

PONTICELLI FRÈRES GROUP
GENERAL TERMS AND CONDITIONS
OF PURCHASE
March 2026

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I- Provisions common to all purchases

1. These provisions set out the General Terms and Conditions of Purchase ("GTCP") applicable to purchases entered into between the Customer (Ponticelli Frères and all Affiliates) and the Company. In the event of any conflict between the contractual documents, they shall take precedence over one another in the following order of priority: (1) the Purchase Order (2) the special terms and conditions, (3) the general terms and conditions.

2. **Definitions:** Hereinafter,

"**Affiliate**" means, in relation to Ponticelli Frères, any person or entity, whether or not having legal personality, which directly or indirectly controls Ponticelli Frères, or which is, directly or indirectly, controlled by Ponticelli Frères, or which is, directly or indirectly, under the same control as Ponticelli Frères.

"**Goods**" means the materials as well as the supplies, goods, equipment and all related services (maintenance, after-sales service, etc.) delivered by the Supplier in accordance with the Purchase Order.

"**Purchase Order**" means, collectively, the agreement between the Customer and the Company comprising the Purchase Order form, these GTC, as well as any special conditions, specifications, data sheets, drawings, annexes and other documents attached to the Purchase Order.

"**Customer**" means Ponticelli Frères and/or any Affiliates within the meaning of Article L.233-1 of the French Commercial Code.

"**Control, Controlled, Controlling**" refers to "control" as defined in paragraphs I and II of Article L. 233-3 of the French Commercial Code

"**Company**" means the Supplier and/or the Service Provider or the Subcontractor, depending on the nature of the purchase made by the Customer.

"**Supplier**" means the company fulfilling the Customer's Purchase Order for the supply of Goods.

"**Service Provider**" means the company responding to the Customer's Purchase Order for the provision of a Service.

"**Services**" means all the services to be performed by the Service Provider (maintenance, support, consultancy, training, etc.), in accordance with the Purchase Order and any specifications attached thereto.

"**Price**" means, collectively, the rates or prices as set out in the Purchase Order.

"**Subcontractor**" means the company responding to the Client's Purchase Order for the performance of an activity falling within the legal framework of subcontracting.

"**Subcontracting**" means all the activities to be carried out by the Subcontractor in accordance with the Purchase Order and any specifications attached thereto.

3. **Acceptance of the Purchase Order:** The Purchase Order shall be deemed accepted by the Company upon the first of the following events: a) receipt by the Client of an acknowledgement of receipt from the Company; or b) the absence of a written refusal from the Company within two (2) working days of receipt of the Purchase Order. The Client reserves the right to revoke or withdraw the Purchase Order in whole or in part until it has been accepted by the Company.

4. **Invoicing and Payment:** Unless otherwise specified in specific terms and conditions, invoicing shall take place after completion of either the Service (or in accordance with the schedule set out in the Purchase Order), or the subcontracting or supply of the Goods.

Unless otherwise specified by the Client in the Purchase Order, payment shall be made by bank transfer within 45 days from the end of the month following the date of issue of a valid invoice. Each invoice shall be issued in a format approved by the Client and shall include all mandatory legal and contractual details (including the Purchase Order number). In particular, each invoice must refer to a single Purchase Order (any invoice referring to multiple orders shall be rejected and must be corrected).

Unless otherwise specified, the invoice shall be accompanied by a certificate of service issued or any equivalent document attesting to the satisfactory performance of the Service, or of the subcontracting or supply of the Goods. The Client shall pay the uncontested portion of any compliant invoice within the agreed timeframe. In the event of a dispute regarding an invoice (error, non-compliance of the Services, Goods or subcontracting, missing document, etc.), the Client shall notify the Company of the disputed items within thirty (30) days of receiving the invoice. Payment of the uncontested portion shall be made on the due date, and payment of the balance may be suspended until the dispute is resolved, without this constituting a delay in payment attributable to the Client. In any event, payment of an invoice by the Client shall not constitute definitive acceptance of the Service, subcontracting work or supply of Goods that do not comply with the terms of the Purchase Order.

5. **Submission of invoices:** Invoices shall be sent in accordance with the terms specified in the Purchase Order. In particular, the Company undertakes to submit its invoices electronically via the electronic platform specified by the Client, in accordance with the procedures and technical formats provided. Each invoice:
- a) shall be issued in a format accepted by the said platform,
 - b) shall contain all information required by law and under the contract,
 - c) must refer to a single Purchase Order.

The Company acknowledges that compliance with these terms is a condition for the proper processing of its invoices by the Client. In the event of non-compliance of an invoice, the Client may suspend payment until the issue is rectified, without such delay being attributable to the Client.

6. **Compliance:** The Company guarantees that the Service, or the Subcontracting, or the Goods comply with the rules of professional practice and standards of compliance, in order to meet the Client's objectives.
7. **Inspection:** The Client (and/or any person appointed by the Client) may verify the compliance of (i) the Service during its performance or after its completion, (ii) the Subcontracted Work during its performance or after its completion, (iii) the Goods prior to their delivery. The Company shall provide free and unrestricted access, at any reasonable time, to the sites or facilities it uses to enable such inspection by the Client.
8. **Company Personnel:** The Company retains, in all circumstances, the management and responsibility for its personnel. The Company remains solely responsible for the administrative management, supervision and control of its personnel, as well as for their compliance with applicable social legislation.

The Company shall maintain adequate insurance covering any accidents or damage that its employees may suffer or cause whilst working at the Client's premises.

If the Service, subcontracting and supply of the Goods are carried out on the Client's premises, the Company's staff must strictly comply with the Client's internal regulations and the health and safety rules applicable on site. The Company undertakes to provide its employees with the necessary protective equipment and work clothing, and to ensure that they are clearly identifiable as Company staff (name badge, etc.).

All the Company's employees remain under its full hierarchical and disciplinary authority; under no circumstances may they be regarded as employees of the Client. The Company assumes full responsibility for its obligations as an employer (remuneration, social security declarations, etc.) and shall deal with any disputes that may arise with its staff.

The Company undertakes to comply with applicable social legislation (in particular regarding undeclared work, the employment of foreign workers, etc.) and shall indemnify the Client against any consequences arising from a breach of these obligations.

9. **Compliance with legislation:** The Company must, at its own expense, comply with all laws and regulations applicable to it under the Purchase Order. In particular, the Company declares that it complies with labor regulations (regular employment of its staff, health and safety, working hours, etc.), tax and social security regulations, as well as any specific standards (technical standards, administrative authorizations, etc.).

As a specialist professional, the Company acknowledges that it has a duty to advise and inform the Client. As such, it undertakes to:

- (a) inform the Client clearly and fully of any technical or regulatory constraints that may affect the compliance or performance of the Service, or the safety and compliance of the Goods;
- (b) report without delay any legal or regulatory changes affecting the performance of the Purchase Order;

(c) provide the Client, upon request, with any document or information useful for a proper understanding of the Service and/or the characteristics of the Property.

The duty to provide information applies throughout the duration of the Order Form, as well as during the preparation and post-execution monitoring phases.

10. **Non-exclusivity:** The Company acknowledges that no exclusivity is granted to it. The Client remains free to engage any third party of its choice for Services or supplies similar to or related to those entrusted to the Company. No provision of the Purchase Order nor any conduct on the part of the Client shall be construed as guaranteeing the Company a volume of business or an exclusivity commitment.

11. **Termination:**

11.1 Termination at the Customer's discretion: The Customer may, at any time, terminate the Purchase Order, in whole or in part, at its discretion. The Customer shall notify the Company of such termination in writing, giving reasonable notice. The Company shall be entitled to pro rata payment for the Service or Subcontracting and/or the supply of the Goods duly performed as at the date of termination, to the exclusion of any compensation for the unperformed part, unless otherwise agreed. The parties shall negotiate in good faith any adjustment to take account of this early termination.

11.2 Termination for breach: The Client may terminate the Purchase Order as of right, without compensation, in the event of a material breach by the Company of its obligations. The following, in particular, constitute a material breach justifying immediate termination: (i) any proven infringement of the intellectual property rights of the Client or a third party; (ii) the provision of falsified or misleading documents or statements; (iii) the use of unlawful methods or methods that do not comply with applicable standards in the performance of the Service, the Subcontracting or the supply of the Goods. Termination shall take effect upon simple written notice specifying the reason, without prejudice to any damages to which the Client may be entitled. In the event of termination for breach of contract, the Client shall not pay for the Service or any unfulfilled deliveries of the Goods and may claim a refund of any sums already paid in respect thereof. Furthermore, the Client may have the Service, the Subcontract or the unfulfilled deliveries of the Goods performed by a third party, at the Company's expense. The exercise of the right of termination for breach does not affect the Client's right to claim compensation for the loss suffered as a result of the Company's breaches.

12. **Indemnification:** The Company shall defend, indemnify and hold harmless the Client against any loss, damage, liability, proceedings, legal action, claim, demand, cost and expense arising from any actual or alleged infringement or breach of any patent, design, trade mark, name, copyright or other right in which any person or company has an interest arising from, or caused by, the Services, the Subcontracting, the Goods or the Customer's use of the Goods.

13. **Insurance:** The Company undertakes to take out and maintain, throughout the term of the Purchase Order (including the warranty period), the necessary insurance covering the risks arising from the performance of its obligations.

The Company shall take out Professional Indemnity insurance covering bodily injury, property damage and consequential loss caused to the Client or third parties as a result of the Service or Subcontracting and/or the supply of the Goods. The sum insured per claim shall be two million five hundred thousand euros (€2,500,000).

Upon request, the Company shall provide the Client with an up-to-date certificate of its insurance cover. In the event of a failure to provide compliant insurance, the Client may take out any necessary policy at the Company's expense or terminate the contract for breach. It is agreed that these insurance obligations do not exempt the Company from its unlimited liability for damages not covered or exceeding the insurance limits.

14. **Bank guarantees:** Bank guarantees must be provided by the Company at the Client's request.
15. **Entire Agreement:** The Purchase Order constitutes the entire agreement between the Client and the Company. It supersedes and cancels any prior offer, proposal or communication. No general terms and conditions of the Company (appearing on its quotations, invoices, etc.) shall apply, unless expressly accepted in writing by the Client.
16. **Notifications:** Any notice or communication transmitted or sent, or required to be sent in accordance with the Purchase Order, must be addressed in writing to the contact details of the relevant party as stated on the Purchase Order.
17. **Assignment:** The Company may not assign, transfer or subcontract all or part of its rights and obligations under the Purchase Order without the Client's prior written consent. This prohibition applies even in the event of a change of control of the Company.
- Any authorization to subcontract does not relieve the Company of its liability: it remains responsible for the proper performance of the Purchase Order and the acts of its subcontractors.
18. **Amendment:** No agreement or other form of arrangement modifying the terms of the Purchase Order shall be binding on the Customer unless such agreement or arrangement is in writing and signed by a representative duly authorized by the Customer.
19. **Waiver:** Any waiver by the Client of the right to rely on a breach or violation by the Company of any of the provisions herein shall not constitute a waiver of the right to rely on any subsequent or additional breach or violation of that provision, nor of any other provision of the Purchase Order.

No waiver by the Client of any provision of the Purchase Order shall be valid unless made in writing.

20. **Client's Liability:** The Client's liability to the Company arising from the Purchase Order shall be limited to the value of the Purchase Order, or, for any single item on a Purchase Order, to the value of that item.

21. **Anti-corruption and anti-fraud measures:** The Company undertakes to establish and maintain reasonable systems, procedures and controls designed to prevent and detect any form of fraud, corruption, money laundering or influence peddling in connection with the performance of this Agreement.

The Company strictly prohibits itself from engaging, directly or indirectly, in any fraudulent or abusive practice, including the falsification of documents, the concealment of essential information, the manipulation of invoices or any other such practice. The Company undertakes to inform the Client immediately of any fact or suspicion of fraud or corruption brought to its attention and to cooperate fully with the Client in the context of any audits or investigations that may be initiated.

The Client's whistleblowing scheme is accessible at this address: <https://ponticelli.integrityline.com/>

In the event of a breach of this clause, the Customer may, following a formal notice that has remained unheeded for a period of fifteen (15) calendar days, give written notice of the automatic termination of the Purchase Order, without prejudice to any damages to which the Customer may be entitled.

22. **Compliance with Corporate Social Responsibility (CSR) commitments:** The Company undertakes to comply with all applicable laws, regulations and standards, in particular regarding human rights, anti-corruption, free and fair competition, personal data protection and international embargoes. The Company declares that it has taken note of the Client's ethical and CSR commitments, in particular regarding respect for fundamental human and social rights, anti-corruption, environmental protection, combating climate change, health and safety at work, and the rules of fair competition. These commitments are available on the Client's website, specifically in its Code of Ethical Conduct: <https://www.ponticelli.com/engagements/responsabilite-societale-2023/>

The Company undertakes to respect these principles and to put in place the necessary measures to ensure their implementation. The Company shall refrain from engaging in practices contrary to the aforementioned commitments, such as forced labor, child labor, discrimination, corruption, fraudulent practices or any violation of applicable standards relating to sustainable development. The Company undertakes to cooperate with the Client in the event of any verification or audit aimed at monitoring compliance with these commitments. The Company undertakes to inform the Client immediately of any fact or suspicion of a breach of one or more of the Client's CSR commitments brought to its attention and to cooperate fully with the Client in the context of any verifications and investigations that may be undertaken.

The Client's whistleblowing system is accessible at this address: <https://ponticelli.integrityline.com/>

In the event of a breach of this provision, the Client may, following a formal notice remaining unheeded for a period of fifteen (15) calendar days, give written notice of the automatic termination of the Purchase Order, without prejudice to any damages to which it may be entitled.

The Company undertakes to comply with the fundamental conventions of the International Labor Organization (ILO), in particular regarding freedom of association, non-discrimination, the prohibition of forced labor and child labor, and safe and fair working conditions. The Company undertakes to identify and prevent serious breaches of human rights and environmental rights that may result from its activities and those of its subcontractors or suppliers.

23. **Environment:** The Company is required to take all necessary measures, at its own expense, to ensure the protection of the environment and undertakes to manage waste arising from its work in accordance with applicable regulations and the environmental regulations of the Client and/or its client.
24. **Force majeure:** Neither party shall be held liable for the total or partial non-performance of its obligations if such non-performance results from an event of force majeure as defined below. An event of force majeure is deemed to be any unforeseeable, unavoidable and external event beyond the reasonable control of the party invoking it, which prevents or restricts the normal performance of the Purchase Order. The following, in particular, shall be deemed to constitute force majeure, without this list being exhaustive:
- natural disasters (earthquakes, storms, floods, etc.),
 - fires,
 - epidemics or pandemics,
 - acts of war, acts of terrorism, riots or popular uprisings,
 - total or partial strikes, whether internal or external to the parties,
 - disruption to transport or supply routes,
 - unforeseen legislative, regulatory and/or governmental restrictions,
 - major IT failures or blockages of communication networks.
- The affected party must notify the other party without delay of the occurrence of such an event, specifying its nature and, as far as possible, its expected duration. If the impediment persists for more than one (1) month, either party may terminate the contract automatically by registered letter with acknowledgement of receipt.
25. **Governing law:** The Purchase Order shall be governed by, construed and interpreted in accordance with French law. However, if the performance of all or part of the contractual obligations takes place in a country other than that whose law has been chosen, it is expressly agreed that the mandatory provisions of the law of the country of performance, from which no derogation is permitted by agreement, shall apply to the extent that they render the performance of the contract unlawful or impossible, or to the extent that their application is required by the public policy of the country of performance.
26. **Jurisdiction:** Any dispute relating to the conclusion, interpretation or performance of the Purchase Order shall fall within the exclusive jurisdiction of the courts in the

jurisdiction of the Customer's registered office, including in the event of multiple defendants and/or third-party proceedings.

27. **Confidentiality:** The Company undertakes to keep strictly confidential all information, data, documents, specifications, know-how, processes, results, reports, as well as any element of a technical, commercial, financial or strategic nature, communicated by the Client or obtained in the course of the performance of the Purchase Order (hereinafter the "Confidential Information"). The Company shall not, without the Client's prior written consent, disclose, communicate or make available, directly or indirectly, all or part of the Confidential Information to third parties, except to its duly authorized staff or subcontractors who need to know such information for the performance of the Purchase Order and who are themselves subject to an equivalent confidentiality obligation.

This confidentiality obligation shall apply throughout the term of the Purchase Order and shall continue for a period of five (5) years following its termination, regardless of the cause.

In the event of a breach of this clause, the Company acknowledges that the Client may bring any action for compensation for the damage suffered, without prejudice to its right to terminate the Purchase Order for breach of contract and to seek any interim measures or injunctions from the competent courts. It is expressly agreed that this confidentiality obligation does not apply to information which:

- a) was already known to the Company prior to its disclosure by the Client, without any obligation of confidentiality;
- b) has entered the public domain other than through a breach of this clause;
- c) has been lawfully obtained from a third party not bound by a confidentiality obligation;
- d) must be disclosed pursuant to a legal or regulatory obligation, provided that the Company informs the Client in advance to the extent permitted by law.

28. **Personal Data Protection (GDPR):** In the course of fulfilling the Purchase Order, the Company may be required to process personal data on behalf of the Client. The Company undertakes to strictly comply with the applicable regulations regarding the protection of personal data.

The Company shall refrain from processing personal data for its own purposes. It undertakes to:

- a) process personal data solely on the basis of documented instructions from the Client and only for the purposes necessary for the performance of the Purchase Order;
- b) implement all appropriate technical and organizational measures to ensure the security, confidentiality and integrity of personal data;
- c) ensure that persons authorized to process personal data undertake to maintain confidentiality or are subject to an appropriate legal obligation of confidentiality;
- d) not to transfer personal data outside the European Union without the Client's prior written consent and without safeguards in accordance with the GDPR;

e) assist the Client in complying with its legal obligations, in particular regarding the rights of data subjects, the notification of data breaches and the carrying out of impact assessments;

f) to delete or return, at the Client's discretion, all personal data processed on its behalf upon expiry of the Purchase Order, unless there is a legal obligation to retain such data.

In the event of a breach by the Company of its obligations under this clause, the Client may bring any action for compensation for the loss suffered, without prejudice to its right to terminate the Purchase Order for breach of contract and to seek any interim measures or injunctions from the competent courts.

29. **Cybersecurity:** The Company shall implement all necessary technical and organizational measures to ensure the security, confidentiality, integrity and availability of the Client's data, systems and equipment. The Company shall apply industry standards, in particular the ISO/IEC 27001 standard.

The Company shall notify the Client, within 24 hours at the latest, of any security incident likely to affect the Client's data or systems. The Company shall cooperate fully in the analysis, remediation and implementation of corrective measures, including in the event of an incident involving a subcontractor.

Where the incident constitutes a breach of an automated data processing system, the Company shall take the necessary steps to enable a claim to be filed as soon as possible, in accordance with the applicable cyber insurance requirements.

The Client may carry out any audit or inspection to verify compliance with cybersecurity obligations. The Company guarantees that its subcontractors comply with equivalent requirements and remains liable for any breach of these obligations

30. **Intellectual property:** The Company acknowledges that all intellectual and industrial property rights (patents, trade marks, designs, copyright, software, databases, know-how, processes, technical documents, reports, studies, deliverables, etc.) created, developed or provided in connection with the performance of the Purchase Order belong exclusively to the Client, unless otherwise expressly stipulated in writing. The Company shall refrain from using, reproducing, representing, adapting, modifying, transferring or exploiting, directly or indirectly, any element protected by intellectual property rights belonging to the Client or a third party, outside the performance of the Purchase Order.

This obligation shall apply throughout the term of the Purchase Order and shall continue for a period of five (5) years following its termination, regardless of the cause. In the event of a breach of this clause, the Company acknowledges that the Client may bring any action for compensation for the damage suffered, without prejudice to its right to terminate the Purchase Order for breach of contract and to seek any interim measures or injunctions from the competent courts.

It is expressly agreed that the Company shall remain the owner of its own intellectual property rights prior to and independent of the Purchase Order. However, the Company grants the Client, free of charge, a non-exclusive, worldwide and irrevocable license to use said rights strictly necessary for the exploitation of the Services and/or Goods covered by the Purchase Order.

II- Provisions relating to the purchase of Goods

31. **Supply:** The Supplier agrees to sell and the Customer agrees to purchase the Goods covered by the Purchase Order, at the Price stated in the Purchase Order and in accordance with these GTC.

32. **Deadlines:** The delivery deadlines set out in the Purchase Order are binding. They constitute a decisive condition of the Customer's consent. In the event of an unauthorized delay beyond this deadline, the Customer may, without prejudice to any other rights:

- a) cancel or terminate the Purchase Order without any obligation to pay the Supplier or to pay compensation;
- b) engage a third party to carry out the supply of Goods at the Supplier's sole expense;
- c) grant a written extension of the deadline if the Supplier makes a reasoned request within a reasonable timeframe

33. **Price:** The Price stated on the Purchase Order for the purchase of Goods is firm, fixed and non-revisable. It represents the total cost incurred by the Customer: consequently, no surcharge, indexation or additional charge may be applied without the Customer's prior written consent. The Price includes all costs and expenses incurred by the Company in supplying the Goods in accordance with the Purchase Order, including, where applicable, transport, packaging and insurance costs, as well as all applicable duties, taxes (excluding VAT) or fees. In the event of a reduction in the costs incurred by the Company, the Company undertakes to pass this on to the Customer by means of a corresponding reduction in the Price.

34. **Packaging, transport and delivery:** The Supplier undertakes to supply the Goods and all necessary documentation to the Customer at the delivery point specified on the Purchase Order. In the event that the Goods (including the documentation) are not delivered correctly, the Supplier shall bear any expenses arising from such failure to deliver (as specified on the Purchase Order). The Supplier undertakes to arrange for the dispatch, transport and delivery of the Goods by transport companies at its own expense. The Supplier shall ensure that the packaging and dispatch of the Goods guarantee that they are received by the Customer undamaged and in accordance with the Customer's expectations. The Company undertakes to be liable for any damage, loss, defect or alteration to the Goods, whatever the cause, as noted by the Customer upon receipt.

35. **Right of refusal:** Without prejudice to any other rights, the Customer may refuse to accept delivery of the Goods at no cost if, upon inspection and within ten (10) working days of delivery of the Goods to the Customer, the Goods are found to be defective or do not correspond to the agreed quality or quantity, or are not fit for their intended purpose. The Customer may, at its sole and absolute discretion, request that the defective Goods be repaired or replaced at the Supplier's sole expense.
36. **Transfer of risk:** The risk relating to the Goods shall pass to the Customer upon the proper delivery of the Goods to the Customer's premises and/or those of its agents, as specified on the Purchase Order.
37. **Title to the Goods:** The Supplier shall provide the Customer with a valid title to the Goods, free from any charge, interest or right in favor of third parties that may affect or encumber the Goods covered by the Purchase Order. Title to the Goods shall pass to the Customer upon the earlier of the following events: (i) payment of the Price in full or in part by the Customer, (ii) full or partial delivery of the Goods.
38. **Warranty:** In addition to any warranty that may be provided for by the law governing this sale and purchase, the Supplier expressly warrants to the Customer and its successors, assigns and beneficiaries that the Goods covered by the Purchase Order shall conform to the specifications set out in the Purchase Order and shall be fully fit for the purpose defined by the Customer (as detailed in the Purchase Order).

In the event that any Goods do not comply with the above, the Supplier expressly agrees that the Customer, in addition to any other rights it may have under the Purchase Order, may require the Supplier to repair or replace the Goods in question, at the Supplier's expense. The Supplier guarantees that the delivered Goods comply with the contractual specifications for a period of two (2) years from the date of delivery. Furthermore, the Supplier undertakes to ensure the availability of spare parts necessary for the use and maintenance of said Goods for a period of five (5) years following the date of termination of the contract, regardless of the cause.

39. **Maintenance of the Goods:** If provided for in the Purchase Order, the Supplier undertakes to carry out a regular program of scheduled maintenance visits for the Goods at the Customer's premises. The frequency and duration of these visits shall be determined in advance in agreement with the Customer.

During the maintenance visit, the Supplier must:

- a) Carry out inspections and preventive maintenance to keep the Asset in perfect working order.
- b) Respond to any request for urgent corrective action on the Asset reported by the Customer.
- c) To respond to any request from the Customer for various maintenance services on the Property.

In the event of a duly noted malfunction of the Property requiring the Supplier's intervention, the Supplier shall, at the Customer's request, carry out repairs during the service round. If it is not possible to meet such a request, either because the duration of the repair is too long in

relation to the estimated duration of the service round, or because the nature of the work requires the intervention of a technician with different expertise, the Supplier shall inform the Client's representative and agree with them on a date for the repair, which shall be carried out as soon as possible.

At the end of each round and/or corrective intervention, the Supplier shall draw up a service report specifying the start and end times of the intervention, the nature of the work carried out on the Property and the list of supplies used on the Property. These service reports shall be submitted by the Supplier to the Customer for signature no later than the day following each round and/or corrective intervention on the Property.

40. **After-sales service for the Goods:** The Supplier shall perform these Services in accordance with best practice, the current state of the art and the wear and tear of the Goods. Furthermore, and provided that the Goods comply with the specifications set out in the regulations in force, the Supplier undertakes to provide after-sales service in accordance with the laws and regulations. The Supplier shall comply, in respect of access to the premises and the performance of after-sales services, with the safety instructions and regulations in force at the Customer's premises.
41. **Penalties for delay:** In the event of a delay in the delivery of Goods attributable to the Supplier, the latter shall be liable, as of right following a formal notice that has remained without effect, to a fixed penalty equal to 0.5% of the pre-tax amount of the Purchase Order per calendar day of delay. The penalty is payable without prejudice to the Customer's right to claim full compensation for the actual loss suffered as a result of the delay or to terminate the contract on the grounds of the Supplier's fault if the conditions for doing so are met

III- Provisions relating to the purchase of Services

42. **Services:** The Service Provider undertakes to perform, and the Client undertakes to ensure are performed and to pay for, the Services described in the Purchase Order, for the agreed Price and in accordance with these General Terms and Conditions. The Service Provider acknowledges having received from the Client all necessary information (requirements, deadlines, place of performance, intended objectives) to perform the Services in accordance with the requirements of the Purchase Order.
43. **Deadlines:** The deadlines for performance set out in the Purchase Order are binding. They constitute a decisive condition of the Client's consent. In the event of an unauthorized delay beyond this deadline, the Client may, without prejudice to any other rights:
- a) cancel or terminate the Purchase Order without any obligation to pay the Service Provider or to pay compensation;
 - b) engage a third party to perform the Service at the Service Provider's sole expense;
 - c) grant, in writing, an extension of the deadline if the Service Provider makes a reasoned request within a reasonable timeframe

44. **Price:** The Price stated on the Purchase Order for the Services is a lump sum, unless otherwise stipulated in the Special Conditions. It includes all costs and expenses necessary for the performance of the Service in accordance with the Purchase Order, including, where applicable, travel and accommodation costs, tools, as well as all applicable duties, taxes (excluding VAT) or fees. However, the Price may be amended or revised in the cases and in accordance with the terms expressly provided for in the Special Conditions or by written agreement of the Client. In the event of a reduction in the costs incurred by the Company, the Company undertakes to pass this on to the Client by means of a corresponding reduction in the Price.

45. **Performance of the Service:** The Service Provider undertakes to perform the Service (including the delivery of any related documentation or deliverables) at the location and within the timeframes specified in the Purchase Order. The Service shall be performed at the Client's premises or remotely in accordance with the terms set out in the Purchase Order. In the event of non-compliance with these terms, the Service Provider shall bear all costs necessary to perform or complete the Service correctly in accordance with the Purchase Order. The Service Provider shall ensure that any deliverable or result provided to the Client is usable and complies with the contractual requirements.

46. **Right of refusal:** Without prejudice to any other rights, the Client may refuse any Service which it finds to be non-compliant or defective within ten (10) working days of its completion and/or the delivery of deliverables. In the event of refusal, the Client shall notify the Service Provider of the reasons.

The Client may then, at its discretion, (i) require the Service Provider to correct or redo, at its own expense, the non-compliant Service as soon as possible, or (ii) cancel the non-compliant Service (in whole or in part). In the latter case, the cancelled Service shall be deemed not to be due and shall not be invoiced; if payment has already been made, the Service Provider shall reimburse the Client as soon as possible. The absence of an immediate response from the Client following completion of the Services shall not constitute tacit acceptance in the event of non-conformity.

47. **Transfer of risk:** The Service Provider assumes full responsibility for the risks associated with the Service until its receipt or express acceptance by the Client. Until the Service has been accepted without reservation, the Service Provider retains custody of it and bears the cost of any damage that may occur, including the loss or deterioration of a deliverable. Upon satisfactory acceptance of the Service, the risks are transferred to the Client.
48. **Warranty:** The Service Provider grants a contractual warranty of satisfactory performance of the Service, in addition to any applicable statutory warranties. Unless otherwise stipulated, this warranty shall apply for two (2) years from the date of acceptance of the Service by the Client. During this period, the Service Provider undertakes, at the Client's first request, to remedy

promptly and at no cost any defect, non-conformity or deficiency in the Service identified after completion (for example, correcting an incorrect deliverable, reworking a partially completed Service, etc.).

If the Service Provider fails to remedy the problem within a reasonable timeframe set by the Client or in the event of an emergency, the Client may engage a third party to rectify the defect, at the Service Provider's expense, without prejudice to the Client's other rights. Any intervention by the Service Provider under this warranty shall extend the two-year warranty period for the relevant part of the Service by the same duration (from the date the correction is made).

49. **Penalties for delay:** In the event of a delay in the performance of the Service attributable to the Service Provider (excluding cases of force majeure), the Service Provider shall, as of right and following a written formal notice that has remained without effect, incur a penalty of 0.5% of the pre-tax amount of the Purchase Order per calendar day of delay. Unless otherwise specified, this penalty is capped at 10% of the total order amount. The penalty is payable without prejudice to the Client's right to claim full compensation for the actual loss suffered as a result of the delay or to terminate the contract for breach by the Service Provider if the conditions for such termination are met.

IV- Provisions relating to subcontracting purchases

50. **General obligations of the Subcontractor:** With regard to the services entrusted to it, the Subcontractor shall assume, without any reservation or restriction, the technical, legal and administrative obligations that the Client has towards its own client.

The Subcontractor must successfully complete the works and, to this end, declares that it is fully aware of the scope and nature of its obligations, as well as the terms of the contract, both in relation to its own works and their position within the overall site and the role assigned to them within the industrial unit, as well as the condition of the premises, access routes, ground and subsoil. The Subcontractor has also taken into account the fact that it will be carrying out its work simultaneously with other contractors.

The Subcontractor acknowledges having received all the information necessary for the performance of the Purchase Order. Under no circumstances may the Subcontractor claim a lack of information regarding the general instructions, in respect of which it could have obtained, upon request at the time of signing the Purchase Order, the clarifications it required. It shall therefore bear the risks and costs resulting from any errors, omissions or ambiguities in the contractual documents, waiving any right of recourse against the Client on this ground.

The Subcontractor shall remain liable for the performance and outcome of its work, as well as that of its own subcontractors. It must also take all necessary measures to prevent any disruption to the operation of the facilities caused by the works. The Client reserves the right at any

time to suspend the works if it deems this necessary for the protection of human health and safety, the preservation of the Assets and the protection of the environment.

The Subcontractor undertakes to comply with the provisions of the contractual documents, the standards in force, Technical Implementation Directives (D.T.U.) and best practice, as well as the legal and regulatory provisions applicable to the contract and to the locations where it carries out its activities under its Purchase Order.

The Subcontractor undertakes to advise the Client on any choices to be made prior to or during the execution of the works. The Subcontractor assumes an obligation of result and guarantees that the works carried out for the Client's purposes will enable the set objectives to be achieved.

- 51. Obligations of the Subcontractor to provide information:** The Subcontractor undertakes to provide the Client with all the information and documents necessary for the preparation and performance of all the work.

In particular, the Subcontractor must:

- Provide the Client in good time with the documents listed in the special conditions.
- Provide full details of the personnel and equipment deployed to carry out the work covered by the Purchase Order.
- Keep the Client informed of any significant changes to its organization.
- Facilitate the monitoring of arrangements made outside the site for the supply of equipment and materials.
- Report on any suggestions relating to the organization of the site and the execution of the works.
- Make any observations it deems appropriate in accordance with professional standards, in particular regarding the design or execution drawings provided to it.
- Provide proof of his professional qualifications or classification for the works covered by the Purchase Order.
- Provide evidence that they have fulfilled their tax and social security obligations, and supply any certificates requested in this regard.

The Subcontractor must inform the Client by any appropriate means within 48 hours of their occurrence of any event, incident or other matter likely to have an impact on the performance of the Purchase Order, as well as the measures it intends to take to avoid or limit such impacts. Failure to comply with this duty to inform shall result in the Subcontractor forfeiting any right to invoke force majeure.

For any Purchase Order of an amount equal to or exceeding three thousand (3,000) euros, the Subcontractor undertakes to provide the Client, prior to its signature and every six months until the end of its performance, with the documents required by the laws and regulations relating to undeclared work, in accordance with the declaration form appended to these general terms and conditions.

- 52. Performance of the work at the Client's premises or site:**

52.1 Representative of the Subcontractor: The Subcontractor shall be represented at the site where the works are carried out by a qualified agent approved by the Client, who shall have the necessary powers to take all necessary decisions, issue all instructions to the Subcontractor's staff and, more generally, to ensure the proper conduct of the works. This representative must liaise with the Client's representative at the premises or on the site in order to obtain all the information necessary for the proper organization of their work.

52.2 Familiarization with the site: Where the works are to be carried out or completed within the Client's premises, or at the Client's site or worksite, or on its premises or in its immediate vicinity, the Subcontractor must, on its own initiative, familiarize itself with the condition of the premises and access routes.

52.3 Regulations and :

52.3.1 The Subcontractor must strictly comply with all applicable laws and regulations, as well as internal regulations relating in particular to:

- General and specific working conditions. General discipline on site shall be ensured by the Subcontractor under its own responsibility in accordance with the safety regulations and instructions in force at the Client's premises and those of the Client's client, with which it must familiarize itself.
- Health and safety. The Subcontractor must ensure compliance with applicable laws and regulations, and fulfil all the procedures and obligations imposed on it by these provisions, in particular with regard to providing information to its own staff and to the Client. The Subcontractor undertakes to comply with all formalities and to adhere to all decisions agreed in consultation with the Client and other subcontractors or Suppliers, to ensure compliance with legislation relating to health, safety and the prevention of accidents at work and occupational diseases, and in particular with regard to collective protection and personal protective equipment.

52.3.2 The Subcontractor may not commence work at the Client's premises or site until it has:

- Received a written order from the Client.
- familiarized themselves with the procedures and instructions in force (safety manual and specific instructions) and with all environmental and neighborhood-related constraints.
- Agreed with the Client or the Client's customer on the necessary safety measures to be taken during the works.
- Participated in the development of any prevention plan required by the legal and regulatory provisions in force.
- Draws up a Specific Health and Safety Plan as required by the legal and regulatory provisions in force. This document is drawn up and submitted to the Client or their client in accordance with instructions.
- Received the work permit signed by the Client's representative.

The Subcontractor must carry out continuous monitoring of equipment (maintenance, checks, inspections, etc.) and facilities (changing rooms, toilets, etc.) in order to prevent any accidents to its staff or to third parties.

The Client and/or its client shall be entitled to demand the removal from the site of any subcontractors whose staff fail to comply with safety instructions, without any compensation being payable.

The Client may require the Subcontractor to provide certification of its management system in the areas of safety, health and environmental protection in accordance with a reference standard (MASE, UIC or equivalent).

52.4 The Client shall have full discretion to request the immediate removal of any person employed by the Subcontractor who endangers themselves or others.

52.5 Site facilities: The Subcontractor must comply with all applicable laws and regulations, as well as the internal rules of the Client and/or its client, relating to site facilities.

The Subcontractor shall, at its own expense, set up all its site facilities, offices, changing rooms, toilets, canteens, workshops, tool stores, material stores, etc. It shall arrange these within the boundaries defined for it, in accordance with the rules and instructions provided by the Client and/or its client. The nature and cost of any facilities made available to the Subcontractor by the Client and/or its client shall be specified in the Purchase Order.

The Subcontractor shall be responsible for all applications for authorization from the relevant authorities for the setting up of its site and shall bear the costs thereof. It must carry out all restoration work on neighboring properties and on public roads following the completion of the works. It shall be personally liable for all claims in this regard and, under no circumstances, shall the Client be held liable for such claims during or after the works.

The Subcontractor shall, at its own expense, arrange for the transport of its personnel, equipment and materials from its site facilities to the place of work.

The Subcontractor's personnel must leave the site upon completion of the works and return the access cards.

Upon completion of the works, he shall restore the site to its original condition, in particular by clearing the site of all waste resulting from the works, demolishing the foundations of temporary installations and, generally speaking, eliminating any danger to persons and the site. Surplus material and spoil resulting from earthworks must be removed and transported to disposal sites approved by the Client's customers. In the event of the Subcontractor's failure to comply with the obligation to restore the site, the Client reserves the right to have this carried out by a third party and to pass on the cost of such operations to the defaulting Subcontractor.

52.6 Unloading – Storage – Preservation: The Subcontractor must arrange for the unloading of the equipment or materials to be used that belong to it, as well as the tools and machinery it intends to use.

The storage and safekeeping of the equipment and materials to be used are the responsibility of the Subcontractor and shall be carried out under its responsibility.

The Subcontractor shall personally assume, and be responsible for, the safekeeping and protection of its equipment, materials, installations and works, even if these have been paid for in full or in part by the Client and/or its client. It shall therefore be held solely liable for any damage, theft or destruction, and shall be responsible for any necessary repairs and replacements, notwithstanding any recourse it may have against the party responsible for the damage.

52.7 Transport: The Carrier (or the subcontractor responsible for transport) shall be liable for the transport of goods entrusted to it by the Customer at all stages, including handling operations, and in particular the loading, securing, stowage and unloading of the goods. The Carrier undertakes not to subcontract all or part of the transport.

52.8 Safety information: The Subcontractor shall notify the Client of all workplace accidents resulting in injury, whether or not resulting in time off work, involving its personnel at the Client's premises or at the Client's site or worksite, as well as any significant incidents that have occurred.

Accident reports detailing the circumstances, nature, causes and number of days of absence shall be provided to the Client within 48 hours of the accident.

52.9 Taking possession: The Client may, for the purposes of carrying out the works or at the Client's request, take possession of the works or part thereof, which shall be made available by the Subcontractor. Such provision shall have no effect on the Subcontractor's liabilities and shall in no way constitute a transfer of custody of the works.

53 Changes to the scope of the works: The Subcontractor undertakes to be in a position to carry out changes to the works (additional works or removal of works) during the term of the Purchase Order.

However, it is understood that the Subcontractor may under no circumstances, on its own initiative, make additions, changes and/or deletions to the assignment entrusted to it without prior written instruction from the Client.

53.1 Order for Additional Works (O.T.S.): Additional works shall mean any works not falling within the definition of the works entrusted to the Subcontractor as set out in the special conditions.

Additional works shall be subject to written orders for additional works (O.T.S.). Each O.T.S. shall specify the additional works, supplies and/or equipment, as well as the conditions and schedule for completion, these conditions being agreed in advance by mutual consent between the Client and the Subcontractor.

The amount of the SWO shall consist of a lump sum negotiated on the basis of a detailed quotation drawn up by the Subcontractor. If it is not possible to establish such a lump sum, the additional works shall be carried out on a cost-plus basis against price schedules set out in the annex to the special conditions.

Remuneration based on time spent shall only be considered if other forms of remuneration prove to be inadequate. In the latter case, the Subcontractor shall draw up daily statements for each O.T.S. carried out. These statements shall be itemized (work performed, time spent, quantities of materials used, etc.) and countersigned by the Client. They shall serve as supporting documents for invoicing.

In any event, payment for additional work shall be subject to the terms set out in the main contract concluded between the Client and its client. Additional work shall be guaranteed in the same manner as the main service.

53.2 Possible reduction in the initial scope of works: During the performance of the works and at any time, the initial scope of works may be reduced either at the Client's request or at the client's request. The initial Price of the Subcontract Order Form shall then be reduced by the corresponding value of the works that have been removed.

- 54 Conditions of use of equipment and personnel made available by the Client and/or its client:** Where the Client and/or its client makes equipment, materials and/or personnel available to the Subcontractor, at the Subcontractor's request, during the performance of one or more parts of the works, the corresponding operations remain the sole responsibility of the Subcontractor, who has complete control over the operations and to whom the relationship of subordination of said personnel is transferred.

The provision of personnel by the Client shall be at cost price and on a non-profit basis, under a standard agreement drawn up by the Client, which must be requested by the Subcontractor.

The Subcontractor shall be responsible for the safekeeping of the equipment made available and shall be responsible for verifying its compliance with regulations and its own requirements, ensuring its maintenance and returning it in perfect condition.

- 55 Completion deadlines:** Completion deadlines are specified in the special terms and conditions of the Purchase Order.
The Subcontractor undertakes to use all necessary means to meet the deadlines set out in the schedule and, if necessary, to increase its personnel and equipment resources during the course of the works to overcome any signs of delay.

55.1 Work schedule: The work schedule is drawn up by the Client in agreement with the Subcontractor.
In accordance with the agreed schedule, the Client shall issue a written order to commence the works. This order shall be dated and signed by the Client and shall specify the start date of the performance period(s).

55.2 Compliance with deadlines: The completion date is a strict deadline. The Subcontractor acknowledges that it shall be deemed to be in default simply by virtue of the expiry of the deadline, without any further formality.

If, as a result of a Subcontractor's delay, other parties on site are unable to meet a deadline, the Subcontractor responsible for the original delay shall be liable for any penalties imposed on the other parties delayed as a result of their actions.

55.3 Extension of the completion deadline: The Client and/or its client are solely authorized to amend the deadlines for the Subcontractor's works.

If the start of a contractual period is postponed for reasons attributable to the Client or its client, the duration of the postponed work may not exceed that originally scheduled, and the postponement shall not entitle the Subcontractor to claim any compensation or to terminate the contract.

The Subcontractor must, on pain of forfeiture, confirm to the Client by registered letter with acknowledgement of receipt, within three working days of the initial notice, the facts likely to give rise to an extension. This letter must include all relevant explanations and indicate the remedies envisaged. If the Subcontractor provides evidence proving that these events constitute a case of force majeure and that they are attributable neither to a lack of diligence nor to professional negligence on its part, and that it has endeavored to limit their effects, the contractual deadlines may be extended.

Extensions to contractual deadlines accepted by the Client shall not give rise to any compensation for the Subcontractor, such as, in particular, personnel costs, equipment downtime costs, miscellaneous costs and overheads, loss of productivity and loss of margin.

- 56 Penalties for delay:** In the event of a delay in the performance of the subcontract attributable to the Subcontractor (excluding cases of force majeure), the Subcontractor shall, as of right and following a written formal notice that has remained without effect, incur a penalty of 0.5% of the pre-tax amount of the Purchase Order per calendar day of delay.

Unless otherwise specified, this penalty shall be capped at 10% of the total amount of the Purchase Order. The penalty shall be payable without prejudice to the Client's right to claim full compensation for the actual loss suffered as a result of the delay or to terminate the contract for breach by the Subcontractor if the conditions for such termination are met.

- 57 **Acceptance – Rectification of defects:** Upon delivery of the documents provided for in the contract, and satisfactory completion of the works and all the tests or checks specified in the Purchase Order and in the annexed documents, acceptance shall be declared. A joint acceptance report shall be drawn up by the Subcontractor and submitted to the Client's representative for signature.

In principle, acceptance of the works shall be simultaneous for all parties involved and shall coincide with the acceptance declared by the Client.

Any reservations noted at the time of acceptance or reported by notification after acceptance must be resolved within the time limit specified in the special conditions of the Purchase Order or, failing that, within eight calendar days of acceptance or notification of the reservations.

In the event that the reservations are not resolved within the specified time limits, the Client may, following a formal notice that has remained unheeded upon the expiry of a period of five working days, carry out or have the works carried out by another contractor at the Subcontractor's expense and risk.

- 58 **Warranty for the works:** The duration of the warranty is specified in the Purchase Order, without prejudice to the application of public policy provisions.

In the absence of specific provisions, the contractual warranty shall be for a period of one year from the date of signature of the works acceptance certificate. Upon expiry of the contractual warranty period, the Subcontractor shall remain bound by the statutory warranty against hidden defects.

- 59 **Bank guarantees:** Depending on the specific terms of the contract awarded to the Client by its client, the Subcontractor shall be required to provide sureties and/or bank guarantees enforceable on first demand and drawn up in accordance with a standard form attached to the order.

A retention of title, the rate of which is set out in the Special Conditions, shall be applied to progress payments. The sums thus retained shall be released at the end of the warranty period for perfect completion. However, they may be paid upon acceptance if the Subcontractor provides a personal and joint guarantee from an approved financial institution.

- 60 **Price:** The Price stated in the Purchase Order for the Subcontract is a lump sum, unless otherwise stipulated in the Special Conditions. It includes all costs and expenses necessary for the performance of the Subcontract in accordance with the Purchase Order, including, where applicable, travel and accommodation costs, tools, as well as all applicable duties, taxes (excluding VAT) or fees.

However, the Price may be amended or revised in the cases and in accordance with the terms expressly provided for in the Special Conditions or by written agreement of the Client. In the event of a reduction in the costs incurred by the Company, the Company undertakes to pass this on to the Client by means of a corresponding reduction in the Price.

- 61 **Shared expenses – Pro-rata account:** Shared expenses are covered as specified in the Special Conditions.

- 62 **Subcontracting of the order:** The Subcontractor may only subcontract the performance of all or part of the order on condition that it has obtained the Client's express written consent for each of the proposed subcontracting Purchase Orders.