

General Terms and Conditions of Purchase

These general terms and conditions of purchase ("GTCP") apply to orders placed by ENGIE GREEN FRANCE OR ITS SUBSIDIARIES ("the Client"), with effect from 17 May 2021.

As such, they replace the Client's previous general terms and conditions of purchase. **Orders are issued following negotiations between the Parties based on the Supplier's general terms and conditions of sale when they exist and it has been agreed by common accord to apply these General Terms and Conditions in order to simplify the contractual process, subject to any adjustments agreed between the Parties.**

1. Application and validity

The GTCP are applicable to orders issued by ENGIE GREEN FRANCE OR ITS SUBSIDIARIES ("the Client") for the supply of material goods (excluding any software) ("Products"), or services ("Services"), as defined in each order or contract referencing the GTCP. These GTCP do not apply to orders placed by ENGIE GREEN FRANCE OR ITS SUBSIDIARIES for services and/or products covered by a separate framework agreement negotiated and signed between ENGIE GREEN FRANCE OR ITS SUBSIDIARIES and the Supplier.

2. Placing of the order

Each written order must be accepted within a maximum period of five (5) days from its sending date, failing which the order may be cancelled by the Client without obligation of justification or, if applicable, will be treated as having been accepted by the Supplier (concerning electronic orders, receipt by email is authorised). Acceptance of an order or the start of performance of said order by the Supplier is considered acceptance by the Supplier of said order as well as of the specific clauses and conditions contained in the purchase order or contract referring to the GTCP. If the Supplier accepts the order with reservations, it must notify the Client within five (5) days of receipt of the order in a separate written document. In this case, the Client shall no longer be bound by said order unless it confirms its acceptance of said changes in writing.

Exchange of documents between the Supplier and the Client

Any electronic document exchanged between the Supplier and the Client must include information identifying its issuer as well as information intended to identify its content.

The electronic contact details to be used by each of the Parties must be specified. The Parties agree that electronic contact details are sufficient to identify the sender of electronic documents and to authenticate their origin.

Agreement on proof

The Parties undertake to consider the documents they exchange (in electronic form) as original documents, fully and completely binding them. Consequently, the Parties intend to attribute evidential value to these documents, subject to compliance with the contractual provisions. The Parties agree to attribute to their documents the evidential value accorded by the law to paper documents. The Parties undertake to ensure that the content of their documents complies with the obligations, in particular formal obligations, arising from laws, regulations and commercial practices.

In any event, except in the established case of failure or corruption of their IT systems, the Parties expressly waive the right to invoke the nullity or unenforceability of their transactions on the grounds that they have been carried out through electronic or telecommunications systems.

Archiving of data

The Parties are personally responsible for archiving the documents issued and received, in particular for their own tax and accounting needs.

Security

Each Party is responsible for choosing the implementation and application of the security resources, tools and procedures, guaranteeing the protection of its performance and its data against the risks of unauthorised access, loss, alteration or destruction.

Each Party is responsible for implementing the tests necessary to guarantee and control its own security resources, tools and procedures.

3. Price and method of invoicing and payment

Unless otherwise indicated in writing in the order, prices are firm and non-revisable and include all costs, in particular transport, packaging, unloading, insurance, levies, charges, taxes excluding VAT and the parties renounce the application of Article 1195 of the Civil Code, each party agreeing to bear the consequences of any unforeseen event.

The Supplier's invoices must reproduce the mandatory legal notices and at least the following notices:

- The company name of the entity to be invoiced,
- The purchase order number relating to the invoice,
- The intra-community identification number.
- Details of the bank account to which payment is to be made

If these notices are not included, invoices may be refused by the Client. Furthermore, it is hereby agreed that specific information may be included in the Purchase Order.

Invoices must be sent **EXCLUSIVELY** by one of the following two electronic methods:

- 1) For faster processing: ENGIE_GREEN@email.basware.com
⇒ **provided** that the Supplier has first registered on the Basware portal:
<https://portal.basware.com/open/EngiePDFeInvoice140319>
A login help kit is available [here](#).
- 2) facture.egn@engie.com
⇒ If the Supplier is unable to access the Basware portal

The Client recommends the use of channel 1.

The invoices shall be accompanied by any supporting documents signed by both Parties certifying Acceptance of the Products and/or Services.

Payments are to be made sixty (60) days from the date of issue of the invoice, unless there is a legal provision providing for a shorter period. The period between the date of issue of the invoice and its sending by email to ENGIE GREEN France or its SUBSIDIARIES must not exceed 10 days, failing which ENGIE GREEN France or its SUBSIDIARIES shall reject the invoice. Invoices may not be issued before the event(s) appearing in the Purchase Order (e.g. signing of the acceptance report). In the event of late payment, the Supplier shall apply delay interest, which may not in any circumstances exceed (i) three times the legal interest rate in force in France, or (ii) the minimum rate authorised in the Client's country, unless otherwise agreed between the Parties in the order. In addition, if the order is subject to French law, a fixed recovery indemnity of €40 shall be applied.

4. Supply and Acceptance

The Supplier undertakes to deliver the Products and/or Services at the places/dates or within the periods indicated on the purchase order and during the opening hours of the acceptance service.

In the event of the provision of services on site, the Supplier shall comply with the health and safety regulations and measures as communicated in due time by the Client applicable to external companies working on the Client's site.

The Products delivered and the Services provided must comply strictly in quality and quantity with the terms and characteristics agreed between the Parties. The Client is deemed to have accepted apparent defects (i) in the case of the supply of Products, if it has not communicated the existence of these defects to the Supplier within ten (10) working days of delivery or (ii) in the case of the supply of Products or Services subject to an acceptance procedure, if it has accepted the Products or Services in writing after having been invited to do so by the Supplier.

In the event of reservations expressed by the Client, the Supplier may travel to observe the condition of the Products or the non-compliance of the services provided; it must promptly remedy the contractual shortcomings observed. If, after 15 working days, the defects observed have not been corrected, the Client may decide to reject the Products. In this case, the price shall not be due and any down payments received must be reimbursed to the Client as soon as possible. In the absence of reservations or after withdrawal of reservations, the Client shall declare acceptance in writing ("Acceptance").

5. Transfer of ownership and risks

Ownership is transferred to the Client on the date of the order (including the order for studies) and the risks of damage or loss are transferred to the Client at Acceptance.

6. Deadlines and late penalties

The delivery deadlines agreed between the Parties run from the date on which the Client places the order. These deadlines are mandatory and may not be modified without the Client's prior written agreement. Unless otherwise stated in the order or contract referring to the GTCP, the deadline stipulated in the order shall be understood to mean the day of delivery of the last of the Products relating to the order. The Client reserves the right to refuse any early delivery. In the event of non-compliance with these deadlines, the Client may apply late penalties of an amount equal to 0.5% of the total amount of the order, per calendar day of delay, capped at 10% of the value of the order, without prejudice to any damages. Beyond this ceiling, the Client reserves the right to terminate said order referring to the GTCP, *ipso jure* upon simple notification and without prejudice to its right to be compensated for any resulting damage.

7. Warranty

In accordance with the ordinary law, the Supplier shall exclusively provide Products and Services that are free from any apparent and/or hidden defects, and which comply with the applicable regulations, industry standards and best practices, the state of the art and the normal requirements of use, reliability and lifespan and the normal purpose of the Product or Service. In the absence of specific provisions stipulated in the Order and without prejudice to more restrictive legal provisions, the Supplier shall warrant that the Products and Services comply with the Client's needs and that the Products remain in good condition and operate correctly for a period of twenty-four (24) months from Acceptance. It shall also warrant that it will repair or replace, at the Client's discretion, at its own expense, any defects, shortcomings and non-conformities

in the Products and Services observed during this period, and will indemnify the Client for any damage that may result therefrom. In the event of repair or replacement of an asset, a new warranty period of twenty-four (24) months on the asset shall run from the commissioning of the repaired or replaced asset. Any expenses or charges incurred in connection with the implementation of these warranties shall be borne by the Supplier.

In an emergency, the Client has the right to repair or replace the Asset itself, without prejudice to the aforementioned obligations of the Supplier, in accordance with the provisions of Articles 1143 and 1144 of the Civil Code.

8. Supply of spare parts

The Supplier undertakes, for a minimum period of five (5) years after ceasing production of a Product or removing it from its catalogue, to provide the Client, under reasonable conditions, in particular regarding price and delivery time, with the parts, components and other elements necessary for the use of the Products.

9. Regulatory compliance.

The Products delivered and the services provided must meet the legal and regulatory requirements in force in the country for which they are intended, whether EU or non-EU, in particular in terms of safety, the environment and labour law. For any delivery of hazardous Products, the safety data sheet must be provided in accordance with national regulations. All documents and certificates must be delivered at the same time as the order and form an integral part thereof.

10. Confidentiality

The Supplier undertakes, both for itself and for its subcontractors, not to disclose to third parties any information relating to the services, this purchase order or the affairs and activities of Engie Green France or its Subsidiaries, without the latter's prior written authorisation, during the performance of its service and this until the expiry of a period of 5 years from the signing of this purchase order.

11. Communication

Unless previously agreed in writing by the Client, the Supplier undertakes not to communicate, in any way whatsoever, the existence and content of the commercial relations between the Client and the Supplier and/or information on the Client and its associated brands.

12. Intellectual Property

The Client shall have a free right of use of all intellectual property rights relating to the Products and Services as follows: all intellectual property rights pertaining to the deliverables executed for the Client in connection with an order (including in particular the right to reproduce and represent the deliverables on any medium whatsoever and as many times as it wishes or to modify them) are exclusively transferred to it as and when they are produced, *ipso jure* and without formality, for the legal duration of protection of the rights and worldwide. The price defined between the Parties includes this transfer of rights.

The Supplier undertakes to save the Client harmless from any third-party action resulting from infringements of intellectual property rights relating to the deliverables, Products and/or Services, and accepts liability *vis-à-vis* the Client for any damage resulting therefrom, including legal assistance costs. Furthermore, the Supplier undertakes at its own expense to adapt any deliverables, Products and/or Services that infringe the property rights of a third party or to replace them with similar or equivalent deliverables, Products and Services. In the event that this is not possible, the Client may terminate the order, without prejudice to any damages it may claim.

13. Liability and Insurance

13.1 The Supplier shall retain authority and control over all its employees, including when they work at the Client's site or premises.

13.2 The Supplier undertakes to take out, both on its own behalf and on behalf of any of its subcontractors, insurance with a company known to be solvent, covering the financial consequences of any civil liability that may be incumbent on it or any of its subcontractors due to personal injury, material and immaterial damage, whatever its origin, caused to the Client as well as to any third party, during and after the fulfilment of the order. The Client may ask the Supplier for a copy of the insurance certificates for the policies it has taken out. The insurance policies must enter into force no later than at the time of delivery of the Products or at the start of performance of the Services, must remain in force without interruption for at least twelve (12) months thereafter, and must contain a waiver of recourse in favour of the Client. The indication of the amounts guaranteed in the insurance policy does not in any way constitute a waiver by the Client of any rights against the Supplier in excess of those amounts or any limitation of liability. Insurance premiums shall be borne in full by the Supplier.

14. Termination

In the event of non-compliance by the Supplier with any of its obligations, not remedied ten (10) days after the Client sends a formal notice by registered letter, the Client may terminate the order *ipso jure*, without prejudice to any damages it may claim.

Similarly, the Client may, subject to the mandatory laws applicable in this area, (i) terminate the order *ipso jure* in the event of bankruptcy, dissolution or

seizure of the Supplier's assets (ii) terminate at any time, unilaterally and *ipso jure*, any Order placed but not yet completed, without formality or prior intervention by the courts.

The fulfilment or termination of an order shall not terminate obligations that survive by their nature, in particular warranties, regulatory compliance, intellectual property and confidentiality.

15. Ethics and sustainable development

The Supplier acknowledges that it has read and subscribes to ENGIE's commitments regarding ethics and sustainable development as stipulated in ENGIE's reference documentation as well as in its Vigilance Plan (for the latter when the Supplier has an established commercial relationship within the meaning of the applicable law in this area), these commitments being available on the www.engie.com website.

The Supplier represents and warrants to ENGIE GREEN FRANCE AND ITS SUBSIDIARIES that it complies (and has complied, during the six years preceding the signing of the order or contract referencing the GTCP) with the standards of international law and national law applicable to the order or contract referencing the GTCP (including any changes during the duration of said order or contract), relating to:

(i) 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 with regard to its suppliers or subcontractors;

(ii) embargoes, arms and narcotics trafficking, and terrorism;

(iii) trade, import and export licences and customs;

(iv) the health and safety of staff and third parties;

(v) employment, immigration and the prohibition of undeclared work;

(vi) environmental protection;

(vii) economic offences, in particular corruption, fraud, influence peddling (or equivalent offence in the national law applicable to the order or contract referencing the GTCP), fraud, theft, abuse of corporate assets, counterfeiting, forgery and use of forgery, and any related offence;

(viii) combating money laundering;

(ix) competition law.

The Supplier shall comply with and ensure that its own suppliers and subcontractors, as well as any third party involved in said works or deliveries, comply with the measures mentioned in paragraph 2 above.

On the request of ENGIE GREEN FRANCE OR ITS SUBSIDIARIES, the Supplier shall evaluate, at its expense by a third party designated by ENGIE GREEN FRANCE OR ITS SUBSIDIARIES, its performance in terms of environment, ethics, human rights and sustainable sourcing and procurement. If no evaluation is carried out before the signature of the purchase order mentioning General Terms and Conditions of Purchase, the Supplier is committed to get the said evaluation within 6 months from this date. Following this date, the absence of evaluation will be considered by ENGIE GREEN FRANCE OR ITS SUBSIDIARIES as a failure to comply with paragraph 6 above.

With regard to its own activities, the Supplier undertakes to collaborate actively and to act in such a way as to enable the Client to comply with the legal obligations imposed on it with regard to the duty of vigilance. In this respect, it shall collaborate in particular in the implementation of the measures provided for in the Vigilance Plan as mentioned above (risk mapping, alert and reporting mechanism, etc.) and immediately alert the Client to any serious breach or any element that may constitute a serious breach of the aforementioned standards, in the context of its relationship with the Client.

ENGIE GREEN FRANCE OR ITS SUBSIDIARIES may, at any time, request from the Supplier proof that it has complied with the requirements of this clause and carry out audits or have them carried out at any time subject to prior notification and at its own expense. In the event of an audit, the Supplier undertakes to afford the Client's staff access to its premises and sites and to communicate any information and/or documentation that ENGIE GREEN FRANCE OR ITS SUBSIDIARIES may request enabling it to carry out this audit.

Any breach by the Supplier of the provisions of this Ethics and Sustainable Development Clause shall constitute a contractual breach conferring on ENGIE GREEN FRANCE OR ITS SUBSIDIARIES the right to suspend and/or terminate the order or contract referencing the GTCP under the terms and conditions set out in the order or contract referencing the GTCP.

16. Protection of Personal Data

Terms other than those defined in the order or contract referencing the GTCP have the meaning given to them in the Personal Data Protection Laws which refer to Regulation (EU) 2016/679 of the Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (hereinafter the "General Data Protection Regulation" or "GDPR") as well as any legislation or regulations relating to the protection of Personal Data applicable to the Processing carried out pursuant to the order or contract referencing the GTCP.

ENGIE GREEN FRANCE OR ITS SUBSIDIARIES shall make available to the Supplier and authorise the latter to process, for the purposes of performing the Services in connection with the order or contract referencing the GTCP, data, files, etc.

of any nature whatsoever and in any form whatsoever, constituting Personal Data.

The Parties undertake to act in accordance with the Personal Data Protection Laws. ENGIE GREEN FRANCE OR ITS SUBSIDIARIES shall act as Controller and the Supplier shall act on behalf of ENGIE GREEN FRANCE OR ITS SUBSIDIARIES solely as Processor. In the event that the Supplier is required to process data on behalf of ENGIE, it undertakes in particular to comply with all the obligations stipulated in Article 28 of the GDPR and to ensure that authorised persons have access to Personal Data within the limit of the performance of their services and undertakes to respect the confidentiality linked to the order or contract referencing the GTCP.

In terms of security, the Supplier undertakes to implement and maintain throughout the duration of the order or contract referencing the GTCP all technical and organisational measures, in particular all security measures adapted to the nature of the Personal Data processed and to the risks presented by any Processing carried out.

The Supplier undertakes not to subcontract the Personal Data without ENGIE's express agreement. The Supplier undertakes (without responding directly to the Data Subjects) to immediately inform ENGIE GREEN FRANCE OR ITS SUBSIDIARIES of any request from a Data Subject in respect of his or her rights in respect of Personal Data and to provide all necessary assistance to ENGIE GREEN FRANCE OR ITS SUBSIDIARIES to facilitate the response to these requests.

The transfer of Personal Data from ENGIE GREEN FRANCE OR ITS SUBSIDIARIES to third countries that do not provide an adequate level of protection within the meaning of the GDPR is subject to the prior express agreement of ENGIE. For any Transfer of Personal Data, to a third country authorised by ENGIE GREEN FRANCE OR ITS SUBSIDIARIES (affiliated entities of the Supplier or Subsequent Subcontractor), ENGIE GREEN FRANCE OR ITS SUBSIDIARIES authorises the Supplier to put in place the guarantees required by the applicable Personal Data Protection Laws.

In the event of a breach of Personal Data, the Supplier must notify ENGIE GREEN FRANCE OR ITS SUBSIDIARIES of this breach within 48 (forty-eight) hours after becoming aware of it. The Supplier further undertakes to send ENGIE GREEN FRANCE OR ITS SUBSIDIARIES, at the latest within 48 (forty-eight) hours of the notification referred to above, an impact analysis of this breach. The Supplier undertakes to cooperate to enable ENGIE GREEN FRANCE OR ITS SUBSIDIARIES to notify any competent supervisory authority of the Personal Data breach in accordance with the Personal Data Protection Laws. ENGIE GREEN FRANCE OR ITS SUBSIDIARIES reserves the right to carry out, at its sole discretion, any audit that it deems useful to ascertain compliance by the Supplier and its Sub-Processors with their obligations concerning Personal Data as defined in the order or contract referencing the GTCP.

Upon expiry of the order or contract referencing the GTCP or in the event of early termination for any reason whatsoever and at any time at the request of ENGIE, the Supplier and its Sub-processors shall return to ENGIE GREEN FRANCE OR ITS SUBSIDIARIES within an appropriate period of not more than 1 (one) month, all the Personal Data that they may have been required to process, in any form whatsoever.

17. Subcontracting - Assignment

17.1 The Supplier alone shall be responsible for the proper fulfilment of orders. The Supplier may entrust all or part of the fulfilment of the order to third parties subject to the Client's prior written agreement. A Supplier using subcontractors shall nevertheless do so under its sole responsibility.

17.2 The Client may freely assign all or part of its rights and obligations resulting from the order to one of its subsidiaries within the meaning of Article L233-3 of the French Commercial Code.

18. Economic dependence

The Supplier is obliged to immediately inform the Client of any risk of economic dependence. This information obligation is essential to enable the Parties to maintain balanced relationships.

19. Force Majeure

Events of force majeure are events that could not reasonably be foreseeable at the time the order was signed and which are uncontrollable, preventing one of the Parties from performing its obligations.

It is the responsibility of the Party claiming an event of force majeure to notify the other Party without delay of the occurrence of said event, by (i) justifying the external, unforeseeable and irremediable nature of said event of force majeure and (ii) specifying the obligations the performance of which is affected by said event of force majeure, the measures put in place to attempt to remedy it or mitigate its effects and its projected duration. If these justifications and clarifications are not provided, together with verifiable supporting documents, the other Party shall be entitled to refuse the application of force majeure.

In the event of force majeure, the obligations of the Party affected by the event of force majeure shall initially be suspended. The affected Party shall promptly notify the other Party of the event of force majeure and its likely duration; it shall be required to make every effort to minimise the effects arising from this situation. If the event of force majeure persists for more than fifteen (15) days, without the possibility of remedying it, the other Party may terminate the order,

without damages owed by either Party, by sending a registered letter with acknowledgement of receipt.

It is hereby specified that COVID-19 is an event known to the Parties, and that its consequences known or foreseeable on the day the purchase order is concluded do not constitute an event of force majeure. The debtor Party shall ensure, prior to the conclusion of the purchase order, that COVID-19 and its consequences known or foreseeable do not affect the performance of its obligations; the issue of the purchase order shall constitute acknowledgement hereof by the debtor Party.

20. Tax and social legislation

The Supplier shall employ, manage and remunerate its staff under its exclusive responsibility with regard to tax, social security and labour law obligations, in particular those relating to working hours.

In this respect, the Supplier represents that it complies with the regulations in force applicable to the conduct of its business and undertakes to comply, at its own expense, with any law or regulation that enters into force during the performance of this Agreement.

To perform its Service, the Supplier shall place all orders with all suppliers and issue all service orders to companies of its choice, subject to compliance with the provisions below.

Furthermore, the Supplier undertakes to implement, when supplying the Products or Services, an action to integrate persons encountering specific social and/or employment difficulties.

In this respect, the Supplier undertakes to contact the Active Inclusion Office of the Department or Region where the project that is the subject of this order is located or where its registered office is located, or any structure with another name but providing the same support functions for people facing difficulties in labour integration, to see whether an action for the integration of people facing particular social or employment difficulties can be put in place.

The persons concerned by this action will be in particular:

- Job seekers receiving RSA unemployment benefits
- Long-term job seekers
- Young people aged 16-25, with or without degrees who have left the education system and been looking for work for at least 6 months.
- Recognised Disabled Workers
- Recipients of minimum social benefits
- Persons covered by the IAE [socially inclusive business school] system, EPIDE [public insertion institution] or "Second Chance" schools.
- Persons facing particular integration difficulties (people over the age of 50, inhabitants of neighbourhoods for which the City Policies applicable locally have set up a support or vigilance system, etc.)

At the Client's request, the Contractor must provide evidence of the procedures carried out for this integration action.

In addition, the Supplier certifies and solemnly declares that the Services covered by this purchase order will be carried out with employees regularly employed under the regulations in force, and in particular Articles L.8221-5, L.1221-10 of the French Labour Code. In this respect, the Supplier must, on signing the Purchase Order, access the e-attestations online platform (www.e-attestations.com) in order to insert in it the certificate of provision of the social declarations issued by the social protection body responsible for collecting the social contributions incumbent on the Supplier and dated less than 6 months previously.

In addition, on signing the Purchase Order, the Supplier, at the Client's request, must provide it with a copy of its tax notice relating to the corporate property tax for the previous financial year.

If the Supplier employs foreign employees, it must also provide a copy of the prior secondment declaration (CERFA 13816*02) when it seconded foreign employees as well as a copy of the appointment of its representative in the national territory and the acknowledgements of receipt from the DIRECCTE in accordance with the provisions of Articles L.1262-2-1 et seq. of the Labour Code. For any Service exceeding €5,000, and in accordance with the provisions of Articles L.8221-3, L.8221-5 and L8222-1 et seq. of the French Labour Code, the Supplier shall provide, upon the entry into force of the Purchase Order and every six months until the end of the Purchase Order, to Engie Green France or one of its SUBSIDIARIES, the work permit for seconded employees from a country outside the European Union, as well as all the documents referred to in Article D.8222-7 of the French Labour Code, failing which no payment shall be made:

- A document stating its individual identification number assigned pursuant to Article 286 ter of the General Tax Code (intra-Community VAT number) or, failing that, a document stating its identity and address or, where applicable, the contact details of its ad hoc tax representative in France;

- A document certifying the regularity of its social situation with regard to Regulation (EC) No 883/2004 of 29 April 2004 or an international social security convention and, where the legislation of the country of domicile so provides, a document issued by the body managing the mandatory social security system and confirming that the Supplier is up to date with its social declarations and the payment of related contributions (form A1), or an equivalent document or, failing that, a certificate of provision of social declarations and payment of social security contributions provided for in Article L. 243-15 of the Social Security Code;

- Where the registration of the Supplier in a professional register is mandatory in the country of establishment or domicile, one of the following documents:

- a) A document from the authorities keeping the professional register or an equivalent document certifying this registration;

- b) A quotation, an advertising document or a professional correspondence, provided that it mentions the name or company name, the full address and the nature of the registration in the professional register;

- c) For companies in the process of being created, a document less than six months old issued by the authority authorised to receive registration in the professional register and certifying the application for registration in the said register.

In the event of a breach of the legal provisions and the contractual stipulations applicable to the Supplier's employees, in particular Article L.8281-1 of the Labour Code, Engie Green France or its SUBSIDIARY may terminate the Purchase Order, without penalty, after formal notice sent to the Supplier requiring it to put an end to the irregular situation within a period of 8 days has proven ineffective. Direct or indirect damage (in particular loss of production) related to the application of this clause shall be borne by the Supplier;

- If the Supplier does not have foreign employees, pursuant to Articles D.8254-2 to D.8254-5 of the Labour Code, the online signing of a sworn statement indicating that the Supplier is not affected.

The Supplier is informed that, as part of a simplification process, certain certificates from issuing bodies (DGFIP, URSSAF, etc.) could already be available on its e-certificates account.

To be complete, an e-certificate file must include all these documents.

21. Regulations – safety and environmental measures

If services are provided on site, the Supplier undertakes to comply with the health and safety regulations and measures applicable to external companies operating on the site of Engie Green France or one of its Subsidiaries.

Engie Green France, which has been committed to a Quality-Safety-Environment approach for several years, has been ISO 9001-14001 certified since 2012. Thus, Engie Green France requires its Suppliers and those of its SUBSIDIARIES and subcontractors to comply with certain Quality-Safety-Environment requirements (requirements that they can find on reading Engie Green France's QSE policy, provided on request), particularly with regard to environmental protection.

Control of environmental aspects is the responsibility of Engie Green France or its Subsidiaries. However, the Supplier and/or subcontractor must immediately inform Engie Green France or its Subsidiary of any incident, anomaly or malfunction likely to have an impact on third parties or on the environment, of which it becomes aware during the performance of its Supply or Service.

In addition, as regards waste (including packaging waste), in accordance with the applicable regulations, the Supplier and/or subcontractor undertakes to:

- sort it and then store it temporarily, in an appropriate location and under safety conditions related to their nature and size;

- remove it according to its characteristics and degree of hazard;

- entrust collection, sorting and treatment to a company authorised for these activities, ensuring that it is recovered or eliminated according to the required sector depending on its nature;

- complete the BSD waste tracking forms (CERFA form downloadable via:

https://www.formulaires.service-public.fr/gf/cerfa_12571.do

- provide duly completed BSD copies.

Furthermore, the Supplier and/or subcontractor must formally inform Engie Green France or its Subsidiary in the event of the use of chemical products involving risks for the environment or for health, and send the corresponding safety data sheets before their use.

22. Governing law and settlement of disputes

THE GOVERNING LAW IS THAT OF THE COUNTRY IN WHICH THE CLIENT HAS ITS REGISTERED OFFICE, TO THE EXCLUSION OF THE VIENNA CONVENTION ON THE INTERNATIONAL SALE OF GOODS (CISG).

IN THE EVENT OF ANY DIFFICULTY IN INTERPRETING OR IMPLEMENTING THESE GENERAL TERMS AND CONDITIONS OF PURCHASE, THE PARTIES SHALL ENDEAVOUR IN GOOD FAITH TO SEEK AN AMICABLE SOLUTION PRIOR TO ANY LEGAL ACTION.

THEREFORE, ANY DISPUTE SHALL INITIALLY BE SUBMITTED TO THE INTERLOCUTORS DESIGNATED BY THE PARTIES TO SETTLE SAID DISPUTE, WHO SHALL ENDEAVOUR TO RESOLVE THE DIFFICULTY WITHIN A MAXIMUM PERIOD OF TWO (2) MONTHS.

IF AN AMICABLE SOLUTION CANNOT BE FOUND WITHIN THIS PERIOD, THE SUPPLIER MAY CONTACT THE MEDIATOR OF ENGIE GREEN FRANCE OR ITS SUBSIDIARIES FREE OF CHARGE AT THE FOLLOWING ADDRESS:

THE MEDIATOR – TSA 34321 – 92099 LA DEFENSE OR

mediateur-engie@engie.com

IN ACCORDANCE WITH THE ENGIE MEDIATION CHARTER, THE MEDIATOR WILL PROPOSE AN INDEPENDENT AND IMPARTIAL SOLUTION, WHICH THE PARTIES WILL BE FREE TO ACCEPT OR REFUSE. FOR MORE INFORMATION:

<http://www.engie.com/mediateur/>

IF THE DISPUTE IS NOT RESOLVED AMICABLY OR VIA THE MEDIATOR OF ENGIE GREEN FRANCE OR ITS SUBSIDIARIES IN ACCORDANCE WITH THE PROCEDURES DEFINED ABOVE, THE DISPUTE MAY BE BROUGHT BY EITHER PARTY BEFORE THE COMPETENT COURTS OF THE PLACE OF THE CLIENT'S REGISTERED OFFICE.

23. Miscellaneous provisions

The nullity or unenforceability of a clause shall not result in the nullity or unenforceability of the GTCP and the Parties shall endeavour to replace such clause with a valid clause with equivalent economic effect.

The non-exercise or delay in the exercise of a right or remedy by one of the Parties does not constitute a waiver of the right or remedy in question and does not constitute a waiver of any other rights or remedies.

Each Party is an independent legal entity, both legally and financially, which acts in its own name and under its sole responsibility.

The Supplier carries out its activity without any relationship of subordination to the Client, as an independent supplier. All of the Supplier's staff assigned in whole or in part to the execution of the order remain, in all circumstances, under the hierarchical and disciplinary authority of the Supplier. The latter declares that the staff assigned to the services covered by the order will be regularly employed by it with regard to the Articles of the Labour Code in force in France or any local legislation applicable to the Client and the Supplier and undertakes to ensure, in its capacity as employer, the administrative, accounting and social management of its staff.