

## 1 Content - Scope - Enforceability

These terms and conditions of purchase (hereinafter "**T&C**") define the contractual conditions under which Suez or any of its affiliated entities identified in the Order (hereinafter the "**Customer**") orders to the supplier (hereinafter the "**Supplier**"), which accepts, the supply of the goods and/or services (hereinafter "**Supply or Supplies**").

The Customer and the Supplier (hereinafter the "**Parties**") expressly agree, following negotiation, to apply in good faith these T&C and the Supplier renounces to its terms and conditions of sale, if any. The T&C may be supplemented, clarified or amended through special conditions in a document negotiated and signed by the Supplier and the Customer. They may also be supplemented by specifications which are understood as any document defining the requirements which the Supplier or the Supply must meet, the Customer's needs and the conditions for executing the Supply, such as the specifications document and the applicable quality standards and requirements (hereinafter the "**Specifications**").

Reference is made to the T&C and to any special conditions of purchase and/or Specification (hereinafter together the "**Agreement**") in the Order. The T&C apply from the time of acceptance of the Order or from the beginning of execution of the order by the Supplier.

The term Supply means, without distinction, any material or immaterial good (product, software, etc.) and service covered by the Order.

Failure by the Customer to require performance at a given time of a provision of these T&C may not be construed as a waiver of said condition at a later date.

In the event that certain provisions of these T&C cannot be applied for any reason, all the other terms and conditions remain valid.

## 2 Contractual documents

The relations between the Parties concerning the Supply are governed by the following contractual documents listed in the descending order of priority.

- The Order or purchase Order
- The special conditions of purchase
- The T&C
- The Specifications

However, it is understood that the Order must comply with the agreements entered into between the Parties, unless otherwise expressly and commonly agreed in writing. In the event of a contradiction between two documents of different rank, the higher ranking will prevail.

All other conditions that may supplement or amend the contractual documents will not be enforceable against the Parties without their prior express written agreement.

## 3 Order

The term Order herein means any document, regardless of the form thereof, issued by the Customer and sent to the Supplier regarding the purchase or lease of a Supply which includes the description of the Supply ordered, delivery times, price and reference to the present T&C. Unless otherwise stipulated in the Order with the Parties' agreement, the Supplier agrees to execute the Order in accordance with the contractual documents based on the trade practices, regulations and standards in force. The Supplier is bound by a duty to achieve a given result (i.e. *obligation de résultat*) except in case of force majeure.

### 3.1 Order Placement (paper or electronic)

The Customer is only bound by an electronic (provided this use has been accepted by the Parties) or paper written Order, issued by either Suez or one of its affiliated entities, signed by an authorized person and making reference to these T&C.

### 3.2 Acknowledgment of receipt of Order

Orders placed verbally or by phone are valid only if confirmed in writing.

Each Order must be accepted within a maximum period of five (5) days from the date on which it is sent, failing which the Order may be canceled by the Customer without it needing to provide a reason or, where applicable, shall be treated as having been accepted by the Supplier.

In the event that the Supplier issues reservations, the reasons for such reservations must be stated explicitly in a letter and the reservations must be accepted in writing by the Customer.

To facilitate the processing of Orders, the references shown on the front of the Order must be fully replicated in the acknowledgment of receipt.

Notwithstanding receipt of the acknowledgment of receipt, the Customer may change the initially agreed quantities and delivery dates by sending an amended Order to the Supplier, which will have up to five (5) days from the date on which the new Order is sent to express its disagreement in writing. Failing that, the changes will be deemed accepted by the Supplier.

## 3.3 Recurring Orders

The fact that recurring Orders are placed with the Supplier does not imply any exclusivity in favor of the Supplier, with the result that the Customer is not subsequently required to place orders with it for future purchases.

## 4 Terms of delivery

Delivery means the time at which the Customer takes possession of the Supplies ordered (in terms of quantity and quality). The Supplier undertakes to deliver the Supplies to the location/on the dates/within the periods indicated on the purchase Order and during the Customer's business hours. The Supplier is responsible for ensuring the latter. The Customer or the site affected by the delivery must agree in writing to any early or deferred delivery. If no delivery date is specified, the Supplier will make delivery or perform the delivery within a maximum delay of thirty days after the conclusion of the contract.

For service provided onsite, the Supplier shall comply with the Customer's applicable rules and health and safety measures.

## 5 Packaging and transport

Barring the Customer's special conditions or specific recommendations, the Supplies ordered shall be transported at the expense and responsibility of the Supplier, which will choose its carrier, take out at its own expense the necessary insurance policies to guarantee transport, and define the packaging based on the transport mode. Consequently, damaged merchandise will not be accepted by the Customer. Barring special provisions, any Supply will be "Delivered Duty Paid" (DDP place of destination, according to ICC Incoterms - 2010 edition).

## 6 Compliance

**6.1** The Supplies delivered must strictly comply, in terms of quality and quantity, with the plans, specifications, equipment, models or any documents appearing or referenced in the Order and with the characteristics agreed upon between the Parties. Any technical modification, even if minor, must be expressly accepted by the Customer.

**6.2** Compliance with regulations: the Supplies delivered must satisfy the requirements of the laws, regulations and standards in force in the country for which they are intended and which the Supplier is deemed to be aware of when accepting the Order. All documents and certificates are to be sent to the Customer.

## 7 Delivery slip

For all shipments, a Delivery Slip (hereinafter "**DS**") shall be prepared by the Supplier in two (2) copies. One copy will be sent to the Customer with the invoice and the second copy will be inserted into the packages regardless of the transport method. The Supplier shall insert the documentation and specifications written in French into the packages.

Each DS must include the following information: Order number, description of the Supply, quantities delivered, Order status (full or partial), carrier name. The certificates of conformity and inspection reports related to the Supply in accordance with the provisions of the Order shall also be attached to each DS.

## 8 Late delivery - Penalties

The Supplier must immediately inform the Customer of any foreseeable delay in delivery and of the measures taken to remedy such delay. All resulting additional expenses shall be borne by the Supplier.

Furthermore, any delivery made after the contractual date shall automatically result in the application of penalties for delay, without prejudice to any damages. Unless otherwise agreed by the Parties, the amount of such penalties, deducted from the payments, will be equal to a percentage of the value of the Supplies delivered late. Unless otherwise stipulated, this percentage will be one-half percent (0.5%) per calendar day of delay for the first five (5) days and will be increased to one percent (1%) per day subsequently. Said penalties do not release the Supplier from liability and may not be considered fixed and final compensation of the damage/injury sustained by the Customer.

In the event of late delivery, the Customer reserves the right to cancel the remainder of the Order, as of right, without notice and by sending a registered letter with acknowledgment of receipt.

The Customer reserves the right, within eight (8) days after the notice sent by registered letter with acknowledgment of receipt has gone unheeded, to purchase supplies from a third party at the Supplier's expense for the additional charge incurred, without prejudice to penalties for delay and damages for injury caused.

## 9 Acceptance - Refusal of Acceptance

Acceptance means verification by the Customer that the Supplies delivered (including the services provided) comply in full with the Order, in terms of both

quantity and quality. The Customer reserves the right to refuse the Supplies delivered or to issue reservations in case of:

- an obvious defect;
- non-compliance with the Customer's specifications (including EC certificates of conformity, instructions for use, etc.) and/or specifications document;
- non-compliance with the Supplier's specifications;
- non-compliance with the standards in force;
- change in the manufacturing processes;
- damage or partial delivery, unless the Customer has given its prior agreement;
- delivery sent to an address other than the agreed address.

If reservations are issued by the Customer, the Supplier must remedy the contractual breaches as quickly as possible. If the defaults identified have not been remedied within fifteen (15) days, the Customer is entitled to refuse the Supplies. In such a case, the price shall not be due and the Supplier shall refund any advance payment paid by the Customer as quickly as possible.

Any Supply that is refused must be removed by the Supplier within eight (8) days following notification of refusal of acceptance by the Customer. Failing that, the Supply will be returned to the Supplier at its expense and risk. Furthermore, at the Customer's request, the Supplier must replace any refused Supply at its own expense.

If there are no reservations or after reservations have been lifted, the Customer shall declare acceptance in writing.

## 10 Audit

During the term of execution of the Supply, the Supplier agrees to allow the Customer to have unrestricted access, subject to prior notice, to its premises and to all documents for audit purposes during business hours. It shall ensure that its subcontractors, if any, grant the same right. A copy of the audit report will be sent to the Supplier at no cost.

If the audit report reveals minor breaches in the performance of the Agreement by the Supplier, the latter must remedy said breaches within fifteen (15) business days of receipt of said report.

If the report reveals serious breaches or if the Supplier fails to remedy minor breaches by the specified deadline, said breaches will be deemed faults that justify the termination of the Agreement at the Customer's discretion pursuant to the clause entitled "Termination".

The Parties agree that, in any event, the audit procedure in no way exempts the Supplier from its duty to fulfill its contractual obligations.

## 11 Transfer of ownership and risks

From the time of acceptance of the Order, ownership of the Supplies shall be transferred to the Customer as they are completed.

The risks related to the Supplies shall be transferred upon delivery of the compliant Supplies, unless otherwise agreed by the Parties.

## 12 Assignment and subcontracting

The Supplier may not transfer all or part of its rights and obligation under the Order without obtaining the prior written agreement of the Customer. In any event, the Supplier shall remain liable to the Customer for all acts or omissions of its assignees or subcontractors.

The Customer reserves the right to assign all or part of the Order as well as the rights and obligations related thereto to any company of Suez, subject to written notification to the Supplier. In addition, the Order may be transferred, for example in case of a merger or internal reorganization, by the Customer to any company of Suez without the prior agreement of the Supplier.

## 13 Prices and payment terms

Unless otherwise specified, the prices indicated on the Order are fixed, may not be revised

and include all fees and costs except VAT. Said prices include all costs and expenses incurred by the Supplier to complete the Supply, including the assignment of any results and related economic rights, travel expenses to visit the Customer's sites, transport costs, packaging suited to the transport and storage of the Supply, and the documents referred to in the clause entitled "Compliance".

The invoice payment terms will be defined in the Order, it being stipulated that, as required by law, said terms may not exceed forty-five (45) days end of month or sixty (60) days from invoice issue date, or forty-five (45) days from invoice issue date in case of periodic invoices. If not indicated on the Order, the payment term will be sixty (60) days from invoice issue date.

Unless otherwise stipulated, no down payment will be made at the time of acceptance of the Order by the Supplier. If the Order provides for a down payment, the Supplier must, prior to any payment by the Customer, provide the Customer with a bank guarantee issued by a first-rate bank in an amount equal to the down payment amount and valid until the down payment is amortized.

Furthermore, each Party expressly waives its rights to invoke hardship measures (as provided under Article 1195 of the French Civil Code).

## 14 Invoicing

For each Order, the invoice shall be prepared and sent by the Supplier in accordance with the purchase Order. In addition to the legal information required by law and by Customer, invoices must indicate all the information on the Order used to identify and check the Supplies, including in particular the Order number, Delivery Slip number, name and address of the invoicing entity, and name and address of the delivery entity (if different).

In the event of late payment, an interest on the sums due equal to three (3) times the legal interest rate applicable in France will be due on the day following the payment date indicated on the invoice.

## 15 Warranty

The Supplier warrants that the Supplies are:

- in compliance with the Order, trade practices and laws and regulations in force;
- suitable for the functions and use for which they are intended (within the limits of use, if any, specified by the Supplier);
- free of any apparent or hidden defects and malfunctions;
- free of any third-party intellectual property rights.

The Supply shall be warranted against any design, manufacturing and operating defects and against any defects in materials and parts during the term specified on the Order or, failing that, during a period of twenty-four (24) months from acceptance by the Customer. The Supplier's warranty covers parts, labor, travel and transport. The Supplier warrants the continuous operation of the software in accordance with the specifications document and/or the related specifications.

Any new service under the warranty is itself warranted for a period of twenty-four (24) months from the date of service or for the remainder of the original warranty period if this latter is longer.

The Supplier must, at its own expense, fully and quickly remedy the consequences that said defects may have for the Customer and its own customers.

If the Supplier is unable to ensure the proper performance of this warranty obligation, the Customer reserves the right to have the necessary services provided at the Supplier's expense. More generally, and without prejudice to the application of the termination clause, the Customer reserves the right to hold the Supplier liable, at any time, particularly in the event that action is brought against it, in order to obtain compensation for any damage caused by a design, manufacturing or operating defect in the Supplies.

## 16 Liability

The Supplier is solely liable for damage or injury of any kind arising during the execution of the Order. The Supplier is also liable for any material or immaterial consequential damage resulting from a delay, defect, malfunction or breakdown of the Supplies or from any act or omission arising from the Order. Consequently, the Supplier shall indemnify, defend and release the Customer of all liability in case of a claim, loss, damage, expenses and costs of any kind arising therefrom.

## 17 Insurance

The Supplier shall take out all insurance policies that it deems necessary to execute the Order with an insurance company known to be solvent (based on the revenue generated by the Supplier with the Customer). Its liability shall cover all bodily injury, property damage and consequential and non-consequential losses. The coverage amounts of said insurance in no way limit the Supplier's liability.

The Customer reserves the right to request a certificate of valid insurance indicating the coverage provided, the coverage amounts, the deductible amounts, the effective date of the insurance policies, the activities and the nature of the Supplies or assignments covered, and showing that the Supplier is up-to-date on the payment of its premiums.

The Supplier and its subcontractors are in charge of the insurance regarding the equipment they own, lease or for which they are depositary and the instance of the equipment, if any, ordered to them by the Customer.

The Supplier may in no way claim the existence of its insurance policies, insufficient coverage or deductible amounts or exclusions and, more generally, an objection of any kind that may be made by the insurer against it in case of a claim, as grounds for having its liability mitigated.

If breach by the Supplier of any of its obligations causes its Customer to be held liable, the Supplier agrees to indemnify and hold it harmless against any claim.

The Supplier agrees to notify the Customer of any change affecting its insurance policies as well as any fact that could result in the suspension or cancellation of the policies taken out, to the extent that said change may affect the Supplier's obligations.

Whenever risks become uninsurable, given changes in the insurance or reinsurance market, the Supplier shall bear the costs resulting from the occurrence of a claim which were initially covered by its policies and became uninsurable during the execution of the Order, without any additional cost for the Customer.

## 18 Continued supply

The Supplier agrees to inform the Customer at least twelve (12) months in advance of the end of production or removal from its catalog of the Supply. The Customer may place Orders for the required quantities during this period. The Supplier further agrees to supply to the Customer, under reasonable conditions, the parts, components and other elements required to use the Supply, for at least five (5) years after the end of production or removal from the catalog.

## 19 Intellectual or industrial property

**19.1** Each Party remains the owner or holder of the rights to any document as well as intellectual property rights, including any know-how and knowledge that it possesses at the time of the Order or for which it holds an operating license. The Supplier grants to the Customer a user license for its prior knowledge integrated into the Supplies required for their unrestricted use. The plans, drawings, specifications document and other documents as well as the models and equipment entrusted by the Customer to the Supplier for the purpose of executing the Order are the property of the Customer and must be returned to it without being copied upon completion of the Order. The Supplier is prohibited from using the above for purposes other than to execute the Order.

**19.2** The Supplier shall grant to the Customer, on an exclusive, irrevocable and permanent basis, all rights of ownership of any results and deliverables generated while executing the Order (including the Supplies, documents and software developed specifically for the Customer, any process, including manufacturing, and know-how integrated into or associated with the Supplies) for the entire world, for any destination and in all languages and for the entire term of protection of the results as provided by the applicable legislation. The Supplier is prohibited from using and exploiting any result and deliverable for purposes other than the Order. With respect to the assignment, the Customer has the exclusive right to carry out all compulsory formalities, including the legal deposit, and to file any request of title following the results obtained within the scope of industrial property. The Supplier grants to the Customer a user license for the software other than that developed specifically for the Customer and which is integrated into or associated with the Supplies covered by the Order, for the purpose of its use by the Customer and its customers. This license is granted for the purpose of enabling the Customer to make free use of the Supplies as part of its activity.

## 20 Confidentiality – Communication – Protection of Personal Data

All commercial or technical information of any kind disclosed to the Supplier with regard to the Order or during its execution remains the exclusive property of the Customer. The Supplier shall only use it in connection with the Order and shall return it to the Customer after execution of the Order. The Supplier undertakes to treat said information as strictly confidential for a period of five (5) years following the date upon which the Order was placed and shall only disclose it to employees as may be required to execute the Order and on a need to know basis. The latter are bound by similar confidentiality obligations and shall not disclose confidential information to any third parties under any circumstances without the Customer's prior written agreement.

Without the Customer's prior written agreement, the Supplier shall not communicate on, in any manner whatsoever, or disclose any information about the existence of commercial relations between the Customer and the Supplier and/or the Customer and its associated brands.

As considered as confidential the critical/crucial information exchanged between the Parties before and during the negotiation phase.

For the purposes of this clause, "Personal Data" means personal data as defined by the EU Regulation 2016/679 of the European Parliament and of the Council of April 27th, 2016 ("GDPR").

Each Party hereby recognizes that Personal Data and the related processing of such Personal Data are subject to legal and regulatory rules on the protection of personal data applicable to Customer or to the Supplier, as the case may be, and in particular EU Regulation 2016/679 of the European Parliament and of the Council of April 27th, 2016 in effect as from May 25th, 2018, and all local legislation implementing or supplementing it (hereinafter the "GDPR") and each of the Parties agrees to comply with such rules.

Each Party may collect and process the Personal Data of other Party for the purposes of the performance of the Contract and/ or for the purposes of management of its provider database and /or customer database. In such case, the Party concerned shall be the data controller responsible for the processing of such Personal Data within the meaning of the GDPR and agrees to comply with the GDPR.

The Supplier may also be required to collect and/or process Personal Data on behalf of Customer acting as data processor of such Personal Data within the meaning of the GDPR. As such, the Supplier agrees to comply with such the GDPR, as well as with the provisions set out in specific conditions.

Any breach by the Supplier of its obligations as regards Personal Data constitutes a breach of its material obligations, and cause for termination of all or part of the Agreement due to breach pursuant to the provisions of the termination section of the Agreement ("Termination"), without prejudice to any other rights and remedies that may be available to Customer.

The Supplier will indemnify each Customer, against any claim, costs, damages, fines, losses, liability and expenses (including attorney's fees and expenses) suffered by the Customers and caused by the Supplier, directly or indirectly, as a result of a violation of the GDPR under the Agreement.

## 21 Ethical and Sustainable Development Principles

The Supplier warrants to the Customer that it, its subcontractors and its suppliers comply with the rules of international and national law on ethics and sustainable development as stipulated in the reference documents of Suez available on its website ([www.suez.com](http://www.suez.com)), in particular respect for human rights, health and safety of staff and third parties, protection of the Environment, fight against corruption, competition law and economic sanctions.

The Customer may, at any time during the term of the agreement, ask the Supplier to provide proof that it has indeed complied with the provisions of this clause.

Any breach of the provisions of this clause will constitute a serious contractual breach entitling the Customer to suspend the execution of the Order through simple notification to the Supplier and/or to terminate the agreement through prior notification to the Supplier (such termination will take effect at the end of the period indicated in the notification which may, however, not be less than fifteen (15) days). Such suspension or termination of the Order will be considered as occurring through the sole fault of the Supplier, under the terms and conditions set out in the clause entitled "Termination" hereof.

Notwithstanding any provision of this Agreement to the contrary and without prejudice to the above paragraph, the Supplier shall indemnify the Customer for all costs, penalties, damage and other injury and liability incurred by the Customer or by any other entity of Suez as a result of any breach by the Supplier of the provisions of this clause.

## 22 Termination

**22.1** Should a Party fail to perform any of its contractual obligations within a period of fifteen (15) days from the issuance of a written notice sent by registered letter with acknowledgment of receipt indicating the intention to invoke this clause, the other Party may terminate the Order as of right, without the need for any legal formality and without prejudice to any right to claim damages.

**22.2** The Customer may, without prejudice to any applicable laws, terminate the Order in the event of the Supplier's bankruptcy, dissolution or seizure of assets. Furthermore, in case of a direct or indirect change of control of the Supplier or sale of its business, the Customer shall have the option to terminate the Order as of right and without formal procedures, subject to a notice period of eight (8) days.

**22.3** *The Customer may terminate* the Order without the Supplier being at fault subject to a notice period of one (1) month. The Supplier may claim compensation from the Customer in an amount equal to the reasonable direct costs legitimately incurred to partially execute the Order which are justifiable by the Supplier, and without such compensation exceeding the amount of the Agreement. The completion or termination of the Order shall not affect any obligations that, due to their nature, shall survive, such as but not limited to obligations relating to the warranty, compliance with regulations, intellectual property or confidentiality.

**22.4** In case of improper or partial execution of the Order, the Customer may, after written notice, accept such improper or partial execution of the Order and request a proportional price reduction. If Client has not yet paid, the Customer shall notify the Supplier its decision to reduce the price as soon as possible.

## 23 Applicable law

All Orders, regardless of their form, are governed by the provisions of French law, at the exclusion of the Vienna Convention of April 11, 1980 on contracts for the international sale of goods.

## 24 Dispute resolution

In the event of a dispute, controversies or complaints, the Parties shall reach an amicable/mutual agreement within 45 days except in case of emergency. Failing that, the Parties may refer the matter to the courts. The only competent courts shall be the Courts of Paris, which shall have exclusive jurisdiction, even in.

Failing that, the competent Paris courts will have sole jurisdiction, even in case of a third-party complaint or cases involving multiple defendants.