

# SIMPLIFIED GENERAL TERMS AND CONDITIONS OF PURCHASE Edition 2026



## ARTICLE 1 PURPOSE

These simplified general terms and conditions of purchase («SGTCP») define the general provisions applicable to the conclusion and performance of orders placed by any French legal entity of the Orano Group (hereinafter the "Purchaser") with the Supplier (hereinafter the "Supplier") as defined in the order for the Services (which shall mean any provision of services of any kind whatsoever and/or any work carried out by the Supplier as stipulated in the order), and for Supplies (which shall mean any equipment, physical goods and any deliverables ordered by the Purchaser from the Supplier, as defined in an order.)

The SGTCP shall apply to any amendments to the order.

The Purchaser and the Supplier are hereinafter referred to as "The Party" and collectively the "Parties".

## ARTICLE 2 ORDER

The issuance of an order by the Purchaser closes the negotiations, during which the Parties have examined, discussed and agreed on the entire content of the order and, in particular, on all the business terms and technical specifications.

The Parties are deemed to have entered into an agreement upon the day the Purchaser receives the acceptance of the order from the Supplier without any reservations.

Prior to agreeing to an order, the Supplier shall verify the information and data included in the documents the Supplier receives from the Purchaser and shall, with the prior consent of the Purchaser, take any corrective measure which may be necessary pursuant to the Supplier's obligation to advise.

Unless stipulated otherwise in the special conditions, the Supplier shall send no later than fifteen (15) calendar days after receiving the order (sent by the Purchaser via email or mail) a signed copy of the order as acknowledgment.

This period is reduced to five (5) business days for orders concerning stored standard Supplies (raw materials, spare parts, consumables, personal protective equipment).

Should the Purchaser not receive a copy of the signed order within the period stipulated hereinabove then (i) any commencement of performance of the order by the Supplier constitutes full acceptance of the order by the Supplier; or (ii), in the absence of such a commencement of performance by the Supplier, the order shall be considered null and void.

## ARTICLE 3 APPLICABLE DOCUMENTS

The documents constitutive of the order, in addition to these SGTCP, 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. **Any provision with regards to retention of title which would appear on any of the Supplier's documents shall be null and void.**

The order is composed of, but not limited to: the special conditions, along with all Annexes attached to the order and any document referenced therein; if applicable, the technical specification and/or scope of work; the copy of any applicable site regulation(s), as provided by the Purchaser, which the Supplier acknowledges to be aware of; the SGTCP; the Orano Code of Ethics and Business Conduct ; the Human Rights Policy ; 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. The breach of this clause by the Supplier shall entitle the Purchaser to terminate the order in accordance with Article 20.2.

## ARTICLE 4 AMENDMENT OF THE 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 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.

## ARTICLE 5 CHANGE IN LAW AND BALANCE OF THE ORDER

### 5.1 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 above negotiation period, the performance of the order shall be maintained until it is agreed that such performance shall be partially or entirely halted by the Parties by their agreement as soon as possible from the date of the above mentioned notification.

### 5.2 BALANCE OF THE ORDER

Without prejudice to the application of Article 5.1 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 SUPPLIER'S OBLIGATIONS

The Supplier, in its capacity as a professional, is bound by an obligation of result ("obligation de résultat") based on the full and total performance of the order, and the Supplier shall warn the Purchaser against the consequences of the decisions the Supplier may lead the Purchaser to take and draw its attention to any identified risks of any kind related to performance of the order. The Supplier shall advise and inform the Purchaser, from time to time in the course of the performance of the order of any relevant comments on all documents received from the Purchaser and of any information likely to have an impact on the due performance of the order. The Supplier shall suggest any process or solution useful to properly perform the order. The Supplier shall deliver Supplies, free of any ownership or property rights or liens of any nature and unencumbered and that the products (substances, combinations or articles) supplied or used in respect of the order comply with the clauses of the REACH Regulation (EC regulation No. 1907/2006) and that it will send the Purchaser evidence of this compliance. 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

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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.

## ARTICLE 7 GENERAL CONDITIONS OF PERFORMANCE

### 7.1 MONITORING THE PERFORMANCE

#### 7.1.1 CONTRACTUAL LEAD TIMES

The lead times stipulated in the order are mandatory.

#### 7.1.2 PENALTIES

The penalties act as deterrent and are not compensatory damages. Under no circumstance the penalties shall be considered as a waiver or a limit to the Purchaser's remedies such as to prevent the Purchaser from terminating the order and/or claiming compensation for any damage 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.

In addition, this article does not relieve the Supplier from performing and supplying the Service(s), the Supply(ies) and/or the Work in accordance with the provisions of the Order.

#### 7.1.2.1 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. When the special conditions do not provide any provision, then, the applicable delay penalties are 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.

#### 7.1.2.2 PENALTIES FOR FAILURE TO ACHIEVE REQUIREMENTS

The special conditions may contain penalties should the Supplier fail to achieve the requirements of the order.

### 7.1.3 DELIVERY PLACE

The special conditions of the order shall stipulate the conditions and delivery location of the Services and/or the Supplies and the Incoterm (ICC 2020) (if applicable) together with the number and format of the expected deliverables. If not stipulated in the special conditions, the delivery shall be made to the Purchaser's premises and the Supplies shall be packed in an appropriate and satisfactory manner under the Supplier's responsibility whom shall bear any damage or loss. The Supplier shall be in charge with the customs clearance when necessary.

Any delivery shall come along with a delivery note signed by both Parties which will thereby set the delivery date. The delivery note would have to give the reference number of the order and detail the quantities of the Supplies ordered. If such requirements are missing, the Supplies shall not be accepted.

Signature of the delivery note by the Purchaser shall not be deemed to evidence anything else other than the physical delivery and the visible good state of the Supplies. Such signature shall not be regarded, in any case, as an acknowledgment of the Supplies' and/or Services' conformity with the specifications of the order; the Purchaser reserves the right, upon unpacking or thereafter, to notify the Supplier within the legal timeframes available to him of any loss, damage or non-conformity the Purchaser may suffer regarding the Supplies.

### 7.1.4 CLAIMS

Notwithstanding any provision to the contrary, it is expressly understood that the Supplier irrevocably waives any claim, right or action against the Purchaser relating to the performance of an order which would be formulated more than twelve (12) months

from the performance, or the acceptance, of the Supplies and/or the Services.

### 7.2 AUDIT

The Purchaser may at any 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 agree) 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).

## ARTICLE 8 FINANCIAL CLAUSES

### 8.1 PRICE – REMUNERATION

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.

### 8.2 ADVANCE-DOWN PAYMENT

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

### 8.3 INVOICING

All invoices shall be created in the name of the Purchaser and addressed to the invoicing department stipulated in the special conditions.

Invoices shall be sent in one copy. Invoices must state the order reference, and be accompanied by all necessary supporting documents as stipulated in the special conditions and must comply with Article L 441-9 of the French Commercial Code.

Moreover, the invoice shall state the net weight of each Supply delivered (free of any packaging).

In the event the Parties do not agree on the amount of an invoice, payment will be made on the basis of sums uncontested by the Parties.

### 8.4 TAXES

The applicable VAT is added at the time required according to the law applicable. The amount of VAT to be paid by the Purchaser will be indicated separately on the invoices.

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

### 8.5 PAYMENTS

Each payment is subject to the Supplier's compliant performance of the requirements of the order to which it is obliged and to the emission of an invoice which conforms to the legal requirements in force.

Payments are made sixty (60) days at the latest from the date of the sending of a valid invoice.

Payment of periodic invoices is made forty-five (45) days at the latest from the date of the sending of a valid invoice, subject to the full performance of the conditions of the order.

The invoice will be deemed invalid and be returned to the Supplier if the period between its issue date and date of reception by the Purchaser is more than five (5) calendar days.

The Purchaser reserves the option of automatically offsetting debts that it may have against the Supplier against the sums that the Purchaser may owe to the Supplier at the time the order is performed, whether or not the conditions for legal compensation are fulfilled.

The Supplier must notify the Purchaser immediately in writing of any 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.

### 8.6 INTEREST AND INDEMNITIES FOR LATE PAYMENT

If the Purchaser fails to make a payment by the due date and such failure is not due to a total or partial non-performance of its obligations by the Supplier or due to the implementation of the compensation schemes by the Purchaser, then the Supplier may apply interest for late payment. Interest on any overdue amount will accrue each day at the rate of three (3) times the daily legal French interest rate from the due date until full payment of the overdue sum.

The Supplier is also entitled to a lump sum compensation for recovery costs, the amount of which is determined by French applicable law.

Should such recovery costs happen to be higher than the amount determined under French applicable law, then the Supplier shall

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be entitled, upon supporting documents, to charge the Purchaser with a further compensation.

## **ARTICLE 9 ACCEPTANCE OF THE SUPPLIES AND SERVICES**

### **9.1 PRINCIPLE**

The acceptance specific terms and conditions, in particular the period, shall be stipulated in the special conditions of the order 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.

The Purchaser reserves the right to grant acceptance with reservations which shall be mentioned in the acceptance reservations certificate. The Supplier shall remedy the non-conformities at its own cost within the time periods indicated by the Purchaser. The non-conformity of the Services or the Supply with the totality of the stipulations of the order shall entitle the Purchaser to claim damages and interest and to terminate the order within the conditions of article 20.2. In this case, all sums already paid by the Purchaser shall be reimbursed immediately by the Supplier.

### **9.2 CONSEQUENCE OF ACCEPTANCE**

#### **9.2.1 START OF WARRANTY**

The warranty for the Services and/or Supplies starts on the date of final acceptance according to the above conditions, or in the absence of any acceptance procedure, it starts from the delivery note for the Supplies in accordance with the conditions below.

#### **9.2.2 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 9.1 above.

When the Purchaser grants reservations on the Supplies and/or Services, which prevent the Purchaser from using the Supplies and/or Services under normal conditions of use, the transfer of risks is postponed until the reservations are corrected and have been validated by the Purchaser, no matter if the Purchaser had to use the Supplies and/or Services in the meantime.

## **ARTICLE 10 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, as provided by the order, for the time period stipulated in the special conditions, or (in default of such stipulation) for twenty-four (24) months from the date of final acceptance of the Services and/or Supplies by the Purchaser or if acceptance is not necessary, at the date of effective delivery to the Purchaser. In the case of acceptance with reservations, the time period of the warranty shall commence at the date the reserves are withdrawn.

Under the warranty, and in the absence of express waiver by the Purchaser, the Supplier is obliged to effect at its own costs (handling, transport, moving) and within the shortest feasible time (or in any case by the date specified by the Purchaser) all replacement, repair, correction, modification, update and adjustment necessary, staff, travelling and accommodation expenses as other costs necessary to the attainment or the maintenance of the specifications, performance and results specified in the order, and to replace or repair free of charge the materials, devices and parts constituting a defect so as to render them unsuitable for use, or of a nature to compromise the quote or the duration of their use. 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 identical parts or elements on other equipment subject to the order, even if these have not produced any incident.

## **ARTICLE 11 LIABILITY - INSURANCE**

### **11.1 SUPPLIER'S LIABILITY**

The Supplier shall be liable for and shall indemnify 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 goods arising out of, or in connection with the order.

### **11.2 CIVIL NUCLEAR LIABILITY**

When the Purchaser is acting as an operator of a nuclear installation, the Purchaser is liable for all nuclear damage to persons or property caused by a nuclear incident which arising out of Purchaser's installation as specified in Articles L. 597-1 and seq. of the French Environment Code or any other subsequent amending clauses, enacting in French law 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 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

### **11.3 INSURANCE**

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

Prior to the order, and thereafter each year, the Supplier shall produce the civil liability insurance certificates, issued by its insurance company, not more than six (6) months old..

## **ARTICLE 12 INTUITU PERSONAE - SUBCONTRACTING**

### **12.1 TRANSFER - ASSIGNMENT**

Subject to early termination, and without affecting any other right or remedy available to the Purchaser, the Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate or deal in any other manner with its capacity as a Party or any of its rights and obligations under the order (or part thereof), including (but not limited to) transfer in the context of merger, demerger or assignment of assets, without the prior written consent 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. In the event the above written consent of the Purchaser is given, such assignment shall only take effect after the signing of an amendment to the order, and provided that the Supplier remains personally liable for the full performance of the order until the effective assignment date.

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.

### **12.2 SUBCONTRACTING**

The Supplier shall not be entitled to subcontract all of its contractual obligations.

However, the Supplier may subcontract, and its subcontractor may subcontract as well, a portion of the Services provided that (i) the Supplier has first obtained from the Purchaser prior written consent for it to subcontract and (ii) that the person of the



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subcontractor and its payment terms have been approved by the Purchaser in accordance with the Law No. 75-1334 dated December 31, 1975 relating to subcontracting process. When subcontracting is approved by the Purchaser, the Supplier remains fully responsible and liable for the performance of the order.

## ARTICLE 13 CONFIDENTIALITY

Except with the prior written consent of the Disclosing Party, any document, data, information disclosed, directly or indirectly, before, on or after the placing date of an order, whatsoever its object (technical, scientific, industrial, financial, commercial, legal, etc), its nature (know-how, methods, process, etc), its form (written, printed, IT, electronic, etc) or its means of transmission (orally, written, electronic, visual, etc), and especially those related to either Party, its subsidiaries, their technology and their activity, as well as any document forming part of the order or those handed over to this end, any amendment thereto and those explicitly submitted by the Disclosing Party with restricted disclosure ("Confidential Information"), shall not, at any time during the order, be, either in full or in part, disclosed, communicated, reproduced, scanned, digitised, stored, archived, saved, exploited, used, adapted, modified, transferred or kept by the other Party. Their use by the other Party shall be strictly limited to the requirements of the performance of the order. The Receiving Party undertakes to return and/or destroy, at its own expense, and to certify in writing having returned and/or destroyed all Confidential Information.

The obligations provided for in this Article shall survive the expiry or termination of the order, irrespective of the cause, as long as the relevant Confidential Information has not become public, particularly due to any default, tort, negligence of the Receiving Party or of a third party recipient of the Confidential Information and/or due to a breach of the Receiving Party's obligations.

## ARTICLE 14 INTELLECTUAL PROPERTY

### 14.1 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.

#### 14.1.1 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 14.1.3, 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 14.1.2, 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 14.1.3.

#### 14.1.2 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.

#### 14.1.3 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 14.2), 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 14.2. 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, and in particular to entities ("Entities"), meaning any current or future French company in which the Purchaser holds or will hold, directly or indirectly, a stake conferring control in accordance with Articles L.233-1 to L.233-5-1 of the French Commercial Code.

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.

### 14.2 RESULTS

For the purpose of this Article 14, "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.

#### 14.2.1 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.

#### 14.2.2 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

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be its property according to Article 14.2.1 "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 14.3) 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.

## **14.2.3 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 date 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.

## **14.3 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 14.2.1 and 14.2.2.

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 to 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 14.1.3.

## **ARTICLE 15 PERSONAL DATA PROTECTION**

### **15.1 PROCESSING OF DATA BY THE PURCHASER AS DATA CONTROLLER**

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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.

## 15.2 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 16 EXPORT CONTROL

### 16.1 PRINCIPLE

#### 16.1.1 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.

#### 16.1.2 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.

#### 16.1.3 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.

#### 16.1.4 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



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Purchaser will consider the technical documentation as not subject to export control restrictions.

## **16.1.5 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.

## **16.1.6 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 16.2.3, the Party discovering non-compliance with applicable export control law and regulations reserves the right to suspend its obligations under the present contract.

## **16.2 WARRANTIES AND REPRESENTATIONS**

### **16.2.1 CLASSIFICATION OF THE PRODUCTS**

For the purpose of compliance with Article 16.1.3, 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.

### **16.2.2 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.

### **16.2.3 RIGHT OF TERMINATION OR RESCISSION**

In the event that the Supplier does not act in accordance with Articles 16.1.2, 16.1.3, 16.1.4, 16.1.5, 16.1.6 or 16.2.1, 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 20.2.

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 16.1.1 and 16.2.2, 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 16.1.3, the Purchaser shall be entitled to rescind the order at the Supplier's fault without prejudice to any damages.

## **ARTICLE 17 INTERNATIONAL SANCTIONS**

### **17.1 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 Zaporizhzhia.

- 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:

- o United Nations Security Council Consolidated List;
- o European Union Consolidated List of Persons, Groups and Entities subject to EU financial sanctions;
- o France, General Directorate of the Treasury, National Register of Persons and Entities subject to freezing measures;
- o As well as the following sanctions lists, where they are applicable to the order:
- o United States of America, OFAC Specially Designated National (SDN) List, Foreign Sanctions Evaders List, Sectoral Sanctions Identification List, non-SDN Menu Based Sanctions List;
- o United Kingdom His Majesty's Treasury Consolidated List of Financial Sanctions;
- o 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.

## **17.2 WARRANTIES AND DECLARATIONS**

### **17.2.1 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.

### **17.2.2 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.

### **17.2.3 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.

### **17.2.4 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

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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).

## **17.2.5 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 17.3, the Party discovering non-compliance with the laws and regulations applicable to the Sanctions Regimes reserves the right to suspend its obligations under this contract.

## **17.3 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 20.2.

## **ARTICLE 18 FORCE MAJEURE**

The Party relying on a force majeure event shall without delay notify the other Party of such event, by any means available, and confirmed it by registered letter with acknowledgment of receipt giving full particulars of the force majeure event, its nature, duration and foreseeable consequences on the performance of the order. The obligations of the Party temporarily prevented by a force majeure occurrence are suspended for the duration of the force majeure and shall resume upon the end of the force majeure. However, the Parties shall continue to perform the obligations not affected by the force majeure event. Should the performance of the order be suspended due to a force majeure event for more than sixty (60) consecutive days, either Party may notify the other by registered letter with acknowledgment of receipt of the immediate termination of all or part of the order, without any damages being due to either Party.

## **ARTICLE 19 SUSPENSION OF THE ORDER**

The Purchaser may in the absence of administrative approval, or at its own convenience, decide to suspend performance of all or part of the order by written notification. The Purchaser shall not be liable to bear any responsibility, or to reimburse any costs or additional expenditures related to such suspension. If this suspension lasts for more than six (6) months, the Parties will meet to find a solution or 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 20 TERMINATION**

### **20.1 TERMINATION FOR CONVENIENCE**

The Purchaser may, at any time, terminate the order either wholly or partially, at its own discretion and without formality, irrespective of any breach by the Supplier of its obligations. The termination shall be notified by registered letter with acknowledgement of receipt. This notification shall specify the effective date of the termination.

The Supplier may be entitled, upon supporting documents, to the payment of a compensation corresponding to the direct and certain damage and loss suffered by the Supplier provided that it shall not exceed four percent (4%) of the total amount (excluding tax) of the non-executed part of the order. The Supplier's compensation request shall no longer be admissible upon the effective termination date.

### **20.2 TERMINATION FOR CAUSE**

Without any need of judicial decision and without prejudice to the penalties and damages available to the Purchaser, the Purchaser may in its own discretion 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 21 REGULATION - CUSTOMS AUTHORIZATION**

Pursuant to 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.

### **21.1 FOR THE PURCHASE OF MATERIALS, EQUIPMENT, HARDWARE, TRANSPORT CROSSING A BORDER OUTSIDE THE EUROPEAN UNION:**

The Supplier must evidence its AEO certification or any other equivalent status, and, specify its authorization number; and on the invoice mention its customs designation and the origin of the materials, equipment and hardware delivered.

Should the Supplier not be AEO certified, or not 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 at its own discretion to terminate the order forthwith for the Supplier's fault, after a ten (10) days written notice left without effect as provided in article 20.2.

### **21.2 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.

Nevertheless, 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.

## **ARTICLE 22 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



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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.

## ARTICLE 23 ETHICS AND COMPLIANCE

### 23.1 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 SGTCP 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.

Failure to comply with the provisions of the Orano's Code of Ethics and Business Conduct may result in the termination of the order.

### 23.2 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.

### 23.3 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 7.2 "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.

### 23.4 ORANO WHISTLEBLOWING PORTAL

As part of its ethical commitment, Orano has implemented a system for collecting and handling ethical reports (<https://oranoethic.signalement.net>).

## ARTICLE 24 CARBON BORDER ADJUSTMENT MECHANISM

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;

## ARTICLE 25 GOVERNING LAW - SETTLEMENT OF DISPUTES

### 25.1 GOVERNING LAW

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

### 25.2 DISPUTES RESOLUTION

#### 25.2.1 NEGOTIATION

In the event of any dispute or claim arising out of or relating to any provision of the order, including its validity, interpretation and/or performance, the Parties shall attempt to settle such dispute 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.

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**25.2.2 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.

**25.2.3 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 in connection with the order.

However, 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 26 SURVIVAL OF CLAUSES**

Claims, Liability, Warranties, Confidentiality, Intellectual Property, Applicable Law, Settlement of Disputes herein shall survive termination or expiration of the order for any reason whatsoever.

**ARTICLE 27 MISCELLANEOUS**

Any provision declared null and void under any applicable law or as a result of a court decision shall be inapplicable and replaced by a legal provision having a similar economic effect without affecting the validity of the other provisions.

The fact that the Purchaser does not require the strict application of any clause of these CGASs shall not, under any circumstances, be considered as a waiver nor shall it prevent or restrict the Purchaser the further application of that clause.