

1 DEFINITIONS

The following definitions are considered to apply to both plural and singular use:

"**Article**" designates the article that appears in both the General Conditions and the Special Conditions of Contract;

"**Customer**" designates the Prime Contractor's customer;

"**Order**" designates the order(s) and its appendices that the Prime Contractor issues to the Subcontractor in application of the Contract;

"**Special conditions**" designates the special conditions of the Subcontracting Contract and its appendices, when these conditions have been established by the Prime Contractor, it being specified that the Special Conditions clarify and/or supplement the General Conditions;

"**General conditions**" designates the present general conditions of the Subcontracting Contract and its appendices;

"**Contract**" designates the subcontract concluded between the Prime Contractor and the Subcontractor, notably comprising the General Conditions, the Special Conditions (when these have been established by the Prime Contractor), the Order(s), as well as all the elements listed in Article 3;

"**Personal Data**" designates any information relating to an identified or identifiable natural person (hereinafter referred to as the "Concerned Person"); an "identifiable natural person" is deemed to be a natural person who can be identified, directly or indirectly, in particular in reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or several elements that are specific to their physical, physiological, genetic, psychological, economic, cultural, or social identity;

"**Prime contractor**" designates the ENDEL company (or one of the entities it manages within the meaning of article L233-3 of the Commercial Code) to which the Customer entrusts the performance of the Agreement;

"**Agreement**" designates the main contract concluded between the Prime Contractor and the Customer;

"**Party**" designates the Prime Contractor and/or the Subcontractor, depending on the designation of the contracting parties that appears in the Special Conditions and/or the Order;

"**Service**" designates any supply of material, product, works, services and/or operations falling within the scope of the Contract's Article 5;

"**Site**" designates the location where the Services are performed (specified in the Special Conditions or the Order);

"**Subcontractor**" designates the natural or legal person to whom the Prime Contractor subcontracts all or part of the Agreement;

2 OBJECT OF THE CONTRACT

2.1. Under the Contract, the Prime Contractor wishes to subcontract activities pursuant to the Agreement, within the framework of the provisions provided in Law No. 75-1334 of December 31, 1975, relating to subcontracting, and as a consequence, to entrust the Subcontractor with overall responsibility for performing the Services described in Article 5.

3 APPLICABLE DOCUMENTS

3.1 The Contract consists of the General Subcontracting Conditions, the Special Subcontracting Conditions (when these have been established by the Prime Contractor) that have been mutually agreed to after negotiation between the Parties in order to simplify the contractual process, the related Order(s), as well as all the documents listed in Article 3 of the Special Conditions, excluding the Prime Contractor's General Purchasing Conditions and the Subcontractor's General Conditions of Sale. The Parties expressly acknowledge that all the Contract's constituent documents have

been submitted to the Subcontractor ahead of time, allowing it the opportunity to debate all of them.

3.2. The contractual documents listed in Article 3 constitute the entire agreement between the Parties regarding its subject matter. Unless otherwise specified in the Special Conditions or the Order, these documents replace all declarations, commitments, oral or written communications, or prior agreements between the Parties that relate to the same subject. The Subcontractor certifies that it is fully aware of all the contractual documents listed in Article 3 of the Special Conditions, and in the case where the Subcontractor is required to intervene on-site, of the location of the Services and their performance conditions.

3.3. Unless otherwise specified in the Special Conditions or the Order, the stipulations featured in the different applicable documents are complementary; in the event that these are contradictory, the stipulations in the higher-level documents will prevail over the lower level.

3.4. In the event of ambiguity or discrepancies, the Prime Contractor will provide explanations concerning the applicable documents in the form of written instructions to the Subcontractor, at the latter's request. This clause does not exempt the Subcontractor in any way from analysing the documents and technical or functional information provided by the Prime Contractor and that the Subcontractor is required to use and apply in the context of performing the Services.

4 ENTRY INTO FORCE AND DURATION

4.1. Unless otherwise specified in the Special Conditions or the Order, the Contract takes effect on the date it is signed by the last Party (hereinafter "the Date of entry into force"). If it has not been signed by the Subcontractor, the commencement of the Service's performance will be considered as an unreserved acceptance of its terms and conditions.

4.2. Unless otherwise specified in the Special Conditions or the Order, the Contract will end on the last expiry dates of the guarantees that the Subcontractor is responsible for under the Contract.

5 DEFINITION OF SERVICES

5.1. The Subcontractor undertakes to perform the Services defined in Article 5 of the Special Conditions, and/or the Order.

5.2. These Services will be performed in compliance with all the conditions of the Contract, the laws and regulations in force, as well as the best industry practices.

5.3. The Subcontractor accepts its obligation to achieve a result. Accordingly, it undertakes to ensure that the performance of the Services is capable of providing a complete functional assembly in perfect working and operating condition in accordance with the standards and regulations in force, and more particularly in accordance with any normative reference referred to in the Special Conditions and/or the Order. The Services must be completed in accordance with the best industry practices and the laws, regulations, and standards in force, and must be performed in accordance with the requirements and specifications of the Contract.

5.4. As the Subcontractor is recognised as a specialist and professional in its field of activity, the Subcontractor is thus required to provide the Prime Contractor with any advice, information, or warning about any element related to the Services, and must inform the Prime Contractor of any new features and/or the development of new techniques related to the Contract.

5.5. All works are an integral part of the Subcontractor's obligations, even when they are not explicitly specified or described in the Contract but may be required for this Service.

6 SERVICES' CONDITIONS OF PERFORMANCE

6.1. The Subcontractor hereby expressly acknowledges that it has had and continues to have the opportunity to familiarise itself with the conditions of the main Agreement concluded between the Prime Contractor and the Customer.

- 6.2. Co-activity:** The Subcontractor has considered the fact that its activity would be performed simultaneously with other companies. The Subcontractor has considered all the above elements in its costing and may not claim any surcharge and/or compensation and/or time extension as a result of this situation.
- 6.3. Restoration/cleaning upon completion of the works:** the Subcontractor will have sole responsibility for cleaning and restoring the worksite, third-party possessions, and public roadways to their original condition following the completion of its Services. In the event of non-compliance with the obligations specified in this Article, the Prime Contractor reserves the right to have this performed by a third party at the Subcontractor's risk and expense.
- 6.4.** The Subcontractor is committed to providing the Prime Contractor, using the ENDEL Supplier documentary monitoring platform, with any documentation that is required by the legal provisions in force and all the information and documents necessary for preparing and performing all the Services, under penalty of termination as provided for in Article 23 of these Conditions, in particular:
- 6.4.1. the provision of the following documents at the conclusion of any Order greater than or equal to five thousand (5,000) euros, then every six (6) months until the performance of the Services is completed, dated more recently than six (6) months, with a translation in French if applicable:
- 6.4.1.i) an attestation concerning the provision of social declarations and the payment of social security dues and contributions provided for in Article L. 243-15 of the Social Security Code, delivered by the social protection organisation responsible for the collection of membership fees and contributions (URSSAF or equivalent); If the Subcontractor is established outside France, a document from the host country organisation that manages the compulsory social security scheme stating that it is up to date with its social declarations and payments of related contributions.
- 6.4.1.ii) a copy of the excerpt of enrolment in the trade and companies register (K or Kbis excerpt), or in the trades directory; If the Subcontractor is established outside France, any document certifying its registration delivered by the authorities that manage the professional register in the country of establishment.
- 6.4.1.iii) In the event that foreign workers are employed (non-EU, EEA, or Swiss nationals) who require work permits: a list of names, established from the official employee register, specifying each employee's date of hiring, nationality, and type and serial number of work permit; and
- 6.4.1.iv) When the Subcontractor is established or domiciled outside France:
- A sworn statement specifying the company name, signature, and contact details of its legal representative, certifying that the Subcontractor has paid any outstanding sums related to administrative fines;
 - Acknowledgement of receipt of the posting declaration made on the Ministry of Labour's "SIPSI" tele-service in accordance with article R1263-3 of the Labour Code;
 - A document for each posted employee attesting to the legality of their social situation in terms of Regulation (EC) No. 883/2004 of April 29, 2004
- 6.4.2. when the Agreement is passed by a legal person under public law or a legal person subject to advertising and competition rules for awarding its contracts, the provision of
- 6.4.2.i) a sworn statement indicating that the Subcontractor is not concerned by any of the cases prohibiting bidding provided for in Articles 45 and 48 of Ordinance No. 2015-899 of July 23, 2015, relating to public contracts and that it is in good standing with regard to Articles L. 5212-1 to L5212-11 of the Labour Code concerning the employment of disabled workers;
- 6.4.2.ii) in addition, if the public contract relates to a defence or security contract, the Subcontractor provides a sworn statement indicating that it is not concerned by any of the cases prohibiting provided bidding provided for in Article 46 of Ordinance No. 2015-899 of July 23, 2015;
- 6.4.2.iii) the Prime Contractor may request information and documents to justify to the Customer the Subcontractor's ability to exercise its professional activity, its economic and financial capacities, or its professional and technical capacities;
- 6.4.2.iv) the specific authorisations, information, supporting documents, justifications, quality certificates, listed in the Decree of March 29, 2016 (NOR: EINM1600215A) that may be requested by the Customer;
- 6.4.3. Provide, when justified by the object or the performance conditions of the Agreement, all information relating to the Subcontractor's pre-authorisation or prior authorisation request in application of articles R. 2311-1 and in accordance with the defence code relating to the protection of national defence secrets;
- 6.4.4. Provide the Prime Contractor, in a timely manner, with the documents listed in the Special Conditions and/or in the Order, and in particular those relating to health, safety, and the environment, in application of the legal and regulatory provisions in force;
- 6.4.5. Provide full details of the personnel and equipment implemented for performing the Services;
- 6.4.6. Inform the Prime Contractor of any significant change in its organisation;
- 6.4.7. Facilitate the management of off-site measures for the supply of equipment or materials;
- 6.4.8. Report on all the constraints concerning on-site organisation and the execution of the Services;
- 6.4.9. Provide any observations which it deems appropriate in terms of the best industry practices, in particular on the design or execution studies that are provided, and at the Prime Contractor's request;
- 6.4.10. Provide proof of their professional qualification or classification relative to the Services.
- 6.5.** The Subcontractor undertakes to:
- 6.5.1. Comply with the requirements of the Prime Contractor and the Agreement unreservedly and without restriction;
- 6.5.2. Submit to any inspection relating to the performance of its obligations;
- 6.5.3. Immediately notify the Prime Contractor in writing of any observations or complaints directly addressed to it by the Customer or third parties, and abstain from directly providing the Customer with prices relating to modification Services and from executing any order that is directly given to it by any other party than the Prime Contractor;
- 6.5.4. Provide a written report of the difficulties it encounters within three (3) calendar days of their appearance.
- 6.5.5 The Subcontractor shall be required to immediately notify the Prime Contractor of any changes that impact its legal, administrative, or professional status.
- 6.6. Variations in the volume of Services:** the Subcontractor accepts increases or reductions caused by a variation in the volume of Services, or the types of these Services. The Subcontractor acknowledges that it has the capacity to handle an increase in the volume of Services of twenty-five percent (25%).
- 6.7. Additional works:** The Subcontractor accepts any additional work that the Prime Contractor reserves the right to request from it. Additional work is defined as any work that falls outside the definition of the entrusted Services.
- 6.7.1. The implementation of any additional work is subject to the Prime Contractor's notification of a work order;
- 6.7.2. Any additional work by the Subcontractor will be paid:
- 6.7.2.i) Either by applying the initially agreed rates and prices of the Services,
- 6.7.2.ii) Or by the use of cost-plus pricing, to be agreed upon,
- 6.7.2.iii) Or by the mutual establishment of a new fixed price.
- 6.7.3. Any invoice relating to additional work that is not covered by a work order signed by the Prime Contractor cannot give rise to payment.
- 6.8. Representation of the Parties**
- 6.8.1. Representative of the Subcontractor
- 6.8.1.i) The identity and contact details of the Subcontractor's representative for the performance of the Services are specified in the Special Conditions.
- 6.8.1.ii) The Subcontractor must be permanently represented on-site by a qualified representative who has been approved by the Prime

Contractor, who is adequately authorised to make any useful decision, to provide all instructions to its company's personnel, and more generally to ensure the correct performance of the Services.

6.8.2. Representative of the Prime Contractor:

6.8.2.i) The identity and contact details of the Prime Contractor's representative for the performance of the Services are specified in the Special Conditions.

6.8.2.ii) The Prime Contractor is free to request that the Subcontractor replaces any of its employees the Prime Contractor deems undesirable, without any obligation to justify its decision.

6.9. The Subcontractor's human and material resources:

6.9.1. The Subcontractor undertakes to perform the Service(s) with its own staff (staff responsible for performing the work, supervisors, and managers), its equipment and materials;

6.9.2. The Subcontractor is responsible for the handling and lifting of all its materials;

6.9.3. The Subcontractor is committed to implementing all the resources that are required to meet the deadlines provided for in the planning and, if necessary, to increase these resources during the Services to compensate for any delays;

6.10. Pooling of material resources:

When it is agreed to pool machinery, devices, or special tools for a specific worksite, the conditions for pooling these material resources will be defined in the Special Conditions, and/or in the Order, and/or in a separate agreement.

6.11. Early provision - Partial commissioning:

6.11.1. The Prime Contractor may be called upon to temporarily take possession of all or part of the Services or operate all or part of the installation that is the object of the Services for the requirements of the works or at the Customer's request, and which the Subcontractor must then make available. A status report of the Services must be drawn up in the presence of both Parties both before and after they are made available or partially commissioned.

6.11.2. This provision results in the custody of the Services being transferred to the Prime Contractor during the period of early provision or partial commissioning, as the case may be.

6.11.3. The Subcontractor is informed that the Prime Contractor could, in the cases described in this Article, be required to order additional services for assistance with commissioning, maintenance, and/or the supply of spare parts to the Subcontractor and/or other services that enable the Prime Contractor to meet a request for early provision and/or partial commissioning formulated by the Customer.

7 COMMON CONSUMPTION EXPENSES - PRORATA ACCOUNT

7.1. In the event that the implementation of infrastructure is required to perform the Services covered by the Agreement, the resulting common consumption expenses may be debited from a pro-rata account and distributed in proportion to the sum of the statements cumulated by each related company.

7.2. By way of example, and without this list being exhaustive, these common expenses could be for water and electricity consumption, telephone charges, the cleaning of worksite offices, shared sanitary installations, security company costs, and any other expenses that would be expressly debited from the pro-rata account under the Agreement's contractual documents or following a decision of the contractually bound companies.

7.3. The list of the different types of expenses, the organisation of their allocation, the management and payment of the expenses to be allocated to the companies, will be fixed in either the Agreement or in the framework of a separate agreement relating to common worksite expenses.

7.4. Subject to the stipulations of article 7.3 above, in the event that the Subcontractor stands to benefit from the common worksite expenses, the Special Conditions of the Subcontracting Contract will stipulate the related common expenses and the percentage that is applicable on the amount of the Subcontracting contract.

8 ASSIGNMENT - TRANSFER - SUBCONTRACTING

8.1. The Contract is concluded in consideration of the Subcontractor's specific expertise and qualifications. Unless stipulated otherwise in the Special Conditions and/or the Order, the Subcontractor may not assign, transfer, or subcontract part of the Services, nor enter into any type of association whatsoever, without the Prime Contractor's prior written authorisation.

In the event of an assignment with a third party assignee, the Subcontractor remains jointly responsible for the full performance of the Contract vis-à-vis the Prime Contractor. Failing this, the latter may demand that the Subcontractor performs the Services in full, or terminate the Contract in accordance with Article 23.

The Prime Contractor reserves the right to transfer or assign freely to a third party of its choice, all or part of the Contract as well as the rights and obligations relating thereto, subject to written notification addressed to the Subcontractor.

8.2. In anticipation of the Prime Contractor's prior written authorisation, the Subcontractor, at the Prime Contractor's request, shall provide the Prime Contractor with sufficient proof of compliance with its legal obligations, as well as the compliance of its co-contractors and/or subcontractors with their legal obligations (in particular with regard to mandatory laws concerning social affairs), and must provide any document that is deemed necessary by the Prime Contractor, with the exception of purely financial clauses.

8.3. Unless stipulated otherwise in the Special Conditions and/or the Order, Subcontracting is limited to rank 1. The Subcontractor cannot subcontract all the Services of the Contract.

8.4. In the case of authorised subcontracting, the Subcontractor will ensure that its own subcontractors comply with the obligations arising from the Contract. The consent granted by the Prime Contractor will not release the Subcontractor from any of the contractual and legal obligations incumbent upon it with regard to its subcontractors, and more particularly in the case of an on-site presence. In any event, the Subcontractor shall remain solely responsible for its own subcontractors, suppliers, and other service providers, when applicable.

9 PRICES

9.1. The prices are specified in the Special Conditions, or failing that, in the Order.

9.2. Unless expressly stipulated otherwise in the Special Conditions or the Order, the prices are understood to be global, flat-rate, definitive, exclusive of tax, fixed, and non-revisable.

9.3. They are understood to cover the Services performed in accordance with the provisions of the Contract and the best industry practices that are applied globally to the Services. The Subcontractor acknowledges that it is in possession of all elements that enable it to set the price. As a result, no evaluation errors or difficulties in executing the Order can be asserted to claim a price supplement or any compensation for these reasons.

9.4. Any terms and conditions for updating and revising prices are set out in the Special Conditions and/or in the Order.

9.5. Included in the prices are notably:

9.5.1. The remuneration of the Subcontractor;

9.5.2. Team management and coordination expenses,

9.5.3. Travel expenses,

9.5.4. Expenses resulting from the verification of all contractual documents, plans, and other technical documents of any kind,

9.5.5. The costs of printing, reproduction, and provision of the deliverables included in the Services,

9.5.6. Architects' fees, expenses relating to design offices, technical inspections, allowances of notified bodies, inspection bodies, and expenses resulting from safety coordination;

9.5.7. Taxes of all kinds resulting from administrative decisions issued or to be issued in light of the performance of the works and the cost of all the Services covered by the Contract;

- 9.5.8. Insurance premiums provided for in the Contract;
- 9.5.9. Expenses for the acquisition or leasing, transport to worksite, assembly, operation, maintenance, repair, depreciation, insurance, and clearance of all the equipment and tools required for the preparation and complete performance of the Services;
- 9.5.10. The expenses incurred by the Subcontractor to ensure the safety of people and all those related to performance constraints;
- 9.5.11. The remuneration of its staff, including allowances, bonuses, and social contributions;
- 9.5.12. The supply of materials and products;
- 9.5.13. The necessary transport, unloading at the site, recovery from storage, and on-site assembly;
- 9.5.14. Evacuation of products to landfills, incineration plants, or sorting centres;
- 9.5.15. And in general, all expenses, costs, charges, taxes, and allowances of all kinds related to the performance of the Services.
- 9.5.16. As well as the allowances and other elements included in the Price listed in the Special Conditions, or the Order, if applicable.
- 9.6.** Construction, repair, cleaning, maintenance, transformation, and real estate demolition work performed by subcontractors are subject to a reverse charge mechanism in application of article 283, 2h of the General Tax Code. As a result, invoices for the aforesaid real estate works must be established exclusive of tax and bear the mention: "VAT exemption, article 283, 2h of the GTC - Reverse charge".

10 INVOICING AND PAYMENTS

- 10.1.** Unless otherwise stipulated in the Special Conditions or the Order, the invoicing period is at 100% on the acceptance date, except for the amount corresponding to the retention money guarantee defined below in article 11.1.
- 10.2.** Invoices are paid by bank transfer 60 days from the invoice's date of issue. In the event of late payment, the applicable interest rate will be equal to three (3) times the legal interest rate. Payments of interest for any late payments will not be applicable if the non-payment is the result of a disputed invoice or partial payment request, a non-conformity of the Supply, a contractual breach of the Subcontractor, or a case of force majeure.
- 10.3.** It is recalled that under article 242 nine A of the CGI, the invoice's date of issue constitutes a mandatory legal notice and must therefore be exact and correspond to the actual date the invoice is dispatched to its recipient. In addition, an invoice that is sent late compared to the written date that it bears is a potential source of error and can therefore compromise its correct processing. Consequently, any invoice revealing a delay of more than 7 calendar days between the written date that it bears and the date on which it is received will be returned to the Subcontractor for updating and will only be paid after receipt of the corrected invoice.
- 10.4.** The Subcontractor is required to issue its invoice as soon as the Services have been completed and is expressly committed to doing so, these conditions constituting a request for invoicing as soon as the sale or service has been performed.
- 10.5.** In addition to the legal disclaimers, the invoices must imperatively include the references of the Contract (notably including the Order number) and be accompanied, if applicable, by the acceptance reports of the Services subject to the invoicing.
- 10.6.** If the Special Conditions and/or the Order provide for payment by instalments, these will take the form of partial payments made to the Subcontractor upon presentation of invoices accompanied by monthly statements, the amount of these partial payments equalling the amount of the statements verified by the Prime Contractor. In this regard, the following provisions apply:
- 10.6.1. the Subcontractor presents his financial statements in accordance with the model and within the deadlines set in the Special Conditions and/or the Order;
- 10.6.2. the monthly statements must be accompanied by all the necessary supporting documents;
- 10.6.3. the payment is made after the invoices established on the basis of the approved statements have been accepted by the Prime Contractor;
- 10.6.4. when it is stipulated that the price is updatable and/or revisable, the payment for the updates and/or revisions is effectuated as indicated in the Special Conditions and/or in the Order.
- 10.7.** Under no circumstances can it be considered that the payments will lead to the Prime Contractor definitively agreeing on the Subcontractor's obligations.
- 10.8.** In the event that the Subcontractor does not perform one of its obligations within the deadline set in the Contract, in particular with regard to health, safety, and the environment, or does not provide all the documents requested by the Prime Contractor, the latter reserves the right to suspend the Service.
- 10.9.** When the legal compensation conditions are established, the Prime Contractor may offset any claims it may have on Subcontractor receivables, notably such as late payment penalties, with the sums that the Prime Contractor may owe to the Subcontractor. In the event of a shortfall in the monies owed under the Contract, the Subcontractor and the Prime Contractor will agree on the methods for recovering the payment of penalties (contractual compensation, credit, etc.). In the absence of agreement within fifteen (15) working days from the Prime Contractor's notification, the latter may recover this balance by any legal means.

11 HOLDBACK AND FINANCIAL GUARANTEES

11.1 Holdback - Substitution of the holdback

- 11.1.1. Unless specified otherwise in the Special Conditions and/or in the Order, a holdback equal to 5% of the amount of the Contract, inclusive of taxes, is applied at receipt to guarantee the Subcontractor's performance of the Services by covering potential reservations during acceptance by the Prime Contractor and/or the Customer or disorders occurring during the period of the perfect completion guarantee.
- 11.1.2. This holdback is registered or replaced, at the choice of the Subcontractor, by a joint and several guarantee of an equal amount, issued by a financial institution referred to in Decree No. 71-1058 of December 24, 1971.
- 11.1.3. The holdback is returned or the deposit is released under the conditions provided for by Law No. 71-584 of July 16, 1971, except when opposed due to the Subcontractor's non-performance of its obligations.

11.2 Performance guarantee

- 11.2.1. Unless stipulated otherwise in the Special Conditions and/or the Order, the Subcontractor shall establish a bank guarantee of performance relative to the execution of all the Services, at the latest on the signature date of all the documents constituting the Contract, that is recoverable at the first application. However, this guarantee cannot cover any reservations reported during acceptance procedures by the Prime Contractor and/or the Customer covered by the holdback, or the deposit referred to in Article 11.1.
- 11.2.2. This guarantee will be valid until the end of the contractual guarantee period.
- 11.2.3. Unless otherwise stipulated in the Special Conditions and/or in the Order, the amount of the performance guarantee is 10% of the total price of the Contract exclusive of tax.
- 11.2.4. The organisation providing the guarantee is chosen from among the third parties approved by the French Prudential Supervisory Authority (ACPR) cited in Article L. 612-1 of the Monetary and Financial Code or by the Committee of Insurance Companies cited in Article L. 413-1 of the Insurance Code.
- 11.2.5. The Prime Contractor is entitled to refute the organisation that must provide its guarantee.

11.3 Guarantee of Refund of Deposit

When the Special Conditions and/or the Order provide for the payment of a deposit to the Subcontractor, the Subcontractor is required to provide a bank guarantee covering the refund of the deposit to the Prime Contractor for an amount equal to the total amount of the deposit.

12 PERFORMANCE DEADLINES

- 12.1.** The Services must be performed within the deadline(s) specified:
- 12.1.1. in the Special Conditions, or
- 12.1.2. in the performance schedule annexed to the Special Conditions, or
- 12.1.3. in the Order.
- 12.2.** When all or part of the Services are performed by the Subcontractor outside its premises, the deadline for performing the Services includes the clearance of site installations and the restoration of land and premises to their original condition.
- 12.3.** If a period of preparation is provided for in the Contract during which certain preparatory measures must be taken and certain documents drafted that are required for performing the Services, this period is counted in the performance deadline for the Services.
- 12.4.** If an event occurs that is liable to compromise compliance with the performance deadlines, the Subcontractor must immediately inform the Prime Contractor in writing and rapidly implement the necessary measures, at its expense.

13 MODIFICATION OF PERFORMANCE DEADLINES

- 13.1.** The Prime Contractor is the unique entity authorised to modify the Service performance deadlines. This may not be opposed by the Subcontractor when the modification is particularly due to on-site interventions of other contractors or the Customer's requirements. Furthermore, if the start of a contractual period is delayed for reasons attributable to the Prime Contractor or to the Customer, the duration of the delayed operation cannot exceed the originally anticipated period, and the delay will not entitle the Subcontractor to any compensation nor entitle it to terminate the Contract.
- 13.2.** The Subcontractor must inform the Prime Contractor by registered letter with acknowledgement of receipt of any occurrences likely to cause the deadline to be overrun, within three (3) calendar days of their first appearance, under penalty of foreclosure. This letter must include any explanation deemed useful and any envisaged solutions.
- 13.3.** If the Subcontractor can provide evidence proving that these occurrences are not attributable to its lack of diligence or professional misconduct and that it has endeavoured to limit the impacts, the contractual deadlines may be extended. If the Subcontractor has not fulfilled its obligations at the end of this extended deadline, the contractual penalties are applied and calculated from the expiry of the initial period. In any case, no price revision shall be authorised for the period corresponding to the extended deadline.
- 13.4.** Extensions of contractual deadlines recognised by the Prime Contractor may not result in any compensation for the Subcontractor, in particular for its staff costs, capital investment costs of equipment, miscellaneous costs, and general overheads.

14 FORCE MAJEURE

- 14.1.** Force Majeure is understood to mean an event beyond the control of one of the Parties, which could not have been reasonably foreseen at the time of the Contract's conclusion, and whose effects could not be avoided by the taking of appropriate measures (according to article 1218 of the French Civil Code).
- 14.2.** Immediately following the occurrence of the case of Force Majeure, the Party invoking it shall notify the other Party by Registered Letter with Acknowledgement of Receipt, detailing the situation it is facing.
- 14.3.** If the impediment is temporary, the performance obligation is suspended and the deadlines are extended proportionally, unless the resulting delay justifies the termination of the Contract. When the delay caused by a case of Force Majeure exceeds one (1) month, consultation must take place between the Parties to decide on the future of the Contract and the resulting consequences.
- 14.4.** If the impediment is definitive, the contract is automatically terminated and the Parties are released from their obligations under the conditions provided for in articles 1351 and 1351-1 of the Civil Code.

- 14.5.** When a Party is confronted with a case of Force Majeure, this Party must take any reasonable measures that are required to limit the consequences of this case of Force Majeure on the execution of the Contract.

- 14.6.** In the event of Force Majeure, the obligations of the Contract that are not affected by such an event will remain applicable.

15 PENALTIES

15.1. Penalties for the late performance of Services:

- 15.1.1. The Subcontractor is required to comply with the obligatory global or partial deadlines specified in the Special Conditions, annexed to the Special Conditions, or in the Order. To this end, it is committed to implementing any resources that may be required to ensure the regular performance of its Services, in good time, and not to hinder the general progress of the Agreement, and more generally of the worksite.
- 15.1.2. Failure to comply with the contractual deadlines will result in the application of late payment penalties, the amount being specified in the Special Conditions or the Order, and without the Prime Contractor being required to justify any damages or provide prior formal notice. The penalties are incurred by the simple fact that a delay has been observed by the Prime Contractor.
- 15.1.3. If not stipulated otherwise in the Special Conditions or the Order, the penalties relating to non-compliance with contractual deadlines amount to 1% of the total amount of the Order, excluding tax, per calendar day of delay.

15.2. Penalties for the late transmission of documents:

- 15.2.1. Any delays in providing Subcontractor documentation may be sanctioned by a penalty, the amount which is set in the Special Conditions or the Order.
- 15.2.2. If not stipulated otherwise in the Special Conditions or the Order, the penalties relating to delays in providing documentation amount to 1% of the total amount of the Order, excluding tax, per calendar day of delay.

15.3. Penalties for failing to restore the site to its original condition:

- 15.3.1. Any delays in ongoing cleaning as the Services progress, as well as in restoring the site to its original condition at the conclusion of the Services, may be sanctioned by a penalty, the amount which is set in the Special Conditions or the Order.
- 15.3.2. If not stipulated otherwise in the Special Conditions or the Order, the penalties relating to insufficient cleaning or the failure to restore the worksite to its original condition amount to 1% of the total amount of the Order, excluding tax, per calendar day of delay.

15.4. Other penalties:

- 15.4.1. The other penalties applicable under the Contract are specified in the Special Conditions.

15.5. General provisions:

The Prime Contractor is authorised to claim the payment of penalties including after the Services have been accepted.

The payment of penalties does not release the Subcontractor from its contractual performance obligations and the payment of any potential damages.

The termination of the Contract does not cancel the application of penalties that would normally be due prior to this termination. In the event of termination, the penalties are applied up to and including the day that notification is given of the termination decision.

16 ACCEPTANCE

- 16.1.** Acceptance is simultaneous for all business lines and coincides with the acceptance pronounced by the Customer under the Agreement with regard to the Prime Contractor.
- 16.2.** The Subcontractor must implement any repairs or readjustments that are required to lift any reservations related to its Services within the deadlines set by the Prime Contractor and/or the Customer.

16.3. Failing this, and after formal notice remains unsuccessful, the Prime Contractor may perform the Services or have them performed within the given time limit by another company at the Subcontractor's expense and risk, who can not rightfully oppose it. The Prime Contractor also has the right to use the sums levied for the holdback, or of activating the bank guarantee that the Subcontractor provided in place of the holdback, in order to proceed with lifting the reservations at the Subcontractor's expense, and/or to oppose the release of this bank guarantee until its initial validity date has expired.

17 CONTRACTUAL GUARANTEES

17.1 Contractual Guarantee of Services

17.1.1. The Subcontractor guarantees that the Services will comply with the specifications and requirements specified in the Contract.

17.1.2. The Subcontractor guarantees the conformity of the Services after their acceptance and, in particular, that they will be free from any defect and any other kind of possible fault.

17.1.3. Consequently, the Subcontractor undertakes to remedy any non-compliance and defect impacting the Services after they have been accepted for a period of twenty-four (24) months from the acceptance date (unless otherwise specified in the Special Conditions and/or the Order) at its expense and risk, as soon as possible, and at the latest within the agreed deadlines. This notably includes travel, transport, parts, and labour costs.

17.1.4. Failing this, and ten (10) calendar days after formal notice by registered letter with acknowledgement of receipt has remained unsuccessful, the Prime Contractor may perform, or have performed by a third party, all the works and services that are required to compensate for the Subcontractor's non-performance, at the latter's expense and risk.

17.1.5. If all or part of the Services are repaired within the framework of the initial guarantee, a new guarantee will be issued (unless otherwise stipulated in the Special Conditions and/or in the Order) for a minimum period of twelve (12) months from the date that the Prime Contractor recognises the repairs, reworking, corrections, or replacements that are completed under the terms of the guarantee.

17.1.6. In addition, under the terms provided by applicable law, the Subcontractor is bound by all applicable legal guarantees and the guarantee against hidden defects.

17.2 Specific guarantees

17.2.1. The end Customer's guarantee requirements, and particularly the specific guarantees binding the Subcontractor (including the guarantees relating to paint resistance, corrosion-resistance guarantees, performance guarantees linked to attaining certain values specified in the technical specifications, without this list being exhaustive) are specified in the Special Conditions and/or in the Order.

17.2.2. If all or part of the Services are repaired within the framework of the initial special technical guarantees, a new guarantee will be issued (unless otherwise stipulated in the Special Conditions and/or in the Order) for a minimum period of twelve (12) months from the date that the Prime Contractor recognises the repairs, reworking, corrections, or replacements that are completed under the terms of the guarantee.

17.3 Spare parts guarantees

17.3.1. The period over which the Subcontractor is required to provide spare parts (or any equivalent parts) that are required to maintain the Services in good condition is specified in the Special Conditions and/or in the Order.

17.3.2. When this article is used in the Special Conditions and/or in the Order, the Price is deemed to include the cost of both these spare parts and their on-site delivery, or failing that, delivery to the premises designated by the Prime Contractor.

17.3.3. If the Subcontractor is incapable of providing these spare parts during the specified supply period, including when this is the cause of a court-supervised receivership or judicial liquidation proceeding, during the period of validity of the intellectual property

rights and to the extent of its freely available rights, the Subcontractor is obliged to grant the Prime Contractor the free licences, with the right to sub-license, that are required to manufacture and use the spare parts that it cannot supply, so that the Prime Contractor can exercise or have exercised the right to operate, modify, or adapt. This obligation is established on the basis of the price the Prime Contractor pays to the Subcontractor for executing the Contract.

17.3.4. If the Subcontractor intends to reduce or interrupt the supply of spare parts at the end of this period for any reason whatsoever, it shall inform the Prime Contractor within one year of the supplies reduction or effective interruption. In this case, the Subcontractor has the same obligation towards the Company as that mentioned in the previous paragraph.

17.4 Guaranteed availability of spare parts

The period over which the Subcontractor is required to guarantee the availability of spare parts is specified in the Special Conditions.

17.5 Sustainability of products - Obsolescence management

17.5.1. When the Services include finished products, equipment, machines, and/or devices (electronic or not), the Subcontractor undertakes to supply the Prime Contractor with the parts, components, and other elements that are required to use these products after the production of the said products, equipment, machines, devices has ceased or after they have been withdrawn from the catalogue, for a period specified in the Special Conditions and under reasonable conditions, notably in terms of price and delivery time.

17.5.2. The obligations contained in this Article 17.5 are applicable even if the Special Conditions and/or the Order do not mention specific periods of availability of spare parts.

17.5.3. When the Agreement specifies that the Prime Contractor is responsible for the production of an obsolescence management plan, the Prime Contractor may be required to request that the Subcontractor produces the same type of plan for the Services under the Subcontractor's responsibility. If this is the case, the Special Conditions will include the details of the elements, documents, certificates, and other obligations the Subcontractor is required to observe.

17.6 Duty to advise and inform

In the Subcontractor's capacity as a professional, it will inform, advise and warn the Prime Contractor throughout the duration of the Contract, on a continual basis and completely impartially, of any element or circumstance that the Subcontractor becomes aware of that could hinder the correct performance of the Services, where appropriate.

18 HEALTH, SAFETY, SECURITY, AND THE ENVIRONMENT

18.1. The Subcontractor is responsible for the application of the legal and regulatory measures in force relating in particular to health, hygiene, safety, prevention, and environmental compliance. As such, it plans and implements the measures enabling it to meet these obligations.

18.2. It also undertakes to comply with the measures implemented for the general worksite organisation and notably with any measures specified in the Special Conditions for its particular attention; it manages the risks associated with the Services entrusted to it with regard to its staff and any third party.

18.3. The Subcontractor is particularly committed to providing safety training for its staff before the start of the performance of its Services and to ensuring that the Prime Contractor is informed of any accident that occurs during the performance of the Services.

18.4. The Subcontractor undertakes to send any documentation that is required by legislation and regulations to ensure the management of risks associated with its interventions (risk analyses, operating procedures, etc.) at the Prime Contractor's simple request.

18.5. The Subcontractor declares to be fully aware of:

18.5.1. the Environmental Prevention Charters of the Prime Contractor, and

18.5.2. of the request for a mutual engagement between the Prime

Contractor and the Subcontractor for compliance with safety, prevention, and environmental protection rules.

18.6. The Subcontractor undertakes to send any documentation to the Prime Contractor upon simple request describing its health, safety, and environmental policy system, including the Subcontractor's certifications, policy, procedures, action plans, list of authorisations, etc., without this list being exhaustive.

18.7. The Subcontractor undertakes to provide general training to its employees on the work safety rules related to the equipment and products used on-site. It is personally responsible for any commuting accidents involving its employees caused by or in connection with the performance of the Contract, and work accidents of their own accord.

18.8. In the event of a proven breach of the site-specific safety rules during the provision of on-site Services (PPSPS, PDP, PGC and/or other Site instructions and/or the legislation in force), the Subcontractor will be the subject of a "safety observation" established by the Prime Contractor that gives rise to penalties, the unit costs, excluding tax, which are calculated using the following formula, unless stipulated otherwise in the Special Conditions and/or in the Order:

$P = V * R$ where:

P = the amount of penalties in Euros

V = 850 Euros excluding tax

R = the number of recorded safety observations

The total value of the penalties to be deducted at the completion of the Services will be the sum of the penalties applied during the Contract and will take the form of a credit note.

In the event that there are more than three (3) recorded safety observations, ENDEL will rule on the termination of the Contract at the Subcontractor's expense and risk and/or the Subcontractor's exclusion from its panel.

18.9. The Prime Contractor reserves the right to interrupt the Services on the Subcontractor's Site for as long as any corrective measures related to safety observations have not been implemented by the Subcontractor. As this period of interrupted on-site Services cannot be attributed to the Prime Contractor, it will not be invoiced to the latter.

18.10. The Subcontractor will retain full responsibility for the deadlines and the quality of the agreed Services in all circumstances.

18.11. In the event that the Prime Contractor provides the Subcontractor with resources (in particular equipment, materials, raw materials), the Subcontractor must ensure that these resources are suitable for their intended use and that they are compliant with the measures cited above. It must ensure their safekeeping throughout the period they are detained and used and maintain the safety devices in perfect condition.

18.12. The Subcontractor certifies and guarantees that the materials, products, equipment and/or devices that it has supplied comply with its obligations under Decree No. 96-1133 of December 24, 1996 (Amended by Decree No. 2001- 1316 of December 27, 2001, and Decree No. 2002-1528 of December 24, 2002) related to the prohibition of asbestos and the protection of workers against risks associated with inhaling asbestos dust.

18.13. The use of Carcinogenic, Mutagenic, or Reprotoxic substances, known as CMRs (lead, benzene, Refractory Ceramic Fibres (RCF), etc.) in projects, new applications, or modifications to existing applications is prohibited. When alternative technical solutions exist, the Subcontractor must not provide any material or equipment containing asbestos or RCF. If, however, the use of RCF is unavoidable, the Subcontractor must provide written certification that there is no technical alternative. The Subcontractor also undertakes to immediately provide all related supporting documents and certification.

18.14. Registration, evaluation, and authorisation of chemical substances (REACH regulation):

18.14.1. When the Subcontractor is a manufacturer, importer, or distributor of chemical substances sold to the Prime Contractor, either unaltered or contained in mixtures or articles, the Subcontractor

undertakes to comply with all of its obligations under European regulations No. 1907/2006 and 1272/2008 relating to the registration, evaluation, and authorisation of chemical substances (REACH regulation) on the one hand, and to the classification, labelling, and packaging of substances and mixtures (CLP regulation) on the other hand.

18.14.2. As part of this commitment, the Subcontractor will ensure it complies with any changes in the applicable regulations throughout the duration of the Contract, and to adapt its obligations towards the Prime Contractor accordingly.

18.14.3. As such, the Subcontractor will notably ensure that the substances it supplies are duly registered for the uses indicated by the Subcontractor. It will communicate the registration numbers of these substances as well as any registration updates.

18.14.4. In addition, the Subcontractor must inform the Prime Contractor as soon as it becomes aware that an application has been lodged for the potential inclusion of these substances on the European Chemicals Agency (ECHA) list of substances of very high concern. This duty to inform the Subcontractor will also apply to the sale of mixtures or articles containing these substances.

18.14.5. Furthermore, in the event that these substances are subject to authorisation or restrictions, the Subcontractor will inform the Prime Contractor in writing of the restrictions and prohibited uses impacting these substances, as well as of any potential replacement product.

18.14.6. The Subcontractor undertakes to inform the Prime Contractor, at least six (6) months in advance, if it wishes to either modify the components and/or technical characteristics of the supplied substances, mixtures, or items, or to stop marketing them during the term of the contract.

18.14.7. The substances and/or mixtures the Subcontractor sells to the Prime Contractor will be accompanied by any information the latter requires to use them safely, whether this is safety data sheets (SDS) or, if SDSs are not required, all the information referred to in Article 32 of the REACH regulation.

18.14.8. The Subcontractor guarantees the Prime Contractor against any financial consequences resulting from a failure on its part to fulfil its obligations under the REACH and CLP regulations, and by this clause, any limitation of liability provided for elsewhere in the contract shall not apply to the liability incurred by the Subcontractor in this regard.

18.15. Radiation protection requirements

When provided for in Article 3 "Applicable documents" of the Special Conditions, the Subcontractor is required to refer to and comply with the Appendix "Radiation protection Requirements".

18.16. Failure to comply with any of the obligations contained in this Article 18 constitutes a Terminating Event for the Contract.

19 QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS

19.1. The Contract is subject to the Quality Assurance requirements provided below in Article 19 of the Special Conditions, and in the Appendix when this is annexed to the Special Conditions or the Order.

19.2. The Subcontractor undertakes to provide the Prime Contractor with elements such as extracts from its Quality Manual and Quality Assurance Plan, that allow the Prime Contractor:

19.2.1. either to comply with the measures taken by the Customer relative to the operation's Quality system that appear in the Agreement,

19.2.2. or to check that the measures taken by the Subcontractor meet the requirements of the Quality system adopted by the Prime Contractor.

19.3. In addition to the documents that the Prime Contractor requests in the Special Conditions and/or the Order, the Subcontractor must provide the Prime Contractor with:

19.3.1. Its valid ISO 9001 certification;

- 19.3.1.i) Or its commitment to launch a Quality Management system certification process;
- 19.3.1.ii) Or, failing that, the "Quality Supplier Approval Questionnaire" (reference QPE-FO-0100-ANX01);
- 19.3.2. Its external commendations in terms of quality (customer qualifications, approvals, etc.);
- 19.3.3. The monitoring of indicators defined under the Contract and/or the Agreement;
- 19.3.4. The Subcontractor's operational organisation chart relating to the Services;
- 19.3.5. The formal treatment of any discrepancy related to the Contract (Description and actions decided);
- 19.3.6. The reports relating to the Services;
- 19.3.7. Equipment certificates (materials or consumables);
- 19.3.8. Certificates of conformity for the services provided (in particular the manufacturing files, EC certificates, without this list being considered as exhaustive);
- 19.3.9. TQC plans, general drawings, welding records, as well as any similar documents listed in the Special Conditions and/or the Order.
- 19.4.** The Subcontractor is required to comply with and/or respond to any intervention and/or audit performed by the Prime Contractor's Quality System Management (DQS), and/or the Health, Safety, Security, and Environment Management (D3SE).
- 19.5.** When the Prime Contractor authorises the Subcontractor to subcontract part of the Services, the Subcontractor must ensure that its own subcontractors comply with the obligations arising from this Article 19.
- 19.6.** The Subcontractor's failure to comply with one of the commitments defined above constitutes a Terminating Event.

20 INSPECTION

- 20.1.** The Prime Contractor, in the possible presence of the Customer(s), reserves the right at any time to:
- 20.1.1. monitor the progress of the Services,
- 20.1.2. to inspect, test, examine the materials, supplies, machinery, and equipment supplied by the Subcontractor that is used or that will be used in the context of the Services,
- 20.1.3. perform any audit that it deems useful for verifying that the Subcontractor complies with its obligations concerning Personal Data as defined in the Contract.
- The Subcontractor will be responsible for ensuring that its own suppliers or approved subcontractors comply with the same obligation.
- 20.2.** The Prime Contractor may outright refuse, without any kind of compensation, all materials, supplies, machines, and equipment that are not compliant with the technical specifications in terms of both the quality and quantity specified in the contractual documents, with the standards and regular tolerances, as well as the legislation in force. Any items that are refused will be replaced or repaired by the Subcontractor at its own expense.
- 20.3.** These inspections cannot be assimilated with even a partial acceptance of the Services. The same applies in the case that the Prime Contractor does not perform an inspection.

21 CONFIDENTIALITY

- 21.1.** In the context of the performance of the Services, the Parties are required to exchange or have access to "Confidential Information".
- 21.2.** The following is considered to be "Confidential Information":
- 21.2.1. all information relating to expertise, manufacturing processes, inspection measures, economic and commercial data,
- 21.2.2. plans, calculation notes, written documents, and generally any documents and information, whatever the medium, which are provided to perform the studies or the Services,

21.2.3. any information held by a Party that it considers confidential, provided that this information is clearly identified as confidential at the time it is communicated, either in writing or orally, and is subsequently confirmed to be confidential in writing.

21.3. The recipient Party agrees not to use the Confidential Information for personal purposes, nor to disclose it in any way over the term of the Contract and subsequently for a period of three (3) years (unless otherwise stipulated in the Special Conditions), except with the other Party's prior written consent.

21.4. The Parties undertake to:

21.4.1. Protect confidential information and ensure it remains confidential,

21.4.2. Take any useful measures, in particular contractual, aimed at ensuring that their employees, subcontractors, suppliers, and any natural or legal person they have appointed to perform the Contract respect the confidentiality of the information which they could gain knowledge of in the context of the Contract's performance.

21.5. Each Party must immediately notify the other of any detail that could provide grounds for suspecting a breach of the obligations arising from this Article 21.

21.6 Activities subject to national defence secrecy or restricted distribution

If the Subcontractor becomes aware of information defined as sensitive or restricted in accordance with the legislative and regulatory provisions related to the protection of national defence secrets, it undertakes to take all useful measures to ensure the protection of the information or classified media that it will be required to use and/or hold in the context of the Order.

The Subcontractor acknowledges it is familiar with the texts dealing with its obligations that result from the knowledge and/or the possession of classified Information or media covered by national defence secrecy, and more specifically:

- of the Defence Code;
- of the Penal Code, in particular, its Articles 413-9 to 413-12;
- of the Decree of August 9, 2021, approving the general inter-ministerial instruction No. 1300 on the protection of national defence secrets.
- is familiar with Appendix 1 and paragraph §1.3.2 of the IGI 1300 in force.

The Subcontractor declares that it complies with its obligations resulting from the application of these provisions as well as those arising from all legislative and regulatory texts concerning the protection of national defence secrets.

The Subcontractor must hold valid authorisation at the required level in order to execute the Order. It takes all the measures that are necessary to comply with this obligation, in particular those relating to its renewal.

In the event that this authorisation is forfeited during the contract performance, it shall be automatically terminated by the Prime Contractor, in whole or in part, without compensation.

The Subcontractor acknowledges that all personnel working under its responsibility to perform the services, in any capacity whatsoever, have signed an individual declaration attesting that:

- they are familiar with articles 413-9 to 413-12 of the penal code.
- is familiar with Appendix 1 and paragraph §1.3.2 of the IGI 1300 in force.
- they do not know or possess information that is covered by national defence secrecy, under penalty of criminal prosecution.

Personnel participating in the production of the Supplies and who require knowledge of classified Information or media must first be authorised to the required level. The Subcontractor takes all the measures necessary to comply with this obligation, and in particular those relating to the renewal of their authorisations.

The Subcontractor ensures that the list of authorised personnel executing the Order is updated. It is communicated to the Prime Contractor at the first request.

The Subcontractor is committed to informing its authorised personnel of the secret nature of the services and of their obligation to ensure the confidentiality of any Information or classified media they may become aware of and/or have in their possession.

As such, the Subcontractor ensures that its authorised personnel sign the commitment of responsibility provided for in the aforementioned instruction.

The Subcontractor may become aware of information or media during the execution of the Order which, without being covered by national defence secrecy, bears the mention "limited distribution" thus meaning that it cannot be made public. The Subcontractor is committed to complying with the provisions of the aforementioned instruction for this information and media.

The Subcontractor undertakes not to subcontract any of the contract's classified services, except when this has been specifically authorised by the Prime Contractor in writing.

The Subcontractor undertakes to ensure that the subcontracting companies comply with the provisions of this article.

The Subcontractor shall inform the Prime Contractor of the completion of the Order's classified services within one month. In the event of non-compliance with these provisions, the Supplier incurs a pecuniary penalty of 1,000 euros per calendar day of delay.

Any breach or non-observance of the aforementioned provisions by the Subcontractor or its subcontractors, even in cases where this results from carelessness or negligence, may bring about the automatic termination of the contract, in whole or in part, without compensation, and the withdrawal of the Supplier's authorisation to access classified Information or media, without prejudice to the penalties provided for by the provisions of articles 413-9 to 413-12 of the Penal Code.

22 INTELLECTUAL PROPERTY - COUNTERFEIT

22.1. Specific elements

The price referred to in Article 9 includes, without a specific mention being required on this subject, the acquisition of the intellectual property rights associated with the specific elements produced by the Subcontractor and delivered to the Prime Contractor (including plans, studies, manuals, and documents). As a consequence, the Subcontractor assigns all the exploitation rights of these specific elements to the Prime Contractor, on an exclusive basis, in particular the rights of reproduction, representation, translation, adaptation, and marketing for all types of media and use. This assignment is effective for the duration of the intellectual property rights, in all countries, and all languages. This transfer of intellectual property becomes effective as and when these specific elements are produced.

22.2. Non-specific elements

In the case that the Services include non-specific elements protected by intellectual property rights that the Subcontractor provides the Prime Contractor (in particular non-specific plans, manuals, documents, and software), the Subcontractor concedes a right of use and reproduction, representation, translation, and adaptation of these non-specific elements to the Prime Contractor, at no additional costs and on a non-exclusive basis, for the latter's own user requirements and for those of the Customer. This licence is granted for the duration of intellectual property rights, in all countries, and for all types of media.

In the event that the Prime Contractor transfers equipment or an asset incorporating or using a non-specific element to a third party, the Prime Contractor's use right, as defined above, is transferred to the third party assignee at no additional cost.

22.3. Counterfeiting: The Subcontractor declares that either it is the holder of all the intellectual property rights relating to the supplied elements, or that it has obtained the necessary authorisations from the third-party holders of these rights so that the Prime Contractor can freely use these elements under the conditions defined in Articles 22.1 and 22.2.

The Subcontractor guarantees the Prime Contractor against any third-party claim or action for counterfeiting or other infringement of their intellectual property rights, and compensates the Prime

Contractor for all the potential consequences, notwithstanding any limitation of liability clause that is agreed to elsewhere. In the event that the Prime Contractor or Subcontractor identifies a risk of claim or action, the Subcontractor undertakes to take all the measures required to eliminate the risk of counterfeiting or other infringement.

If it is alleged that the use of an element that is the subject of the Services is prohibited, the Subcontractor must, at its own expense and at the Prime Contractor's discretion, either replace the element that is allegedly prohibited, or modify it in such a way that the counterfeiting or other infringement is eliminated in compliance with the contractual specifications applicable to this element. These replacements or modifications must be performed within a deadline that is compatible with the requirements of the Prime Contractor and those of the Customer. Failing this, the Subcontractor undertakes to reimburse the Prime Contractor for the price of the Services.

The above stipulations do not affect the Prime Contractor's right to claim any damages from the Subcontractor and to terminate the Subcontractor Contract.

22.4. In the event that the Contract is terminated at the benefit of the Prime Contractor, the Subcontractor is henceforth committed to allowing the immediate use of the specific patented or non-patented processes of which it is the holder and which are required to complete the Services.

23 RECOURSE IN THE EVENT OF SUBCONTRACTOR FAILURE

23.1 Default events and notification

23.1.1. If the Subcontractor:

23.1.1.i) assigns or subcontracts all or part of the Contract outside the framework of the authorised assignment or subcontracting provided for in the Contract; or

23.1.1.ii) suspends the progress of the Services without valid reason; or

23.1.1.iii) fails to meet the Services' delivery or performance deadline stipulated in the Contract; or

23.1.1.iv) fails to fulfil a substantial obligation under the Contract; or

23.1.1.v) fails to obtain the authorisations, certifications, or external commendations required under the Contract; or

23.1.1.vi) abandons or refuses to continue the Contract or finds it impossible to continue the Contract due to the Services being the subject of a suspension measure pronounced by the competent authorities; or

23.1.1.vii) has not obtained the required administrative authorisations, permits, qualifications, and insurance policies within the prescribed period and subsequently fails to maintain them in force in accordance with the Contract; or

23.1.1.viii) is delayed or prevented from providing and/or executing the Services because an attachment order, seizure, expropriation, or execution procedure is imposed, initiated, applied, or obtained on or against the Services and/or a substantial part of the Subcontractor's assets; or

23.1.1.ix) breaches its commitments due to any other event specified as a Default event in the Contract;

(each of these circumstances being hereinafter referred to as a "Default event"),

The Prime Contractor may notify the Subcontractor by registered letter with acknowledgement of receipt of its intention to apply one of the remedies provided for in Article 23, within ten (10) calendar days. When this notice expires, and unless the Subcontractor has remedied the Default event during this period of ten (10) days or, at the Prime Contractor's sole discretion, has begun to diligently remedy it, the Prime Contractor may have recourse to one or several of the remedies stipulated in Article 23, without completing any legal formalities.

However, this notice will not be required for events (i), (iii), (vi), (viii) in the case of non-compliance with the provisions of the above article 6.4, or in the event of an emergency.

In any case, all the sums corresponding to the suffered losses will be automatically charged to the Subcontractor and may, among other things, be deducted from the accounts of the Services notwithstanding any recourse in the event of a shortfall.

23.2. Suspension

Subject to the stipulations of Article 23.1 above, when a Default event occurs, and at any time following the occurrence, the Prime Contractor may suspend the performance of its obligations under the Contract by notifying the Subcontractor in writing by registered letter with acknowledgement of receipt (and without the necessity of any additional formality) as long as the said Default event is ongoing.

23.3. Substitution without termination

23.3.1. Subject to the stipulations of Article 23.1 above, and at any time following the occurrence of a Default event, the Prime Contractor may compensate for the Subcontractor's non-performance by personally performing these obligations, or by having them performed by a third party, at the Subcontractor's expense, by notifying the Subcontractor in writing by registered letter with acknowledgement of receipt (and without the necessity of any additional formality) as long as the said Default event is ongoing. The Subcontractor will nevertheless do everything reasonably possible to continue to perform its Contractual obligations that remain unaffected by the substitution.

23.3.2. Prior to the substitution of the Subcontractor, the Prime Contractor will compile a report, if possible in the presence of both Parties, establishing the progress of the Services and a descriptive and estimated inventory of the supplied equipment and materials and the company's equipment that is present on-site. The Prime Contractor's choice of equipment and/or materials will be then handed over. As soon as the report is established, the Subcontractor is required to monitor the operations, but without being able to hinder the execution of the Prime Contractor's orders.

23.3.3. Any over-expenditure resulting from the substitution will be deducted from the sums due to the Subcontractor, without prejudice to the Prime Contractor's right to bring any action against the Subcontractor in the event of a shortfall.

23.3.4. If the substitution leads, on the contrary, to a decrease in expenditure, all savings shall be forfeited to the Prime Contractor.

23.3.5. In the case of urgent Services that are justified by a state of absolute necessity, if the Prime Contractor's orders and emergency request are not satisfied within twenty-four (24) working hours, the Prime Contractor may have the Services performed at the Subcontractor's expense, and without further formality. These Services are the immediate subject of a report established in the presence of the Subcontractor who is duly summoned, or who will be notified of this report if absent.

23.4. Termination for Subcontractor failure

23.4.1. General information

Subject to Article 23.1, the Prime Contractor may terminate the Contract by notifying the Subcontractor in writing by registered letter with acknowledgement of receipt (without the necessity of any additional formality).

23.4.2. Value on the termination date

As soon as possible after the Contract has been terminated by the Prime Contractor, it will calculate the "Value at the termination date", which is the difference between the amounts already paid to the Subcontractor by the Prime Contractor under the Contract, and:

23.4.2.i) the costs of the Services performed on the termination date, excluding all profit elements of any kind, and

23.4.2.ii) the costs of equipment and materials definitively engaged for performing the Services (in other words, the equipment and materials ordered for the performance of the Services which have been delivered to the Subcontractor or for which the Subcontractor is obliged to accept the delivery), excluding all profit elements of any kind.

23.4.3. Consequences of the termination and Prime Contractor's rights

23.4.3.i) Without prejudice to Article 23.5, when the Contract is terminated the Prime Contractor shall have the right, but not the obligation:

- (a) to complete the Services itself or to engage another contractor to perform the Services for the Prime Contractor's benefit; and

- (b) to ask the Subcontractor to assign to it all the benefits of any agreement for the supply of all goods or equipment and/or for the execution of all services or works, including any related guarantees that the Subcontractor has entered into for the purposes of the Agreement; and
- (c) to suspend any other payment to the Subcontractor,

23.4.3.ii) If the Prime Contractor decides to correct and complete the Services, it will be entitled to claim the additional costs from the Subcontractor (meaning the total cost incurred by the Prime Contractor for correcting and performing the Services minus the Contract price). The Subcontractor will immediately pay the additional costs to the Prime Contractor at the latter's request.

23.4.3.iii) To the extent that ownership has not yet been transferred to the Prime Contractor, the Subcontractor will transfer or assign, in accordance with the Prime Contractor's instructions, all of its rights to the Prime Contractor relating to the Services, materials, and equipment that the Prime Contractor is required to pay in accordance with the above.

23.4.4. Removal of the Subcontractor's tools

In the case that the Prime Contractor decides not to use all or part of the Subcontractor's tools following the termination of the Contract, the Subcontractor will immediately remove its tools from the site upon receipt of notification from the Prime Contractor specifying which tools are concerned. In the event that the Subcontractor does not remove the tools within a reasonable time after receiving the Prime Contractor's notification and instructions, the Prime Contractor shall be authorised to remove the Subcontractor's tools and dispose of them (without being required to obtain a reasonable price) and will credit the Subcontractor with the net proceeds (if any) of this disposal after the costs incurred by the Prime Contractor for their disposal have been deducted, along with any other sums the Subcontractor owes to the Prime Contractor.

23.5. Prime Contractor's right to reject the Services

23.5.1. Regardless of any previous transfer of ownership or risk, if:

23.5.1.i) a fault occurs prior to the Services' acceptance meaning they cannot be completed within a reasonable time; or

23.5.1.i) the Subcontractor is not able to remedy a fault that hinders the normal, safe, and correct use or operation of the Services during the guarantee period specified in Article 17 (including any subsequent guarantees provided for in the Contract); the Prime Contractor may reject the Services.

23.5.2. In this case, the Prime Contractor can choose:

23.5.2.i) either to request that the Subcontractor replaces the Services in whole or in part at its own expense and to the sole prejudice and detriment of the Subcontractor, without prejudice to the Prime Contractor's possible rights of payment of damages by the Subcontractor amounting to ten percent (10%) of the total amount of the Contract excluding tax, except when stipulated otherwise in the Special Conditions or the Order.

- (a) While the Prime Contractor is waiting for this replacement, it has the right to use these Services under the Subcontractor's responsibility, subject to certain possible modifications, additions, or possible adaptations implemented either by itself or by another contractor and at the Subcontractor's expense.

- (b) The Prime Contractor can then freely benefit from the rejected Services and undertakes to use them under the conditions of use and maintenance specified in the documents provided by the Subcontractor.

23.5.2.ii) or refuse to replace the Rejected Services and pronounce the resolution of all or part of the Contract (15) fifteen calendar days after providing written notice by registered letter with acknowledgement of receipt. The Prime Contractor notifies the Subcontractor of the refusal and the termination of the Contract as specified above; the latter must reimburse the Prime Contractor for the payments already received for the rejected Services within sixty (60) calendar days of this notification's date of dispatch.

23.5.3. In all the above cases, the rejected parts are returned to the Subcontractor at their installation location, unless legal provisions provide otherwise.

The Subcontractor dismantles and removes them at its own expense at the time indicated by the Prime Contractor or the Customer.

23.5.4. If the Subcontractor fails to implement this dismantling, the Prime Contractor shall have the necessary demolition, dismantling, decontamination, and/or evacuation operations performed at the Subcontractor's expense and without any liability to the Prime Contractor.

23.6. Other provisions related to recourse

23.6.1. None of the remedies stipulated in Article 23 shall exclude any other recourse that is available to the Prime Contractor either lawfully or any other of the Contract's provisions, including the Prime Contractor's right to obtain compensation for any damage it has suffered.

23.6.2. In the event that the Contract is terminated by the Prime Contractor due to Subcontractor default, the Prime Contractor shall not be liable to pay damages to the Subcontractor as a result of this termination.

24 TERMINATION AT THE PRIME CONTRACTOR'S CONVENIENCE OR IN THE EVENT OF PRIME CONTRACTOR DEFAULT

24.1 Notification of termination at the Prime Contractor's convenience

The Prime Contractor may terminate the Contract, at any time and irrespective of the reason, by serving the Subcontractor notification of termination by registered letter with acknowledgement of receipt, providing reasonable advance notice of at least thirty (30) calendar days. The Contract's termination will take effect on the date indicated in the said notification.

24.2 Notification of termination in the event of Prime Contractor default

24.2.1. In the event that the Prime Contractor:

24.2.1.i) would not pay the Subcontractor the amount invoiced (or part of the undisputed amount) by the due date, without prejudice to any deductions that the Prime Contractor is authorised to make under the Contract, and provided that the Subcontractor has sent written notification of this non-payment with thirty (30) calendar days notice and that the payment has not been effectuated during this period (except in the case that the Prime Contractor disputes the amount or part thereof); or

24.2.1.ii) would have suspended the Services and notified the Subcontractor that the Customer does not intend to continue the Contract; or

24.2.1.iii) would breach a substantial Contractual obligation and provided that the Subcontractor has sent written notification of this breach with thirty (30) calendar days notice and the Prime Contractor has not remedied the breach or begun to remedy it, the Subcontractor may terminate the Contract, by registered letter with acknowledgement of receipt, subject to compliance with a written notification providing thirty (30) calendar days notice.

24.3 Removal of the Subcontractor's tools

In the event of termination at the Prime Contractor's convenience, the Subcontractor will remove all of its tools from the Site (whether it is the owner, renter, or simply the guardian) as diligently as possible, and return the Site to the Prime Contractor in a clean and tidy condition.

24.4 Payment in the event of termination at the Prime Contractor's convenience or in the event of Prime Contractor default

24.4.1. In the event of termination under Article 24, the Prime Contractor shall pay the Subcontractor based on the full and final settlement:

24.4.1.i) the costs of the Services performed in accordance with the Contract on the termination date; and

24.4.1.ii) the costs of equipment and materials ordered for the performance of the Services and delivered to the Subcontractor, or for which the Subcontractor is legally obliged to accept delivery.

24.4.2. Payment of the above costs is subject to the presentation of the appropriate supporting documents.

24.4.3. The final settlement will be deemed to fully pay the Subcontractor's damages and costs resulting from the termination of the Contract at the Prime Contractor's convenience or by the Subcontractor due to default by the Prime Contractor.

24.4.4. If the sums already paid to the Subcontractor by the Prime Contractor under the Contract are greater than the amount of the full and final settlement calculated above, the Subcontractor shall immediately reimburse the Prime Contractor the difference between the amount already paid under the Contract and the amount of the full and final settlement.

24.4.5. If the sums already paid to the Subcontractor by the Prime Contractor under the Contract are less than the termination indemnity, the Prime Contractor shall pay the difference between the amount of the full and final settlement and the amounts already paid under the Contract.

24.5 Transfer of ownership

To the extent that ownership has not yet been transferred to the Prime Contractor in accordance with Article 27.2, the Subcontractor will transfer or assign, as per the Prime Contractor's instructions, all of its rights to the Prime Contractor relating to the Services, materials, and equipment that the Prime Contractor is required to pay under the above.

25 TERMINATION BY THE CUSTOMER

25.1. If the Customer were to terminate the Agreement for any reason whatsoever, the termination would automatically apply to the Contract for the remainder of the Services to be performed by the Subcontractor.

25.2. Likewise, the Contract would be purely and simply terminated in the event that the Customer fails or withdrawals its approval of the Subcontractor.

25.3. The Subcontractor may receive compensation for the part of the Services that remain to be performed if the Prime Contractor itself is compensated by the Customer.

25.4. In addition, the Subcontractor waives all rights to claim any compensation from the Prime Contractor or the Customer as a result of the application of this Article.

26 SUBCONTRACTOR OBLIGATIONS IN THE EVENT OF TERMINATION

At the Prime Contractor's request, the Subcontractor or its beneficiaries must transfer or make available to the Prime Contractor any documents, temporary works, essential equipment, and materials that have been supplied on-site or that are located in the store and are essential for the continuation or completion of the Services.

27 TRANSFER OF OWNERSHIP - TRANSFER OF RISKS

27.1 Transfer of ownership

Irrespective of the transfer of risks referred to in Article 27.2, the transfer of ownership operates for the benefit of the Prime Contractor as the services progress and at the latest upon acceptance of the Services referred to in Article 16.1.

27.2 Transfer of risks

27.2.1. Irrespective of the transfer of ownership referred to in Article 27.1, the Subcontractor will assume full responsibility for any risks relating to the Services, their safekeeping in optimal conditions, and any losses and damage, whatever the causes (including a Force Majeure event), until the acceptance of the Services referred to in Article 16.1.

27.2.2. After the acceptance date, the Subcontractor will be responsible for, and will indemnify the Principal Contractor for, any damage

caused to the Services by the Subcontractor, its staff, and its subcontractors during any operation performed in order to:

- 27.2.2.i) complete any pending work, or
- 27.2.2.ii) to comply with its obligations, in particular under the guarantees referred to in Article 17.

28 LIABILITY

28.1 Liability towards third parties

In accordance with the rules of common law, the Subcontractor is required to repair any damage caused to third parties that can be attributed to it.

28.2 Liability towards the Prime Contractor

28.2.1. Liability in the event of damage to the Service that is the object of the Contract

- 28.2.1.i) The Subcontractor bears the risks related to the performance of the Contract with regard to its supply and goods.
- 28.2.1.ii) Until the time the services are accepted as defined in Article 16.1, it is expressly agreed that the costs of completing the contractual Services incurred by the Subcontractor, its possible subcontractors or suppliers, are not included in the ceilings defined below, on the condition that the difficulties resulting in these costs can be attributed to the Subcontractor, its subcontractors, or its suppliers. These completion costs notably include the costs of execution, recovery, compliance, repair, or replacement.

28.2.2. Liability in the event of damage caused to the Prime Contractor

- 28.2.2.i) Each Party is responsible for the performance of its contractual obligations.
- 28.2.2.ii) The Subcontractor is bound by a performance obligation for all its requirements under the Contract. The Subcontractor guarantees the Prime Contractor against all bodily, material, and immaterial damages, including any damage to the Prime Contractor's brand image, as well as any costs, direct and indirect, resulting from the non-performance of its obligation of compliant delivery, and if applicable, the consequent non-performance of the Prime Contractor's obligations regarding its own customers (reimbursement or free replacement of the defective supply, costs of mobilising staff, sorting, special transport, production stoppages at the premises of the Customer or its own customers, adjustment or recall campaigns, penalties, ordering supplies from a third party, including of tools, etc.).
 - 28.2.2.iii) More generally, the Subcontractor thus undertakes to repair any damage suffered by the Prime Contractor, of whatever nature, when the damage is the consequence of the total or partial non-compliance with one or more of the contractual obligations and legal guarantees that it is bound to under the Contract.

28.3 Decennial liability

- 28.3.1. Without prejudice to the Subcontractor's obligations under the contractual guarantees, and by way of derogation from article 1792-1, 1° of the Civil Code, the Subcontractor will remain liable for a period of ten (10) years (its "Decennial liability") as of the acceptance delivered by the Customer:
 - 28.3.1.i) For any damage compromising the solidity of the structure, even from a defect in the ground, or which affects one of its constituent elements or one of its items of equipment, thus rendering it unfit for its intended purpose under Article 1792 of the Civil Code, as well as,
 - 28.3.1.ii) For any damage affecting the solidity of a component equipping the structure, but uniquely when this is inextricably linked to the structure's sustainability, its foundation, framework, shell, or roof structures under Article 1792-2 of the Civil Code.

29 INSURANCE TO BE TAKEN OUT BY THE SUBCONTRACTOR

29.1 General provisions

- 29.1.1. Before commencing the Services, the Subcontractor is required to take out, with a reputedly solvent company, the insurance policies

that are required to cover all the risks inherent to its activities and the Services.

- 29.1.2. Irrespective of the type and volume of the Services, the Subcontractor must hold at least the guarantees defined below, that are adapted to the nature and specifications of the Services and the associated risks.
- 29.1.3. The existence of the insurance policies referred to in this Article 29 can under no circumstances be considered to limit the Subcontractor's responsibilities under the Contract. In particular, these amounts do not constitute an exception to the Subcontractor's obligation to perform, resume, bring into compliance, repair, replace, or have all or part of the Services completed by a third party in the case of Subcontractor default.
- 29.1.4. In addition, the Subcontractor must inform the Prime Contractor in writing of the modifications (insofar as they have an impact on its obligations in the context of the Contract's performance), suspension, or termination of its insurance policies.
- 29.1.5. In the event that subcontracting has previously been expressly accepted by the Prime Contractor, the Subcontractor undertakes to obtain the same levels of guarantees from its subcontractors.
- 29.1.6. In addition, if supporting documents are provided along with a formal and written commitment to comply with the obligations imposed by the Contract, this shall constitute a decisive contractual clause. In the event that the Subcontractor fails to comply with its obligations under this article 29, the Prime Contractor shall have the right to terminate the Contract at the Subcontractor's expense; non-compliance with these stipulations constituting a Default event.

29.2 Civil liability insurance

- 29.2.1. The Subcontractor must take out and maintain valid insurance contracts with a reputedly solvent insurance company that guarantee the financial consequences of a civil liability action it could face in the event of any potential damage it causes to third parties and/or to the Prime Contractor and/or to the Customer during the Contract performance, including in the event of accidental pollution.
- 29.2.2. The policy covering the Subcontractor's civil liability must come into effect, at the latest, on the Contract's signature date and the related certificates must be issued annually throughout the duration of the Subcontractor's interventions. The Subcontractor undertakes to provide the Prime Contractor with a valid civil liability insurance certificate when signing the Contract. This certificate will specify the Subcontractor's name, its activities, the amount of the subscribed guarantees (per claim and/or per claim per year), and the insurance contract's period of validity.
- 29.2.3. It undertakes to maintain this insurance policy in force, to provide any useful justifications to the Principal Contractor at the latter's request, and to regularly pay any premiums.
- 29.2.4. The Subcontractor undertakes to inform his insurer of any potential claim made against it by Prime Contractor.

29.3 10-year civil liability insurance

- 29.3.1. The Subcontractor must be covered by decennial liability insurance, its decennial liability being potentially engaged on the basis of the presumption established by articles 1792 and following of the Civil Code.
- 29.3.2. The Subcontractor must prove that it has taken out an insurance policy covering it for this liability when the site is first opened.
- 29.3.3. It is recalled that the decennial liability insurance policy taken out by the Subcontractor must include a clause that ensures the guarantee is maintained for the duration of the decennial liability that is the Subcontractor's responsibility, in application of Article L. 241-1 of the Insurance Code.

29.4 Insurance covering risks relating to transport performed by the Subcontractor

- 29.4.1. The Subcontractor must take out, or ensure that its chosen carrier and/or freight forwarder takes out, from a reputedly solvent company and at its own expense, insurance contracts that cover the risks relating to transporting materials and/or equipment

- belonging to, or destined to belong to, the Prime Contractor or the Customer, in particular:
- 29.4.1.i) material damage to transported products, materials and/or equipment, regardless of the means of transport;
 - 29.4.1.ii) damage caused to third parties during the said transport;
 - 29.4.1.iii) damage caused to the environment during the said transport.
- 29.4.2. A certificate must be presented to the Prime Contractor, ten (10) working days before the anticipated transport date, specifying the Subcontractor's name, the nature and value of the insured goods, the mode of transport, the amount of the guarantees (per claim and/or per year) and the insurance contract's period of validity.
- 29.4.3. The Subcontractor undertakes to inform the Prime Contractor of any damage that occurs during transport.
- 29.4.4. The Subcontractor retains the amount of the deductibles of its own insurance contracts.

30 GROUP INSURANCE TAKEN OUT BY THE PRIME CONTRACTOR

- 30.1. In the event that the Prime Contractor takes out insurance policies that also cover the Subcontractor, the latter would bear its apportioned part.
- 30.2. The Subcontractor is prohibited from interfering in the management of these policies and accepts the franchise and guarantee conditions in advance.
- 30.3. The specific conditions relating to group insurance taken out by the Principal Contractor will be detailed in the Special Conditions of the Subcontracting Contract, If applicable, or in a separate document annexed to the Subcontracting Contract.

31 MODIFICATION OF THE CONTRACT

- 31.1. Any modification of the contents of the Service to be implemented during the Contract's performance must be the subject of prior written agreement between the two Parties in terms of its description and consequences, both financial and relating to the Contract's performance conditions.
- 31.2. The Subcontractor must give the Prime Contractor the opportunity to benefit from the advantages of any upgrade that it deems useful, in accordance with mutually agreed conditions, and in particular of any new device that it may develop during the Contract performance period. An amendment to the contract shall be jointly established by the Prime Contractor and the Subcontractor in order to implement these improvements during the Contract period.

32 SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

- 32.1. The Subcontractor acknowledges that it is fully aware of and accepts the ALTRAD Group's commitments in terms of ethics, environment and human rights as stipulated in the ALTRAD reference documentation and especially in its Business integrity and ethics code available on its website <http://www.altrad.com>. As this link could be changed without notice, the Supplier will then refer to the corresponding section of the Corporate ALTRAD website or contact the Purchaser if experiencing difficulties.
- 32.2. In this regard, the Subcontractor declares and guarantees the Prime Contractor that it shall comply with the standards of international and national law(s) that are applicable to the Contract (and that it has complied with these standards during the 6 years preceding the signature of the Contract) including any potential modifications during the term of the Contract relating to:
 - 32.2.1. fundamental human rights, in particular, the prohibition (a) of the use of child labour and any other form of forced or compulsory labour; (b) of any form of discrimination within its company or towards its suppliers or subcontractors;
 - 32.2.2. embargoes, arms and narcotics trafficking, and terrorism;
 - 32.2.3. trade, import, export, and customs licences;
 - 32.2.4. the health and safety of personnel and third-parties;
 - 32.2.5. work, immigration, the prohibition of illegal work;
 - 32.2.6. environmental protection;

- 32.2.7. economic offences, in particular, corruption, fraud, influence peddling (or equivalent offence under the national law applicable to the contract), fraud, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgery, and any related offence;
- 32.2.8. combating money laundering;
- 32.2.9. competition law.

32.3. In terms of the Services that the Subcontractor performs or has performed, it respects and enforces the health and safety measures agreed with the Prime Contractor amongst its own suppliers and subcontractors as well as any third party involved in the said works.

32.4. With regard to its own activities, the Subcontractor is committed to actively collaborating with and enabling the Prime Contractor to comply with its own legal obligations in terms of duty of vigilance. In this respect, it notably collaborates in the implementation of the measures provided in the Vigilance Plan as previously mentioned (risk mapping, warning mechanism, and report collection ...) and immediately alerts the Prime Contractor of any serious breach or any element that could constitute a serious breach of the aforementioned standards in the context of its relationship with the Prime Contractor.

32.5. The Prime Contractor is entitled to request the Subcontractor for proof of its compliance with the provisions of this clause at any time, and to perform audits at any time, or have them performed, subject to prior notification, and at its own expense. In the event of an audit, the Subcontractor undertakes to provide the Prime Contractor's staff with access to its premises and/or sites and to communicate all the information and/or documentation that the Prime Contractor could request in the context of this audit.

32.6. Any infringement by the Subcontractor of the provisions of this clause constitutes a contractual breach that confers the Prime Contractor with the right to suspend and/or terminate the Contract in the terms and under the conditions that are fixed in the Contract.

33 EMBARGO

33.1. For the purposes of this Article, the term "Embargo Regulations" designates any legal or regulatory provision issued by the United States of America, the European Union, and any other jurisdiction within the geographical scope of the Contract (as well as its related Orders) that prohibit any transaction, directly or indirectly, including any specific import or export of goods and/or services, or any transaction with identified natural or legal persons, as well as any other similar regulation that is applicable in the jurisdictions of ENDEL or the jurisdictions of their direct or indirect associates, or any other regulation which they (and/or the Subcontractor) would be subject to under their own jurisdiction.

33.2. In the context of the Contract's performance (as well as its related Orders), the Subcontractor declares to the Prime Contractor and guarantees the following:

- 33.2.1. It has been informed of and is familiar with the Embargo Regulations;
- 33.2.2. It complies with, and will comply with, all laws, regulations, and rules (of any kind whatsoever) that would be applicable to itself or to the Present (as well as the related Orders), including (and without being limited to) the Embargo Regulations;
- 33.2.3. Its employees, managers, administrators, agents, partners, associates (direct or indirect), affiliates, or any natural or legal persons who are directly or indirectly under its responsibility or acting on its behalf (whatever the title/status) respect and will respect any law, regulation, and rule (of any kind whatsoever) that would be applicable to the Contract (as well as the related Orders), including (and without being limited to) the Embargo Regulations;
- 33.2.4. It will immediately inform the Prime Contractor in the event of non-compliance with the commitments, declarations, and guarantees referred to above;
- 33.2.5. It will inform the Prime Contractor in the event of non-compliance by its employees, managers, administrators, agents, partners, associates (direct or indirect), affiliates, or any natural or legal persons who are directly or indirectly under its responsibility or acting on its behalf (whatever the title/status), as soon as it has

been informed or within the time it should have reasonably been informed.

33.3. Notwithstanding any provisions to the contrary, in the event that the Prime Contractor reasonably considers that the Subcontractor, its employees, managers, administrators, agents, partners, associates (direct or indirect), affiliates, or any natural or legal person directly or indirectly under its responsibility or acting on its behalf (whatever the title/status) have previously, are currently, or will take measures, of any kind whatsoever, that are or are likely to be in breach of any law, regulation, decree, judgement, decision, injunction, and rule (of any kind whatsoever) that would be applicable to the Contract (as well as the related Orders), including (and without being limited to) the Embargo Regulations or the commitments, declarations, and guarantees previously referred to, the Prime Contractor may:

33.3.1. provide the Subcontractor with written notification requesting supporting documentation demonstrating that the Subcontractor, and other concerned persons, respect and will respect any law, regulation, decree, judgement, decision, injunction, and rule (of any kind whatsoever) that would be applicable to the Contract (as well as to the related Orders), including (and without being limited to) the Embargo Regulations;

33.3.2. suspend payments outstanding under the Contract (as well as the related Orders) until the Prime Contractor, at its sole discretion, receives the supporting documents from the Subcontractor proving that it respects and will respect any law, regulation, decree, judgement, decision, injunction, and rule (of any kind whatsoever) that would be applicable to the Contract (as well as to the related Orders), including (and without being limited to) the Embargo Regulations;

33.3.3. suspend the performance of the Contract (as well as the related Orders), without penalties, until the Prime Contractor, at its sole discretion, receives the supporting documents from the Subcontractor reasonably proving that it respects and will respect any law, regulation, decree, judgement, decision, injunction, and rule (of any kind whatsoever) that would be applicable to the Contract (as well as to the related Orders), including (and without being limited to) the Embargo Regulations.

33.4. Under the following assumptions:

33.4.1. The Subcontractor fails to provide the Prime Contractor with the reasonable supporting documents described above within thirty (30) days of the Prime Contractor's written notification referred to in point (i) above; or

33.4.2. the Prime Contractor possesses elements proving that the Embargo Regulations have been infringed by the Subcontractor, its employees, officers, administrators, agents, partners, associates (direct or indirect), affiliates, or any natural or legal persons who are directly or indirectly under its responsibility or acting on its behalf (whatever the title/status),

The Prime Contractor may immediately terminate the Contract (as well as the related Orders) without any further notification or prior judicial intervention (as of right termination clause), at the sole expense of the Subcontractor and without the possibility of the Prime Contractor being held responsible for this termination, either directly or indirectly.

33.5. In the event that the Subcontractor, its employees, managers, administrators, agents, partners, associates (direct or indirect), affiliates, or any natural or legal persons who are directly or indirectly under its responsibility or acting on its own behalf (whatever the title/status) fail to comply with the above provisions, the Subcontractor will be fully liable for the damages incurred by the Prime Contractor (direct, indirect, intangible, potential) of any kind whatsoever, including (without prejudice to the preceding general conditions) any loss of profit, loss of earnings or opportunities which would be borne by the Principal Contractor, its employees, managers, administrators, agents, partners, suppliers, co-contractors, associates (direct or indirect), affiliates, or any natural or legal persons who are directly or indirectly under its responsibility or acting on its own behalf (whatever the title/status).

33.6. Notwithstanding any provisions to the contrary in the Contract (as well as the related Orders), the Prime Contractor has no obligation to take measures, or refrain from taking measures, or to adopt, or refrain from adopting, a type of behaviour, at the Prime Contractor's sole

discretion, that could be in conflict or violation of the Embargo Regulations or any other law, regulation, decree, judgement, decision, injunction, and rule (of any kind whatever) that would be applicable to the Prime Contractor, its employees, managers, directors, agents, partners, associates (direct or indirect), affiliates or any natural or legal persons who are directly or indirectly under its responsibility or acting for its behalf (whatever the title/status), or to the assets of the Prime Contractor.

34 PROTECTION OF PERSONAL DATA

34.1. In this Article 34, the terms that begin with a capital letter and that are not defined in Article 1 have the meaning given to them by the following definitions:

EU-US Privacy Shield is an adequacy decision that provides an adequate level of protection for Personal Data transferred to the United States.

Adequacy decision is a decision adopted by the European Commission that establishes that a third country provides an adequate level of protection for Personal Data via the application of its national legislation and the respect of its international commitments.

Personal Data is any information relating to an identified or identifiable natural person (hereinafter referred to as the Concerned Person"); an "identifiable natural person" is deemed to be a natural person who can be identified, directly or indirectly, in particular in reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or several elements that are specific to their physical, physiological, genetic, psychological, economic, cultural, or social identity;

EEA designates the European Economic Area.

Personal Data Protection Law(s) refers to the Parliament and Council Regulation (EU) 2016/679 of April 27, 2016, on the protection of individuals in terms of Personal Data processing and on the free movement of this data (hereinafter the "European Regulation" or "Regulation 2016/679"); as well as any legislation or regulations relating to the protection of Personal Data applicable to the Processing performed in application of the Contract.

Service provider refers to the subcontractor whose designation appears on the header of the Special Subcontracting conditions or failing that, on the Order.

Binding Company Rules or Binding Corporate Rules or BCR refers to the internal rules relating to the protection of personal data applied by a Data Controller or Subcontractor that is established within the territory of a European Union Member State for transferring data or datasets of a personal nature to a Data Controller or Processor established in one or more countries outside the European Union within a group of companies, or a group of companies engaged in a joint economic activity.

Data Controller designates any entity that determines the purposes and means of the Processing that it implements or has implemented.

Subcontractor designates the entity that processes Personal Data on behalf of the Data Controller. The Service Provider acts as a Subcontractor in the performance of the Contract.

Future Subcontractor(s) designates all of the Service Provider's Subcontractors, who must be the object of the Prime Contractor's prior and express acceptance.

Processing designates any operation or set of operations performed both with and without automated processes that are applied to data or datasets of personal data, such as the collection, recording, organisation, structuring, preservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of distribution, merging or interconnection, limitation, erasure, or destruction;

Transfer of Personal Data designates any processing, communication, access, copying, or movement of Personal Data intended to be processed in a non-European Union country.

34.2. The Prime Contractor provides the Service Provider with the data, files, etc. of any kind and form whatsoever that constitute Personal data, and authorises the latter to process this data for the purposes of performing the contractual Services,

- 34.3.** The Parties are committed to acting in accordance with the Personal Data Protection Laws.
- 34.4.** The Prime Contractor acts as the Personal Data Processing Manager and the Service Provider acts on behalf of the Prime Contractor in its sole capacity of Subcontractor.
- 34.5.** In the event that the Service Provider may be required to process data on behalf of the Prime Contractor, it undertakes to comply with all the obligations specified in Article 28 of "Regulation 2016/976" and to ensure that the access of authorised individuals to Personal Data is limited to the performance of their services and that they undertake to respect the confidentiality related to the Contract.
- 34.6.** In terms of security, the Service Provider undertakes to implement and maintain all the required technical and organisational measures throughout the duration of the Contract, in particular all the security measures suitable for the types of Personal Data to be processed and the risks related to the possible type of Processing.
- 34.7.** The Service Provider undertakes not to subcontract personal data without the Prime Contractor's express agreement;
- 34.8.** The Service Provider undertakes to immediately inform the Principal Contractor of any request from a Concerned Person regarding their rights over their Personal Data (without directly answering the Concerned Persons), in case of need at the adresse dpm@altradendel.com, and to provide any assistance that the Prime Contractor may require to facilitate replying to these requests.
- 34.9.** The transfer of Personal Data from the Prime Contractor to third countries that do not provide an adequate level of protection within the meaning of Directive and Regulation (EU) 2016/679 is subject to the Prime Contractor's prior and express agreement.
- 34.10.** For any transfer of Personal Data to a third country that is authorised by the Prime Contractor (affiliated entities of the Service Provider or Subcontractor), the Prime Contractor mandates the Service Provider to implement the guarantees that are required by the applicable Protection of Personal Data Laws.
- 34.11.** In the event that Personal Data is breached, the Service Provider must notify the Prime Contractor of this breach within 48 (forty-eight) hours of becoming aware of it.
- 34.12.** In addition to this, the Service Provider undertakes to transmit an impact analysis of this breach to the Prime Contractor, at the latest within 48 (forty-eight) hours of the aforementioned notification.
- 34.13.** The Service Provider is committed to cooperating to enable the Prime Contractor to notify any competent supervisory authority of the Personal Data breach in accordance with the Personal Data Protection Laws.
- 34.14.** The Prime Contractor reserves the right to perform any audit that it deems useful, at its sole discretion and under the conditions defined in the Inspection Article, for verifying that the Service Provider and its Future Subcontractors comply with their obligations concerning Personal Data as defined in the Contract.
- 34.15.** When the Contract expires or if it is terminated early for any reason whatsoever, the Service Provider and its Subcontractors shall return all Personal Data that they may have been required to process to the Prime Contractor at any time upon the latter's request, within an appropriate period that does not exceed 1 (one) month.

35 UNFORSEEABILITY OF EVENTS

The Parties agree to exclude the following events from the scope of judicial review derived from article 1195 of the Civil Code:

- 35.1** the variation in the price of one or more raw material(s),
- 35.2** the financial consequences resulting from a change in the regulatory or normative context.

36 COMMUNICATION

Unless the Prime Contractor has provided its prior written consent, the Subcontractor is forbidden from communicating, in any way whatsoever, the existence and content of commercial relations between the Prime Contractor and the Subcontractor, and/or

between the Prime Contractor, its affiliated companies and/or its associated brands.

37 ENTIRE AGREEMENT CLAUSE

- 37.1.** By mutual agreement, all prior negotiations, declarations, or agreements concerning the Services are either cancelled or specifically incorporated into the Contract.
- 37.2.** The possible invalidity of one or more provisions has no impact on the validity of other elements comprising the Contract and its appendices.

38 DIVISIBILITY

If any stipulation or condition of the Contract is prohibited or judged to be invalid or unenforceable, either fully or partially, this prohibition, invalidity, or inapplicability shall not affect the validity or enforceability of the Contract's other clauses and conditions.

39 CLAIMS

If a claim should originate from a Subcontractor, unless stipulated otherwise in the Special Conditions, the latter has twenty-eight (28) calendar days to inform the Prime Contractor (from the date of occurrence of the event generating this claim). In the event of non-compliance with this deadline, the Subcontractor shall not be entitled to claim any right, in particular to compensation.

40 CURRENCY

Unless stipulated otherwise in the Special Conditions and/or the Order, the denomination and payment currency is the Euro.

41 LANGUAGE

- 41.1.** The Contract is drawn up in French; in the event that translations are made, the French version shall prevail.
- 41.2.** Unless stipulated otherwise in the Special Conditions and/or in the Order:
- 41.2.1. all correspondence and all documents (notes, notices, plans, reports, etc.) are written in French;
- 41.2.2. all business case progress meetings are conducted in French.

41.3. The Subcontractor takes all the measures that are necessary to ensure that its personnel are capable of understanding and complying with the safety requirements, alarm signals, and radiation protection requirements, if applicable, that are displayed in French.

41.4. During the performance of the Services, the Subcontractor is responsible for designating at least one (1) person from the management team who is permanently present and is fluent in both French and the language of the personnel, in particular for the safety of persons.

42 ECONOMIC DEPENDENCE

The Subcontractor is required to immediately inform the Prime Contractor of any risk of economic dependence. This disclosure requirement is essential for allowing the Parties to maintain a balanced relationship.

43 PERSONNEL

- 43.1.** The Subcontractor performs its activities as an independent service provider without any subordinate relationship in terms of the Prime Contractor.
- 43.2.** All Subcontracting staff who will be assigned to the Contract performance, either fully or partially, remain under the hierarchical and disciplinary authority of the Subcontractor in all circumstances. The Subcontractor declares that the staff it assigns to the Services covered by the Contract will be regularly employed in accordance with the articles of the Labour Code in force in France or any local legislation that is applicable to the Customer, the Prime Contractor, and the Subcontractor, and in its capacity as employer, undertakes to ensure the administrative, accounting, and social management of its staff.

43.3. The Subcontractor guarantees that the maximum proportion of temporary workers used to perform the Services does not exceed 10% of the Subcontractor's total workforce present on-site.

44 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

44.1. The Contract is governed by French law.

44.2. In the event that difficulties arise in the application of the Contract, the Parties are committed to attempting to secure an amicable settlement before taking any legal action.

44.3. In the absence of an amicable agreement between the Parties, litigations or disputes between the Prime Contractor and the Subcontractor over the interpretation or execution of the Contract will be settled definitively by the courts having jurisdiction over the Prime Contractor's head office.

45 DATA STORAGE

45.1 The Parties are responsible for archiving documents that are issued and received, notably for their own tax and accounting requirements.

45.2 The Subcontractor agrees to conserve the contractual documents and all documentation relating to the Order for a minimum period of 5 years from the expiration or termination of the Order. In the event that the Subcontractor is required to conserve documents for a longer period, this will be specified in the Special Conditions and/or the Order. Documents must be conserved and archived by the Subcontractor on a reliable and durable medium that can be produced as proof if required by the Prime Contractor. The Prime Contractor must be able to access these documents as quickly as possible, at any time, by simply requesting the Subcontractor.