

GROUPE ADF GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SUPPLIES

TABLE OF CONTENTS

| | | |
|-------------|---|----|
| ARTICLE 1. | Purpose | 2 |
| ARTICLE 2. | Contractual documents..... | 2 |
| ARTICLE 3. | Documents to be provided by the External Service Provider | 2 |
| ARTICLE 4. | Execution methods..... | 2 |
| ARTICLE 5. | Obligations of the Parties | 3 |
| ARTICLE 6. | Quality..... | 3 |
| ARTICLE 7. | Commercial and financial terms and conditions | 4 |
| ARTICLE 8. | Turnaround times and penalties | 5 |
| ARTICLE 9. | Deficiency report | 6 |
| ARTICLE 10. | Reception | 6 |
| ARTICLE 11. | Transfer of risk and ownership | 6 |
| ARTICLE 12. | Guarantee | 6 |
| ARTICLE 13. | Financial guarantees..... | 7 |
| ARTICLE 14. | Liability | 7 |
| ARTICLE 15. | Insurance..... | 7 |
| ARTICLE 16. | Intellectual property | 7 |
| ARTICLE 17. | Confidentiality..... | 8 |
| ARTICLE 18. | Personal Information..... | 9 |
| ARTICLE 19. | Force Majeure | 9 |
| ARTICLE 20. | Termination | 9 |
| ARTICLE 21. | Obligations relating to the usage, the import and/or the exportation of Supplies..... | 10 |
| ARTICLE 22. | Various clauses | 10 |
| ARTICLE 23. | Applicable law - Jurisdiction | 11 |
| ARTICLE 24. | Appendices | 11 |

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

ARTICLE 1. PURPOSE

These General Terms and Conditions apply to any Order for Supplies.

They are intended to stipulate the contractual relations between the Parties. They can only be modified by an amendment signed by authorised representatives of both Parties, in particular through the Particular Conditions for the Purchase of Supplies (*hereinafter "PCP of SUPPLIES"*).

The terms of the present General Terms and Conditions, of which the first letter is capitalised, have the meaning given to them in the **APPENDIX DEFINITIONS**.

ARTICLE 2. CONTRACTUAL DOCUMENTS

The contractual documents, in order of priority, are as follows:

1. The Applicant's Order and any annexes and/or amendments thereto;
2. If applicable, the Particular terms of Purchase and its possible appendices and/or amendments;
3. The Requirements.
4. These GTCP-SUPPLIES, General Terms and Conditions for the Purchase of Supplies, and its possible amendments;
5. GROUPE ADF's Code of Conduct*
6. GROUPE ADF's subcontracting charter, if applicable*;
7. GROUPE ADF's Health, Safety, and Environment (HSE) Charter*;
8. GROUPE ADF's Quality Charter*.
9. All technical clauses, rules, instructions, and particular procedures of the Contracting Authority.

*Available at www.groupeadf.com

These documents together form the Contract containing all of the commitments of the Parties. The External Service Provider must have a copy, if not they must request one from the Applicant. The External Service Provider acknowledges that they were able to negotiate the GTCP-SUPPLIES, which, despite being referred to as "*General*", remain fully relevant and are intended to apply to the Orders.

The Contract replaces any previous agreements and may only be modified by an amendment signed by authorised representatives of both Parties. Therefore, any documents issued after this Contract that are not signed by authorised persons (*example: conditions annexed to the back of documents such as delivery slips or invoices*) cannot be considered contractual documents.

ARTICLE 3. DOCUMENTS TO BE PROVIDED BY THE EXTERNAL SERVICE PROVIDER

The External Service Provider agrees to provide the Applicant, upon signature hereof and every six (6) months, the documents listed in the **APPENDIX "APPLICABLE DOCUMENTS"**. If they are not delivered within the stipulated deadlines, the Applicant will be entitled to terminate the Contract ipso jure to the fault of the External Service Provider under the conditions of the **ARTICLE 20 Termination** hereof.

ARTICLE 4. EXECUTION METHODS

The professional External Service Provider is solely responsible for the choices and decisions required for the correct execution of the Order.

The External Service Provider is responsible for verifying the accuracy of the content of the Requirement documents to guide them in the performance of the Order and cannot claim the documents transmitted on the Contract's signature date were incomplete.

The External Service Provider shall cooperate with the Applicant in good faith and in full transparency, informing them without delay of any event impacting the Contract's progress.

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

ARTICLE 5. OBLIGATIONS OF THE PARTIES

5.1. Obligations of the Applicant

The Applicant will send the External Service Provider its Requirements, thereafter it is up to the External Service Provider to request clarification in the event of any incomplete or inconsistent information.

5.2. Obligations of the External Service Provider

The External Service Provider:

- Commits to comply with the current standards, legislation, and regulations in force and to deliver the supplies in accordance with these standards, laws, and regulatory references, throughout the execution of the Contract. Only changes to the standards, and/or legislation, and/or regulations that are not foreseeable at the Contract's signature date that may come into force at a later time, may lead to a revision of the External Service Provider's offer and/or a request to amend the Contract.
- Has a performance obligation as to the delivery of a Supply free from defect, within the given deadlines, consistent with the Contract and with the intended purpose of the Supply.
- Undertakes, as part of its advisory and cautionary obligations, to inform the Applicant of any changes (*process, means, location, or legal status...*) as soon as they become aware of them and to request and obtain exemptions or approvals if necessary.
- Actively applies its advisory and cautionary obligations under the Contract.
- Undertakes to indicate in their offer the availability of spare parts for their Supplies and their delivery deadlines. They shall alert the Applicant within good time of any production cessation of these spare parts and propose alternative solutions.
- Unreservedly commits to plan, implement, and control processes to ensure Product Safety throughout their life cycle (*from design, through the usage, maintenance, recycling and disposal*).

5.3. Obligations relating to Corporate Social Responsibility (CSR)

Each Party undertakes to maintain a Corporate Social Responsibility (CSR) approach, particularly towards environmental, social, and societal aspects relating to business ethics and responsible purchasing.

The general obligations of the External Service Provider in terms of corporate social responsibility are specified in the **APPENDIX "CORPORATE SOCIAL RESPONSIBILITY OF COMPANIES"**.

ARTICLE 6. QUALITY

6.1. General principles

The External Service provider agrees to maintain a process for controlling and dealing with non-conformities that is adapted to its activities and meets the requirements of standard ISO9001.

The External Service Provider confirms that their employees are made aware of the importance of their contribution to the conformity of the product delivered to the Applicant and their Client. The employees are made aware of the importance of adopting an ethical behaviour when providing the Supplies, including their accessories and related documentation.

In this respect, they undertake to immediately alert the Applicants, of any minor or major Non-Conformity impacting the Supply, that they may detect during the Contract execution as well as throughout the period their contractual and legal obligations remain in force (*contractual guarantee period, guarantee of latent defects, etc.*).=. This alert, in writing, must be accompanied by a causal analysis and an associated action plan to resolve the Non-Conformity. The Applicant reserves the right to validate, modify or reject the action plan without altering the responsibility of the External Service Provider. The External Service Provider undertakes to carry out compliance and corrective actions (*treatment of causes*) if it is established that they are responsible for a Non-Conformity.

In the event that it is impossible to restore conformity, the External Service Provider must imperatively obtain prior authorisation for acceptance by derogation from a competent authority of the Applicant. In the event of a derogation refusal, the Supplies to be discarded must bear a visible permanent mark or be set aside in a safe place until they are rendered physically unusable to avoid their reintroduction into the supply chain.

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

The External Service Provider undertakes to archive the records proving that the Supplies delivered comply with the Order, whether on hard copy, optical or electronic media in accordance with the Requirements.

For Services requiring the use of raw materials, the External Service Provider undertakes to inform the Applicant of all elements enabling the identification of the exact origin, place, and date of manufacture of the Supplies or the elements and materials making up the Supply and/or the Service.

Failing to fulfil these requirements, the External Service Provider will bear the risk of confusion with other supplies and/or their liability may be implemented in the context of a suspicion of counterfeit infringement.

In the case of special certification or qualification requirements requested by the Applicant (*e.g. special processes*), the External Service Provider shall provide all appropriate justification (*e.g. COFREND, COFRAC, ISO9001, EN9100, MASE, CEFRI, VCA certificates, ...*).

This qualification is a criterion of the *intuitu personae* (personal) nature of the Contract. Consequently, the Applicant must be notified of the loss of the qualification without delay by registered letter with acknowledgement of receipt. This may result in the termination of the Order in question or even the Contract without compensation from the Applicant.

6.2. Counterfeiting, fraud and forgery

The External Service Provider commits to combating the use of counterfeit parts including any unauthorised copies, imitations, replacement or modified parts (*in terms of equipment, parts, or components*) knowingly presented as an original part or having a false identification, thus incurring the liability of the External Service Provider and they may thereby be called into question. Non-exhaustive examples of an infringement include the false identification of markings or labelling, inaccurate class, false serial numbers, fake serial numbers, false documentation, or falsified performance characteristics, etc.

6.3. Product Safety

The determination of Product Safety requirements takes into consideration the condition in which a product is fit for function and can be used according to the defined specifications or the intended use without presenting any unacceptable risks to persons or damage to goods.

As part of the business activities carried out by the Applicant with its Clients, and considering the particular usage of the Supplies, the Applicant expects the External Service Provider to be particularly proactive in managing Product Safety, in accordance with the normative requirements of certain sectors of activity, such as aeronautics and nuclear.

6.4. Verifications

The Applicant, their Client, and/or their employees reserve the right to carry out verifications at the facilities of the External Service Provider. The External Service Provider grants a right of access to the Applicant, the Contracting Authority, and the certified organisations for the purpose of carrying out verifications at all the appropriate premises of all sites, at any level of the supply chain (*i.e. including subcontractors and suppliers if applicable*) or production, affected by the Order and all applicable records.

The verification date must be made with a minimum 7-day prior notice.

6.5. Reinforced Quality

In the event that the Supply requires the implementation of additional traceability and control measures, in particular due to its specific installation or operating context, the conditions set out in the **APPENDIX "REINFORCED QUALITY"** will be imposed on the External Service Provider. This additional requirement shall be specified in the Order.

ARTICLE 7. COMMERCIAL AND FINANCIAL TERMS AND CONDITIONS

7.1. Price

Unless otherwise stipulated in the Contract, the prices specified in the Order are pre-tax, firm, and not subject to revision, for the execution, packing, and shipping according to the 2020 Incoterm Delivered Duty Paid (DDP), for perfect finishing, ensuring all Supplies under the Contract.

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

7.2. Terms of payment

In accordance with Article L.441-10 of the French Commercial Code, the deadline agreed between the Parties to settle the amounts due is set by default, unless particular conditions of the Order prevail, at the end of the month forty-five (45) days from the date of issue of the invoice, provided the invoice is:

- Sent in one original copy including imperatively the Order reference and the applicable delivery receipt;
- Sent to the company placing the order and whose references appear on the Order forms

7.3. Compensation

The Applicant may offset the amounts owed by the External Service Provider for any reason whatsoever by the amounts owed by the Applicant to the External Service Provider. All receivables and payables related to the Contract will then be deemed interdependent and related.

In particular, the following may be open to deductions subject to compliance with legal provisions:

- Poor workmanship;
- The Supplies not delivered by the External Service Provider (*Supplies not delivered or partially delivered, trade-in etc.*);
- Possible penalties (*delays, non-quality, etc.*);

7.4. Dematerialisation of invoices

GROUPE ADF has embarked on a process of invoice dematerialisation to comply with the applicable legal provisions and to ensure optimal processing of the payment process.

The External Service Provider agrees to be part of this process and to transmit invoices to the Applicant by electronic means in accordance with the provisions of article 289 VII 2°) of the CGI (French general tax code) and BOI VAT 30-20-30-30 issued from the Tax Instruction of 18 October 2013. All invoices shall be archived and available for consultation in a personal electronic safe for the legal retention period.

ARTICLE 8. TURNAROUND TIMES AND PENALTIES

8.1. Obligation to issue warnings

Respecting deadlines is an essential and determining condition of the Contract to which the External Service Provider will be held, including the provision of regulatory or contractual documents. Moreover, the External Service Provider commits to meticulously respecting them, including in the event of schedule changes, without being able to claim any additional payment. The External Service Provider agrees to inform the Applicant of any (*proven or foreseeable*) event likely to impact the contractual schedule, such as the (*non-availability of parts, any Non-Conformity detected before delivery, etc.*) and resources required to resolve the situation.

As the Order progresses, it is up to the External Service Provider to notify the Applicant of any difficulties encountered, along with proposals to resolve such problems, with a view towards fulfilling the Order. The External Service Provider may only implement their proposals after obtaining the written consent of the Applicant. It being understood that this written consent does not release the External Service Provider from their liability with regard to said decision.

8.2. Late penalties

If the External Service Provider fails to meet the contractual deadlines, the Applicant reserves the right to apply late penalties equal to 1% of the total amount of the Contract per calendar day of delay, limited to 10%, even in the event of partial delivery.

Applying late penalties is without prejudice to the right of termination at the fault of the External Service Provider according to the **ARTICLE 20 Termination** herein, and the right to claim compensation for any damages for (*disorganisation, penalties, and/or operating losses of the Contracting Authority...*)

The Applicant also reserves the right to terminate all or part of delayed Orders, thereby refusing any deliveries not made on time.

Furthermore, in the event of reduced deadlines, the External Service Provider has three working days to send in writing any complaints to the Applicant, after which time the modification is deemed accepted.

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

ARTICLE 9. DEFICIENCY REPORT

In all cases of presumption of delays, and/or proven or presumed failure to respect the quality of the Supplies and/or the quality system (traceability, non-response to questions concerning project monitoring etc.) incumbent on the External Service Provider, the Applicant may, two days after sending a written request remains without effect, resort to a third company to remedy the failure of the External Service Provider. In case of extreme urgency, this period may be reduced.

ARTICLE 10. RECEPTION

Reception is carried out unilaterally by the Applicant.

The Reception and any reservations, or the Reception refusal are recorded in a dated and signed report. Reception by the Applicant does not exonerate the External Service Provider from their obligation to repair any defects and Non-Conformities unapparent on the day of the Reception, affecting the Supplies.

If the Reception is subject to reservations, the External Service Provider is obliged to remedy them within the deadlines set in the report, or failing this within a maximum period of eight (8) calendar days.

If compliance is not established, the Applicant, after notifying the External Service Provider, may;

- Replace the Supplies at the External Supplier's expense, risk and peril;
- Waive the withdrawal of reserves by discounting the price of the Supplies;
- Propose a new Reception date;
- Terminate all or part of the Contract or Order to the exclusive fault of the External Service Provider;
- Return the Supplies to the External Service Provider at their expense and risk;
- Apply the provisions of the **ARTICLE "LATE PENALTIES"**.

Upon lifting the final reservations, a new Reception report will be prepared, the date of which, unless otherwise stipulated, will be the starting point of the warranty period.

The total or partial payment of the Supplies, and/or their commissioning does not necessarily establish their Reception.

The External Service Provider undertakes to correctly design, package, and label the Supplies in order to fully ensure their identification and integrity during the transport, storage, and handling operations.

Reception of the Supplies cannot be considered final in the event of partial delivery, i.e. for example without the documentation accompanying these Supplies (*regulatory documentation, material certificates, plans, user manuals, and maintenance manuals etc.*)

ARTICLE 11. TRANSFER OF RISK AND OWNERSHIP

The transfer of risks from the External Service Provider to the Applicant takes place upon the Applicant's Reception without reservations, even in cases of force majeure. The transfer of ownership is carried out as and to the extent that payment for the Supply is made.

The External Service Provider undertakes to mark all Supplies belonging to the Applicant, so they are perfectly identifiable at the storage site.

The External Service Provider ensures the Supplies are free from any lien, enabling the Applicant to freely move them, assign them, and/or export them. The External Service Provider makes sure its own suppliers assume the same obligations.

ARTICLE 12. GUARANTEE

After Reception, the External Service Provider guarantees the conformity of the Supplies for a minimum period of twenty four (24) months or any other duration imposed by the Client in the contractual documents.

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

During this period, they agree to remedy, at their own expense and risk, at the latest within eight (8) calendar days, any Non-Conformity or defect affecting the Supplies. These expenses include travel, transportation, the scrapping of parts and labour costs.

If the Supplies are not restored, eight (8) calendar days (*or any other delay in the event of an emergency*) after a formal notice has gone without effect, the Applicant, may execute or have handled by a third party all necessary services at the expense, risk, peril, and under warranty of the External Service Provider.

Any repair of all or part of the Supplies within the framework of the initial warranty will again benefit from a further twelve (12) month warranty starting from the Reception date by the Applicant.

The External Service Provider is also bound by the required legal guarantees such as the guarantee against hidden defects.

Nevertheless, the External Service Provider cannot be held responsible for failures caused by the Applicant's improper use of the Supplies.

ARTICLE 13. FINANCIAL GUARANTEES

The External Service Provider may be asked to provide first demand bank guarantees from financial institutions with at least an A rating from "Standard & Poors", conforming to the models provided by the Applicant, in the following instances:

- For any deposit or advance payment made by the Applicant of an amount equal to or greater than three thousand euros pre-tax (€3,000), the provision of a bank guarantee is mandatory in order for the Applicant to proceed with the payment of this deposit or advance. The bank guarantee will be equal to the total amount including all taxes (*if applicable*);
- Holdback of 5% on the amount of the Contract and its amendments valid throughout the duration of the Contractual Guarantee as described in the section "*Guarantee*" increased by a period of ninety days, to carry out the notifications.

ARTICLE 14. LIABILITY

Each Party is liable for any damage caused by itself, its staff, representatives, suppliers, manufacturers, or subcontractors to the other Party, or to third parties (*including in particular the Contracting Authority, the Project Supervisor, and the Main Contractor*) resulting from the performance of the Contract, items within its custody, or any breach of the law or its contractual obligations.

ARTICLE 15. INSURANCE

For the duration of the Contract, the External Service Provider is required to subscribe to and maintain:

- An insurance policy covering their civil liability and the financial consequences of bodily, material, and immaterial injury, consequential or not, including accidental pollution, caused to the Applicant, to the Client, and/or third parties due to the provision of the Supplies. This insurance policy must provide sufficient amounts of coverage in relation to the risks involved.
- Along with any insurance that the law, the contractual documents, or the applicable regulations make obligatory.

If the External Service Provider is required to take out a specific insurance policy such as a decennial, aeronautical, or maritime type policy, the latter undertakes to register the Applicant as an additional insured for the Supplies under the Contract.

ARTICLE 16. INTELLECTUAL PROPERTY

In the event the Supplies are protected by intellectual property rights, the price of the Contract shall include the concession by the External Service Provider to the Applicant of a non-exclusive right of use, reproduction, representation, translation, adaptation, and modification.

If the Contract includes elements specifically made to fill an Order, the price of the Contract includes the concession by the External Service Provider to the Applicant of the exclusive rights of use mentioned above, as well as all operating rights. The assigned rights are mentioned in the **APPENDIX "INTELLECTUAL PROPERTY"**.

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

All the provisions of this section must be passed on by the External Service Provider to their staff, agents, co-contractors, subcontractors and/or Outside Contractors.

ARTICLE 17. CONFIDENTIALITY

The term "**Confidential Information**" refers to any non-public information that, due to the circumstances surrounding its disclosure, should be treated as confidential. Confidential Information includes, in particular, material relating to products, finance, marketing, research and development, internal organisation, mergers and acquisitions, and technology of either of the Parties. It also includes the programs and equipment of each Party, whether or not already on the market, a Party's marketing and promotion strategy for any product, and the commercial policies and practices provided to the other Party by third parties. Each Party is bound to treat such information as confidential, whether it has been transmitted in advance or during the execution of this Contract. The term also covers employee resumes and reports including their personal data. The fact that such information has been passed on, that the possibility of concluding an agreement is under study, and that discussions and negotiations have taken place or are in progress on a draft agreement, these are also deemed Confidential Information under the Contract. Confidential Information may also be written as well as transmitted verbally, visually, electronically, or by any other means. Confidential Information disclosed to either Party by a subsidiary and/or an agent of the other Party will also be covered by the Contract.

Information is not considered Confidential if it was (i) already or subsequently made public, without breach by either Party of its obligations to the other Party, (ii) if either Party had knowledge of the information before the other Party revealed it to them, (iii) if one Party learns of the information from another source, except in the event of a breach of confidentiality with respect to the other Party, or (iv) if the information was developed independently by each Party.

The term "**Confidential Material**" shall mean all physical media containing Confidential Information, including, in particular, any written or printed documents as well as any computer disks and magnetic tapes that are machine/human-readable.

Each Party shall refrain from disclosing any Confidential Information or Confidential Material to third parties for a period of five (5) years from the date such Information is initially disclosed to either Party by the other. It is understood, however, that for the purposes of this Contract, affiliated companies, owned by or holding directly or indirectly a majority of the share capital or voting rights of the Applicant will not be considered as "third parties", provided the Confidential Information is strictly limited to the Supplies provided.

Any revelation of Confidential Information to third parties must be notified by the Disclosing Party and be covered by a confidentiality agreement containing at least the same original commitments made by the Parties, which each Party shall promptly justify at the request of the other Party.

Each Party, however, shall be within their rights to disclose Information and Confidential Material in response to a judicial or administrative order to that effect, subject to informing the other Party with reasonable prior notice of the existence of such an order, and to comply with any obligation of non-disclosure or any other equivalent decrees.

To preserve the confidentiality of the Information and Confidential Material, each Party shall take reasonable precautions at a level of vigilance at least equal to that which it practices with respect to its own Information and Confidential Material. The Parties are only allowed to disclose Confidential Information or Confidential Material to a limited number of employees or consultants on a need to know basis. This Party shall enter into sufficiently complete written agreements with its employees and consultants enabling it to comply with all the provisions of the Contract. *Upon request, the other Party may obtain copies of such written agreements.*

The Confidential Information and Material may only be used for the provision of the Supplies, subject to the other provisions of the Contract. Each Party undertakes to separate the Confidential Information and Material from the Confidential Information and Material belonging to third parties, in order to avoid any assimilation.

Each Party shall immediately notify the other if it becomes aware of any unauthorised use or disclosure of the Confidential Information or Material, or of a breach of this Contract. Each undertakes to cooperate with the other Party in all reasonably possible ways to assist in recovering the Confidential Information and/or Material, and prevent any further unauthorised disclosure.

Each Party acknowledges that a financial compensation may not be enough to indemnify the other Party for the unauthorised disclosure of its Confidential Information and Material, and that the other Party will have the opportunity, without waiving its other rights or recourse, to seek compensation, or to pursue any other remedy on an equitable basis, in any court of competent jurisdiction.

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

Confidential Information and Material are and remain the exclusive property of each Party disclosing them to the other Party. By disclosing certain information, such Party is not granting, expressly or implicitly, any rights covering patents, copyrights, trademarks, or trade secrets.

ARTICLE 18. PERSONAL INFORMATION

The External Service Provider agrees not to keep the Data beyond the retention period set by the Applicant with regard to the purposes for which the information was collected, and in any event to destroy such data at the end of the Contract.

The APPENDIX "PERSONAL DATA" contains the reciprocal obligations relating to the obligations in this respect.

ARTICLE 19. FORCE MAJEURE

Considered as force majeure events are those defined by the law as applied to the Supplies, defined in **ARTICLE 23 "Applicable law - Jurisdiction"** and such events usually retained by the jurisprudence of the Courts.

Force majeure only releases the invoking Party from its contractual obligations during the time in which it is prevented from fulfilling them.

The Party invoking a force majeure event notifies the other Party by email, confirmed by registered letter with acknowledgement of receipt, providing all relevant justifications, as soon as possible.

In consultation with the Client, if applicable, the Parties shall decide as soon as possible, after notification of the force majeure event by the invoking Party, of the measures to be taken and may decide to suspend the execution of the Order by mutual agreement.

If the force majeure continues for more than fifteen (15) consecutive calendar days, the Party to which the case of force majeure will be opposed may immediately terminate the Contract without compensation.

ARTICLE 20. TERMINATION

20.1. Case of termination at the initiative of the Applicant

Termination will take place immediately ipso jure upon sending a registered letter with acknowledgement of receipt at the initiative of the Applicant, in the following instances:

- The opening of a collective procedure against the External Service Provider subject to the legal provisions;
- Upon serious breach of the Applicant's Code of Conduct, disregard for the principle of transparency, and in particular in the event of voluntary and deliberate disclosure to the Client, to third parties, or to the Applicant of incomplete, erroneous, or false information, especially with regard to infringements of the social and/or tax legislation;
- Entry of a legal entity into the share capital of the External Service Provider whose business activity comes into direct competition with the Applicant. The External Service Provider undertakes to immediately notify the Applicant upon any modification of this nature;
- Not being awarded or terminating the Main Contract;
- Refusal of the Supply by the Client.

20.2. Termination due to the fault of one of the Parties

In the event of a breach by one of the Parties, the other Party may ipso jure terminate all or part of the Contract by registered letter with acknowledgement of receipt, fifteen (15) working days after receipt of the formal notice indicating the risk of termination remains unheeded, with all consequences imposed on the defaulting Party such as compensation for damage caused. This delay may be reduced in case of extreme Urgency. The deadline is one month in the event of a late payment.

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

20.3. Consequences of the termination

In the event of termination by either Party, any outstanding Orders shall end as of the effective date of the termination. All the same, expenditure commitments must cease upon notification of the termination unless otherwise agreed by the Parties.

The supplies already provided by the External Service Provider will be subject to an inventory to determine which elements must actually be paid for by the Applicant. The Applicant reserves the right to either retain the Supplies or to have the External Service Provider collect them within a period not exceeding 15 working days. Under no circumstances may the External Service Provider refuse the Applicant's request for the temporary Supplies, subject to the payment of a price corresponding to the Contract prices.

ARTICLE 21. OBLIGATIONS RELATING TO THE USAGE, THE IMPORT AND/OR THE EXPORTATION OF SUPPLIES

The External Service Provider agrees to inform the Applicant in writing of any possible export restrictions placed on the Supplies as soon as the Applicant is consulted.

In this respect, they guarantee that the traceability of the origin of the components of the Services (*whether or not they are subject to the said regulations*) entered in the Export and Re-export Classification Certificate (ERCC) is complete and accurate. The list of documents required in the context of the exporting of Services is listed in the **APPENDIX "APPLICABLE DOCUMENTS"**.

The External Service Provider undertakes prior to each delivery to obtain and transmit to the Applicant, for its benefit and that of the Contracting Authority, all authorisations, licenses, and agreements necessary for the import, export, or re-export of the Supplies. The External Service Provider, if necessary, will specify any reservations/conditions that may have an impact on the free usage and/or destination of the Supplies.

ARTICLE 22. VARIOUS CLAUSES

22.1. Independence of the Parties

In addition, the External Service Provider acknowledges and confirms that it is their entire responsibility and freedom to try to expand their client base. They must make sure that they do not become economically solely dependent on this Contract, in particular because the Applicant would be unable to verify such a dependency situation. As part of their obligation to provide information and advice, the External Service Provider agrees to alert the Applicant of any situation of economic dependence that may occur.

Similarly, the External Service Provider acknowledges that they assume sole responsibility in the event their own suppliers find themselves in a position of dependence towards them.

22.2. Notifications

Notifications will be sent by registered letter with acknowledgement of receipt.

Any notification to GROUPE ADF must be sent to the Applicant, with a copy to the Legal Department - Bat G. - ZI La Bastide Blanche - BP 80221 - 13746 Vitrolles, France.

22.3. Partial invalidity

If any provision of the Contract becomes invalid under a rule of law or a final court decision, then it would be deemed unwritten, without altering the validity of the Contract or its other provisions. The Parties will endeavour to negotiate a financially equivalent clause.

22.4. Non-waiver

The fact that one of the Parties does not apply a particular clause of the Contract or acquiesces to its breach, cannot be interpreted as a waiver of the rights derived from this clause.

22.5. Language of the Contract

All correspondence (*documents, meetings...*) will be in French. The External Service Provider is thus required to appoint a special team having command of the French language or else propose an alternative solution.

GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLIES

If a document is sent in another language, the French version shall prevail.

ARTICLE 23. APPLICABLE LAW - JURISDICTION

The contractual relations of the Parties are exclusively subject to French law

Before initiating legal proceedings, the Parties agree to implement an amicable dispute resolution approach. As such, GROUPE ADF has implemented an amicable dispute resolution procedure, under the auspices of the Internal Audit Department, whose Director assumes the role of Ombudsman.

Referral to the Ombudsman may be made by GROUP mail - LATÉSYS - G2Métric - Audit Department - Mediation Service – ZI La Bastide Blanche - Bat G - BP 80221 - 13746 Vitrolles Cedex France or by email to mediation@groupeadf.com with the documents necessary for processing the request.

If within sixty (60) days of the notification of the dispute by one of the Parties by registered letter with acknowledgement of receipt, (*which may be shortened in the event of special circumstances or extended by express agreement of both Parties*), the Parties have not reached an amicable agreement, the dispute shall be brought before the Commercial Court of Aix-En-Provence (France), which shall also have jurisdiction in respect of summary proceedings

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

ARTICLE 24. APPENDICES

- Definitions
- Intellectual property
- Corporate social responsibility
- Health, Safety and Environment supplement
- Quality supplement
- Personal Information

The External Service Provider accepts in full the present GTCP-SUPPLIES and has it signed by their duly authorised representative. The signature of the Applicant cannot precede the signature of the External Service Provider.

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| Legal name of the External Service Provider: | GROUPE ADF |
| Date: | Date: |
| Name and position of the Signatory: | Name and position of the Signatory: |
| Signature: | Signature: |
| Company stamp of the External Service Provider: | |

GENERAL PURCHASING TERMS AND CONDITIONS

APPENDIX DEFINITIONS

- 1. ERCC** Refers to the Export and Re-export Classification Certificate that, if need be, must be provided to the Applicant when fulfilling an Order.
- 2. GTCP-Supplies** Refers to Groupe ADF General Terms and Conditions of Purchase of Supplies
- 3. GTCP-Services** Refers to Groupe ADF General Terms and Conditions of Purchase of Services.
- 4. Client** Refers to the Applicant's contractor who can be either the Project Supervisor, the Contracting Authority, or the main contractor.
- 5. Order** Refers to the document issued by the Applicant, prior to the provision of Services and/or delivery of Supplies confirming the act of purchase of said Services and/or Supplies, in accordance with the Contract documents.
- 6. Contract** Refers to the General Terms and Conditions for the Purchase of Services and/or Supplies as well as all the contractual documents signed by an authorised representative of the Applicant and External Supplier, notably the Particular Conditions for Purchase and the Order.
- 7. PCP of Supplies** Refers to the Particular Conditions for the Purchase of Supplies which constitute the sales agreement between the Applicant and External Supplier. This definition includes the appendices to the Particular Conditions for the Purchase of Supplies and their possible amendments.
- 8. PCP of Services** Refers to the Particular Conditions for Purchase which constitute the subcontracting or services agreement between the Applicant and External Service Provider. This definition includes the appendices to the Particular Conditions for Purchase of Services and their possible amendments.
- 9. Applicant** Refers to the Groupe ADF company that orders Services and/or Supplies from the External Service Provider.
- 10. Requirements** Refers to any information describing the Applicant's requirements that give rise to the delivery of a Service. The Requirements include the scopes of work ("**SW**"), the technical specifications of requirements ("**TSR**"), etc. whether these documents are drafted by the Applicant, the Client, the Project Supervisor, or the Contracting Authority.
- 11. Supplies** Refers to the material and equipment to be delivered to the Applicant, as well as all documents necessary for their delivery, use and maintenance.

GENERAL PURCHASING TERMS AND CONDITIONS

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| <u>12.GROUPE ADF</u> | Refers to GROUPE ADF acting in its name and own behalf as well as in the name of the Applicant on whose behalf the External Service Provider implements Services or delivers Supplies. |
| <u>13.Project Supervisor</u> | In particular, refers to the architect or design office in charge of managing the Main Contract services on behalf of the Contracting Authority, who may be the company placing the order with the Applicant. |
| <u>14.Contracting Authority</u> | Refers to the Client on whose behalf the Applicant executes the Main Contract. |
| <u>15.Main Contract</u> | Refers to the agreement signed between the Contracting Authority and the Applicant. |
| <u>16.Party</u> | Refers in the singular, either to the External Service Provider and/or the Applicant, and in the plural, to both the External Service Provider and the Applicant. |
| <u>17.External Service Provider</u> | Refers to the company acting in its own name and on its own behalf and in the name and on behalf of its affiliated companies, its representatives, employees, and agents, to which the Applicant has entrusted the provision of supplies, subcontracting services, works, and services. |
| <u>18.Service Provision</u> | Refers to the sub-contracting, the provision of works and services by the Applicant to the External Service Provider, as well as all documents necessary for their delivery, usage and maintenance. |
| <u>19.Product Safety</u> | Refers to the condition, in an undifferentiated way, in which the Services and/or Supplies function according to the defined specifications or the intended use without presenting any unacceptable risks to persons or damage to goods. |
| <u>20.Emergency</u> | Refers in particular to situations presenting a risk of production stoppage and/or start-up delays of an installation and/or a safety breach. |

GENERAL TERMS AND CONDITIONS OF PURCHASE

APPENDIX INTELLECTUAL PROPERTY

The External Service Provider grants the Applicant the know-how and, for the legal duration of their patented rights and/or copyrights for all countries of the world, a right to the free, exclusive, irrevocable, and assignable use and/or exploitation, with the right to the sub-licenses, patents, software, processes, and techniques developed within the framework of the provision of the Supplies and/or Services. This right of use and/or exploitation granted to the Applicant includes the right of reproduction, representation, translation, adaptation, assignment, and modification. The External Service Provider ensures that they will not infringe on any third party intellectual property rights.

A. INDUSTRIAL PROPERTY

The drawings, plans, calculation notes, and any other documents provided to the Applicant during the execution of this contract will be the property of the Applicant. The External Service Provider's remuneration for the transfer of these rights is included and inseparable from their remuneration.

This property includes all inventions, know-how, and creations that may result from the provision of the Supplies and/or Services.

The External Service Provider must immediately inform the Applicant of any Inventions made during the provision of the Supplies and/or Services or in direct connection with them.

The External Service Provider shall send the Applicant all the know-how and technical information describing the Invention, in a manner sufficiently clear and complete for a person skilled in the art to carry it out. The External Service Provider undertakes not to carry out any formalities for the filing of a patent or any other such procedure for property whose ownership has been transferred to the Applicant by virtue of the present. That said, the External Service Provider undertakes to lend their full support towards making all reasonable effort to providing all necessary signatures for the filing, maintaining in force and protecting of the corresponding patent.

B. TRANSFER OF COPYRIGHT

Under this Contract, the External Service Provider assigns to the Applicant, who accepts, with the exception of moral attributes, the rights attached to the full ownership of the intangible creations and all media and material hardware, in particular without being exhaustive, the plans, methods, documents, models, diagrams, drawings, and sketches (*etc.*) designed by the External Service Provider within the framework of the Contract.

The External Service Provider's remuneration for the assignment of these rights is included and inseparable from their remuneration referred to herein in accordance with the provisions of Article L.122-7 of the Intellectual Property Code.

The copyrights assigned pursuant to this Contract enable the Applicant to make unlimited usage of such rights, which include in particular all intellectual property rights relating to the copyrights that the External Service Provider may hold in order to implement the Contract.

These rights include, without this list being considered exhaustive:

- The exclusive right to reproduce all or part of the creations, by any process and on any medium, with a view towards their public communication either free of charge or onerous.

It is specified, as necessary, that this right includes:

- The exclusive right to record the creations of the External Service Provider by any process and on any medium known to date, such as printing (*ordinary, luxury, semi-luxury, connected, popular, pocket, illustrated, critical, or press, etc.*), photocopy, microfiche, microfilm, photograph, drawing, engraving, mechanical, cinematographic, magnetic, or digital recording;
- The exclusive right to proceed with the temporary or permanent loading, display and storage of the creations or their reproductions, to the extent necessary for their consultation via computer equipment for the processing of data or for their transmission via telecommunication networks;
- The exclusive right to record the creations by any process and on any medium not provided for to date, these acts being correlatively the subject, when they are exercised, of the remuneration provided for, as applicable, below;
- The exclusive right to exploit in any manner and for any purpose whatsoever all reproductions of the Works;

GENERAL TERMS AND CONDITIONS OF PURCHASE

It is specified, as necessary, that this right includes:

- The exclusive right to publish, distribute, sell, import, export, rent, lend, and, in general, make available to the public or specified persons, free of charge or for onerous consideration, and for any purpose whatsoever, the reproductions of the Creations;
- The exclusive right to use, regardless of the purpose and without any limitation, the reproductions of the Creations, in particular for advertising purposes;
- The exclusive right to authorise, to the extent permitted by the relevant legal systems and international agreements in this matter, any distribution and usage of the reproductions of creations made subsequent to their initial placing on the market, either for free or for payment;
- The exclusive right to capitalise on the reproductions of the Creations in a form or for a purpose as yet not foreseen to date;
- Reprography rights for the Creations;

It is specified, as and when necessary, that this right consists of collecting and receiving in all countries the remuneration due for any reprography reproduction of all or part of the Creations along with their adaptations and translations.

This right includes all reproduction methods referred to in Article L.122-10 of the Intellectual Property Code, whether the publication of the Creation is transferred to an authorised collective management company, or takes place under the conditions of sub-paragraph 3 of Article L.122-10.

- The exclusive right to correct, translate, adapt to an identical or different genre, arrange, supplement, concatenate, derive, or otherwise modify all or part of the Creations, as well as the rights to reproduce and capitalise on the resulting reproductions, with the same latitude permitted by the preceding paragraphs;

It is specified, as necessary, that this right includes:

- The right to translate the creations in all languages, as well as to reproduce and capitalise on the resulting reproductions of the works;
- The right to adapt all or part of the Creations as comic strips, graphic novels, periodicals, press articles, posters, covers, and packaging for bookstores, phonograms, or videograms, and to reproduce and capitalise on the resulting reproductions of the works;
- The right to reproduce and capitalise on only part of the Creations and their elements, such as in the form of clothing, knick-knacks, stationery, and in any derived form, as well as to reproduce and capitalise on the resulting reproductions of the works;
- The right to adapt or integrate all or part of the Creations as a multimedia package containing on the same medium works of different types, such as photographs, artwork, craftwork, texts, musical or cinematographic sequences, whether or not the software allows access and consultation in interactive form, and reproduce and capitalise on the resulting reproductions of the works;
- The exclusive right to distribute all or part of the Creations to the public by any process, either free of charge or onerous.

It is specified, as necessary, that this right includes:

- The exclusive right to distribute to the public the Creations, as well as the creations resulting from the acts referred to in the preceding paragraph, free of charge or onerous, by any means known to date, such as public recitation, lyrical performance, dramatic representation, public viewing, transmission in a public place or a televised broadcast;
- The exclusive right to distribute the Creations to the public, as well as the creations resulting from the acts referred to in the preceding paragraph, free of charge or onerous, by any private or non-broadcast process (*cable TV channels, satellite, or terrestrial*), broadcasting or telecommunication (*such as the Internet, or any other telecommunication network*).
- The exclusive right to distribute the Creations to the public, as well as the creations resulting from the acts referred to in the preceding paragraph, free of charge or onerous, by any process and via any support not envisaged to date, these acts, if they are implemented, are correlatively included in the expected remuneration, as the case may be, below.

GENERAL TERMS AND CONDITIONS OF PURCHASE

C. OWNERSHIP RIGHTS PRIOR TO THE CONTRACT

Each Party retains ownership of the intellectual property rights of any kind (*patents, trademarks, designs, models, literary and artistic property, etc...*), know-how and knowledge that they possess at the time of the Contract's signing, or over which it holds an operating license, all of which is hereinafter referred to as "Pre-existing Know-how".

The External Service Provider undertakes to use for carrying out the Contract only Pre-existing Know-how:

1. Present in the public domain and therefore freely exploitable by the Applicant and reproducible without limitation by anyone,
2. Of which they have full ownership or free use, with the right to transfer them to a third party,
3. The Applicant is either the owner or it is open source freely exploitable.

If the Contract is fulfilled using Pre-existing Know-how (referred to in point 2) above, the External Service Provider grants the Applicant an operating license at no additional charge under the conditions specified below.

This license is granted on Pre-existing Know-how that is included in the Supplies and/or Services enabling the Applicant to full entitlement of the rights to the Supplies and/or Services.

According to this license:

- The Applicant has the right to sub-license to any third party of its choice exclusively in the context of the usage of the Supplies and/or Services,
- The Applicant undertakes to require third parties to whom it grants sub-licenses, not to exploit the Pre-existing Know-how, subject to the sub-license, for any other purpose,
- The Applicant is authorised to modify, adapt, or arrange the Pre-existing Know-how to allow the continuity of use of the Supplies and/or Services.

If the External Service Provider uses the rights mentioned in point 3. above, they agree to only exploit these rights within the context of providing the services covered by the Contract.

If the knowledge mentioned in points 2. or 3. above is implemented, each Party will not be able to publish or orally communicate, in any form, relating to the Supplies and/or Services provided under the Contract, without the prior written consent of the Party owning or holding the rights to such Pre-existing Know-how.

In any of its publications and/or oral communications relating to the Contract, each Party shall mention the name of the Party owning such Pre-existing Know-how.

D. SUBSEQUENT TRANSFER

In the event of a transfer by the Applicant of the Services and/or Supplies to a third party or to the Contracting Authority, the purchaser will automatically be the owner of the rights defined above.

E. GUARANTEE CLAIM

The External Service Provider guarantees unrestricted use of the Services and/or Supplies by the Applicant against all consequences of third party intellectual property claims, such as counterfeiting, that may occur during the execution, resale or use of the Services and/or Supplies. The External Service Provider agrees to defray the defence of the Applicant as well as all consequences, costs, disbursements, and pecuniary penalties that may result.

The External Service Provider guarantees the Applicant against the claims of third parties concerning the literary, artistic, and industrial property rights, along with the processes and methods implemented for the execution of the Contract and/or necessary for the operations by the Applicant of the Supplies and/or Services. They undertake to carry out all actions and procedures at their own expense in order to settle the claims and repair damages of any kind suffered by the Company in the event of recourse by third parties, except if such recourse relates to modifications, adaptations, or arrangements that the Applicant made or made independently of the External Service Provider to the Supplies and/or Services.



GENERAL TERMS AND CONDITIONS OF PURCHASE

Upon any initial indication of a third party claim against either the Applicant, the Project Supervisor, the Contracting Authority, and/or the Main Contractor, the External Service Provider must take all measures to put an end to such a claim. The Parties shall provide each other with mutual assistance, including the provision of evidence or useful documents that they may hold or obtain.

If the External Service Provider does not comply with the obligations relating to the intellectual property, they shall be held liable.

GENERAL TERMS AND CONDITIONS OF PURCHASE

APPENDIX CORPORATE SOCIAL RESPONSIBILITY**A. COMPLIANCE WITH SOCIAL AND ENVIRONMENTAL CLAUSES**

GROUPE ADF pursues a CSR policy based on 2 main pillars: preserving and enriching humanity; controlling our environmental impacts. GROUPE ADF requires the External Service Provider to be actively involved in the prevention of Health, Safety, Environmental and Social risks and reserves the right to carry out a CSR audit if HSE, social and business ethics risks are detected in the course of the activity of the External Service Provider, its subcontractors and its External Service Providers. The External Service Provider vouches that its subcontractors and external service providers conform to the terms of this section.

In the event of a breach identified during the CSR audit, the External Service Provider must implement the necessary actions in order to quickly resolve the inconsistencies found and included in the audit report. To check whether these actions were implemented, GROUPE ADF reserves the right throughout the duration of the Contract and at the expense of the External Service Provider, to trigger CSR assessments or audits. The External Service Provider's financial participation in these audits is a fixed pre-tax sum of four thousand euros (€4,000)

In the event the External Service Provider refuses to implement a procedure to eliminate these inconsistencies or if these disparities continue after several evaluations or controls, GROUPE ADF reserves the right to terminate the Contract with the External Service Provider.

B. RECIPROCAL COMMITMENTS**1. GROUPE ADF commitments**

GROUPE ADF undertakes to respect the Convention of the International Labour Organisation (ILO), and ensure its implementation. GROUPE ADF will take into account the determination of the External Service Provider to accomplish the same approach in its qualification.

GROUPE ADF is committed to applying this Convention and these principles, which are notably based on integrity and mutual respect, to its contractual relationship with the External Service Provider and to support them in this process wherever possible, while providing them with the benefit of its experience and expertise in the social, societal, and environmental fields, including where relevant in the context of assessing the supply chain.

GROUPE ADF undertakes, through the Group's ethics charter and HSE policy, to uphold the various ethical commitments relating to the Group's business and to its employees, particularly in terms of health, safety, environment, fraud and corruption, respect for stakeholders, respect for the individual, and integrity.

2. Commitments of the External Service Provider

The External Service Provider undertakes to respect, provide the necessary means and apply the ILO Convention within their sphere of influence and ethical principles, particularly in terms of complying with the law, the health and safety, the environment and ethical behaviour; so that the Product or service provided to GROUPE ADF meets the legal and HSE requirements applicable during the performance of the Contract.

The External Service Provider agrees to support the ethical values and the GROUPE ADF HSE policy available on request by the External Service Provider or accessible on our website at www.groupeGROUPEADF.com. The External Service Provider agrees to communicate this Policy to their staff, subcontractors, and external service providers, or an equivalent internal charter.

In the country or countries where it operates, the External Service Provider must comply with any other international, national or local conventions or regulations applicable to its activity. The guidelines established by GROUPE ADF and its policy remain the reference in the event of more limited local requirements.

The External Service Provider agrees to maintain the cleanliness of the work-sites throughout the duration of this Contract. Failing this, following a formal notice without effect 10 days after receipt

GENERAL TERMS AND CONDITIONS OF PURCHASE

by the External Service Provider, GROUPE ADF may call upon a cleaning company whose intervention will be entirely invoiced to the External Service Provider.

3. Sanctions for not complying with the CSR rules

Any major disparity observed with regard to CSR (human rights, child labour, forced and compulsory labour, discrimination, HSE, working hours, level of environmental or social remuneration, notably with regard to compliance with the, the, the, the, the, the, the, the and the), will be the subject of an in-depth joint analysis between GROUPE ADF and the External Service Provider in order to define an action plan with the aim of quickly resolving these disparities. In the event the External Service Provider refuses to implement a procedure to eliminate these disparities or if the disparities persist after several evaluations or controls, GROUPE ADF reserves the right to terminate the Contract to the exclusive fault of the External Service Provider.

GENERAL TERMS AND CONDITIONS OF PURCHASE

APPENDIX HEALTH, SAFETY AND ENVIRONMENT (HSE)

This appendix applies if the External Service Provider intervenes in an environment presenting particular risks to the health and safety of personnel or to the environment.

A. GENERAL INFORMATION.

The External Service Provider undertakes to carry out the Services based on the acknowledged rules and according to best practices.

The External Service Provider agrees to provide a service that complies with the applicable regulatory requirements.

The External Service Provider and the Applicant undertake to respect, the requirements and results imposed by the client in terms of health, safety and the environment

In the event of risks to the health and safety of its employees or to the environment, the External Service Provider has a duty to immediately alert the Applicant. This duty of alert obliges the External Service Provider to immediately provide all information in their possession to the Applicant. In particular, the External Service Provider must regularly inform the Applicant of any new developments to the situation.

B. HEALTH AND SAFETY

The External Service Provider must comply with all legal, regulatory, and site safety instructions, as well as with the Applicant's and/or the Contracting Authority's Health and Safety Plan. The External Service Provider must participate in the establishment of the Prevention Plan and the safety training meeting provided by the Contracting Authority.

They must monitor, bear the cost and responsibility for the wearing of personal protective equipment by their staff, and to ensure the continued safety of any person under their authority.

They must inform their employees of the specific dangers, the preventive measures adopted, as well as the organisation of the site.

It is the External Service Provider's responsibility to appoint an officer in charge of workplace services. In the case of maintenance services, this manager must have sufficient experience with the risks presented by the site's various installations, in order to execute and conduct the work under all the required safety conditions. They must take all necessary measures to prohibit an employee from working alone in an area where they cannot be rapidly rescued in the event of an accident.

The External Service Provider also agrees to obtain under their own responsibility and sole expense all authorisations made necessary by their activities according to the conditions determined by the Contract.

C. ENVIRONMENT

The External Service Provider will proceed with the cleaning of their service provision areas on a daily basis. Failing this and after formal notice goes unheeded, the Applicant reserves the right to initiate a clean-up, the cost of which will be borne by the External Service Provider at the end of the Contract.

The External Service Provider is responsible for the removal, processing, and disposal of waste according to the recommendations of the site if any. The External Service Provider ensures the Applicant that they have evaluated and integrated this cost into their price.

The External Service Provider undertakes to actively prevent risks impacting the environment. They are liable for any damage to the environment they cause.

GENERAL TERMS AND CONDITIONS OF PURCHASE

D. RISKS OF EXPOSURE TO MATERIAL CONTAINING HAZARDOUS PRODUCTS SUCH AS ASBESTOS, REFRACTORY CERAMIC FIBRES (RCF), LEAD, OR RADIOACTIVE MATERIAL.

In order to enable the External Service Provider to analyse the exposure risks to these materials, to ensure the daily monitoring of their exposures, and to take the necessary measures in terms of health, safety, and work conditions, the Applicant undertakes to communicate by registered letter with acknowledgement of receipt, to the address that will be communicated to it by the External Service Provider:

- An assessment of the risks of exposure relating to the work assigned to the external service provider,
- The useful documents from the Asbestos Technical File in the case of works in buildings in which the building permit was issued before 01/07/1997.

1. *Asbestos and refractory ceramic fibres (RCF)*

The Applicant undertakes to comply with its regulatory obligations relating to Asbestos Tracking before work (RAAT) in buildings constructed before 01/07/1997 and industrial equipment with suspected presence of asbestos, and to inform the Applicant without delay of any suspicion of the presence of asbestos or RCF products.

In case of accidental exposure to hazardous material, the Applicant can only be held liable for non-compliance with the regulatory obligations.

2. *Refractory ceramic fibres*

RCFs are asbestos substitutes in industry and construction. They are classified as "*category 1B carcinogens*" by the European Union or its equivalent in the country setting the regulations applied to the Services provided.

All activities likely to pose a risk of exposure must be subject to the special rules of prevention laid down by the regulations governing the place where the Service is being provided (example for France, compliance with Articles R.4412-59 to R.4412- 93 of the Labour Code).

The External Service Provider may require the Applicant to carry out and/or communicate an RCF tracking or mapping similar to the mapping required for asbestos. The precautionary approach will induce implementing operating procedures similar to those of asbestos.

3. *Lead*

In accordance with the recommendations issued by the various competent institutions governing the place where the Service is being provided (*example for France, INRS, CARSAT, the Regional Occupational Health Services, the OPPBTP, the Regional Health Agency Centre, and the Labour Inspectorate*), a lead diagnosis must be carried out before any operations on the installation concerned.

The absence of an asbestos / RCF / lead diagnosis before any operation on the coatings, coverings, and claddings, engages the civil and penal responsibility of the owner or the Contracting Authority as it is likely to expose the workers, the populations, and the environment to lead poisoning.

If the presence of at least one of these materials is detected, the Applicant undertakes to communicate all information in its possession and update such information, within a reasonable delay of seven (7) days before the External Service Provider's provision of services, in order to put in place all necessary preventive measures and protections.

If asbestos, RCF, or lead is detected in the material to be worked on or demolished, a final end-of-construction examination will be required after the material has been removed. These certifications will serve as an authorisation for the External Service Provider to begin work.

4. *Radioactive material*

The External Service Provider shall send the Applicant all of the regulatory documents associated with an intervention under Ionizing Radiation:

- Company's valid CEFRI certificate;
- The Predictive Dosimetry Assessment and the operating mode associated with the procedure;
- Authorisation to possess a source, if this is the case (e.g. radiographic testing);
- The list of the control equipment used as well as the associated control reports;
- Radiation protection clearances for all stakeholders.

GENERAL TERMS AND CONDITIONS OF PURCHASE

E. CERTIFICATES (SPECIAL CLAUSE FOR SERVICES PROVIDED IN FRANCE)

In the case of specific HSE certification requirements (MASE, ISO 45001, OHSAS 18001, VCA, etc.), the External Service Provider confirms that they hold a certificate issued by an approved organisation, and undertakes to apply the provisions of this certificate and to maintain it for the entire duration of the Contract.

Each year, the External Service Provider shall provide the Applicant with a copy of their Certificate at the following address: GROUPE ADF, Z.I. La Bastide Blanche, BP 80221, 13746 VITROLLES.

In the event of the loss of the Certificate, the External Service Provider must inform the Applicant as soon as possible and immediately take all the necessary steps to become recertified under MASE.

Since certification was an essential condition leading the Applicant to enter into this Contract with the External Service Provider, the non-renewal of the MASE certification by the External Service Provider within the deadlines set out above, for any reason whatsoever, would constitute a material breach of the Contract by the External Service Provider, resulting in the possibility of the Applicant terminating the Contract to the exclusive fault of the External Service Provider.

F. SAFETY COMMITMENTS

The External Service Provider agrees to comply with the HSE rules:

Because respect for the integrity of people, property, and the environment is a major issue for the Applicant and its Clients, the External Service Provider agrees to fully respect all instructions in this regard that appear within this Contract and all the documents available for consultation and use on the Contracting Authority's site of operation.

In addition, the External Service Provider acknowledges implementing a safety management system. They are familiar with the safety principles of the Applicant, adhere to them and keep their staff fully informed:

- All accidents can be avoided. If we eliminate the causes, we eliminate the accidents.
- No operation will be undertaken unless all involved are convinced that it can be done with risk reduced to a minimum
- Each stakeholder must be individually involved in the safety procedures,
- Managers, supervisors, and team leaders are responsible for:
- Reducing risk as much as reasonably possible
- Monitor, perform inspections, and review safety procedures

In the event of non-compliance with any one of the health, safety, and environmental regulations by the External Service, the Applicant reserves the right to impose a penalty for each breach (*subject to any special provisions imposed by the Contracting Authority*):

- Failure to supervise the worksite or breach of safety instructions, including the failure to wear personal safety equipment, and the non-compliance or misuse of collective safety equipment: the penalty will be = €1000 per offence witnessed by both Parties.
- Delay or absence at any coordination or worksite meeting, or absence from meetings of the inter-company health, safety, and working conditions committee (CISSCT) = the late penalty is €100 per meeting, and the penalty for absence is €1000 per meeting.
- Infractions involving the collection of waste, storage, or the cleaning of the worksite during and at the end of the work: the penalty will be = €500 per infringement noted with both Parties present.
- Non-compliant use of equipment (*not verified periodically, or unsuitable, etc.*): the penalty will be = €500 per infringement noted.

These penalties are independent of each other, thus cumulative (*in particular, this applies to penalties for delays or those relating to the respect of competitive bidding criteria*).

However, the cumulative penalties referred to in the above subparagraphs shall not exceed an aggregate of 10% of the total pre-tax amount of the order, including possible amendments.



GENERAL TERMS AND CONDITIONS OF PURCHASE

Penalties are only of a restrictive nature; they do not constitute a waiver. The payment of these penalties does not release the External Service Provider from their contractual obligations.

This present clause is supplementary to the HSE commitments applied within the worksites and the general rules of the Contracting Authority and the Project Supervisor if any, for which the External Service Provider undertakes to learn and respect the terms thereof.

This present clause is supplementary to the HSE commitments applied under the Particular Conditions of Purchase, the terms of which the External Service Provider undertakes to respect.

This present clause is supplementary to the HSE commitments applied within the worksites and the general rules of the Contracting Authority and the Project Supervisor if any, for which the External Service Provider undertakes to learn and respect the terms thereof.

APPENDIX REINFORCED QUALITY (R QUALITY)

This Appendix is a supplement to the General Terms and Conditions for the Purchase of Services and/or Supplies.

At the request of the project owner, it forms an integral part of contracts requiring a reinforced quality file, due to the specific context of the project (*in particular nuclear and aeronautics*)

1. PRINCIPLES

As a result, the External Service Provider confirms that their employees are fully aware of the quality policies, the relevant quality objectives, and the significance of their contribution to the efficiency of the quality management system, including the beneficial effects of improving performance, as well as the impact of not complying with the requirements of the quality management system.

To continually improve our respective processes, the External Service Provider undertakes to immediately alert the Applicant of any minor or major Non-Conformity impacting the final product that they may detect during the Contract's execution as well as throughout the period their contractual and legal obligations remain in force (*contractual guarantee period, guarantee of latent defects, etc.*). This alert, in writing, must be accompanied by an action plan to resolve the disparity. The Applicant reserves the right to validate, modify, or reject the action plan without this however altering the responsibility of the External Service Provider. The External Service Provider undertakes to carry out the corrective actions if it is established that they are responsible for the Non-Conformity.

Furthermore, by applying a precautionary principle requiring uncompromising respect for the integrity of persons and property, in the event of a Non-Conformity repetition on several similar Supplies and/or Services, the Applicant reserves the right to require the replacement of all similar Services and/or Supplies delivered by the External Service Provider, at the latter's sole cost, expense and risk.

2. DEFINITION AND SPECIFIC TYPES OF NON-CONFORMITIES

2.1. Definition

In application of standard ISO 9000: 2015, "**Non-Conformity**" means any non-fulfilment of a requirement, namely the needs or expectations, generally expressed in the Requirements, as well as those that are implicit or obligatory.

2.2. Traceability

The External Service Provider undertakes to inform the Applicant of all elements enabling the identification of the exact origin, place, and date of manufacture of the Supply or the elements and material included in the Supply and/or the Service. They must also include the safety data sheets, and the usage and storage sheets of the Supplies and the elements of the Service provision, including the certificates, the quality controls, and any other relevant information, as well as, if applicable, the serial numbers, batch numbers, casting numbers and all other numbers identifying the Supplies. These identification numbers must also indelibly appear on the Supplies themselves and on the delivery notes. They must be reported on all cuts and products generally processed, or on each container (*for bulk or liquid/gaseous material*). If need be, the contractual documents may specify in more detail the certificates to be provided.

Failing to fulfil these requirements, the External Service Provider will bear the risk of confusion with other supplies and/or their liability may be implemented in the context of a suspicion of counterfeit infringement.

These traceability documents form part of the Contract and must be communicated at the latest on the day of delivery and they are conditional to Reception.

2.3. Counterfeit

The External Service Provider commits to combating the use of counterfeit parts including any unauthorised copies, imitations, replacement or modified parts (*in terms of equipment, parts, or components*) knowingly presented as an original part or having a false identification, thus incurring the liability of the External Service Provider and they may thereby be called into question. Non-exhaustive examples of an infringement include the false identification of markings or labels, inaccurate class, false serial numbers, fake serial numbers, false documentation, or falsified

GENERAL TERMS AND CONDITIONS OF PURCHASE

performance characteristics. The External Service Provider's vigilance towards combating counterfeiting is thus indistinctly aimed at both Supplies and Services.

The External Service Provider must appropriately plan, implement, and control processes to prevent the use of sub-assemblies and/or counterfeit parts or parts suspected of being counterfeit, and prevent their inclusion in the Services and/or Supplies.

If there is a high risk of Non-Conformity, process verifications should include periodic testing and controls, in particular of counterfeit parts.

If the Supplies and Services provided are used in production before completing all the required verifications, they must be identified and recorded to enable their recall and replacement if subsequently it turns out they do not meet the traceability requirements.

If the External Service Provider delegates the verification process to a third party, the scope and requirements of the delegation must be defined and a register of these delegations must be kept up to date.

If third-party test reports are used to verify the provided Supplies and Services, the External Service Provider agrees to set up a process to evaluate the data in the test reports in order to confirm the product meets the Requirements.

2.4. General Product Requirements

The determination of the requirements relating to the Product is based on:

- Product safety and the safety of persons;
- Deliverability and controllability;
- Reliability, availability, and maintainability;
- Suitability of the parts and material incorporated into the product;
- Selection and development of the embedded software;
- Product obsolescence;
- Prevention, detection, and removal of foreign objects;
- Handling, packaging, and preservation;
- Recycling or disposal of the product at the end of its useful life.

As part of the business activities carried out by the Applicant with its Clients, and considering the particular usage of the Services and/or Supplies, the Applicant expects the External Service Provider to be particularly proactive in managing Product Safety, in accordance with the normative requirements of certain sectors of activity, such as aeronautics and nuclear (*energy and research*).

The External Service Provider shall ensure that their employees have access to the information documents and any changes to the quality management system concerning them, and that they are fully involved in ensuring the compliance and Safety of the Product. Their employees are made aware of the importance of adopting an ethical behaviour when providing the Services and Supplies, including their accessories and related documentation.

Within the framework of preparing the Quality Assurance Plan or otherwise in their quality manual, the External Service Provider must specify the processes implemented, from the design stage (*for example, reliability, maintainability, and Product Safety*), integrating an analysis of the failure modes, their effects, and their criticality, through to the acceptance of the Services and/or Supplies.

The External Service Provider shall sufficiently determine, update, and maintain documented information to both ensure the processes have been completed as intended and to demonstrate the products and services are conform to the applicable requirements.

As part of the project management, the External Service Provider, through both internal and external quality management processes and resources, must ensure a plan guaranteeing the control of the modifications by analysing the consequences of unforeseen changes as well as the actions necessary to limit any negative effects.

GENERAL TERMS AND CONDITIONS OF PURCHASE

External Service Provider must ensure that their subcontractors are in compliance and are committed to the processes, and implement adequate controls to prevent any breach in Product Safety during the life cycle of the Services and/or Supplies.

3. ADDITIONAL MEANS OF PREVENTION

3.1. Qualifications

At the request of the Applicant, the External Service Provider shall participate in the drafting or shall draft the Quality Assurance Plan.

The External Service Provider acknowledges being qualified and is an employer of personnel qualified for the Services entrusted to them, and provides all appropriate justifications (*ISO, EN, MASE, CEFRI, VCA or equivalent certificates*).

The External Service Provider undertakes to ensure the final control and the qualitative reception of the delivered Supplies. Before delivering the Supplies, the External Service Provider shall establish a control and delivery file along with a declaration of conformity in accordance with standard NF L 00-015C or its equivalent, certifying the Supplies conform to the Order requirements, as well as the absence of any anomalies not part of a derogation approved by the Applicant. The fact that the Applicant accepted the Supplies does not relieve the External Service Provider of their liability, nor the quality requirements stipulated in the Order.

The quality requirements applied to all orders in order of priority are:

- Those listed in the order
- Those appearing in the referenced documents
- The External Service Provider's quality system, including the ISO and EN standards if they hold these certifications.

This qualification is a criterion of the *intuitu personae* (personal) nature of the Contract. Consequently, the Applicant must be notified of the loss of the qualification without delay by registered letter with acknowledgement of receipt. This may result in the termination of the Order in question or even the Contract without compensation from the Applicant.

3.2. Audits

The Applicant, their Client, and/or their employees reserve the right to carry out audits at the facilities of the External Service Provider. The External Service Provider grants a right of access to the Applicant, the Contracting Authority, and the certified organisations for the purpose of carrying out audits at all the appropriate premises of all sites, at any level of the supply chain (*i.e. including subcontractors and suppliers if applicable*) or production, affected by the Order and all applicable records.

The date of audit must be set with a minimum 2-day prior notice.

3.3. Declaration of an at risk Supply and/or Service

In the context of the verifications, if the External Service Provider, the Applicant, or any other third party reports that a Supply or Service represents a significant operational risk (*for example, if it involves material of a very particular nuance imperatively requiring very specific characteristics or if it is a certificate of conformity following tests*), the External Service Provider immediately undertakes to implement a process to validate the accuracy of the test reports.

The External Service Provider must ensure that the Supplies and Services non-compliant with the applicable requirements are identified and controlled so as to prevent their unintended use or delivery.

Depending on the nature of the Non-Conformity and its effect on the conformity of the products and services, the External Service Provider must take appropriate action. This must also apply to non-conforming Supplies and Services detected after delivering the Supplies or during or after the provision of the Service.

The External Service Provider's Non-Conformity control process must be maintained up-to-date thereby documenting information including provisions for defining responsibilities and authorities for the review and processing of non-

GENERAL TERMS AND CONDITIONS OF PURCHASE

compliant items, as well as the approval process of those authorised to make these decisions, and to initiate actions necessary to contain the effects of Non-Conformities on other processes, products, or services, to provide timely information to the Client and relevant interested parties concerning the Non-Conformities affecting Supplies and Services already delivered, and to define corrective actions for Supplies and Services detected as non-compliant after delivery.

The External Service Provider must imperatively obtain a prior authorisation by derogation from a competent authority, the Applicant, and/or the Contracting Authority. The same goes for any implementation of the repair or restoration of non-compliant Supplies and/or Services. In the event a derogation of use, repair, or restoration is refused, the Supplies and/or Services to be discarded must bear a visible permanent mark or be set aside in a safe place until they are rendered physically unusable to avoid their reintroduction into the supply chain.

4. BUSINESS CONTINUITY PLAN

The External Service Provider must establish or make available to the Applicant its internal Business Continuity Plan documents, if a situation occurs that, without being a force majeure event, disrupts activity and the consequences of which may affect, temporarily or permanently, the delivery of the Supplies.

The Business Continuity Plan precisely describes the various levels of severity, the measures and the means to be implemented along with the expected results for each level.

The External Service Provider will ensure that their Plan is constantly updated and sent at least once a year to the Purchasing Department.

GENERAL TERMS AND CONDITIONS OF PURCHASE

APPENDIX GENERAL DATA PROTECTION REGULATION (GDPR)

A. GENERAL INFORMATION

Personal information is defined as any information relating to an individual either identified or who cannot be identified, directly or indirectly, by reference to an identification number or several of their own specific elements.

In order to ensure respect for the personal information provided by the Applicant for the realisation of the Contract, the External Service Provider agrees to:

- Take all necessary precautions to preserve the security of this information, to ensure its integrity, in particular to prevent it from being distorted or damaged, and to prevent any access without prior authorisation by the Applicant;
- Only process data according to the Applicant's instructions and authorisation;
- Ensure the legality of the data processing carried out under the Contract;
- Take all measures to prevent any diverted, malicious, or fraudulent use of the processed data.

In particular, the External Service Provider undertakes to use the Applicant's personal data solely for the purposes of performance of the Contract.

The External Service Provider is prohibited from copying the personal information without the prior authorisation of the Applicant.

The External Service Provider agrees to only disclose the personal data to personnel members, contractors, and any subcontractors on a need to know basis within the context of executing the Contract.

B. PROCESSING OBJECTIVE

Personal Data are processed in the context of the execution of the Contract.

C. PERSONAL DATA PROCESSED WITHIN THE FRAMEWORK OF THE CONTRACT

As part of the Contract performance, each Party is required to process Personal Data from the other Party or the other Party's employees in order to manage the contractual relationship. In this context, each Party is required to set up Data processing, in compliance with the applicable regulations, for the following purposes:

- client and supplier management (*including management of the contract, orders, delivery, invoices, accounting, monitoring of the contractual relationship, conducting satisfaction surveys, complaint management, after-sales service*)
- carrying out commercial prospecting operations
- and more generally managing operations to allow for mutual cooperation.

The Personal Data collected and processed in this context as well as the entire file associated with the other Party will be kept for the duration of the contractual relationship and for the applicable statute of limitations.

The Data collected and processed in this context may be notified to third party service providers, acting as sub-contractors within the scope of applicable regulations, to notably implement hosting, storage, analysis, marketing, communication, data processing, database management or computer maintenance services. These service providers act solely on instructions from the Service Provider and will only have access to the Personal Data of the Signatory's employees to perform these services and will be bound by the same obligations of security and confidentiality as the Service Provider.

D. Right to oppose, rectify, or delete personal data

Under the General Data Protection Regulation (GDPR) 2016/679 of the European Parliament and of the Council and its subsequent amendments and developments, the Applicant has rights of interrogation, access, rectification,

GENERAL TERMS AND CONDITIONS OF PURCHASE

opposition, and deletion for legitimate reasons relating to all data concerning it, by sending a registered letter with acknowledgement of receipt to the address of the External Service Provider.

In accordance with the applicable regulations, each Party and/or the employees of each Party have a right of access, rectification, deletion of their Personal Data, a right to restrict processing, as well as a right to object to the processing of their data.

In order to exercise these rights, each Party may submit a request to:

- by email: rssi@groupeadf.com
 - or by mail: RSSI – Groupe ADF - Z.I. La Bastide Blanche - Bât G - BP 80221 - 13746 Vitrolles Cedex - France
 - by email:@.....
 - or by mail:
- For the Applicant _____
- For the External Service Provider
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-
-

Finally, each Party and/or the employees of each Party may lodge a complaint with the Personal Data Protection Authority.

E. DATA RETENTION PERIOD

The External Service Provider agrees not to keep the Data beyond the retention period set by the Applicant with regard to the purposes for which the information was collected, and in any event to destroy such data at the end of the Contract.

F. SUSPECTED BREACH OF DATA PROTECTION PROVISIONS

If one of the Parties has reason to believe or has become convinced of the existence of a data breach under Article 4 (12) of the GDPR, that Party undertakes to:

- Immediately notify the other Party of the existence of this incident after becoming aware of it,
- Provide the other Party with the information enabling it to comply with its notification obligations with the CNIL where applicable or any other competent authority under Article 33 of the Data Protection Regulations.

GENERAL TERMS AND CONDITIONS OF PURCHASE

APPENDIX APPLICABLE DOCUMENTS

1. IF THE EXTERNAL SERVICE PROVIDER IS ESTABLISHED IN FRANCE:

- A letterhead with SIRET, the address of payment or of the Invoice, the APE code, the Intra-community VAT number and the name and contact details of the accountant (*if the External Service Provider is affiliated to a group*);
- Banking information;
- Certificate of incorporation (Kbis excerpt), or an identification card justifying the business' registration, or a publication document, or a filing receipt with the Business Formalities Centres (CFE) (*compulsory if the External Service Provider cannot produce a certificate of incorporation or is not required to be listed in the companies register or in the business register*);
- Certificate of up to date civil liability insurance listing the coverage, amounts, and date of validity, as well as any insurance that the applicable laws and regulations require;
- General Terms and Conditions of Purchase signed, initialled, and sealed.

If the External Service Provider implements Services, they must also present the following documents:

- Certificate of coverage issued by the social security agency responsible for collecting the social contributions incumbent on the External Service Provider, dated less than six months certifying that they are up to date with the payment of their contributions to the organisations for the payment of social security and family benefit contributions (Urssaf).
- Nominative list of foreign employees subject to work permits: hiring date, nationality, type and number of the work permit validating the work authorisation;
- In the context of employee secondment, all documents required by the regulations, copies of the declarations made to the labour inspectorate of the place where the Services are delivered, for all employees concerned stating, in particular, the representative in France, and the conditions of accommodation and remuneration that must comply with the minimum legal requirements in France;
- A sworn statement of their conformity with the tax administration;
- A sworn statement of their conformity towards undeclared work.

2. IF THE EXTERNAL SERVICE PROVIDER IS ESTABLISHED ABROAD

- Document mentioning their intra-community VAT number, identity and address along with the contact details of their tax representative in France;
- Banking information
- Document certifying to the External Service Provider's listing in the professional companies register of their country dated less than three months or if the External Service Provider is in the process of being created, an estimate, advertising document, or business correspondence;
- General Terms and Conditions of Purchase signed, initialled, and sealed
- Certificate of up to date civil liability insurance listing the coverage, amounts, and date of validity, as well as any insurance that the applicable laws and regulations require.

If the External Service Provider implements Services, they must submit the following documents in addition:

- Certificate issued by the social security agency responsible for collecting the social contributions incumbent on the External Service Provider, dated less than six months certifying that he is up to date with the payment of his contributions.
- Nominative list of foreign employees subject to work permits: hiring date, nationality, type and number of the work permit
- In the context of employee secondment in France, all documents required by the regulations, copies of the declarations made to the labour inspectorate of the place where the Services are delivered, for all employees

GENERAL TERMS AND CONDITIONS OF PURCHASE

concerned stating, in particular, the representative in France, and the conditions of accommodation and remuneration that must comply with the minimum legal requirements in France as well as the Representative of the External Service Provider in France;

- A sworn statement of their conformity with the tax administration;
- A sworn statement of their conformity towards undeclared work.

3. OBLIGATIONS RELATING TO THE USAGE, IMPORTATION, AND/OR EXPORTATION OF SUPPLIES AND/OR SERVICES

The External Service Provider agrees to inform the Applicant in writing of any possible export restrictions placed on the Services and/or Supplies as soon as the Applicant is consulted.

Prior to each delivery, the External Service Provider undertakes to obtain and transmit to the Applicant, for its benefit and that of the Contracting Authority, all authorisations, licenses, and agreements necessary for the import, export, or re-export of the Supplies and/or Services. The External Service Provider, if necessary, will specify any reservations/conditions that may have an impact on the free usage and/or destination of the Supplies and/or Services.

For this purpose, they will also provide a certificate signed by their legal representative indicating the references of these documents.

The External Service Provider must ensure that the authorisations and licenses remain in effect for the duration of the Contract and the unobstructed duration of use reasonably foreseeable of the Supplies and/or Services.

If reservations/conditions are placed on these authorisations and/or licenses likely to have an impact on the obligations of the Applicant or in the event of a missing authorisation or license, the External Service Provider undertakes at their own expense and within the deadlines indicated above, to take the necessary measures to fulfil their obligations as defined herein. If the provisions of this Section are not adhered to, the Applicant reserves the right to terminate this Contract and/or any Order, ipso jure, with immediate effect, without prejudice to any compensation that the Applicant would be entitled to claim due to this lack of conformity.

The External Service Provider agrees to comply with the applicable regulations, both French and foreign, regarding the control of imports, exports, or re-exports of war material, armaments, or similar, or those of dual-use.

In this respect, they guarantee that the traceability of the origin of the components of the Supplies/Services (*whether or not they are subject to the said regulations*) entered in the Export and Re-export Classification Certificate (CCE) is complete and accurate.

They undertake to return the CCE, signed by a duly authorised person, to the Applicant:

- At the latest on the day the Order is validated,
- Immediately during the execution of the Order in case of a modification to any of the elements listed in the CCE. It being specified that the Applicant reserves the right to terminate the Order, if any one of the modified elements affect the free usage and destination of the Supply and/or Service;
- At any time upon simple request by the Applicant, free of charge, for a period of 5 years from the reception of the Supply and/or Service.

In the context of exporting the Supplies and/or Services, the External Service Provider undertakes to immediately transmit to the Applicant the Certificate of Non-Re-export signed by a duly authorised person.