

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES OF THE COMPANY (NOVEMBER 2024)

*These general terms and conditions of purchase (hereinafter "GTCs") are applicable to any orders issued by SAUR SAS with a share capital of 101,529,000 euros, 11 chemin de Bretagne, 92130 Issy les Moulineaux, RCS Nanterre 339 379 984 or any entity controlled by SAUR within the meaning of Article L. 233-3 of the French Commercial Code (hereinafter the "Company"). As such, they replace the Company's previous general terms and conditions of purchase.*

### 1. APPLICATION OF THE GTCs AND ORDER:

These GTCs apply to the purchase by the Company of services designated on the corresponding purchase order (hereinafter "Services") form. "Order" means the hard paper or electronic document by which the Company orders Services from the Service Provider. The signature of the Order form implies acceptance of these GTCs.

However, if a regular business flow incents for the parties to agree on framework general conditions, intended to govern all their Orders for a certain period of time, these framework general conditions will replace them. The Order is then placed through the specific terms and conditions on which references to the general framework conditions are mentioned.

The absence of a signed copy of the Order within two (2) working days of the receipt of the Order or the performance of the Order by the Service Provider shall be deemed as the Supplier's commitment by the latter under the terms hereof.

The GTCs cancel and replace any prior agreement and prevail over any contrary terms or conditions that may appear on any of the Supplier's documents.

### 2. OBLIGATIONS OF THE SERVICE PROVIDER:

The Service Provider represents that it has the necessary qualifications, skills and resources to carry out this Order. The Service Provider shall justify it upon Company's request.

The Service Provider enters into a performance obligation ("obligation de résultat") with the Company, and advice and information. As such, it may not rely on any omission, imprecision or error contained in the contractual documents to question its obligations.

Only services that are the subject of an amendment made in writing and duly signed by the parties or, failing that, of a change order notified by registered letter with acknowledgment of receipt and shall be considered as cancelled, modified or additional Services. The change order is binding as soon as it is signed.

The Service Provider cannot subcontract all or part of its Services without having requested and obtained the Company's authorization in writing. The Service Provider shall submit to its request for authorization to subcontract all documents proving that its own subcontractor has complied with the obligations to which it itself is liable under this agreement.

The Service Provider undertakes to comply with the minimum applicable legal or regulatory requirements, and/or that the Company will impose on it, in terms of:

- Energy management and energy performance management of supplies delivered or made available according to ISO 50.001;
- Environmental management according to ISO 14.001;
- Quality management according to ISO 9001 standard;
- Occupational health and safety management according to ISO 45.001.

The Service Provider, having examined the site, implements the means compatible with the constraints of the place, and performs its Services in accordance with the rules of the art in accordance with the standards and practices in force. It shall provide the Company with all documents necessary for the proper performance of its Services and in particular, if necessary, its detailed planning, its price breakdown schedule, its performance plans, its calculation notes and technical documentation relating to the materials used. As the Service Provider carries out its mission, it ensures the perfect cleaning of the site where it provides the Services, and bears all the financial consequences of any damage. The Service Provider shall, under its sole responsibility, ensure the protection and supervision of the materials and supplies it implements in the context of the execution of its Order.

In addition, the Service Provider undertakes that the turnover excluding tax which it achieves in respect of the Orders placed with the Company shall not exceed 20% of its total turnover excluding tax. In the event of a risk of excess, the Service Provider undertakes to notify immediately the Company by any written means confirmed by registered letter with acknowledgement of receipt for consultation purposes.

### 3. SOCIAL AND TAX LEGISLATION - HYGIENE AND SECURITY:

The Service Provider shall comply with any social and tax legislation in force and with any regulations or provisions applicable at the place where the Services are performed. At any time, the Company may ask the Service Provider to justify compliance with these regulations.

The Service Provider is responsible for the safety of its personnel and ensures compliance with the applicable health and safety rules. Before any performance of his Services, when this communication is required by the legislation in force, it submits its Special Safety and Health Plan (SSHP).

The Service Provider declares that it complies with the provisions of the French Labour Code on concealed work (Articles L.8221-3 and L.8221-5) and with the provisions of the French Labour Code on foreign workers (Articles L.8251-1 and L.5221-8), relating to the persons it employs. Under these conditions and in order to comply with the provisions of the French Labour Code (Articles R.8222-1 and L.8254-1 and 2), the Service Provider certifies on its honour:

- Not to have been convicted with a mention in the Bulletin No.2 of its criminal record, within the last five (5) years of an offence referred to in Articles L. 8221-1, L. 8221-3, L. 8221-5, L. 5221-8, L. 8231-1, L. 8241-1, L.8251-1 and L.8261-1 of the French Labour Code ;
- Have met and comply with all tax and social obligations ;
- Carry out the Services with employees regularly employed in accordance with Articles L. 1221-10, L. 3243-2 and R. 3243-1 of the French Labour Code.

The Service Provider also undertakes not to propose the Company or use any subcontractor that does not comply with these obligations.

In accordance with the regulations in force, the Service Provider undertakes to provide the Company, on the date of the Order and, where applicable, every six (6) months until the end of the performance of the Order, with the following documents:

- A certificate of social security declaration and payment of social security contributions from the social security institution responsible for collecting contributions, a certificate dating less than (6) six months ;
- if the Service provider is required to be registered in the trade and companies register or the national register of companies as a company in the craft sector, or if it is a regulated profession, one of the following documents:
  - a) an extract from the enrolment in the register of trade and companies (such as "K" or "Kbis") ;
  - b) an extract from the registration in the register of trade and companies as a company in the trade and craft sector ;
  - c) an offer, advertising document or professional correspondence, provided that the name or business name, full address and registration number in the trade and companies register or in the national register of companies as a company in the craft

- sector or on a list or roll of a professional body or the reference to the authorisation granted by the competent authority are given ;
- d) the electronic acknowledgement of receipt issued by the court clerk of the competent commercial court or the competent chamber of commerce (as referred to in Article R123-6 of the French Commercial Code).

#### **4. BILLING AND PAYMENT:**

The Service Provider shall send its invoice to the Company, which shall be sent at the earliest upon completion of the Services. Unless otherwise agreed, the Supplier shall send its invoice through the "Cegedim" dematerialization tools as per the instructions given by the Company. In addition to the mandatory legal information as per Article L441-9 of the French Civil code, the invoice shall mention the Order number and the name of the person in charge in the company that issued the Order. The invoices thus drawn up shall be paid, unless disputed, by bank transfer to the Company's account within sixty (60) days from date of invoice. Any delay in payment will result in penalties calculated at the rate of three (3) times the legal interest rate, starting from the due date indicated on the unpaid invoice. In addition, in accordance with Article D. 441-5 of the French Commercial Code, a fixed indemnity of 40 euros for debt recovery costs will also be payable without the need for a reminder. Where the debt recovery costs incurred exceed the amount of this fixed indemnity, the creditor may request additional compensation, upon justification.

#### **5. PERFORMANCE DEADLINE:**

For each excess of the deadlines provided for in the contract (date of starting or completion, performance of a task, lifting of reservations, or repair of disorders), the Service Provider shall automatically and without prior notice apply a deduction equal to 0.5% excluding VAT of the amount excluding VAT of the Order, per calendar day of delay until the 5th day inclusive, then 1% excluding VAT of the amount excluding VAT of the Order per calendar day of delay as from the 6th day. This deduction may in no case be less than €100. The Service Provider is also required to compensate the Company for the damage suffered as a result of all the financial consequences of its failure if the actual damage exceeds the amount of the compensation.

#### **6. SUSPENSION:**

One (or more) Order(s) may be suspended, in whole or in part, at the request of the Company, in the event of suspension of all or part of the project for which the Services are provided.

#### **7. COMPLETION - RECEPTION:**

Upon completion of the Services, the Service Provider shall invite the Company to come and check on site the conformity of the Services. In the event of defects or non-conformity, the Service Provider undertakes to carry out without delay the operations necessary to bring them into conformity. When an acceptance is pronounced in accordance with Art. 1792.6 of the Civil Code, the Service Provider intervenes in the acceptance operations. The reservations mentioned by the Company in the acceptance report shall be lifted by the Service Provider within the deadlines indicated by the Company.

#### **8. INTELLECTUAL PROPERTY:**

In consideration of the sums paid by the Company to the Service Provider, the latter assigns exclusively to the Company, as and when they are carried out:

- Full and complete ownership of the work and specific elements carried out for the Company and the results of the Services, works and services, including, in particular, but not limited to, plans, technical notes, drawings, mock-ups and any element necessary to obtain the results ordered
- All copyright on the works and the results of the works and Services for any exploitation and on any current or future medium, including paper, magnetic, optical or videographic, discs, diskettes, tapes, tapes, listings, videograms, Internet.

These rights consist of the rights of reproduction and use, representation, publication, editing, adaptation, modification, correction, development, integration, transcription, translation, digitization, commercialization in any way and in any form whatsoever. This assignment is effective both for France and abroad and for the entire legal period of copyright protection of the works.

The documents, information or data provided by the Company to the Service Provider to enable it to perform the Services remain the property of the Company and will be returned to the Company at the end of the performance of said Services. The Service Provider undertakes not to use the plans, calculation elements, written documents or, more generally, all documents, information and data transmitted to it by the Company, other than in the context of the performance of the Order. The Service Provider expressly undertakes not to make or cause to be made any Services or grant any rights under the Order that may directly or indirectly infringe the intellectual property rights of third parties. The Service Provider guarantees the Company against all allegations relating to the infringement of an intellectual property right by the Services it has provided in execution of the Order or the rights granted. The Company shall never be concerned about this issue. The Supplier undertakes, in the event of a dispute, to take all necessary measures to put an end to such dispute, including the costs of legal proceedings, amicable settlement or any damages to which the Company may be condemned by a court decision that has become final and based on a Service performed or a right granted in respect of orders placed by the Service Provider.

#### **9. LIABILITY - INSURANCE:**

The Service Provider is liable for any damages and their consequences resulting from its contractual and/or tortious liability. Thus, it is liable to the Company and to any third party for risks of any kind resulting from its activity. The provisions of Act No. 78-12 of 4 January 1978 are applicable in their entirety to the Service Provider when the latter is assimilated to a manufacturer within the meaning of Article 1792-1 of the Civil Code. The Service Provider guarantees the confidentiality and integrity of the data processed by it in the context of the execution of the Order. It shall take all technical and organisational measures to ensure the security of such data. In the event that the Company provides the Service Provider with the equipment and/or materials necessary for the performance of the Services (hereinafter the "Equipment"), legal custody will pass to the Service Provider who will bears full liability within the meaning of Article 1242 of the Civil Code when the Service Provider takes possession of the Equipment. All Equipment is delivered to the Service Provider in good working order and with the updated maintenance planned by the manufacturer. It shall be provided with the technical documentation necessary for its use and maintenance, if necessary. The Service Provider is required to insure itself, before the start of the performance of the Order, for all the above-mentioned risks. It shall provide, at the Company's mere request, the corresponding certificates. These documents shall provide in particular the activities covered, the benefit amounts and deduction per claim and, for ten-year building contractor's guarantee or civil engineering insurance, the application of the capitalisation scheme and the criteria for applying the policy (statement of opening of a site or other). In the event that the Company takes insurance policies, the Service Provider undertakes to accept the conditions thereof and to bear the cost of such policies according to the Services entrusted to it.

#### **10. FORCE MAJEURE:**

The Parties shall not be liable for any delay or failure to perform the Agreement caused by an event of force majeure. It is specified that force majeure exists when an event beyond the control of the Party concerned, which could not reasonably have been foreseen at the time the Agreement was entered into, and whose effects cannot be avoided by appropriate measures, prevents the Party concerned from fulfilling its obligation. The parties hereby agree that epidemics, pandemic or similar events of national range as well as governmental measures of sanitary emergency shall be considered as force majeure if the affected Party is able to demonstrate that it has not been able to avoid the effects of this event by taking appropriate measures and that it is unable to perform its obligations under the Agreement. It is the responsibility of the Party concerned to notify the other Party of the existence of such a case and to inform the other Party of the measures taken or to be taken, within a maximum period of five (5) working days from the occurrence of the event, under penalty of foreclosure. The Party suffering from the force majeure event shall do everything in its power to remedy the non-performance of its obligations and limit the consequences thereof on the proper performance of the Agreement or the Order concerned. In any event, strikes limited to the Supplier's personnel or any subcontractors do not relieve the Supplier of its responsibility in the event of delay or inability to perform.

#### **11. ANTI-CORRUPTION:**

The Service Provider represents and warrants to the Company:

- That it complies with all applicable French and international legislation, in particular with regard to the fight against corruption, influence peddling, favouritism, illegal taking of interests and embezzlement of public funds (hereinafter referred to as "Corruption");
- That it has not committed and that it undertakes not to commit any act that would constitute a breach of any French and foreign legislation in the fight against corruption that would be applicable to either party or in connection with the performance of the Order;
- That it is not the subject of any administrative or judicial procedure or investigation concerning facts that would constitute Corruption;
- That it has set up a system to prevent and fight Corruption;
- That it has read the Company's Code of Conduct accessible on the website [www.saur.com](http://www.saur.com) and undertakes to comply with all its provisions, in particular those relating to the fight against Corruption;
- That its officers, employees, collaborators, agents, subsidiaries or affiliates, as well as any person or company acting on its behalf or in its name, including its subcontractors and co-contractors, comply with all the above-mentioned obligations

The Service Provider expressly undertakes to notify the Company without delay of any fact, event, circumstance or change in circumstances, including any request, procedure or investigation relating to the violation or alleged violation of applicable Corruption standards, that may question the veracity or render inaccurate any of the aforementioned statement and guarantees.

The Service Provider undertakes to indemnify the Company for any damage, current or future, resulting from an inaccuracy of any of the aforementioned declarations and guarantees or from a breach of any of the aforementioned commitments, including, at the Company's first request, all legal and expert fees and expenses incurred by the Company as a result of such inaccuracy or breach.

The Company reserves the right to terminate the Order automatically and without prior notice in the event of non-compliance with the principles set out in this Article.

#### **12. SUBSTITUTION - TERMINATION:**

In the event of non-performance of a contractual obligation by the Service Provider and after formal notice that has remained unsuccessful for a period of eight days, the Company may notify the Service Provider of its decision to perform itself or to have part of the Services not performed, or to terminate the Order.

In the event of termination or substitution, the aforementioned formal notice will also indicate the date on which there will be a joint acknowledgment on the progress of the Services that will be established by both parties. In the absence of a representative of the Service Provider, the Company will provide a statement of service, and such statement shall be deemed established by both parties and enforceable against the Service Provider. In all cases, the additional costs resulting from the intervention of the newly appointed service provider shall be borne by the defaulting Service Provider, whether in terms of price or time, the latter being given as an indication and is not limitative.

#### **13. JURISDICTION:**

In the event of difficulty in the construction or performance the general terms and conditions of purchase and/or the related Order(s), the parties agree first to seek in good faith an amicable solution prior to any litigation. Thus, in the absence of an amicable agreement between the parties within thirty (30) calendar days of the notification sent by one party to the other, the said dispute shall be submitted to the Paris Commercial Court, having sole jurisdiction over any dispute that may arise hereunder.

#### **14. GOVERNING LAW:**

This Order and the general terms and conditions of purchase are governed by French law.

#### **15. PERSONAL DATA:**

The Service Provider shall carry out the Order in accordance with the applicable legislation on the protection of personal data, in particular the Data Protection Regulation 2016/679 (hereinafter, "GDPR") and, in particular, shall take appropriate technical and organisational measures to protect the Company's personal data against unauthorised or unlawful processing as well as against loss, accidental destruction and alteration of the data. The Service Provider acknowledges that the Company may collect and process personal data concerning the Service Provider's contact points in compliance with the GDPR. Such processing is necessary for the purposes of managing the commercial relationship on the basis of the legitimate interest pursued by the Company in its capacity as data controller within the meaning of the GDPR. The Company will use reasonable means to provide the information required under Articles 13 and 14 GDPR (depending on whether the collection is direct or indirect) to the Service Provider's data subjects. However, in order to guarantee optimal information to these persons and to facilitate the exercise of their rights, it is recalled that the Service Provider must also include in its own policy for the management of the personal data of its personnel the information that the Service Provider is likely to transmit personal data of its personnel to the category of recipients to which the Company belongs.

#### **16. CONFIDENTIALITY**

For the duration of the Order and for a period of three (3) years following its termination or anticipated resolution, regardless of the cause, each Party undertakes to :

- Consider and treat as confidential all general and specific information communicated by each Party under this Order or that each Party may have become aware during the performance of this Order, as well as data, studies, and information resulting of the performance of the Order. All other information in respect of which a Party is bound by a confidentiality agreement and/or which must be treated as confidential under the law n°2018-670 of July 30, 2018 on Trade secret, regardless of transmission or presentation
- Not to communicate to third party or any party, any part of the data or information whether materialized or not ;

- Not reproduce or authorize the reproduction of such data or information without obtaining the prior written consent of the other Party. All confidential information and their reproduction transmitted stay the propriety of the Party that transmitted them and should be restituted to this Party immediately or at first request and in all cases at the end of the contractual relationship.
- Use directly or indirectly these data or information only in connection with the Order ;
- Take all appropriate measure with regard to third parties or its own personnel concerned by the execution of the Order, to enforce this commitment.

This confidentiality agreement shall not be applicable enforceable to the information that :

- are already in public domain before the date of disclosure or communication or that becomes publicly available after such disclosure and/or communication without infringing this confidentiality clause ;
- for the information that a Party had known before the transmission by the other Party, the information received legally by a third party who did not receive it directly or indirectly from the other Party ;
- the information that the law, regulation or court order would require to disclose, provided that the Party which have to disclose the information had given prior written notice five (5) business days before the disclosure to the Party owning the confidential information and allow this Party to object the disclosure.

Each Party makes these commitments for its own name and on the behalf of its staff and the staff of the persons who depend on it or who work at its request in the performance of the Order.

#### **17. ELECTRONIC SIGNATURE :**

The Parties expressly agree that the Order can be signed electronically and declare that they accept the way of expressing and materializing their consent by a secured system of authentication proposed by one of the Parties and hosted on a platform managed by a specialized service provider. In accordance with Article 1366 of the French Civil Code, the electronic signature is deemed as valid as the handwritten signature.

The Parties agree not to contest the content, reliability, integrity, or the probative value of a document and the information that it contains provided that the document is created on electronic rather than paper. Unless proven otherwise the Parties acknowledge that electronic support is considered to have the same degree of reliability and legal value as handwritten signatures.

**General Terms and Conditions of Purchase updated on November 2024**