
GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS, SERVICES OR WORKS

Article 1: Contract – Constituent Documents

1.1 The following documents constitute the contract (“**Contract**”)

- The purchase order or contract containing the specific terms;
- These general terms and conditions for purchase of goods, services or works (“**GC**”);
- The health, safety and environmental requirements for Contractors imposed by the Client and/or applicable to the site where the services or works have to be performed (“**HSE Requirements**”); and
- The technical description of the goods, services or works.

1.2 In case of contradiction, the aforementioned order of precedence shall apply.

Article 2: Contract: Offer, Acceptance of the Offer, Purchase Orders

2.1 The Contract is entered into by (a) written confirmation by the Contractor of the purchase order placed by the Client within ten (10) calendar days following receipt (confirmation made through electronic mail shall be considered as sufficient); or

(b) written acceptance by the Client of the offer submitted by the Contractor.

2.2 In case the Contractor supplies the goods or starts performing the services or works without having confirmed the purchase offer in writing, the Contractor shall be deemed to have accepted the Contract including this GC and the HSE Requirements. The Client shall be entitled to suspend its payment obligations up to the moment of written confirmation of the Contract by the Contractor. If the Contractor accepts the purchase order subject to remarks or reserves, the Client may consider itself no longer bound by the purchase order.

Article 3: Supply of goods or performance of services and works

3.1 The Contractor shall deliver the goods Delivered Duty Paid (DDP) Incoterms 2020 at the place of delivery and at the time indicated in the purchase order. Partial deliveries are not allowed, unless agreed and confirmed in writing by the Client. If requested by the Client, the Client and Contractor shall agree on the specific delivery/construction schedule that will constitute part of the Contract.

3.2 As soon as it is foreseeable that it will not be able to fulfill its contractual duties or timely completion is improbable, the Contractor is obliged to notify the Client immediately and in writing, substantiating the reasons therefore.

3.3 Unless otherwise provided in the Contract, for any delay in delivery of goods, services or works, the Contractor shall pay liquidated damages to the Client in the amount of 2% of the total Contract price per week of delay. The liquidated damages for delay shall not exceed 15% of the total Contract price. The payment of the liquidated damages shall not release the Contractor from its contractual duties. If the liquidated damages for delay reach 15% of the Contract price, the Client has a right to terminate the Contract for cause. For avoidance of doubt, the liquidated damages are without prejudice to right for compensation under Article 16.

3.4 The goods supplied (documentation, software included) and the services or works performed by the Contractor will be new, free of any apparent and/or hidden defects, strictly in accordance with the Contract, the applicable legislation, the state of the art, good workmanship, the state of technique and the normal requirements as to usability, reliability, life cycle and the purpose which the Contractor knows or should know after making sufficient inquiry.

3.5 The Contractor shall check whether the schedule of services/works as well as all drawings and other documentation provided by the Client for the purpose of execution of the services or works are complete and accurate. In case of any inaccuracies or omissions, the Contractor shall notify the Client of the error or omission within 10 calendar days.

3.6 Delivery of the goods, services or works shall include all material required for the normal use of the goods, services or works, including documentation, required certificates and O&M manuals (even if such is not specified in the purchase order or the technical file). Unless otherwise agreed upon, the Contractor provides the materials, tools and equipment necessary for the performance of the services or works.

3.7 As soon as the works/services are performed, or goods are delivered, the

Contractor may request the Client to draw up a confirmation of acceptance of the goods/services or works. If there is no acceptance procedure agreed in the purchase order and no written acceptance issued by Client, then the warranty set out in Article 6 shall commence as of the date of the payment of the last invoice by the Client.

Article 4: Site and progress reports

4.1 The Contractor confirms that it is familiar with the site, including with the access roads, utilities, topographical and soil/subsoil conditions, ambient conditions, existing structures and facilities, and that it has performed investigations necessary to determine that the site is suitable for the works/services.

4.2 The Contractor shall provide regular information on progress and shall participate in organizational meetings with the Client at no additional cost.

Article 5: Contractor Personnel and subcontractors

5.1 For the services and works, the Contractor warrants that the identity of its employees and subcontractors has been assessed in accordance with statutory provisions and all necessary work permits have been issued and are valid, professional qualifications have been checked and the necessary confidentiality agreements have been signed. At the Client's request, Contractor shall provide proof of employees' or subcontractors' qualifications, for the latter when seeking Client's approval pursuant to GC 9.1.

5.2 The Contractor is fully liable for performance of its obligations under the Contract and shall be solely and fully responsible for its personnel and subcontractors. General indications or instructions by the Client shall be without prejudice to the Contractor's responsibilities in connection with the performance of the Contract or for its personnel or subcontractors.

5.3 The Contractor's representative, a reasonable proportion of the Contractor's staff on site and all foremen shall be capable of speaking, writing and understanding the English language as well as the official language of the region where the site is located. All the Contractor's foremen shall at least have a working knowledge of the language(s) spoken by the Contractor's labor forces employed on the site. The documents that are to be provided under the Contract shall be in English or upon discretion of the Client in the language of the site. This provision shall apply mutatis mutandis to its subcontractors.

5.4 The Contractor declares having been sufficiently informed by the Client about the employment conditions applicable to the site where the services or works have to be performed as indicated i.a. on https://europa.eu/youreurope/citizens/work/work-abroad/posted-workers/index_fr.htm#shortcut-6.

Article 6: Warranty

6.1 The Contractor warrants that all goods, services and works provided under the Contract comply with all requirements of the Contract, including but not limited to GC 3.4 and GC20 and statutory provisions.

6.2 Without prejudice to more stringent mandatory provisions, the Contractor shall at his own costs, at the option of the Client, repair or replace all defects, shortcomings and non-conformities in goods, services and works (make good) notified within 24 months as from their acceptance by the Client. During this 24-month period the Contractor shall promptly make good and shall cover all expenses and performances necessary for a repair, in strict conformity with the conditions of the Contract. A new 24-month period shall start running as of the date of completion of the repair or replacement of goods, services or works.

6.3 The Contractor will indemnify and hold the Client harmless for all damages resulting from the defect in goods, works/services or breach of the Contract by the Contractor.

6.4 In case of urgency, if Contractor failed to react to the Client's request within 24 hours of the defect notification or in case the defect or non-compliance was not remedied by the Contractor within the time limits set by

the Client, the Client has the right to proceed himself or through a third party to the repair or replacement, at the Contractor's costs and risk and without prejudice to the Contractor's aforementioned obligations.

Article 7: Transfer of title and risk

7.1 The title of ownership is automatically transferred to the Client as soon as the object of the Contract is identified, service has been rendered and at the latest at the time of delivery of the object to the Client.

7.2 The risk of damage or loss is transferred to the Client upon acceptance by the Client.

Article 8: Price – payment

8.1 Unless otherwise agreed, the lump sum prices or hourly rates include all costs, taxes, charges, insurances, costs of transport, contributions and retributions applicable to the supply of goods, services, or works, with the only exception of VAT.

8.2 Unless otherwise agreed, the Contractor shall be entitled to issue the final invoice upon the acceptance of the goods, services or works by the Client.

8.3 To the extent permitted by law and in so far as the Contractor has complied with his obligations, invoices mentioning the purchase order number and sent to the address indicated in the Contract will be payable at the latest 60 calendar days after the date of receipt of the invoice (such date being considered the due date), by bank transfer to the account number designated to this end by the Contractor.

8.4 If the delay in payment of a sum due to the Contractor is caused solely and directly by the Client, the Contractor is authorized to apply interest on the outstanding amount for the period between the due date of the invoice and the date of actual payment, at the annual rate corresponding to the higher of (i) EURIBOR at three months or (ii) zero, increased by 100 basis points.

8.5 In case the Client has a reasonable doubt in relation to the performance or non-performance of the Contract by the Contractor or financial standing of the Contractor, the Client may at its own discretion require under the Contract that the Contractor provides an unconditional and irrevocable, first demand guarantee in form and substance acceptable to the Client to guarantee the fulfilment of the Contractor's contractual obligations.

8.6 Client may withhold or set off any amount due to Contractor in case the Contractor fails to pay any amount due to the Client, including liquidated damages or losses resulting from any breach. The Client shall also have a right of retention which may be similarly exercised.

Article 9: Subcontracting – Assignment

9.1 The Contractor may only subcontract part or all of the Contract to third parties after prior written approval from the Client, which shall not unreasonably be withheld. Such subcontracting is done at the risk of the Contractor and shall in no way limit its obligations. The Contractor shall ensure that the subcontractors are obliged by the Contract. The Contractor agrees to not subcontract further than the 1st level and shall procure that its subcontractors are prohibited to subcontract further the rights and obligations to other subcontractors for the performance of the works/services, either partly or wholly, without the prior written approval from the Client.

9.2 The Contractor may not assign its rights and obligations arising in connection with the Contract to any third party without prior and written approval of the Client.

9.3 The Client is free to assign some or all of its rights and obligations arising in connection with the Contract to a third party.

Article 10: Force Majeure – No hardship

10.1 A Force Majeure event means the occurrence of an event or circumstance which fulfils the following criteria: (a) is unforeseeable; and (b) is beyond the reasonable control and without fault or negligence of the affected party; (c) could not have been prevented in whole or in part by the exercise of reasonable care and skill by the affected party; and (d) materially impairs or prevents the performance of obligations under the Contract by the affected party.

Are not considered as Force Majeure event: technical failures; normal wear and tear in machinery; breakdown in equipment; shortage of parts, materials or other similar circumstances for which the Contractor is responsible pursuant to

the Contract; late or non-delivery of machinery, equipment, materials, spare parts; a delay or default in the performance of any subcontractor or supplier, or any other contractor on site; strike or lock-out affecting only the Contractor and/or the subcontractor; or the application of embargo measures.

10.2 In case of a Force Majeure event, the affected party shall be excused from failure or delay in performing its obligations to the extent and for the duration affected by the Force Majeure event provided that the party invoking a Force Majeure event, shall not be relieved or excused from its obligations if the failure or delay by that party would have been experienced anyway, even in the absence of the Force Majeure event.

In case of a Force Majeure event, each party shall bear its costs incurred by such circumstances. Upon the occurrence of a Force Majeure event, the Contractor shall use its best efforts to continue to perform the Contract, to minimize the adverse effects of such Force Majeure event and to propose alternative means to continue performing the Contract.

10.3 If a party is affected by a Force Majeure event, it shall notify the other party, as soon as possible but within maximum five (5) business days from the date of occurrence, giving written details of the event, its effects, the expected duration and any action taken to minimize the effects of the Force Majeure event. As soon as the Force Majeure event has ended, the party claiming the Force Majeure event shall give written notice to the other party of the date of the end of the Force Majeure event and the exact extent, with justification, to which it has actually been affected in the performance of its obligations.

10.4 If the Force Majeure event continues for 120 consecutive calendar days, the Client will have a right to terminate the Contract. If delivered goods or works/services carried out until such date are, in the reasonable opinion of the Client, of value and usable to the Client, the Client shall pay to the Contractor the duly delivered goods or works/services. Any such possible payment shall replace the Contract price and shall constitute the full and exclusive remuneration of the Contractor.

10.5 The parties agree that no party shall be entitled to any adaptation of the Contract or to financial compensation, in case of changed circumstances (foreseeable or unforeseeable) that may aggravate the performance of the Contract for one of the parties. The affected party waives any right for renegotiation or termination of the Contract

Article 11: Contract variations

11.1 Any amendments or variation to the scope of Contract can only be made in writing and only with the prior written approval by the Client.

11.2 *Variation at Contractor's request* - The Contractor shall make a proposal to the Client for such amendments or variations which will, if adopted: (i) accelerate completion, (ii) reduce the cost to the Client of implementing, maintaining or operating the works/services/goods, (iii) improve the efficiency or value to the Client of the completed works/services/goods, or (iv) otherwise be of benefit to the Client. Such proposal shall include a clear and complete calculation of material and labour costs and on all other necessary cost. The proposal shall explicitly mention if the proposed amendments or variations may or will have an impact on the agreed scheduled completion date. The parties shall then start immediate negotiations to determine the consequences of such amendments or variations.

11.3 *Variation at Client's request* - The Client shall inform the Contractor immediately and in writing of any requested amendments/supplements to the scope of service/delivery which prove necessary through the course of performance. Such requests for amendment from the Client shall be assessed by the Contractor with respect to their possible consequences. The Contractor shall notify the Client of its findings in writing within five (5) calendar days from receipt of the Client's request. In its findings, the Contractor shall in particular make express reference to consequences for technical performance, costs and time schedule. Should the Client decide that the amendments are to be implemented, the parties shall amend the Contract accordingly.

Article 12: Execution of the Contract, Waste Disposal, Environmental Protection, Security and Quality, Excavation Works

12.1 The Contractor shall take into account all generally accepted rules of technology, applicable statutory and official provisions as well as the operational rules and provisions specified by the Client.

12.2 Machines and technical tools shall be supplied in accordance with the equipment and product safety regulations and with instructions for assembly and operation, EC declaration of conformity, CE certification and, where necessary, type approval. Tools shall be preferentially supplied with the product safety mark. Where certification of assessment is not provided, the Contractor shall bear the burden of proving compliance with the above provisions. Where so requested, the Contractor shall furnish the Client with the result of the risk assessment in accordance with Annex 1 of the EU Machinery Directive 2006/42/EC.

12.3 The Contractor shall be obliged to test the products in accordance with general industrial standards and to furnish the Client with the test results free of charge where the latter so requests. The Client shall also be entitled to test the products. Tests in this sense shall not be construed as acceptance. During and after the manufacturing process, the Contractor shall be responsible for testing the unfinished or finished goods where the manufacturing process is carried out under its supervision. Upon request, the Client shall be entitled to observe the manufacturing process, also in the completion phase, on the Contractor's premises (in-shop inspection).

12.4 Not used.

12.5 Insofar as services or works by the Contractor produce waste, the waste shall be recycled or removed by the Contractor and – in the absence of any written agreement to the contrary – at its own cost.

12.6 Where hazardous substances are supplied, the Client shall be supplied with product information, in particular current EU safety datasheets before the delivery, upon discretion of the Client in the language of the site. The same shall apply for information on statutory marketing and usage restrictions.

12.7 Where chemicals are used as raw materials or consumables, the Contractor shall, to the extent necessary, respect the provisions of the EU Regulation (EC 1907/2006) on registration, evaluation, authorization and restriction of chemical substances ("REACH") in the applicable versions, including any amendments which may have been implemented by supplementary regulations. In addition, the Contractor shall furnish all information which may reasonably be required for the proper and safe use/operation of the goods.

12.8 Where the Contractor applies a management system (occupational health and safety, environmental protection or quality management) and the contractually agreed service includes maintaining the management system, the Client, or a third party appointed by it, shall be entitled to assess the system in consultation with the Contractor.

12.9 For replacement and spare parts, the Contractor shall indicate all clearly described features, e.g.: manufacturer, type, or-order/article/identification number, dimensions, material, norm descriptions such as DIN, IEC, ISO etc. and any contents and fuels of the article/device to be delivered which are subject to the hazardous substances regulations shall be declared accordingly.

12.10 The Contractor shall notify the Client without delay in case of any concern with respect to the planned means of execution or with respect to the services rendered/products of other companies where this affects the scope of the Contractor's duty.

12.11 If, within the scope of the goods, services or works, the Contractor must carry out excavation or other work in the subsurface, the Contractor, or the person to whom the Contractor gives the instruction to carry out the work for it, must independently, as an excavator prior to the work, investigate the precise location of underground cables and pipelines, including empty pipes, underground support works and protective works, intended for the transport of solid, liquid or gaseous substances, energy or information. The Contractor, as excavator, is considered the one under whose responsibility, direction and supervision the excavation work is performed. As part of its obligations, the Contractor, or the party to whom the Contractor gives the assignment to carry out the work for it, must at least report to the Cable and Pipelines Information Center in good time in accordance with the Dutch Cables and Pipelines Information Exchange Act ("Wet Informatie Uitwisseling

Bovengrondse en Ondergrondse Netten en Netwerken", "WIBON") at the Land Registry. In the event that damage occurs to the aforementioned cables and pipelines or other damage, the Contractor will be liable for full compensation thereof.

Article 13: Health, Safety and Environment (HSE)

In general, the Contractor undertakes, on its own behalf and on behalf of its personnel and its subcontractors, to comply and to ensure compliance with the statutes, standards and best practices applicable with respect to health, safety, working conditions and the environment as well as all applicable legislation and regulations.

13.1 HSE related to goods, works and services performed at the Client's site:

(a) *HSE cooperation* - The Contractor shall appoint a HSE representative and shall cooperate and report on all HSE related matters with the Client and its HSE representative. The Contractor has to ensure best efforts in cooperation on HSE matters by actively contributing to the assessments, communication of potential risks and involving its employees and subcontractors. The Contractor shall set up an organization enabling it to ensure the HSE of its personnel and facilities.

(b) *Risk Assessment* - Before undertaking any works at the site, the Contractor needs to define the risks based on the received information: 1) the activities to be done in each phase, 2) the working method, 3) a risk assessment and 4) the minimum safety conditions to be met. Upon request of any party, parties will organize a joint visit of the site prior to the works. When the Client is not in charge of the site where the works, services or goods are provided, the Client will make his best efforts to organize the visit with the site manager. In no case the works or services will start if the minimum safety conditions are not met.

(c) *Safety on Site* - The Contractor shall be liable for the safety of its employees and those of the subcontractors on the site. The Contractor shall provide them the necessary equipment of individual and collective protection against the risks of Contractor, subcontractors and Client's activities. Any employment of temporary workers for the services or works under this Contract is subject to prior written approval of the Client. The Contractor undertakes that the proportion of temporary workers in relation to the overall workforce of the Contractor shall remain reasonable and shall not entail increased risks.

(d) *Commissioning tests / Safe working* - If tests need to be carried out prior to the

commissioning of equipment installed by the Contractor, the Client and the Contractor shall jointly analyze the specific risks in advance to such commissioning and define the responsibilities. Contractor shall ensure that all safety documentation ensuring the safe commissioning, operation and/or maintenance of the facilities/equipment is shared with the Client. Any training required to ensure safe operations / working shall be provided by the Contractor. If required by the Client, the Contractor shall update safety documentation and ensure the adequate training of staff operating the facility before commissioning. A final inspection of all works must be carried out by both parties.

(e) *Information/Training of Contractor's and subcontractor's employees* - Each employee of the Contractor and its subcontractors shall be qualified to work safely on site, prior to enter the site. The Client may control the qualification (e.g. technical competences) and test the training of the Contractor's and subcontractors' employees. The Contractor shall maintain at disposal any certificate required and their extension or renewal for particular tasks and shall deliver these to the Client upon request. The Contractor undertakes to communicate and explain the HSE Requirements, including the Life Saving Rules as set out in (g) hereunder, to its employees and temporary workers and its subcontractors and subcontractors' employees. The Contractor shall be obliged to provide evidence of such communication upon request of the Client.

(f) *Accidents, Hazardous Situations* - The Contractor shall inform directly the Client about all cases of injuries, accidents, near-misses or hazardous situations (in particular a breach of the Life Saving Rules). The Contractor shall send within 15 days the Client an analysis of the accident or significant event and a list of suggested preventive or corrective measures and a full report inclusive of corrective and preventative actions within 30 days of the event..

In the event of serious and imminent danger, all employees of the Client, the Contractor and its subcontractors must cease or call a stop to work if required by the situation, for their own safety and/or that of other people or property. In such cases, the Client must be informed of the situation immediately.

(g) *Life Saving Rules* - Without prejudice to the above HSE provisions, Contractor commits and shall procure its subcontractors to commit to respect the following rules ("Life Saving Rules") throughout the term of the Contract:

- Do not walk or stand under a load
- Stay out of the path of moving vehicles, plant and equipment
- Clip on your harness when working at height
- Only enter a trench if the appropriate wall supports are in place
- Test that the atmosphere is safe before entering a confined space and monitor it as you work
- Do not perform hot work unless the fire or explosion risks have been eliminated
- Verify that there is no live energy (mechanical, chemical, electrical, fluids under pressure, etc.) before starting work
- Do not manipulate your phone or any other communication device while driving; and
- Do not work under the influence of alcohol or drugs including driving.

13.2 *Supervision* – The Client and the Contractor conduct regular planned or unplanned inspections (verifying certificates and the state of equipment, plants, vehicles, protective equipment, etc.) and assessments of compliance with all HSE Requirements (compliance with the Life Saving Rules, safety instructions, the information given, the conformity of completed works, etc.) in proportion to the risk of activities. The results of these inspections and assessments will be recorded in writing and exchanged between the Client, the Contractor and any of its subcontractors. The Client shall coordinate health and safety aspects between internal and external stakeholders. The Contractor shall promptly comply with any safety interventions required by the Client.

13.3 The Contractor shall (i) implement the positive recognition and fair sanction system agreed with the Client for Contractor's and its subcontractors' personnel and (ii) indemnify the Client against all damages and costs incurred (including the costs of litigation) as may result from an infringement of law or HSE obligations by Contractor or its subcontractor for which the Contractor or its employees or subcontractors are responsible.

13.4 The Contractor shall comply with the HSE instructions of the site and with all applicable laws regarding HSE. The Contractor shall procure that its suppliers and subcontractors comply with these provisions. Any breach of HSE obligations by Contractor or its subcontractor shall constitute a material breach and entitle the Client to exclude the respective employees, subcontractor from the site, impose financial penalty, suspend or terminate the Contract. The Contractor shall put in place compensating measures to fulfill its contractual obligations and shall indemnify the Client for costs resulting from non-compliance with the HSE rules.

13.5 The Client reserves itself the right to assess compliance of with the HSE provisions by the Contractor and its subcontractors during the term of the Contract.

13.6 The Client shall assess upon its discretion throughout the Contract term the Contractor's HSE performance in accordance with the following criteria:

- Compliance to the HSE Requirements, in particular the Life Saving Rules;
- Level of transparency (e.g. stop cards, observations, events), especially in the event of hazardous situations or unsafe acts;
- Management of HSE aspects with regard to subcontractors (if applicable) Contractor's involvement and leadership in accordance with its expertise (e.g. visits, inspections and checks, best practices and suggestions for improvement).

The results of such assessment will be communicated by the Client to the Contractor.

13.7 For contracts with a price above 25.000 Euro, the Contractor shall regularly inform the Client about the hours worked on particular works or services per site (by its staff and its subcontractors) in order to calculate the Contractor's

frequency rate. Frequency rate is calculated as the aggregate of the number of occupational lost time accidents and the number of fatal occupational accidents, multiplied by (1,000,000 divided by number of hours worked).

Article 14: Intellectual property

14.1 The Contractor warrants that it holds all rights to all background intellectual property relating to the supplied goods or works/services.

14.2 Any intellectual property rights originating from or out of the Contract becomes immediately the property of the Client and the transfer of these rights is reflected in the agreed price.

14.3 The Contractor grants to the Client the perpetual and irrevocable licence to use all intellectual property rights (including all copyright, database rights, artwork, designs, topography rights, design rights, trademarks, trade names, utility models, patents, domain names, goodwill, and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world, in or relating to the products and/or services) on, in, related to and/or comprised in the products, services or works without any restrictions.

14.4 The Contractor shall indemnify and hold the Client harmless against all claims of third parties pursuant to any infringement of intellectual property rights, relating to the goods, services or works. The Contractor shall be liable towards the Client for all damages resulting from such infringement, including costs of legal assistance. In such a case, the Contractor shall also, at his own cost, adapt the goods, services or works, or replace them by equivalent goods, services or works.

Article 15: Confidentiality

All information whatever the nature (commercial, technical or other) disclosed by one party (i.e. the disclosing party) to the other party (i.e. the receiving party) or which the receiving party becomes aware of in connection with the Contract, shall remain the exclusive property of the disclosing party and the receiving party will maintain strict confidentiality thereof. The receiving party shall not use such information for any other purpose than the Contract and shall return it to the disclosing party thereafter. The receiving party will disclose such information only to employees who need to have access to the information for the performance of the Contract and who are bound to treat such information as confidential. The receiving party shall not disclose such information to third parties without the prior written approval of the disclosing party. All obligations under this Article 15 remain in force for 3 years after the end of the completion of the Contract or termination in accordance with CG 18.

Article 16: Liability

16.1 Each party shall be liable for and shall defend, indemnify and keep indemnified the other party, its agents, and its employees against all liabilities, losses, damages, costs and claims whatsoever, in respect of death or personal injury or loss of or damage to physical property, howsoever arising as a result of or in connection with (i) a breach by that party of its obligations under the Contract; or (ii) a negligent act or omission, actionable wrong or breach of statutory duty or duty of care committed by that party, its employees, agents or any of its subcontractors; or (iii) any failure of that party, its employees, agents or any of its subcontractors to comply with the law.

16.2 No party shall be liable to the other party for loss of profit, loss of revenue, loss of contracts, cost of capital or indirect consequential losses or damage that may be suffered by the other party in connection with the Contract.

16.3 Each party's liability in connection with the Contract (including after its termination) is limited to 150% of the Contract price with a minimum of 5.000.000 EUR. This limitation of liability shall not apply (i) if not allowed under the mandatory provisions of the applicable law; (ii) in case of fraud, willful misconduct or gross negligence or (ii) in relation to indemnification for claims made by third parties. For the avoidance of doubt, the cost of making good of a defect and the liquidated damages (if applicable) shall not be limited by this provision.

16.4 The Contractor is liable for acts or omissions of its subcontractors and their employees or representatives as for its own.

Article 17: Insurance – Minimum Requirements

17.1 Without prejudice to more stringent mandatory provisions, the Contractor shall subscribe a minima the following insurance policies:

- a) Third Party Liability insurance;
- b) Exploitation and Liability for works insurance; and
- c) Product Liability after delivery, covering its civil liability towards third parties for all damages of any nature whatsoever;

providing a cover of at least 150 % of the Contract value with a minimum of 1,500,000 EUR, for the works/services/goods. Upon request, the Contractor shall provide a copy of such policies or insurance certificates to the Client.

17.2 Such insurance policies shall enter into force at the execution of the Contract, shall remain in force without interruption until at least 24 months after completion of the Contract and must contain a waiver of recourse in favor of the Client and its insurers.

Article 18: Term – Suspension – Early termination

18.1 If no fixed term is stipulated in the Contract or the purchase order, the Contract shall be deemed to be entered into for an indefinite term, each Party having the right to terminate the Contract on its anniversary date, by giving prior written notice to the other party of one month.

18.2 The Client has the right to suspend the performance of the Contract or to terminate the Contract in case of (i) a material breach by the Contractor of any of his obligations under the Contract, (ii) in case of an event of insolvency, dissolution or attachment of assets affecting the Contractor or (iii) in case of long lasting Force Majeure in accordance with article 10.4 of this GC, or (iv) in case a guarantee is provided in accordance with CG 8.5 and such guarantee is no longer valid or the credit rating of the issuer of such guarantee has been downgraded.

18.3 The Client shall be entitled to reject the goods, services or works if the cap for delay liquidated damages was reached or in case of material breach of the Contract if the goods or works/services are substantially not conforming with requirements of the Contract and in particular with CG 3.5. In such a case Contractor shall reimburse the Client for any extra costs incurred by the Client and repay all the amounts paid so far by the Client to Contractor for the delivery of the rejected goods or performance of the rejected works/services.

Article 19: Ethics and Sustainable Development

19.1 The Contractor acknowledges that it has read and shall adhere to Client'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 Contractor maintains an established commercial relationship in accordance with the applicable law). Those commitments are available on the website www.engie.com.

19.2 The Contractor represents and warrants to ENGIE that it shall comply with (and has complied with, for six years prior to the signing of 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;
- (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 which includes but is not limited to greenhouse gas emissions, energy consumption, pollution prevention and waste management but also resource efficiency, biodiversity, no deforestation or land conservation;
- (vii) Economic offences, including bribery, fraud, influence peddling (or the equivalent offence under the national law applicable to the Contract), 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.

19.3 The Contractor 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).

19.4 Upon written request by Client, the Contractor 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 Client. In the absence of an assessment before the contract signature date, the Contractor 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 Client as a breach of contract entitling Client to suspend and/or terminate Contract in accordance with the terms and conditions set out in the Contract.

19.5 With regard to its own activities, the Contractor undertakes to actively cooperate and act in such a way as to enable Client 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 Client 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 Client.

19.6 The Client has the right to request proof from the Contractor, 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 Contractor undertakes to give access rights to its premises and sites to Client's employees, and to provide any information and/or documentation that Client may request to allow it to properly carry out the audit.

19.7 Any breach by the Contractor of the provisions of this Ethics and Sustainable Development Clause constitutes a contractual breach entitling Client to suspend and/or terminate the Contract in accordance with the terms and conditions set out in the Contract.

Article 20: Cybersecurity

20.1 The Contractor warrants that all software and/or systems supplied and/or used and/or made available by it to the Client in supplying the goods and/or performing the works/services will at all times be kept adequately safe and secure, protected against digital threats (such as viruses, trojans, worms, spyware, spam, phishing and rootkits) and/or against other kinds of threats that compromise or potentially compromise the confidentiality, integrity and/or availability of the goods, services or works or the network or other parts of the Client's information system. In that context, the Contractor will fully indemnify the Client against the consequences thereof and will be obliged to give compensation for losses sustained and costs incurred in relation thereto and/or arising therefrom.

20.2 It is not permitted without the Client's explicit consent to make an electronic connection with digital systems and networks, including the Client's office and related automation systems. "Connection" is understood as connection between the Client's electronic (digital) network and/or systems on the one hand and the Contractor's (own) external devices such as PCs or laptops, data carriers such as USB sticks and memory cards or (part of) the Contractor's network and/or systems on the other hand.

20.3 The Contractor must be able on request to demonstrate that the hardware, software, systems, networks or digital media to be used are not vulnerable to digital threats as defined in CG 20.1. The Client will retain the right at all times to verify this itself (in consultation) or, where appropriate, to impose and monitor additional security requirements. The Client may also require the Contractor to scan its (own) external devices as defined in CG 20.2 using means and methods designated by the Client.

20.4 Suspect software and/or (potential) digital threats must be reported immediately by the Contractor to the Client and any connection which has been made must be terminated immediately. Notwithstanding instructions and consents given by the Client as referred to above, the Contractor will continue to be responsible for that connection.

20.5 Where appropriate, the Contractor will, if required by the Client and agreed with Contractor, comply more specifically with requirements of which it is informed, such as certification procedures, standards, norms, guidelines

and national or international regulations relating to the use, behavior or supply of software.

20.6 Any service related to industrial control systems must be made in compliance with good practices in industrial cybersecurity, and in particular the policies and requirements of the Client's sites in terms of industrial cybersecurity. The elements to be taken into consideration must be requested by the Contractor from the Client. The Contractor must be able to demonstrate compliance with these requirements throughout its service. As part of its services carried out on site, the Contractor must ensure that the IT tools it connects to the Customer's industrial control systems are free of any malicious code. In particular, during an intervention on a site of the Customer who reserves the right to verify that no internal alternative is available as well as to verify that the tools used by the Contractor are free of any malware and up to date before authorizing the Contractor to use its tools to intervene on its site. The Contractor must ensure that its equipment meets the Client's expectations before on-site intervention. He can contact the Customer for this. If the Customer's industrial control system is attacked as a result of actions taken by the Contractor, and the latter cannot prove that it has followed the good practices and specific requirements put in place in the context of the service, the Customer reserves the right to claim any damages, including penalties from the Contractor for losses suffered as a result of the cyber incident. In order to avoid any possible problems, it is recommended that the Contractor use the IT tools available on the site as part of its service.

Article 21: Protection of Personal Data

21.1 Terms used in this CG 21 and not defined in this Contract shall have the meaning assigned to them in regulation (EU) 2016/679. The parties undertake to act in accordance with the applicable Personal Data Protection laws.

21.2 The Client may provide the Contractor with data, files, and so on of any nature and in any form, constituting Personal Data and hereby authorises the Contractor to process such data in order to provide the services, works or goods specified in the Contract.

21.3 The Client shall act as the Data Controller, and the Contractor shall solely act on the Client's behalf in the role of Data Processor.

21.4 In the event that the Contractor is required to process data on the Client's behalf, it undertakes in particular to comply with all the obligations stipulated in Article 28 of EU general data protection regulation 2016/679 and to ensure that authorized persons only have access to the Personal Data they need for their duties, and undertakes to respect the confidentiality of the Contract.

21.5 The Contractor undertakes to:

- (i) set up and maintain, throughout the term of the Contract, all relevant technical and organizational measures, in particular all security measures that are appropriate given the nature of the Personal Data processed and the risks inherent in any Processing that is carried out.
- (ii) refrain from processing the Personal Data without express consent from the Client.
- (iii) to promptly notify the Client of any request from a Data Subject in respect of his/her rights concerning his/her Personal Data and to supply the Client with any assistance it may require to more easily respond to such requests.
- (iv) to obtain express prior consent shall be obtained from the Client before the Personal Data of the Client can be transferred to third countries not ensuring an adequate level of protection within the meaning of the Directive and Regulation (EU) 2016/679.

21.6 Any Personal Data Transfers to a third country outside the European Union shall have to be authorized in writing by the Client to the Contractor (and entities associated with the Contractor or Sub-Processors). The Contractor establishes the guarantees required by the applicable Personal Data Protection laws and report them to the Client.

21.7 In the event of a Personal Data breach, the Contractor shall notify the Client within 48 (forty-eight) hours of learning thereof. The Contractor also undertakes to submit an analysis of the impact of the breach to the Client within 48 (forty-eight) hours of the aforementioned notification. The Contractor undertakes to cooperate to enable the Client to report the Personal Data

breach to any competent Supervisory Authority, in accordance with the Personal Data Protection laws.

21.8 The Client reserves the right to carry out, at its sole discretion and under the conditions laid down in the data privacy security annex provided by the Contractor describing the use of any data processing as data processor or data controller, any checks it may deem necessary to ensure that the Contractor and its Sub-Processors are complying with their obligations in respect of Personal Data, as defined in this Contract.

21.9 Upon the expiry or termination of this Contract, and at any time if so requested by the Client, the Contractor and its Sub-Processors shall return to the Client all of the Personal Data they may have processed in any way, doing so within a reasonable timeframe, which may not exceed 1 (one) month.

Article 22: Applicable law – Jurisdiction

22.1 The Contract shall be subject to the law of the country of the site where the goods are delivered or works/services are being performed.

Provisions of the Vienna Sale Treaty shall be excluded.

22.2 All disputes, including (i) those regarded as such by only one of the Parties, (ii) that may arise between the Client and the Contractor as a result of and/or in connection with the Contract and/or these GC and/or contracts arising from or related to them, (iii) that arise from and/or are related to the execution of the Contract and/or these GC or contracts referred to above, shall be submitted exclusively to the competent court in Rotterdam, the Netherlands.

22.3 Contrary to the preceding paragraph, the Client may unilaterally decide that, to the exclusion of the ordinary court, disputes shall be submitted to and decided by one or more (unequal number of) arbitrators in accordance with the regulations of the Netherlands Arbitration Institute (NAI) in Rotterdam, whereby these disputes thus submitted shall be settled "de jure".

Article 23 : Miscellaneous

23.1 The invalidity, ineffectiveness or unenforceability of any provision in this Contract shall not affect the validity, effectiveness or enforceability of any other provisions of this Contract, which shall remain in full force and effect. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the affected provision as regards subject-matter, amount, time, place and extent.

23.2 The Parties' obligations under sections 6, 14, 15, 21, 22 and 23 will survive the termination, expiration of this Contract.

23.3 No amendment, modification or waiver of any provision of this Contract or of any right, power or remedy shall be effective unless made expressly agreed in writing by both parties (if amendment or modification) or by the entitled party (if waiver).