

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF PRODUCTS AND/OR SERVICES

### **Article 1 – GENERAL PROVISIONS**

These General Terms and Conditions of Purchase ("T&Cs") apply to the purchase of all works, services, ("Services") or products ("Products") by ERAMET SA or its subsidiaries ("Customer") from the seller ("Supplier") to which they have been transmitted. All or part of the conditions may be waived by written agreement between the Parties under special terms and conditions.

The documents which set out the exclusive contractual commitment of the Parties ("the Contract" or "the Order") are, in decreasing order of priority: (i) The purchase order and any special terms and conditions, (ii) the specifications, (iii) these T&Cs, (iv) the Security procedures. The general terms and conditions of the Supplier referred to in the confirmation of receipt of the order are acknowledged merely for the administrative needs of the Parties, without them being accepted or considered to be included in the Contract unless the Parties have agreed in writing to incorporate all or part of these terms and conditions in the Contract.

Under the Contract, the Supplier is considered to be a professional in its field and is aware of the constraints of the Customer, notably in terms of quality, location, cost, and lead-times. It falls upon the Supplier, in its capacity as a professional in its trade, to confirm the consistency of the requests of the Customer and to advise it, particularly with regard to the best current practices and technologies during the performance of the Contract and to the appropriateness of the Order in view of the aims and specifications of the Customer. The Supplier must also ask for explanations and/or clarification from the Customer in the event that information is ambiguous and/or incomplete, in order to ensure that there is no error or omission that may result in the incorrect or incomplete fulfilment of the Order and to make any comments that it may find necessary regarding the documents sent by the Customer. Failing this, the Supplier may make no subsequent complaints, reservations or exceptions.

### **Article 2 – ACCEPTANCE AND MODIFICATION OF THE ORDER**

An Order is considered as accepted upon the transmission to the Customer of acknowledgement of receipt within two (2) working days of the transmission of the Order. If the Supplier fulfils the Order without having expressly notified the Customer of its refusal of the T&Cs, the Supplier shall be deemed to have accepted them. The Order shall then be fulfilled in accordance with the said T&Cs.

The Customer reserves the right to modify the Order during the performance of the Service and shall inform the Supplier accordingly. Furthermore, any modification made to an Order must be subject to an amendment accepted by the Supplier under the same conditions as stipulated above. The Supplier may make no modification of any kind to the Services ordered by the Customer without having obtained its prior written acceptance.

Under no circumstances may corrections requested of the Supplier to make the Supply compliant with the standards, best practices and/or the rules applicable to the Order be regarded as modifications.

### **Article 3 – SUB-CONTRACTING – INTUITU PERSONAE**

The Supplier may not assign and/or transfer an Order to a third-party (hereinafter a "Sub-contractor"), even free of charge, in full or in part, without the prior written consent of the Customer, failing which the Order may be cancelled.

The Supplier retains full liability for the Service and the Products and, in particular, for the progress of its subcontracted orders. It falls upon the Supplier to take all necessary measures to ensure that the Customer has, at any time, access to the place where Services are performed or the Products are manufactured (including by its Subcontractors) and all the documents concerning its organization.

The Supplier must inform its employees (regardless of the type and the duration of their employment contract), representatives, agents and

Subcontractors of the relevant provisions of the T&Cs as well as those for the Order, particularly those regarding health, safety and the environment. The Supplier must transfer to its Subcontractors all the relevant obligations arising from the Order and specifically check the qualifications and the certifications held by its employees, agents, representatives and Subcontractors.

### **Article 4 – LEAD TIMES**

The stipulated contractual dates are mandatory and considered an essential condition of the Order. In case the Supplier anticipates that the contractual dates may be exceeded, it must immediately inform the Customer of the extent and the reasons for the delay. The Customer then reserves the right to apply the provisions of articles 9 and 11 and to take all measures that it deems necessary in order to preserve its interests, including the cancellation of the Order according to the provisions of Article 16.2.

### **Article 5 – PRICES**

The Prices on the Orders are fixed and unmodifiable. They include all taxes (excluding VAT), contributions and insurance costs in accordance with the approved Incoterm. These prices also include all the supplies, associated means and services, all studies, the delivery of all required documentation and the Deliverables (as defined in Article 7.2), and staffing costs for the Supplier, subcontractors, and the tools and equipment required for the fulfilment of the Order.

It is expressly agreed that if certain details or accessories that, according to good practice, are required for the Service and/or the Products, are not specified in the Order, it shall fall upon the Supplier to include them, to proceed in good time with the necessary amendments and additions and to inform the Customer thereof without this giving rise to any increase in the price. When the place for the performance of the work/Services is known to the Supplier and stipulated in the Order, no surcharge on the price initially agreed by the Parties may be accepted by the Customer as a result of foreseeable local conditions (climate, hydrometry, etc.).

### **Article 6 – INVOICING – PAYMENT TERMS**

#### **6.1. INVOICING**

Invoices shall be issued for each payment period as specified in the relevant Order, and shall indicate the Order number, description, the rate and amount of tax and any legally required information. In case of a single invoice, it shall be issued after compliant delivery of the Products, the Service and/or Deliverables duly accepted by the Customer.

#### **6.2. PAYMENT TERMS**

Subject to the compliant delivery of the Products and Services, their correct receipt under the terms set out in Article 8, and the receipt of an invoice fulfilling the requirements under Article 6.1, payments shall be made by bank transfer before the 15th day of the month of the invoice date plus 30 days, and in any event, payment shall not exceed a clear 60 days from the invoice date. For Orders relating to transport services, the payment period is 30 days from the invoice date. The Customer shall be entitled to offset any debts that it is owed by the Supplier against debts that the Supplier may owe the Customer, regardless of the nature of the debt, including liquidated damages.

6.3 The Customer may withhold 5% of the value of the Order before tax as a guarantee if this has been agreed by the Parties under the special terms and conditions applicable to the Order. The amount withheld shall be payable on the expiry of the warranty period subject to the fulfilment of all the obligations of the Supplier, or upon provisional acceptance against a bank guarantee for the equivalent amount, at the expense of the Supplier.

6.4 The Customer may, if it wishes, obtain from the Supplier, at the Supplier's expense, a performance guarantee in the form of bank security equal to all or part of the cost of the Service, which may be released upon final acceptance of the Service. The guarantees and warranties referred to above should be issued by a bank approved by the Customer and should include an express waiver of the right to discussion and an undertaking not to enter into a dispute for any reason whatsoever.

6.5 the Supplier must inform the Customer in advance in the event of the assignment of its receivables.

#### **Article 7 - PERFORMANCE OF THE SERVICES AND MANUFACTURE OF THE PRODUCTS**

7.1 In the cases provided for by current legislation, the Supplier must, before starting work, prepare with the Customer a written prevention plan setting out the measures to be taken by both Parties in order to prevent potential risks.

7.2 The Supplier is required to provide, (i) within three (3) working days of the Customer's request, all documents regarding the detailed organization and the correct performance of the Services as well as those of its Subcontractors, and (ii) all documents formalizing the results or the progress and the status of the implementation of the Services ("the Deliverables"), according to the schedule provided for in the Order. They may be used freely by the Customer.

7.3 The Supplier will allow the Customer, or a third party appointed to this end, to inspect or control, subject to reasonable notice, the Services or the Products, the state of progress, the correct performance, or the means for fulfilling the Order, and the quality systems employed by the Supplier. Each Party shall assume the costs they incur related to the inspection. Operations for control, inspection and approval do not in any way reduce the contractual liability of the Supplier, in particular with regard to the extent of its own inspections. These do not equate to approval of the Services or Products and do not prejudice the Customer's right to refuse all or part of the Services upon delivery.

7.4 The Supplier shall inform the Customer of any event that may affect or compromise in any way the provision of the Products or Services, without this releasing it from its obligations.

#### **Article 8 – ACCEPTANCE OF THE PRODUCTS AND SERVICES**

8.1. Any delivery of Products, Services, Deliverables and/or associated services is subject to acceptance by the Customer, which may be formalized by a report or any other notification sent to the Supplier. This formality, which is distinct from the inspections performed during the performance of the Order, consists either of a provisional acceptance followed by final acceptance, or by a single acceptance. Only Products shall be deemed to be received within 30 days of delivery if, within this period, no reservation has been expressed by the Customer. It is further understood that acceptance constitutes only acknowledgement of a lack of apparent defects, and not approval of the Products.

8.2. The Services are subject either to a single acceptance (as described in Article 8.3), or provisional acceptance (as described in this Article) then definitive acceptance (as described in Article 8.3).

Provisional acceptance, where applicable, occurs after the performance of operational and/or performance tests, and is intended to check the overall compliance of the Services and Deliverables (quantity, quality, specifications, etc.) with regard to the terms of the Order. This implies the advance provision to the Customer of all the documents provided for in the Order (technical drawings and documents, list of spare parts, etc.). The fact that no non-conformities were discovered by the Customer may under no circumstances be invoked by the Supplier to release it from all or part of the warranties and responsibilities by which it is bound.

Provisional acceptance may be declared with reservations where they are minor. These reservations must be lifted by the Supplier in the prescribed time limits. Provisional acceptance may not be given if there are major reservations and the final delivery will then be declared non-compliant.

Unless otherwise specified in the Order, provisional acceptance or single acceptance marks the start of the standard manufacturer's contractual warranty.

8.3 Acceptance (or final acceptance where applicable) is the act by which the Customer acknowledges that the Services and Deliverables are

compliant with the Order specifications and that the Supplier has fulfilled all its contractual undertakings, without prejudice and subject to its responsibilities under ordinary law or the guarantees that remain applicable. Where provisional then final acceptance is envisaged by the Parties, final acceptance shall be given after provisional acceptance. Final acceptance following provisional acceptance or a single acceptance may only be given if all the reservations have been lifted (by bringing it into conformity and/or fully or partially replacing the Services, where applicable) within the time limit set by the Customer, and after all the documentation and Deliverables to be supplied have been sent.

8.4 In the event that the Service is non-compliant with any of the stipulations of the Order, the Customer reserves the right to cancel the Order pursuant to the provisions of Article 16.2 below, without prejudice to the application of liquidated damages for delay as provided for in the Contract or any other compensation for the damage suffered by the Customer.

#### **Article 9 – DELAYS**

If there is a delay in the delivery of any Product and/or the provision of any Service in contradiction with the agreed delivery schedule and due to the default of the Supplier, the Supplier shall be liable to pay liquidated damages. Unless specifically stated otherwise in the purchase order or in the special terms and conditions, such liquidated damages are 1% of the total Order amount per started day of delay, up to a maximum of 10% of the Order amount. In any event, liquidated damages are a genuine pre-estimate of the prejudice of the Customer and, and in the event the damage exceeds the above amount of liquidated damages, the Customer may claim the full amount of such excess damage. The rights of the Customer under this Article 9 are without prejudice and in addition to its rights to cancel an Order according to the terms allowed for in Article 16.2 herein. Payment of the liquidated damages do not exonerate the Supplier of its obligations under the Contract.

It is agreed that the liquidated damages shall be payable upon simple notification by the Customer, without prior formal notice, and shall be contained in a summary statement (monthly in case of recurring services) sent by the Customer. Liquidated damages shall result in: (i) the issue of an invoice to be paid by the Supplier within thirty (30) calendar days, or (ii) after notification of the Supplier, the deduction of the liquidated damages from the next invoice issued by the Supplier.

#### **Article 10 – WARRANTIES**

10.1 The Supplier warrants that the Products and the Service are compliant with the Order, the features and specified performances, the technical specifications, the state of the art, and with all legal obligations and standards in force. It guarantees the supply of the Deliverables within the agreed time limits. These requirements are an obligation of results for the Supplier. Unless otherwise specified in the Order, the warranty period may be no less than twelve (12) months from the compliant acceptance of the Service or the date of delivery of the Products.

10.2 The fact that the Customer may have knowledge of information communicated by the Supplier regarding the means that the Supplier shall use to achieve the above-mentioned results, and the Customer's knowledge in this area, or the approval by the Customer of a Deliverable, shall in no way release the Supplier from its obligation of results or of conformity of the Service or the Product.

In the event that the Supplier fails to achieve the above-mentioned results or fails to satisfy its obligation of results, the Customer may, after formal notification remained without effect in the time limit specified in the Order and without recourse to a court order or other legal proceedings, replace the Supplier (or designate a third party of its choice as a replacement), at the expense and risk of the Supplier.

Also, in case of failure by the Supplier and where the urgency of the situation so requires (in particular for safety reasons or when the equipment or production facilities are in danger), the Customer may, without recourse to a court order or other legal proceedings but by simple notice describing the circumstances, immediately replace the Supplier or one of its Subcontractors (or designate a third party of its choice), at the expense and risk of the Supplier.

10.3 For the Supplier, the warranties consist of replacing, restoring, repairing and/or completing and in general perfecting the Products or Services to make them entirely compliant and fit to provide the specifications and reliability required.

All expenses and charges incurred during the implementation of this guarantee shall be covered by the Supplier. The Supplier shall also be bound by the terms and conditions of any performance guarantees stipulated in the special terms and conditions of the Order.

Without prejudice to the foregoing provisions, the Supplier is bound by the statutory warranty against hidden defects. Anything that may have been replaced or repaired under the terms of the warranty stipulated herein shall be covered by an identical warranty covering the same duration and terms as the original warranty.

#### **Article 11 – LIABILITY**

The Supplier, as a specialist in the manufacturing and/or supply of the Products and/or performance of the Services it provides, is bound by a general obligation to provide advice and information directly or indirectly concerning the fulfilment of the Order.

The Supplier is liable, regardless of the reason, for any damage or loss caused by the improper performance or non-performance of the Service or by the Products. It is understood that the supply of Products or Services in accordance with the Contract, within the deadlines mentioned, constitutes an obligation of results.

More generally, the Supplier is liable under ordinary law for damages of any type of which the Customer, its agents, contractors or third parties may be victim or which their Products may suffer during the fulfilment of the Order. The Supplier expressly acknowledges that no limit of liability is accepted.

#### **Article 12 – INSURANCE**

The Supplier declares that it holds appropriate insurance policies, taken out with insurance companies of good standing, covering the financial consequences and its liability or that of its employees or contractors for direct and indirect damage that they may cause to the Customer and/or its facilities, furniture, equipment, personnel or to third parties during the fulfilment of the Order. The Supplier undertakes to provide proof of the payment of the corresponding premiums within three (3) calendar days of the request by the Customer.

#### **Article 13 – INTELLECTUAL AND/OR INDUSTRIAL PROPERTY, AND CONFIDENTIALITY**

13.1 In relation to the Service: The Customer shall, with the exception of the methods and expertise owned by the Supplier, become owner as they are produced of any document, Deliverable, dossier, report, drawing and more generally any element created by the Supplier under the terms of the Order, as well as any information, inventions with or without patents, any procedures, and any equipment, prototypes, test equipment, models, software (whether it be in the form of object code, source code or any other form), obtained, created or developed by the Supplier. In this regard, the Supplier undertakes to transfer to the Customer, in an exclusive manner, all the rights of use, representation, reproduction and adaptation for all the documents created under the terms of the Order, as well as all the intellectual property rights. This transfer that covers all fields, including the internet, shall take effect for the full term of the protection of the rights according to legislation in force, and in particular the provisions of the French Intellectual and Industrial Property Code.

13.2 In relation to the Products: The Supplier is and shall remain the owner of all rights, titles and benefits relating to all intellectual property rights over the Products, including, but not limited to, know-how, patentable and non-patentable inventions, patents, models, designs, plans, samples, technical specifications, trademarks and copyrights (the "Background IP Rights"). Supplier grants the Customer a license over its non-exclusive, non-transferable and revocable Background IP Rights that cannot be sublicensed (except to end customers) solely for the purpose of using and operating the Products or integrating the Products into the end customer's equipment in order to use and exploit the Products, to the exclusion of any other rights.

13.3 The Supplier shall hold harmless the Customer against any complaint or action undertaken by the beneficiary of any industrial or intellectual property right and in particular patent, brand, design, model etc. during the performance or the use of the Service or Product for the full duration of these rights.

13.4 The Supplier shall be required to compensate the Customer for any costs and damages entailed by a decision or award, particularly for infringement, arising from a court as a last resort or an arbitration tribunal competent to hear the dispute, including legal fees for representation and advice on patent law, compensation for infringement, fees for the

replacement or modification to reverse the infringement and damages for suspending the use of the infringing Product or Service.

13.5 "Confidential Information" means any information, processes, know-how, ideas, specifications and documentation that either Party may have communicated to the other in connection with the Products, the Services or its business and which relates to this Contract, including, inter alia, the price, specifications and design of the Products, information relating to staff, practices, customers or business strategies of either Party, and any information relating to the terms and conditions under which the Products or Services are sold under this Contract. Notwithstanding the foregoing, the following shall not be considered Confidential Information hereunder: Any information that (i) is already in the possession of the receiving Party at the time of disclosure by the divulging Party and continues to be treated as confidential information in accordance with the conditions under which it was obtained; (ii) is in or subsequently enters the public domain without any fault, action or breach on the part of the receiving Party; (iii) is lawfully obtained by the receiving Party from a third party having the right to disclose it; or (iv) is developed independently by the receiving Party other than in the performance of the contract, without using a piece of Confidential Information of the Party disclosing the information. The Parties shall not disclose and shall take the necessary measures to prevent any disclosure by their employees, representatives or assigns of the other Party's Confidential Information to any third party, unless it has obtained its prior written consent. Each Party shall use the other Party's Confidential Information solely for the performance of this Contract. The provisions of this Article 13 shall remain in force for five (5) years after the expiry of the Contract.

#### **Article 14 - RESPONSIBLE PURCHASING**

The Supplier undertakes to provide the Products and Services entrusted to it in accordance with the principles and commitments set out in the ERAFMET Supplier Code of Conduct, hereinafter referred to as the "Code of Conduct", available on the website: <https://www.eramet.com/fr/repository/achats.html>

The Supplier shall ensure compliance with the Supplier Code of Conduct at each stage of delivery of the Products and Services, including by its suppliers and subcontractors.

To ensure the proper application of the Supplier Code of Conduct, the Customer may invite the Supplier to carry out an online evaluation on a specialized independent platform. The costs relating to the registration or evaluation of the Supplier shall be at its expense.

The Customer may also ask to conduct an on-site audit of the Supplier in order to ensure that the Supplier Code of Conduct is being implemented properly.

If the results of the Supplier's evaluation or audit do not conform to Supplier Code of Conduct and expectations of the Customer, the Customer may propose an action plan to the Supplier to help improve its practices. The implementation of the action plan will then be followed up by the Customer on a yearly basis through an online evaluation or an audit.

Should the Supplier not be able to comply with any one of the principles and/or requirements set out in the Supplier Code of Conduct or refuse to implement it, or in the event of refusal to undergo an online evaluation or on-site audit at the Customer's request, the Customer reserves the right to terminate for breach all or part of the contracts entered into with the Supplier without this giving the Supplier any entitlement to compensation.

#### **Article 15 – FORCE MAJEURE**

Force Majeure covers any external event that is both unexpected and insurmountable that prevents the Party from performing its obligations. Neither of the Parties may be held liable for a delay or any other breach of its obligations under the terms of the Order when such a failure is due to a force majeure event.

In any case the following shall not be considered Force Majeure:

- strikes and, in general, the actions of its contractors, agents, authorized intermediaries and/or Subcontractors, as well as any shortcoming that may be due to any failure of materials or equipment used for the fulfilment of the Order;

- delays in the delivery of raw materials.

When a Party wishes to invoke Force Majeure, it must notify the other Party in writing immediately, or at the latest within eight days of the occurrence, of all elements justifying the unpredictable, insurmountable and external nature of the event that makes it impossible according to the Party to respect its obligations and the expected consequences for the fulfilment of the Order. Each Party shall bear its own costs and expenses resulting from the force majeure event.



## **Article 16 – SUSPENSION AND CANCELLATION OF THE ORDER**

### **16.1 Suspension**

The Customer may suspend fulfilment of the Order at its own discretion. In such cases, the Supplier shall bear the consequences of the suspension if it is less than 3 months. During the suspension period, obligations relating to confidentiality remain applicable, as shall any obligations which, by their nature, must remain in force.

### **16.2 Termination**

In the event of a failure to perform, or incorrect performance, or violation by the Supplier of one or more of its obligations under the terms of the Order, the Order may be cancelled automatically by the Customer within a period of fifteen (15) calendar days, or any other period agreed by the Parties, without prejudice to the application of liquidated damages for late delivery and/or compensation and/or damages that it may claim from the Supplier and without the Supplier being entitled to claim any compensation.

Even if the Supplier has not breached its contractual obligations, the Order may be cancelled at the Customer's discretion, subject to a notice period of thirty (30) calendar days following written notification sent to the Supplier. In such cases and only in the event of an Order placed in a fixed period, the Customer shall pay the Supplier all monies owed at the time of the effective and compliant termination of the Monies, particularly the work in progress which cannot be resold despite the implementation of reasonable remediation measures by the Supplier, to the suppliers of the supplier or third parties, or used for other customers or by the Supplier for its own needs. The payment will take account of advances, down payments or any other payments already made, without any further compensation. The Supplier shall provide the Customer with all supporting documents as necessary and sufficient for this purpose. In any event, the amount owed to the Supplier in this respect may not exceed the total amount of the Order.

## **Article 17 – CHANGE IN THE SITUATION OF THE SUPPLIER**

In the event of any major change to the financial situation of the Supplier, its structure, elements of control or its Management, or any collective proceedings, the Supplier is required to inform the Customer immediately. If such a change is, in the opinion of the Customer, of such a nature as to compromise the proper fulfilment of the Order, the Customer may require guarantees or cancel the Order under the terms of Article 16 herein, or to take any measure it deems necessary, subject to applicable law.

## **Article 18 - ETHICS AND COMPLIANCE**

Each Party undertakes to comply with national or international laws and rules relating to corruption, money laundering, bribery, tax evasion, labor, export control, health and safety and/or economic sanctions. If either Party fails to comply with such laws and regulations, it shall be deemed to be in material breach of their obligations under this Contract, which may result in termination of the Contract under the terms set out in the relevant clause hereof.

Each Party shall implement all means, processes and actions necessary to comply with the applicable laws and regulations.

Each Party warrants that neither it nor any person under its responsibility or acting in its name or on its behalf, and/or any subcontractor and/or supplier involved in the performance of the Contract, has granted, or will grant, any offer, remuneration, payment or benefit of any kind which constitutes or could constitute an act of corruption or attempted corruption, whether directly or indirectly, in view or in consideration of the awarding/performance of the Contract and/or any other advantage whatsoever. As such, it undertakes to inform the other Party immediately if it suspects or is aware of acts of corruption or related acts.

Each Party reserves the right to ask the other Party at any time for the immediate disclosure of the information necessary and/or deemed relevant to establish that it has complied, for the entire duration of the performance of the Contract, with anti-corruption laws. The Supplier undertakes to comply with the principles set out in the Customer's ethics charter and code of conduct at the address given in Article 14.

Each Party confirms that neither it, nor any person/entity that owns or controls it or that it owns or controls, is subject to economic and/or financial sanctions adopted by the United States, the EU (or its respective Member States) and the United Nations, in particular (collectively, the "Sanctions").

Each Party warrants that no delivery of products is intended for, or transits through, a country subject to Sanctions.

Each of the Parties undertakes to ensure that no payment is made via a country, bank or other entity or body in violation of the applicable Sanctions, including through persons subject to sanctions within the chain of contractual relations.

Each Party hereby agrees to indemnify, defend and hold harmless the other party and its officers, directors and employees against any complaint, claim, harm, costs, penalties and fines arising from any alleged breach of this clause by this Party.

## **Article 19 – PERSONAL DATA**

In the performance of these T&Cs, each of the Parties may collect and/or process the personal data of the other party. Consequently, each Party undertakes to comply with its obligations under data protection legislation (particularly Regulation 2016/679, the General Data Protection Regulation), whether as the Data Controller or Processor.

Each of the Parties therefore undertakes to:

1. comply with the principles set out in Article 5 of the General Data Protection Regulation.

2. take appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data and against accidental loss, destruction or damage of such data to ensure an appropriate level of security for:

a. damage that could result from unauthorized or unlawful processing or accidental loss, destruction or damage; and

b. the nature of the personal data to be protected.

3. maintain a written record of all categories of processing activities carried out on behalf of the Controller, including (i) the name and contact details of the controller, (ii) the categories of processing carried out, (iii) where applicable, transfers of personal data to a third country or an international organization (iv) a general description of the technical and organizational security measures put in place.

4. cooperate with the other party to enable it to assess and document the compliance of the processing of personal data carried out pursuant to these T&Cs, taking into account the nature of the processing and personal data.

5. not to share the other party's personal data with third parties without the express prior consent of the other party in writing.

6. to give notice, by email or any other means, of any personal data breach within a maximum of 48 hours after becoming aware of it. Such notification shall be accompanied by any relevant documentation to enable the Data Controller, where necessary, to notify the competent supervisory authority of such a breach (the description of the nature of the breach, the categories and number of data subjects, the description of the likely consequences of the breach, the description of the measures taken to remedy the breach, including, where appropriate, measures to mitigate any negative consequences thereof).

Each party shall make available to the other party the documentation necessary to demonstrate compliance with all its obligations and to allow audits and inspections to be carried out by the Controller or another auditor appointed by it.

In the event of termination of relations between the Parties, each Party shall cease to process the other Party's personal data and return and/or delete the personal data in its possession.

## **Article 20 – HEALTH, SAFETY AND ENVIRONMENT**

This Article sets out the Customer's HSE requirements for the Supplier's performance of the Services. The Supplier must request clarification from the Customer if it has any doubt as to the application of a particular provision. The Customer's clarifications shall take precedent.

The Supplier guarantee that, for the part he is responsible of, from production to delivery, he and its subcontractors are compliant with the SAFE standards of the World Customs Organization, declares he has the status of Authorized Economic Operator – Security and Safety or equivalent and commits himself to justify it at request of the customer.

During the performance of the On-Site Services, the Supplier must comply with the Applicable Laws and the Customer's HSE rules. The Supplier shall take all necessary measures to protect people, the Products and the environment during the performance of the Services.

The Supplier must, without limitation:

- Enforce among its staff, who remain under its responsibility, the Customer's health and safety rules and, more generally, any regulations applicable to the place of performance of the Services

- Prepare with the Customer a written prevention plan setting out the measures to be taken by both Parties in order to prevent potential risks
- Ensure that its Staff and Subcontractors have acquired the professional knowledge and skills relevant to their specific activities and tasks
- Demonstrate that the Staff of the Supplier and of its Subcontractors have received the necessary HSE training applicable to the Services to be performed on site
- Immediately cease, at its expense, any situation or activity under its control that is dangerous or harmful to the health of any person or that constitutes a threat to the environment
- Ensure that awareness of HSE among the Staff of the Supplier and its Subcontractors is constantly maintained and reinforced
- Ensure that its Staff and that of its Subcontractors involved in the performance of the Services are medically fit
- Notify the Customer of any incident or accident occurring during the performance of the Services, and provide and implement the associated corrective action plans as soon as possible
- Identify and assess the potential environmental impact of its activities and implement the appropriate mitigation measures to minimize this impact
- Apply the Customer's work permit system as applicable, including the associated additional permits and certificates
- Ensure that the Staff involved in the performance of the On-Site Services are always equipped with the appropriate Personal Protective Equipment (PPE)
- Keep, at its expense, the Customer's site and its surroundings clean and free from any debris and rubbish caused by the performance of the Services and, at the end of the Services, leave the Site clean and ready for use

The Customer has the right to inspect the sites and audit work files to verify the compliance of the Supplier and its Subcontractors with the HSE requirements as set out in this Contract. In the event of non-compliance by the Supplier or one of its Subcontractors with the above requirements, the Customer has the right to refuse the Supplier and/or its Subcontractors (as applicable) access to or continued presence on the Site.

All consequences resulting from the Supplier's failure to comply with the foregoing obligations, including the costs associated with the implementation of the measures taken by the Customer in the event of fault or negligence on the part of the Supplier and refusal of access to or continued presence on the Site, shall be the sole responsibility of the Supplier.

If the Supplier fails to perform any of the obligations set forth in this Article, the Customer shall have the right to terminate the Contract in accordance with Article 16.2 of this Contract.

#### **Article 21 – APPLICABLE LAW - SETTLEMENT OF DISPUTES**

The Order and, in particular, the terms of its performance and their consequences shall be governed by French law, or the law applicable at the Customer's site if it is located outside France.

Any dispute between the Parties regarding the existence, validity, interpretation, or performance of an Order, or of any of its clauses, which the Parties are unable to settle amicably, shall be exclusively submitted by the first Party to act to the competent of the registered office of the Customer.

## **ANNEX TO THE GENERAL TERMS AND CONDITIONS** **ENVIRONMENT, HEALTH AND SAFETY**

### **ENVIRONMENTAL CLAUSES APPLICABLE TO SUPPLIERS OPERATING ON A CLIENT'S WORKSITE**

#### **1. ADMINISTRATIVE**

- 1.1. The supplier must before commencing any work provide to the client:
  - the name and coordinates of its Environment, Health and Safety ("EHS") officer for the client's site,
  - copy of its personnel's and its subcontractors' personnel's clearances or certificates of proficiency necessary to execute the work, - copy of the its accreditations (e.g. COFRAC),
  - copy of the inspections certificates of any equipment used for the works (e.g. lifts, scaffolding, electrical installations, etc.) and if available,
  - history of its environmental and safety indicators, - copy of its ISO 14001, OHSAS 18001 or equivalent certificate.
- 1.2. The bringing in of hazardous products on the client's site is restricted. The supplier will conform to the applicable site rules including the prohibition of certain products. As soon as possible and in any case before commencing the work, the supplier must provide the client with a list, in French, of the hazardous products to be used as well as the Safety Data Sheets not older than five years old (as per the REACH regulation.) and the associated data sheet.

#### **2. PREVENTION PLAN**

- 2.1. A prevention plan will be signed by the client's site manager and the supplier's EHS officer. The supplier must participate in the pre-client's site inspection.
- 2.2. The supplier is responsible for the prevention plan training of its personnel and those of its sub-contractors intervening on the client's site and in particular of the safety and environmental rules.

#### **3. EMERGENCY ORGANIZATION AND PARTICIPATION**

- 3.1. The supplier must provide all means of safety prevention and emergency means (fire extinguishers, markings, carpet sealings, absorbents, antipollution kits, etc.) necessary for its intervention on the client's site. The equipment and vehicles used the supplier on the client's site must be compliant with applicable regulations.
- 3.2. All measures will be taken to control water and gas consumption as well as dust, sound and odor emissions.
- 3.3. Liquid hazardous products must be stored in fitted means supplied by the supplier. Compatibility rules for storage of products must be displayed by the supplier on the said means and the supplier must comply to the said rules.
- 3.4. The supplier will assume the evacuation and elimination of waste associated to its activity and the client's site waste (refractories, scrap, etc.) will be sorted in dumpsters proved for this purpose).
- 3.5. At the close of the client's site, the supplier will be responsible for its clean up and remediation.

#### **4. ACCIDENTS – INCIDENTS**

In the event of an environmental incident, the supplier will inform as soon as possible the client's site manager. An assessment of the incident will be jointly carried out by the supplier and the client's site manager; a corrective and/or preventive action plan may be implemented.

#### **5. AUDITS – INSPECTIONS**

- 5.1. The client's representatives may proceed with inspections/audits related to environmental matters during the work to assure compliance with this Annex, the Worksite rules and applicable regulation and laws.
- 5.2. Any non-compliance with this Annex may be a cause for exclusion of the supplier from the client's site and, as the case may be, termination of any order existing between both parties.

### **ENVIRONMENTAL CLAUSES APPLICABLE TO SUPPLIERS SUPPLYING OR TAKING DELIVERY OF PRODUCTS OR MATERIALS ON A CLIENT'S SITE.**

1. The supplier will conform to the applicable site rules and any regulation regarding the carriage of dangerous goods.
2. A prevention plan will be signed by the client's site manager and the supplier.
3. The supplier is responsible for the prevention plan training of its personnel and those of its sub-contractors intervening on the client's site and in particular of the safety and environmental rules.
4. The client's site manager may verify the presence of the Prevention plan in the suppliers vehicles and test the knowledge of the supplier's personnel on its contents.
5. Only authorized supplier personnel will enter the client's site.
6. The supplier will provide the client with a copy of receipts of permits to transport hazardous wastes.

### **ENVIRONMENTAL CLAUSES APPLICABLE TO SUPPLIERS NOT ENTERING A CLIENT'S SITE**

1. All deliveries must be accompanied with a Safety Data Sheet not older than five years old (as per the REACH regulation.)
2. All packaging and labels of hazardous products must be in conformity with applicable regulations.

### **SUPPLIER'S SUB-CONTRACTORS AND CARRIERS**

The supplier guarantees that its sub-contractors and carriers shall comply strictly with the terms of this annex.