



BOSTIK General Terms and Conditions of Purchase

CHAPTER 1 – ARTICLES COMMON TO ALL AGREEMENTS.....	2
Article 1 – DEFINITIONS	2
Article 2 – PURCHASE ORDER’S ACCEPTANCE, FORMAT AND EXECUTION	4
Article 3 – GOODS/WORKS AND SERVICES	4
Article 4 – PRICING – INVOICING AND PAYMENT TERMS.....	5
Article 5 – LEGAL WORKING	5
Article 6 – COMPLIANCE WITH EXECUTION OR DELIVERY DEADLINES	5
Article 7 – LIABILITY.....	6
Article 8 – FORCE MAJEURE	6
Article 9 – INSURANCE	7
Article 10 – ASSIGNMENT – CHANGE OF CONTROL	7
Article 11 – INTELLECTUAL PROPERTY – INFRINGEMENT.....	8
Article 12 – QUALITY	8
Article 13 – CONFIDENTIALITY.....	9
Article 14 – ETHICS AND COMPLIANCE	9
Article 15 – PERSONAL DATA	10
Article 16 – CYBERSECURITY.....	11
Article 17 – CSR PERFORMANCE	11
Article 18 – ENERGY PERFORMANCE	12
Article 19 – TERMINATION	12
Article 20 – GOVERNING LAW – JURISDICTION.....	13
Article 21 – MISCELLANEOUS CLAUSES.....	13
 CHAPTER 2 – ARTICLES SPECIFIC TO THE PURCHASE OF GOODS.....	 14
Article 22 – DELIVERY.....	14
Article 23 – ACCEPTANCE OF THE GOODS.....	15
Article 24 – TRANSFER OF RISK AND TITLE	15
Article 25 – WARRANTIES.....	16
Article 26 – HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION REQUIREMENTS	16
 CHAPTER 3 – ARTICLES SPECIFIC TO THE EXECUTION OF WORKS AND SERVICES	 17
Article 27 – PERMITS AND AUTHORIZATIONS	17
Article 28 – PROCEDURES FOR THE PERFORMANCE OF WORKS AND SERVICES.....	17
Article 29 – PERSONNEL	17
Article 30 – WORKING CONDITIONS, OCCUPATIONAL SAFETY AND HEALTH AND ENVIRONMENTAL PROTECTION REQUIREMENTS	18
Article 31 – ACCEPTANCE OF WORKS AND SERVICES.....	18
Article 32 – TRANSFER OF TITLE AND RISK	19
Article 33 – WARRANTIES.....	19
Article 34 – SUBCONTRACTORS.....	20



INTRODUCTION

All the capitalized terms have the meanings assigned to them in this Introduction or in Article 1 – DEFINITIONS below. The purpose of these General Terms and Conditions of Purchase (the “GTC”) is to govern terms and conditions in the context of purchase of goods and/or works and services by companies of BOSTIK.

Accordingly, these GTC are the applicable framework to the Purchase Orders issued by BOSTIK’s companies. These General Terms and Conditions, accepted as is or amended through an amendment concluded by both the Customer and the Supplier, are a binding Contract under the conditions set forth herein.

The GTC are organized into three (3) chapters:

- **Chapter 1** contains the Articles that apply without distinction to Contracts for the purchase of Goods and the performance of Works and Services;
- **Chapter 2** contains the Articles that apply only to Contracts for the supply of Goods (i.e. in addition to the Articles of Chapter 1); and
- **Chapter 3** contains those Articles that apply only to Contracts for Works and/or Services (i.e. in addition to the Articles of Chapter 1).

CHAPTER 1 – ARTICLES COMMON TO ALL AGREEMENTS

Article 1 – DEFINITIONS

BOSTIK LTD: means BOSTIK Limited, a UK company having its registered office at C/O Bostik Ltd, Common Road, Stafford, England, ST16 3EH, UNITED KINGDOM and registered under the number 07609424.

ARKEMA Group: means ARKEMA France and/or all the entities controlled directly or indirectly by ARKEMA France and/or ARKEMA Participations, a French *société anonyme* having its registered office at 420 rue d’Estienne d’Orves, 92700 Colombes, FRANCE, and registered with the Trade and Companies Registry (*Registre du Commerce et des Sociétés*) of Nanterre under the number 418 681 029.

Authorized Economic Operator (AEO): means a party involved in the international movement of goods in whatever function that has been approved by or on behalf of a national customs administration as complying with WCO or equivalent supply chain security standards.

Acceptance: means the acceptance by the Customer of the Works and Services as stipulated in the first paragraph of Article 25.

Acknowledgment of Receipt: means that the Supplier must acknowledge receipt of the Purchase Order and send this acknowledgment to the Customer, within seven (7) days after the dispatch of the Purchase Order.

Claim: shall have the meaning assigned to it in Article 7 of these GTC.

Confidential Information: shall have the meaning assigned to it in Article 13 of these GTC.

Contract: means either (a) the Specific Contract, (b) the GTC, (c) the Framework Contract or (d) Framework GTC.

Contractual Documents: means the set of contractual documents that govern the Contract and consist, in decreasing order of priority, of:

- 1) the Purchase Order, completed if appropriate by one or more Work Orders,
- 2) the Specific Contract, Framework Contract or Framework GTC, if any,
- 3) the GTC, accepted as is or amended through an amendment concluded by both the Customer and the Supplier.

CSR: means corporate social responsibility.



Customs Clearance: means the set of formalities related to the imports and exports of goods to/from a particular customs territory. Customs clearance entails the submission of information and supporting documents in relation with the goods and transaction subject to the customs clearance procedure, as well as the payment of duties and taxes.

Customer: means BOSTIK LTD or any other company of BOSTIK LTD cited in the Purchase Order.

Framework Contract: means the written agreement signed by and between the Customer and the Supplier that governs the purchase and delivery of Goods and/or the performance of Works and/or Services on one or several Site and during a specific duration.

Accordingly, the Framework Contract will detail the perimeter relatively to (i) to the Goods / Works and/or Services, (ii) the Sites and (iii) its period of application.

Framework GTC: means the written agreement signed by and between the Parties whereby they agree that the GTC will govern the purchase and delivery of Goods and/or the performance of Works and/or Services on one or several Site and during a specific duration.

Good: means any item, product or item of equipment, including as appropriate the associated documents and ancillary installation services as defined in the Contractual Documents.

GTC: means the present General Terms and Conditions.

Origin of Goods: means country or region where imported products are deemed to have been produced or manufactured in accordance with the applicable rules of origin.

Parties or Party: means the Customer and/or the Supplier.

Purchase Order: means paper or electronic document in which the Customer orders the Goods/Works and Services from the Supplier.

The Purchase Order includes the following information in particular:

- the description (quality and quantity) of the Works and Services and/or the Goods which are the subject of the Agreement,
- the date and place of delivery of the Goods or performance of the Works and/or Services ordered,
- if necessary, identification of the site of execution of the Works and/or Services,
- the Customer's individual identification data,
- the Contract reference, if any.

Service Provider: shall have the meaning assigned to it in the definition of "Supplier" below.

Site: means the Customer's establishment specified for the delivery of the Goods or at which the Works and/or Services will be accepted.

Specific Contract: means a written agreement concluded for a specific purchase and delivery of Good(s) and/or performance of Work(s) and/or Service(s).

Studies: means the study or research to be executed by the Supplier (including as appropriate the associated documents, samples and prototypes), as defined in the Contractual Documents.

Supplier: means the Customer's co-contractor in the context of the Contractual Documents (Supplier is designated as such in Chapter 1 and 2 and as "Service Provider" in Chapter 3).

WCO: means the World Customs Organization.

Work(s) and/or Service(s): means any work and/or service to be executed by the Service Provider and any item (including but not limited to goods, equipment, material and associated documents) to be supplied by the Service Provider as described in the Contractual Documents.

Work Order(s): means the Customer may release one or more Work Orders that contain the operational specifications



necessary for the execution of all or some of said Works and Services in completion of the Purchase Order.

Article 2 – PURCHASE ORDER'S ACCEPTANCE, FORMAT AND EXECUTION

2.1 – Purchase Order and Purchase Order's acceptance

The Supplier acknowledges that:

- a) the volume of Goods and/or Services that the Customer may require the Supplier to provide under Purchase Order's may vary from time to time. Customer does not in any way undertake or represent that the Contract and generates a specified or minimum volume of business or revenue for the Supplier; and
- b) the Supplier has been appointed by the Customer on a non-exclusive basis to provide the Goods or Services or goods or services similar in nature to the Goods or Services, and that Customer may procure (on its behalf or on behalf of any member of the Customer Group) the Goods and/or Services from another person.

The Purchase Order will be deemed to be accepted by the Supplier either by (a) the issuance by the Supplier of an Acknowledgment of Receipt, without written reservations given to the Customer, to the Purchase Order, or (b) the beginning of the performance of the Purchase Order without any written reservations on the Purchase Order made in writing to the Customer.

In the event the Supplier has reservations to the Purchase Order, the Supplier must communicate them in writing to the Customer aiming at concluding an amendment to these GTC or concluding a Specific Contract, a Framework Agreement or a Framework GTC before the execution of the Purchase Order. Generic statements or terms and conditions of the Supplier included in the Acknowledgment of Receipt will not be considered as written reservations to the Purchase Order.

The Purchase Order will be governed by the Contractual Documents.

The Contractual Documents represent all of the agreements entered into between the Parties relative to the performance of a Purchase Order.

2.2 – Purchase Order's Electronic Format

The Purchase Order can be issued in electronic form provided that the Parties have previously:

- Guaranteed the identification, the integrity and in general the security of any exchange, the electronic Purchase Order and the electronic Acknowledgement of Receipt and, as such, the electronic Purchase Order and the electronic Acknowledgement of Receipt constitutes proof of the Purchase Order and its acceptance by the Supplier;
- Acknowledged that the electronic logs preserved in the Customer's computer systems under reasonable security conditions shall be considered evidence of any all of the electronic messages exchanged between the Parties and therefore have explicitly waived any right to question the appropriateness of these choices or on this basis to challenge an obligation contracted on the basis of an exchange of electronic messages retained under the conditions defined above.

Article 3 – GOODS/WORKS AND SERVICES

The Supplier must perform the Purchase Order in accordance with the Contractual Documents, all laws, regulations and standards in force and applicable to the Goods/Works and Services and the Site, and state of the art practices. The Supplier has an obligation of results with regards to the compliance with those aforementioned commitments.

The Supplier shall verify that he has all the necessary information required to perform the Purchase Order before starting its performance thereof. In case of imprecision or missing information, the Supplier shall request them in writing to the Customer before starting the performance of the Purchase Order.

The Customer may request the Supplier in writing to make modifications to the Goods/Works and Services initially defined in the Contractual Documents. In case of material modifications, the Supplier may refuse in writing to perform the Goods/Works and Services as modified within seven (7) days from the Customer's request. In that case, the Customer may decide to



terminate without any indemnity the initial Purchase Order except for the Goods/Works/services already delivered by the Supplier which will be paid according to the conditions of the initial Purchase Order.

The Supplier must notify the Customer as quickly as possible, and not later than seven (7) days counting from the Customer's request, of any new deadlines for the performance of the Contract and in general of any other direct effect of these modifications.

The Supplier may implement the corresponding modifications only after it has received prior written consent from the Customer concerning the modifications of the terms of performance of said Contract.

Article 4 – PRICING – INVOICING AND PAYMENT TERMS

The prices indicated in the Purchase Order are stated exclusive of any applicable VAT, which shall be paid by the Customer to the Supplier at the rate and in the manner prescribed by Law from time to time subject to prior delivery by Supplier to Customer of a valid VAT invoice in respect thereof.

The prices are lump-sum, fixed and not subject to revision.

The lump-sum prices include all the costs and expenses necessary for the realization of the Purchase Order. The Supplier must bear all costs relative to duties, taxes, royalties and deductions it is required to pay.

The invoices prepared by the Supplier must be made out to the name of the Customer and transmitted to the address indicated in the Purchase Order, with an indication of the Purchase Order number and references. The invoices must be denominated in the currency stipulated in the Purchase Order, and, unless otherwise agreed in the Contractual Documents, in no case they shall be issued before the delivery of the Goods/performance of the Works and Services.

Invoices shall be paid provided that the Goods/Works and Services have been delivered and acknowledged by the Customer to be in conformance with the specifications. If so, invoices shall be paid, unless stipulated otherwise in the Contractual Documents, not later than sixty (60) days after the date of the invoice.

Payment shall be made by bank transfer to a specified bank account.

Each Party shall be entitled to receive interest on any payment not made when properly due pursuant to the terms of the GTC, calculated from day to day at a rate per annum equal to 2% above the Base Lending Rate of the Bank of England, and payable from the day after the date on which the payment was due up to and including the date of the payment. The Parties agree that the right to claim interest under this Article 4 is a substantial remedy for late payment and is in substitution for any statutory or other right to claim interest and/or remedy for late payment under the Late Payment of Commercial Debts (Interest) Act 1998.

If the Customer disputes one or more items in the invoice, the obligation to pay the amount in dispute is suspended and no sums payable in the event of late delivery may be applied. The Customer will pay with the deadline the undisputed items. For the disputed items, the Parties will do their best efforts to find an agreement as quickly as possible.

The Customer may set off, deduct or withhold from any liability owed to the Supplier under or in connection with the Contract any liability of Supplier to Customer in connection with the Contract, whether present or future, actual or contingent, liquidated or unliquidated, disputed or undisputed and whether owned jointly or severally or in any other capacity and irrespective of the currency of its denomination (and for this purpose may convert the currency of any liability).

Article 5 – LEGAL WORKING

The Supplier declares that it operates and employs staff employed under conditions complying with the applicable labour and social security legislation and regulations within the country of location of the Supplier.

The Supplier shall make sure any third party including subcontractors working under its responsibility do conform to these legislation and regulations and will be able to substantiate the same to the Customer.

In case of violation of any of the provisions in this Article, the access or stay of the Supplier and/or any third party (including subcontractors) under its responsibility within the premises or Sites of the Customer may be withheld by the Customer.

Article 6 – COMPLIANCE WITH EXECUTION OR DELIVERY DEADLINES

The Supplier must deliver the Goods by the deadlines set by the Contract.

BOSTIK	
--------	--

Supplier	
----------	--



Compliance with deadlines for delivery, acceptance, execution, repair or replacement of the Goods/Works and Services is an essential condition of the Contract. As such, the Supplier has an obligation of performance with regards to the compliance with the aforementioned commitments.

If the Supplier foresees that it may not be able to meet a deadline stipulated in the Contract, the Supplier must immediately notify the Customer, in writing, indicating the probable length of and reasons for the delay.

Late delivery charges shall accrue for each day of delay from delivery date at the rate of 0,5% per day, but shall not exceed 15% of the price of the relevant Purchase Order. This penalty is without prejudice to the Customer's right to claim damages in addition to it. These liquidated damages shall not affect Customer's right to terminate the Purchase Order under Article 19, or any other rights Customer may have, such as the right to claim damages or claim performance. The parties agree and accept that the liquidated damages set out in this Article 6 are proportionate and reasonable and are a genuine pre-estimate of the loss the Customer would suffer in the event of late delivery.

Accordingly, any delay on the part of the Supplier and/or of any third party for whose actions it is responsible shall without the need for advance notification result in the application of the payment of sums calculated as set out above. However, the Parties may define another penalty scheme if so agreed in the Contract. No sum will be due if the delay is solely due to the acts of the Customer.

If a deadline is missed, the Supplier remains liable in full for delivery of the Goods/Works and Services associated with this deadline and shall not be considered released from its obligation by payment of any sum in the event of late delivery.

The imposition of these funds are without prejudice to the Customer's right to claim all damages due from the Supplier and/or to terminate the Agreement for reasons that are the fault of the Supplier under the conditions stipulated in Article 19.

Article 7 – LIABILITY

The Supplier shall be liable, indemnify and hold harmless the Customer, its parents, subsidiaries, affiliates, successors and assigns, and each of their respective agents, contractors, employees, officers and directors, from and against any and all losses, liabilities, damages, claims, royalties, fines, penalties, costs and expenses (including attorneys' fees) ("**Claims**") notably arising out of or relating to:

- (a) any breach by the Supplier of any covenant, representation or warranty set forth or referenced in the Purchase Order and/or the Contract;
- (b) the shipping or transporting of the Goods purchased hereunder prior to transfer of risks from Supplier to the Customer pursuant to the terms hereof;
- (c) any act or omission of the Supplier, its agents, employees or subcontractors which relates to Supplier's performance of the Purchase Order and/or the Contract, unless resulting solely from the negligence of the Customer;
- (d) any violation or alleged violation by the Supplier of any law or regulation; or
- (e) any environmental or pollution damage arising out of or in connection with Supplier's performance of the Purchase Order and/or the Contract, unless such damage results solely from the negligence of the Customer.

Nothing in the Contract seeks to exclude or limit the liability of either the Supplier or the Customer for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation or any liability which may not otherwise be limited or excluded by law.

The Customer shall not be liable for any special, indirect, incidental, consequential, exemplary or punitive damages. In any event, the Customer shall not be liable for any loss of profits, loss of revenues, loss of business, anticipated savings, additional administrative costs and/or expenses, loss of opportunity or reputational damage (whether such loss or damage is direct or indirect).

Article 8 – FORCE MAJEURE

The Parties may not be held liable for any failure to perform their respective obligations resulting from any event with all of the following characteristics:

- The event is beyond the control of the affected Party;
- It cannot have been reasonably foreseen at the time of the conclusion of the Contract;
- Its effects cannot be avoided by appropriate measures of the affected Party; and



- It prevents the affected Party from performing one or more of its obligations under the Contract.

Force majeure releases the Party that invokes it from its contractual obligations only to the extent and for the length of time it is prevented from performing them. Each Party shall pay all expenses incurred by it that result from the event of force majeure. In no case shall strikes by the employees performing the Purchase Order for the Supplier or strikes by its subcontractors or suppliers involved in the performance of the Purchase Order, if any, release the Supplier from its liability for delay or default. The Party affected by an event of force majeure must immediately advise the other party via email, with confirmation via registered mail with an acknowledgement of receipt and providing all the necessary and appropriate evidence. The other Party reserves the right to verify the reality of the event. The Party that invokes force majeure must do everything in its power to reduce, as far as possible, the damaging effects resulting from this situation.

If the event that gives rise to the defense of force majeure continues for more than two (2) months, the Party against which the defense of force majeure has been raised may terminate the Contract immediately, without indemnity.

The Supplier must reimburse the Customer for any amounts already paid in advance under the Agreement that do not correspond to Goods/Works and Services already delivered or performed at the time the event of force majeure occurred.

Article 9 – INSURANCE

The Supplier must contract at its own expense and keep in force all insurance necessary to comply with all its contractual obligations (including its duty to indemnify the Customer according to the provisions of Article 7) and to cover all risks that are likely to occur during the performance of the Agreement, the fabrication of the equipment or the execution of the Works or Services supplied or performed, including during any potential extension of the Agreement. If the Supplier uses subcontractors, it must satisfy this obligation either by contracting the necessary insurance coverage on behalf of its subcontractors or by ensuring, on its own responsibility, that its subcontractors contract the same insurance coverage.

The Supplier must contract the following types of insurance coverage at its own expense and keep them in force for the performance of the Contract, including any potential extensions thereof:

- Insurance covering its “operations” and “completed operations” and “products” and/or “professional” liability for bodily injury, property and pecuniary damage,
- Insurance covering injuries to its employees if the Supplier is located in a country where there is no legal social insurance system,
- As well as any insurance required by law and the applicable regulations.

Unless higher or lower coverage amounts have been agreed upon between the Parties, the minimum amount of coverage for the “operations” and coverage for “completed operations” and coverage for “products” liability is for each of them ten million Euros (10,000,000 €) per event and per year (all types of damage and injury combined), of which two million five hundred thousand Euros (2,500,000 €) must be for non-consecutive pecuniary damage only.

The minimum amount of coverage for the “professional” liability is ten million Euros (10,000,000 €) per event and per year.

Before performance of the Contract begins, and on the occasion of each renewal of the insurance policies required for the life of the Contract, the Supplier must submit to the Customer one or more insurance certificates issued by its insurer or its broker certifying the existence of the insurance purchased, the amount of coverage, the type of coverage and the term of the policy or policies.

The amounts of the insurance coverage indicated above do not constitute any limitation of Supplier’s liability.

Article 10 – ASSIGNMENT – CHANGE OF CONTROL

The Supplier does not have the right to transfer or assign the Contract and/or any Purchase Order to third parties, in whole or in part, without prior written consent from the Customer. In the event the Customer does provide its approval to the transfer or assignment, the assignee or transferee accepts all of the terms and conditions of the assigned Contract/Purchase Order(s) as they are, without modification, otherwise the transfer or assignment of the Contract and/or the Purchase Order shall be considered null and void.

The Supplier must immediately inform the Customer in the event of merger with another company or in the event of a change of control of the Supplier. For the purposes of this Article, “control” of the Supplier means the direct or indirect power, whether by an agreement with other partners or shareholders or otherwise, to direct or cause the direction of the management and policies of the Supplier, in any event and without limitation of the foregoing, any individual or entity owning



directly or indirectly more than fifty percent (50%) of the voting interest of the Supplier. Within thirty (30) days following the dispatch of this notification, the Customer may terminate the Contract and/or the Purchase Order for any legitimate reason with advance notice of one (1) month and without owing any indemnity.

In all cases of transfer of the benefit of the Contract to third parties, all of the Customer's rights under this Contract, including the right to demand compensation for damage and injury, may be enforced against the third party to which the Contract has been transferred. Unless stipulated otherwise in the Contract, the Supplier remains liable jointly, towards the Customer, for the complete performance of the Contract.

The Customer may transfer all or some of the rights and/or obligations of the Contract to any entity of BOSTIK and/or to any third party that may come to replace it.

Article 11 – INTELLECTUAL PROPERTY – INFRINGEMENT

11.1 - Intellectual property

Without the need for any other information on this subject in the Contractual Documents, the price includes the acquisition of all rights relating to the data, knowledge or deliverables, in particular experience, know-how, method, tool design, process, specific component, plans, studies, software, databases, reports, manuals and documents generated by the Supplier or any subcontractor within the framework of the Contract and developed to be enabled to execute the Contract for the Customer, as well as all intellectual property rights relating thereto (the "Results").

Consequently, the Supplier assigns exclusively and guarantees the assignment by its personnel or its subcontractors, if any, all of the Results to the Customer, who shall be the sole owner and shall have free disposal thereof.

It is specified that for Results that are protected by copyright, this transfer is made as and when they are produced and covers the rights of reproduction, representation, translation, adaptation, sale and marketing in all media and for all types of use, for the life of the intellectual property rights, in all countries and in all languages.

The Supplier must also give the Customer and any entities of BOSTIK a right to use its own knowledge (i.e. knowledge acquired prior to or independently of the performance of the Contract) necessary for the exploitation of the Results, at no additional cost.

11.2 – Warranty and remedy

The Supplier warrants to the Customer that the Goods and the Works and Services, as well as their Results, do not infringe the intellectual property rights of third parties.

The Supplier must indemnify the Customer or hold him harmless against any claim or action brought by third parties during or after the performance of the Contract in this respect. In particular, in the event of litigation, all costs and fees, as well as any compensation and damages to which the Customer may be condemned, shall be borne entirely by the Supplier.

The Supplier must also put an end to any consequences of the alleged infringement, by one of the following means (at the Customer's option):

- either by supplying at its own expense an element equivalent to the allegedly infringing element, within a length of time deemed compatible by the Customer with its activity,
- or by obtaining, at its own expense and for the Customer, a license to continue to use the allegedly infringing element for a length of time deemed compatible by the Customer with its activity,
- or by reimbursing to the Customer all of the sums paid under the Contract.

The above provisions are without prejudice to the Customer's right to claim damages from the Supplier and/or to terminate the Contract under the conditions set forth in Article 19.

Article 12 – QUALITY

12.1 - Inspections and/or quality audit

The Supplier must have and enforce a quality management system. On condition that the Supplier is notified three (3) days in advance, the Customer or its representative has the right to conduct quality audits or inspections on Site in the Supplier's



areas of activity or in its production facilities. The Supplier must give the Customer the assistance necessary for the performance of these quality audits and/or inspections.

12.2 - Tracking

The Supplier must provide the Customer, in response to a written request from the Customer, with all the information enabling it to identify the origin, place and date of fabrication of the Goods or the elements that make up the Goods or the Works and Services, the quality controls performed and all other pertinent information as well as serial numbers or batch numbers, if appropriate.

Article 13 – CONFIDENTIALITY

13.1 The documents, information and data, regardless of their medium, form and nature, exchanged between the Parties or that may come into the Supplier's/Service Provider's possession on the occasion of the Contract, as well as all the elements created by the Supplier in the performance of the Contract (the "**Confidential Information**") must be kept strictly confidential. The receiving Party agrees that in relation to the Confidential Information, it will:

- only disclose Confidential Information to members of their staff required to have access to such Confidential Information in order to supply and/or realize the Goods/Works and Services;
- only disclose Confidential Information to third parties required to have access to such Confidential Information in order to supply and/or realize the Goods/Works and Services, subject to the prior written and express consent of the other Party;
- report the confidential nature of Confidential Information to members of their staff and to third-parties involved in the supply and/or realization of the Goods/Works and Services, prior to any disclosure; and
- ensure prior to any disclosure that members of their staff and third-parties involved in the supply and/or realization of the Goods/Works and Services are bound by confidentiality obligations at least as strict as those arising from the present Article 13.

13.2 The receiving Party guarantees the respect by the members of its staff and the third-parties who will have access to Confidential Information of their confidentiality obligations with respect to Confidential Information.

13.3 The receiving Party may also disclose Confidential Information to such persons as may be required by law, and to the extent permitted by law; in such event, the receiving Party shall notify the disclosing Party of such disclosure as soon as practicable so as to enable the disclosing Party to take steps to prevent or limit such disclosure or the consequences thereof.

13.4 However, neither Party may be held liable for the disclosure of Confidential Information if the information in question is in the public domain or was obtained via other non-fraudulent sources. Likewise, the concepts and know-how acquired by the Supplier in the framework of the performance of the Contract and are not subject to this confidentiality obligation.

13.5 Each Party must respect this confidentiality obligation for the entire period of performance of the Contract and for the five (5) years following its expiry or termination, and impose an identical requirement on its employees.

13.6 The Supplier must guarantee that this obligation is also respected by its subcontractors and their employees. The Supplier must delete or return to the Customer all documents and data, as well as any copies it has made and has or may have retained in the context of the performance of the Contract as soon as the Contract expires, is cancelled or terminated. The Supplier will certify the Customer in writing that all Confidential Information were deleted completely or returned to the Customer.

Article 14 – ETHICS AND COMPLIANCE

14.1 In performing the Contract, the Supplier undertakes to comply and shall cause its co-contractors to comply with (i) the provisions of the *Code of Conduct for Arkema Suppliers* and the *ARKEMA Group Anti-Corruption Policy* (as updated from time to time) which can be found on the website www.arkema.com, and more generally, (ii) any applicable law and regulation relating to the fight against corruption, money laundering and influence peddling.

In this respect, the Supplier, its officers, directors, employees, agents or other representatives acting on its behalf under the Contract shall not:

- offer, promise, authorize or grant any advantage to a person, directly or indirectly, for the purpose of influencing him or her to commit a dishonest, illegal or inappropriate act or to violate his or her obligations (for example, with



- respect to his or her employer) in order to obtain or retain an advantage of any kind or a business; or
- solicit or accept to receive an advantage for having acted or for acting improperly for the purpose of obtaining or retaining an advantage of any kind or a business;

14.2 The Supplier agrees to implement and enforce all necessary and reasonable policies and measures to prevent corruption, influence peddling and money laundering.

14.3 In performing the Contract, the Supplier undertakes to comply and shall cause its co-contractors to comply with any applicable law and regulation relating to:

- trade restrictions. In this respect, the Supplier represents and warrants that (i) it is fully aware of the commercial and financial restrictions imposed on certain countries by the European Union, the United States of America, the United Kingdom and the United Nations notably, and targeting individuals, legal entities or products (“**Trade Restrictions**”) and that (ii) it is not owned and/or controlled, directly or indirectly, by any person subject to restrictions under Trade Restrictions. The Supplier undertakes to comply with all applicable Trade Restrictions at all time;
- Human rights;
- the fight against conflict minerals trafficking;
- the fight against forced labor; and
- the protection of the environment.

14.4 The Supplier undertakes to notify the Customer within a reasonable time of any breach of any of the provisions of this Article 14.

14.5 If the Customer informs the Supplier that it has reasonable grounds to believe that the Supplier has breached any of the provisions of this clause, the Customer shall be entitled to suspend performance of the Contract and/or any Purchase Order without notice and for so long as the Customer deems necessary to investigate the Supplier’s conduct, without incurring any liability or obligation to the Supplier for such suspension. The Supplier shall take all reasonable steps to prevent the loss or destruction of any supporting documentation relating to such conduct.

14.6 Should the Supplier fail to comply with the provisions of this Article 14, the Customer may, without prejudice to any other rights or remedies the Customer may have under the Contract or at law, terminate the Contract and/or any Purchase Order with immediate effect. The Supplier shall defend, indemnify and hold the Customer harmless from and against any claims, damages, losses, penalties, costs and expenses of any kind arising out or in connection with a breach of the provisions of this Article 14 by the Supplier and/or its co-contractors.

Article 15 – PERSONAL DATA

15.1 If, during the performance of the Contract, a Party has access and/or processes another Party’s employees’ personal data, such Party undertakes to comply with all applicable laws and regulations with regards to the processing of personal data, and in particular the General Data Protection Regulation (EU) No. 2016/679 of 27th April 2016.

15.2 The personal data of the Customer’s employees shall be processed only for the performance of the Contract and only for the purposes set forth in the Contract. The data concerned include the surname, first name, position and contact details of the Customer’s employees.

15.3 Access to the personal data of the Customer’s employees shall be limited to duly authorized employees within the Supplier’s organization, who shall undertake to respect the confidentiality of such data and shall have received the necessary training in personal data protection. The Supplier shall refrain from exploiting, disseminating or disclosing any personal data that it may have knowledge of, except with the prior authorization of the Customer. These personal data will be kept by the Supplier only for the duration of the Contract and will then be archived in accordance with the regulations in force.



15.4 In accordance with the applicable legislation, the Customer's employees have the right to access their personal data, to have them corrected, to request their deletion and to object to their processing for reasons related to their personal situation, or to request the restriction of such processing. Where applicable, the Customer's employees also have the right to lodge a complaint in relation to the use of their personal data by contacting the competent data protection authority.

Article 16 – CYBERSECURITY

The Supplier agrees to implement and maintain appropriate administrative, physical and technical safeguards to ensure the security, confidentiality and integrity of Customer's data and of the data relating to the performance of the Contract. These safeguards include, but are not limited to, appropriate measures to prevent access, use, modification, disclosure, destruction, loss or corruption of the data.

If requested by the Customer, the Supplier shall provide the Customer, at its own expense and as soon as possible, with a thorough computer security audit report, established by an independent, specialized and recognized company previously validated by the Customer.

The Supplier guarantees the accuracy of the answers provided to establish the security audit report. In the event of a change that could affect the answers in a way that is detrimental to the security, confidentiality and integrity of the data, the Supplier shall immediately inform the Customer in writing.

The Supplier has the Customer's general authorization for the engagement of sub-processors from an agreed list. The Supplier shall specifically inform in writing the Customer of any intended changes of that list through the addition or replacement of sub-processors at least 30 (thirty) days in advance, thereby giving the Customer sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The Supplier shall provide the Customer with the information necessary to enable the Customer to exercise the right to object.

In the event of an incident or thereof security breach, the Supplier would have the same manner of responsibility to the Customer as if it were their own.

In the event of a Cybersecurity Incident related to data belonging to the Customer, the Supplier shall formally inform the Customer within 48 hours of becoming aware of such incident and cooperate to contain and remediate the adverse effects of the incident. The Supplier's remediation efforts shall include, without limitation and at the Supplier's expense, notifying and providing data / identity theft protection to affected individuals in a manner consistent with industry standards and applicable law. An event of force majeure shall not limit the Supplier's obligations under this clause.

The Supplier's remediation efforts shall include, without limitation and at the Supplier's expense, notification, and provision of data / identity theft protection to affected individuals on terms consistent with Applicable Law.

In the event of unauthorized data access, use, modification, disclosure, destruction, loss or alteration of data, or other data security incident, the Supplier shall immediately notify the Customer and cooperate to limit and remediate the adverse effects of the incident. Supplier's remediation efforts shall include, without limitation and at Supplier's expense, notifying and providing identity theft protection to affected individuals in a manner consistent with industry standards and applicable law. An event of force majeure shall not limit Supplier's obligations under this Article 16.

Article 17 – CSR PERFORMANCE

By joining Together for Sustainability (“**TfS**”), an initiative driven by several chemical manufacturers, the ARKEMA Group intends to promote a responsible behavior from its suppliers. In this context, the Customer has strengthened its qualification processes by integrating CSR assessments and audits in its selection criteria, as such :

- **CSR Assessment.** The Supplier agrees, upon entering into the Contract or upon request of the Customer, to provide to the Customer an audit report assessing the Supplier's CSR performance established by an independent,



specialized and recognized company previously validated by the Customer. The Supplier undertakes to achieve and to maintain throughout the Contract performance a minimum score established or requested by the Customer. The assessment shall be renewed by the Supplier every three (3) years, or at any time promptly upon request of the Customer, and the audit report resulting from such assessment shall be provided to the Customer. Furthermore, in case of score inferior to the minimum score required by the Customer, the Customer can request the Supplier to establish an action plan in order to remediate without undue delay to the situation and, following the completion of this action plan, to complete a new assessment within twelve (12) months and to provide the results to the Customer. All costs linked with the compliance of the obligations detailed in this clause will be borne by the Supplier.

- **Site audit.** The Customer can request an audit of Supplier's site to evaluate Supplier's CSR performance. The audit will be performed in accordance with the TfS rules. All costs linked with the performance detailed in this clause will be borne by the Supplier.

Article 18 – ENERGY PERFORMANCE

ARKEMA Group is committed to improve its energy performance through an ISO 50001 certification process. To achieve this, Supplier's offers for equipment and products as well as energy services will be driven by energy performance.

In particular, bids to the Customer will highlight:

- Energy performance for new equipment,
- Information relating to energy consumption and efficiency on the actual lifetime or expected lifetime of equipment and products at the time of purchase, and
- Information relating to people skills in energy services.

The Supplier shall be source of proposals in research techniques, alternative means and services to improve energy performance. Supplier's approval process by the Customer will take into account the periodic evaluation of the effects of such proposals on the energy performance of the Customer.

Article 19 – TERMINATION

19.1 Each Party may terminate a Contract and/or a Purchase Order in the event of a material breach of the other Party, immediately if the breach is irremediable or if capable of remedy, if notice is sent via registered mail and the breach has not been remedied within a period of fifteen (15) days.

19.2 Each Party has the right to terminate a Contract and/or a Purchase Order *ipso jure* without prior notice (i) in the event of repeated defaults or violations on the part of the other Party as stipulated in Article 19.1.

19.3 The Customer has the right to terminate a Contract (i) on the grounds of violation(s) by the Supplier of one or more of regulations governing occupational safety and health or the protection of the environment, fight against undeclared work or (ii) in any other case of termination stipulated in the Contractual Documents. This termination becomes effective upon receipt by the Supplier of the notification of termination.

19.4 In addition, the Customer has the right to terminate the Contract immediately in the event of a change of control of the Supplier as stipulated in Article 10 above.

19.5 In the event of the termination of any of the Contractual Documents for default on the part of the Supplier, the latter must immediately reimburse the Customer for all sums paid to the extent that they exceed the value of the Goods/Works and Services already received and declared in conformance by the Customer as of the date of termination. The Supplier may also be required by the Customer to bear all potential increased costs required for the completion of the Goods/Works and Services by the Customer itself or by a third party.

19.6 To the extent legally possible in the country where the Supplier is located, either Party may terminate a Contract in the event of (a) the filing by a Party of a petition in bankruptcy or for liquidation or dissolution, (b) an order is made or a



resolution passed for the Supplier's winding up, (c) a receiver or administrator appointed for the whole or any part of its assets or undertaking, or circumstances arise which entitle the courts or a creditor to appoint a receiver or a manager or make a winding up or administration or (d) any other action or event similar in effect and consequences to the actions and events described in (a), (b), (c) or (d) herein.

19.7 Termination of a Contract or a Purchase Order by one Party in application of this clause is without prejudice to its right to claim damages as well as the reimbursement of all sums paid in advance.

19.8 The Customer shall have the option at its sole discretion to terminate at any time all or part of a Contract and/a Purchase Order on the provision of not less than ninety (90) days' written notice to the Supplier.

Article 20 – GOVERNING LAW – JURISDICTION

The Contract and any Purchase Order and any non-contractual disputes or claims arising out of or in connection with it is governed by and shall be interpreted in accordance with English law. Any dispute relating to the Contract and any Purchase Order will first be subject to an attempted amicable settlement between the Parties. In the event of a failure to promptly reach an amicable settlement, each Party shall be free to bring a claim in respect of the dispute to the courts and each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in relation to all matters (whether contractual or non-contractual) arising out of or in connection with the Contract and any Purchase Order.

Article 21 – MISCELLANEOUS CLAUSES

21.1 - Independence of the Parties

The Contract is entered into by independent parties. None of its clauses may be interpreted as giving either of the Parties authority or power of attorney to act in the name of the other Party or as creating any association or company between the Parties or establishing solidarity between them.

21.2 - Severability / Partial Invalidity

If any provision of the Contract is or becomes illegal or unenforceable under any rule of law or court decision, the provision in question shall be considered null and void without thereby resulting in the nullification of the remainder of the Contract. If the provision in question is an essential provision of the Contract, the Parties shall negotiate a supplemental agreement in good faith.

21.3 - Non-waiver

Any default by one of the Parties of any of its obligations resulting from the Contract that is not noted by the other Party, regardless of its scope or duration, may not be considered a waiver by the other Party of its rights or as excusing the defaulting Party from retroactively remedying its default and in the future performing the obligation or obligations in question subject to the terms and conditions of the Contract.

21.4 - Reference to the Customer's trademarks and names

The Supplier does not have the right to use or refer to the trade names and trademarks of the Customer's group for any purpose whatever without prior written and explicit permission from the Customer.

21.5 - Prior warning

The Supplier must notify the Customer in writing of any situation in which it is involved that may threaten the proper performance of the Contract, including but not limited to insolvency or bankruptcy procedures or any other equivalent situation such as the dissolution or sale or part or all of its business.

21.6 - Counterpart and Electronic Signature

The Contract may be signed in any number of counterparts, each of which shall be deemed an original and all of which constitute a single instrument.

BOSTIK	
--------	--

Supplier	
----------	--



The Parties agree that each of them may sign the Contract by affixing an electronic signature on BOSTIK's DocuSign platform and recognizes that this electronic signature will have the same legal value as a handwritten signature.

The Parties expressly agree that the electronically signed Contract constitutes the original of the document, that it is drawn up and will be kept under conditions such as to guarantee its integrity and that it is perfectly valid between them.

Consequently, the Contract signed electronically constitutes proof of the content of the Contract signed electronically, of the identity of the signatory and of the consent to the obligations and consequences resulting from the Contract.

The Parties agree that the electronic transmission by BOSTIK's DocuSign platform of the electronically signed Contract constitutes proof between the Parties of the existence, content, sending, integrity, time-stamping and receipt of the electronically signed Contract between the Parties.

The Parties undertake not to contest the admissibility, opposability or the probative force of the Contract or its content on the basis of its signature by electronic means.

The Parties irrevocably waive all remedies, actions, requests under the electronic signature of the Contract and its consequences.

CHAPTER 2 – ARTICLES SPECIFIC TO THE PURCHASE OF GOODS

Article 22 – DELIVERY

22.1 - Delivery conditions

All deliveries must be made in compliance with and in reference to the current Incoterms® rules published by the International Chamber of Commerce.

Unless indicated otherwise in the Purchase Order, all deliveries must be "Delivered At Place" (DAP) in accordance with the current Incoterms® rules published by the International Chamber of Commerce, at the agreed delivery location ("named place"), on normal working days and during normal working hours.

The delivery destination is the location that appears in the Purchase Order. The Customer may change the delivery destination by sending simple written notification to the Supplier before the date stipulated for the shipment of the Goods. Any partial delivery must be the subject to prior written approval from the Customer.

If the Supplier fails to deliver any Goods by the agreed delivery date, then, without limited any other rights or remedy the Customer may have, the Customer may:

- a) Refuse to accept any subsequent attempted delivery of the Goods; or
- b) Obtain substitute Goods from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Customer in obtain such substitute Goods.

22.2 - Customs Clearance

Import clearance formalities in the destination country are performed by the customs broker selected by the Customer. The Supplier must arrange transportation and notify the selected customs broker accordingly so as to avoid coordination issues between carriers or freight forwarders and the selected customs broker.

The Supplier must provide all the information and documents that are necessary for import customs clearance in a timely manner, so that no delivery delays may result.

BOSTIK	
--------	--

Supplier	
----------	--



The Supplier undertakes to comply with the applicable regulations regarding customs and export control in the country of departure of the Goods and to obtain the necessary export licenses.

The Supplier shall notify the Customer in detail and in writing about any possible obligation to obtain a permit for (re)exports according to the national export and customs regulations in force in the country from which Goods are exported.

22.3 - Origin of Goods

With respect to any Goods which are eligible for duty free or reduced duty in the destination country under a free trade agreement or regional trade agreement or other preferential agreement, the Supplier shall provide the Customer with the required proofs of origin (such as supplier's declarations, certificates of origin or invoice statements).

In case of changes to the origin of the Goods and/or the regulations referred to in the previous paragraph, the Supplier shall inform the Customer immediately and, when applicable, provide the updated documentation without any delay.

The Supplier shall agree and cooperate with any verification audit or inspection by Customs authorities on the Goods to ensure compliance with the rules of origin requirements.

The Supplier will be responsible for any expense and/or damage suffered by the Customer as a result of a false or inaccurate indication of the origin of the Goods.

22.4 - Packing – Labelling – Marking

The Supplier is responsible for the packing, which must be appropriate to the means of transport used and to the Goods transported, in compliance with applicable law and regulations as well as the standards in force and the rules of the art. In all cases, the packing must prevent all damage likely to affect the Goods until they are delivered. The Parties may agree to additional packing, labelling or marking conditions in the Contract.

22.5 – Security and Safety

The Supplier agrees that it either is a participating member of the AEO program (in which case it shall certify in writing such status to the Customer) or, if the Supplier is not AEO certified, the Supplier agrees to take all commercially reasonable measures to ensure the physical integrity and security of all shipments to the Customer. Without limiting the generality of the foregoing, the Supplier shall take an active role in securing its cargo by ensuring that the goods and containers have not been compromised or tampered with from the initial point of origin to their final destination. This may include physical security, access control, procedural security, personnel security, education and training awareness in furtherance of such objective.

Article 23 – ACCEPTANCE OF THE GOODS

The Goods shall be accepted by the Customer after verification of conformance of the Goods with the specifications and, if necessary, after formal acceptance by the Customer or its representative of the sales documents, including but not limited to the material certificates, drawings and information relative to the safety and use of the Goods as well as all the documents listed in the Contractual Documents. The Contractual Documents may provide for a specific acceptance process of the Goods.

The issuance of an acknowledgment of receipt of the Goods on Site shall in no event be interpreted as an acceptance of the Goods or affect the warranty obligations or other commitments of the Supplier under the Contract or the applicable laws or regulations.

The Goods shall not be deemed to have been accepted simply because the Customer has acknowledged its reception on Site. In the event of a rejection, the Goods shall be made available to the Supplier at the delivery destination, at the Supplier's risk and expense. In case of rejection, and unless the Customer specifies otherwise in writing, the Goods must be repaired or replaced by the Supplier, at the Customer's option, not later than within seven (7) days following their rejection by the Customer. In both cases, Customer can claim sums from the Supplier in relation to late delivery as detailed in Article 6.

Article 24 – TRANSFER OF RISK AND TITLE

The risk shall be transferred once the Supplier has fulfilled its delivery obligations (in conformance with the applicable Incoterms®).

BOSTIK	
--------	--

Supplier	
----------	--



The transfer of ownership from Supplier to the Customer takes place as follows:

- **in case of Goods not delivered but all or part of the payment has been made:** as soon as the Goods become identifiable. In that case, the Supplier must identify with the name of the Customer the Goods and the parts/elements thereof that are to be delivered in performance of the Contract as they are fabricated, so that they cannot be confused with its own inventories or other goods that are to be delivered to other customers. The Supplier must also impose these requirements on its own subcontractors; or
- **in case of Goods delivered:** upon delivery at the Customer's Site or at the location specified in the Purchase Order or otherwise agreed in writing between the Parties.

Article 25 – WARRANTIES

25.1 - Subject

The Supplier guarantees the peaceful possession of the Goods. The Supplier must inform, advise and warn the Customer about the nature and composition of the Goods. The Supplier must warn the Customer about all risks related to the Goods, including but not limited to risks to safety and health and all other potential risks.

The Supplier guarantees that it is free to sell the Goods and that they are free of all encumbrances. The Supplier guarantees that the Goods are in conformance with the description, the specification and the samples cited in the Contractual Documents, all laws, regulations and standards in force and applicable on the Goods/Works and Services and the Site, as well as with state of the art practices. The Supplier also guarantees that the Goods are suitable for the purposes indicated by the Customer and may not plead any lack of precision in the Contractual Documents. The Supplier is also bound by all guarantees required by law, including a warranty against hidden defects.

The Supplier must obey all laws, regulations, requirements and rules of the art applicable to the Goods (in particular in the areas of occupational safety and health, environmental protection, workmanship, repair, pricing and delivery) such that the Goods can be legally purchased, sold, transported or exported.

25.2 - Term and scope

The Supplier guarantees that the Goods are free of all defects in materials and workmanship contamination and abnormal wear of any type whatever for a minimum period of twenty-four (24) months from the effective date of delivery, unless a longer period is agreed in the Contract or in the Purchase Order.

If the Goods are found to be defective, the Customer may request the Supplier to repair or replace the Goods at its option. If the Goods are not repaired or replaced within seven (7) days from the Customer's request, the Customer may take the place of the Supplier or engage a third party to make the necessary repairs or replacements. In all cases, the Supplier shall bear all costs of replacement or repair, including but not limited to the costs of travel, return to the factory, parts and labour, without prejudice to the Customer's other rights.

Any replacement or repair of the Goods under warranty shall result in a new warranty for a minimum period of twenty-four (24) months from the effective delivery date of the replaced or repaired Goods.

25.3 - Availability of replacement parts

The Supplier must guarantee fast delivery of all replacement parts necessary for the proper functioning of the Goods for a minimum period of ten (10) years from the date of delivery or a longer period if required by the applicable laws or regulations.

Article 26 – HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION REQUIREMENTS

At the time of delivery of the Goods to the destinations designated by the Customer, the Supplier must comply and ensure compliance on the part of its employees, representatives and any subcontractors with the rules in force on the Site designated by the Customer in the area of safety, health, working conditions and environmental protection as well as all applicable laws and regulations in the area.

In the event of a violation of any of these rules, the Supplier and/or its subcontractors may be denied access to the delivery Site or may be ejected from the Site. All consequences of a violation of these rules, including the refusal of access to or ejection



from the delivery Site shall be borne by the Supplier.

CHAPTER 3 – ARTICLES SPECIFIC TO THE EXECUTION OF WORKS AND SERVICES

Article 27 – PERMITS AND AUTHORIZATIONS

The Service Provider guarantees that it and its potential subcontractors hold all the permits and authorizations required to execute the Works and Services on the Site(s), including but not limited to authorizations, permits or certifications from industry organizations or government authorities. The Supplier must submit all the necessary permits and authorizations to the Customer prior to beginning the execution of the Works and Services.

The Service Provider must notify the Customer as soon as possible in the event of the loss of a permit or authorization by the Service Provider or any of its subcontractors. The Customer may cancel the Contract and/or any Purchase Orders under the conditions stipulated in Article 19 if this permit or authorization constitutes an essential element of the Contract or of said Purchase Orders.

Article 28 – PROCEDURES FOR THE PERFORMANCE OF WORKS AND SERVICES

The Service Provider is bound by an obligation of results with regard to the conformance of Works and Services and compliance with deadlines. The Service Provider must set up the entire internal organization required for this purpose and must implement on its own exclusive responsibility all measures appropriate to the proper execution of the Works and Services.

28.1 - Obligation to obtain information

The Service Provider must fully inform itself of the conventional conditions (including but not limited to the technical conditions) for the execution of the Works and Services and must notify, advise and warn the Customer, including but not limited about the risks related to the Works and Services and their use, in particular with regard to occupational health, safety, security and the environment.

Before executing the Works and Services, the Service Provider must conduct a close examination of the information provided by the Customer for the execution of the Works and Services such as drawings, plans and specifications. The Service Provider must warn the Customer of all anomalies, omissions, contradictions and incompatibilities between the information provided by the Customer and the rules of the art.

28.2 - Equipment and tools

The Service Provider must, at its own expense and risk, keep its equipment and tools in a proper state of maintenance and in compliance with the applicable laws and regulations. It must repair or replace, at its own expense, all equipment and tools provided to it by the Customer that may be damaged by the Service Provider so that all such equipment and tools are returned to the Customer in their original condition.

28.3 - Cleaning and clearance of working areas – Packing

The Service Provider must keep the area in which the Works and Services are executed completely clean. The Service Provider must remove all equipment, scaffolding and temporary structures, debris and other items that belong to it or are in its custody and are no longer necessary for the further execution of the Works and Services in an appropriate manner and without delay as the execution of the Works and Services proceeds.

All waste material generated by the Service Provider on the occasion of the execution of the Works and Services must be removed and eliminated by the Service Provider in strict compliance with the applicable legislation and in compliance with the rules of occupational safety, health and the environment in force on the Site(s).

Article 29 – PERSONNEL

29.1 - Competence, presence and training of the Service Provider's personnel

The Service Provider must assign the execution of the Works and Services to teams (from among its employees or



subcontractors, if any) that have the experience, capabilities and, if necessary, qualifications and certifications necessary for the proper execution of the Works and Services. The Service Provider shall be liable for the management and inspection of the Works and Services executed by its teams, which shall remain under its full hierarchical authority.

Except in urgent cases, the Customer's instructions concerning the execution of the Works and Services may be addressed only to the Service Provider's operational representative(s) on the Site; this situation does not create any hierarchical relationship between the latter and the Customer.

29.2 - Admission to the Site and official language on the Site

If the Works and Services are to be executed in whole or in part on a Site, the Service Provider must ensure compliance by its teams with the Site operating regulations and must ensure that any identification required by the Customer is worn or carried by its teams the entire time they are on the Site. The operational representative(s) in charge of the teams and the Service Provider's safety officer who are present on the Site must be fluent in the official language of the Site where the Works and Services are executed and must be able to convey all the instructions, rules and procedures in force on the Site and ensure that they are followed by the Service Provider's teams.

Article 30 – WORKING CONDITIONS, OCCUPATIONAL SAFETY AND HEALTH AND ENVIRONMENTAL PROTECTION REQUIREMENTS

The Service Provider must, on its own account and on behalf of its subcontractors, if any:

- facilitate the coordination of the execution of the Works and Services with the activities of the Customer and those of third parties who may be present on the Site;
- take adequate measures to protect against the risk of bodily injury and property damage during the execution of the Works and Services;

The Service Provider must obey, and ensure that its own employees and those of its subcontractors, if any, obey the rules in force on the Site in the area of working conditions, occupational safety and health and protection of the environment, as well as the applicable laws and regulations in the matter.

For this purpose, the Service Provider must:

- ensure that its employees or those of its subcontractors, if any, are qualified to use all the equipment and tools necessary for the execution of the Works and Services;
- Immediately cease, at its own expense, any activity that is within its control that is dangerous or harmful to safety, health, security or the environment.

In the event of a violation of one of the above obligations by the Service Provider or one of its subcontractors, the Customer may:

- take or have taken all measures that are deemed appropriate, immediately and without any formalities and at the expense of the Service Provider,
- refuse the Service Provider and/or any of its subcontractors access to the Site or eject them from the Site, and
- Cancel the Contract or the Purchase Order under the conditions stipulated in Article 19.

All consequences of a violation of these obligations, including the application of measures by the Customer, refusal of access to or ejection from the Site, shall be borne exclusively by the Service Provider.

Article 31 – ACCEPTANCE OF WORKS AND SERVICES

The acceptance of Works and Services shall be declared after the Customer or its representative certifies the apparent conformance of the Works and Services and after the deliverables described in the Contractual Documents have been delivered to the Customer. The Acceptance, with or without reservations, or rejection shall be recorded in a written report dated and signed by the Parties. The declaration of Acceptance by the Customer does not exonerate the Service Provider from its responsibility for defects and non-conformances that affect the Works and Services that are not apparent at the time of the Acceptance. The obligations on the Supplier and rights afforded to the Customer in Article 6 naturally apply to the acceptance procedure.

Unless stipulated otherwise, the reservations, delays and rejections that affect the acceptance shall be handled as follows:



31.1 - Acceptance with reservations

If the Customer declares Acceptance with reservation(s), the Service Provider must eliminate the causes within the periods of time specified in the Acceptance report. Otherwise, the Customer is free to either

(i) perform all the operations necessary for the elimination of the reservations itself or have them performed by a third party at the Service Provider's expense and risk five (5) days after formal notice to the Supplier has not produced the desired result, or (ii) not request the Service Provider to eliminate the reservations in exchange for a reduction of the price(s) of the Works and Services.

31.2 - Rejection

The Customer may reject the Works and Services when the defects that afflict them are of a magnitude such that Acceptance cannot be declared (even with reservations).

In that case, the Customer shall be free to either (i) propose a new acceptance date by means of the application of coercive measures, or (ii) perform all the operations necessary for the completion of the Works and Services itself or have them performed by a third party at the Service Provider's expense and risk, (without the need for formal notice), or (iii) cancel the Contract and/or the Purchase Order under the conditions stipulated in Article 19.

Article 32 – TRANSFER OF TITLE AND RISK

For Works and/or Services, the transfer of ownership from the Supplier to the Customer shall take place as follows:

- in case of Works and/or Services subject to acceptance milestones as per the Contractual Documents: each portion thereof the Works and/or Services upon the associated acceptance milestones of the Works and/or Services or, if not stated in the Contractual Documents, the date of receipt of the Works and/or Services by the Customer; or
- in case of Studies: when they are finalized or communicated to Customer.

The transfer of risk relative to Works and Services as well as to any element as cited above occurs in all cases on the date of acceptance.

Article 33 – WARRANTIES

33.1 - Scope and term

The Service Provider guarantees the Works and Services after Acceptance, and in particular, that they are free of defects of all types whatever.

Consequently, the Service Provider must remedy, for a period of twelve (12) months from the Acceptance date, at its own expense and risk, as soon as possible and not later than by the deadline set, any non-conformance or any defect that affects the Works and Services after Acceptance. These costs include but are not limited to the costs of travel, transport, replacement parts and labor.

Seven (7) days after formal notice from the Customer to cure the defect has not produced the desired result, the Customer may itself execute all the works and services necessary to remedy the Service Provider's default or have such works and services executed by a third party at the Service Provider's expense and risk, (without the need for formal notice).

Any repair of all or some of the Works and Services in the context of the initial warranty shall result in a new warranty of a minimum term of twelve (12) months from the Acceptance date of this repair.

The Service Provider is also bound by all of the applicable legal warranties and the warranty for concealed defects under the terms required by law.

33.2 - Replacement parts and information systems

The Service Provider guarantees the fast delivery of all replacement parts required for the Works and Services and/or for the proper operation of the elements delivered during a minimum period of ten (10) years from the date of Acceptance. The Service Provider also guarantees, for the same length of time, that it will maintain maintenance capabilities relative to the processors, operating systems and software delivered with all any item of equipment, system or component that is part of



the Works and Services.

Article 34 – SUBCONTRACTORS

The Supplier may not in any event subcontract all of the Works and Services. If the Service Provider intends to assign some of the Works and Services to a subcontractor, it must:

- for each of its suppliers, notify the Customer in advance and in writing, specifying the type and origin of the goods to be supplied and their compliance with the applicable laws and regulations;
- for each of its subcontractors, receive prior written consent from the Customer and warrant that the subcontractor is in compliance with all applicable laws and regulations. Any request for agreement shall specify, in particular, the nature and scale of the Works and Services that it plans to subcontract, the qualification of the subcontractor presented and the commitments made with respect to the fight against undeclared work in accordance with Article 5 of this Contract, and if appropriate in Appendices 1 and 2. The Service Provider must prohibit its subcontractors from subcontracting in turn all or part of the Works and Services that are subcontracted to them by the Service Provider, without approval from the Customer under the conditions set forth above.

The Supplier shall remain liable to Customer for any performance or non-performance of its obligations under the Contract, whether by Supplier or its subcontractors.

Any violation of the Service Provider’s obligations in the area of subcontracting shall be grounds for the Customer to immediately suspend all payments to the Service Provider as long as the latter is not in compliance with said obligations, without prejudice to the Customer’s right to terminate the Contract under the conditions set forth in Article 19. The Supplier must guarantee the Customer and hold it harmless from any claims by its subcontractors and/or suppliers or their employees.

For the Customer,

For the Supplier,

Signed in _____, (date) _____,

Signed in _____, (date) _____,

Signature⁽¹⁾ : _____

Signature⁽¹⁾ : _____

Name: _____

Name: _____

Title: _____

Title: _____

⁽¹⁾ The GTC must also be initialed on each page.