or unknown to date, for as long as the intellectual property rights are protected and throughout the world.

As and when the Specific Developments are completed, the Supplier transfers to the Customer, and guarantees that any subcontractors will transfer to the Customer, on an exclusive basis, all the exploitation rights relating to the Specific Developments, in particular the rights of reproduction, representation, translation, adaptation and marketing, on any medium and by any means known or unknown to date. This transfer is made for the duration of the intellectual property rights and for the whole world. This transfer of intellectual property is made as and when the Specific Developments are completed.

The Supplier undertakes to sign any deed, assignment or any other document that may be necessary for the Customer to register and obtain any intellectual property rights over the Results and the Specific Developments. If the regulations relating to intellectual property rights do not allow this advance assignment, the Supplier undertakes to assign these intellectual property rights to the Customer in a separate deed and at no additional cost.

10.7 The grant and assignment described above shall be 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 Order 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 Order. 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 two million and five hundred thousand euros (€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 the GCP or any breach that cannot be remedied.

Termination without prior notice can also take place in the event of a breach of Article 8.1/A of the GCP, 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, confidentiality and protection of Personal Data.

12.2 Without prejudice to Article 12.1 of the GCP, the Customer has the right to immediately suspend, by written notice, the execution of the Order 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.

In addition, the Customer may suspend execution of the Order 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 in order to enable resumption of the Supply (Services or Works) by the Customer or any service provider designated by the latter 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.

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12.4 Notwithstanding any other provisions, the Customer may terminate an Order without any default of the Supplier at any moment subject to a prior written notice of ten (10) days. This termination per convenience shall effective ten (10) days following the notice by the Customer and the Supplier shall be entitled exclusively to the payment of Services performed and invoiced at the date of termination without further compensation under the Order.

### **13. Environmental and Social Responsibility and Ethics - Embargo**

#### **13.1 Ethics - Social and environmental responsibility**

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. These commitments are available at <https://www.equans.fr/nous-decouvrir/qui-sommes-nous/rse/ethique-securite>

The Supplier acknowledges that it is aware of and adheres to the Customer's commitments in terms of social and environmental responsibility as set out in its reference documentation and in its Vigilance Plan. These commitments are available on the website <https://www.equans.fr/nous-decouvrir/qui-sommes-nous/rse>.

13.1.1 Accordingly, the Supplier represents and warrants to the Customer that it has complied with and will use its best effort to comply with the standards of international law and national laws applicable to the Order (including any changes thereto during the term of the Order) with respect with:

- (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 the Order), swindling, theft, abuse of corporate assets, counterfeiting, forgery and misrepresentation, and similar or related offenses;
- (viii) the fight against money laundering;
- (ix) competition law;
- (x) Personal Data Protection Laws.

13.1.2 The Supplier undertakes to regularly assess the effectiveness of the internal policies it has implemented to comply with the above standards.

13.1.3 In addition, the Supplier shall comply with and ensure that its own suppliers and subcontractors, as well as any third party involved in the performance of the Order, comply with the obligations set forth in this Article. If the Supplier performs the Order 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 of the GCP.

13.1.4 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. In this respect, the Supplier shall cooperate in the implementation of measures set out in the context of this duty and shall immediately notify the Customer of any serious breach, or any information that may constitute a serious breach of the abovementioned standards, in the scope of its relationship with the Customer.

13.1.5 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. In case of an audit, the supplier agrees to give the Customer's employees the right to access its premises and/or sites, and to provide all information and/or documents that the Customer may seek to effectively carry out the audit.

13.1.6 Any violation by the supplier of the provisions of this article shall constitute a contractual breach granting the Customer the right to suspend or terminate the Order, without any right to compensation and to the exclusive damages of the Supplier.

#### **13.2 Export controls**

The Supplier shall (i) comply with the export control regulations relating to the Order and (ii) inform the Customer (a) prior to the Order coming into force, of any export or re-export restriction affecting the Supplies, in particular concerning dual-use goods and war materials and (b) during the performance of the Order, of any change in the restriction or the coming into force of a restriction affecting the Supplies.

The Supplier represents and warrants that the Supplies, including their components, are not subject to any restrictions, if any, other than those communicated to the Customer in accordance with the foregoing.

In the event that the export and/or re-export of the Supplies is subject to the obtention of a license, authorization or approval from a public authority, the entry into force of the Order shall be subject to the effective issue of such license, authorization or approval. Where applicable, the Supplier shall communicate such license, authorization or approval as soon as it is received by the Supplier. Where applicable, the Supplier shall specify any reservations and conditions likely to have an impact on the Customer's obligations in this respect.

The Supplier shall inform the Customer without delay of the withdrawal, cancellation or non-renewal of any license, authorization or approval relating to the Supplies. In this event, the Customer may terminate the Order by simple written notification.

The Supplier shall indemnify and hold the Customer and any third party harmless from any liability and damages resulting from the Supplier's failure to comply with any obligations and declarations described in this article.

Under the terms of the present Contract, the Parties shall not sell, supply, transfer or re-export to Russia or to a third country any of the goods and technologies listed in Annexes XI, XX and XXXV of European Regulation 833/2014 in its latest version in force except in the countries listed in Annex VIII of the European Regulation, and in general any product or material covered by this Order, during and after its term. Any breach of this provision shall be considered a serious breach, giving rise to the right to terminate the Order without notice or compensation.

### **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 no. 75-1334 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 controlled companies 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

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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. Cybersecurity**

16.1 As part of the performance of the Contract, each Party undertakes to take and maintain, for the entire duration of the Order, the technical, physical, logical and organisational measures necessary to secure its own networks and information systems (including in particular its own software, its own data as well as data exchanged with the other Party) in order to prevent, detect, remedy and mitigate the impact of any cybersecurity risk, incident or vulnerability. The Supplier further undertakes to protect the Supplies and all elements that it provides or makes available to Equans France under the Order against any form of security incident, cyber threat, vulnerability, and malicious programs.

16.2 The measures taken by the Supplier to meet its obligations under this provision must comply with European and national legal and regulatory obligations relating to cybersecurity applicable to the Supplier, to the subject of the Order and to the elements it provides or makes available to Equans France, as well as with the provisions of Equans France's '[IT Security Principles](#)'.

### **17. Applicable law and dispute resolution**

17.1 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.

17.2 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.

17.3 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.