

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SUPPLIES 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 Company's purchase of the supplies designated on the corresponding purchase order (hereinafter "Supplies"). "Order" means the hard paper or electronic document by which the Company orders Supplies from the Supplier. 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 special 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 Supplier shall be deemed as the Supplier's commitment hereunder.

These general terms and conditions cancel and replace any prior agreement and prevail over any contrary clauses or conditions that may appear on any Supplier's documents.

2. OBLIGATIONS OF THE SUPPLIER:

Supplies shall be completely delivered, in accordance with contractual provisions, specifications, applicable regulations (in particular concerning safety) and be the best choice in the Supplier's range.

Only Supplies 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 Supplies. The change order is binding as soon as it is signed.

The Supplier incurs a general obligation of information towards the Company and shall provide the Company, as soon as possible and in French language, with all documents, instructions for use, models or samples. When the products, objects or devices sold require the issuance of certificates, permits or user cards, the Supplier is required to inform the Company and provide the Company with these documents before delivery. The Company may, after having previously notified the Supplier within a reasonable time, obtain free access to the Supplier's factories or workshops in order to check the progress of manufacturing or compliance with the specifications provided in the Order. Finally, the Supplier undertakes to comply with any minimum applicable legal or regulatory requirements, and/or that the Company will charge to it, in terms of:

- Energy management and energy performance 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 in accordance with ISO 45.001.

The Supplier is responsible for the safety of its own personnel (including the wearing of personal protection equipment when required) and ensures compliance with the occupational health and safety rules applicable to its intervention where applicable. In addition, the Supplies delivered by the Supplier shall comply with the legal and regulatory requirements in force in the country for which they are intended, both Community and international, in particular with regard to safety, environment and labour law.

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

3. ACTION AGAINST CONCEALED WORK:

The Supplier is required to comply with any social and tax legislation in force as well as with any regulations or provisions applicable at the place where the Orders are performed, including in particular the instructions and the Prevention Plan that will be established with it. At any time, the Company may ask the Supplier to justify compliance with these regulations.

The Supplier 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.8251-8), 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 Supplier 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. 8221-8, 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 Order with employees regularly employed in accordance with Articles L. 1221-10, L. 3243-2 and R. 3243-1 of the French Labour Code.

The Supplier 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 Supplier 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 Supplier 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 Supplier shall send its invoice to the Company, which shall be sent at the earliest upon delivery of the Supplies. 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 Manager of the Company who placed 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. COMPLIANCE, PERFORMANCE DEADLINES:

The deadlines for delivery or commissioning date or any other date indicated in the Order is mandatory, it runs from the date of receipt by the Supplier of the Order. For each excess of the aforementioned deadlines, the Company may, at its own initiative and without prior notice, withhold 0.5% excluding VAT of the amount excluding VAT of the Order per calendar day of delay up to and including the 5th day, then 1% excluding VAT of the amount excluding VAT of the Order per calendar day of delay from the 6th day onwards. This deduction may in no case be less than €100. The Supplier shall also be 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. In the event of delay or non-compliance, the Company may also refuse or return the delivery. In this case, the Supplier shall be responsible for the custody of the refused or returned Supplies.

6. DELIVERY, COMMISSIONING:

Delivery, and if applicable, commissioning, shall be made at the place and time indicated by the Company at the Supplier's expense and risk. The delivery shall be together with a note in duplicate provided to the recipient and containing the number of the relevant Order and the exact details of the Supply. The acceptance of a delivery does not, however, release the Supplier, even outside the guarantees referred to in Article 7 below, from any non-conformities that may affect the Supplies. Ownership of the Supply is transferred to the Company when the Supply is individualized in the Supplier's workshops.

7. 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 Supplies are provided.

8. WARRANTY - LIABILITY - INSURANCE:

Until the expiry of the warranty period, the Supplier shall carry out at its own expense, as soon as possible, any replacement, repair, modification and/or tune-up necessary to maintain the characteristics, performance and yields guaranteed to the Company. If the Supplier does not comply with the provisions set out above, the Company reserves the right to have them carried out by a third party at the Supplier's expense and risk as set out in Article 9.

The Supplier guarantees the Company against any defects in design, material or workmanship, malfunction or loss of yield of its Supplies for a period of one (1) year from delivery, regardless of any legal guarantee. The Supplier shall indemnify the Company against any direct or indirect damage that it may suffer during the execution of this Order. The Supplier declares that it is insured for any risks that may arise from the performance of this Order. The Supplier shall provide evidence of it at the Company's first request.

9. ANTI-CORRUPTION:

The Supplier 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 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 Supplier 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 declarations and guarantees.

The Supplier 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.

10. PENALTY:

In the event of non-performance of a contractual obligation of the Supplier and after a formal notice that has remained unsuccessful for a period of eight (8) days, the Company may notify the Supplier of its decision to have a third party to carry out the contractual obligations at the expense of the Supplier or to terminate the Order without additional charge.

In all cases, the Company shall notify the defaulting Supplier, by registered letter with acknowledgement of receipt, of the date on which the substitution of Supplier will take place, or the date from which the contract will be terminated. Additional costs related in particular to the price or delays resulting from the intervention of a new Supplier shall be borne by the defaulting Supplier.

The Supplier undertakes to make available to the Company, within eight (8) days of the effective date of the contractual termination, the plans, notes or any other element useful for the performance of the relevant Supplies. Supplies manufactured but not yet delivered will be made available to the Company.

11. 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.

12. INTELLECTUAL PROPERTY:

The Supplier warrants to the Company that the Supply does not constitute an infringement to any third party's pre-existing industrial or intellectual property rights and therefore undertakes to indemnify the Company against any action or claim in this respect.

13. JURISDICTION:

In the event of difficulty in the construction or performance of the GTCs and 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 Commercial Court of Paris, which shall have sole jurisdiction over any dispute that may arise hereunder, regardless of the origin of the Supplies or the nationality of the Supplier.

14. GOVERNING LAW:

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

15. PERSONAL DATA:

The Supplier 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 Supplier acknowledges that the Company may collect and process personal data concerning the Supplier'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 Supplier'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 Supplier must also include in its own policy for the management of the personal data of its personnel the information that the Supplier 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