



# **GENERAL TERMS AND CONDITIONS OF PURCHASE**

**ORANO**

**Edition 2026**

## TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS.....	4
ARTICLE 2	PURPOSE .....	5
ARTICLE 3	ORDERING .....	5
ARTICLE 4	APPLICABLE DOCUMENTS .....	5
ARTICLE 5	VARIATIONS .....	6
ARTICLE 6	GROUP OF COMPANIES (“GROUPEMENT MOMENTANE D’ENTREPRISE”) .....	7
ARTICLE 7	SUPPLIER'S WARRANTIES AND REPRESENTATIONS – MANDATORY INFORMATION. ....	7
ARTICLE 8	SUPPLIER'S OBLIGATIONS AND COMMITMENT .....	8
ARTICLE 9	GENERAL CONDITIONS OF PERFORMANCE .....	14
ARTICLE 10	FINANCIAL CLAUSES.....	16
ARTICLE 11	VALIDATION – ACCEPTANCE – DELIVERY .....	20
ARTICLE 12	WARRANTY.....	22
ARTICLE 13	LIABILITIES – INSURANCE .....	23
ARTICLE 14	INTUITU PERSONAE – SUBCONTRACTING.....	26
ARTICLE 15	EMPLOYMENT .....	27
ARTICLE 16	CONFIDENTIALITY - NATIONAL DEFENSE .....	28
ARTICLE 17	INTELLECTUAL PROPERTY .....	29
ARTICLE 18	PERSONAL DATA PROTECTION.....	34
ARTICLE 19	REFERENCE AND OWNERSHIP OF NAMES, LOGOS AND TRADEMARKS .....	35
ARTICLE 20	SECURITY AND ACCESS TO THE IT SYSTEM .....	36
ARTICLE 21	AUDIT.....	36
ARTICLE 22	FORCE MAJEURE .....	37
ARTICLE 23	THE SUPPLIER'S DEFAULT .....	38
ARTICLE 24	SUSPENSION OF THE ORDER.....	38
ARTICLE 25	TERMINATION.....	39
ARTICLE 26	REVERSIBILITY .....	39
ARTICLE 27	EXPORT CONTROL .....	40
ARTICLE 28	INTERNATIONAL SANCTIONS .....	42
ARTICLE 29	ETHICS AND COMPLIANCE .....	44
ARTICLE 30	CARBON BORDER ADJUSTMENT MECHANISM .....	47
ARTICLE 31	GOVERNING LAW - SETTLEMENT OF DISPUTES .....	48
ARTICLE 32	OTHER CLAUSES.....	49
ARTICLE 33	SURVIVAL OF CLAUSES .....	49
ANNEX A	SPECIFIC CLAUSES APPLICABLE TO WORK .....	50
ARTICLE A.1	SUPPLIES AND COSTS FOR WHICH THE SUPPLIER IS RESPONSIBLE.....	50

ARTICLE A.2	STORAGE.....	51
ARTICLE A.3	OBLIGATIONS OF THE SUPPLIER .....	51
ARTICLE A.4	STATUS OF WORK.....	52
ARTICLE A.5	CONTROLS AND CHECKS .....	52
ARTICLE A.6	PERFORMANCE BOND (RETENUE DE GARANTIE) .....	52
ARTICLE A.7	ACCEPTANCE.....	52
ARTICLE A.8	BUILDINGS OR PART OF BUILDINGS AVAILABLE .....	54
ARTICLE A.9	WARRANTIES - WORK .....	54
ARTICLE A.10	RIGHT OF OWNERSHIP .....	55
ARTICLE A.11	TRANSFER OF OWNERSHIP.....	55
ARTICLE A.12	SUBSCRIPTION BY THE PURCHASER TO A CONTRACTOR'S ALL RISKS POLICY AND/OR A GROUP TEN-YEAR LIABILITY INSURANCE CONTRACT .....	55
ARTICLE A.13	DOCUMENTS TO BE PROVIDED BY SUPPLIERS.....	56
ARTICLE A.14	TERMS OF IMPLEMENTATION OF ARTICLE 23 OF THE COMMON CLAUSES "DEFAULT BY THE SUPPLIER" .....	57
ANNEX B	CLAUSES SPECIFIC TO SUPPLIES.....	59
ARTICLE B.1	PACKAGING - CONSIGNMENTS - TRANSPORTATION.....	59
ARTICLE B.2	UNLOADING - HANDLING .....	60
ARTICLE B.3	STORAGE.....	60
ARTICLE B.4	MONITORING MANUFACTURING - FACTORY AUDIT .....	60
ARTICLE B.5	TECHNICAL ACCEPTANCE IN THE FACTORY - ON SITE VERIFICATION AND TESTING OF THE SUPPLIES.....	61
ARTICLE B.6	ACCEPTANCE.....	62
ARTICLE B.7	TRANSFER OF OWNERSHIP AND RISKS.....	63
ARTICLE B.8	WARRANTY.....	63
ARTICLE B.9	CONTINUITY OF SPARE PARTS.....	64
ARTICLE B.10	TERMS OF IMPLEMENTATION OF ARTICLE 23 OF THE COMMON CLAUSES "DEFAULT BY THE SUPPLIER" .....	64
ANNEX C	CLAUSES RELATING TO TRANSPORT ORDERS AND THE TRANSPORTATION OF RADIOACTIVE AND NUCLEAR MATERIALS .....	66
ARTICLE C.1	DEFINITIONS.....	66
ARTICLE C.2	GENERAL .....	66
ARTICLE C.3	INSURANCE - LIABILITIES .....	68
ARTICLE C.4	INSPECTION - ACCEPTANCE .....	69
ARTICLE C.5	TRANSFER OF RISKS.....	70
ARTICLE C.6	COMPLIANCE WITH MISCELLANEOUS REGULATIONS .....	70

## ARTICLE 1 DEFINITIONS

**Amendment:** shall mean the written agreement whereby the Purchaser and the Supplier amend the Order to adapt or supplement one or more of its clauses.

**Client:** shall mean the legal entity on behalf of which the Purchaser shall perform or have performed the Services including, where appropriate, the delivery of Supplies.

**Common Clauses:** shall mean all the clauses applicable to all Orders and covered by Articles 1 to 33 of the GTCP.

**Deliverables:** shall mean all reports, studies, plans, mock-ups, designs, files and any other documents designed and/or developed by the Supplier pursuant to the Order, either in written, electronic or any other form, known or unknown as the date of the Order.

**Entity or Legal Entity:** shall mean Orano or any current or future French company in which Orano holds, directly or indirectly, a majority of its voting rights granting to Orano a controlling interest over it in accordance with Articles L.233-1 to L.233-5-1 of the French Commercial Code, and which is likely to place an Order.

**GTCP:** shall mean these General Terms and Conditions of Purchase as amended from time to time.

**Order:** shall mean any order or agreement entered into by an Entity under these General Terms and Conditions of Purchase. The Order will define all agreed obligations between the Purchaser and the Supplier embodied in a set of contractual documents.

**Party(ies):** shall mean the Purchaser and/or the Supplier.

**Purchaser:** shall mean any Entity which enters into an agreement with the Supplier by placing an Order.

**Regulation:** shall mean the Site rules and regulations applicable to external companies operating on this Site.

**Special Terms & Conditions:** shall mean the contractual provisions specific to a given Order. They may supplement and/or amend the provisions of the GTCP; such Special Terms & Conditions prevailing over the GTCP.

**Supplier:** shall mean the Purchaser's co-contractor.

**Supplies:** shall mean any equipment, physical goods and any Deliverables ordered by the Purchaser from the Supplier, as defined in an Order.

**Services:** shall mean, in a generic and non-exhaustive manner, any services and/or Work to be performed and carried out by the Supplier as stipulated in the Order.

**Site:** shall mean any geographic location within which the Supplier carries out the Services and/or delivers the Supplies ordered.

**Work:** shall mean, in a generic and non-exhaustive manner, any work or other installation that the Supplier is required to carry out in accordance with the provisions of an Order.

## **ARTICLE 2      PURPOSE**

These GTCP define the general provisions applicable to the Order placed under these GTCP.

The GTCP include common clauses (Articles 1 to 33) applicable to all Orders as well as specific Annexes.

The GTCP shall apply to any Amendments.

## **ARTICLE 3      ORDERING**

**3.1** Placing an Order closes the negotiations. Consequently, the Parties are deemed to have examined, discussed and agreed on the entire content of the Order and, in particular, all the business terms and technical specifications.

The Parties are deemed to have entered into an agreement upon the day the Purchaser receives unreserved acceptance of the Order from the Supplier.

Before accepting, the Supplier shall check all the information and data included in documents it receives from the Purchaser and shall, with the prior consent of the Purchaser, take any corrective measure, which may turn out to be necessary pursuant to the Supplier's obligation to advise.

Any modifications shall be agreed upon by both Parties prior to acceptance of the Order and shall be expressly stated in the Order in its final and signed form.

The Supplier shall request any further explanations and/or clarifications from the Purchaser in each case the information sent appears to it to be ambiguous, so as to ensure that it does not contain any error or omission which could result in the incorrect or incomplete fulfillment of the Order, and to make any comments which appear to it to be timely about the data which will be sent to it by the Purchaser. In the absence of such, no claim, reservation or exception can be invoked subsequently by the Supplier.

**Any obligation for which the Purchaser is responsible or restriction of its rights or any amendment notified subsequent to the conclusion of the Order, or which appeared in the delivery documents or requests for progress payments or invoices sent by the Supplier, in particular any retention of title clause, shall be null and void.**

**3.2** Unless stipulated otherwise in the Special Conditions, the Supplier shall return no later than fifteen (15) calendar days after receiving the Order sent by the Purchaser via mail or email, a signed copy of the Order, which shall be deemed an acknowledgment of receipt. Should the Purchaser not receive the copy of the duly signed Order within the term stipulated hereinabove, (i) any start of performance of the Order by the Supplier, shall be deemed as a full acceptance of the Order by the Supplier; or (ii), in the absence of such a start of performance by the Supplier, the Order shall be considered as null and void.

**3.3** The clauses in this article shall also apply to Amendments.

## **ARTICLE 4      APPLICABLE DOCUMENTS**

**4.1** The documents constitutive of the Order, in addition to these GTCP, are mentioned in the Order and form an integral part thereof, to the exclusion of any other. Thus, any document issued by the Supplier, at any time, including those subsequent to the Order (such as, without limitation, terms and conditions attached to delivery note, invoice, etc.), shall not be of any force nor effect unless expressly accepted in writing by the Purchaser.

**4.2** The Order is composed of, but not limited to:

1. the Special Terms & Conditions, along with all Annexes attached hereto and any document referenced therein;
2. the technical specifications;
3. the copy of any applicable Sites Regulation(s), as provided by the Purchaser, which the Supplier acknowledges to be aware of;
4. the GTCP;
5. the Orano's Code of Ethics and Business Conduct;
6. the Human Rights Policy;
7. the Orano Group's Sustainable Development Commitment.

In the event of any discrepancy or contradiction between the provisions of one or more contractual documents, the order of precedence set forth in the Order shall apply, or in the absence of such, the order set forth hereinabove shall apply. Should the Supplier not abide by this Clause, then the Purchaser shall be entitled to terminate the Order in accordance with Article 25.2 "TERMINATION FOR CAUSE".

## **ARTICLE 5      VARIATIONS**

### **5.1      VARIATIONS OF ORDER**

The Supplier cannot amend the Order without the Purchaser's prior written consent.

During performance of the Order, the Purchaser is entitled to vary the scope and conditions of performance of the Services and/or the delivery of Supplies by means of an Amendment.

The Supplier undertakes to carry out such variation, after the Parties mutually agree on any consequences of these amendments, in particular on timescales and prices relating thereto. To meet this objective, the Supplier shall provide the Purchaser with all the necessary information and any quotation as may be requested, to amend the Order.

After updating the new contractual clauses, if applicable, any amendment to the Order is made by way of an Amendment as per Article 3 "ORDERING".

Hence, pursuant to the Amendment, the Supplier is responsible for updating the documents relating to the performance of the Services and/or delivery of Supplies such as: amount of bank surety, insurance cover, etc.

### **5.2      CHANGE IN LAWS AND BALANCE OF THE ORDER**

#### **5.2.1 CHANGE IN LAW**

The provisions of the Order are governed by the laws, regulations, standards and technical or administrative requirements and their interpretation issued by competent authority as of the execution date of the Order. Therefore in case of any change in law, regulation, standard and technical or administrative requirements and/or their interpretation issued by any competent authority occurring after execution of the Order by the Parties that causes a change in the balance of obligations in the Order so as to render the execution of the Order seriously prejudicial to a Party, the prejudiced Party shall inform the other Party of this change by written notice.

The Parties shall meet to agree on a solution and to make appropriate adjustments to the adversely impacted Services and/or Supply. The Parties shall negotiate in good faith to reach an agreement through an Amendment. If despite their best efforts, the Parties cannot reach such agreement within two (2) months from the written notice issuance as stipulated hereinabove, either Party shall be entitled to terminate in full or in part the Order upon sending

a registered letter to the other Party notifying so. Such termination shall be exclusive of any remedy or compensation whatsoever.

During the negotiation period, the execution of the Order shall be maintained (in whole or in part) according to the terms of the Order.

### **5.2.2 BALANCE OF THE ORDER**

Without prejudice to the application of Article 5.2.1 'CHANGE IN LAW' or any other legal provision, the Parties acknowledge that, as of the date of signing the Order, the economic conditions of the said Order are such as to ensure its economic balance. In the event of a disruption to the balance of the Order to the extent that its performance becomes excessively burdensome for one of the Parties, that Party shall immediately notify the other Party by registered letter with acknowledgment of receipt of the occurrence of such a situation, accompanied by all supporting documentation of said disruption.

The Parties shall consult with each other in order to negotiate a solution and adjust the Services affected by the Order. Each Party then undertakes to negotiate in good faith, with a view to reaching an agreement and signing an Amendment to the Order. During the negotiation period, the performance of the Order shall be maintained (in whole or in part) in accordance with the terms of the Order.

## **ARTICLE 6      GROUP OF COMPANIES (“GROUPEMENT MOMENTANE D’ENTREPRISE”)**

When the Purchaser places an Order to a group of several Suppliers, the Special Conditions of the Order shall determine the basic requirements of such consortium. If the Order does not determine such basic requirements, then the group of Suppliers shall be held jointly and severally liable to the Purchaser. Being specified that any claims, actions or proceedings brought by the Purchaser against any of the Suppliers shall suspend the prescription period for each of them.

The members of the suppliers group shall appoint one of them as their joint representative as long as lasts the performance of the Order and the ensuing liability. Each Supplier shall grant to the representative who shall accept, the power to act for and on behalf of each and every one of them vis-a-vis of the Purchaser with regard to the Order. The representative shall be held jointly and severally liable to the Purchaser with each Supplier.

In particular, the Suppliers shall grant to the representative the following powers:

- To sign the Order and any Amendment and any contractual documents relating to the Order; and
- To collect all payments made by the Purchaser, whom is released from its obligation to pay under the Order when making payments to the representative;
- To provide the Purchaser with all proper documents necessary for the performance of the Order.

## **ARTICLE 7      SUPPLIER'S WARRANTIES AND REPRESENTATIONS – MANDATORY INFORMATION**

**7.1**      The Supplier warrants it has:

- the technical skills and sufficient resources to ensure the provision of the Services and/or Supply in a due and timely manner in accordance with the Order's specifications and the best practices and standards of the industry; and

- the financial and human resources to provide the Services and/or Supply under the Order without risk of interruption; and
- the necessary required authorizations, permissions and approvals to perform the Services and/or to deliver the Supplies.

**7.2** The Supplier represents to be in full compliance with applicable tax law and regulations, by proceeding with all the statutory declarations and by paying the all amounts due (such as taxes, duties, contributions).

## **ARTICLE 8 SUPPLIER'S OBLIGATIONS AND COMMITMENT**

### **8.1 GENERAL OBLIGATIONS**

The Supplier is bound by an obligation to achieve a result ("*obligation de résultat*" under French law) regarding the perfect and total performance of the Order and must in particular:

- to perform the Services and/or deliver the Supplies in accordance with the provisions of the Order as well as the legal and regulatory provisions and current best practice, norms and standards of the industry;
- to deliver Supplies, free from any ownership or property rights or liens of whatsoever nature and from any encumbrances;
- warrant that all the components of the Supplies are brand new, free from any defects, and fit for the purpose stipulated in the Order;
- produce and hand over to the Purchaser according to the forms, quantities, timescales, and the intended objectives or purposes, all the documents and/or Deliverables stipulated in the Order or incidental to its correct performance;
- In accordance with French Decree No. 2019-768 of July 24, 2019, concerning the accessibility of online public communication services for persons with disabilities, the Supplier undertakes to comply with the General Accessibility Improvement Framework (Référentiel Général d'Amélioration de l'Accessibilité – RGAA) and to ensure that the Services are brought into conformity with this Framework.

Furthermore, the Supplier must notify the Purchaser immediately in writing of any change that occurs during performance of the Order and in particular relating to:

- the address of its company's registered office and/or that of any relevant place of business,
- its share capital,
- its company name,
- its legal form,
- its statutory representatives and the persons having the power to represent it,
- the group of companies of which it is part, when it matters for the performance of the Order,
- the opening of any proceeding under any statute of any relevant jurisdiction relating to bankruptcy, insolvency, stay of creditor remedies, moratorium, compromise, arrangement, extension, adjustment or re-organization of debts or other liabilities, liquidation, winding-up or dissolution;
- the temporary or permanent loss of a condition linked to the Supplier's prerequisites, such as the holding of any authorization and/or license required for the performance of the Order,
- changes in the place of manufacture,

- the modification of its banking details, the Supplier agreeing that its new banking details may be subject to verification by a third-party service and, if necessary, to transmit its banking details to said third-party service as part of anti-fraud checks,
- and more generally, any other significant change relating to the Supplier likely to have an impact on the good performance and successful implementation of the Order.

Should the Supplier fails to notify such information in due time, then the Purchaser shall be entitled to terminate the Order for Supplier's default.

#### **8.1.1 OBLIGATION TO ADVISE AND TO INFORM**

As a professional, the Supplier shall advise and inform the Purchaser, from time to time in the course of the performance of the Order, and as such, shall in particular provide the Purchaser with all useful and relevant comments on all documents brought to the Supplier's attention and all and any information likely to have an impact on the good performance of the Order.

The Supplier undertakes to propose to the Purchaser, under acceptable technical and financial conditions, any improvements to the Services and/or Supplies, due to an evolution in the state of the art and likely to enhance the performance of the Order in terms of, but not limited to, costs or quality.

It is the Supplier's responsibility to ensure that the Purchaser's requests are consistent and to advise the Purchaser as to the suitability of the Services and/or Supplies to the objectives pursued by the Purchaser.

#### **8.1.2 DUTY TO WARN**

The Supplier is obliged to warn the Purchaser of the consequences of the various decisions that the Purchaser may take under the Order and to draw the Purchaser's attention to the risks of whatever nature it may take in the context of the execution of the Order. The Supplier shall suggest useful processes and solutions that promote the smooth execution of the Order.

#### **8.1.3 COMMITMENTS**

The Supplier shall in particular:

- agree to the visits, audits and controlled by the Purchaser or by third parties appointed or authorized by the Purchaser or by any competent authority, during performance of the Order, and to take all necessary measures to this effect, as well as to ensure or facilitate access to its own premises, resources and documents or those of its subcontractors and/or suppliers involved in the different phases of performance of the Order,
- use the French language, unless otherwise agreed, in all documents and correspondence issued in respect of the Order,
- appoint a dedicated contact to monitor the proper performance of the Order,
- define and implement the organization and physical and human resources necessary for the proper performance of the Order and to allocate a competent, stable and suitable team for the performance of the Order, in order to comply with the safety, quality and time objectives defined by the Order.

## **8.2 REACH REGULATION**

The Supplier undertakes that the products (substances, combinations or articles) supplied or used in respect of the Order comply with the provisions of the REACH Regulation (EC regulation No. 1907/2006) and that it will send the Purchaser evidence of such compliance.

### **8.2.1 SUBSTANCES AND COMBINATIONS**

If the substances subject to REACH Regulation have not been registered previously, the Supplier must verify that all the substances contained in the product(s) supplied or those used for the Order have either already been registered or (if not already registered) will be registered by the signature date of the Order.

For substances and combinations, the Supplier shall state the use made by the Purchaser as the identified use upon registration, or failing this, check for the existence of such statement beforehand in the supply chain in the registration file(s) concerned. This clause does not apply if the Purchaser does not wish to indicate the use made of the substance or combination to its Supplier.

Should an authorization application file be necessary in relation with the substance supplied to the Purchaser as such or in a combination, the Supplier shall inform the Purchaser of its intention to file if necessary, no later than one month after publication by the European Chemicals Agency (ECHA) of the recommendation to list the substance concerned under Annex XIV.

In the event that the authorization is not granted or the Supplier does not comply with the substance's restrictions, the Supplier will propose a substitute product to the Purchaser within three (3) months, which shall have the option of accepting or refusing such product. Should no substitute product be proposed by the Supplier and/or be approved by the Purchaser (the number of proposals by the Supplier being limited to two (2)), the Purchaser may cancel the Order within the conditions of Article 25.2 "TERMINATION FOR CAUSE".

### **8.2.2 ARTICLES**

The Supplier warrants the Purchaser that in each article or part of an article covered by the Order, there is no substance identified on the list defined in Article 59 §1 REACH Regulation (Substance of Very High Concern) in a concentration in excess of 0.1 % mass/mass. Should such concentration be the case, the Supplier shall indicate the name of the SVHC concerned as well as any relevant information, in particular its location and concentration, as well as the justification for its presence.

The Supplier also undertakes to provide, upon written request by the Purchaser, any relevant information relating to a substance identified on the list defined in Article 59 §1 of the REACH Regulation which may be present in the article or part of the article with a concentration of less than 0.1% mass/mass."

## **8.3 REGULATION - CUSTOMS AUTHORIZATION**

In respect of the traceability requirements resulting from the Purchaser's customs Authorization, such as "Authorized Economic Operator" ("AEO") or any equivalent status, the Supplier undertakes that it will provide the Purchaser with the following information.

### **8.3.1 FOR THE PURCHASE OF MATERIALS, EQUIPMENT, HARDWARE, TRANSPORTATION CROSSING THE BORDER OUTSIDE E.U.:**

- the Supplier must evidence its AEO authorization or any other equivalent status, and if it has, specify its authorization number ;
- and on the invoice mention its customs nomenclature, and the origin of the materials, equipment and hardware delivered.

Should the Supplier not be AEO authorized, or hold any equivalent status, it undertakes to send the Purchaser a Security Declaration duly completed and attached to the acknowledgment of receipt of the Order.

If these documents are not provided, the Purchaser will be entitled to terminate the Order forthwith at Supplier's fault, after a ten (10) days written notice left without effect, within the conditions of Article 25.2 "TERMINATION FOR CAUSE".

### **8.3.2 FOR ON-SITE SERVICES:**

If the Supplier is a Service Provider operating on the Purchaser's Site(s), and as such not part of an international logistics chain, it is not mandatory for it to sign a Security Declaration obliging it to abide by safety and security measures.

However, the Supplier acknowledges having been informed by the Purchaser that the performance of the Services shall take place in premises subject to a safety-security requirement pursuant to the AEO authorization.

The Supplier shall abide by and adhere to and procure that its personnel and its subcontractors abide by and adhere to all the safety-security rules applicable on the Site(s), which have been communicated to it by the Purchaser.

## **8.4 HEALTH AND SAFETY AND HEALTH PROTECTION**

The Supplier shall perform and procure that its personnel perform the Order pursuant to the applicable law and regulation, in particular the measures to be taken relating to fire safety, health and radiation protection applicable on the Sites(s) concerned.

In particular the Supplier shall comply with Articles R 4511-1 et seq. of the French Labor Code which specifically address the setting up of a prevention plan when special risks are identified, if applicable, or if the operation consists of hazardous work as stipulated by the regulation of March 19, 1993, or if the operation consists of a planned volume of hours of at least 400 hours within 12 months.

The Supplier shall perform the Order in accordance with Articles R 4515-1 to 4515-11 of the French Labor Code on setting up a security protocol relating to the loading and unloading operations.

The Supplier shall perform the Order in accordance with all law and regulations relating to health, safety, fire, hygiene, radiation protection and with regard to risks related to ionizing radiation applicable to the Order's place of performance, subject to any more restrictive clauses of any local law and regulation.

The monitoring of the Supplier's employee health falls under the responsibility of the Supplier's occupational health service, which ensures the medical follow-up of classified workers. When workers are classified in category A or B and operate within a basic nuclear installation, the occupational health and prevention service must be specifically authorized for this purpose by the competent administrative authority.

The Supplier will appoint a manager on Site for each operation. The manager will have the necessary technical and management authority; in particular, he will ensure the proper performance of the assigned tasks with respect to the Supplier's legal and contractual obligations.

The Purchaser will also specify to the Supplier, prior to performance of the Order, the existence of access to the Site concerned, as well as any specifics on how the Order is to be performed, and the Supplier shall procure that its personnel and any subcontractors comply with such specification.

## **8.5 QUALITY MANAGEMENT**

If a Quality Management Plan (QMP) or Quality Assurance Plan (QAP) is required in performing the Services and/or Supplies stipulated in the Order, the Supplier shall there describe the organization and documentation that it will implement to perform the Order.

The Purchaser, its client or any third party authorized by the same, or any competent authority, reserves the right to audit, in the Supplier's premises, or those of its subcontractors and suppliers, that the Services comply with all the Order's requirements.

Quality audits of the Supplier, its subcontractors and suppliers may also be triggered by the Purchaser, or any third party authorized by the same, in the usual frame of Supplier's assessment of its suppliers, following a specific event, as well as during the performance of the Order.

The Supplier will facilitate the checks and/or quality audits carried out by the Purchaser or any third party appointed by the same, or any competent authority, and warrants free access to its premises and those of its subcontractors and suppliers.

Furthermore, the Supplier, its subcontractors and suppliers shall make available from time to time to the Purchaser or any third party appointed by the same, or any authority having jurisdiction, all information evidencing quality compliance and relating to the progress of the Order.

The verifications, inspections and quality audits carried out by the Purchaser shall not release the Supplier from any responsibility and/or liability. Should some measures implemented by the Supplier appear insufficient, ineffective or unsuitable, Purchaser shall notify of such the Supplier which shall propose a remediation plan within the notified timescale.

## **8.6 USE OF AN ARTIFICIAL INTELLIGENCE SYSTEM**

The term "Artificial Intelligence System" has the meaning given by the definition of "AI system" in Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonized rules on artificial intelligence ("AI ACT"), namely: "a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments."

The Supplier expressly declares that it will not use any Artificial Intelligence System for the performance of the Services without having obtained the prior written authorization of the Customer.

If the Supplier is authorized to use an Artificial Intelligence System for all or part of the Services, it undertakes to provide the following information to the Purchaser:

- The nature and function of the Artificial Intelligence System it intends to use;
- The elements of the Service concerned by the use (collection, processing, drafting, analysis, etc.);
- The measures taken to ensure the reliability, traceability, and confidentiality of the results produced by the Artificial Intelligence System;
- Compliance of the use of the Artificial Intelligence System with applicable legal obligations (including applicable legislation on personal data protection, trade secret protection, etc.);
- Applicable guarantees regarding confidentiality, reliability, regulatory compliance, transparency, or protection of trade secrets;
- Any possible qualification of the Artificial Intelligence System as a high-risk AI system within the meaning of the AI ACT.

The Supplier undertakes to promptly inform the Customer of any changes to the above information.

The Customer may refuse or condition any use of the Artificial Intelligence System on specific technical or ethical requirements.

The Supplier guarantees that any Deliverables produced using an Artificial Intelligence System do not infringe third-party rights. The Parties acknowledge that the provisions of Article 17.3 of the GTC apply to any Deliverables produced using an Artificial Intelligence System.

The Supplier guarantees that any Deliverables produced using an Artificial Intelligence System do not contain any bias or hallucinations. The Supplier undertakes that any Deliverable produced using an Artificial Intelligence System will be verified, approved, and, if necessary, adapted by a natural person employed by the Supplier.

If the use of an Artificial Intelligence System requires the disclosure of Confidential Information to third parties, including the publisher of said Artificial Intelligence System, such third parties must undertake to respect the confidentiality of the Confidential Information, in order to ensure a level of confidentiality identical to that set out in Article 16 of the GTC.

The Supplier guarantees that the Artificial Intelligence System will under no circumstances be trained with data provided by the Customer and/or data relating to the Services or the Customer.

The Supplier undertakes to comply with the transparency obligations set out in Chapter IV “Transparency obligations for providers and deployers of certain AI systems” of the AI ACT.

The Supplier shall bear all risks arising from the use of the Artificial Intelligence System (tool failure, erroneous results, infringement of third-party rights, etc.).

In the event of a breach of any of the above provisions:

- The Customer may demand the immediate termination of the Order, by operation of law, without prejudice to any damages;
- The Supplier shall fully indemnify the Customer for any losses, costs (including legal fees), fines, or penalties it may incur as a result of the use of the Artificial Intelligence System.

Each Party acknowledges that the obligations set out in this article constitute an essential condition of the Order. Any breach of these obligations shall be deemed a serious fault justifying the termination of the Order.

The Customer reserves the right to carry out, directly or through an approved third party, compliance audits relating to the use of the Artificial Intelligence System by the Supplier or its possible subcontractors. The Supplier undertakes to retain, for the duration of the statutory limitation period, all traces and logs enabling identification of the extent of the Artificial Intelligence System's involvement in the performance of the Order.

## **ARTICLE 9      GENERAL CONDITIONS OF PERFORMANCE**

### **9.1      MONITORING SERVICES PERFORMANCE**

#### **9.1.1    CONTRACTUAL LEAD TIMES**

The lead times stipulated in the Order are mandatory. They are deemed to encompass all the Supplier's obligations and constraints.

Any extension of these lead times, for any reason whatsoever, requires the prior written agreement of the Purchaser in accordance with Article 5.1 "VARIATIONS OF ORDER" of the GTCP.

#### **9.1.2    PENALTIES**

The penalties act as deterrent and are not compensatory damages. The penalties are not exclusive of any remedy the Purchaser is entitled to under the Order. These penalties do not constitute any waiver by the Purchaser of the right to terminate the Order and/or to compensation for any loss suffered.

Should the Purchaser terminate the Order, the penalties shall accrue until termination date as stated in the notification letter.

Should the penalties apply, the amount of such shall be offset against payment due to the Supplier, non-exclusive of the Purchaser's remedy for any shortfall in the sums due in respect of such payments.

It is understood that penalty caps may be agreed upon by the Parties within the Special Terms & Conditions.

##### **9.1.2.1 PENALTIES FOR DELAY**

Failure to comply with the contractual lead times and/or the delivery dates shall entail the application of delay penalties as stipulated in the Special Conditions and according to the terms and conditions set out therein, without any notification or prior warning as the sole expiry of the relevant date is enough. In absence of such stipulation within the Special Conditions, then, the applicable delay penalties shall be as follows:

$$V \times D / 500$$

V = value of the Services and/or the Supplies

D = number of days of delay.

The Purchaser reserves all its rights to cancel all or part of the delayed Order and thus to refuse any delivery not made on time; the Supplier shall, therefore, bear all consequences, direct or indirect such as, but not limited to, financial, customs, economic, technical, natural, legal, etc. and to indemnify the Purchaser accordingly.

### **9.1.2.2 PENALTIES FOR FAILURE TO ACHIEVE PERFORMANCE**

The application of any other penalty relating to performance of the Order shall be defined in the Special Conditions.

## **9.2 RESOURCES MADE AVAILABLE BY THE PURCHASER**

The Special Conditions of the Order may stipulate, through a dedicated convention if need be, that some resources which belong to or are held by the Purchaser are put at the disposal of the Supplier, such as equipment, office furniture or premises, etc.

Furthermore, the Supplier shall only use the resources made available to it by the Purchaser to the strict extent required for the performance of the Order and in strict compliance with the conditions set forth by the Purchaser. The Supplier does not acquire any right over these resources and it must cease all use and return same to the Purchaser immediately after having performed the Services.

## **9.3 CLAIMS**

If the Supplier considers that it is entitled to an extension of time to perform the Order and/or an additional payment and/or a compensation under a provision or a circumstance in relation to an Order (except for situations covered by other provisions of the GTCP or the Order), then the Supplier shall notify the Purchaser so by registered letter with acknowledgment of receipt, within twenty (20) calendar days from the occurrence of the event giving rise to such claim and provided that the Supplier explains the admissibility of its claim. In addition, the notification shall give a full description of the event, its possible consequences (such as those relating to time frames, to financial incidents, etc.) and supporting documents.

It is agreed between the Parties that any claims not made in full compliance with the terms or within the times as stated in this Article shall automatically be rejected by the Purchaser and shall prevent the Supplier from claiming any additional payment and/or compensation and/or any extension of time.

The Purchaser may approve, disapprove or comment the Supplier's claim, and if need be, may request the Supplier to submit further details and/or further supporting evidence. The Supplier shall do so within ten (10) calendar days following the Purchaser's request in order to enable the Purchaser to analyse and investigate all the Supplier's claim circumstances and to determine whether or not the claim is well-founded; being specified that a new reasonable response time period is allocated to the Purchaser when it requests any further details and/or supporting evidence.

In any case, the Parties agree that the Supplier shall not, during this period, suspend, interrupt or delay the performance or the delivery of the Services and/or Supplies.

At last, each Party is free to implement the provisions of Article 31.2 "DISPUTES RESOLUTION" in case of a disagreement regarding whether to proceed with the claim.

## **ARTICLE 10 FINANCIAL CLAUSES**

### **10.1 PRICE – REMUNERATION**

#### **10.1.1 GENERAL TERMS AND CONDITIONS**

The prices are deemed to include all costs inherent in the performance of the Services and/or delivery of the Supplies mentioned in the Order.

In particular to be borne by the Supplier are all costs including but not limited to sampling costs, audits, analyses, expert reports and tests stipulated in the Special Conditions of the Order, or necessary where non-conformity has been evidenced, or standard in the industry, or required by the French Mines Office (i.e. “*Service des Mines*” (DRIEE)) or any other organization which would have jurisdiction on the Supplies or the Work covered by the Order.

The prices and total amount indicated on the Order are net, all-inclusive, final and non-revisable and expressed in the currency stated in the Special Conditions.

#### **10.1.2 REMUNERATION METHODS**

##### **a) Total and all-inclusive Order price**

Unless stipulated otherwise in the Special Conditions, Orders are placed at a total and all-inclusive price in accordance with the provisions indicated in Article 10.1.1 “GENERAL TERMS AND CONDITIONS” above.

Should the Purchaser amend the contractual terms and conditions used to determine the Services and/or Supplies, the prices applied to the added value and capital loss on quantitative elements will rely as far as possible, on the unit prices used by the Supplier in its quotation attached to the Order.

##### **b) Order on the Price Schedule**

For an Order on the Price Schedule, the amounts due are calculated in relation to the quantities performed as recorded in the presence of the Purchaser and Supplier and in accordance with the provisions provided for in the Special Conditions, or in the lack of such stipulation, in section 10.4 “FINAL PAYMENT”.

The Special Conditions set out the unit prices and a non-binding estimation of the quantities.

#### **10.1.3 STATEMENTS – MEASUREMENTS**

- a) For Work, Services and Supplies paid for on the Schedule of unit prices, statements or measurements are recorded by the Supplier and signed by the Purchaser as the Work, Services and Supplies progress.
- b) When the Supplier refuses to sign these statements or measurements or only signs subject to reservations, a rejection statement shall be prepared detailing the circumstances of such rejection. This rejection statement is annexed to the rejected documents. Within ten (10) calendar days from verification of the statements or measurements, the Supplier shall state its comments in writing, which will be attached to the reservation file. After this time limit, the verifications are deemed to have been accepted by the Supplier as if they had been signed with no reservations.
- c) The results of the statements or measurements are taken into account only to the extent they have been accepted by the Purchaser.

- d) No expenditure can be taken into account if it does not originate from the statements or measurements and no claim by the Supplier on this basis will be accepted by the Purchaser.

## **10.2 ADVANCE – DOWN PAYMENT**

The Order shall not give rise to the payment of any advance or down payment.

## **10.3 RETENTION (“RETENUE DE GARANTIE”)**

When provided for, retention of payment, whose terms of implementation and amount are stated in the Special Conditions, shall be carried out either on the final payment deadline or on payments of partial invoices of the Order and any Amendments.

This retention shall in all cases be calculated on the total net amount of the Order and every Amendment.

The retention will be under the Purchaser's custody during the warranty period after acceptance of the Services and/or Supplies and including pursuant to Article 12 “WARRANTY” and may, on request by the Supplier, be released provided the Supplier constitutes, in favor of the Purchaser, a first demand guarantee letter in the form of a personal, irrevocable, and unconditional commitment without reservation from a banking institution as approved or agreed by the Purchaser. Should, during performance of the Order, the approval given by the banking institution agreed by the Purchaser be withdrawn, the Supplier, without being able to claim any compensation in this respect, will be required to have another first demand guarantee letter or security bond issued, within twenty (20) calendar days of being notified of the withdrawal of approval.

## **10.4 FINAL PAYMENT**

When payment terms rely on detailed accounts, Final Payment can only occur after the Purchaser and the Supplier agrees on the General and Final Account (“GFA”).

The GFA can only occur after acceptance of the Services and/or Supplies covered by the Order.

The Purchaser and/or Supplier can make claims against the other party, within fifteen (15) days from the GFA is submitted. From this date, the Parties will have two (2) months to find a settlement in the absence of which the terms and conditions of Article 31.2 “DISPUTES RESOLUTION”.

## **10.5 INVOICING**

All amounts are payable subject to the issue of an invoice by the Supplier conforming to current regulations and the stipulations of the Special Conditions.

Invoices shall specify the name of the Purchaser and one (1) copy shall be sent to the department named in the Special Conditions.

Invoices must state the Order reference, the Services and/or Equipment concerned by the invoice, attach all supporting documentation provided by the Purchaser in the Special Conditions and must comply with Article L 441-9 of the French Commercial Code.

In the case of non-conformity, the invoice will be returned unpaid to the Supplier.

## **10.6 TAXES**

Unless otherwise stipulated in the Special Conditions, the applicable VAT is determined under the law applicable when payable pursuant to the local law. The amount of VAT to be paid by the Purchaser will be indicated separately on the invoices.

In the case of importation of Supplies carried out in respect of the Order and giving rise to a separate payment:

- a) If the Price(s) expressed in foreign currency have been converted into Euros, the rate used will be indicated in the Supplier's offer and stated in the Order.
- b) Customs duties are recorded at the rate in force on the date of the economic conditions used as the basis to set the prices. Any variation in these rates occurring between the offer and delivery will be at the expense of, or to the benefit of the Purchaser.

The Supplier bears all costs relating to the duties, taxes, royalties and deductions for which it is liable.

## **10.7 PAYMENTS – AUDIT OF PRODUCTION COSTS**

### **10.7.1 PAYMENTS**

Each payment is subject to the issuance of an invoice drawn up in compliance with applicable law and regulations and the stipulations of the Order.

Payments are made within sixty (60) days from the issuance date of the invoice, subject to the full performance of the conditions of the Order.

Payment of periodic invoice is made within forty-five (45) days from the issuance date of invoice, subject to the full performance of the conditions of the Order.

Notwithstanding the foregoing, for road freight transport, for vehicle rental with or without driver, for freight forwarders or forwarding agents, for maritime and air freight agents, freight brokers and customs brokers, payments are made within thirty (30) days from the issuance date of the invoice, subject to the full performance of the conditions of the Order.

The invoice will be deemed not valid and be returned to the Supplier if the period between its issuance date and the date it is received by the Purchaser is more than five (5) calendar days.

Payments are made by bank transfer into the account of the Supplier.

The Purchaser reserves the option of automatically offsetting claims that it may have over the Supplier (such as, without this list being exhaustive, late penalties, payment in respect of contractual warranties, especially relating to compliance, revision of negative price, etc.) with the sums that the Purchaser may owe to the Supplier at the time the Order is performed, whether or not the legal compensation conditions are met.

If several Suppliers are working as a consortium to perform the Order, the Purchaser will be discharged by payment of the sums due in respect of an Order to their joint representative.

### **10.7.2 AUDIT OF PRODUCTION COSTS**

The Supplier shall allow the Purchaser or a third party authorized by the latter, to check the invoiced prices.

The Supplier undertakes to:

- separate in its accounts, the operations related to the performance of the Order, enabling the following to be identified:
  - expenses relating to supplies of any kind intended to be included in the Services and/or Supplies covered by the Order,
  - costs relating to the labor actually and exclusively employed for the performance of such Services and Supplies,
  - all other individual charges directly applicable to the Order, including customs charges,
  - all charges as considered being indirectly attributable to only part of the Order, including tax charges.
- produce, upon request, its general accounting and the profit and loss accounting for the Order with the related documentation,
- present, upon request, all documentation for its expenditure and in particular proposals and invoices from its subcontractors.

If after a written notice of default remaining without effect after a given time limit, the Supplier fails to send evidence or documentation, gives incorrect information or prevents verification, the Purchaser is entitled to suspend future payments of up to 1/10th of the net amount of the Order. Should the Supplier breach this contractual obligation, the Purchaser is entitled to terminate the Order, for Supplier's fault, without prejudice to any damages or remedy the Purchaser may claim, within the conditions of Article 25.2 "TERMINATION FOR CAUSE".

## **10.8 PENALTIES AND INDEMNITIES FOR LATE PAYMENT**

### **10.8.1 PENALTIES**

If the Purchaser fails to pay on a due date and such failure does not arise out of a total or partial non-performance of its obligations by the Supplier or from an offset made by the Purchaser, the Supplier may charge late penalties. The Supplier shall be entitled to charge interest on any overdue amount at the rate of three (3) times the daily legal French interest rate per day from the date payment first became due until the date payment has been made in full.

### **10.8.2 INDEMNITIES**

The Supplier is entitled to a lump sum indemnity for collection costs, pursuant to the French applicable law.

Should such collection costs be higher than the aforesaid indemnity, the Supplier shall be entitled to charge the Purchaser a supplementary indemnity upon furnishing due evidence.

### **10.8.3 EXCLUSION**

Should bankruptcy proceedings be commenced against the Purchaser (such as but not limited to a safeguard procedure, receivership, compulsory liquidation), the Supplier cannot in any case invoke the indemnities defined above.

## **10.9 ASSIGNMENT – SECURITY – BANK GUARANTEE**

### **10.9.1 ASSIGNMENT**

The Supplier may assign the Agreement or any part of the Agreement in accordance with the applicable law, including for subcontracting purposes.

Prior to any assignment or delegation of receivable or transfer by the Supplier of its invoices to a third party or factoring company, Supplier shall notify the Purchaser, failing which the Supplier shall hold the Purchaser harmless against any resulting damages incurred by the change in payment address in the case of error by the Purchaser.

Such substitution shall be stated on the invoices and shall request the new creditor to notify the assignment of receivables to the Purchaser by registered mail with acknowledgment of receipt, regardless of the form or terms, carried out within the forms provided by law.

Agreement by the Purchaser to a Deed of Assignment being neither necessary nor mandatory, the Purchaser shall not issue such. The Purchaser reserves the right to enforce exceptions based on its own relations with the assignor against the assignee credit institution.

The Supplier undertakes irrevocably, in the case when payments are wrongly made to it and notwithstanding any exceptions that it may make to the recipient entity, organization or credit institution of the receivables, that it will remit funds forthwith immediately and directly to this third party, at its own costs, discharging the Purchaser from any liability for same. The Supplier is required to hold the Purchaser harmless against all resulting damages in the case of its own error or that of the assignee.

### **10.9.2 SECURITY**

The Purchaser may agree that the Order constitutes a security; in such event, it will issue the Supplier with a copy of the Order bearing the statement “Single Copy” and intended to constitute a security.

### **10.9.3 PERFORMANCE BOND**

In addition to the clauses in Article 10.3 “RETENTION”, the Purchaser may require a performance bond for the Services and/or delivery of Supplies covered by the Order. In this case, a first demand performance bond will be requested, in favor of the Purchaser, in the form of a personal, irrevocable, and unconditional commitment without reservation from a banking institution approved or agreed by the Purchaser.

The bond shall remain in full force until the occurrence of the contractual event stipulated in the Special Conditions as the full performance of the secured obligations. The first demand performance bond shall have as its expiry date the date at which the full performance of the secured obligations is achieved.

## **ARTICLE 11      VALIDATION – ACCEPTANCE – DELIVERY**

### **11.1. VALIDATION**

In accordance with the Special Conditions of the Order, the Supplier may submit interim reports on the Services-related Deliverables to the Purchaser for comments and/or validation.

Such comments and/or validation:

- do not constitute any acceptance whatsoever of the Deliverables and do not trigger the warranty period provided for in Article 12 "WARRANTY",
- do not release the Supplier from its obligation for full and total performance of the Services as stipulated in the Order,
- do not release the Supplier from its responsibility to correct any defects, errors or omissions affecting the Deliverables.

The Supplier shall carry out any further steps required for the Deliverables and shall take the Purchaser's comments into account, until validation of the Deliverables by the Purchaser.

## **11.2. ACCEPTANCE**

### **11.2.1 PRINCIPLE**

Acceptance shall mean all the operations and/or the document by which the Purchaser states the apparent conformity of the Services and/or the Supplies, as well as the delivery of the Supplies covered by the Order, with all the provisions, specifications and documentation provided for in the Order and in which the Purchaser states it accepts them with or without reservations.

### **11.2.2 TERMS**

Subject to the provisions of Article A.7.1 "OPERATIONS PRIOR TO ACCEPTANCE" in Annex A, the specific terms and conditions of acceptance, in particular the period for acceptance, shall be stipulated in the Special Conditions and shall not be constitutive of a competition restrictive practice pursuant to Article L. 442-1 of the French Commercial Code. If the acceptance period is not stipulated in the Special Conditions, then the acceptance period shall be set in accordance with business best practice and cannot exceed thirty (30) days starting from fulfillment of the Service and/or delivery of the Supply. An acceptance certificate shall be signed by the Purchaser and initialed by the Supplier.

In the absence of Special Conditions, the provisions stipulated in this Article are applicable.

The Purchaser reserves the right to:

- grant unreserved acceptance when the Services and/or Supplies raise no comments or reservations,
- grant acceptance with reservations when some minor parts of the Services and/or Supplies have not been completed or exhibits non-conformities which do not prevent the Purchaser from using the Services and the Supplies under the conditions set forth in the Order. If the Purchaser makes reservations, the Supplier shall remedy the nonconformities relating to these reservations, at its own costs, within the lead times indicated by the Purchaser. As long as the nonconformities have not been remedied, the related payments are suspended, unless expressly agreed otherwise in writing by the Purchaser,
- accept the Services and/or Supplies in a state of incompleteness or not conforming with the Order provisions in exchange of a price reduction of an amount determined by the Purchaser,
- reject the Services and/or Supplies in full or in part and, if applicable, substitution of the Supplier by a third party within the conditions defined in Article 23 "SUPPLIER'S DEFAULT".

The acceptance certificate is signed by the Purchaser and initialed by the Supplier.

### **11.2.3 CONSEQUENCES OF ACCEPTANCE**

#### **11.2.3.1 Start of the warranty**

The warranty for the Services and/or Supplies starts:

- on the date of final acceptance of the Services according to the above conditions, and
- in the absence of any rejection relating of the delivery note for the Supplies in accordance with the conditions below.

#### **11.2.3.2 Title and risks**

Transfer of title takes place upon delivery.

Transfer of the risks relating to the Services and/or Supplies pass to the Purchaser on the effective acceptance date as stated in the effective certificate or failing this at the end of the thirty (30) day period referred to in Article 11.2.2 "TERMS" above.

### **11.3 DELIVERY**

The Special Conditions of the Order stipulate the conditions and delivery location of the Services and/or Supplies pursuant to the terms defined in Annex B, and the Incoterm (ICC 2020) if applicable. Unless otherwise stipulated in the Special Conditions, the delivery shall be made to the Purchaser's premises.

In all cases, the Purchaser may change the delivery location of the Services and/or Supplies by written notification to the Supplier before the delivery date. All partial delivery shall be subject to the prior written agreement of the Purchaser. Moreover, the Deliverables shall be delivered either by mail, sent electronically mail or by another means complying with the conditions stipulated in the Order (specifically marking and protection, Order number, name of the Purchaser's technical manager, content of the delivery, etc., subject of the Order if this is not confidential).

If applicable, a delivery note shall be given when Supplies are delivered. The delivery note shall be signed by the Parties. The delivery note must refer to the Order and must detail the quantities of Supplies covered by the Order. Each Supply will be labeled with the Order reference concerned.

Signature of the delivery note by the Purchaser shall never be considered to constitute acknowledgment of the Supplies' conformity to the specification of the Order, the Purchaser reserving the right to notify the Supplier within the statutory time limits of any loss, damage or non-conformity of the Supplies recorded on unpacking or subsequent checks.

### **ARTICLE 12 WARRANTY**

The Supply shall be carried out in accordance with best practice and current laws, regulations and norms and standards, and be delivered in accordance with the Order's requirements and specifications.

Unless otherwise stipulated in the Special Conditions, the Supplier warrants conformity of its Services and/or Supplies, for twenty-four (24) months.

Should any error or defect occur, the Purchaser shall forthwith inform in writing the Supplier thereof, indicating the nature of such error or defect.

Unless expressly waived by the Purchaser, during the warranty period the Supplier shall carry out any replacement, repair, correction, modification, update and adjustment necessary to obtain or maintain the characteristics, performance and results specified in the Order, at its own expense and as soon as possible.

All the costs relating to the replacement, repair, correction, modification, update and adjustment necessary, staff, travelling and accommodation expenses and other costs resulting from the implementation of this warranty, as well as any additional costs relating to such are borne by the Supplier, with the exception of those resulting from normal wear and tear of the Supply or exclusively due to the Purchaser, as duly evidenced by the Supplier.

Such replacement, repair, modification, correction or alignment to the specifications of the Supply will be carried out, at the Purchaser's option, either at the Purchaser's site, or its Client's site (in France or worldwide, as specified in the Order), or at the Supplier's site. If it is required to carry out the repairs, corrections, modifications or alignment to the specifications off-Site, (or not on the Purchaser's or Supplier's premises) the repatriation of the Supplies as well as its re-shipping (and the risks arising out of such) are to be met by the Supplier, the Purchaser reserving the right to choose the appropriate means of transport, according to its requirements.

While implementing its warranty obligation, the Supplier shall bear the costs of protective measures against the risks of radiation and special measures required by the handling of objects which could have suffered from radioactive contamination.

If it proven that the defect originates from a material, design or manufacture likely to be repeated, the Supplier shall replace or modify at its own expense all the Supplies delivered and/or in progress under the Order, even if these have not produced any incident.

Any damage caused by the error or defect in the Supply (such as but not limited to alignment to the specifications staff costs, Purchaser's engineering costs, packaging and transportation costs and customs duties) are borne exclusively by the Supplier. If, after a written notice, the Supplier refuses to align the Services and/or Supplies to the specifications within the given period or is unable to conform to the specifications, the Purchaser shall be entitled to perform them on its own or to have them performed, without delay and with no other formalities, by any third party at the Supplier's risks and expense. Should the Purchaser and/ or the third Party perform the replacement, repair, correction or modification of a part of the Supply, such part shall be guaranteed under the same conditions as those stipulated in these GTCP and/or in the Special Conditions and for a new period equal to the term of the initial warranty starting from the date of acceptance or delivery of the replaced, corrected, repaired or modified supply, plus the period that the Supply was unavailable.

The Special Conditions may provide for a holdback over the sums due, in the conditions as pursuant to Article 10.3 "RETENTION".

## **ARTICLE 13 LIABILITIES – INSURANCE**

### **13.1 LIABILITY**

The Supplier shall be liable for and shall indemnify and hold harmless the Purchaser against all and any claims, demands, actions, damages, losses, costs or expenses of any kind whatsoever, which it may, as well as its officers, directors, agents, representatives, employees, subcontractors, suppliers, manufacturers or service providers may cause, to the Purchaser, or to the Purchaser's properties arising out of, or in connection with the Order.

It is understood that the Parties may agree on a liability cap within the Special Terms & Conditions. However, breaches of the provisions relating to 'Personal Data Protection', 'Intellectual Property', 'Confidentiality – National Defense', 'Security and Access to the IT System', 'Export Control', and 'International Sanctions' shall not be subject to any limitation of liability.

The Purchaser shall only be held liable for direct material damages suffered by the Supplier provided only that those are the immediate and direct consequence of the Purchaser's exclusive act and arising out of the Order. As a result, any indirect and/or consequential damage (such as, but not limited to, loss of profits, loss of production, loss of contracts, loss of clients, loss of saving, delay penalties, damage to brand image) regardless of the time, origin and cause of these damages caused to the Supplier. Consequently, the Supplier shall indemnify and shall hold the Purchaser harmless against any third party claim for this type of damages in the performance of the Order.

### **13.2 CIVIL NUCLEAR LIABILITY**

When the Purchaser is acting as an operator of a nuclear installation, the Purchaser is liable for damage to or loss of life of any person and damage to or loss of any property caused by a nuclear incident which arising out from Purchaser's installation as specified in Articles L. 597-1 et seq. of the French Environment Code or any other subsequent amending clauses, setting out the conditions of implementation in French law of the current Paris Convention regarding civil liability in the field of nuclear energy. The Purchaser's liability as a nuclear operator shall not apply to the nuclear installation itself and any other nuclear installation, including a nuclear installation under construction, on the site where that installation is located; and any property on that same site which is used or to be used in connection with any such installation

Furthermore in the case of a nuclear accident caused intentionally or by the Supplier's gross negligence, the Purchaser shall have recourse against the Supplier, for 20% of the amount of the Order, excluding taxes, with a maximum of one million (1,000,000) Euros

### **13.3 INSURANCE**

The Supplier shall take out and maintain the necessary valid insurance policies to cover the risks and liabilities to which it is subject, pursuant to both the applicable law and regulation and its contractual commitments.

The Supplier shall subscribe to a "*general civil liability*" (i.e. "*responsabilité civile générale*") insurance policy for an amount sufficient to cover the financial consequences of any bodily material or immaterial damages.

If the Order is concluded for design services, the Supplier shall also be insured for "*professional civil liability*" (i.e. "*responsabilité civile professionnelle*").

If the Order relates to Supplies and/or Works, the Suppliers shall also be insured for "*product liability*" and/or "*completed Works liability*".

If the Order concerns Services that could compromise the Purchaser's IT system, the Supplier shall also be required to hold cyber risk insurance.

In any case, when the Supplier's services (whether design or Supplies or Works services) are subject to a decennial liability, the Suppliers shall take out and maintain in force such insurance, managed through capitalization, to cover the liabilities that may arise.

Prior to the Order, the Supplier shall produce the civil liability insurance certificates, issued by its insurance company within the last six (6) months, giving details of the reference number and the effective date of the insurance policy, the cover provided, the amount and deductible, sub-limits, activities, nature of the work or assignments covered. The Supplier shall also provide the evidence that it is up to date with payment of the premiums.

In case of a multi-year insurance policy, the Supplier shall produce the above-mentioned certificate(s) every year on the renewal date of its insurance policy.

In the event of a consortium, the certificate shall include the insurers' agreement on the representative's joint and several commitments and, if applicable, that of the other members unless the representative has not received authorization to take out syndicated insurance policies to cover all the members in the consortium.

The Supplier shall in particular be insured, if applicable, against:

- damage to the Supplies located in the factory or in any other location of the storage, assembly and/or test location, naming the Purchaser as additional insured during performance of the Order; being specified that the damage to the Supplies shall remain the Supplier's sole and exclusive liability until effective acceptance date,
- damage to the Supplies covered by the Order being transported from the loading of the Supplies until their final destination, including during temporary storage, up to 110% of its replacement value, all-risk insurance,
- damage needed to be covered by an insurance such as:
  - damage caused by its vehicles or those rented that it uses to perform the Order (on public roads or on private property), in accordance with the legal provisions in force;
  - damage suffered by its personnel.

The Supplier shall also take out, as required, the insurance necessary to cover damage caused by its construction machinery or rented, fixed or mobile, machinery that it is using to perform the Order.

The Supplier shall impose the same obligations to its subsidiaries, parent or related companies, partners, assignees or subcontractors, in default of which it will itself be liable for these damages in their place.

Furthermore, the Supplier and its subcontractors shall insure their own equipment, whether they are owners, renters or custodians of the said equipment. The Supplier and its insurers waive all rights and remedies against the Purchaser and its own insurers.

The Supplier shall notify the Purchaser of any modification affecting its insurance policies, as well as any event likely to cause the suspension or termination of the policies subscribed to if such change is likely to affect the Supplier's obligations.

Should the risks become uninsurable, having regard to the evolution of the insurance or re-insurance market, the Supplier shall bear all the costs due to a loss, initially covered by its policies and having become uninsurable during the performance of the Order at no additional cost to the Purchaser.

#### **13.4 OTHER CLAUSES**

For Works, Supplies, Services and Transportation, the clauses stipulated in the Annexes to the GTCP complete and supersede the present article.

## **ARTICLE 14 INTUITU PERSONAE – SUBCONTRACTING**

### **14.1. INTUITU PERSONAE**

The Order is concluded by the Purchaser in consideration of the Supplier's identity. Accordingly, the Supplier is personally obliged to fulfill its contractual obligations.

#### **14.1.1 CHANGE IN THE SUPPLIER'S SITUATION**

In the event of a change in the Supplier's identity as mentioned in article 8.1 "GENERAL OBLIGATIONS" (legal situation, share capital structure, change of control, etc.), the Purchaser reserves the right to terminate the Order without any cost to the Supplier.

#### **14.1.2 TRANSFER - ASSIGNMENT**

The Supplier shall not transfer or assign its status as a Party to the Order or any rights or obligations under the Order, in any way, without the prior written agreement of the Purchaser. Any change in the direct or indirect control of the Supplier's share capital shall be deemed constitutive of an assignment of the Order.

Subject to the Purchaser's prior consent, any assignment shall be effective upon signature of an Amendment to the Order, provided the Supplier remains personally liable for the proper performance of the Order until the effective date of the assignment.

The Supplier shall be jointly and severally liable with the assignee in respect of the Purchaser for the performance of the obligations arising from the Order following the assignment date. The securities granted by the Supplier to guarantee the performance of the Order remain and are automatically transferred and assigned, without novation, to the assignee's benefit.

The Supplier acknowledges and agrees that the Purchaser may freely assign or transfer, in any manner whatsoever, its status as a party or all or part of its rights and obligations under the Order, without the prior written consent of the Supplier, to any company that directly or indirectly controls it, as well as to any assignee of its rights, particularly in the context of a merger, acquisition, partial asset transfer, or full or partial transfer of business. Such assignment or transfer shall become effective upon simple notification to the Supplier of the desired date of assignment or transfer. It is expressly stipulated that such assignment shall release the Purchaser, as assignor, from any and all future obligations under the Order.

### **14.2 SUBCONTRACTING**

The Supplier shall not subcontract all of its contractual obligations.

Subject to the Purchaser's prior written consent, the Supplier may subcontract and its subcontractor may subcontract a portion of the Services. Prior to such subcontracting, the person of subcontractor and its payment terms shall be approved by the Purchaser according to the Law No. 75-1334 of December 31, 1975 relating to subcontracting.

The Purchaser is entitled to refuse any subcontracting by the Supplier, as well as the person of any subcontractor proposed by the Supplier. In the event of such refusal, the Supplier is not entitled to claim any financial damages or extension of the lead time.

If subcontracting is authorized by the Purchaser, the Supplier shall remain fully responsible and liable for performance of the Order.

The Supplier moreover indemnifies the Purchaser against:

- any failure by one of its subcontractors, or by any other contributor, caused by it or by its subcontractors,
- any claim from its subcontractors or from members of any subcontractor's staff.

## **ARTICLE 15      EMPLOYMENT**

According to the French Labor Code, the Supplier shall, from the effective date of the Order and with a minimum of every six (6) months, provide the following documents in French or translated into French:

### **15.1 When the Supplier is established in France (Articles D 8222-5, D 8254-2 and D 8254-4 of the French Labor Code):**

A certificate of the up to date payment of the social contribution as well as an up to date declaration provided for in Article L 243-15 of the French Social Security Code not more than six (6) months old, issued by the URSSAF (French Organizations for the payment of social security and family benefit). The Purchaser shall verify the authenticity of such certificate with the URSSAF.

**Where registration of the Supplier in the Trade and Companies Register or in the National Register of Enterprises as a business in the crafts and trades sector is mandatory, or where the activity constitutes a regulated profession, one of the following documents shall be provided:**

- a) An extract from the Trade and Companies Register (K or K bis);
- b) An extract of registration in the National Register of Enterprises as a business in the crafts and trades sector;
- c) A quotation, promotional document, or professional correspondence, provided it includes the name or corporate name, full address, and registration number in the Trade and Companies Register or the National Register of Enterprises as a business in the crafts and trades sector, or in a professional association's list or directory, or the reference of the accreditation issued by the competent authority;
- d) The electronic acknowledgment of receipt referred to in Article R. 123-6 of the French Commercial Code, issued by the clerk of the competent commercial court or the competent chamber of trades and crafts.

### **15.2 When the Supplier is established abroad (Articles 8222-7, D 8254-3 and D 8254-4 of the Labor Code):**

In all cases

- a) A document stating its individual ID number allocated in implementation of Article 286 ter of the French General Tax Code; if the Supplier is not required to have such a number, a document stating its identity and address or, if applicable, the details of its particular tax representative in France;
- b) A document certifying the conformity of the Supplier's social situation with regard to EC Regulation No. 883/2004 of April 29, 2004 or an international social security convention and, when the legislation of the country of domicile provides for such, a document issued by the body managing the statutory social regime stating that the Supplier is up to date with its social declarations and payment of the contributions relating thereto, or an equivalent document or, failing this, a certificate confirming that the social security

deductions and contributions provided for in Article L. 243-15 of the French Social Security Code have been paid.

**When the Supplier's registration on a professional register is mandatory in the country of establishment or domicile, one of the following documents:**

- a) A document issued by the authorities holding the companies registry or an equivalent document certifying this registration;
- b) A quotation, advertising document or item of business correspondence, stating the name or company name, full address and nature of the registration on the professional register;
- c) For companies in the process of being set up, a document updated not more than six (6) months prior issued by the authority authorized to receive the registration on the professional register and attesting to the request for registration on such register.

Furthermore, regardless of whether it is established in France or abroad, if the Supplier has foreign employees, it shall also submit a list naming the foreign employees employed by the latter and requiring a work permit. The list, which will be created based upon the staff register, will give the following details for each employee: his name, recruitment date, nationality, type and number of the work permit.

If these documents are not provided, the Purchaser is entitled to terminate the Order forthwith for Supplier's default, ten (10) days after a written notice which remains without effect, within the conditions of Article 25.2 "TERMINATION FOR CAUSE".

## **ARTICLE 16 CONFIDENTIALITY - NATIONAL DEFENSE**

### **16.1 CONFIDENTIALITY**

The term "Confidential Information" shall mean any information, document or other data communicated in any form (in particular verbally, in writing or electronically) directly or indirectly by or on behalf of the Purchaser or the Supplier, both before or after the effective date of the Order. The term specifically includes any information, document or data of a personal, scientific, technical, technological, industrial, social, commercial, financial, legal or any other nature, regardless of whether or not it is covered by intellectual property rights, and specifically including all plans, designs, specifications, processes, know-how, methods, studies, software or software packages and clients' or partners' names.

Each Party undertakes at all times that it will keep confidential the Confidential Information that it receives.

Each Party in particular:

- shall not disclose, directly or indirectly, all or part of the Confidential Information to any third party without the other Party's prior written consent;  
Should the Party give such consent, the other Party may only send such Confidential Information to the third party(ies) concerned if such third parties are previously obliged in writing to comply with the same obligations as those arising from these conditions. In any case, the receiving Party shall remain fully liable toward the disclosing Party for any failure by this/these third party(ies) in respect of their confidentiality obligations as defined above;
- shall not disclose the Confidential Information to any person other than members of its staff or, if applicable, other third parties which may be authorized in accordance with the above article on a need-to-know basis and only to the extent necessary for the performance of the Order. Pursuant to the provisions of competition law, the Parties shall not, when it is carrying out activities in competition with the other Party's activities, disclose the Confidential Information, if applicable, (specifically in respect of prices, volumes or production costs) to

- any person likely to take such into account when preparing the Party's business strategy, now or in the future;
- shall only use or reproduce the Confidential Information to the strict extent necessary to perform the Order. Each Party warrants specifically it shall not use the Confidential Information for purposes contrary to the other's Party legitimate interests; in particular, each Party warrants that it shall not use the Confidential Information to directly or indirectly poach any client, supplier or other current or potential business partner of the other Party or to incite such client, supplier or business partner to end its relationship with the other Party.
  - shall keep a record of the Confidential Information, any existing statements relating to ownership and/or confidentiality, including when they are lawfully reproduced, on any media;
  - shall take all reasonable steps not less protective than those taken by the Party for the protection of its own Confidential Information, in order to prevent and protect the Confidential Information against theft as well as against unauthorized use, disclosure and/or reproduction ;
  - on first written request by one of the Parties shall :
    - (i) provide a list of persons having had access to the Confidential Information; and/or
    - (ii) cease to use and/or immediately return all or part of the Confidential Information communicated by the Party together with a detailed list of the Confidential Information thus returned; and/or
  - destroy and certify in writing having destroyed all documents containing Confidential Information, producing a summary schedule detailing such to the disclosing Party.

Each Party shall inform the other Party of any breach of any of its obligations arising from this article, in particular through its act and/or that of a third party recipient of the Confidential Information, and to give the disclosing Party and/or any person appointed by the latter full assistance in order to minimize the damaging effects of such failure. Each Party undertakes moreover that it will compensate the other Party for any loss caused by any failure of the obligations arising from this article, through its act, and/or that of the third party.

The obligations stipulated in this Article shall survive after expiry or termination of the Order for any cause whatsoever as long as the Confidential Information concerned has not become public, notwithstanding any default, tort, negligence and/or breach whatsoever of the receiving Party or a third party recipient of the Confidential Information.

## 16.2 NATIONAL DEFENSE

Accessing, even coincidentally, and/or holding information classified as "*Secret Défense*" (Secret), "*Confidentiel Défense*" (Confidential) or protected information or media relating to national defense is ruled by a special procedure stipulated in the documents constitutive of the Order.

## ARTICLE 17 INTELLECTUAL PROPERTY

### 17.1 BACKGROUND KNOWLEDGE

The term "Background Knowledge" shall mean all knowledge, experience, procedures, documents, know-how, software, data, specifications, plans, processes and, more generally, any information in any form, as well as all property rights attached to such (in particular patents, designs and models, copyright), regardless of their nature or their media, which a Party may hold before the effective date of the Order or for which it has obtained, subsequent to and independent of the Order, the right to own.

### **17.1.1 PRINCIPLE**

Without prejudice to any third party rights, each Party remains the sole owner of its Background Knowledge used to perform the Order.

The Supplier warrants, in respect of performance of the Order, that it will only use:

- (i) its Background Knowledge, which it owns in full or over which it has or has obtained sufficient rights of use to be able to perform the Order and, if applicable, that it will grant such by license to the Purchaser in accordance with the terms of Article 17.1.3, and/or
- (ii) the Purchaser's Background Knowledge which the latter has, if applicable, communicated to it to be able to perform the Order in accordance with the terms of Article 17.1.2, and/or
- (iii) knowledge in the public domain, and therefore free from any rights, in such a way so as not to limit any rights granted to the Purchaser as provided for in Article 17.1.3.

### **17.1.2 THE PURCHASER'S BACKGROUND KNOWLEDGE**

To strict extent necessary to perform the Order, the Purchaser may disclose to the Supplier its Background Knowledge which it has and grant the Supplier and any subcontractors, excluding any other third party, a right to use such Background Knowledge.

The Supplier is required not to infringe the Purchaser's Background Knowledge by refraining it from being used, copied or reproduced in full or in part, by any means and in any form, for purposes other than those strictly necessary to perform the Order and only throughout the term of the Order. Accordingly, the Supplier is prohibited from using the Purchaser's Background Knowledge from the date of expiry or termination of the Order, and shall be liable for compliance with this clause by any subcontractors.

### **17.1.3 THE SUPPLIER'S BACKGROUND KNOWLEDGE**

The Supplier shall notify the Purchaser of any Background Knowledge held by the Supplier and which is necessary to use the Results (as defined in Article 17.2), under the following conditions:

- no later than at the conclusion of the Order, with respect to the Background Knowledge held by the Supplier prior to the effective date of the Order;
- as soon as possible, with respect to the Background Knowledge acquired by the Supplier after the effective date of the Order and independently of the Order.

In the absence of such mention, the Supplier shall be deemed to hold no Background Knowledge.

Upon accepting the Order, the Supplier grants to the Purchaser a non-exclusive, royalty-free, fully-paid up, sub-licensable and transferable, perpetual worldwide license to use Supplier's Background Knowledge to the extent of using the Results for both internal and business purposes, in accordance with the terms of Article 17.2. When relating to know-how, such license shall last until such know-how becomes public. The Purchaser shall be entitled to grant sublicenses and/or to assign this Background Knowledge right to use to whomever it may deem fit, including but not limited to the Entities.

Therefore, the Supplier authorizes the Purchaser to disclose, register, reproduce, use, translate, adapt, modify, and communicate Supplier's Background Knowledge on any support to the extent necessary to the Purchaser to use the Results.

Should this Background Knowledge be owned by any third parties in full or in part, the Supplier shall obtain at its own expense from said third party and on behalf of the Purchaser, any assignment or license of the same rights of use as aforementioned.

The financial consideration for such license shall be a lump sum which is already included in the price of the Order.

## **17.2 RESULTS**

For the purpose of this Article 17, “Results” shall mean all the knowledge, information or results, whether patentable or not, methods, know-how, data, software and any documents (such as but not limited to any databases or any other kind of data, all reports, plans, drawings, specifications and processes), whatever their media (specifically paper or digital technology) created or generated during performance of the Order.

### **17.2.1 – PRINCIPLE**

Unless stipulated otherwise in the Order, the Supplier assigns for its exclusive and sole benefit, any and all part of the Results as well as the intellectual property rights attached thereto to the Purchaser. The ownership and title being transferred gradually.

The Supplier waives all the rights whatsoever it may claim on this Results.

The price of the Order includes the lump sum price of the above-mentioned assignment of the Results as well as the intellectual property rights attached thereto.

The Purchaser shall therefore be free to use the Results as it sees fit, and to decide the appropriateness and choice of any legal protection measures to be implemented in connection with the said Results.

The Purchaser shall be free to assign in part or in full, the rights attached to the Results to any other Entity or to any other third party through any means, and in particular through assignment, license or any other legal means.

The Supplier shall not restrain or otherwise hinder the use of the Results by the Purchaser, in particular through an intellectual property right.

In addition, the Supplier shall not be entitled to claim any license or right of use in relation to the Results as it has assigned any and all intellectual property rights to the Purchaser.

### **17.2.2 PATENTABLE RESULTS**

The Purchaser may, on its behalf and at its own expense, file any patent application relating to the Results as they are deemed to be its property according to Article 17.2.1 “PRINCIPLE”. Only the Purchaser shall decide whether to file patent applications or not.

In no circumstances the Supplier shall substitute for the Purchaser in case the Purchaser does not see fit to patent all or part of the Results.

The Supplier undertakes that each employee named as the inventor shall carry out and fill out any necessary formalities in order to allow the filing of any applications relating to the aforementioned rights by the Purchaser.

The Supplier undertakes to obtain the necessary rights from its Personnel (as defined in Article 17.3) and shall be solely responsible, with respect to its Personnel, for all consequences, including financial ones, arising from any applicable legislation relating to the remuneration of inventors.

### **17.2.3 COPYRIGHT – SOFTWARE**

If the Results include, in full or in part, creations which can be protected by copyright, then all such creations, including but not limited to computer developments, such as software, databases, the design of the “look and feel” of the software screens created in the course of the performance of the Order (hereinafter referred to as “Creations”), shall be the exclusive property of the Purchaser, the ownership and title being transferred along completion.

Therefore, the Supplier, acknowledging being author of the Creations, or at least the assignee of the copyright over such Creations, exclusively assigns to the Purchaser, all intellectual property rights attached to the Creations, with the exception of the Supplier’s moral right, whatever is the nature of the considered work i.e. an individual work, a collaborative work (carried out by a member of the Supplier's staff) or a collective work:

- a) The right to reproduce without any limitation as to number, digitize, duplicate, print or record in all or in part of each of the Creations, for whatever reason and in any manner specifically by any technical processes, on any media, known or unknown on the date of the Order, in any formats; this right to reproduce includes a permanent or temporary right to reproduce any software in full or in part, by any means and in any form, and in particular by any loading, display, performance, transfer or storage operation;
- b) The right to translate which includes the right to produce any version of all or part of each of the Creations in French and any foreign language, as well as in any computer language;
- c) The right to adapt, arrange, modify, correct errors, and the right for the Purchaser to alter or have any third party alter each Creation in full or in part whether in writing, orally, through data communication digitally, etc. form, and for any kind of use;
- d) The right to publish, broadcast, edit and re-edit without any limitation on the number of editions. Such rights shall include reprographic rights and all derivative rights thereof, to sell, grant or assign the rights of use, the right to rent and lend copies of each of the Creations in its original version or in any adapted, arranged, modified, corrected, converted or translated version, either free of charge or against payment;
- e) The right to represent, exhibit, display, broadcast and use all or part of each of the Creations, in its original version or in any adapted, arranged, modified, corrected altered or translated version, through any means of communication to the public known to this day and in particular by public recital, television broadcasting, including radio broadcasting, satellite transmission, active or passive initial or secondary cable distribution, public projection, disclosure/,transmission in a public place, digital disclosure/transmission online or over media, by public presentation and any other means;
- f) The right to use, monitor and maintain the Creations;
- g) The right to integrate all or part of the Creations with or without modification;
- h) The right to decompile the Creations, especially software.

The Purchaser shall be entitled to a worldwide use of the aforementioned rights for commercial or non-commercial purposes for its own activities and for as long as the legal protection of said rights shall last (and without any limitation of any kind regarding edition, broadcasting, rerun or use).

The Supplier transfers to the Purchaser all property rights over the media for the Creations, allowing their copy in number and their adaptation. For software Creations, the assignment shall apply to both the object code and the source code version and will include the preparatory design material and associated documentation enabling a person skilled in the art to

understand the source codes. The Supplier must provide a copy of all these media forthwith to the Purchaser on completion of the Order, or prior to this on request by the Purchaser.

The payment is associated with the assignment of intellectual property rights as defined in this article is expressly included in the price agreed in respect of the Order.

### **17.3 WARRANTIES**

Supplier's "Personnel" shall mean all the individuals working under the authority of the Supplier or on behalf of same and having contributed to producing the Results, such as permanent members of the Supplier's or non-permanent such as interns, apprentices, trainees, doctoral students, post-doctoral students, temporary workers and/or consultants.

- a) The Supplier warrants that it is owner or assignee of all the intellectual property rights attached to the Results, in particular copyright, of the various executants of the Results whether these are its Personnel or third parties such as any subcontractors, and that it may therefore freely assign such within the conditions defined in Articles 17.2.1 and 17.2.2. The Supplier shall procure the payment of any remuneration due to members of its Personnel or to third parties, in particular the payment of any additional remuneration or fair price in accordance with patent law or even any payment associated with the assignment of copyright. The corresponding amount is already included in the price set out in the Order.

The Supplier warrants that and shall procure that members of its Personnel or of the above-mentioned third parties shall execute any formality such as signature of mandates, deeds of assignment or declarations, as necessary for the legal protection of the Results by the Purchaser.

- b) The Supplier warrants to the Purchaser that the Results do not infringe pre-existing intellectual property rights owned by any third party, a member of the Supplier's Personnel or any subcontractors.

Accordingly, the Supplier shall indemnify the Purchaser against all costs and damages claimed against the Purchaser based on the ownership and/or exploitation of any intellectual property right or personality or image right associated with the Results, which is brought by any third party or member of its Personnel or its authorized subcontractors and shall indemnify the Purchaser for any costs, indemnities, legal fees and expenses which may be incurred or to which the Purchaser may be held liable as a result of such claim or action or that may result from an amicable settlement of the dispute. The Supplier shall provide full assistance to the Purchaser, should such claim or action be filed against the latter.

Furthermore, should such a claim or action succeeds the Supplier shall be responsible for obtaining from the third party or (if applicable) the member(s) of the Supplier's Personnel or any authorized subcontractors, the rights necessary for compliance with the Order and for the peaceful use of the Results by the Purchaser. In the absence of which, and subject the Purchaser's consent, Supplier shall modify the Results. If this solution is not feasible, the Purchaser will be entitled to terminate the Order forthwith, without prejudice to any the damages it may claim from the Purchaser.

- c) Except for any clause defined in the Special Conditions, the Supplier represents and warrants that to its knowledge and after appropriate checks, the Results in the form of software or other Supplies do not include any part of the software known as "free" or "open source".

- d) The Supplier will grant, *mutatis mutandis*, the same warranties as those stated above in respect of any Background Knowledge granted under license to the Purchaser in the terms of Article 17.1.3.

## **ARTICLE 18 PERSONAL DATA PROTECTION**

### **18.1 PROCESSING OF PERSONAL DATA BY THE PURCHASER AS DATA CONTROLLER**

As part of the performance of the Order, the Purchaser is considered the data controller because it determines the purposes and means of processing personal data, particularly concerning employees of the Purchaser and/or the Entities. The Supplier undertakes to respect the confidentiality and security of such data, as well as the obligations incumbent upon a data processor in accordance with the amended French Data Protection Act of January 6, 1978 (hereinafter "LIL") and the General Data Protection Regulation 2016/679 of April 27, 2016 (hereinafter "GDPR").

As a data processor within the meaning of the GDPR, the Supplier guarantees:

- that it will process personal data exclusively on behalf of the Purchaser, in accordance with the Purchaser's instructions, and refrains from using such data for its own purposes or disclosing it to any third party without the Purchaser's prior express written consent;
- that it has implemented appropriate technical and organizational measures to ensure the confidentiality, integrity, availability, and resilience of processing systems and services, and the security of personal data processed under the Order (such as data encryption, means to restore data availability in the event of a physical or technical incident, and procedures to regularly test, assess, and evaluate the effectiveness of technical and organizational measures to ensure processing security);
- that it has obtained written consent from each individual whose personal data is collected, where such consent is required, and can provide proof thereof if necessary;
- that it will not subcontract all or part of the data processing without the Purchaser's prior written authorization and will inform the Purchaser of any change in or addition of a sub-processor;
- that it will impose the same level of technical and organizational measures on its sub-processors as those set out in this Article;
- that data portability will be ensured using a commonly used and machine-readable format in accordance with the technological standards in effect at the time the Order is placed;
- that it will make available to the Purchaser the necessary information to demonstrate compliance with the obligations set out in this Article, particularly in the event of an audit conducted by the Purchaser and/or a duly authorized third party;
- that it will destroy all personal data at the end of the Services and/or Deliverables, providing proof thereof if necessary, unless a law or regulation requires retention of a copy depending on the nature of the Services and/or Deliverables;
- that personal data will be processed within the European Union.

### **18.2 PROCESSING OF PERSONAL DATA BY THE SUPPLIER AS DATA CONTROLLER**

As part of the performance of the Order, if the Supplier is considered the data controller because it determines the purposes and means of processing personal data, particularly concerning employees of the Purchaser and/or the Entities, the Supplier undertakes to respect

the confidentiality and security of such data, as well as the obligations incumbent upon a data controller in accordance with the LIL and the GDPR.

As a data controller within the meaning of the GDPR, the Supplier guarantees:

- that it will process personal data exclusively on behalf of the Purchaser and refrains from using such data for its own purposes or disclosing it to any unauthorized third party without the Purchaser's express written consent;
- that it has implemented appropriate technical and organizational measures to ensure the confidentiality, integrity, availability, and resilience of processing systems and services, and the security of personal data processed under the Order (such as data encryption, means to restore data availability in the event of a physical or technical incident, and procedures to regularly test, assess, and evaluate the effectiveness of technical and organizational measures to ensure processing security);
- that it has obtained written consent from each individual whose personal data is collected, where such consent is required, and can provide proof thereof if necessary;
- that it will not subcontract all or part of the data processing without the Purchaser's prior written authorization and will inform the Purchaser of any change in or addition of a sub-processor;
- that it will impose the same level of technical and organizational measures on its sub-processors as those set out in this Article;
- that data portability will be ensured using a commonly used and machine-readable format in accordance with the technological standards in effect at the time the Order is placed;
- that it will make available to the Purchaser the necessary information to demonstrate compliance with the obligations set out in this Article, particularly in the event of an audit conducted by the Purchaser and/or a duly authorized third party;
- that it will destroy all personal data at the end of the Services and/or Deliverables, providing proof thereof if necessary, unless a law or regulation requires retention of a copy depending on the nature of the Services and/or Deliverables;
- that personal data will be processed within the European Union.

## **ARTICLE 19      REFERENCE AND OWNERSHIP OF NAMES, LOGOS AND TRADEMARKS**

Orano's names, logos and trademarks and those of the Entities are their own property. The Supplier warrants it shall not use such in any context, in particular for reference or publicity purposes, without the Purchaser's prior written agreement.

Moreover, any reference to Orano's names, logos and trademarks and those of the Entities, by the Supplier :

- is only authorized by Orano on the Supplier's website or sales brochure if the Supplier has submitted the draft reference to the Purchaser prior for validation,
- is strictly forbidden on the Supplier's documents on headed paper (letters, quotations, invoices, etc.),
- shall comply with Orano's corporate branding, sent to the Supplier by the Purchaser provided Orano has approved the draft reference stated by the Supplier;
- shall not affect the image, reputation and activities of the Orano Group.

## **ARTICLE 20      SECURITY AND ACCESS TO THE IT SYSTEM**

### **20.1      SECURITY**

The Supplier warrants that it is aware of applicable laws, regulations and industry standards relating to computer security, and especially those relating to computer hacking, to unlawful presence in a system, to the deliberate disruption of the system's operation, and to fraudulent use of the data, and undertakes that it will comply with such.

In the event of unlawful or unauthorized access and/or use of the data and/or the Purchaser's IT system, or if such an event is suspected, the Supplier shall will warn the Purchaser of such a security incident in writing and as soon as it has knowledge of such as soon as it is recorded and/or of any notification received from an authority on which it directly or indirectly depends. In such a case, the Purchaser reserves the right to take any appropriate measure which it deems necessary to protect its data and/or its IT system, including but not limited to suspension of any connection and/or blocking of any access. In no case should the Purchaser be held liable for the consequences of deterioration in the quality of the Supplies and/or Services as a result of the measures taken in the above conditions.

In the event of unlawful or unauthorized use of the Supplier's IT system, or should such an event be suspected, the Supplier shall warn the Purchaser of such an event in writing and as soon as it has knowledge of such from the time it has notice of it or receives any notification from an authority on which it directly or indirectly depends.

### **20.2      ACCESS TO THE IT SYSTEM**

For any access to the Purchaser's IT system, the Supplier shall comply (and shall procure its personnel to comply) with all the security conditions specific to the performance of the Order, if applicable, as stipulated in the Special Conditions, such as the current conditions of access to the Site concerned and to the Purchaser's IT system, which have been communicated in writing prior to any intervention.

The Supplier is authorized by the Purchaser to access the Purchaser's IT system to the strict extent necessary to perform the Order.

The Supplier shall not use software other than the ones provided and duly authorized by the Purchaser. The Supplier shall take all the necessary precautions so as to avoid the introduction of a computer "virus" into the software, updates and new versions supplied to the Purchaser, and shall adopt the appropriate measures if the existence of such a virus is demonstrated.

## **ARTICLE 21      AUDIT**

The Purchaser may from time to time carry out on its own behalf and at its own expense or on behalf of its Client, subject to special conditions as they may be agreed, an audit of the resources and tools allocated by the Supplier to perform the Order (Such an audit may focus, for instance, on the compliance of the Supplier with its contractual obligations).

This audit shall, at the Purchaser's option, be carried out either by the Purchaser's internal audit structure, or by an external firm which shall be subject to an obligation of confidentiality.

The Purchaser shall notify the Supplier in writing of its intention to carry out an audit, with at least a seven (7) days' notice. The Purchaser shall notify the Supplier with the identity of the audit structure if external.

The Supplier may refuse the audit, notifying the Purchaser thereof within seven (7) days following receipt of the notification provided by the latter, when the audit is to be carried out by an external firm which is a competitor of the Supplier.

Should the auditor be a competitor of the Supplier, after consultation with the Supplier, the Purchaser will notify the latter of the name of a new audit firm. In the absence of agreement on the new audit firm, the Purchaser reserves the right to terminate the Order for fault as pursuant to Article 25.2 "TERMINATION FOR CAUSE" without any compensation.

During this audit, the Supplier shall grant access to the auditors on its site, shall cooperate fully with them and shall provide them with any information required. The Supplier shall grant access to the appointed auditors to all installations and all information and documents necessary to conduct a proper audit.

A copy or an extract of the audit will be sent by the Purchaser to the Supplier free of charge upon request. It will be examined in the meeting of the Parties' principal points of contact.

Should the audit highlight any non-compliance by the Supplier of its contractual obligations:

- the latter shall implement the necessary corrective measures at its own expense within ten (10) days from notification by the Purchaser ;
- the Purchaser may require the Supplier to bear the costs related to the audit.

The implementation or non-implementation of the audit procedure will not release the Supplier in any way from complying with its contractual obligations.

In the event of requirements from administrative or security authorities, or in the context of applying the provisions on the duty of vigilance set out in Article 29.4 'VIGILANCE DUTY', the Purchaser reserves the right to carry out unannounced audits.

## **ARTICLE 22      FORCE MAJEURE**

Neither Party shall be liable to the other for any delay in performing or failure to perform any obligations under the Order arising out of a force majeure event.

The force majeure events are the events usually upheld as such by the French courts.

The following are deemed to be force majeure events: government's acts, actions by an administrative, judiciary, community or independent jurisdiction, company labor conflicts such as strike preventing access to the Purchaser's and/or the Client's Site, an incident on a key item of the Purchaser's and/or the Client's equipment.

Notwithstanding the aforementioned, strikes or social unrest of the Supplier's Personnel or those of its subcontractors and/or suppliers are not events of force majeure.

The Party invoking force majeure shall immediately notify the other Party of such as soon as it occurs, by any means available, and describe the circumstances causing the force majeure event, its nature, duration and foreseeable effects on performance of the Order. In such a case, the Parties will meet as soon as possible to discuss ways to mitigate the case of force majeure.

Upon due notice, the obligations of the Party invoking such event are suspended throughout the duration of the force majeure event. Nevertheless, the Party is not released from performing its obligations unaffected by the alleged force majeure event.

Unless otherwise agreed between the Parties, should performance of the Order be suspended due to a force majeure event for more than sixty (60) consecutive days from the notification date of the force majeure event, either Party may notify the other Party by registered mail with acknowledgment of receipt of the immediate termination of all or part of the Order, without any compensation being due to either Party.

## **ARTICLE 23 THE SUPPLIER'S DEFAULT**

If the Supplier fails to perform the Order, the Purchaser reserves the right, after formal notice served by any means and remaining without effect to:

- perform itself or to have performed by a third party of its choice, all or part of the Services and/or Supplies concerned at the defaulting Supplier's risk and expense, plus 7% mark-up fee and without prejudice to any additional costs incurred which the Purchaser may further claim from it, and/or
- decide to continue performance of all or part of the Order by setting up governance within the conditions defined in the Annexes.
- terminate the Order, implementing the clauses of Article 25.2 "TERMINATION FOR CAUSE".

## **ARTICLE 24 SUSPENSION OF THE ORDER**

### **24.1 SUSPENSION DUE TO FORCE MAJEURE**

The Order shall be suspended in full or in part in the case of force majeure as defined in Article 22 "FORCE MAJEURE".

### **24.2 ABSENCE OF ADMINISTRATIVE AUTHORIZATION**

Should the performance of the Order require the Purchaser or its Client to obtain administrative authorizations or the renewal of such, the Order may be suspended until the authorization concerned is obtained or renewed.

The Order shall also be suspended in the event where an administrative authorization is suspended or withdrawn, until it is granted once again.

If the suspension lasts for more than six (6) months, the Parties shall agree and formalize the terms of resuming the Work, Supplies or Services, or their liquidation where the Order is terminated.

The Purchaser is not liable for any costs or additional expenses caused by such suspension and, if applicable, termination.

### **24.3 SUSPENSION FOR CONVENIENCE**

The Purchaser may at its own convenience decide to suspend performance of all or part of the Order by written notification effective ten (10) calendar days minimum from its receipt by the Supplier. Should part of the Supply and/or Service be already performed, the Supplier undertakes that it shall retain such and if applicable store it at its own risk and expense for a period which may not exceed six (6) months.

If the suspension lasts for more than six (6) months, the Parties will meet to find a solution or if applicable to decide to terminate the Order.

The Purchaser shall notify in writing the Supplier of its decision to end the suspension period and that the Order shall be fully performed.

## **ARTICLE 25      TERMINATION**

### **25.1      TERMINATION FOR CONVENIENCE**

Without prejudice to any termination by operation of the law, the Purchaser is entitled to terminate the Order at any time, in part or in full, with no legal formalities, even in the absence of any Supplier's failure to perform one of its obligations.

Termination shall be notified by registered mail with acknowledgment of receipt. This notification will mention the effective date of the termination.

Following receipt of the notice, the Parties will prepare the progress report on the Work, Supplies or Services and will define the terms of their ending and their liquidation.

It is agreed that the Supplier might be entitled to the payment of a compensation corresponding to the direct prejudice that it suffers, subject to evidence. The amount of such compensatory payment shall not exceed four percent (4%) of the total amount of the remaining services of the Order that have not been performed. The Supplier's claim for compensation shall be made before the effective termination date.

### **25.2      TERMINATION FOR CAUSE**

The Purchaser may terminate the Order, in full or in part, by registered mail with acknowledgment of receipt, in the case of a breach of the Supplier of its contractual obligations, after written notice to remedy which remains without effect.

## **ARTICLE 26      REVERSIBILITY**

### **26.1      COMMITMENT**

The term "Reversibility" shall mean all the operations giving the Purchaser the option of resuming performance of the Service and/or Supply covered by the Order or having such resumed by any third party of its choice (hereinafter "Third Party").

In the event of termination of the Order for whatever reason, the Supplier shall ensure that the Reversibility is performed according to the terms mentioned below, in order to enable the Purchaser to resume performance of the Service and/or Supply carried out by the Supplier in respect of the Order or having such resumed in the best conditions by any third party of its choice.

### **26.2      OPERATIONS**

Under the Special Conditions stipulated in the Order, the Reversibility operations specifically include:

- 1 the return of all documents and information made available to the Supplier by the Purchaser as well as the Deliverables resulting from performance of the Services; the Supplier undertakes that it shall not retain any copy on any media;

- 2 all the information necessary to the Purchaser to enable it to prepare for Reversibility. This information shall be compiled in a Reversibility file describing the respective tasks to be fulfilled by the Supplier on the one hand and the Purchaser or the appointed Third Party on the other hand, to ensure the Reversibility operations to be performed. The Reversibility file must be always updated as the Services are performed and shall be validated by the Parties;
- 3 the training of the new teams responsible for ensuring the Services continue;
- 4 the Supplier's assistance, along with performance of the current Services, so as to enable the knowledge to be acquired by the Purchaser or the appointed Third Party. The Purchaser or appointed Third Party shall become familiar with the Services in their last known state, as well as the methods and tools used by the Supplier to perform the Services. The Supplier shall communicate all the information and details required to resume the Services.

While Reversibility is being implemented and until the effective date of full transfer of the Services:

- the Order shall be performed by the Supplier and the Supplier undertakes that it will ensure continuity of the Services in accordance with the Special Conditions of the Order,
- the Services shall continue to be invoiced and the related payments made up to this date, in accordance with the terms stipulated in the Order.

The Supplier undertakes that it shall maintain the staff necessary for proper performance of the Order throughout the entire implementation period of Reversibility.

The Supplier will only be discharged from its obligations in respect of the Order after signature by the Parties of a Reversibility acceptance statement.

Should the Reversibility operation is launched by the Purchaser in case of termination for cause due to the Supplier's failure to perform any of its obligations, all the Reversibility operations, including support services, shall be under the Supplier's responsibility.

Unless otherwise stipulated in the Special Conditions, all the Reversibility operations described above are included in the all-inclusive price of the Order.

## **ARTICLE 27 EXPORT CONTROL**

### **27.1 PRINCIPLE**

#### **27.1.1 COMPLIANCE WITH LAWS AND REGULATIONS**

Each Party (including their subsidiaries, establishments, branches and controlled entities) undertakes to comply with all applicable export control laws and regulations, including but not limited to, European and French laws and regulations, as well as the laws and regulations of the country from which the Services, technical data, technologies, Deliverables, Supplies or Results are to be exported. Where applicable, the Parties undertake to comply with U.S. export control laws and regulations.

#### **27.1.2 NON RE-EXPORT**

The Parties undertake not to use, transfer, communicate, export or reexport all or part of the Services, technical data, technologies, Deliverables, Supplies, Results or any direct product

thereof, supplied under the Order, in violation of the aforementioned laws and regulations, in particular of the export licenses obtained.

In particular, the Parties undertake not to transfer, communicate, export or reexport any technical data supplied for the purpose of the Order to any other natural or legal persons, including their own employees, agents or other representatives of a different nationality to that of the Supplier, without the prior written consent of the Purchaser. The Parties undertake to receive and archive the data in accordance with the applicable export control laws and regulations.

#### **27.1.3 CLASSIFICATION OF PRODUCTS**

The Supplier undertakes to communicate to the Purchaser, no later than the date of signature of the Order, the export classification of the Services, technical data, technologies, Deliverables, Supplies, Results or any direct product thereof supplied for the purpose of the Order and any restrictions on use or reexport related to compliance with applicable export control laws and regulations. To this end, the Supplier undertakes to complete the "Declaration of Export Control Restrictions" which appears as an appendix to the Order.

The Supplier undertakes to notify the Purchaser in writing as soon as it becomes aware, and in any case within fifteen (15) days following the national competent authority announcement, of any new, future or potential change in the export control regime applicable to the Services, technical data, technologies, Deliverables, Supplies, Results or to any direct product thereof supplied under the Order.

If the change is due to a classification error by the Supplier, the Supplier undertakes to provide at its own expense a suitable replacement solution for the Purchaser. The Purchaser shall be held harmless of any financial, legal or other consequences arising from the Supplier's misclassification.

#### **27.1.4 MARKING OF DOCUMENTS**

The Supplier undertakes to mark physically and / or electronically all technical documentation (plans, diagrams, manuals, processes, instructions, etc.) in accordance with the applicable export control laws and regulations. The Supplier is informed that in the absence of physical and / or electronic marking, the Purchaser will consider the technical documentation as not subject to export control restrictions.

#### **27.1.5 OBLIGATION TO PROVIDE INFORMATION IN THE EVENT OF REEXPORT**

The Supplier undertakes to provide the Purchaser with any information or any document that may be useful to the Purchaser so that the latter may comply with its own export control obligations, in particular for obtaining the export authorizations that the Purchaser would need.

#### **27.1.6 MANAGEMENT OF NON-COMPLIANCE**

If one of the Parties discovers non-compliance with applicable export control laws and regulations, the Parties undertake to inform each other and to coordinate before taking any action with the relevant authorities. Without prejudice to Article 27.2.3, the Party discovering non-compliance with applicable export control law and regulations reserves the right to suspend its obligations under the present contract.

## **27.2 WARRANTIES AND REPRESENTATIONS**

### **27.2.1 CLASSIFICATION OF THE PRODUCTS**

For the purpose of compliance with Article 27.1.3, the Supplier declares and warrants that the information concerning the export control classification of the Services, technical data, technologies, Deliverables, Supplies, Results or any direct product thereof transmitted to the Purchaser is complete and accurate.

### **27.2.2 EXPORT AUTHORIZATION**

If the Supplier is acting as an exporter, in the event that the export and / or reexport of the Services, technical data, technologies, Deliverables, Supplies, Results or any direct product thereof is subject to obtaining a license, authorization or approval from the competent government authorities, the Supplier represents and warrants that it either has such license upon entry into force of the Order, or that it makes or will make the necessary applications to obtain the said license within four months and at its own expense.

In all cases, the Supplier undertakes, upon receipt, to immediately communicate a copy of the license to the Purchaser, with the exception of information relating to the protection of national defense secrecy which may be concealed.

### **27.2.3 RIGHT OF TERMINATION OR RESCISSION**

In the event that the Supplier does not act in accordance with Articles 27.1.2, 27.1.3, 27.1.4, 27.1.5, 27.1.6 or 27.2.1, the Order may be terminated by the Purchaser at the fault of the Supplier without prejudice to any possible damages under the conditions of Article 25.2 "TERMINATION FOR CAUSE".

Without the need for any judicial intervention and without prejudice to penalties and compensation that may be requested from the Supplier, the Purchaser may rescind the Order ex officio, in whole or in part, by letter with acknowledgment of receipt, in the event of a breach by the Supplier of articles 27.1.1 and 27.2.2, after a formal notice to remedy such breach has remained without effect.

In the event that the export license is withdrawn, not renewed or invalidated, the Purchase may rescind the Order at the fault of the Supplier without prejudice to any damages.

In the event that the Services, technical data, technologies, Deliverables, Supplies, Results or any direct product thereof supplied as part of the Order become subject to restrictions of use or reexport due to changes in the laws and regulations applicable thereto or due to an error in classification by the Supplier, and the Supplier is unable to find a suitable alternative under the conditions set out in Article 27.1.3, the Purchaser shall be entitled to rescind the Order at the Supplier's fault without prejudice to any damages.

## **ARTICLE 28 INTERNATIONAL SANCTIONS**

### **28.1 PRINCIPLES**

For the purpose of this article, the following definitions shall apply:

- **Sanctions Regimes:** The sanctions regimes enacted and enforced by the United Nations Security Council under Chapter VII of the United Nations Charter, by the European Union, and France, as well as, where applicable, the sanctions regimes enacted and enforced by the United States (the Office of Foreign Assets Control of the Department of Treasury and the Bureau of Industry and Security of the Department of

Commerce), the United Kingdom (the Office of Financial Sanctions Implementation and the Office of Trade Sanctions Implementation), and China (the Ministry of Commerce).

- **Sanctioned Country:** Countries or regions subject to comprehensive international sanctions measures. As of the effective date of the Order, this list includes the following countries: North Korea, Cuba, Iran, Syria, regions of Crimea and Sevastopol, and the regions not controlled by the Ukrainian government of Donetsk, Luhansk, Kherson, and Zaporizhzhya.
- **Sanctioned Entity:** Any natural or legal person, or, where applicable, any legal person that is owned or controlled, as defined in the Sanctions Regimes, by a natural or legal person, listed in one of the following sanctions lists:
  - United Nations Security Council Consolidated List;
  - European Union Consolidated List of Persons, Groups and Entities subject to EU financial sanctions;
  - France, General Directorate of the Treasury, National Register of Persons and Entities subject to freezing measures;

As well as the following sanctions lists, where they are applicable to the Order:

  - United States of America, OFAC Specially Designated National (SDN) List, Foreign Sanctions Evaders List, Sectoral Sanctions Identification List, non-SDN Menu Based Sanctions List;
  - United Kingdom His Majesty's Treasury Consolidated List of Financial Sanctions;
  - Relevant local lists.
- **Representative:** the Parties to the contract, as well as their subsidiaries, establishments, controlled entities, and directors, administrators or any party acting on behalf of and for the benefit of the Parties to the contract.

## **28.2 WARRANTIES AND DECLARATIONS**

### **28.2.1 COMPLIANCE WITH SANCTIONS REGIMES**

Each party (including their subsidiaries, establishments and controlled entities) undertakes to comply with the Sanctions Regimes applicable to the Order, throughout the duration of the Order. Throughout the duration of the Order, the Supplier undertakes not to take any action that could directly or indirectly cause the Purchaser to be in violation of one or more Sanctions Regimes, including through false or incomplete declarations.

### **28.2.2 SANCTIONED COUNTRY AND SANCTIONED ENTITY**

The Parties and their Representatives undertake not to be located, registered or resident in a Sanctioned Country. The parties and their Representatives represent that they are not a Sanctioned Entity and that they are not owned or controlled by a Sanctioned Entity.

### **28.2.3 OBLIGATION OF MUTUAL NOTIFICATION**

Each party undertake to inform the other Party of circumstance that may or would have led to a breach of this Article, in particular if one of the Parties or one of its Representatives becomes a Sanctioned Entity or becomes owned or controlled by a Sanctioned Entity.

#### **28.2.4 PRODUCT ORIGIN**

The Supplier undertakes not to supply the Purchaser with Services, technical data, technologies, Deliverables, Supplies, Results or any direct product thereof provided under the Order that the Supplier obtained in a Sanctioned Country or from a Sanctioned Entity, or in breach of the applicable Sanctions Regimes.

The Supplier undertakes to notify the Purchaser before the signature of the Order if any of the Services, technical data, technologies, Deliverables, Supplies, Results or any direct product thereof supplied under the Order originates from Russia, Belarus or another country subject to the Sanctions Regimes or is provided by an entity of Russian, Belarusian or another country subject to the Sanctions Regimes.

The Suppliers undertakes not to supply the Purchaser with steel products originating from Russia, or which have been exported from Russia, in breach of Article 3g(1) of Regulation (EU) No 833/2014 of 31 July 2014 (as amended). In the event of the supply of steel products originating in Russia, whether or not incorporated into any of the Services, technical data, technologies, Deliverables, Supplies, Results or any direct product thereof supplied under the Order, the Supplier undertakes to provide all supporting documents attesting to compliance with its obligations (in particular certificate of origin, invoices, production certificate justifying the geographical origin of the products).

#### **28.2.5 NON-COMPLIANCE MANAGEMENT**

If one of the Parties discovers non-compliance with the laws and regulations applicable to the Sanctions Regimes, the Parties undertake to inform each other and to coordinate with each other before taking any action with the relevant authorities. Without prejudice to Article 28.3, the Party discovering non-compliance with laws and regulations applicable to the Sanctions Regimes reserves the right to suspend its obligations under this contract.

### **28.3 TERMINATION**

In the event that the Supplier fails to act in accordance with this clause or exposes the Purchaser to a breach of the Sanctions Regimes, the Purchaser may terminate the Order without delay, after written notification to the Supplier, at the fault of the Supplier, without prejudice to any damages under the conditions of Article 25.2 "TERMINATION FOR CAUSE".

## **ARTICLE 29 ETHICS AND COMPLIANCE**

### **29.1 CODE OF ETHICS AND BUSINESS CONDUCT**

Orano is a responsible group in terms of ethics and compliance. The Group's Code of Ethics and Business Conduct (also referred to as the "Ethics Code") sets out the principles and rules of conduct that ensure respect for the Group's priorities, values, and reputation.

The general terms and conditions of purchase (GTCP) provide for the application of the principles of Orano's Code of Ethics and Business Conduct to every Order. All suppliers, subcontractors, financial partners, consultants, and commercial intermediaries are expected to adhere to these principles or to principles that are at least equivalent.

Orano is committed to, and requires a clear commitment from its suppliers and subcontractors to uphold the principles of the United Nations Global Compact, the OECD Guidelines for Multinational Enterprises, and the Extractive Industries Transparency Initiative (EITI). Failure to comply with the provisions of the GTCP or Orano's Code of Ethics and Business Conduct may result in the termination of the Order.

## **29.2 HUMAN RIGHTS POLICY**

Orano is a responsible group, committed to respecting, defending, and promoting Human Rights.

The Supplier acknowledges having read Orano's Human Rights Policy, which outlines the Group's commitments in this area. As such, the Supplier undertakes to apply, in the context of the Order, the commitments set out in this Policy or principles that are at least equivalent. Failure by the Supplier to comply with this clause may result in the termination of the Order.

## **29.3 ANTI BRIBERY AND INFLUENCE PEDDLING**

Corruption is defined as the act of a person holding a specific public or private function who solicits/offers or accepts/proposes a gift, advantage, or promise with the aim of performing, delaying, or omitting to perform an act, directly or indirectly, in the course of their duties.

Influence peddling is defined as the promise or granting of undue advantages to a person holding a public office or entrusted with a public service mission, in order for them to use their real or perceived influence to obtain a favorable decision.

The Supplier undertakes to comply with all applicable laws and regulations relating to all forms of corruption, money laundering, and the financing of terrorism. To this end, Orano implements procedures and controls aimed at preventing these risks in the context of its business relationships with third parties.

The Supplier undertakes not to use the Order to disguise the origin or destination of illegally obtained resources, or to directly or indirectly finance illegal activities.

The Supplier represents that it is aware of :

- the French extraterritorial legislation relating to the fight against breaches of integrity, and in particular the prevention of corruption, influence peddling, extortion, and anti-money laundering regulations;
- and any and all laws and regulations which govern the Order if the Order is performed fully or partially outside of France.

(hereinafter referred to together as the "Laws relating to the fight against breaches of integrity").

The Supplier represents and warrants that on the effective date of the Order, it and its personnel comply and undertakes that they shall comply with the Laws relating to the fight against breaches of integrity and to comply with the principles of Orano's Code of Ethics and Business Conduct available on Orano's website ([www.orano.group](http://www.orano.group)), or with principles of at least equivalent standard.

The Supplier represents and warrants to the Purchaser that no undue advantage (including but not limited to fees, commissions objects, gifts, trips, favours, meals, inappropriate entertainment or other pecuniary or non-pecuniary benefit) has been or will be directly or indirectly given/offered to an employee, director or company representative of the Purchaser for obtaining the signature of an Order or facilitating its performance or influence a decision directly or indirectly related to the Order.

The Supplier undertakes that it shall inform the Purchaser as soon as possible, from the effective date of the Order, of any event which impacts the representations and warranties defined in this article.

Furthermore, in order to comply with the Laws relating to the fight against breaches of integrity or the above representations, warranties and commitments, the Supplier agrees, upon request by the Purchaser and at any time during performance of the Order, to open its books and any other documentation associated with its business activities related to the performance of the Order, to an independent accounting firm appointed by the Purchaser. This accounting firm will only provide the Purchaser with information in case of any breach of the Laws relating to the fight against breaches of integrity or the representations, warranties and commitments. The Purchaser undertakes that it shall bear all the costs of the requested audit, unless the report reveals a breach of the Laws relating to the fight against breaches of integrity or the above representations, warranties and commitments, in which case the Supplier alone shall bear all the costs of such an audit.

The Supplier acknowledges that the Purchaser has executed the Order based on the above representations, warranties and commitments. Accordingly, if the Purchaser notes after the results of the above audit, that the Supplier has taken or is likely take, in performing the Order, a measure in breach of the Laws relating to the fight against breaches of integrity, it will be entitled to terminate the Order by written notification, without legal formalities and with no compensation to the Supplier; it being understood that any sums due under the Order on the termination date shall be payable. In the event of a breach by the Supplier, it shall become liable to the Purchaser for any damages, including but not limited to any loss of earnings, commercial loss, loss of expected profits or damage to the brand image suffered by the Purchaser or an Entity.

The Supplier represents having or undertaking to implement a compliance program adapted to its business and the specific risks to which it is exposed, to prevent practices or actions contrary to the Laws relating to the fight against breaches of integrity and to promote integrity in its company. The Supplier undertakes that it shall maintain such program during the performance of the Order and to regularly inform the Purchaser on its implementation.

#### **29.4 VIGILANCE DUTY**

In accordance with French Law No. 2017-399 of March 27, 2017, relating to the duty of vigilance of parent companies and ordering companies, the Purchaser is subject to vigilance obligations (hereinafter referred to as the "Vigilance Obligations"), which consist of implementing all reasonable and appropriate measures to identify, prevent, and mitigate the risks of serious harm to human rights and fundamental freedoms, to the health and safety of individuals, and to the environment (hereinafter referred to as "Serious Harm") that may result from its activities and those of its Suppliers and subcontractors with whom it has an established commercial relationship, when such activities are linked to that relationship.

The Supplier undertakes to fully cooperate in the implementation of the Purchaser's Vigilance Obligations, notably by:

1. Providing all necessary information and documents for the identification and assessment of Serious Harm risks associated with its activities and those of its own suppliers and subcontractors.
2. Applying vigilance measures within its own activities aimed at preventing and remedying identified Serious Harm risks.
3. Collaborating with the Purchaser to define corrective actions in case of non-compliance with legal requirements, and ensuring the follow-up of their implementation.
4. Immediately notifying the Purchaser of any alert, formal notice, litigation, or pre-litigation directly or indirectly concerning it and relating to a potential or actual Serious Harm.

The Supplier acknowledges that compliance with this cooperation obligation is essential to the conclusion and maintenance of the Order.

Furthermore, the Supplier acknowledges that the Purchaser has entered into the Order based on the representations and warranties provided as part of this cooperation obligation. The Purchaser reserves the right to verify said representations and warranties by conducting or having conducted inspections or audits under the conditions of Article 21 "AUDIT".

If the Purchaser identifies Serious Harm, a risk of Serious Harm, or a breach of any provision of this article, it shall be entitled to take appropriate measures, including termination of the Order by simple written notice without judicial formalities and without compensation for the Supplier. The Supplier shall indemnify the Purchaser against any damages of any kind, including, without limitation, any reputational harm suffered by the Purchaser and/or the Entities.

## **29.5 ORANO WHISTLEBLOWING PORTAL**

As part of its ethical commitment, Orano has implemented a system for collecting and handling ethical reports (<https://oranoethic.signalement.net>). This system is accessible to the personnel of suppliers, subcontractors, and service providers, in addition to Orano's usual points of contact.

If a supplier directly witnesses a serious violation of Orano's Code of Ethics and Business Conduct—particularly suspected acts of corruption, violations of human rights, threats to health and safety, or harm to the environment—they may report it via the dedicated whistleblowing portal.

## **ARTICLE 30 CARBON BORDER ADJUSTMENT MECHANISM**

As part of the new cycle of European climate policies ("Fit for 55"), the Carbon Border Adjustment Mechanism (CBAM) has entered into force in Europe.

Consequently, Regulation (EU) 2023/956 of the European Parliament and of the Council of 10 May 2023, along with its implementing and delegated acts, requires the submission of a report listing the CO<sub>2</sub> emissions of imported goods covered by this regulation.

The Purchaser is obligated to comply with the CBAM provisions.

As a result, the Supplier undertakes to identify the relevant goods and to provide the CO<sub>2</sub>

emissions data as well as all other information required under the regulation.

Failure to provide this information and/or failure to submit the report may result in sanctions by the competent national authorities against the Purchaser. Therefore, the Purchaser reserves the right to:

- Immediately terminate the Order concerning the affected products;
- Claim compensation from the Supplier, covering not only any penalties imposed but also any commercial damages incurred;
- Deregister the Supplier.

## **ARTICLE 31 GOVERNING LAW - SETTLEMENT OF DISPUTES**

### **31.1. GOVERNING LAW**

The Order shall be governed by French law. The Vienna Convention of April 11, 1980 related to Contracts for the International Sale of Goods is excluded.

### **31.2. DISPUTES RESOLUTION**

#### ***31.2.1 – ATTEMPT AT NEGOTIATION:***

In the event of any dispute or claim arising out of or relating to any provision of the Order, the Parties shall attempt to settle those conflicts amicably. It is specified that discussions and exchanges aimed at reaching a negotiated agreement shall, in principle and unless otherwise agreed in writing by the Parties, remain confidential.

#### ***31.2.2 – MEDIATION:***

If no amicable settlement is reached within forty-five (45) calendar days as of the first written claim sent by one of the Parties ("Negotiation Period"), the Parties agree to submit the dispute to mediation in accordance with the mediation rules of the Mediation and Arbitration Center of Paris (CMAP). Unless agreed otherwise by the Parties such mediation shall begin within fifteen (15) days as of the end of the Negotiation Period.

This mediation clause does not preclude referral to the summary judge (juge des référés) within the limits of their jurisdiction.

#### ***31.2.3 – JURISDICTION:***

If no settlement is reached within three (3) months as of the appointment date of the mediator or within any other period as the Parties may agree in writing ("Mediation Period"), then the dispute or claim shall be exclusively settled by the Courts in Paris, sole jurisdiction competent to hear any disputes arising out of or connected with the Order.

However, and notwithstanding these General Terms and Conditions, in respect of the Special Conditions, a foreign Supplier may agree with the Purchaser that if no settlement is reached within the Mediation Period, then the dispute or claim shall be finally settled according to the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these rules. The seat of arbitration shall then be set in a neutral country to both Parties.

## **ARTICLE 32     OTHER CLAUSES**

No delay or omission on the part of either Party in exercising any rights, power or privilege hereunder shall operate as a waiver thereof.

If any provision of the GTCP are held unenforceable by a court or body of competent jurisdiction they will be considered null and void; the other provisions shall remain in effect.

A notification by registered mail with acknowledgment of receipt will be considered as having been sent on the date shown on the postal service stamp.

## **ARTICLE 33     SURVIVAL OF CLAUSES**

The expiration or termination of the Order shall not release either Party hereto from any liability or right of action which at the time of expiration or termination has already accrued to either Party hereto or which may thereafter accrue in respect of any act or omission prior to such termination in particular the Claims, Liability, Warranties, Confidentiality, Intellectual Property, Applicable Law and Settlement of Disputes articles.

## **ANNEX A        SPECIFIC CLAUSES APPLICABLE TO WORK**

The purpose of this Annex is to supplement the Common Articles by outlining the specific clauses applicable to work.

### **ARTICLE A.1    SUPPLIES AND COSTS FOR WHICH THE SUPPLIER IS RESPONSIBLE**

In addition to the Common Articles, it is specified that:

**A.1.1** Unless stipulated otherwise in the Special Conditions of the Order, the Supplier shall supply all the element/supplies necessary for the performance of the Order.

All the costs related to the supplies are included in the prices and the Supplier must, at its own risk and expense, supply and bring on site the Supplies included in the Order, the equipment, tools, site facilities and materials necessary to complete the temporary and permanent structures, transport the labor force on site, provide for their stay and, generally, fulfill any other Services necessary for the performance and completion of the Work and upkeep of the structures.

**A.1.2** Unless stipulated otherwise in the Special Conditions, all costs incurred for the performance of the Work shall be borne by the Supplier. The followings are included in the price:

- surveys and distribution of plans, designs and other documents relating to its Work in the conditions defined by the Common Articles and the Special Conditions;
- the labor force and the costs relating to such, including relocation costs and compensation of any kind;
- all of its site facilities, fluids needed on site, modes of transportation, materials, scaffolding, machines and tools of all types necessary to perform the Work, with all the handling and loading which the site may need;
- the setting up and upkeep of temporary site structures such as communication channels, parking, installations required to supply water, electricity, compressed air, telephone and draining facilities;
- the costs of layouts and establishment of its structures from installation markers and existing levels on site or achieved by the Purchaser;
- security and protection devices which it is required to install in accordance with current legislation and the Purchaser's regulations, their deployment, lighting, upkeep and removal;
- tests and trials on materials and hardware;
- the dismantling of all site facilities, as well as the cleaning up and restoration of the ground or premises. These operations will take place within the timescales set in the Special Conditions; should these timescales be exceeded, the Purchaser may carry out such at the Supplier's expense;
- the resources made available to the Supplier by the Purchaser and which it will pay for through its contribution to the account pro rata to the construction.

**A.1.3** The Supplier warrants all the components of the Supplies are brand new, free from defects, and fit for the purpose stipulated in the Order;

Defective or inappropriate materials, hardware and Supplies may be refused by the Purchaser, and the Supplier is required to remove them from the site within the prescribed timescales,

failing which and after a written notice which remain without effect, then they may be removed at its risk and expense.

## **ARTICLE A.2 STORAGE**

Unless stipulated otherwise in the Order, the Supplier is fully responsible for transportation, acceptance, loading, handling and storage of the supplies and materials necessary to perform the Work for which it is responsible. These operations are carried out in conformity with the clauses in the regulations applicable to companies, specific to each of the Purchaser's Site. Consignments and packages must state the recipient Supplier's identity and the correct delivery location on site.

## **ARTICLE A.3 OBLIGATIONS OF THE SUPPLIER**

### **A.3.1 - PRELIMINARY CHECKS**

Before the start of the Work, the Supplier shall examine the places where the Work shall be performed as well as their access and type of ground. Unless prior reservations are made in writing, the Supplier is considered to have accepted the site as such.

### **A.3.2 - OTHER CONDITIONS**

The Supplier shall take, under its responsibility and at its own expense, the measures necessary for the protection of goods and persons which could be at risk when the Work is being carried out.

Any equipment and installations belonging to any third parties or to the Purchaser damaged by the Supplier must be restored or replaced by same as soon as possible.

In the case of emergency and in the event of failure of the Supplier, the Purchaser reserves the right, after written notice which remains without effect, to proceed with the replacement or restoration of the equipment or installations at the Supplier's expense.

The Supplier must conduct the Work so that communication channels and drainage facilities can be properly provided at all times.

### **A.3.3 - SPECIFICS CONSTRAINTS LINKS WITH OTHER COMPANIES**

In addition to the Common Articles, it is specified as follows:

In the case of serious difficulties encountered by the Supplier about the limits of the Work and coordination with other contractors, the Supplier shall advise the Purchaser of such in writing.

The Supplier shall give access to the other contractors so they can carry out their work and the Supplier shall take any necessary measures not to obstruct them.

In the event of an emergency, the Purchaser reserves the right to provide such, in accordance with Article A.14.2 below.

The Supplier shall do its best efforts to solve any issues raised between companies working on the site.

The Purchaser may use Building or any parts of Building before acceptance, once a site inventory is made in presence of the Supplier and the Purchaser. In this case, if due to the use made of such, certain Building or part of Building are damaged, the necessary repairs will be carried out at the Purchaser's expense.

#### **ARTICLE A.4 STATUS OF WORK**

The Status of Work reports provided for in the Order are prepared in the presence of Parties, the Supplier and the Purchaser. Only the statements, quantities and status of Work agreed by the Purchaser will be invoiced.

#### **ARTICLE A.5 CONTROLS AND CHECKS**

In addition to the Common Articles, it is specified as follows.

Throughout the Work, the Purchaser, its Client or any third party appointed or authorized by the latter, shall have free access to the site and to the Supplier's premises, as well as to those of its suppliers and subcontractors. The Purchaser undertakes that it will respect professional confidentiality and warrants respect of such by its employees.

The Purchaser reserves the right to carry out by any appropriate means the technical verification of the materials, hardware and supplies used and the assembly and construction processes, either on the manufacturing site, or in a laboratory of its choice.

Whether or not the Purchaser carries out checks, this will not impact the Supplier's responsibility as defined by the Order.

While processing to these checks if it turns out that the materials, hardware or supplies are not conform to the Special Conditions of the Order, it will be rejected and replaced at the Supplier's expense.

#### **ARTICLE A.6 PERFORMANCE BOND (RETENUE DE GARANTIE)**

In the specific case of Works, the retention may, at the Supplier's request, not be carried out subject to the production, in favor of the Purchaser, in accordance with the clauses of Law No. 71-584 of July 16, 1971, of a bond in the form of a personal, irrevocable, and joint and several commitment from a banking institution approved or agreed by the Purchaser.

Article 10.3 "RETENTION" shall apply provided the financial institution accepted by the Purchase has been withdrawn its approval.

For Work at an estimated price on the schedule, the retention is constituted on the progress of Work, subject of partial invoices. A retention equal to no more than 5% of stage payments will be deducted from their amount to satisfy, if applicable, the reservations made on acceptance of the Work by the Purchaser. If the retention is replaced by a bond as described above, the corresponding amount will be constituted by successive stages.

#### **ARTICLE A.7 ACCEPTANCE**

Acceptance records the compliance of the Work with the Special Conditions of the Order.

##### **A.7.1 OPERATIONS PRIOR TO ACCEPTANCE**

The Supplier informs in writing the Purchaser of the date on which the Work will be completed.

Following notification to the Supplier, the Purchaser shall proceed with the operations prior to acceptance of the work within twenty (20) days of the completion date of the Work, unless a different time limit is stipulated in the Order.

The operations prior to acceptance include:

- acknowledgment of the work carried out;
- any tests provided for in the Order;
- the reporting of any defects or faulty work;
- the reporting of the removal of the installations from the site and the restoration of the land and premises;
- reports relating to completion of the Work.

Should, in accordance with the Order, certain tests need to be carried out after a specified period of service of the structures or at certain times of the year, acceptance may only be pronounced after satisfactory completion of these tests.

A report is prepared on site on the operations by the Purchaser or the third party appointed by same, and signed in the presence of all Parties. If the Supplier is absent or refuses to sign such, this is recorded in the Report.

Within fifteen (15) days following the date of the Report, the Purchaser advises the Supplier in writing by registered mail with acknowledgment of receipt as to whether or not it is pronouncing acceptance. Reservation can be made to the acceptance.

#### **A.7.2 UNRESERVED ACCEPTANCE**

Unreserved acceptance is effective on the date it is notified by the Purchaser and states the transfer of custody and risks to the Purchaser.

#### **A.7.3 ACCEPTANCE WITH RESERVATIONS**

Acceptance with reservations is effective on the date it is notified by the Purchaser.

In such case, responsibility for custody of the structure and the risks relating thereto are still incumbent on the Supplier until the reservations are withdrawn; however, in this case, the risks and costs resulting from protection against radiation and any special measures required by the handling of objects which have suffered from radioactive contamination are excluded and remain under the responsibility of the Purchaser, which takes all the necessary measures to ensure that the repairs or compliance may be carried out safely and within regulatory working conditions.

The Supplier must repair the defects and faulty work for which reservations were made within the time limit set by the Purchaser or, in the absence of such a time limit, within three (3) months from the notification of acceptance.

Should this Work not be carried out within the stipulated period, the Purchaser may forthwith and without any written notice issuance, have such carried out at the Supplier's risk and expense.

If certain building or certain parts do not fully comply with the Special Conditions of the Order, provided the defects recorded are unlikely to affect the safety, performance or use of the buildings, the Purchaser may, in respect of the low significance of the defects and the difficulties compliance would present, waive the right to order the rebuilding considered to be defective and propose to the Supplier that a discount on the prices is applied.

#### **A.7.4 PURCHASER TAKING POSSESSION OF THE BUILDINGS**

Possession may exceptionally be taken prior to acceptance, subject to the prior production of an inventory by both Parties in accordance with Article A.8 below.

#### **A.7.5 PARTIAL ACCEPTANCE**

If the Order stipulates, for a building or part of a building, a completion timescale different from the overall completion timescale for all of the Work, involves partial acceptance of this building or this part of building.

The Article A.7 above apply to partial acceptance; however, for buildings or part of buildings having been partially accepted, the warranty period starts from the effective date of this partial acceptance.

#### **ARTICLE A.8 BUILDINGS OR PART OF BUILDINGS AVAILABLE**

When the Order or a notification from the Purchaser stipulates that the Supplier will make, within a certain period, certain buildings or certain part of the building, not yet completed, available to the Purchaser and without the latter taking possession of such, specifically to enable it to carry out or have carried out by other contractors, work other than those covered by the Order, then the present article shall apply

An inventory of fixtures is prepared in presence of the Purchaser and the Supplier before these buildings, or part of buildings, are made available. This inventory of fixture does not constitute acceptance.

The Supplier is entitled to supervise the work not included in its Order which involves structures or part structures thus made available to the Purchaser. It may make reservations if it considers that the characteristics of the structures do not permit such work or that said work risks damaging them.

These reservations must be notified by registered mail with acknowledgment of receipt to the Purchaser.

When the availability period has ended, a new joint inventory of fixture is prepared.

#### **ARTICLE A9 WARRANTIES - WORK**

##### **A.9.1 WARRANTY OF TOTAL COMPLETION**

The Supplier shall provide to the Purchaser a warranty of full completion, in respect of which it must perform the repair of all issues raised by the Purchaser, either by means of the reservations stated in the acceptance report, or by written notification for those revealed after acceptance.

The one year warranty of full completion starts from acceptance of the Work or for phases of the Work, building or part of buildings when partially accepted starts on the date of this partial acceptance.

If, upon expiration of the full completion warranty period, the Supplier has not carried out the Work and/or Services to which it was bound, the Purchaser may decide to extend this period until full completion of such Work or Services. If the Supplier fails to perform the Work required by the Purchaser within the time limit, the Work can be performed after the written notice remains without effect at Supplier's expense and risks.

The performance of the work to be performed according to the warranty of full completion is made in presence of the Parties or by Courts. The full completion warranty does not apply in case of normal wear and tear of the work.

### **A.9.2 TEN YEAR WARRANTY PERIOD**

In accordance with Articles 1792 to 1792-6 of the French Civil Code, the Supplier is liable to the Purchaser:

- for damage, even resulting from a defect in the ground which impacts the structure of the building or which, affecting such in one of its inherent components or one of its items of building, renders it unfit for purpose;
- for damage which affects the structure of the items of building but only when such form an indivisible whole with the structures relating to viability, foundation, framework, enclosure or covering.

The ten year warranty period starts from acceptance of the Work or for phases of the Work, building or part buildings having been the subject of partial acceptance on the date of this partial acceptance.

### **A.9.3 PERFORMANCE WARRANTY**

Items of equipment in a building, other than those forming an indivisible whole with the structures relating to viability, foundation, framework, enclosure or covering are covered by a performance warranty of a minimum of two (2) years with effect from the acceptance date of the Work or for phases of the Work, structures or part structures having been the subject of partial acceptance on the date of this partial acceptance.

The warranty period may be increased in the Special Conditions.

### **ARTICLE A.10 RIGHT OF OWNERSHIP**

The Purchaser retains ownership of the materials and objects of any kind which are found during excavation and demolition. The Supplier is required to inform its staff of the Purchaser's right in this respect.

### **ARTICLE A.11 TRANSFER OF OWNERSHIP**

The Purchaser becomes owner of the built structures as their construction progresses. The Supplier undertakes that it will not impede the exercise of such right.

### **ARTICLE A.12 SUBSCRIPTION BY THE PURCHASER TO A CONTRACTOR'S ALL RISKS POLICY AND/OR A GROUP TEN-YEAR LIABILITY INSURANCE CONTRACT**

The Purchaser reserves the right, at its sole discretion, to subscribe to:

- A Contractor's All Risks (CAR) insurance policy to cover material damage to the works from the arrival of the first equipment on site until final acceptance;
- Where applicable, a 10 year Property Insurance policy (Dommage Ouvrage) for works subject to mandatory coverage with a value exceeding EUR 15 million;
- A Group Ten-Year Liability Insurance Contract (Contrat Collectif de Responsabilité Décennale) for works subject to mandatory coverage with a value exceeding EUR 15 million, in addition to the ten-year civil liability insurance policy subscribed by the Supplier, where applicable.

The Supplier (any natural or legal person considered a builder under Article 1792-1 of the French Civil Code) must provide a certificate of insurance for its own ten-year civil liability

policy at least six (6) months before provisional acceptance, whether or not the works are subject to mandatory coverage.

If the Purchaser decides to subscribe to the CAR and Group Ten-year Liability policies (Contrat Collectif de Responsabilité Décennale), it shall provide, upon the Supplier's request, a certificate of coverage for both policies.

The mere fact that a Supplier responds to a competitive tender issued by the Purchaser implies unconditional adherence to the insurance program described above, should the Purchaser decide to subscribe to said policies for the execution of the Order. The exclusions, coverage limits, and deductibles of these policies shall apply to the Supplier. The deductible of the CAR policy shall be allocated between the Parties in proportion to their respective liability, as determined by an expert.

The Purchaser's decision to subscribe or not to the aforementioned policies shall have no impact on the risks and liabilities borne by the Supplier under applicable laws, regulations, standards, and contractual obligations. Any policies subscribed by the Purchaser shall not constitute a modification, derogation, or novation of such obligations.

If the CAR policy is extended solely due to the Supplier's delay, the Supplier shall bear the corresponding additional premiums.

If the Purchaser does not subscribe to such policies, it is reminded that:

- Under Article 13 "LIABILITIES – INSURANCE," the Supplier remains liable for damage to the Supplies in the factory, during assembly, testing, and until final acceptance, and is required to insure such damage and name the Purchaser as an additional insured where the Purchaser has an insurable interest;
- The Supplier must arrange a Group Ten-Year Liability Insurance Contract (Contrat Collectif de Responsabilité Décennale) before the start of the Works, effective on the dates required by law, and provide proof of such subscription to the Purchaser.

The Supplier also undertakes to require any of its subcontractors subject to ten-year liability to subscribe to a ten-year civil liability insurance policy, whether or not the works are subject to mandatory coverage, and to provide a certificate of insurance.

As a result, and to enable the Purchaser to make an informed decision, the Supplier shall submit its offer including the cost of insurance.

After reviewing the information provided, the Purchaser shall inform the selected Supplier of its decision regarding the subscription to a CAR policy and a Group Ten-Year Liability Insurance Contract (Contrat Collectif de Responsabilité Décennale). This decision shall be binding on the selected contractor without the Purchaser having to justify it.

The Special Conditions shall specify whether the subscription to the CAR and a Group Ten-Year Liability Insurance (Contrat Collectif de Responsabilité Décennale) policies is the responsibility of the Purchaser or the Supplier.

#### **ARTICLE A.13 DOCUMENTS TO BE PROVIDED BY SUPPLIERS**

The Supplier must provide the Purchaser with the following certificates:

- a) A valid qualification certificate from an accredited body corresponding to the Works to be performed;

b) A General Civil Liability Insurance certificate indicating:

- The insurance company;
- The policy number and effective date of the Order;
- The coverage provided, including amounts and deductibles;
- Confirmation that the premium has been paid;

c) If the value of the works is less than EUR 15 million, a Ten-Year Civil Liability Insurance certificate, valid at the date of site opening, whether or not the works are subject to mandatory coverage;

d) If the works are subject to mandatory coverage and exceed EUR 15 million in value, a nominative Ten-Year Civil Liability Insurance certificate issued by the insurer, valid at the date of site opening, specifying:

- The name and address of the construction site;
- The site opening date ;
- The estimated construction cost excluding VAT, including fees;
- The nature and amount of the contractor's works;
- The covered activities;
- The insured amount in the presence of a Group Ten-Year Liability Insurance, depending on the lot: EUR 10 million per claim for structural works, EUR 6 million per claim for other work packages, or EUR 3 million per claim for architects, project managers, or technical inspectors;
- Reference to the relevant legal provisions;
- Capitalization-based guarantee management;
- Coverage of subcontracted works.

## **ARTICLE A.14 TERMS OF IMPLEMENTATION OF ARTICLE 23 OF THE COMMON CLAUSES "DEFAULT BY THE SUPPLIER"**

### **A.14.1 GOVERNANCE**

The governance defined in the Common Clauses will take place in the conditions indicated below.

After notification by registered mail with acknowledgment of receipt to the Supplier, the Purchaser will, in the latter's presence, have a joint report prepared establishing the status of the Work and descriptive and estimated inventory of the equipment supplied and company equipment existing on site. The Purchaser will send said report by registered mail with acknowledgment of receipt to the Supplier.

It will then return to the Purchaser the equipment and/or materials which it has selected.

Throughout the period of governance, the Supplier is required to supervise the operations without being able, however, to interfere with the execution of the Purchaser's orders.

The Supplier may be relieved of the obligations arising from this governance if it justifies the resources necessary to resume the Work and conducts such to a satisfactory conclusion, it being understood that it remains responsible for the operations carried out under governance.

The excess expenditure resulting from governance is deducted from the sums which may be due to the Supplier, without prejudice to the rights which may be exercised against same in the case of a shortfall.

If however governance should lead to a reduction in expenditure, the saving remains acquired in full by the Purchaser.

#### **A.14.2 IN THE EVENT OF AN EMERGENCY**

When this relates to urgent Work justified by absolute necessity, and in the event of unavailability or shortcomings by the Supplier, the Purchaser may immediately have the work carried out by a third party at the Supplier's risk and expense. This Work must be noted on a report prepared immediately in the presence of the Supplier and authorized by the Parties. The Purchaser will send said report by registered mail with acknowledgment of receipt to the Supplier.

## **ANNEX B      CLAUSES SPECIFIC TO SUPPLIES**

The purpose of this Annex is to supplement the Common Clauses by specifying the specific clauses applicable to Supplies, whether or not part of a Service.

### **ARTICLE B.1    PACKAGING - CONSIGNMENTS - TRANSPORTATION**

Unless stated otherwise in the Special Conditions of the Order, the Supplier remains fully liable for Supplies until delivery to the delivery location and takeover by the Purchaser or any person duly authorized by the Purchaser.

When the Supplier assembles these supplies, it remains fully liable until they are accepted.

The Supplies will be packaged, shipped and transported at the Supplier's risk and expense, which must obtain, at the time the bid is issued, full information on the means of communication and unloading, as well as any constraints arising therefrom; it will be responsible for all formalities and administrative authorizations required.

Packaging must ensure effective protection, both from a handling and preservation perspective until it reaches the final destination.

The Supplier will be fully liable for damage caused by defective, insufficient or unsuitable packaging.

The packages shall carry the Order reference number legibly on each side and must include all the marks and endorsements stipulated in the Special Conditions, in particular: shipping date, shipper's address and delivery recipient.

The weight of each package and the lifting point must be indicated on all heavy packages.

Shipped packages will be returned at the Supplier's expense, unless exceptionally agreed otherwise.

The shipping slips sent by the Supplier must state:

- the Order reference,
- the delivery destination by sub-assembly,
- the Supplier's company name,
- the shipping date,
- the detailed classification of the articles, with the number of packages and gross and net weight.
- the item references and corresponding plans.

If, at the Purchaser's request, shipping of the Supply or part of such is delayed, the Supplier is required, under its liability, to provide free storage for such for up to three (3) months and subsequently in return for payment to be agreed mutually.

It is understood that the Supplier must insure the Supply for damage during storage.

The Purchaser, during performance of the Order, may change the delivery location stated in the Special Conditions, the prices then, as applicable, being increased or decreased in relation to the effect of this on the Supplier's costs

## **ARTICLE B.2 UNLOADING - HANDLING**

### **B.2.1 SUPPLIES REQUIRING NEITHER ASSEMBLY NOR COMMISSIONING BY THE SUPPLIER**

These Supplies are shipped by the Supplier and delivered to the location indicated by the Purchaser.

The Supplier is considered, at the time the bid is issued, to have checked whether the facilities at the delivery location conform to its requirements, as these can only be modified by the Purchaser if requested in advance by the Supplier and expressly agreed by the Purchaser.

Where the Supplier is the sole recipient of the supplies shipped to the delivery location, it remains solely responsible:

- for ensuring the quantitative and qualitative control thereof,
- for making the relevant reservations to carriers in the case of damage, default, delay or incorrect address.

The Supplier carries out handling and transportation at the delivery location, unless stipulated otherwise in the Special Conditions.

### **B.2.2 SUPPLIES REQUIRING ASSEMBLY**

For Supplies requiring assembly, the operations to be carried out at the delivery location are totally incumbent on the Supplier, unless stipulated otherwise in the Special Conditions.

The Supplier takes, under its responsibility and at its own expense, the measures necessary for the protection of persons and goods which could be at risk when assembly is being carried out.

Any equipment and installations belonging to third parties or to the Purchaser damaged by the Supplier must be restored or replaced by same as soon as possible.

In the case of shortcomings by the Supplier and if urgent, the Purchaser reserves the right, after a formal demand remains without effect, to proceed with the replacement or restoration of the damaged equipment or installations at the Supplier's expense.

## **ARTICLE B.3 STORAGE**

The locations and conditions of storage of the Supplies are defined in the Special Conditions and are subject to the clauses in force at the delivery location.

The Purchaser reserves the right to subsequently change these locations and conditions and, if applicable, will bear any additional costs in respect of such.

## **ARTICLE B.4 MONITORING MANUFACTURING - FACTORY AUDIT**

Throughout manufacturing, the Purchaser, its Client or a third party appointed or authorized by the latter, have free access to the Supplier's establishments, as well as to those of its suppliers and subcontractors. In respect of its involvement, the Purchaser undertakes that it will respect professional confidentiality and warrants respect of such by its employees.

The Purchaser reserves the option to carry out by any appropriate means the technical verification of the materials, hardware and supplies used and the assembly processes, either on the manufacturing site, or in a laboratory of its choice.

Whether or not the Purchaser carries out checks, will not change the Supplier's responsibility as defined by the Order.

If, during the course of the checks, it turns out that the materials, hardware and supplies do not conform to the Special Conditions of the Order, they will be rejected and replaced at the Supplier's expense.

## **ARTICLE B.5 TECHNICAL ACCEPTANCE IN THE FACTORY - ON SITE VERIFICATION AND TESTING OF THE SUPPLIES**

### **B.5.1 TECHNICAL ACCEPTANCE IN THE FACTORY**

Where the Order provides for acceptance of the Supplies at their production location, the Supplier must request the Purchaser in writing to carry out the acceptance operations. The Purchaser will set the acceptance date, which must occur within fifteen (15) days of the request, unless specifically agreed otherwise by the Parties.

The Supplier may only make the delivery if technical acceptance has been given by the Purchaser.

The above clauses do not release the Supplier from its liability in respect of the quality and compliance of the delivered Supply, from the obligation to provide the corresponding certificates as provided for in the Special Conditions and, more generally, its liability in respect of the contractual obligations.

### **B.5.2 ON SITE VERIFICATION AND TESTING OF THE SUPPLIES**

Where the equipment requires assembly, the Supplier notifies the Purchaser in writing, giving ten (10) days' notice prior to verification of the assembly, that this has been completed and that the equipment is ready to operate or be presented for acceptance. A check of the actual completion of the assembly is then jointly carried out by verification of the different parts of the Supply, as well as an initial check relating to good general performance and more specifically that of the control and safety elements.

A verification report is produced and signed by both Parties. This report sets the date for the end of assembly.

Verification having been carried out, tests are begun enabling the features required by the Order to be checked, in accordance with the schedule provided by such or decided jointly, on the Supplier's proposal.

Unless stipulated otherwise in the Order, throughout the development and testing, consumables and raw materials, tools and measuring and control devices are the Supplier's responsibility. The latter also ensures that it and its staff supervise the equipment. It must also keep the Purchaser's staff up to date on the progress and upkeep of the equipment.

However, certain tests defined in the Order may, at the Purchaser's request, be carried out by an independent body appointed by it, in the presence and under the responsibility of the Supplier.

All costs relating to labor, equipment and other costs remain the responsibility of the Supplier responsible for the proper performance of these tests.

## **ARTICLE B.6 ACCEPTANCE**

The Special Conditions specify the conditions triggering the acceptance operations. These acceptance operations enable the conformity of the Supply with the Special Conditions of the Order to be recorded and to set the date that acceptance takes effect.

### ***B.6.1.1 ACCEPTANCE VISIT***

The Purchaser carries out the acceptance visit, in the presence of the Supplier. The absence of the latter does not prevent the visit taking place and in no way affects the validity of the decisions taken at the end of the visit.

At the end of the acceptance visit, the Purchaser:

- pronounces acceptance,
- or pronounces acceptance with reservations,
- or refuses acceptance.

### ***B.6.1.2 ACCEPTANCE REPORT***

Acceptance is the subject of a report produced by the Purchaser, signed by the Supplier when the latter is present and in all cases sent to the Supplier.

## **B.6.2 ACCEPTANCE FOR SUPPLIES NOT REQUIRING ASSEMBLY OR TESTING OR INDUSTRIAL COMMISSIONING**

Unless joint acceptance is required, acceptance is considered to be pronounced on the day the Supply arrives at its destination, together with all plans and documents stipulated, without prejudice to the clauses defined in Article 11 of the Common Clauses.

## **B.6.3 ACCEPTANCE FOR SUPPLIES REQUIRING ASSEMBLY, TESTING OR INDUSTRIAL COMMISSIONING**

As soon as the Supplier considers that the Supply fulfills the conditions required for acceptance (in each of the cases referred to above), it requests the Purchaser in writing to carry these out. The date for the acceptance visit is set within ten (10) days of the request.

The Special Conditions may provide for acceptance to be pronounced after a continuous period of proper operation in industrial mode and after handover of all plans and documents. If, during this period, interruptions attributable to the Supplier result in additional costs for the Purchaser or for third parties, these costs will be borne by the Supplier.

If the Order does not provide for an operating period in industrial mode or if, for a reason outside the Supplier's control, it is not possible to carry out this industrial stage within the timescales set by the Order, acceptance is pronounced at the end of the tests provided for by the Operating Period if the tests are satisfactory, and after handover of all plans and documents.

If the Order provides neither for an operating period in industrial mode, nor a period of testing, acceptance is pronounced at the end of assembly, on presentation of the end of assembly report and after handover of all plans and documents.

#### **B.6.4 ACCEPTANCE WITH RESERVATIONS**

Acceptance with reservations may be pronounced by the Purchaser when it records that the completion operations for the Supply have not been finished. For this purpose, the Purchaser will extend the time limit.

If the Supplier completes these operations within this period, a report recording the lifting of reservations will be produced. Acceptance is considered to be pronounced on the date of the acceptance report.

The Purchaser may apply the measures provided for in Articles 23 of the Common Clauses and B.10 below if the Supplier's shortcomings continue. Furthermore, acceptance is pronounced on the effective date of completion of the operations.

#### **B.6.5 REFUSAL OF ACCEPTANCE**

The Purchaser may refuse acceptance:

- in the case of partial or total non-performance of the Supply,
- when the Supply does not conform to the plans, standards, Special Conditions or documents relating to the Order or to best practice,
- when performance has not been achieved.

Refusal of acceptance is recorded in the acceptance report established jointly, or by the Purchaser (or its representative) only if the Supplier is absent; the report will show the reasons for the refusal.

The Supplier has ten (10) days from the Purchaser sending the report to present its comments on such refusal, in writing. If no comments are received from the Supplier in this period, refusal of acceptance will be automatic and the Purchaser may notify the Supplier that the Order is canceled. If comments are made within the time limit, the Parties will analyze the discrepancies and agree the terms to be implemented; in the case of continued disagreement, the most diligent Party will implement the clauses in Article 31.2 "DISPUTES RESOLUTION". If rejection is appropriate or if this only relates to part of the Supply, acceptance is pronounced for the non-rejected Supply, if the Purchaser desires such and as long as this Supply may be used independently of the rejected Supply.

#### **ARTICLE B.7 TRANSFER OF OWNERSHIP AND RISKS**

The transfer of ownership and risks takes place as mentioned in article 11.2.3.2 of the Common Clauses.

#### **ARTICLE B.8 WARRANTY**

The warranty starts on the acceptance date, or if acceptance is not applicable, on the actual delivery date to the Purchaser.

Unless stipulated otherwise in the Special Conditions, the warranty period is twenty-four (24) months effective from acceptance.

During the warranty period, and unless expressly waived by the Purchaser, the Supplier remains liable for carrying out any modifications, developments and adjustments necessary to fulfill the Special Conditions of the Order, and to replace or repair free of charge materials, appliances and items displaying a defect making them unfit for service, or likely to compromise the quality or duration of their use.

All costs relating to replacement, labor, transportation and other costs resulting from the implementation of this warranty are the Supplier's responsibility, excepting those resulting from normal wear and tear or due to the Purchaser.

In respect of the implementation of the warranty, the costs of the protective measures against the risks of radiation and the special measures required by the handling of objects which could have suffered from radioactive contamination remain the Supplier's responsibility.

The warranty period will be extended for the time during which the Supply is unavailable due to a defect covered by the warranty or following necessary restoration. For the replaced materials, appliances and items, the warranty period starts from their installation date.

If it is acknowledged that the recorded defect originates from a design or manufacture error likely to be repeated, the Supplier must replace or modify all the identical items or parts in other appliances covered by the Order, even if these have not produced any incident, at its own expense.

If, for reasons not attributable to the Supplier, acceptance is delayed, the warranty period is negotiated taking A holdback provided for by the Special Conditions of the Order will be carried out on the sums due, in the conditions defined in the Common Clauses, and will only be returned on expiration of the warranty period.

## **ARTICLE B.9 CONTINUITY OF SPARE PARTS**

If the Supplier is no longer able to supply the Purchaser with spare parts for the Supply, or any equivalent part, necessary to maintain the Supply in good working order, it must:

- inform the Purchaser of such with advance notice of one year prior to the end of manufacture,
- offer the Purchaser priority over spare parts in stock,
- take care to transfer to the Purchaser, or to any third party appointed by the Purchaser, all the knowledge, skills and rights necessary for the manufacture of the spare parts.

This obligation remains applicable for ten (10) years after the acceptance date of the Supply, or failing this, its actual delivery date.

## **ARTICLE B.10 TERMS OF IMPLEMENTATION OF ARTICLE 23 OF THE COMMON CLAUSES "DEFAULT BY THE SUPPLIER"**

### **B.10.1 GOVERNANCE**

The governance defined in the Common Clauses will take place in the conditions indicated below.

After notification by registered mail with acknowledgment of receipt to the Supplier, the Purchaser will, in the latter's presence, have a joint report prepared establishing the status of the manufacture and the descriptive inventory of the materials and hardware supplied. The Purchaser will send said report by registered mail with acknowledgment of receipt to the Supplier.

It will then return to the Purchaser the equipment and/or the materials which it has selected.

Throughout the period of governance, the Supplier is required to supervise the operations without being able, however, to interfere with the execution of the Purchaser's orders.

The Supplier may be relieved of the obligations arising from this governance if it justifies the resources necessary to resume the manufacture and conducts such to a satisfactory

conclusion, it being understood that it remains responsible for the operations carried out under governance.

The excess expenditure resulting from governance is deducted from the sums which may be due to the Supplier, without prejudice to the rights which may be exercised against same in the case of a shortfall.

If however governance should lead to a reduction in expenditure, the saving remains acquired in full by the Purchaser.

#### **B.10.2 IN THE EVENT OF AN EMERGENCY**

When this relates to urgent manufacture justified by absolute necessity, and in the event of unavailability or shortcomings by the Supplier, the Purchaser may immediately have the work carried out by a third party at the Supplier's risk and expense. This manufacture must be noted on a report prepared immediately in the presence of the Supplier and authorized by the Parties. The Purchaser will send said report by registered mail with acknowledgment of receipt to the Supplier.

## **ANNEX C            CLAUSES RELATING TO TRANSPORT ORDERS AND THE TRANSPORTATION OF RADIOACTIVE AND NUCLEAR MATERIALS**

The purpose of this Annex is to supplement the Common Clauses by specifying the specific clauses applicable to the Modes of Transportation of Packages and Packages of radioactive and nuclear materials.

In general, transportation commences after the shipper signs the Shipment Report and ends when the recipient takes responsibility for the Package at the delivery location. In multimodal logistics, transportation begins on the handover to the Supplier of all the shipping documents duly signed by the previous Supplier or Service Provider. Transportation ends when the recipient takes responsibility for the Package.

### **ARTICLE C.1    DEFINITIONS**

<b>Package</b>	shall mean the ensemble comprising the packaging, any internal packaging and its contents as presented for transportation.
<b>Supplier</b>	shall mean the entity which supplies or sets up the Mode of Transportation.
<b>Mode of Transportation</b>	shall mean the transportation by road, rail, sea or air vehicles.

### **ARTICLE C.2    GENERAL**

The Supplier, to which the Common Clauses apply, must be aware of the current regulations applicable to the type of transportation defined in the Special Conditions and ensure that such regulations are known, applied and complied with by its staff and subcontractors.

#### **C.2.1    SUPPLIER'S OBLIGATION OF INFORMATION**

Without prejudice to the specific terms defined in the Special Conditions, the Purchaser must be warned immediately and in writing of any defect of any kind occurring to the Mode of Transportation, the equipment and the Packages, and in particular :

- any incident relating to compliance with the regulations;
- any incident relating to the integrity of the Package;
- any incident relating to radiation protection;
- any incident relating to the administrative formalities, especially customs formalities;
- any difficulty encountered in the preparation and performance of the transportation, in particular for road transport, any driver or vehicle changes.

#### **C.2.2    INFORMATION AND DOCUMENTS TO BE SENT TO THE SUPPLIER**

The Purchaser informs the Supplier:

- of the nature of the Package,
- of the access conditions to the loading and unloading site as provided for in Article 8.4 of the Common Clauses

The previous shipper or transporter, in the case of multimodal logistics, sends the Shipping Report to the Supplier at the same time as the Package.

The shipping document is produced on the basis of the information given in the Shipping Report and the Order, supplemented if necessary by all the logistics information as transportation progresses.

### **C.2.3 TRANSPORTATION EQUIPMENT**

The Supplier carries out the service using a Mode of Transportation adapted to the Packages to be transported and to the access and loading and unloading facilities defined in advance by the Purchaser.

### **C.2.4 DURATION OF AVAILABILITY IN RESPECT OF LOADING OR UNLOADING**

On arrival of the Mode of Transportation at the loading or unloading locations, or in the waiting area, even if this is outside said location, the Supplier informs the representative of the loading or unloading location that its Mode of Transportation is available for either of these operations to be carried out.

The time of this availability is immediately recorded by the Supplier on the tracking form, which constitutes the identification of the Mode of Transportation.

The identification is the start point for the duration of availability of the Mode of Transportation in respect of loading or unloading.

These durations end when the time at which the Mode of Transportation is ready to leave is recorded on the tracking form, the loading or unloading having ended and the signed shipping documents issued to the Supplier.

### **C.2.5 WEIGHING OPERATIONS**

If one of the Parties to the Order requests weighing of the Package, this operation is carried out by the shipper or recipient at the loading or unloading location.

If the Mode of Transportation needs to be moved, the cost of this as well as the cost of the weighing operation are borne by whoever requested this.

### **C.2.6 TRANSPORT IMPEDIMENT NOT ATTRIBUTABLE TO THE SUPPLIER**

If the Supplier's service is temporarily impeded or interrupted or if, for any reason not attributable to the Supplier, performance of the service by the Supplier is or becomes impossible in the conditions initially anticipated, the Supplier requests instructions from the Purchaser.

If the Supplier has been unable to obtain instructions from the Purchaser in good time, the Supplier takes the measures which appear to it to be the best for the preservation of the Package and informs the Purchaser of such.

Any request for repayment of the costs relating to such preservation of the Package must be justified in advance by the Supplier and agreed in writing by the Purchaser.

These costs are invoiced separately, in addition to the price of the Service agreed in accordance with the clauses in Article C.2.8 below.

### **C.2.7 DELIVERY TERMS, DELIVERY IMPEDIMENT**

Delivery is impeded when the shipment reaches the planned delivery location and cannot be delivered to the named recipient. Any immobilization to the Mode of Transportation at the

recipient's premises in excess of twenty four hours from availability is also considered as a delivery impediment.

An overdue notice is produced if a delivery impediment occurs which is sent by the Supplier to the Purchaser within twenty-four (24) hours of such being recorded in writing.

The Package covered by the overdue notice remains available to the recipient until instructions are received from the Purchaser. Custody of the Package is assumed by the Supplier or by a third party guaranteed by the Supplier.

The costs thus incurred are the responsibility of the Purchaser and must be justified in advance by the Supplier and agreed in writing by the Purchaser, unless they are due to an error by the Supplier.

## **C.2.8 PAYMENT FOR TRANSPORTATION AND RELATED SERVICES**

The transport price is established in relation to the Mode of Transportation used, its equipment, the nature of the Package, its weight and volume, the number of Packages, the transportation distance, transit times, any special traffic constraints, the duration of availability of the Mode of Transportation and the crew, and more generally the costs engendered by the service requested.

The related Services include:

- the declaration of value;
- the declaration of special interest in the delivery;
- the insurance mandate;
- new presentation at the loading or unloading location;
- the weighing operations;
- the cleaning, washing or decontamination of the Mode of Transportation;
- storage.

Any modification of the initial service Order, in particular any change in the itinerary, any immobilization of the Mode of Transportation and/or the crew not attributable to the Supplier, results in an adjustment of the Supplier's payment terms. The additional costs for tracking the Transport Order may be invoiced separately.

All prices are calculated excluding taxes.

## **ARTICLE C.3 INSURANCE - LIABILITIES**

### **C.3.1 CONVENTIONAL CIVIL LIABILITY.**

The Supplier is accountable for, in accordance with the rules of common law, damage of any kind, excluding damage resulting from a nuclear accident, which may be caused by it or by its staff during performance of the Order.

When the Packages being transported are in the Supplier's custody, the latter will be required to ensure the safekeeping of such specifically in accordance with the rules defined in the applicable documentation.

The Supplier will be required to take out the necessary insurance and in particular carrier's or agent's civil liability insurance depending on the service entrusted to it.

The Supplier is accountable to the Purchaser for the consequences of damage to the Packages entrusted for transport within the legal conditions and limits from which carriers carrying out said transport benefit.

### **C.3.2 CIVIL NUCLEAR LIABILITY**

Within the conditions and limits provided in articles L 597-1 and seq of the French Environment code or any subsequent amending clauses, setting the conditions of the implementation in French Law of the current Paris Convention regarding civil liability in the field of nuclear energy, the nuclear shipping operator assumes the consequences of a nuclear accident occurring outside its nuclear installation and during transport services related to the Order.

Furthermore in the case of nuclear accident caused intentionally or by the Supplier's gross negligence, the Purchaser shall have recourse against the Supplier, for an 20% of the amount of the Order, excluding taxes, with a maximum of two hundred and fifty thousand (250,000) Euros.

### **C.3.3 SUPPLIER'S LIABILITY**

The Supplier, liable due to an error made by one of its substitutes, shall benefit from the limitations provided for by law and applicable to such substitute. When the limits of indemnity of its subcontractors are unknown or do not result from mandatory or legal clauses, the Supplier's liability due to its subcontractors is equal to the value as new of the goods being transported.

Notwithstanding the Decree of April 5, 2013 relating to approval of the standard transport commission contract, the Supplier waives the right to take advantage of any limitations of liability in the case of actual fault. The Supplier will therefore be required to indemnify the Purchaser for any losses arising due to an actual fault by the Supplier. In addition, the Supplier's liability due to its substitutes is equal to the value as new of the goods being transported unless otherwise stipulated in the Order.

## **ARTICLE C.4 INSPECTION - ACCEPTANCE**

The purpose of the inspection is to verify the smooth running of the operations associated with loading and unloading:

- conformity of lifting equipment used before handling,
- handling carried out safely without damage to the Packages,
- the number of Packages, as well as their numbers,
- the identification of the Modes of Transportation,
- the presence of seals,
- proper padding and tying down of Package on the Mode of Transportation,
- the presence of the required labeling on the Package and the Mode of Transportation,
- appropriate transfer between transport subcontractors: maritime company, stevedores, freight handlers, freight forwarders, road or rail transport, etc. both for Packages and for shipping documents,
- security, if required,
- the good condition of the Packages.

When the inspection ends, regardless of the date and time, the inspector must call the Purchaser to advise it of the result. He either calls the transport operator, whose details he has on the action request, or he sends the message to the person on-call appointed by the Purchaser.

Acceptance is the subject of a report produced by the Purchaser, signed by the Supplier when the latter is present and in all cases notified to the Supplier.

#### **ARTICLE C.5    TRANSFER OF RISKS**

Transfer of risks associated with the Package is considered to be transferred from the Purchaser or any third party appointed by the Purchaser to the Supplier, when the Supplier begins the loading of the Package onto the Mode of Transportation, until the time when the Supplier transfers such to the Purchaser or to any third party appointed by the letter at the delivery location.

#### **ARTICLE C.6    COMPLIANCE WITH MISCELLANEOUS REGULATIONS**

In accordance with the clauses in Article 9 of Law No. 82-1153 of December 30, 1982, the Supplier must in all cases conduct the transportation operations in strict compliance with the regulations relating to working conditions and safety.

In the case of transportation of Packages subject to specific regulations, all Parties are required to comply with the obligations arising therefrom and incumbent on them.