

## General Terms and Conditions of Purchase

The order is issued further to negotiations between the parties conducted on the basis of the Supplier's general terms and conditions of sale, where applicable, and it has been mutually agreed to apply these General Terms and Conditions to simplify the contractual process, subject to any adjustments agreed by the parties.

### 1. Application and validity

The T&C apply to orders issued by ENGIE ("the Customer") for the supply of **tangible goods (excluding any software) ("Products")**, or **services ("Services")**, as defined in each order or contract referring to the T&C, in Belgium, France and the Netherlands. These T&C do not apply to orders placed by ENGIE for services and/or products subject to a separate framework agreement negotiated and signed between ENGIE and the Supplier.

### 2. Placing the order

Every order in writing must be accepted within a maximum of five (5) days from the date on which it is sent, failing which the order may be cancelled by the Customer with no obligation to provide justification or, if applicable, will be treated as having been accepted by the service provider (an email receipt is permitted for electronic orders). The acceptance of an order or the start of performance of that order by the service provider shall be regarded as acceptance of that order by the service provider as well as of the specific terms and conditions in the purchase order or contract referring to the T&C. If the service provider accepts the order with reservations, it must notify the Customer within five (5) days of receipt of the order in a separate document in writing. In such a case, the Customer shall no longer be bound by the order unless it confirms its acceptance of the changes in writing.

#### *Documents exchanged between the Supplier and the Customer*

Any electronic document exchanged between the Supplier and the Customer must contain information to identify its issuer as well as information to identify its content.

The electronic contact details to be used by each Party are specified. The Parties agree that electronic contact details are sufficient to identify the sender of electronic documents and authenticate their source.

#### *Agreement on proof*

The Parties undertake to consider the documents they exchange (in electronic format) as original documents, binding them in full. Accordingly, the Parties intend to grant those documents evidential value, subject to compliance with the contractual provisions. The Parties agree to give their documents the evidential value granted by law to hard copies of documents in writing.

The Parties undertake to ensure that the content of their documents complies with obligations, in particular formal, resulting from laws, regulations and commercial practices.

In any case, except in the case of established failure or corruption of their computer systems, the Parties expressly waive the right to invoke the invalidity or non-enforceability of their transactions, on the grounds that they were carried out via electronic or telecommunications systems.

#### *Data archiving*

The Parties are personally responsible for archiving documents issued and received, particularly for their own tax and accounting needs.

#### *Security*

Each Party is responsible for their decision to implement and apply security methods, tools and procedures, ensuring the protection of their performance and data from unauthorised access, loss, alteration or destruction.

Each Party is responsible for implementing the necessary tests to guarantee and control their own security methods, tools and procedures.

### 3. Price and billing and payment terms

Unless otherwise stated in the order, prices are fixed and non-adjustable and include all costs including, but not limited to, transport, packaging, unloading, insurance, taxes, charges and taxes excluding VAT. The parties exclude Article 1195 of the French Civil Code and each party shall be responsible for the consequences of an unforeseeable circumstance.

The Supplier's invoices must reproduce mandatory legal information and information agreed with the Customer, the number and complete assignment of the order, and the inter-Community identification number, and will be sent electronically in accordance with the information on the purchase order to the billing address specified by the Customer. Invoices shall be accompanied by any supporting documents signed by both parties attesting to the receipt of the Products and/or Services.

Payment shall be made in accordance with the terms on the purchase order or within sixty (60) days of the invoice date, unless a shorter period is stipulated by law. In the event of late payment, the Supplier shall charge late-payment interest, which may not, under any circumstances, be more than (i) three times the statutory interest rate in force in France, or (ii) the minimum rate authorised in the Customer's country, unless agreed otherwise by the Parties in the order. Moreover, if the order is subject to French law, a fixed recovery fee of €40 will be charged.

### 4. Supply and Acceptance

The Supplier undertakes to deliver the Products and/or Services to the locations at the dates and within the times specified on the purchase order and during the opening hours of the reception service.

In the case where a service is supplied on-site, the Supplier shall comply with the health and safety regulations and measures, applicable to contractors working on the Customer's site, as communicated in a timely manner by the Customer.

The Products delivered and the Services supplied must strictly comply, in terms of quality and quantity, with the terms and characteristics agreed between the Parties. The Customer is deemed to have accepted any apparent defects (i) in the case where Products are supplied, if it has not notified those defects to the Supplier within ten (10) business days of delivery or (ii) in the case where Products or Services are supplied subject to an acceptance procedure, if it has issued such acceptance in writing after being asked to do so by the Supplier.

In case of any reservations issued by the Customer, the Supplier may travel to ascertain the condition of the Products or the non-conformity of the services supplied; it must promptly remedy any breaches of contract established. If after 15 business days, the defects identified have not been corrected, the Customer may decide to reject the Products. In this case, the price will not be payable and any advance payments received must be reimbursed to the Customer as soon as possible. In the absence of reservations or after the removal of any reservations, the Customer shall issue acceptance in writing ("the Acceptance").

### 5. Transfer of ownership and risk

Ownership is transferred to the Customer at the date of the order and the risk of damage or loss is transferred to the Customer upon Acceptance.

### 6. Timeframes and penalties for delay

The delivery times agreed by the Parties start as from the date on which the order is placed by the Customer. Those timeframes are imperative and may not be modified without the prior consent of the Customer in writing. Unless otherwise stated in the order or the contract referring to the T&C, the end of the timeframes stipulated in the order shall mean the delivery date of the last Product in the order. The Customer reserves the right to refuse any early delivery. In the event of non-compliance with these timeframes, the Customer may charge penalties for delay equal to 0.5% of the total order amount, per calendar day of delay, capped at 10% of the order value, without prejudice to any damages. Beyond that maximum amount, the Customer reserves the right to automatically terminate the order, referring to the T&C, merely by giving notice, without prejudice to its right to be compensated for any resulting damage.

### 7. Warranty

In accordance with common law, the Supplier shall exclusively supply Products and Services that are free of apparent and/or hidden defects and which comply with the applicable regulations, industry rules, best practices, the state of the art and the normal requirements of use, reliability and lifespan and normal purpose of the Product or Service. In the absence of specific provisions stipulated in the Order and without prejudice to more stringent legal provisions, the Supplier guarantees that the Products and Services will conform to the needs of the Customer, the good performance and proper operation of the Products for a period of twenty-four (24) months as from Acceptance. Similarly, it guarantees that it shall repair or replace, at the Customer's discretion, at its expense, all defects, failures and non-conformities of the Products and Services identified during that period, and shall hold the Customer harmless from any resulting damage.

All expenses or charges incurred in the implementation of these warranties shall be borne by the Supplier.

In case of urgency, the Customer is entitled to repair or replace the Item itself, without prejudice to the aforementioned obligations of the Supplier, in accordance with the provisions of Articles 1143 & 1144 of the French Civil Code.

### 8. Durability of the Products

The Supplier undertakes, for a period of five (5) years after production stoppage or removal from the catalogue, to supply the Customer, under reasonable conditions including price and delivery time, with parts, components and other elements necessary for the use of the Products.

### 9. Compliance with regulations.

The Products delivered and the services rendered must comply with EU and international legal and regulatory requirements in force in the country for which they are intended, particularly on safety, the environment and employment law. In relation to the delivery of any Hazardous Products, the safety data sheet must be provided in accordance with national regulations. All documents and certificates are to be delivered at the same time as the order and form an integral part thereof.

### 10. Confidentiality

Any information of any kind, commercial or technical, disclosed between the Parties at the time of the order or during its performance, shall remain the exclusive property of the disclosing Party. The Party receiving the information

will only use it for the order and will return it to the other party after the order has been performed. The Party receiving the information undertakes to keep that information strictly confidential for five (5) years after the order date, to provide it only to employees who need to be aware of it for the performance of the order and who are obliged to treat it as confidential and to not communicate it to third parties, under any circumstances, without obtaining the prior consent of the disclosing Party in writing.

## 11. Communication

Unless agreed in advance in writing by the Customer, the Supplier shall not communicate, in any way whatsoever, the existence or the content of the commercial relationship between the Customer and the Supplier and/or the Customer and its associated brands.

## 12. Intellectual property

The Customer shall have a right to freely use all the intellectual property rights relating to the Products and Services as follows: all intellectual property rights over deliverables performed for the Customer as part of an order (including, in particular, the right to reproduce or represent the deliverables, on any medium whatsoever and as many times as it wishes, or to modify the deliverables) shall automatically be transferred exclusively to it as they are produced, without any formality, for the legal term of protection of the rights, on a worldwide basis. The price defined between the parties includes that transfer of rights.

The Supplier shall hold the Customer harmless from any action by third parties as a result of breach of the intellectual property rights over the deliverables, Products and/or Services, and is liable towards the Customer for any resulting damage, including the costs of legal representation. Moreover, the Supplier undertakes, at its expense, to adapt any deliverables, Products and/or Services in breach of the property rights of a third party or to replace them with similar or equivalent deliverables, Products or Services. If this is not possible, the Customer may terminate the order, without prejudice to any damages which it may claim.

## 13. Liability and Insurance

13.1 The Supplier retains authority and control over all its employees, including when they work on site or on the Customer's site.

13.2 The Supplier undertakes to take out insurance, on its behalf and on behalf of any subcontractors, with a company known to be creditworthy, covering the financial consequences of its civil liability and the civil liability of its subcontractors as a result of personal injury, material and immaterial damage, whatever the origin, caused to the Customer and to any third party, during and after the performance of the order. The Customer may request a copy of the certificates of insurance from the Supplier. Insurance policies must be effective at the time of delivery of the Products or by the start of performance of the Services at the latest, be continuously effective until at least twelve (12) months thereafter, and contain a waiver of action in favour of the Customer. A statement of the amounts covered under the insurance policy shall in no way constitute a waiver by the Customer to take action against the Supplier for sums in excess of those amounts, nor any limitation of liability. The insurance premiums are exclusively payable by the Supplier.

## 14. Termination

In the event of non-compliance by the Supplier with any of its obligations, not remedied within ten (10) days of the Customer sending formal notice by registered letter, the Customer may automatically terminate the order, without prejudice to any damages which it may claim.

Similarly, the Customer may, subject to mandatory laws applicable on the matter, (i) automatically terminate the order in case of the bankruptcy, dissolution or seizure of the assets of the Supplier (ii) unilaterally and automatically terminate, at any time, any previous Order not yet performed, without formality or prior intervention by the courts.

The performance or the termination of the order shall not terminate any obligations that continue by nature, including the warranty, compliance with regulations, intellectual property and confidentiality.

## 15. Ethics and Sustainable Development

The Supplier acknowledges that it has read and shall adhere to ENGIE's ethical and sustainable development commitments as stipulated in ENGIE's reference documentation and in its Vigilance Plan (for the latter as long as the Supplier maintains an established commercial relationship in accordance with the applicable law). Those commitments are available on the website [www.engie.com](http://www.engie.com).

The Supplier represents and warrants to ENGIE that it shall comply with (and has complied with, for six years prior to the signing of the order or of the contract referring to the General Terms & Conditions of Purchase ["T&C"] or of the present contract), standards of international law and national law applicable to the order or to the contract (including any changes during the term of that order or contract), relating to:

- (i) Fundamental human rights, in particular the prohibition (a) to use child labour or any other form of forced or compulsory labour; (b) on all forms of discrimination within its company and towards its suppliers and subcontractors;
- (ii) Embargoes, arms and drug trafficking, and terrorism;

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- (iii) Trade, import and export licences and customs;
- (iv) The health and safety of employees and third parties;
- (v) Employment, immigration, the ban on illegal labour;
- (vi) Environmental protection;
- (vii) Economic offences, including bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to the order or contract referring to the T&C), embezzlement, theft, abuse of corporate assets, infringement, forgery and the use of fraudulent documents, and any related offences
- (viii) Anti-money laundering;
- (ix) Competition law.

The Supplier shall comply with, and shall ensure compliance by its own suppliers and subcontractors as well as by any third party involved in such work or services, with the standards of international law and national law applicable to the areas listed from (i) to (ix).

Upon written request by ENGIE, the Supplier should evaluate its performance in terms of the environment, ethics, human rights and sustainable purchasing at its expense. This evaluation will be run by a third party appointed by ENGIE. In the absence of an assessment before the contract signature date, the supplier shall make sure that he gets its assessment done within 6 months from that date. The lack of assessment performed by the designated third party within this period will be considered by ENGIE as a breach of contract entitling ENGIE to suspend and/or terminate the order or contract in accordance with the terms and conditions set out in the order or contract.

With regard to its own activities, the Supplier undertakes to actively cooperate and act in such a way as to enable ENGIE to comply with its legal duty of care obligations. As such, it shall work, in particular, to implement the measures provided for in the Vigilance Plan as mentioned above (risk mapping, alert and reporting mechanism, etc.) and shall immediately alert ENGIE of any serious breach or of any element which may constitute a serious breach, in accordance with the above standards, as part of its relationship with ENGIE.

ENGIE has the right to request proof from the Supplier, at any time, that it has complied with the requirements of this clause and to carry out audits or have audits carried out at any time, subject to giving advance notice and at its own expense. In the event of an audit, the Supplier undertakes to give access rights to its premises and sites to ENGIE's employees, and to provide any information and/or documentation that ENGIE may request to allow it to properly carry out the audit.

Any breach by the Supplier of the provisions of this Ethics and Sustainable Development Clause constitutes a contractual breach entitling ENGIE to suspend and/or terminate the order or contract in accordance with the terms and conditions set out in the order or contract.

## 16. Personal Data Protection

Terms other than those defined in the order or contract referring to the T&C have the meaning given to them in the Personal Data Protection Laws designated by Regulation (EU) 2016/679 of the Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (hereafter the "European Regulation" or "Regulation 2016/976") as well as any law or regulation relating to Personal Data protection applicable to Processing under the order or contract referring to the T&C.

Engie shall provide to the Supplier, and authorises the Supplier to process for the purposes of performing the Services under the order or contract referring to the T&C, data, files, etc. of any kind and in any format, constituting Personal Data.

The Parties undertake to act in accordance with Personal Data Protection Laws. Engie acts in the capacity of Data Controller and the Supplier solely acts on behalf of ENGIE in the capacity of Data Processor. In the case where the Supplier is required to process data on behalf of ENGIE, it undertakes, in particular, to comply with all the obligations stipulated in Article 28 of "Regulation 2016/976" and that authorised persons shall have access to the Personal Data within the limit of their performance of the services and undertakes to respect the confidentiality of the order or contract referring to the T&C.

In terms of security, the Supplier undertakes to implement and maintain, throughout the entire term of the order or contract referring to the T&C, all technical and organisational measures, including all security measures adapted to the nature of the Personal Data processed and to the risks of any Processing. The Supplier undertakes not to outsource Personal Data without the express consent of ENGIE. The Supplier undertakes (without directly responding to the Data Subjects) to promptly inform ENGIE of any request by a Data Subject concerning its rights to its Personal Data and to provide all necessary assistance to ENGIE to facilitate a response to such requests.

The transfer of ENGIE Personal Data to third countries that do not provide an adequate level of protection in accordance with the Directive and Regulation (EU) 2016/679 is subject to ENGIE's prior, express consent. For any Personal Data Transfer to a third country authorised by ENGIE (Supplier's affiliates or Sub-Processors), ENGIE mandates the Supplier to implement the guarantees required by the applicable Personal Data Protection Laws.

In the event of a Personal Data breach, the Supplier must notify ENGIE of the breach within 48 (forty-eight) hours of becoming aware of it. Within a maximum of 48 (forty-eight) hours of the notification referred to above, the Supplier also

undertakes to send an analysis of the impact of the breach to ENGIE. The Supplier undertakes to cooperate to allow ENGIE to notify the Personal Data breach to any competent supervisory authority in accordance with Personal Data Protection Laws. Engie reserves the right to conduct any audit, at its sole discretion, that it deems useful to ascertain compliance by the Supplier and its Sub-Processors with their obligations concerning Personal Data, as defined in the order or contract referring to the T&C.

At the end of the order or contract referring to the T&C or in the event of early termination for any reason and at any time at ENGIE's request, the Supplier and its Sub-Processors shall return to ENGIE, within an appropriate period of no more than 1 (one) month, all Personal Data that they may have processed, in any form whatsoever.

## **17. Outsourcing - Assignment**

16.1 The Supplier shall be solely responsible for the correct performance of orders. The Supplier may entrust all or part of the performance of an order to third parties subject to the Customer's prior consent in writing. The Supplier shall be fully responsible for its use of subcontractors.

16.2 The Customer is free to assign all or some of its rights and obligations resulting from the order to one of its subsidiaries in accordance with Article L233-3 of the French Commercial Code.

## **18. Economic dependency**

The Supplier is obliged to inform the Customer immediately of any risk of economic dependency. That information obligation is essential to allow the parties to maintain balanced relationships.

## **19. Force Majeure**

Force majeure events are events that are not reasonably foreseeable and are unavoidable, preventing one of the parties from performing its obligations. In the case of force majeure, the obligations of the Party affected by the force majeure event shall initially be suspended. The affected Party shall promptly notify the other party of the force majeure event and its likely duration; it shall make every effort to minimise the effects of the situation. If the force majeure event continues for more than fifteen (15) days, without any possibility of remedy, the other Party may terminate the order, without any damages payable to either Party.

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

**THE APPLICABLE LAW IS THE LAW OF THE COUNTRY OF THE CUSTOMER'S REGISTERED OFFICE EXCLUDING THE VIENNA CONVENTION ON THE INTERNATIONAL SALE OF GOODS.**

**IN THE EVENT OF DIFFICULTY IN THE INTERPRETATION OR EXECUTION OF THESE GENERAL TERMS AND CONDITIONS, THE PARTIES SHALL ENSURE THAT AN AMICABLE SOLUTION IS SOUGHT IN GOOD FAITH PRIOR TO ANY LITIGATION.**

**THUS, ANY DISPUTE WILL FIRST BE SUBMITTED TO THE INTERLOCUTORS DESIGNATED BY THE PARTIES TO SETTLE THE SAID DISPUTE, WHO WILL ENDEAVOUR TO RESOLVE THE DIFFICULTY WITHIN A MAXIMUM PERIOD OF TWO (2) MONTHS.**

**SHOULD AN AMICABLE SOLUTION NOT BE FOUND WITHIN THIS PERIOD, THE PARTIES WILL HAVE THE POSSIBILITY TO REFER THE MATTER TO THE MEDIATOR APPOINTED FOR ENGIE BY MUTUAL AGREEMENT AT THE FOLLOWING ADDRESS: ENGIE - COURRIER DU MEDIATEUR - TSA 27601 -59972 TOURCOING CEDEX, OR AT THE FOLLOWING E-MAIL ADDRESS: MEDIATEUR-ENGIE @ENGIE.COM.**

**IN ACCORDANCE WITH ENGIE'S MEDIATION CHARTER, THE MEDIATOR WILL ACCOMPANY THE PARTIES TO HELP THEM FIND TOGETHER A SOLUTION WHICH APPEARS FAIR AND EQUITABLE, IN COMPLETE INDEPENDENCE, IMPARTIALITY AND CONFIDENTIALITY. THE MEDIATION PROCESS IS FREE OF CHARGE FOR THE PARTIES. THEY MAY BE ACCOMPANIED DURING THE MEDIATION BY ANY PERSON OF THEIR CHOICE. EACH PARTY MAY INTERRUPT THE PROCEDURE AT ANY TIME AND SHALL BE FREE TO ACCEPT OR REFUSE THE SOLUTION RESULTING FROM THE MEDIATION. THE MEDIATION CHARTER MAY BE PROVIDED BY THE MEDIATOR UPON REQUEST.**

**THE TIME LIMIT FOR THE MEDIATION PROCEDURE IS SET AT A MAXIMUM OF TWO (2) MONTHS.**

**IF THE DISPUTE IS NOT RESOLVED AMICABLY AND/OR VIA THE ENGIE MEDIATOR, IN ACCORDANCE WITH THE TERMS AND CONDITIONS DEFINED ABOVE, THE SAID DISPUTE MAY BE BROUGHT BY THE MOST DILIGENT PARTY BEFORE THE TRIBUNAL DE GRANDE INSTANCE DE PARIS.**

## **21. Miscellaneous provisions**

The invalidity of a clause shall not result in the invalidity of the T&C and the parties will endeavour to replace it with a valid clause with the same economic effect.

Failure to exercise or a delay in exercising any right or remedy by either party shall not constitute a waiver of the right or remedy in question and shall not constitute a waiver of any other rights or remedies.

Each Party is an independent legal entity, both legally and financially, acting in its own name and under its sole responsibility.

The Supplier shall carry out its business without any subordinate relationship with the Customer, as an independent service provider. All of the Supplier's employees who will be assigned in whole or in part to the performance of the order shall remain, in all cases, under the supervision and disciplinary authority of the Supplier. The Supplier represents that the employees assigned to the services subject to the order will be lawfully employed by it in accordance with the Articles of the French Labour Code or any local law applicable to the Customer and to the Supplier and undertakes to ensure, in its capacity as employer, the administrative, accounting and social management of its employees.