



# GENERAL TERMS AND CONDITIONS OF PURCHASE OF MASTER GRID

Version 4 dated October 16<sup>th</sup>, 2023.

These General Terms and Conditions of Purchase constitute a proposal of commercial terms open to negotiation between the Parties. They may be adapted in the form of special terms and conditions or by means of a rider.

In the absence of any special terms and conditions or rider concluded by the Parties, these General Terms and Conditions of Purchase shall be deemed accepted as is, even in case of striked through content, and shall constitute a waiver by the Supplier of its own general terms and conditions of sale.

## 1. SCOPE OF APPLICATION

Unless otherwise stipulated in a written agreement signed by Master Grid (hereinafter referred to as the "Purchaser"), and any supplier (hereinafter referred to as the "Supplier"), these conditions shall apply to all orders of material or non-material goods (hereinafter the "Products") and/or services of any kind (hereinafter the "Services") (hereinafter jointly referred to as the "Supplies") issued by the Purchaser.

## 2. ORDERS

### 2.1 Orders placement

**2.1.1** For the purposes of these General Terms and Conditions, the term "Order" refers to any document, regardless of its form, issued by the Purchaser and addressed to the Supplier concerning the purchase of Supplies, including in particular the description of the ordered Supply, the delivery or execution date, the price and the reference to these Terms and Conditions. The Purchaser shall only be bound by a written Order in electronic form or on the Purchaser's letterhead and sent by any means to the Supplier.

**2.1.2** In the event of an electronic Order, the Parties agree that the documents exchanged in this format shall be considered by them as original documents binding them fully and completely. They undertake to ensure that these documents are drawn up and stored in conditions that guarantee their integrity. Each of the parties is personally responsible for the archiving of documents issued and received, in particular for its own tax and accounting purposes.

### 2.2 Receipt and acceptance of orders

**2.2.1** The Supplier must acknowledge receipt and/or confirm any Order from the Purchaser within three (3) working days from the date of the Order. In the absence of receipt of the acknowledgement and/or confirmation within this period, the Order shall be deemed to have been accepted without reservation by the Supplier; the commencement of performance by the Supplier or the receipt of a deposit by the Supplier shall be deemed to constitute acceptance of the Order by the latter. By accepting the Order, the Supplier expressly waives the application of its own general terms and conditions of sale.

From the date of the Order, the Purchaser has a period of five (5) working days to cancel the said Order without any compensation being due to the Supplier.

**2.2.2** The Supplier may not make any changes to the terms of the Order placed by the Purchaser without the latter's prior written consent. Failing this, the Purchaser shall be entitled to cancel the Order without compensation to be paid to the Supplier under the conditions set forth in article 14 "Termination and Waiver" of these Conditions.

## 3. SUPPLIER'S OBLIGATIONS

### 3.1 Documents to be supplied

**3.1.1** The Supplier undertakes to provide the Purchaser, within five (5) working days, with all administrative documents that the Purchaser may request as part of its obligation of vigilance, including but not limited to:

- an extract less than three (3) months old attesting to the Supplier's registration: Kbis extract (commercial companies), D1 extract (craftsmen and sole traders) or SIRENE extract (liberal professions),
- a certificate of due diligence less than six (6) months old (URSSAF or SSI depending on the Supplier's status),
- a tax clearance certificate for the current calendar year,
- the nominative list of foreign employees or a statement on honor certifying the non-employment of foreign employees),

- any document proving that a professional insurance policy has been taken out in accordance with the provisions of article 8 "Insurance" of the present Conditions.

**3.1.2** In the event of failure to deliver the aforementioned documents within the aforementioned deadlines, Purchaser shall be entitled to terminate the order in accordance with the provisions of article 14 "Termination and Waiver" of these Conditions.

### 3.2 Conformity of Supplies

**3.2.1** As part of the Supplier's performance of the Order and in accordance with all of the Purchaser's requirements, the Supplier is bound by an obligation of result (*obligation de résultat*) and an enhanced duty to advise (*obligation de conseil renforcée*).

### 3.3 Technical specifications

**3.3.1** For each phase of design, development or manufacture of the Supplies, the Supplier shall comply with the relevant professional practices and rules of the art.

**3.3.2** The Supplier is considered to be the producer of waste generated in connection with the Supplies and, as such, is responsible for the management, treatment, collection and disposal of said waste.

**3.3.3** If the Supplies are hazardous and/or subject to specific regulations, the Supplier must mention this in all its documents and on the packaging of said Supplies, no later than the day of Order confirmation in accordance with Article 2.2 "Receipt and acceptance of orders" of these Conditions. Dangerous Products must be packaged, labelled and declared to the carrier in accordance with the legal provisions in force.

**3.3.4** Packaging and wrapping are carried out by the Supplier, at its own expense and under its own responsibility, in accordance with the regulations and standards in force. They must be adapted to the Supply, to the planned mode of transport and of such a nature as to ensure sufficient protection so that the Supply does not suffer any deterioration during transport and/or storage. Preference should be given to environmentally friendly packaging materials. Any loss or damage to the goods resulting from faulty packaging or wrapping shall be borne by the Supplier.

**3.3.5** The Supplier undertakes to comply with the obligations arising from the REACH regulation (EC n°1907/2006), any other mandatory rule or information required concerning the restriction of the use of these Products, and in particular, the obligation to declare the Products in accordance with the Purchaser's instructions, at the latest on the day of the first Delivery, with regard to the substances contained in the Products. The Supplier shall ensure that its subcontractors comply with the said regulations.

**3.3.6** If the Supplier is located outside the European Union, it undertakes to comply with the provisions of Article 8 of the REACH regulation, concerning the appointment of an exclusive representative established in the European Union, in order to fulfil the obligations incumbent on importers under the said regulation.

## 4. DELIVERY AND ACCEPTANCE

### 4.1 Delivery

**4.1.1** Deliveries are made to the Purchaser's reception department at the address, on the days and at the opening times indicated on the Order. Deliveries shall be accompanied by a delivery note containing the following information:

- the Order reference number,
- the Purchaser's item code number,
- a description of the item,
- the quantity delivered,
- the number of packages, weight and all the batch and/or serial numbers,
- the Supplier references: business name and address,
- the Supplier code number assigned by the Purchaser,
- the delivery date and address.

The delivery date specified in the Order or the delivery programmes is defined as the date of arrival at the place indicated by the Purchaser. The delivery deadlines stated in the Order are non-negotiable.

**4.1.2** Unless otherwise agreed in advance, the Purchaser does not accept partial deliveries of Products. The Supplier shall pay all direct and indirect costs resulting from early or late delivery of the Products.

**4.1.3** Delivery of Supplies is carried out in accordance with the Incoterm® specified in the Order or, failing this, the Incoterm® specified in article 5 "Prices, invoicing and terms of payment" of these Conditions.

### 4.2 Deadlines and penalties

**4.2.1** The Supplier is hereby informed and acknowledges that compliance with the delivery dates set forth in the Order is an essential condition for the Purchaser. The Supplier undertakes to notify the Purchaser without delay of any fact likely to jeopardize such compliance, and to cooperate with the Purchaser to mitigate the consequences.

**4.2.2** in the event that any of the dates specified in the Order is not respected, penalties will be applied in accordance with the terms specified in the Order or, failing this, in accordance with the following terms one percent 1(%) of the total Order amount for each calendar day of delay.

**4.2.3** The total combined amount of penalties paid in the cases indicated above is capped at fifteen per cent (15%) of the amount of the Order in question before the application of penalties.

**4.2.4** These penalties are applicable from the sole fact of the delay, unless the Supplier can demonstrate that the delay is exclusively attributable to the Purchaser or to force majeure. They are applicable notwithstanding any action the Purchaser may take against the Supplier to protect its interests and without prejudice to any damages or any other penalties (performance, quality of service, etc.) provided for in the Order. If the above-mentioned penalty ceiling is reached, the Purchaser may terminate the Purchase Order by operation of law in accordance with the provisions of article 14 "Termination and Waiver" of these Terms and Conditions.

#### **4.3 Receipt and checking of the Supplies**

**4.3.1** The Supplies are deemed to have been accepted after verification, by the Purchaser or any person authorized by the Purchaser, of their compliance to the terms and specifications of the Order, and to the applicable standards, in particular for any apparent damage or other defects. Supplies which do not conform to the Order, or which contain defects, may be rejected within thirty (30) working days of discovery of the discovery of the non-conformity.

**4.3.2** Rejected Supplies shall be taken back by the Supplier at its own expense and risk, within thirty (30) working days of the Purchaser's notice of refusal by the Purchaser.

**4.3.3** The Supplier shall provide the Purchaser, at its own expense, with all documents necessary to prove that the Order has been fulfilled in accordance with its contractual obligations.

**4.3.4** Acceptance of the Supplies at the premises of the Purchaser or its Supplier generally comprises the following two-phase process:

- provisional acceptance, which consists of a brief preliminary check at the premises of the Purchaser or its Supplier that the Supplies are consistent with the requirements of the Order,
- final acceptance, which consists in verifying that the Supplies comply with the various administrative, technical, quality-related and commercial specifications.

Acceptance of the Services is performed by the Purchaser's relevant authorised departments.

**4.3.5** In the event of reservations, specified on the acceptance document, the Supplier is obliged to carry out, immediately and at its own expense, the work necessary to remove these reservations.

**4.3.6** In the event of refusal of the Supplies, in accordance with Article 3 above, the Supplier is required to make the necessary changes as soon as possible and, at the Purchaser's first request, to replace the defective Supplies and pay all costs associated with said replacement, without prejudice of the penalties set for the delays caused.

If this replacement does not enable performance in accordance with the Order, the Purchaser may demand that the Supplier take back the defective Supplies, bear all dismantling, shipping and other costs and return all sums unduly charged as a result.

**4.3.7** Without prejudice to the provisions of Article 8, the cost of any such additional operations to bring the Supplies into compliance carried out by the Purchaser with the Supplier's consent, or if the Supplier fails to reply to the Purchaser's notification within 24 hours, is attributed to the Supplier.

#### **5. PRICE, INVOICING AND PAYMENT TERMS**

**5.1** Unless otherwise specified on the Order, Supplies are delivered "DDP, Delivery Duty Paid" (Incoterms®, version 2020). Prices are firm and cannot be increased. Prices are understood as including packaging.

**5.2** The invoice will be issued at the earliest on the date of dispatch of the Products or on the date of evidence of performance of the Services, and will be drawn up in compliance with the data and references of the Order, the specifications, the delivery note and the regulations in force, especially regarding VAT.

The Supplier undertakes to provide all supporting documents relating to the Supplies. In addition to the legal requirements, the Supplier must indicate on the invoice and for each item:

- the customs code
- the origin of the item.

**5.3** Unless a shorter deadline is agreed between the Parties or imposed by the regulation in force, payments shall be made via electronic transfer issued by the Purchaser forty-five (45) days from the end of the month during which the invoice is issued. Payment of the invoice by the Purchaser does not imply either acceptance of the Supplies or a waiver of the warranty.

**5.4** The Purchaser may retain ten per cent (10%) of the total price as security. This retention may be replaced, at the Purchaser's discretion, by a first demand guarantee valid until the end of the contractual warranty. In the event of payment of a deposit by the Purchaser, a first demand guarantee to return the deposit must be issued by a credit institution deemed satisfactory by the Purchaser.

**5.5** Sums owed by the Purchaser to the Supplier may be automatically offset against any certain, liquid and payable amount owed by the Supplier to the Purchaser.

**5.6** Pursuant to Article D.441-5 of the French Commercial Code, if the Purchaser does not pay amounts owed by the due date specified on the invoice, a late-payment penalty shall be automatically applied at a rate of three times the legal interest rate, in addition to a fixed recovery fee of forty (40) euros.

#### **6. WARRANTY**

**6.1** Without prejudice to the legal warranties, and except in the case of reservations, the contractual warranty is for eighteen (18) months and takes effect on the date of final acceptance of the Supplies by the Purchaser. In the case of reservations, the warranty takes effect upon their lifting by the Purchaser.

**6.2** The warranty covers all repairs of the product or correction to the service to ensure that it functions properly and that the required specifications are met. The Supplier shall bear all the resulting expenses, whether incurred by the Supplier, the Purchaser or a third party. The replacement of a defective item during the warranty period triggers the start of a new warranty period that is identical to the contractual warranty period.

**6.3** The Supplier warrants that it will provide all the spare parts required for the Products to work as they should for a period of ten (10) years from the delivery date.

#### **7. LIABILITY**

**7.1** Should the Supplier breach any of its contractual obligations whatsoever, the Purchaser will be entitled, without the need for any formality and at its discretion, to terminate the Order or to ask the Supplier, at the latter's expense, for an exchange, repair, price reduction or performance by a third party, with the right to claim compensation to the Supplier for any damage or loss incurred.

**7.2** The Supplier shall be solely liable for damages of any kind, including indirect damages, arising while performing the Order and caused any harm to the Purchaser and/or to third parties. The Supplier is also liable for any consequential loss, whether material or immaterial resulting from any delay, defect, malfunction or breakdown of the Supplies or of any act or omission arising from the Order. Consequently, the Supplier shall indemnify, defend and hold harmless the Purchaser any and all claims, losses, damages, expenses and costs of any nature arising therefrom.

#### **8. INSURANCE**

**8.1** The Supplier is required to justify, at the latest upon acceptance of the acceptance of the Order, that it holds insurance policies taken out with one or more or several insurers known to be solvent and guaranteeing :

- in all cases, its civil liability covering the financial consequences of bodily injury, property damage and consequential damage (consecutive or otherwise) caused to third parties (including the Purchaser) as a result of the execution of the Order. This policy must provide for a minimum amount of cover which shall not be less than 5 000 000.00 euros per claim and per year, it being understood that this amount in no way constitutes a contractual limitation of the Supplier's liability,
- its ten-year civil liability, when applicable to all or part of the Supply,
- depending on the nature of the Supply, any other policy specified in the Order.

**8.2** The Supplier shall provide the Purchaser, on request, with any certificate and coverage of the aforementioned insurance policies, as well as proof of payment of the corresponding premiums for the entire duration of the Order, including the warranty period. Any changes during performance affecting the scope of the guarantees and/or the capital covered must be subject of a new certificate which will be communicated to the Purchaser.

#### **9. TOOLS AND OTHER MATERIALS**

**9.1** Tools and other materials ordered or provided by the Purchaser, such as samples, drawings, plans, standards, models, documents and spare parts, are and remain the property of the Purchaser, reserved for its sole use and subject to return at any time. Intellectual property rights shall remain the exclusive property of the Purchaser.

**9.2** The Supplier shall take all precautions, particularly as regards their use, maintenance and storage, to preserve such materials in perfect condition and shall take out adequate insurance against all risks and losses, including the Purchaser's loss of use if they are unavailable.

## **10. WORK ON SITE**

**10.1** In the event of work performed on the Purchaser's site or on the premises of one of its customers, the Supplier monitors the performance of the Services on the site and provides the Purchaser with periodic reporting on their progress.

The Purchaser may perform checks on the site to verify that the deadlines and material conditions of performance of the Order are being upheld. These checks do not exempt the Supplier from its performance obligation. At the Supplier's request, the Purchaser or its customer may provide the Supplier with certain facilities, which the Supplier will maintain at its own expense.

**10.2** In the event of a change occurring in the workload of the Purchaser or its customer or the establishment concerned by the Order, the Supplier's Services may be amended in volume terms and rescheduled at the Purchaser's request, by means of a rider.

**10.3** For certain on-site Services and under the conditions defined by the Purchaser, the Supplier may be authorised to use or to connect to the Purchaser's computer network or that of its customer. In the event of unauthorised use or use not directly associated with the performance of the Order by the Supplier, one of its subcontractors or any other person or entity for whom it is responsible, the Purchaser shall be entitled to terminate the Order. The Supplier will be entirely liable for the harmful effects of such use for the Purchaser or its customer.

**10.4** In the case of performance of the Order on the site of the Purchaser or its customer, that entity shall be entitled to require from the Supplier, at any time, documents providing evidence of the lawful nature of the employment contracts of the staff employed on the site.

**10.5** The Supplier shall comply with the safety rules, environmental rules and the internal policy in effect on the Purchaser's premises or on its customer's premises, in the event that the services are performed on that entity's site. The Supplier is responsible for ensuring that these rules are followed by its entire staff working on the site.

## **11. CONFIDENTIALITY**

**11.1** All documents such as specifications, drawings, plans and all objects such as models, samples, or specimens (hereinafter referred to as the "Information") that were provided to the Supplier or that it produces itself for the Purchaser's requirements, are and remain the exclusive property of the Purchaser. The Supplier undertakes to use them solely for the Purchaser's requirements.

**11.2** Unless the Purchaser has given its prior and written authorisation, the Supplier shall keep confidential all Information conveyed to it by the Purchaser and shall take all measures to ensure that the Purchaser's Information is not conveyed to a third party either by itself or by its employees, agents, suppliers or subcontractors.

**11.3** This confidentiality obligation will remain in effect for (i) the entire duration of performance of the Order and (ii) for five (5) years following the end of the Order.

**11.4** The Supplier shall not mention its business relationship with the Purchaser without the Purchaser's prior and written authorisation. The Supplier is responsible for ensuring the security of the personal data of the Purchaser's staff, irrespective of how such data are collected.

**11.5** The Supplier shall return to the Purchaser all Information, as well as any copies it makes, after performance of the Order or at any time at the Purchaser's request.

## **12. INTELLECTUAL PROPERTY**

**12.1** The price of the Order includes the transfer to the Purchaser of the Supplier's intellectual property rights relating to the Supplies for all territories and for the term of protection of the associated intellectual property rights. The Supplier warrants to the Purchaser that its Supplies are free of all third-party rights. It shall be held liable with regard to the Purchaser for any complaints from third parties, including all damages relating thereto.

**12.2** Consequently, the Supplier shall indemnify and hold the Purchaser harmless against any complaint, lawsuit or claim for damages brought by a third party as a result of the use of Supplies implementing intellectual property rights belonging to third parties.

**12.3** By way of a derogation from article above, in the event that the Supplies include a software application or the right to use a software application, the Supplier only grants the Purchaser one user licence for the software in question. This licence is free of charge and unlimited in time,

and includes the right to use the associated documentation, to copy the software for its installation, to make any backup copy, to grant freely and without charge a sub-licence to use the software to any third party of its choice and to authorise such third party(ies) to grant their clients a sub-licence to use the software.

**12.4** The Supplier grants the Purchaser, free of charge, free use of the necessary intellectual property rights in the case of termination, for the completion of the Supplies, as well as after the expiry of the warranties indicated in Article 6 "Warranty", for maintenance and/or replacement, repair, modification and development of the Supplies.

## **13. TRANSFER OF OWNERSHIP AND RISK**

**13.1** The transfer of ownership shall be effective on the date of the delivery of the Products or as and when Services are performed.

**13.2** Risk is transferred to the Purchaser in accordance with the Incoterm® specified in the Order or, failing this, the one specified in article 5 "Price, Invoicing and Payment Terms" of these Conditions.

## **14. TERMINATION AND NON-WAIVER**

### **14.1 Termination for personal reason**

The Purchaser reserves the right to terminate the Order by operation of law and without specifying the reasons therefor, after written notification to the Supplier by any means. Termination will take effect after having respected a minimum of fifteen (15) calendar days from receipt of the notification. An inventory of the progress of the Supply will be carried out and formalized in a report signed by both Parties. In the absence of a Supplier representative on the scheduled date, the progress report of the Supply shall be deemed to be contradictory and enforceable against the Supplier. The part of the Supply performed up to the date of effective termination of the Order shall be payable by the Purchaser to the Supplier.

### **14.2 Termination for contractual breach**

**14.2.1 With notice:** In addition to the rights and other prerogatives granted to the Purchaser hereunder, failure to comply with any of the Supplier's obligations under these General Terms and Conditions of Purchase shall be entitled to terminate the Order, in whole or in part, and without indemnity, if, despite written notification by registered letter with acknowledgement of receipt, the Supplier fails to remedy the situation within eight (8) calendar days of its receipt, without prejudice to any damages to which the Purchaser may be entitled.

**14.2.2 Without notice:** Notwithstanding the preceding provisions, the Purchaser has the right to terminate the Order, in whole or in part, without compensation, in the event of failure to comply with any of the obligations specified in the following articles:

- 17 "Supplier's compliance with export control regulations",
- 18 "Supplier's compliance with the Code of Business Conduct",
- 19 "Environmental and Social Responsibility".

### **14.3 Non-waiver**

No failure or delay on the part of the Purchaser to exercise any right or remedy under the Order shall be construed as a waiver of such right or remedy.

## **15. FORCE MAJEURE AND EQUIVALENT CASES**

### **15.1 Force majeure**

**15.1.1** The obligations of either party are by rights suspended and they are released from liability after sending a registered letter with acknowledgement of receipt to the other party: (i) in case of force majeure event. Force majeure events are events that are unforeseeable, insurmountable and external preventing its execution under reasonable economic conditions; (ii) in the following cases: industrial dispute, strikes, sabotage, acts of terrorism, attacks by a third party (e.g.: hacker), insurmountable constraints and all other circumstances such as requisition, natural disasters, embargo, lockdown, epidemic, pandemic, lack of means of transport, general lack of supplies, restrictions on the use of energy when these other circumstances are beyond the control of the parties, and in a broader sense any event considered as a force majeure event by the courts and the French case law.

**15.1.2** The prevented party shall specify the reasons and the foreseeable consequences of the event. Should the case of force majeure and/or its consequences last more than three (3) months from the event date, the Purchaser informs the Supplier, by registered letter with acknowledgment of receipt, whether it waives the Order on account of the delay or it insists in order the delivery and/or the performance of the Services to be fulfilled.

### **15.2 Equivalent cases**

**15.2.1** In case of government or legal restrictions, especially due to a health crisis (such as COVID-19), epidemic or pandemic, from French government or any other third country, preventing the Purchaser from performing its

contractual obligations under reasonable economic conditions, the latter shall be entitled to suspend its contractual obligations.

**15.2.2** The Purchaser shall specify the reasons and the foreseeable consequences of the event. The parties undertake to make their best efforts to renegotiate the contract in order to encourage the continuance of contractual relations. In the event of negotiations break down within one (1) month from the effective date of such restrictions, either party may terminate the contract by registered letter with acknowledgment of receipt, unless the parties agree otherwise.

## **16. THE CONTRACTING PARTIES, ASSIGNMENT, SUBCONTRACTING AND THIRD PARTIES**

**16.1** Orders may not be performed in whole or in part by an assignee or subcontractor of the Supplier without the Purchaser's prior and written authorisation. The Supplier will notify the Purchaser in the event of a change in the person of the Supplier. The Purchaser will have then the option of terminating the Order without prior notice.

**16.2** The Purchaser may assign the Order to any third party at any time. It shall notify the Supplier of any such assignment by simple letter.

**16.3** The assignment of the Order shall be notified in writing and releases the assigning party from its future obligations under this agreement.

**16.4** The Supplier undertakes to inform the Purchaser once the Supplier's turnover generated from the Purchaser reaches thirty per cent (30%) of the Supplier's total turnover.

Before this threshold of thirty per cent (30%) is reached, the Supplier undertakes to meet the Purchaser in order to implement the necessary measures to avoid economic dependency, in particular by diversifying its business.

## **17. SUPPLIER'S COMPLIANCE WITH EXPORT CONTROL REGULATIONS**

**17.1** The Supplier undertakes, for all Supplies rendered pursuant to the provisions of these terms and conditions, to comply with all applicable import, export and transfer of products and technologies ("Export Control"), customs, and international trade regulations ("Foreign Trade Regulations"), as well as to obtain the necessary export licenses, unless the Purchaser or a third party to this Purchase Order is required to do so in accordance with applicable Foreign Trade Regulations.

**17.2** The Supplier undertakes, as soon as possible and no later than five (5) working days prior to the Delivery Date, to provide the Purchaser in writing with all information and data required by the Purchaser in order to comply with the Foreign Trade Regulations for Products and Services of the countries in which the import, export or re-export operation takes place in the case of resale.

**17.3** In all cases, the Supplier undertakes to provide for each Supply : the Export Control Classification Number (ECCN), as defined by U.S. or European regulations, or those of another country; and all applicable codes for export lists (for dual-use goods, military goods, etc.); and the Product code defined by the classification in force for foreign trade statistics and by the Harmonized System nomenclature; and the country of origin (excluding preferential origin); and at the Purchaser's first request : a declaration of preferential origin from the Supplier (for European Suppliers) once a year, or a certificate of preferential origin (for non-European Suppliers).

**17.4** These elements are defined as "Foreign Trade/Export Control Data". In the event of modification of the origin and/or characteristics of the Products and Services and/or of the applicable Foreign Trade Regulations, and more generally of the data transmitted in the preceding paragraph, the Supplier undertakes to update the Foreign Trade/Export Control Data as soon as possible but at the latest before the Delivery Date.

**17.5** The Supplier undertakes to bear all costs incurred by the Purchaser and to compensate any loss suffered by the Purchaser as a result of non-performance or defective performance in the transmission and updating of the Foreign Trade/Export Control Data.

**17.6** The Purchaser is entitled not to fulfil its obligations if national or international regulations or any other imperative constraint, relating to national or international trade, import or export, customs obligations, embargoes or any other sanctions, oppose or contravene the validity or performance of its obligations.

## **18. SUPPLIER'S COMPLIANCE WITH THE MASTER GRID CODE OF CONDUCT / BUSINESS ETHICS**

**18.1** The Purchaser and Supplier formally undertake to comply with French, European and international legislation relating to business ethics and the fight against corruption.

**18.2** The Supplier declares that it has read the Purchaser's Code of Business Conduct published on its website and that it will comply with it throughout the pre-contractual phase and its contractual relationship with the Purchaser.

**18.3** In particular, the Supplier undertakes to comply with the provisions of the Code of Conduct applicable to Master Grid's suppliers, subcontractors, partners and commercial intermediaries (hereinafter referred to as the "Supplier Code of Conduct"), and to make every effort to promote the said document among its own suppliers, and to ensure that it is applied.

**18.4** The Supplier agrees to give, at Purchaser's request, a written self-assessment of its company's compliance with the Code of Conduct, within twenty (20) calendar days from the request issued by the Purchaser, unless otherwise agreed.

**18.5** The Supplier undertakes to preserve correct and complete copies of all internal documents relating to its company's compliance with the Code of Conduct. The Supplier agrees to supply the Purchaser with these copies, as well as all reasonably useful information, allowing the Purchaser to verify the Supplier's compliance with the Code of Conduct.

**18.6** In the event of lack of compliance by the Supplier with the Code of Conduct, the Supplier undertakes to inform the Purchaser thereof without delay. If the Supplier's declarations relating to its lack of compliance, or if any other type of allegation issued by the Supplier that threatens the reputation of the Purchaser should become public, notably via the media, the Supplier then undertakes without delay, at Purchaser's request, to supply it with a written certificate relating to its company's lack of compliance with the Code of Conduct or with the contentious allegations.

**18.7** Purchaser and/or its employees and/or its authorised representatives and/or any third party appointed by the Purchaser has the right to conduct unscheduled audits on the Supplier's premises, in order to check the Supplier's compliance with the provisions of the Code of Conduct. In addition to Purchaser's right to take any other action it considers reasonable, the Purchaser has the right to access and to check any of the Supplier's internal documents, provided such documents are necessary for the proper performance of the Order, and to question any employee of the Supplier on the company's compliance with the Code of Conduct. The Supplier undertakes to work with and assist the Purchaser during the audit. The Purchaser may exercise the rights arising from this article throughout the term of the Order as well as for a period of three (3) years thereafter. If the audit reveals a substantial lack of compliance by the Supplier with the Code of Conduct, the Supplier shall pay all the audit costs, in addition to any compensation that may be claimed by the Purchaser.

**18.8** In addition to the rights and compensations that Purchaser may claim, the Purchaser shall be entitled to terminate any Order issued, by sending to the Supplier a prior and written notice thereof and an effective date of termination, in the event that the Supplier:

- breaches the obligations stipulated in the first paragraph of this article;
- refuses to perform a self-assessment requested by the Purchaser in accordance with the second paragraph of this article or hinders it unreasonably;
- unreasonably prevents the Purchaser from exercising its audit right as described in paragraph 5 of this article.

However, if in the situations described above the Supplier is able to remedy all the prejudices caused to the Purchaser, the latter may only terminate the Order after the expiry of a reasonable grace period granted to the Supplier so that it may remedy said prejudices.

**18.9** The Supplier shall give, with regard to the Purchaser or to any third party designated by the Purchaser, the necessary organisational instructions and take measures, particularly in the fields of premises and physical security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognised initiatives based on the World Customs Organization (WCO) SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall guarantee the safety of the Products and Services provided to the Purchaser or to any third party designated by the Purchaser against any unauthorised access and handling. The Supplier may only employ persons with the necessary integrity to do so, and shall ensure that its co-contractors, and in particular its subcontractors comply with the obligations defined in this article. These obligations will apply, under the conditions mentioned above, to the supply, production, storage, handling, processing, loading and conveyance of the Goods and Services.

## **19. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

**19.1** The Supplier acknowledges having read and accepted the Purchaser's commitments in terms of ethics and environmental and social responsibility, as set out in its reference documentation; these commitments are available on the Purchaser's website.

**19.2** The Supplier hereby declares and warrants to the Purchaser that it will comply with the standards of international law and national law(s) applicable to the order (including any changes thereto during the term of

the order), relating to: (i) human rights and fundamental freedoms, in particular the prohibition (a) of the use of child labor and any other form of forced or compulsory labor; (b) of any form of discrimination within its company or with regard to its suppliers or subcontractors; (ii) embargoes, arms and drugs trafficking and terrorism; (iii) trade, import and export licenses and customs; (iv) health and safety of personnel and third parties; (v) protection of the environment; (vi) economic offences, in particular corruption, fraud, influence peddling (or equivalent offence under the national law applicable to this contract), swindling, theft, misuse of company assets, counterfeiting, forgery and any related offence; (viii) the fight against money laundering; (ix) competition law.

**19.3** In addition, in the event that the Supplier intervenes to carry out the order on a site of the Purchaser (or of a third party, as designated by the Purchaser), the Supplier respects and ensures that its own suppliers and subcontractors intervening on the said site respect the Purchaser's health, safety and environmental rules, referred to in Article 10 "On-site work" of these Conditions, as well as the provisions of the present Article.

**19.4** With regard to its own activities, the Supplier undertakes to cooperate actively and to act in such a way as to enable the Purchaser to comply with its legal obligations in terms of due diligence. To this end, the Supplier shall cooperate in the implementation of the measures provided for, and shall immediately alert the Purchaser of any serious breach, or of any element which may constitute a serious breach, of the above-mentioned standards, within the framework of its relationship with the Purchaser.

**19.5** The Purchaser may at any time request proof from the Supplier that it has complied with the provisions of this clause and may carry out audits or have them carried out at any time, subject to prior notice and at its own expense. In the event of an audit, the Supplier undertakes to grant the Purchaser's personnel access to its premises and sites, and to provide any information and/or documentation that the Purchaser may request to enable it to carry out the audit.

**19.6** Any breach by the Supplier of the provisions of this clause shall constitute a breach of contract conferring the right to terminate the contract, in accordance with the provisions of Article 14 "Termination and Waiver" of these Conditions.

## **20. GOVERNING LAW AND JURISDICTION**

**20.1** All Orders are subject to French substantive law, to the exclusion of the Vienna Convention of 11 April 1980 (UN Convention on Contracts for the International Sale of Goods). In the event of a disagreement regarding the validity, performance and/or interpretation of the contractual provisions of the Order, the Parties shall meet with a view to seeking an amicable solution. To this end, the claimant Party shall send to the other Party a registered letter with acknowledgement of receipt indicating the reference number of the disputed Order, the subject of the dispute and a proposed meeting in order to resolve the dispute amicably. In the absence of an amicable settlement within one (1) month from the date of receipt by the other Party of the registered letter, the dispute shall be brought to the jurisdiction of the Commercial Courts of Grenoble.

**20.2** These Terms and Conditions of Purchase are drafted in French and in English. In the event of a difficulty in their interpretation, only the French version shall prevail.

*-END OF THE DOCUMENT-*