

#### ARTICLE 1 - PURPOSE

These GENERAL TERMS & CONDITIONS (GTC) define and govern the principles of implementation of the PURCHASE ORDER (PO) issued for purchasing goods/equipment/materials/services by T.EN Loading Systems.

#### ARTICLE 2 - DEFINITIONS & INTERPRETATION

##### 2.2. DEFINITIONS

In the PO the capitalized words and expressions defined below shall have the meaning prescribed below:

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| <b>ACCEPTANCE</b>                | The ACCEPTANCE of the PLANT by COMPANY in accordance with the CONTRACT.  |
| <b>AFFILIATES</b>                | Any corporation, partnership, or other business entity controlled by, or controlling, or under common control with any PARTY (or, with reference to COMPANY GROUP, the COMPANY), with "control" meaning direct or indirect ownership of more than 50% of the voting power, or of the interest in the income of such corporation, partnership or other entity, or having the power to appoint the majority of its directors or otherwise having the power to direct its business activities.  |
| <b>APPLICABLE LAW</b>            | Any constitutional provision, statute, act, code, regulation, rule, law, ordinance, order, decree, directive, ruling, proclamation, resolution, regulatory act, provisional measure, judgment, decision, declaration or official interpretation or application thereof by a governmental authority applicable to a PARTY, the PO or the SUPPLY.  |
| <b>BACKGROUND IP</b>             | All IP owned by or licensed to a PARTY that is developed prior to entering into the PO or outside the scope of SUPPLY performed under the PO.  |
| <b>CLAIM</b>                     | Claims, losses, expenses (including without limitation all costs, demands, damages, suits, judgments, fines, penalties, liabilities, and attorneys' fees) or causes of action of any kind or character.  |
| <b>CHANGE ORDERS</b>             | Any modification to the PO, instructed or approved by PURCHASER in accordance with the provisions of Article 5.  |
| <b>COMPANY</b>                   | The legal entity entering the CONTRACT with the PURCHASER and for which the SUPPLY is intended.  |
| <b>COMPANY GROUP</b>             | COMPANY, its AFFILIATES, and, in relation to the PROJECT, its contractors, subcontractors, lenders, official investors, co-lessees, partners and joint ventures and the employees, agents, directors, officers, invitees and representatives of each of the foregoing.   |
| <b>CONFIDENTIAL INFORMATION</b>  | All information of any kind provided to SUPPLIER under the PO that should be reasonably inferred to be of a confidential or proprietary nature, along with the terms and negotiations of the PO, but excluding information that can be established by written evidence a) is already known to SUPPLIER at the time the information was received; b) becomes part of the public domain other than through the fault of SUPPLIER or any member of SUPPLIER GROUP, or c) is publicly divulged as required by law, public authority, or a commonly recognized stock exchange.  |
| <b>CONTRACT</b>                  | The contract entered into by the PURCHASER and the COMPANY for the implementation of the PROJECT.  |
| <b>DAY</b>                       | A calendar DAY of the Gregorian Calendar.  |
| <b>DEFECTS CORRECTION PERIOD</b> | The period starting from the date of delivery of the SUPPLY in accordance with the PO and expiring 12 months from COMPANY's ACCEPTANCE of the PLANT, unless otherwise stated in the PO.  |
| <b>FORCE MAJEURE or FM</b>       | <p>Any event beyond the PARTIES reasonable control, which is unavoidable and cannot be resisted or predicted, is without fault or negligence of the affected PARTY and which materially and adversely prevents the performance of the affected PARTY's obligations under the PO.</p> <p>In any case, the following shall not be regarded as cases of FM:</p> <ul style="list-style-type: none"> <li>Particularly difficult or onerous implementation of the PO, including economic hardship or changes in market conditions, shortages, cost increases, delays, breakage, improper handling, failures or unavailability of supplies or materials, unavailability or cost increases of labor or manpower, change in financial conditions,</li> <li>Strikes, except nation-wide strikes,</li> <li>Causes attributable to SUPPLIER, its SUB-SUPPLIERS and/or SUB-CONTRACTORS, and generally to any person dependent on, and/or working for the SUPPLIER,</li> <li>Any defect of the SUPPLY attributable to defective materials and/or means used for the implementation of the PO.</li> </ul> |
| <b>GOVERNMENT OFFICIAL</b>       | Includes any: (i) elected or appointed government official; (ii) employee, official, contractor, consultant or representative of a government or a state-owned or controlled enterprise, including all employees of any national oil company; (iii) employee or person acting for or on behalf of a government official; (iv) political party, officer, employee or person acting for or on behalf of a political party or candidate for public office; (v) person in the service of a government, including members of the military, police or civil service; (vi) employee or person acting for or on behalf of a public international organization; (vii) employees of Non-Governmental Organizations; or (viii) family members and relatives of any of the above.  |
| <b>GROSS NEGLIGENCE</b>          | Any act or failure to act committed by a party, which seriously and substantially deviates from a reasonable course of action or which is in reckless disregard of or indifference to the probable harmful   |

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|   | consequences thereof and that no conscientious and responsible person in the same position and under the same circumstance would have taken.  |
| <b>INDEMNIFY</b>                                | To release, defend, indemnify and hold harmless.  |
| <b>ILLEGAL INFORMATION BROKERING</b>            | The practice of offering confidential information or other illicit influence to a party, thereby corrupting the competitive bidding process, for the purpose of obtaining business.   |
| <b>INTELLECTUAL PROPERTY or IP</b>              | Any product of intellectual effort in any form protected by intellectual property law, including patents, copyrights, trademarks, and trade secrets; and including registered, registrable, and common law forms or variants of such products of intellectual effort, and applications for registration thereof.  |
| <b>MATERIAL REQUISITION or MR</b>               | The list and the set of documents used by PURCHASER to define the SUPPLY technical requirements.  |
| <b>NDA</b>                                      | The non-disclosure agreement set forth under Article 4.3.   |
| <b>PARTY or PARTIES</b>                         | PURCHASER or SUPPLIER individually, or PURCHASER and SUPPLIER collectively.   |
| <b>PARTICULAR TERMS &amp; CONDITIONS or PTC</b> | Those terms and conditions provided in the PO that supplement and/or override the terms and conditions of this GTC.   |
| <b>PERSONAL INFORMATION</b>                     | Information that relates to an identified or identifiable individual.   |
| <b>PLANT</b>                                    | The permanent facilities being designed and/or constructed or to be designed and/or constructed at SITE by the PURCHASER to which the PROJECT refers.   |
| <b>PROJECT</b>                                  | The performance, by PURCHASER, of the CONTRACT.   |
| <b>PURCHASE ORDER or PO</b>                     | The purchase order document and all documents that are expressly made part thereof.   |
| <b>PURCHASER</b>                                | The Technip Energies legal entity entering into the PO with SUPPLIER as stated in the PO.   |
| <b>PURCHASER GROUP</b>                          | PURCHASER, its AFFILIATES, its contractors and subcontractors (excluding SUPPLIER GROUP), and the officers, directors, employees, consultants, agents and invitees of the foregoing.  |
| <b>PURCHASER PROVIDED ITEMS</b>                 | All equipment and material items provided to SUPPLIER by PURCHASER (including COMPANY-provided items, if any) under the PO to be incorporated into the SUPPLY.  |
| <b>SANCTIONS AUTHORITY</b>                      | Any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers TRADE CONTROL LAWS and has jurisdiction over the PO.  |
| <b>SCHEDULE</b>                                 | The SUPPLY delivery schedule detailing the timing for the performance of the SUPPLY including the milestones showing the progress of the activities.  |
| <b>SITE</b>                                     | Physical location where the PLANT is built, or any area, other than SUPPLIER's areas, where part or total of the PLANT is assembled, erected or modularized for installation at the PLANT.  |
| <b>SUB-CONTRACTS and SUB-ORDERS</b>             | Purchase agreements entered into by and between SUPPLIER and SUB-SUPPLIERS or SUB-CONTRACTORS for the provision of goods or services in connection with the SUPPLY.   |
| <b>SUB-CONTRACTORS and SUB-SUPPLIERS</b>        | A party that has entered into a SUB-CONTRACT or a SUB-ORDER with SUPPLIER for the purpose of providing goods or services in connection with the SUPPLY.   |
| <b>SUPPLIER</b>                                 | The legal entity entering into the PO with the PURCHASER; it is named in the PO and includes its assignees and successors in interest.  |
| <b>SUPPLIER GROUP</b>                           | SUPPLIER, its AFFILIATES, its SUB-CONTRACTORS and SUB-SUPPLIERS and their sub-contractors and sub-suppliers of any tier, and the officers, directors, employees, consultants, agents of the foregoing.  |
| <b>SUPPLY</b>                                   | Any item, goods, products, services, equipment, components, works, spare parts, drawings, documentation, information and instructions of any kind which SUPPLIER shall provide or perform according to the PO, together with all parts thereof, excluding PURCHASER PROVIDED ITEMS, and including, as the case may be, packing, transportation, material and services to be used and/or provided for assembly, erection, start-up and operation, as specified in the PO.  |
| <b>THIRD PARTY</b>                              | Any person or party not a member of PURCHASER GROUP, SUPPLIER GROUP or COMPANY GROUP.   |
| <b>TRADE CONTROL LAWS</b>                       | Any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines imposed by any SANCTIONS AUTHORITY on or after the date of this PO. |
| <b>WILLFUL MISCONDUCT</b>                       | Any act or failure to act taken or not taken by a party with an intentional, conscious or reckless disregard of the foreseeable harmful and serious consequences.   |

### 2.3. PO INTERPRETATION

Headings contained in the PO are for convenience only, and do not in any way affect the interpretation, meaning, or effect of anything contained in the PO.

Where the context requires, words importing the singular include the plural and vice versa. References to one gender include all genders.

"Including", "included", "include", "such as", "and the like shall be deemed to be completed by the expression "but not limited to".

### ARTICLE 3 - CONTRACTUAL DOCUMENTS

These GTC are an integral part of the PO, which includes all related attachments. The PO defines and governs the

**T.EN Loading Systems S.A.S.**

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S.A.S. au capital de 388 616.29€ - 879 022 309 R.C.S. Sens - SIRET 879 022 309 00014 - Code APE 3320 A

relationship between the PARTIES concerning the SUPPLY.

The PO includes the following documents, they have, in case of conflict between provisions in the PO, the order of priority specified herein after:

- i. The PO and all the attachments thereto, but excluding the documents listed here below from (ii) to (vi),
- ii. The MATERIAL REQUISITION (MR) and the attached documents (specifications, construction rules and standards, inspection plans, drawings, computer notes, technical data sheets, acceptance procedures, etc.),
- iii. The PTC, if any,
- iv. This GTC,
- v. The Special Packing, Marking, Shipping and Invoicing Instructions, if any,
- vi. The Packing, Marking, Shipping and Invoicing Instructions.

The documents listed above complement one another and must be reciprocally interpreted, within the framework of the PO as a whole.

The misplacement, addition or omission of a word or character shall not change the intent of any part of the PO from that set forth in the PO as a whole.

Errors, omissions, deficiencies, inaccuracies, contradictions, ambiguities, discrepancies and/or misdescriptions in any PO document, shall not relieve SUPPLIER from carrying out all necessary services and works which are required by sound engineering practice to carry out the intent hereof, and SUPPLIER shall perform such services and works as part of the PO.

The PO governs and reflects the entire rights and obligations between the PARTIES concerning the SUPPLY.

#### ARTICLE 4 - ACCEPTANCE OF THE PURCHASE ORDER

- 4.1 The PO shall be binding and effective (unless otherwise specified in the PO) upon receipt by PURCHASER of the SUPPLIER's acceptance of the PO according to the Article 4.2 here below, without prejudice to the SCHEDULE, which shall start as of the date specified in the PO.
- 4.2 The SUPPLIER's acceptance shall be made within ten (10) DAYS from the date of receipt of the PO by returning to PURCHASER a copy of the entire PO signed for acceptance by a duly empowered representative and without reservations.
- 4.3 The PO thus accepted cancels and replaces any prior or contemporary agreements, conditions or reservations, not explicitly stipulated in the PO, except any confidentiality agreement (the "NDA") in place between SUPPLIER and PURCHASER with terms superseding matters otherwise addressed under Article 26.
- 4.4 The acceptance of the PO means that the SUPPLIER acknowledges his competence and ability to provide the SUPPLY in accordance with the PO and to allocate all necessary resources thereto.
- 4.5 Should the SUPPLIER either fail to return the PO signed within the above-mentioned period or make qualifications on the contents of the PO, the PO shall be deemed to be refused by the SUPPLIER and PURCHASER shall consequently be free to issue the PO to another supplier, without any obligation or indemnification to the SUPPLIER.

#### ARTICLE 5 - CHANGES – AMENDMENTS

- 5.1 PURCHASER may request SUPPLIER to carry out any change to the SUPPLY; upon such request SUPPLIER shall submit to PURCHASER an estimate of the effects of the change without undue delay, but not later than (10) DAYS from the date of PURCHASER's request.

SUPPLIER's estimate of the effects of a change must contain:

- i. a description of the SUPPLY in question under the change,
- ii. a detailed schedule for execution of the SUPPLY under the change (i.e. the effect on the PO SCHEDULE, if any) including Critical path method for any impact to the delivery date, showing the required resources and significant milestones,
- iii. the effect on the PO price, if any, showing the relevant detailed breakdown, the reference to the PO content as applicable and/or the adopted lump sum when preparing the estimate,
- iv. the effect on any other part of the PO as applicable, including delivery, guarantee figures, etc.

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- 5.2 SUPPLIER must substantiate its estimation with reasonably sufficient supporting documentation.

SUPPLIER shall inform PURCHASER, promptly following its occurrence, but in any case, not later than fourteen (14) DAYS from such occurrence, through a "Request for Change", of any item or event which the SUPPLIER knows, or reasonably should know, may result in a request for a change to the SCHEDULE or any separate portion thereof, or for additional compensation under the PO. SUPPLIER's request must include all details under Article 5.1 above. SUPPLIER waives all rights to a CHANGE ORDER if it does not strictly conform to the requirements of this Article 5.2.

Should changes in APPLICABLE LAW occur after the PO date, SUPPLIER shall inform PURCHASER of the nature and impact of such change(s) and shall conform to such change(s) at its own cost.

- 5.3 Adjustments as indicated in CHANGE ORDERS shall be deemed to take into account the full and final effects of the considered modifications upon any and all aspects of the PO. SUPPLIER shall have no further entitlement and PURCHASER shall have no liability whatsoever for any other consequences of CHANGE ORDERS whether directly or indirectly resulting therefrom at the time of CHANGE ORDERS or thereafter.
- 5.4 Should the PARTIES fail to reach agreement on CHANGE ORDERS entitlement or conditions (including where SUPPLIER fails to submit the information under Article 5.1 and 5.2 and/or counter-sign any CHANGE ORDERS), PURCHASER shall have the right to establish such conditions, including means and amount of compensation and the proposed invoicing schedule thereof and any adjustments to the SCHEDULE, it considers, in good faith, fair and appropriate to the circumstances, and to instruct SUPPLIER to proceed with the modifications to the SUPPLY and SCHEDULE or any other part of the PO and SUPPLIER must comply with the instruction. PURCHASER shall pay SUPPLIER the undisputed amount, if any, of the costs to be incurred by SUPPLIER concerning the CHANGE ORDERS as the work progresses based on PURCHASER's valuation pending agreement on any disputed amount, and SUPPLIER shall not be entitled to any further payment concerning the disputed CHANGE ORDERS, unless agreement is reached by the PARTIES under Article 28.2 below.
- 5.5 Under no circumstance is SUPPLIER entitled to a CHANGE ORDER for:
- i. actions taken by SUPPLIER GROUP that are already contemplated under the PO or otherwise necessary to ensure conformance with the PO; or
  - ii. circumstances for which SUPPLIER is responsible, or which could have been reasonably foreseen by a supplier experienced in the type of work provided by SUPPLIER GROUP; or
  - iii. consequences arising out of, or in connection with, the default, breach, negligence (of any degree), or intentional act or omission of SUPPLIER GROUP.

### ARTICLE 6 - CONDITIONS OF IMPLEMENTATION OF THE PURCHASE ORDER – SUPPLIER OBLIGATIONS

- 6.1. SUPPLIER represents that it is fully experienced, properly qualified, financed, organized, equipped, and technically competent to provide all SUPPLY described in the PO. SUPPLIER shall perform its obligations under the PO at its own risk, expense and responsibility, in due compliance with the PO, including the SCHEDULE, and giving priority to quality and safety.
- 6.2. SUPPLIER GROUP's failure to fulfil any obligation under the PO is always at SUPPLIER's sole risk and expense.
- 6.3. SUPPLIER shall be liable, without reservation, for the satisfactory carrying out of the SUPPLY according to the terms of the PO, the regulations, standards and codes in force, and the state of the art, until completion of the PO. SUPPLIER shall be able to provide evidence of said conformity without being released from or reducing its liability as a result thereof.
- 6.4. Prior to commencement of SUPPLY, SUPPLIER shall appoint a representative with authority to act for and on behalf of SUPPLIER and shall notify such appointment to PURCHASER in writing. SUPPLIER shall not remove or replace that representative without PURCHASER's prior written approval, which PURCHASER shall not unreasonably withhold.
- 6.5. SUPPLIER shall provide and ensure that SUPPLIER GROUP provides competent and suitably qualified personnel in sufficient numbers during the complete PO duration to ensure performance and completion of SUPPLY under the PO. To this purpose:
- i. SUPPLIER shall verify all relevant qualifications of such personnel, and PURCHASER may further verify those qualifications.
  - ii. PURCHASER may instruct SUPPLIER to replace, at SUPPLIER's expense, any SUPPLIER GROUP personnel engaged in SUPPLY that PURCHASER considers unsuitable to perform their respective task(s) or otherwise conducting themselves in an improper manner.
- 6.6. SUPPLIER shall, at its own expense, ensure proper storage and adequate protection and maintenance of

PURCHASER PROVIDED ITEMS in the care, custody or control of SUPPLIER GROUP. PURCHASER PROVIDED ITEMS (including COMPANY-provided items, if any) remain the property of PURCHASER or COMPANY for COMPANY provided items at all times.

- 6.7. The SUPPLIER shall not be entitled to change the place(s) of carrying out of the SUPPLY as specified in the PO except with PURCHASER's prior written agreement.
- 6.8. SUPPLIER shall comply with the nature, origin and provenance of the items constituting the SUPPLY, as specified in the PO, substantiated by any necessary certificate. Even in the absence of such specifications, SUPPLIER shall always be able, on PURCHASER request, to substantiate nature, origin and provenance of the said items.
- 6.9. SUPPLIER is required to comply with all the APPLICABLE LAWS specified by government agencies or qualified organizations governing the carrying out of the SUPPLY and to provide evidence of such compliance. Likewise, SUPPLIER is obligated to carry out the controls, tests and actions stipulated by the said APPLICABLE LAWS and to constitute any files required by the competent authorities to that effect.
- 6.10. The SCHEDULE for the SUPPLY is set out in the PO.
  - 6.10.1. The acceptance of the PO implies that strict compliance with the SCHEDULE is a material obligation of the SUPPLIER.
  - 6.10.2. SUPPLIER shall take all necessary measures so that vacations, holidays, absences for any reason of its employees shall not affect the SCHEDULE stipulated in the PO, that shall already include all the foregoing.
  - 6.10.3. For the entire PO execution period, SUPPLIER shall provide PURCHASER with all information required for monitoring the progress of the work, in the form of execution schedules, progress reports, audit reports of its representatives to its premises and its SUB-SUPPLIERS' and SUB-CONTRACTORS' premises and shall deliver a monthly progress report to PURCHASER. At PURCHASER's request, SUPPLIER shall deliver a complete, detailed and updated statement of the SUB- ORDERS and/or SUB-CONTRACTS relating to the PO, which shall mention, among others, the dates of delivery and the progress status thereof.
  - 6.10.4. If SUPPLIER has cause to believe that SUPPLY cannot be carried out in accordance with the SCHEDULE, SUPPLIER shall immediately notify PURCHASER and, within 7 calendar days from such a notification, shall provide all related details, including the extent and nature of any known or expected delay. In any such case, SUPPLIER shall carry out the necessary measures to avoid, recover or mitigate the consequences of such anticipated non-conformance with the SCHEDULE at its own cost, informing PURCHASER of any action taken to the purpose, taking also into account any measure proposed by PURCHASER.
  - 6.10.5. The SUPPLIER shall not be released from its obligation to meet the SCHEDULE except in case of FORCE MAJEURE as defined in the Article 27 below, or for reasons of delay proven to be directly attributable to PURCHASER's breach of the PO and not in any way attributable to SUPPLIER or its SUB-CONTRACTORS or SUB-SUPPLIERS.
  - 6.10.6. If PURCHASER reasonably determines that SUPPLIER is at risk of failing to match the SCHEDULE and SUPPLIER has not provided notice to PURCHASER (in accordance with Article 5.2) or has provided notice but has failed to diligently execute the necessary measures, PURCHASER may, after written notice to SUPPLIER, take any measure necessary, at SUPPLIER's sole risk and expense, to ensure completion of SUPPLY pursuant to the SCHEDULE.
- 6.11. SUPPLIER hereby represents and warrants that, upon entering into the PO, he has carefully examined all of the PO documents and has obtained a full understanding and knowledge of the nature, quality and scope of the work and all obligations under the PO and as can be inferred therefrom. SUPPLIER hereby further declares and warrants that he is fully satisfied as to the correctness and completeness of the PO documents and that they are in all points fit and sufficient for their intended purpose and do not contain any errors, omissions, deficiencies, inaccuracies, contradictions, ambiguities and/or discrepancies. With the exception of any documents supplied by PURCHASER after the effective date set forth under the PO in accordance with the provision of sub-Article 6.11.3, PURCHASER shall have no obligation to provide SUPPLIER with any other documents under the PO and SUPPLIER furthermore declares that he needs no other documents from PURCHASER in order to perform and complete the SUPPLY in full compliance with the PO.
  - 6.11.1. SUPPLIER shall take full consideration of all such technical information and shall obtain PURCHASER's written acceptance prior to deviating from it. Any unapproved deviation from the technical information is for the SUPPLIER's account and at SUPPLIER's own risk and must be corrected by SUPPLIER, unless otherwise approved by PURCHASER.
  - 6.11.2. At any time during the performance of the PURCHASE ORDER, SUPPLIER shall promptly, at no

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additional cost to PURCHASER, review any additional documents issued by PURCHASER to supplement or replace those set forth in the PURCHASE ORDER. Such issuance by PURCHASER shall not, in itself, constitute a CHANGE ORDER or entitle SUPPLIER to claim a CHANGE ORDER or any compensation under the PURCHASER ORDER.

- 6.11.3. SUPPLIER shall notify PURCHASER of any inadequate, insufficient or inconsistent technical information provided by PURCHASER within no more than (14) DAYS from receipt. Such notice must clearly and sufficiently detail the inadequacy, insufficiency or inconsistency.
- 6.11.4. If SUPPLIER fails to satisfy the conditions set forth in Article 6.11.3, the technical information is deemed to be adequate, sufficient and consistent, as applicable, for execution of SUPPLY, and shall debar SUPPLIER from any additional rights under the PO even if such documents do contain errors, omissions, deficiencies, inaccuracies, contradictions, ambiguities and/or discrepancies.
- 6.12. The advice, information, comments and/or approvals transmitted by PURCHASER during the implementation of the PO, or the lack thereof, shall not release the SUPPLIER from any of its responsibilities.
- 6.13. If the SUPPLY includes or PURCHASER requires SUPPLIER's presence at the SITE for any advisory, consultancy, supervision or any other type of services in relation to the equipment/materials supplied under the PO, SUPPLIER represents the following:
  - i. SUPPLIER is fully informed of all conditions at the SITE,
  - ii. SUPPLIER's services may be regulated by the equipment/materials PO or through a dedicated PO formally separate from the equipment/materials PO which the involved services are related to, for administrative reasons,
  - iii. In all cases, SUPPLIER's obligations and liabilities in relation to the services at SITE strictly refer and are linked to the PO (including its value) issued to the SUPPLIER for the supply of equipment/materials which the services are related to, being the said services necessary to the PURCHASER to complete activities related to the SUPPLY,
  - iv. Prescriptions of Article 6.5. above apply also to the personnel mobilized for the services at SITE, Recognizing that SUPPLIER GROUP may work simultaneously with PURCHASER GROUP or COMPANY GROUP at the SITE, SUPPLIER shall ensure that SUPPLIER GROUP respects PURCHASER GROUP and COMPANY GROUP personnel and property and takes all steps necessary to avoid any unnecessary or undue interference with activities at the SITE. SUPPLIER accepts all consequences of any interference with SUPPLY caused by PURCHASER GROUP and COMPANY GROUP and is not entitled to any CHANGE ORDER as a result,
  - v. Upon PURCHASER's written consent, and at SUPPLIER's sole risk and expense, SUPPLIER may substitute any special service equipment or tools or parts thereof with special service equipment, tools or parts having similar or better specifications and capabilities.

### ARTICLE 7 - COMPLIANCE

#### 7.1. LAWS

SUPPLIER is aware of, and shall in all respects abide by, APPLICABLE LAWS. Particularly:

- i. In the field of health and safety, SUPPLIER acknowledges that it is aware of the applicable rules, the observance of which is an essential part of its obligations,
- ii. Should the SUPPLIER or its agents be present at SITE during the implementation of the PO, they shall in all respects abide by the rules and/or regulations applicable at SITE.

SUPPLIER shall bear all the financial and/or administrative consequences incurred by PURCHASER, in particular, because of the failure of the SUPPLIER, or of its employees, SUB-CONTRACTORS and SUB-SUPPLIERS, to abide by the above-mentioned APPLICABLE LAWS, decrees, regulations or other documents.

#### 7.2. TEN VALUES, ETHICS and COMPLIANCE

SUPPLIER acknowledges that PURCHASER's professional activities are governed by a set of values, behaviors and foundational beliefs and that PURCHASER is a signatory of the Global Compact Initiative launched by the United Nations. Said values, behaviors and foundational beliefs are described in PURCHASER's Code of Business Conduct found on the PURCHASER's website at: [https://www.ten.com/sites/energies/files/2025-02/t.en-cobc-2025\\_eng.pdf](https://www.ten.com/sites/energies/files/2025-02/t.en-cobc-2025_eng.pdf)

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PURCHASER may provide SUPPLIER with selected information as to the legal, regulatory, administrative, judicial or other requirements applicable to SUPPLY. Regardless of whether PURCHASER provides such information,

SUPPLIER:

- i. acknowledges that it has taken note of PURCHASER's Code of Business Conduct, and SUPPLIER & SUB-CONTRACTOR Integrity Expectations, each available at:  
[https://www.technipenergies.com/sites/energies/files/2021-03/T.EN\\_Supplier\\_Integrity\\_Expectations.pdf](https://www.technipenergies.com/sites/energies/files/2021-03/T.EN_Supplier_Integrity_Expectations.pdf), in all its dealings with, for, or on behalf of PURCHASER under the PO and the business resulting therefrom,
- ii. acknowledges that it has been made aware of PURCHASER's Ethics Helpline, available at: [www.technipenergies.ethicspoint.com](http://www.technipenergies.ethicspoint.com),
- iii. acknowledges that it has taken note of any COMPANY business principles or code of ethics or other standards specified in the PO,
- iv. agrees that it shall adhere to the principles contained in PURCHASER's Organization Code of Business Conduct (or where SUPPLIER has adopted equivalent or more stringent principles, to those principles),
- v. agrees that it and its SUB-CONTRACTORS and SUB-SUPPLIERS shall adhere to the principles contained in PURCHASER's Code of Business Conduct (or where SUPPLIER has adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of PURCHASER in connection with this PO and the business resulting therefrom,
- vi. shall take all action necessary to ensure it is updated with, and always complies with any governmental, administrative and judicial laws, rules, codes, regulations, directives and orders, including any changes in relation thereto; and,
- vii. shall ensure that its SUB-CONTRACTORS and SUB-SUPPLIERS personnel of any tier engaged in SUPPLY are legally employed or otherwise retained and that SUB-CONTRACTORS and SUB-SUPPLIERS of any tier fully comply with the laws and regulations stipulated in this Article 7 and in accordance with APPLICABLE LAWS and TRADE CONTROL LAWS.

### 7.3. ANTIBRIBERY and ANTICORRUPTION

- 7.3.1 In recognition of the principles established in the pertinent international, regional and national legal instruments on combating corruption, SUPPLIER shall comply with all APPLICABLE LAWS regarding anti-bribery and anti-corruption, including, but not limited to, the OECD Convention (UN), the Foreign Corrupt Practices Act (USA), the UK Bribery Act 2010 (UK), the anticorruption laws of France and Italy (d.lgs. 231/2001) and, to the extent pertinent, the anti-corruption laws of the country where it performs the SUPPLY under the PO and of the country where T.EN legal entity issuing the PO is located.
- 7.3.2 SUPPLIER shall ensure that each member of SUPPLIER GROUP has agreed or will agree with the requirements of Article

7.3.1 above prior to the effective date of the PO.

- 7.3.3 SUPPLIER declares that it has not engaged and will not engage in any conduct that violates the provisions of the legislation mentioned at Article 7.3.1 above and shall abide by such legislation while performing the PO.
- i. SUPPLIER, in respect of the PO and the matters that are the subject of the PO, represents that neither it nor anyone on its behalf (to its knowledge) has made, offered or promised, nor will make, offer or promise anything of value or any advantage, whether directly or through an intermediary, to or for the use of any person, organization or company, including any employee, consultant or agent of PURCHASER GROUP or COMPANY GROUP, or any of their family members, where such payment, gift, promise or advantage would be for purposes of: influencing any act or decision of such person, organization or company,
  - ii. inducing an act of a GOVERNMENT OFFICIAL to do or omit to do any act in violation of his or her lawful duties,
  - iii. securing any improper advantage,

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- iv. inducing a GOVERNMENT OFFICIAL to improperly use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.
- 7.3.4 SUPPLIER shall not engage in and shall ensure that no member of SUPPLIER GROUP engages in ILLEGAL INFORMATION BROKERING or any other form of corrupting the contract award process. If any person approaches any member of SUPPLIER GROUP for purposes related to ILLEGAL INFORMATION BROKERING or any other form of corrupting the contract award process, whether related to the PO or any other business interests of PURCHASER, SUPPLIER shall immediately notify PURCHASER. PURCHASER shall treat such notice and all related information with the utmost confidence. Following such notice, SUPPLIER shall be sure to administer the PO in such a manner as to prevent any PARTY from illegally gaining access to any confidential information, or more generally gaining any unfair advantage.
- 7.3.5 SUPPLIER declares that neither the corporate entity it represents, nor any of its or its AFFILIATES executives or employees, is under current criminal investigation or has been subject to any civil or criminal enforcement actions, at home or abroad, for improper conduct relating to bribery, corruption or violation of the laws governing business corporate entities.
- 7.3.6 SUPPLIER consents to the written disclosure (if required or compelled by operation of APPLICABLE LAW, regulation or court order) by PURCHASER of SUPPLIER's identity and the amounts paid or to be paid to SUPPLIER under this PO.
- 7.3.7 SUPPLIER declares that all payments due to SUPPLIER under the PO shall be made by bank wire transfer to the bank account of SUPPLIER at a designated bank in the country where SUPPLIER performs the SUPPLY (or is headquartered).
- 7.3.8 PURCHASER shall have the right to audit the SUPPLIER's books and records with the purpose to evaluate the SUPPLIER's compliance with the above provisions. SUPPLIER shall cooperate and provide full and immediate access to PURCHASER and its designated representatives to SUPPLIER's books and records to facilitate such audit.

**7.4. TRADE CONTROL**

- 7.4.1. The PARTIES and their respective officers, directors and personnel involved in this PO shall comply with all applicable TRADE CONTROL LAWS including any applicable resolutions, laws or regulations adopted, maintained or enforced by any SANCTIONS AUTHORITY. No provision in this PO should be interpreted or applied in a way that would require any PARTY to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable TRADE CONTROL LAWS.
- 7.4.2. SUPPLIER represents that, to the best of its knowledge, at the effective date of the PO neither SUPPLIER nor any of its respective directors or officers are included on a list of targeted persons, blocked parties or persons subject to asset-freezing or other restrictions introduced under any applicable TRADE CONTROL LAWS (a "TARGETED PERSON") and it is not directly or indirectly owned by 50% or more, in the aggregate or individually, or otherwise controlled by any TARGETED PERSON.
- 7.4.3. SUPPLIER shall promptly notify PURCHASER if it becomes a TARGETED PERSON or becomes directly or indirectly owned by 50% or more, in the aggregate or individually, or otherwise controlled by any TARGETED PERSON. As soon as reasonably practicable upon the request of PURCHASER, SUPPLIER shall provide PURCHASER with the shareholders' structure of SUPPLIER indicating ultimate owners of at least 5% and more of SUPPLIER's shareholder/charter capital.
- 7.4.4. If, as a result of SUPPLIER's shareholding structure or SUPPLIER becoming a TARGETED PERSON or becoming fully or partially owned, directly or indirectly, by any TARGETED PERSON, or as a result of supply of any materials, parts, equipment, services, technology or software provided pursuant to the PO becoming restricted or prohibited under TRADE CONTROL LAWS, PURCHASER's performance of its obligations under this PO would, in PURCHASER's sole opinion, constitute a breach of or otherwise become impractical to fulfil due to applicable TRADE CONTROL LAWS, PURCHASER shall, as soon as reasonably practicable, give written notice to SUPPLIER of its inability to perform or fulfil such obligations. Once such notice has been received by SUPPLIER, PURCHASER is entitled to either:
  - i. immediately suspend the performance of the affected obligation under the PO until PURCHASER may lawfully discharge such obligation; or

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- ii. terminate the PO pursuant to Article 23 below.
- 7.4.5. Any delays or failure of performance or termination of PO by PURCHASER due to the circumstances set out in Article 7.4.4 above does not constitute a breach of the PO by PURCHASER and PURCHASER is not liable to SUPPLIER for any costs, expenses or damages associated with such delay or failure of performance or termination of the PO.
- 7.4.6. SUPPLIER shall provide PURCHASER with all Harmonized Tariff Schedule codes, or equivalent customs commodity codes used in the country of supply (as applicable), Export Control Classification Numbers, or equivalent Export Control classification number used in the country of supply, Country of Origin certificate(s), manufacturer name, Free Trade Agreement qualification and chemical abstract service number (if applicable), and any subsequent changes thereto, for any items provided under this PO.
- 7.4.7. To comply with applicable TRADE CONTROL LAWS, the PURCHASER, before entering into the PO, requests the SUPPLIER to fill in and sign a Sanctions Certificate in form attached to the PO. The SUPPLIER recognizes that, by entering into the PO, the PURCHASER relied upon the information provided by SUPPLIER by means of the Sanctions Certificate. Accordingly, the SUPPLIER, hereby undertakes full responsibility for the accuracy and completeness of the information provided.
- 7.4.8. To comply with all applicable TRADE CONTROL LAWS, the PURCHASER requests the SUPPLIER to fill in and sign an Export Controls Certificate in form attached to the PO. The SUPPLIER recognizes that the PURCHASER relies upon the information provided by SUPPLIER by means of the Export Controls Certificate. Accordingly, the SUPPLIER, hereby undertakes full responsibility for the accuracy and completeness of the information provided.
- 7.4.9. Whenever SUPPLIER is the exporter, SUPPLIER will obtain all export licenses and authorizations required by applicable TRADE CONTROL LAWS and provide PURCHASER written notice of such license(s) and authorization(s) and all applicable conditions.
- 7.4.10. SUPPLIER shall not provide anything to PURCHASER that is from or transhipped through any jurisdiction subject to U.S. or EU comprehensive sanctions and will not take any action, furnish any information or make any request that would be reportable or would result in a violation of law or penalty for PURCHASER or any of its AFFILIATES under any applicable antiboycott laws and regulations.
- 7.4.11. SUPPLIER shall ensure that its SUB-CONTRACTORS, SUB-SUPPLIERS or any other party it engages in connection with this PO are informed of and will comply with the foregoing requirements of this Article.

### 7.5. TAX FRAUD AND ILLICIT FINANCING

- 7.5.1. SUPPLIER represents to PURCHASER that SUPPLIER and its personnel:
- i. are fully aware of and understand the provisions of all applicable foreign and domestic taxation laws including the directive 2016/1164, the directive 2018/1673 and the directive 2018/843, any enactment, modification or replacement of the same from time to time, and any subordinate legislation made under the same (collectively, the "TAXATION LAWS") and that it has in place robust and reasonable internal procedures (including appropriate policies, approval processes, training and monitoring) to ensure that its employees, agents, contractors and representatives comply with the TAXATION LAWS;
  - ii. have not committed and will not commit an offense of cheating the public revenue or of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax.
- 7.5.2. Failure of SUPPLIER to comply with any part of this Article 7.5. constitutes a material breach of this PO. PURCHASER may terminate this PO immediately upon written notice to SUPPLIER where PURCHASER determines in good faith that SUPPLIER or any of its SUB-CONTRACTORS / SUB-SUPPLIERS has breached any part of this Article.

### 7.6. PRIVACY and DATA PROTECTION

Each PARTY separately determines the purposes and means of the processing of PERSONAL INFORMATION and is therefore an independent data controller. EACH PARTY will comply with its respective privacy and data protection obligations as required by APPLICABLE LAW.

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Such obligations may include, but are not limited to, ensuring the lawfulness of the processing of PERSONAL INFORMATION, responding to individuals' rights requests, providing adequate notice to individuals regarding the processing of PERSONAL INFORMATION, compliance with cross-border data transfer obligations, ensuring the security of PERSONAL INFORMATION, appropriate handling of data security incidents, responding to and cooperating with regulatory requests and investigations, keeping records of processing activities.

In respect of security, the PARTIES will:

- i. hold PERSONAL INFORMATION in strict confidence and not disclose PERSONAL INFORMATION to other parties without appropriate contractual safeguards,
- ii. establish, maintain and comply with a written information security program that contains administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of PERSONAL INFORMATION and to protect against threats or hazards to the integrity and security of, the unauthorized or accidental destruction, loss, alteration or use of, and the unauthorized access to, PERSONAL INFORMATION (DATA SAFEGUARDS),
- iii. employ DATA SAFEGUARDS meeting or exceeding the requirements of APPLICABLE LAW, including data protection legislation,
- iv. maintain appropriate access controls, including limiting access to PERSONAL INFORMATION to the minimum number of their personnel who require such access, and to the minimum extent necessary, and provide their personnel with appropriate training relating to information security; and
- v. test, assess, review and revise DATA SAFEGUARDS from time to time in accordance with prevailing industry standards.

SUPPLIER will ensure that it is duly authorized, including through providing appropriate notice to and obtaining authorizations from individuals, where applicable, to provide PURCHASER with, and enable PURCHASER to process PERSONAL INFORMATION.

SUPPLIER will ensure that its employees, SUB-CONTRACTORS, and other relevant individuals of SUPPLIER GROUP involved in projects under the PO, are provided with the Professional Partners Privacy Notice published on PURCHASER's website ([https://www.ten.com/sites/energies/files/2021-02/Professional\\_Partners\\_Privacy\\_Notice.pdf](https://www.ten.com/sites/energies/files/2021-02/Professional_Partners_Privacy_Notice.pdf)).

Should SUPPLIER receive any request from PURCHASER GROUP's employees, contractors or other similar individuals, or authorities, in relation to such individuals' PERSONAL INFORMATION or PURCHASER privacy practices, SUPPLIER will immediately inform PURCHASER and refrain from answering such request. SUPPLIER will also notify PURCHASER of any suspected security incident relating to such PERSONAL INFORMATION. SUPPLIER will not use such information for other purposes than fulfilling the projects under the PO and will delete such information within a reasonable period after PO termination.

SUPPLIER will comply with cross-border transfer limitations pursuant to APPLICABLE LAW when providing PERSONAL INFORMATION to or receiving PERSONAL INFORMATION from PURCHASER GROUP. To the extent that PERSONAL INFORMATION from the European Economic Area (EEA) or the UK is transferred to SUPPLIER GROUP outside those regions, the PARTIES hereby adhere, where required, to EU Controller-to-Controller Standard Contractual Clauses 2021/914 under Module 1.

SUPPLIER shall, as appropriate and as directed by PURCHASER, regularly dispose of PERSONAL INFORMATION that is maintained by SUPPLIER but that is no longer necessary to provide the SUPPLIER. Upon termination or expiration of the PO for any reason or upon PURCHASER's request, SUPPLIER will immediately cease handling PURCHASER GROUP and/or COMPANY GROUP PERSONAL INFORMATION and will return in a manner and format reasonably requested by PURCHASER, or, if specifically directed by PURCHASER, will destroy, any or all such PERSONAL INFORMATION in SUPPLIER's possession, power or control. If SUPPLIER disposes of any paper, electronic or other record containing PURCHASER GROUP or COMPANY GROUP PERSONAL INFORMATION, SUPPLIER will do so by taking all reasonable steps (based on the sensitivity of PERSONAL INFORMATION) to destroy such PERSONAL INFORMATION by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying PERSONAL INFORMATION in such records to make it unreadable, unreconstructable and indecipherable. Upon request, SUPPLIER will provide a written certification that PERSONAL INFORMATION has been returned or securely destroyed in accordance with this paragraph.

### 7.7. CYBERSECURITY

- 7.7.1 SUPPLIER shall notify PURCHASER in writing immediately (and in any event within twenty-four (24) hours) whenever SUPPLIER reasonably believes that there has been any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of, or damage to CONFIDENTIAL INFORMATION or any other

unauthorized access to the SUPPLIER's IT systems that may prevent the performance of the activity under this PO, or any other unauthorized Processing of PERSONAL INFORMATION ("Security Incident"). After providing notice, SUPPLIER shall investigate the Security Incident, take all necessary steps to eliminate or contain the exposure of the CONFIDENTIAL INFORMATION, and keep PURCHASER informed of the status of the Security Incident and all related matters. SUPPLIER shall share investigation results with PURCHASER and agree on mutual remediation actions to resolve and/or prevent any potential reoccurrence of the incident, or potential compromise in the future. SUPPLIER further agrees to provide reasonable assistance and cooperation requested by PURCHASER and/or PURCHASER's designated representatives, in the furtherance of any correction, remediation, or investigation of any Security Incident and/or the mitigation of any potential damage, including any notification that PURCHASER may determine appropriate to send to COMPANY, affected individuals, regulators or third parties, and/or the provision of any credit reporting service that PURCHASER deems appropriate to provide to affected individuals. Unless required by law applicable to SUPPLIER, SUPPLIER will not notify any individual or any third party other than law enforcement of any potential Security Incident involving PERSONAL INFORMATION, without first obtaining written permission of PURCHASER. In addition, immediately after identifying or being informed of any Security Incident arising from any act or omission by SUPPLIER, SUPPLIER will develop and execute a plan, subject to PURCHASER's approval, to solve the Security Incident and that reduces the likelihood of a recurrence of a Security Incident.

- 7.7.2 In order to prevent Security Incident and the potential negative effects resulting from their occurrence, SUPPLIER shall implement and ensure that its SUB-CONTRACTORS and SUB-SUPPLIERS implement appropriate disaster recovery and business continuity plans. SUPPLIER shall review both business continuity plans and disaster recovery plans regularly to ensure they are up to date and well tested.
- 7.7.3 SUPPLIER shall be liable for any damage suffered by the PURCHASER's GROUP in connection of a Security Incident unless (i) the event is beyond SUPPLIER's reasonable control, is unavoidable and cannot be resisted or predicted, (ii) SUPPLIER is fully compliant with the APPLICABLE LAW and (iii), on the date of the Security Incident, SUPPLIER had in place appropriate (a) measures of protection against possible Security Incident and (b) business continuity plan ("Excusable Events"). In presence of Excusable Events, SUPPLIER shall be entitled to notify a FORCE MAJEURE and relevant Article 27 shall apply.
- 7.7.4 Subject to a 10 business days PURCHASER's advance notice, SUPPLIER shall provide to PURCHASER, its authorized representatives, or to an independent inspection body appointed by PURCHASER: (i) access to SUPPLIER's information, processing premises, and records; (ii) reasonable assistance and cooperation of SUPPLIER's relevant staff; (iii) reasonable facilities at SUPPLIER's premises for the purpose of auditing SUPPLIER's compliance with its obligations under this paragraph and (iv) certifications, reports, policies and independent attestations such Soc 2 Type 2 report, certificate of insurance, penetration testing reports, information security program, ISO 27001 certificates and mitigation of vulnerabilities identified in SUPPLIER's environment.
- 7.7.5 The SUPPLIER represents and warrants that all software, applications, code, and deliverables provided under the PO shall be free from any form of surreptitious code, including but not limited to viruses, malware, spyware, backdoors, or any other malicious code that may harm, compromise, or disrupt the PURCHASER systems or data. In the event that any vulnerabilities or potential security risks are identified post-delivery, the SUPPLIER shall promptly provide necessary security updates, patches, or fixes to address such issues and ensure code integrity.

Upon PURCHASER's request the SUPPLIER shall engage an independent third-party source code review firm to conduct an objective and comprehensive review of the source code pertaining to the deliverables provided under this PO ("Source Code Review"). The Source Code Review shall focus on the quality, security, performance, and compliance of the SUPPLIER 's source code with the specifications and requirements hereby outlined.

#### 7.8. QUALITY MANAGEMENT, HSE MANAGEMENT, SOCIAL ACCOUNTABILITY

PURCHASER requires the SUPPLIER to apply the highest importance and priority on quality, safety, health, protection of the environment, social accountability and security during the performance of the PO.

- 7.8.1 SUPPLIER, its SUB-CONTRACTORS and SUB-SUPPLIERS shall have established and shall maintain a Quality Management System based on ISO 9001 standard as a means of ensuring that services and supplies conform to specified requirements. This system shall assure PURCHASER that SUPPLIER is committed to delivering the SUPPLY of a quality no less than that specified in the PO. Such Quality Management System shall be fully auditable by PURCHASER, and as a minimum conform to the PURCHASER requirements, and SUPPLIER shall ensure that appropriate arrangements are in place to facilitate such PURCHASER audit.

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- 7.8.2 SUPPLIER shall ensure that appropriate arrangements are in place to protect the health and safety of its employees or those engaged in the performance of the PO, and shall comply with all applicable health, safety and environmental laws and regulations while performing the PO.

SUPPLIER shall have established and shall maintain an HSE Management System including Health and Safety Policy, and Environmental Management System based on ISO 14001 and ISO 45001 Standard and shall cause its SUB-CONTRACTORS and SUB-SUPPLIERS to establish and maintain the same. Such Management Systems shall be fully auditable by PURCHASER, and as a minimum conform to the TEN requirements.

- 7.8.3 SUPPLIER is encouraged to apply the principles of sustainable procurement and to put in place appropriate arrangements in order to minimize any adverse effects on the environment while performing the PO. SUPPLIER will take into consideration factors such as value for money (price, quality, availability, functionality), the entire life cycle of the SUPPLY and the effects on the environment that the SUPPLY has over the whole lifecycle (green procurement, carbon footprint).

### 7.9. HUMAN RIGHTS

- 7.9.1. SUPPLIER shall adhere to the principles enshrined in the pertinent international and regional conventions on human rights and in particular to the principles set out in the Organization for Economic Cooperation and Development Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, and in the core

International Labor Organization (UN) Conventions.

- 7.9.2. SUPPLIER shall comply with all Applicable Laws regarding labor rights and fair working conditions, forced or child labour. SUPPLIER further represents that it or any of its SUB-SUPPLIER or SUB-CONTRACTOR will not utilize child labor or forced labor in violation of the above-mentioned conventions. SUPPLIER shall always and everywhere respect the human rights of its workers and treat all of them with dignity and respect. In detail, SUPPLIER shall commit to Building Responsibly Worker Welfare principles.
- 7.9.3. SUPPLIER shall adopt sound human rights practices designed to respect, at all times, the human rights of its workers and treat them fairly, with dignity and respect. In particular, SUPPLIER shall assess and address risks related to forced labor or modern slavery, discrimination, fair treatment and fair working conditions, ethical recruitment, freedom of association and collective bargaining, including implementing appropriate due diligence and remediation programs; and have the necessary processes, procedures, investigations and systems in place to comply with the requirements in this Article.
- 7.9.4. SUPPLIER shall ensure that its SUB-SUPPLIERS and SUB-CONTRACTORS or any other party it engages in connection with the PO are informed of and will comply with the foregoing requirements of this Article.

### 7.10. ANTI-MONEY LAUNDERING AND TERRORIST FINANCING (AML-FT)

SUPPLIER represents that it complies with applicable money laundering and terrorist financing statutes as well as rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency.

### 7.11. ENFORCEMENT

SUPPLIER represents that it and its AFFILIATES have not taken and will not take any direct or indirect action inconsistent with this Article 7, and will provide PURCHASER, upon its request, with a suitable certification of compliance with this Article 7. SUPPLIER further represents that it established procedures to comply with this Article 7, including procedures to ensure that all transactions are accurately recorded and reported in its books and records to truly reflect the activities to which they pertain. PURCHASER or COMPANY or any person authorized by either of them has the right to conduct audits of such procedures to include the right to review SUPPLIER's books and records. In addition to the above:

- 7.11.1 If SUPPLIER learns of any government investigation or proceeding regarding an alleged breach of law by SUPPLIER GROUP related to the PO, or discovers that it has failed to comply with this Article 7 or that a failure is possible, SUPPLIER shall immediately notify PURCHASER and cooperate in good faith to determine whether noncompliance has occurred, including providing PURCHASER free and unrestricted access to all documentation and information necessary to sufficiently determine whether a breach has or might occur,
- 7.11.2 If PURCHASER has reason to believe that a breach of this Article 7 has occurred or may occur, PURCHASER may withhold further payments until it has received confirmation to its complete satisfaction that no breach has

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occurred or will occur. In case of such PURCHASER payment withheld in relation to this Article 7.10.2, PURCHASER is not liable to SUPPLIER for any claim whatsoever related to PURCHASER's decision to withhold payments, and SUPPLIER shall INDEMNIFY PURCHASER from and against any claim related thereto,

7.11.3 In case of any breach of this Article 7, PURCHASER shall be entitled to terminate the PO in accordance with Article 23.1.

7.11.4 SUPPLIER agrees to flow down the foregoing requirements to its SUB-SUPPLIERS and SUB-CONTRACTORS.

### ARTICLE 8 - ASSIGNMENT/SUB-CONTRACTS/SUB-ORDERS

#### 8.1. ASSIGNMENT

8.1.1 PURCHASER, with prior written notice, may freely novate or assign the PO to any member of the COMPANY GROUP or their successors and assigns .

8.1.2 SUPPLIER shall not novate or assign all or part of the PO and/or its rights and obligations resulting from the PO to any other party without PURCHASER's prior written consent. Any novation or assignment by SUPPLIER without PURCHASER's consent is null and void. In particular, the credits arising from the PO may not be transferred to any other party. Violation of this prohibition shall constitute a material breach, consequently entitling PURCHASER to suspend payment to the SUPPLIER and to terminate the PO pursuant to Articles 22 and 23.

8.1.3 In case of assignment by SUPPLIER with PURCHASER consent, the SUPPLIER, as the initial recipient of the PO, shall remain jointly and severally liable for the execution of the PO towards the PURCHASER unless otherwise mutually agreed.

#### 8.2. SUB-CONTRACTS / SUB-ORDERS

8.2.1 In case of SUB-CONTRACTS and/or SUB-ORDERS, the SUPPLIER remains solely responsible for the good and complete performance of the SUPPLY in accordance with the PO. Any act, omission or default by SUPPLIER's SUB-CONTRACTORS and/or SUB-SUPPLIERS or by their sub-contractors or sub-suppliers of any tier is considered an act, omission or default of the SUPPLIER.

8.2.2 SUPPLIER shall not SUB-CONTRACT and/or SUB-ORDER all or any significant part of the SUPPLY without PURCHASER's prior written consent. PURCHASER reserves the right to reject SUB-CONTRACTORS and/or SUB-SUPPLIERS, even if included in agreed Sub-Vendor list, for legitimate reason including its rejection by COMPANY of its poor performance in other projects.

8.2.3 In case of SUB-CONTRACTS and/or SUB-ORDERS placed by the SUPPLIER with other suppliers in charge of supplying raw materials or parts to be incorporated into the SUPPLY, SUPPLIER shall provide PURCHASER with the list of its SUB- CONTRACTORS and/or SUB-SUPPLIERS, with an indication of the places of execution.

8.2.4 Upon PURCHASER's request, SUPPLIER shall transmit unpriced copy of any SUB-CONTRACT and/or SUB-ORDER.

8.2.5 Any SUB-CONTRACT and/or SUB-ORDER shall necessarily include the same obligations as those to which the SUPPLIER has agreed in the PO, provided they are applicable to said SUB-CONTRACT and/or SUB-ORDER. SUPPLIER shall ensure that said SUB-CONTRACT and/or SUB-ORDER is/are consistent with the PO. For avoidance of doubt, any SUB-CONTRACT shall contain written confidentiality obligations at least as stringent as those in the PO.

8.2.6 All SUB-CONTRACTS and SUB-ORDERS shall bear the complete PO number and reference, as well as the following: "The goods supplied under this purchase order are subject to inspection by PURCHASER and/or its authorized representative and/or nominated Inspection Company".

8.2.7 SUPPLIER shall take all measures to ensure the necessary co-ordination with all its SUB-CONTRACTORS and SUB-SUPPLIERS.

8.2.8 PURCHASER has the right to impose a SUB-CONTRACTOR or a SUB-SUPPLIER on the SUPPLIER and any associated conditions will be mutually agreed between the SUPPLIER and the PURCHASER. In this case, as well, SUPPLIER remains fully responsible for the good and complete implementation of the PO.

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- 8.2.9 All SUB-CONTRACTS and SUB-ORDERS shall include the SUPPLIER right to assign the relevant SUB-CONTRACT and SUB-ORDER to PURCHASER or COMPANY GROUP, and their successors and assigns, without prior approval of lower tier suppliers.

### ARTICLE 9 - PO EXECUTION: DESIGN, MATERIALS, EXECUTION METHODS, SUPPLIERS' DATA MANAGEMENT, ASBESTOS

#### 9.1. DESIGN

The SUPPLY shall be carried out according to the SUPPLIER's design that shall be verified and adjusted by SUPPLIER, as necessary, to comply with PO. The SUPPLIER shall take full responsibility of its final design and shall satisfy all the requirements set forth in the PO including the fitness for purpose of the SUPPLY and its quality, performances and compliance with applicable specifications.

#### 9.2. MATERIALS

- 9.2.1 PURCHASER may define after the PO signature the main materials of the SUPPLY. In this case, SUPPLIER shall verify the suitability of said material selection for the specified scope in accordance with the state of the art and its know-how, and either endorse said material selection maintaining the full responsibility for it, or inform PURCHASER that, on the basis of its verification, a different material selection is necessary and, in this case, obtain PURCHASER approval.
- 9.2.2 In the absence of any definition of materials by PURCHASER, the SUPPLIER shall define the materials of the SUPPLY and take responsibility for the choice of materials, as necessary to satisfy all the requirements set forth in the PO (including quality, performances, corrosion, etc.) according to the state of the art and its know-how.
- 9.2.3 SUPPLIER is responsible for procuring all the materials of the SUPPLY in compliance with the regulations in force applicable to the PO (including country of origin, conformity, etc.) concerning the origin and provenance of the SUPPLY components. SUPPLIER is responsible for the authenticity of the material certificates and for the accuracy of their content.

#### 9.3. EXECUTION METHODS

- 9.3.1 SUPPLIER is responsible for the SUPPLY execution methods. In case the execution methods are specified by PURCHASER, SUPPLIER will endorse them and the relevant procedure pursuant to Article 6.11.2 and 6.11.3 shall apply.
- 9.3.2 The complete SUPPLY, including the working processes of the SUPPLIER and of its SUB-SUPPLIERS and/or SUB-CONTRACTORS, must satisfy the best quality conditions and correspond to the state of the art, besides being in full compliance with the requirements set forth in the PO. The SUPPLIER guarantees that each SUPPLY component is new and free from defects. The same guarantee applies to components from stock.

#### 9.4. SUPPLIER'S DATA MANAGEMENT

- 9.4.1 The SUPPLIER shall timely provide any data and/or information to be exchanged with the PURCHASER in relation to the PO at its own care and expenses, being this activity included in the scope of the PO. The said exchange of data and/or information shall be executed in any form agreed with PURCHASER and indicated in the PO, including paper copies, delivery of electronic files, sharing of electronic tools, etc.
- 9.4.2 SUPPLIER shall submit the data and information to PURCHASER for approval, as expressly required in the MATERIAL REQUISITION attached to the PO. PURCHASER's approval shall not release the SUPPLIER from any of its obligations and responsibilities under the PO.
- 9.4.3 Data and/or documents approved by PURCHASER may not be modified by SUPPLIER without PURCHASER's prior written authorization.
- 9.4.4 All data and/or documents transmitted by SUPPLIER, including preliminary issues, shall be produced in a suitable manner agreed by PURCHASER to clearly identify, for each of them, the authorization from the SUPPLIER's appointed representative.
- 9.4.5 In accordance with the PO, the SUPPLY shall include, in addition to all the technical data and information relevant to the engineering, construction and material and equipment erection, also the necessary data, information and documents required for shipment and export of the SUPPLY.

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9.4.6 Data/information delivery will be considered as occurred only in case such data/information are submitted according to the method and format agreed under the PO. For example, in case both hard copy and electronic format are required under the PO, the relevant data/information will not be considered as delivered until both hard copy and electronic format are received by PURCHASER.

### 9.5. ASBESTOS

9.5.1. SUPPLIER warrants that the SUPPLY, including any part and/or component thereof, shall not contain asbestos or any mineral fibres based on calcium and magnesium silicates (including amphibole fibres and serpentine fibres). SUPPLIER further warrants that the above-mentioned materials shall not be in any way used in connection with the production process of the SUPPLY.

9.5.2. The SUPPLIER's failure to comply with the above-mentioned warranties shall constitute a material breach of the PO, entitling PURCHASER to forthwith terminate the PO according to Article 23.1. SUPPLIER shall be responsible for and shall INDEMNIFY PURCHASER GROUP and the COMPANY GROUP from and against any penalties, fines, claims, causes of action, suit, losses, damages, costs and expenses (including cost of defence, settlement and reasonable attorneys' fees) which PURCHASER GROUP and/or the COMPANY GROUP may suffer, incur, be responsible for or pay out as a result of the SUPPLIER's failure to comply with the warranties under this Article 9.5. SUPPLIER shall include a similar provision in any SUB-ORDER and/or SUB-CONTRACT it will enter into in connection with the SUPPLY.

### ARTICLE 10 - SPARE PARTS - SPECIFIC CONSUMABLE PARTS AND MATERIALS

- 10.1. SUPPLIER shall provide a detailed list of required spare parts and of specific consumable parts and materials, including pricing and terms of delivery, and shall deliver such items within the appropriate time schedule, as well as any related documentation required for start-up and operation of SUPPLY pursuant to the requirements of the PO.
- 10.2. All spare parts shall satisfy the same technical and commercial conditions applicable to the SUPPLY.
- 10.3. SUPPLIER expressly guarantees that spare parts, or other parts with equal functionality and best prices, are available for a period of 10 years from the PO effective date.
- 10.4. Should SUPPLIER modify materials or equipment of the SUPPLY, wholly or in part, SUPPLIER shall replace the spare parts related thereto, as applicable, at no extra charge to PURCHASER and/or to COMPANY.

### ARTICLE 11 - CONTROLS AND TESTS

- 11.1. SUPPLIER shall conduct and shall cause its SUB-SUPPLIERS and SUB-CONTRACTORS to conduct, all the necessary controls of and tests on the SUPPLY as required by the PO, in addition to any quality control required by its (and their) own Quality Control System and procedures.
- 11.2. PURCHASER reserves the right to conduct or have conducted tests or inspections of SUPPLY at any time during its performance. In this respect, as applicable, SUPPLIER shall:
  - i. provide PURCHASER, COMPANY or any representative appointed by PURCHASER or COMPANY with free access to any facility owned, controlled or used by SUPPLIER GROUP, including ensuring right of free access from SUB-SUPPLIER and/or SUB-CONTRACTORS of any tier (the access to these last shall be coordinated by the SUPPLIER), as necessary; and
  - ii. make available to PURCHASER, in accordance with the PO, all documents, properly calibrated instruments and tools and resources required for inspection of SUPPLY.
- 11.3. Representatives of PURCHASER or COMPANY may review or witness any inspection or test and may collect evidence from the inspections or tests. To grant PURCHASER and COMPANY sufficient opportunity to be represented, SUPPLIER shall notify PURCHASER of any control, test or inspection prescribed for in the PO at least (28) DAYS prior to such test or inspection or at least (14) DAYS prior to such test or inspection that SUPPLIER otherwise deems necessary to perform in addition to those prescribed for in the PO.
- 11.4. For all those controls, tests or inspections for which the presence of PURCHASER and/or COMPANY is foreseen in the PO, SUPPLIER shall ensure that they have been internally successfully conducted prior to notify PURCHASER and/or COMPANY of their execution.
- 11.5. The SUPPLIER and its SUB-SUPPLIERS and SUB-CONTRACTORS shall ascertain and guarantee safety and health conditions in places where inspection and control operations are performed by PURCHASER and/or by personnel

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assigned by the latter, providing adequate information and instructions so that operations are performed without hazard to the health and safety of the said personnel.

- 11.6. PURCHASER's acceptance of any control, inspection or test result shall be pronounced only after the SUPPLIER has shown that the SUPPLY satisfies the requirement, and/or the performances, specified in the PO in relation to the said control, inspection or test.
- 11.7. The inspection reports prepared by PURCHASER shall be PURCHASER's property and shall not be transmitted to the SUPPLIER.
- 11.8. PURCHASER, COMPANY, or any representative or appointee of PURCHASER or COMPANY, witness, presence or attendance, or lack thereof at any facility, test or inspection, or any verification, comment, approval or acceptance made concerning SUPPLY does not release SUPPLIER from any of its responsibilities. PURCHASER may waive its right of test or inspection at any time without prejudice to its right to reject unsuitable or nonconforming SUPPLY.
- 11.9. SUPPLIER is liable for PURCHASER's costs arising out of SUPPLIER's failure to duly notify PURCHASER of any test or inspection prescribed for in the PO, including any costs to expose any part of SUPPLY that is covered, painted, put out of view or whose access is otherwise limited. SUPPLIER is also liable for PURCHASER's costs directly or indirectly arising out of SUPPLIER's actions or inactions inhibiting any test or inspection, including costs to (re)perform a test or inspection.
- 11.10. If the results of tests or inspections show SUPPLY to be noncompliant with the PO, SUPPLIER shall promptly remedy such noncompliance at its own risk and expense and shall reimburse PURCHASER any resulting costs, including COMPANY costs, if any. SUPPLIER shall reimburse PURCHASER, and COMPANY if applicable, any resulting cost also in case of postponement or cancellation of any notified test and/or inspection informed less than eight (8) DAYS in advance the scheduled date.

### ARTICLE 12 - PACKING and MARKING – DELIVERY

#### 12.1 PACKING AND MARKING

- 12.1.1. SUPPLIER shall provide the preliminary packing lists for SUPPLY following the requirements and the prescriptions established in the PO, including the period and form in which such lists must be supplied.

SUPPLIER bears all consequences for any errors, omissions or changes attributable to itself that may affect the information contained in the preliminary packing lists and cause packages to change from standard size to oversize or modify the data concerning oversized packages.

Without prejudice to the foregoing, SUPPLIER shall immediately inform PURCHASER of any such errors, omissions or changes during performance of the PO.

- 12.1.2. SUPPLIER shall, prior to the start of manufacturing, obtain prior authorization from the competent authorities for transportation to the specified place of delivery and furnish drawing(s) indicating overall dimensions, with the estimated total weight of the packed equipment, or part of the equipment concerned, to PURCHASER.

Failure to observe the foregoing conditions or to otherwise provide PURCHASER with erroneous information in this regard is at SUPPLIER sole risk and expense.

- 12.1.3. Prior to packing SUPPLY, SUPPLIER shall take all precautionary measures set forth in the PO, such as cleaning, painting, lubrication, application of protective film, disassembly of fragile components, anchoring or fastening for purposes of protecting internal parts from vibration or shocks, to protect SUPPLY from weather, corrosion, loading accidents or transportation or storage constraints.

If SUPPLIER is in charge of packing, SUPPLIER shall comply with the packing requirements set forth in the PO.

- 12.1.4. SUPPLIER shall expressly identify any items of SUPPLY that require special handling, transportation or storage or preservation conditions or are sensitive to weather changes including SITE, and SUPPLIER shall clearly identify all precautions to be taken in relation thereto. Should SUPPLIER fail to observe the foregoing requirement or provide PURCHASER with erroneous and/or incomplete information in this regard is at SUPPLIER sole risk and expense.

#### 12.2 DELIVERY

- 12.2.1 SUPPLIER shall deliver SUPPLY to, or make SUPPLY available at, the place of delivery set forth in the PO.

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If delivery is not made at the established location within the allotted time all costs incurred by SUPPLIER or PURCHASER in connection with dead freight, demurrage, warehousing, insurance, carriage to another loading point or any other costs necessary to ensure delivery, together with any associated costs are for SUPPLIER's account, without prejudice to any other terms of the PO.

- 12.2.2 The method of delivery and the respective obligations of the PARTIES are specified in the PO. However:
- i. For EXW (ex-works) delivery at the workshop, notwithstanding such Incoterms, SUPPLIER shall load, secure, protect and lash SUPPLY onto the PURCHASER-furnished means of transport. SUPPLIER shall carry out the foregoing operations under its own responsibility and at its own expense, regardless of its involvement in packing,
  - ii. For customs cleared FCA (free carrier) delivery by railcar, if SUPPLIER or SUB-SUPPLIER or SUB-CONTRACTOR workshop is not linked with the railway network, SUPPLIER shall truck SUPPLY to the closest station and ensure that SUPPLY is loaded, protected and fastened on the railcar, at its own risk and expense,
  - iii. For delivery of SUPPLY without packing, SUPPLIER is responsible for providing adequate space at its facility, as well as any means of handling the equipment required for the packing to be done by the PURCHASER-appointed party.
- 12.2.3 SUPPLIER shall not make SUPPLY available for shipping, nor ship SUPPLY without first obtaining PURCHASER's written consent, failing which PURCHASER reserves the right to return SUPPLY to SUPPLIER at SUPPLIER's sole risk and expense to complete the acceptance procedure, if necessary.
- 12.2.4 If PURCHASER requires that SUPPLIER postpone shipment of SUPPLY, storage preservation and insurance costs incurred by SUPPLIER during the first (60) DAYS of postponement are for SUPPLIER's account, and the PARTIES shall agree in good faith to warehousing terms for any period after such initial (60) DAYS period, provided the risks inherent in the warehousing remain SUPPLIER's responsibility.

### ARTICLE 13 - WARRANTY, GUARANTEES, DEFECT CORRECTIONS and ACCEPTANCE OF THE SUPPLY

- 13.1. If at any time prior to delivery SUPPLY or any part of SUPPLY is defective in any way or otherwise nonconforming to the PO and without prejudice to Article 6.10 above SUPPLIER shall at SUPPLIER's sole risk and expense, immediately, and as required by PURCHASER, replace, reperform or correct any defect and/or nonconformity of the SUPPLY or any part thereof.

Replaced, reperformed or corrected SUPPLY is subject to those test and inspection requirements established under the PO, as well as any additional test and inspection reasonably required by PURCHASER, at no cost to PURCHASER.

- 13.2. SUPPLIER, in relation to the delivered SUPPLY, warrants that:
- i. It has the full right to sell SUPPLY; and
  - ii. SUPPLY:
    - a) is fit for its intended purpose,
    - b) is performed in compliance with APPLICABLE LAWS and generally accepted industry practice, standards and industry codes,
    - c) is free from any encumbrances, rights and privileges of any THIRD PARTY,
    - d) is free from defects in design or workmanship,
    - e) fully and satisfactorily meets all requirements set forth in the PO,
    - f) is, and its components are, new and unused; and
  - iii. SUPPLY will meet the performance guarantees established in the PO.

Warranties provided by SUPPLIER in this Article apply to SUPPLY until the end the DEFECTS CORRECTION PERIOD.

- 13.3. SUPPLIER shall promptly rectify any defect or nonconformity in SUPPLY. Such rectification shall include all works necessary to make the defective or nonconforming SUPPLY compliant with the PO and with the warranties provided under this Article 13,

including replacement of the whole SUPPLY.

- 13.4. Provisions of above Article 13.2 also apply to any re-work related to the PO performed under the DEFECTS CORRECTION PERIOD and will last for a period, whichever is latest, of:

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- i. 12 months from the date of PURCHASER's acceptance of the re-work, or
  - ii. that period set forth in the PO.
- 13.5. If the repair or replacement during the DEFECTS CORRECTION PERIOD concerns a component which prevents the operation of the SUPPLY in accordance with PO requirements, the new guarantee shall be extended to the whole SUPPLY.
- 13.6. If PURCHASER requires SUPPLIER to be present at the SITE for re-work, SUPPLIER shall timely dispatch, at its own care and expenses, necessary, qualified personnel for such purpose, and SUPPLIER's scope will be jointly defined with PURCHASER.
- 13.7. All costs incurred in connection with rectification is for SUPPLIER's account, including transportation costs from its workshop to the destination of SUPPLY or costs of recovering, dismantling and reassembling SUPPLY. Should the SUPPLIER evidence to PURCHASER's satisfaction that the defects or malfunctions of the SUPPLY are not attributable to the SUPPLIER, the above costs shall be reimbursed by PURCHASER to the SUPPLIER on the basis of substantiating documents.
- 13.8. Upon written notice, PURCHASER may assign the warranty granted by SUPPLIER to COMPANY or any entity formally communicated by the COMPANY to the PURCHASER.
- 13.9. If SUPPLIER fails to promptly respond to any claim under this Article 13, PURCHASER may rectify the defect or nonconformity itself or engage a THIRD PARTY to do so, and any such rectification will be at SUPPLIER's sole risk and expense.
- 13.10. If during the DEFECTS CORRECTION PERIOD more than five per cent (5%) of the total number of any specific part or component contains the same defect, then this shall be considered to be a serial defect (hereinafter referred to as "SERIAL DEFECT") in all such parts or components. If a SERIAL DEFECT is deemed to exist then the SUPPLIER shall:  
(a) promptly perform a thorough investigation to ascertain the root cause of the SERIAL DEFECT and provide a report to PURCHASER explaining the cause and effect of the SERIAL DEFECT, including identifying the extent of the relevant parts and components which are or may be affected by the SERIAL DEFECT; (b) remedy all parts or components which are or may be affected by the SERIAL DEFECT including carrying out any necessary alterations, additions, modifications, design modifications, repairs or replacements regardless of whether the SERIAL DEFECT has made itself apparent in such parts or components at the time that the threshold above is exceeded; and (c) provide to PURCHASER, if appropriate, a certificate from an appropriate independent certification body, certifying the design suitability for any element of the WORK redesigned due to a SERIAL DEFECT having arisen.

### ARTICLE 14 - LIQUIDATED DAMAGES

- 14.1. SUPPLIER acknowledges that its failure to perform the activities under the PO on or before the required dates set out in the PO, will result in substantial economic damages and losses of types and amounts to the PURCHASER which are impossible to compute and ascertain with certainty as a basis for actual damages. Unless the delay is proven through a substantiated "critical path analysis" to be directly caused by
  - i. FORCE MAJEURE or
  - ii. PURCHASER's breach of an obligation under the PO that is not in any way attributable to SUPPLIER or its SUB-CONTRACTORS or SUB-SUPPLIERS,SUPPLIER shall pay "Liquidated Damages" for late delivery, as defined in the PO.
- 14.2. Payment of liquidated damages for delay does not release SUPPLIER from its obligations under the PO, but it shall represent the sole financial remedy available to PURCHASER for late delivery, with exception of the reimbursement of the costs specified in Article 6.10.6 and Article 12.2 and the consequences of a termination under Article 23.1.
- 14.3. If SUPPLY does not meet the performance guarantees set out in the PO, SUPPLIER will, at PURCHASER's discretion, either remedy the shortfall in performance in accordance with Article 13 above or pay performance liquidated damages. The performance guarantee is deemed to have been satisfied upon satisfactory remedy (in PURCHASER's reasonable discretion) thereof or payment of the performance liquidated damages to PURCHASER, if and as this possibility is provided for in the PO. Except to the extent delay is directly caused by Purchaser's default or impediment, Supplier shall, upon Purchaser's request, without proof of loss, pay to Purchaser as liquidated damages 0.5% of the PO Price per Day for Supply not performed in accordance with those dates set out in the Agreement Schedule. Supplier's cumulative liability for payment of liquidated damages under this Article is limited to 25% of the PO Price.

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- 14.4. The PARTIES, having negotiated in good faith for such specific liquidated damages in light of the anticipated damage and difficulties of proof of loss, expressly agree that such liquidated damages do not constitute a penalty but are instead a genuine, fair, reasonable and proportionate pre-estimate of PURCHASER's loss arising from SUPPLIER's delay, in respect to Article 14.1, or failure to meet the performance guarantees under the PO, in respect to Article 14.3. If this Article 14 is found for any reason to be void, invalid or otherwise inapplicable so as to disentitle PURCHASER from recovering the full amount of liquidated damages, PURCHASER is entitled to claim any and all actual damages against SUPPLIER.

### ARTICLE 15 - TITLE AND LIENS

- 15.1. Full and unencumbered title to SUPPLY, except the related software which remains the property of the SUPPLIER, passes to PURCHASER as the SUPPLY becomes identifiable as being related to the PROJECT irrespective of the phase of progress (such as in the course of manufacturing, fabrication, transportation, installation) and irrespective of any payment consideration (such as non-payment, late payment, disputes on chargeable or invoiced sums or amounts of retention made by PURCHASER under the PO). However, for the avoidance of doubt, SUPPLIER bears risk of loss, howsoever caused, which may occur to SUPPLY up to delivery.
- 15.2. All SUPPLY provided under the PO, including equipment, goods and materials, must be free of liens, encumbrance, pledge or other form of retentions, except those for which PURCHASER is responsible.
- 15.3. In the event of a SUB-ORDER or a SUB-CONTRACT, SUPPLIER shall stipulate the same transfer of title clause in its favor with the involved SUB-SUPPLIER or SUB-CONTRACTOR.

### ARTICLE 16 - PRICE, INVOICES, PAYMENT AND FINANCIAL SECURITY

- 16.1. Having accepted the PO, SUPPLIER accepted and is fully satisfied as to all conditions and circumstances affecting the PO price and other related matters, and to have fixed its prices according to such conditions and circumstances.
- 16.2. The PO price is all inclusive, fixed, firm and no escalation nor currency fluctuations for the duration of the PO shall apply unless expressly provided under the PO. Except in case of a CHANGE ORDER under Article 5, No additional allowance or adjustment will afterwards be made to the PO price.
- 16.3. Terms of payment are specified in the PO.
- 16.4. SUPPLIER shall provide at its own cost any combination of a parent company guarantee, bank guarantee, letter of credit or other financial security as required in the PO. SUPPLIER shall provide such financial security prior to submission of the first invoice. Any financial security required under the PO must be on PURCHASER's standard form, and provision and maintenance of the financial security is a condition precedent to payment.
- 16.5. SUPPLIER shall prepare and provide invoices in accordance with the PO, detailing, among other things, all inclusions and exclusions applicable to the invoice in terms of taxes and duties; all invoices shall include all documentation PURCHASER requires to substantiate the invoice. Invoices submitted without a PO number or supporting documentation may be rejected in PURCHASER's sole discretion.
- 16.6. PURCHASER shall pay the amount due to SUPPLIER according to the invoice (less any deduction applicable under Articles 16.7 and 16.8) within (45) DAYS from the date on which a correct, fully documented invoice satisfying the requirements of this Article has been received and approved by PURCHASER.
- 16.7. PURCHASER may deduct the following from any amount due to SUPPLIER under this PO or any other agreement with SUPPLIER:
- i. any previous payments on account to SUPPLIER which relate to, or directly concern, SUPPLY covered by the invoice,
  - ii. such parts of the invoiced amount as are insufficiently documented or otherwise disputed, provided PURCHASER shall promptly specify such insufficient documentation or the nature of the dispute,
  - iii. all amounts due to PURCHASER by SUPPLIER (e.g. liquidated damages under Article 14.4; amounts due pursuant under Article 17 and Article 19.5),
  - iv. any additional cost incurred by PURCHASER and/or anticipated to be incurred by PURCHASER for which SUPPLIER is liable according to the PO.
- 16.8. PURCHASER may withhold a percentage (to be defined in the PO) of the PO price until PURCHASER approves all final documentation to be delivered by SUPPLIER, or on behalf of SUPPLIER, under the PO.

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- 16.9. Payments made by PURCHASER shall not be deemed to constitute even partial acceptance of the SUPPLY according to the PO and shall not affect any PURCHASER's right under the PO including the right to reject the SUPPLY and receive reimbursement for any amount paid to the SUPPLIER for the SUPPLY.
- 16.10. Should the SUPPLIER fail to comply with the provisions of the PURCHASE ORDER, PURCHASER reserves the right to withhold payments to the SUPPLIER. In the event of any such withholding, the SUPPLIER shall not halt or delay the performance of the related work.
- 16.11. SUPPLIER shall deliver to PURCHASER a "Release of Liens and Claims" letter or certificate executed by SUPPLIER and each of its SUB-SUPPLIERS and SUB-CONTRACTORS at the time(s) and in the form specified in the PO or otherwise required in writing by PURCHASER. SUPPLIER's delivery of the Release of Liens and Claims is a condition precedent to payment, including final payment. PURCHASER may withhold payment without interest until SUPPLIER provides the Release of Liens and Claims to PURCHASER.

### ARTICLE 17 - TAXES, CUSTOMS AND DUTIES

#### 17.1 TAXES

- 17.1.1. Unless otherwise stated in the PO, SUPPLIER's prices are inclusive of all applicable taxes (whether imposed on the sale or SUPPLIER GROUP's income or wages), including withholding taxes, permits, fees, charges and the like for which SUPPLIER is liable.
- 17.1.2. SUPPLIER shall pay at its own expense, and shall assure that SUPPLIER GROUP reports, files and pays all taxes, fees, levies, imposts, duties and charges and the like (with all direct and indirect expenses to discharge same and all penalties and fines pertaining to any of the preceding) assessed or imposed upon SUPPLIER GROUP by any public or governmental authority in connection with the performance of SUPPLY for which it is liable with no exception whatsoever.
- 17.1.3. SUPPLIER shall at all times comply with the APPLICABLE LAW and shall fulfil all administrative requirements, including all registration and filing of documents.
- 17.1.4. PURCHASER may withhold from payments otherwise due to SUPPLIER under the PO any taxes or amounts required to be withheld and shall settle such tax or amount to the appropriate authorities. PURCHASER shall provide SUPPLIER with receipts evidencing remittance to such authorities of the taxes or amounts so withheld.
- 17.1.5. SUPPLIER shall INDEMNIFY PURCHASER GROUP and COMPANY GROUP from and against all CLAIMS suffered by PURCHASER GROUP and COMPANY GROUP arising from SUPPLIER GROUP obligations under this Article.

#### 17.2 CUSTOMS AND DUTIES

- 17.2.1. If requested, SUPPLIER shall promptly provide PURCHASER with any documents or information required for compliance with applicable customs laws, rules, and regulations. This includes, but is not limited to, the required Import or Export documents in support of any Free Trade Agreement ("FTA") or duty-free claim.
- 17.2.2. Similarly, SUPPLIER shall promptly inform PURCHASER of any errors or omissions contained in such document certifications provided by SUPPLIER, or of any noncompliance by SUPPLIER with applicable customs laws, rules, and regulations or FTA requirements.
- 17.2.3. SUPPLIER acknowledges that, notwithstanding any other provision of the PO, PURCHASER may withhold payment on any SUPPLIER invoice until the documents or information required for compliance with applicable customs laws, rules, and regulations are provided.

### ARTICLE 18 - AUDIT OF FINANCIAL RECORDS

- 18.1. PURCHASER or any person appointed by PURCHASER may audit any records of SUPPLIER GROUP as required to verify payments made to or by SUPPLIER under the PO.
- 18.2. PURCHASER audit right described in Article 18.1 above does not include the right to examine the composition of SUPPLIER's rates and prices.
- 18.3. SUPPLIER shall give and shall ensure SUPPLIER GROUP gives the appointed auditor free access during SUPPLIER's office hours to all timesheets, records and other documents necessary to satisfactorily complete the audit, including original invoices, supporting documentation and all books of accounts incorporating such account details.

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- 18.4. The audit rights provided for under this Article apply for the duration of the PO and for five years after termination or expiry of the DEFECTS CORRECTION PERIOD. If the audit reveals that invoices and/or payments are incorrect, SUPPLIER shall reimburse PURCHASER according to those findings.

### ARTICLE 19 - SUPPLIER'S INSURANCE OBLIGATIONS

- 19.1. SUPPLIER shall at its own expense provide and maintain, and cause its SUB-SUPPLIERS and SUB-CONTRACTORS to maintain at their own expenses, the following insurance policies throughout the term of the PO:
- i. Workers' Compensation Insurance in the amount required by APPLICABLE LAWS and Employers Liability with limits no less than \$1,000,000 USD (or the equivalent thereof),
  - ii. General liability and product liability with minimum limits commensurate with the scope of SUPPLY and the risk associated with the SUPPLY,
  - iii. Comprehensive Cyber insurance coverage for data breaches, cyber liability, and privacy liability. This coverage can be included as an extension under another insurances,
  - iv. All risk replacement cost property insurance for PURCHASER GROUP and COMPANY GROUP's property while under SUPPLIER GROUP's care, custody and control or not specifically covered by PURCHASER's insurance policies to the extent of the liabilities assumed,
  - v. Transportation insurance covering all risks of loss or damage sustained by the SUPPLY during transportation to the agreed delivery point as defined in the PURCHASE ORDER, if PURCHASER or COMPANY itself does not take out such a policy,
  - vi. If applicable to SUPPLY:
    - a. Auto Liability
    - b. Watercraft Liability
    - c. Aircraft Liability
    - d. Professional Liability
    - e. A policy covering the equipment, accessories, worksite equipment, and, generally, the items of personal or real property used by the SUPPLIER, up to their full value.
- 19.2. SUPPLIER GROUP provided insurance shall be issued by an Insurance Company with a minimum AM Best Financial Strength Rating of A-VII or equivalent and shall, to the extent of the indemnities and liabilities assumed by SUPPLIER under the PO:
- i. name PURCHASER GROUP and COMPANY GROUP (i.e., "indemnity to principal"),
  - ii. contain a waiver of subrogation in favor of PURCHASER GROUP and COMPANY GROUP,
  - iii. be primary, non-contributory and not excess coverage.
- 19.3. The insurance requirements under the PO may be met by a combination of primary and umbrella insurance policies. This Article 19 in no way limits SUPPLIER's indemnity obligations or other liabilities under the PO. SUPPLIER may not invoke any lack in its insurance coverage or any failure of its insurers to escape its obligations under the PO SUPPLIER's failure to obtain and maintain insurance required by the PO constitutes a material breach of the PO.
- 19.4. Prior to commencing SUPPLY and otherwise promptly upon PURCHASER's request, SUPPLIER shall provide PURCHASER a certificate evidencing the coverages and endorsements required under the PO. The said certificates shall mention:
- i. The limits of indemnity
  - ii. The nature of the coverage (occurrence form or claim made basis)
  - iii. The insurance period
  - iv. Any deductible amounts
  - v. Any exclusion

and shall be accepted by PURCHASER.

Furthermore, these certificates shall mention that the policies may not be cancelled and/or modified without written notice by the insurance company to PURCHASER thirty (30) days in advance.

- 19.5. If SUPPLIER fails to take out the insurances required under the PO, PURCHASER may take out such insurance itself and either claim the cost from SUPPLIER or deduct the cost from any sums due by PURCHASER to SUPPLIER.
- 19.6. SUPPLIER shall immediately notify PURCHASER of any occurrence that may give rise to an insurance claim.
- 19.7. SUPPLIER's failure to secure insurance coverage in no way relieves SUPPLIER from its obligations under the PO. If liability for a claim is denied by the underwriter(s), in whole or in part, because of SUPPLIER's failure to maintain the

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required insurance, SUPPLIER shall INDEMNIFY PURCHASER GROUP and COMPANY GROUP against all CLAIMS that would otherwise be covered by that insurance or that result from the lack of that insurance.

- 19.8. If either PURCHASER or COMPANY take out a construction all risks policy (or the equivalent), and SUPPLY requires SUPPLIER's performance of work at the SITE, PURCHASER shall endeavor to ensure coverage is extended to SUPPLIER as a co-insured party. However, it is specified that:
- i. if insurer refuses to cover a claim or loss, or for non-coverage otherwise, SUPPLIER waives all rights of recourse against PURCHASER or COMPANY and the relevant insurer,
  - ii. if SUPPLIER is responsible for, or took part in, the occurrence of a claim or loss, SUPPLIER shall (a) bear the applicable deductible amount, exclusions specified in the policy and shares of claims or loss not indemnified by the insurers and (b) shall at its own costs assist PURCHASER to issue and pursue the relevant insurance claim; and
  - iii. if it becomes necessary to extend the period of coverage for reasons attributable to SUPPLIER, SUPPLIER shall exclusively bear the extra cost of premium resulting from such extension.

### ARTICLE 20 - INDEMNITIES and LIABILITIES

- 20.1. SUPPLIER shall INDEMNIFY PURCHASER GROUP and COMPANY GROUP from and against any CLAIMS concerning loss of or damage to PURCHASER PROVIDED ITEMS and/or SUPPLY while in the care, custody or control of SUPPLIER GROUP arising out of or in connection with the performance of the PO and regardless of the cause thereof including strict liability or negligence, in whatever form, of PURCHASER GROUP, COMPANY GROUP or any other person or THIRD PARTY.
- 20.2. SUPPLIER shall INDEMNIFY PURCHASER GROUP, COMPANY GROUP against any CLAIMS concerning:
- i. personal injury to or loss of life of any member of PURCHASER GROUP or COMPANY GROUP,
  - ii. loss of or damage to any property of either COMPANY GROUP or PURCHASER GROUP,
  - iii. any damage to THIRD PARTIES.

arising out of or in connection with SUPPLY or the PO, to the extent of and in proportion to negligence, breach of statutory or other duty, or other fault of SUPPLIER GROUP, including product liability according to law.

- 20.3. SUPPLIER shall INDEMNIFY PURCHASER GROUP and COMPANY GROUP from CLAIMS resulting from infringement of patent or of other IP rights in connection with the SUPPLY under Article 25 or resulting from a breach of the confidentiality obligations set forth in Article 26. PURCHASER shall, at SUPPLIER's expense, have the right to be represented by counsel selected and appointed by same PURCHASER, which shall cooperate fully in the defense of any such CLAIMS.
- 20.4. The aggregate SUPPLIER liability arising out of or in connection with the PO shall not exceed 150% of the value of the PO. However, such limit shall not apply to:
- i. Any cost related to the activity required to rectify any defect or non-conformity in SUPPLY pursuant to Article 13,
  - ii. Any amounts recoverable from the insurance pursuant to Article 19,
  - iii. Any indemnity provided under this Article 20,
  - iv. Any breach of the Article 7,
  - v. In case of fraud, GROSS NEGLIGENCE or WILLFUL MISCONDUCT of any member of SUPPLIER GROUP.
- 20.5. Except for each PARTY's liability for fraud, GROSS NEGLIGENCE and WILLFUL MISCONDUCT and except for SUPPLIER's liability for breach of confidentiality under Article 26 (Confidentiality) or patent infringement under Article 25, neither PARTY shall be liable to the other for any special, incidental, indirect or consequential damages as well as lost profits and revenues of the other PARTY whatsoever, arising out of, resulting from or in any way related to the PO from any cause or causes, including any such damages caused by negligence, professional errors or omissions, strict liability or breach of contract.

### ARTICLE 21 - SUPPLIER'S DEFAULT

- 21.1. The SUPPLIER shall be in default in any of the following cases:
- i. Obvious failure likely to affect the quality and conformity of the SUPPLY
  - ii. Delay in the implementation of the PURCHASE ORDER, leading to an unavoidable postponement of the SCHEDULE and/or performance tests and/or SUPPLIER's obligations hereunder
  - iii. Total or partial non-implementation of the PURCHASE ORDER

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- iv. SUPPLIER's breach of any obligation under Article 7, 8 and 9, or
- v. Delay in delivery exceeding the period corresponding to the maximum amount of Liquidated Damages, or
- vi. SUPPLIER becomes insolvent, makes an arrangement with his creditors, goes into liquidation, has an execution/restraining order levied on its property, the ownership structure of SUPPLIER GROUP or that of its parent company(ies) is changed or a significant part of SUPPLIER GROUP's assets are sold or transferred to any other party or
- vii. Material and/or prolonged failure of the SUPPLIER to meet its obligations hereunder.

PURCHASER shall notify any default to the SUPPLIER in writing, providing a term to correct such default.

21.2. If, following the receipt notice from PURCHASER, the SUPPLIER fails to correct the default within the term provided by the PURCHASER, PURCHASER may without prejudice to possible termination of the PURCHASE ORDER in accordance with the Article 23.1 below:

- i. Either impose technical assistance on the SUPPLIER, without releasing the SUPPLIER from its obligations or responsibilities,
- ii. Or itself replace the SUPPLIER for all or part of the SUPPLY, at the SUPPLIER's expense and risk, and without prejudice to the continuing validity of the PURCHASE ORDER. In this respect, PURCHASER may use its own resources to complete the said SUPPLY and/or use any other THIRD PARTY for this purpose by means of a subcontract,
- iii. Or reject all or part of the SUPPLY in accordance with the Article 24.

All the above remedies, including termination of the PURCHASE ORDER, shall be immediately available to PURCHASER, and no communication for remedies shall be required, upon the occurrence of the events of defaults under letters d), e), f) above, for which no remedy by SUPPLIER is possible.

### ARTICLE 22 - SUSPENSION OF THE PO

- 22.1. PURCHASER may, in its sole discretion, suspend performance of SUPPLY or any part of SUPPLY with written notice to SUPPLIER specifying which part of SUPPLY is suspended and the effective date of suspension. Upon receipt of PURCHASER's suspension notice, SUPPLIER shall immediately cease performance of the suspended SUPPLY. In case of partial suspension, SUPPLIER shall continue to perform that part of the SUPPLY that is not suspended pursuant to the PO. In case PURCHASER notification of suspension is caused by FORCE MAJEURE event, all the related consequences are dealt with in following Article 27.
- 22.2. During suspension notified by PURCHASER, SUPPLIER shall take all reasonable actions to preserve and protect SUPPLY and PURCHASER PROVIDED ITEMS in its care and custody, whether completed or in-progress, including materials.
- 22.3. To the extent SUPPLIER is fully compliant with the obligation under the PO, PURCHASER shall reimburse SUPPLIER for all documented costs directly incurred as a consequence of the suspension, any other liability being expressly excluded. As a condition precedent to reimbursement, SUPPLIER shall provide PURCHASER all documentation and evidence necessary to substantiate SUPPLIER's claimed costs.
- 22.4. The implementation of the PURCHASE ORDER shall be resumed upon issuance of a written notice to the SUPPLIER, who shall not refuse to resume the work. Should SUPPLIER refuse to resume the implementation of the PURCHASE ORDER SUPPLIER shall be considered in default under Article 21 (SUPPLIER's default).
- 22.5. To the extent the suspension was not due to SUPPLIER's default, promptly after resumption of the PURCHASE ORDER, SUPPLIER shall present to PURCHASER the results of its evaluation of the suspension impact and propose its claim for adjustment of the PO SCHEDULE in accordance with Article 5. Any adjustment to the PO SCHEDULE will be made with due regard to the delay incurred by SUPPLIER due to the suspension and other concurrent delays excluding SUPPLIER delays prior to suspension, if any.
- 22.6. Except in case of suspension due to Force Majeure, SUPPLIER shall not have the right to suspend or terminate performance of its obligations under the PURCHASE ORDER for any breach, or alleged breach of the PURCHASE ORDER by PURCHASER. SUPPLIER's sole remedy for PURCHASER's breach or alleged breach of the PURCHASE ORDER is to pursue a CLAIM pursuant to the Dispute Resolution provisions under Article 28. SUPPLIER shall continue to perform its obligations under the PURCHASE ORDER pending resolution of the dispute.

### ARTICLE 23 - TERMINATION OF THE PO

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23.1 In the event of default as described in the Article 21 above, PURCHASER shall be rightfully entitled to terminate the PURCHASE ORDER. Termination shall not entitle SUPPLIER to any indemnity.

The SUPPLIER shall INDEMNIFY PURCHASER for all damages caused to the PURCHASER, including extra expenses resulting from the need to select another supplier and the associated delays.

Termination shall be without prejudice to the liquidated damages for delay and reimbursement of the advance and down payments received by the SUPPLIER for the non-completed portion of the PURCHASE ORDER.

23.2 PURCHASER may terminate all or part of the PURCHASE ORDER at any time. In such a case, PURCHASER shall pay the SUPPLIER, after submission of substantiating documents accepted by the PURCHASER:

- i. The amounts due for work already performed and accepted by PURCHASER at the date of termination, after deduction of advance and down-payments already made; and
- ii. The amounts paid to SUB-CONTRACTORS and SUB-SUPPLIERS, upon presentation of satisfactory supporting documents, for costs directly, reasonably and irrevocably incurred and paid in good faith in respect of the completed parts of their work, it being understood that SUPPLIER shall have the obligation to minimize reimbursable costs; less any deduction to be made under Article 16.8.

23.3 Within fifteen (15) days from the receipt of the termination notice, the SUPPLIER shall make available to PURCHASER, or to a THIRD PARTY nominated by PURCHASER, all the documents, except its proprietary documents, used for the execution of the SUPPLY, including all data, including books, manuals, drawings, information, etc., prepared for and by it under the PURCHASE ORDER, as well as the SUPPLY, as they are, on the date of termination, and assign to PURCHASER all its rights arising from the SUBCONTRACTS and/or SUB-ORDERS.

### ARTICLE 24 - REJECTION OF THE SUPPLY

24.1 Should the SUPPLIER fail to implement all or part of the SUPPLY in conformity with the PURCHASE ORDER, PURCHASER reserves the right, after any unsuccessful formal notice to the SUPPLIER, to reject all or part of the SUPPLY.

24.2 The SUPPLY thus rejected shall, at PURCHASER's option:

- i. either be replaced by the SUPPLIER as soon as possible, at its own risk and expense,
- ii. or be replaced by PURCHASER or by a third party nominated by PURCHASER. In this case, the SUPPLIER shall reimburse all the expenses incurred by PURCHASER as well as the amount already paid for the rejected part of the SUPPLY.

24.3 Notwithstanding the above, PURCHASER may temporarily use all or part of the rejected SUPPLY until the same is replaced by a conforming SUPPLY.

24.4 Title to the rejected SUPPLY shall automatically be transferred back to the SUPPLIER unless notified otherwise by PURCHASER. The SUPPLIER shall then, at its own expense and risk, take back the rejected SUPPLY wherever it is made available by PURCHASER.

24.5 Furthermore, the SUPPLIER shall INDEMNIFY PURCHASER for any damage caused to PURCHASER as a result of the rejection of the SUPPLY.

### ARTICLE 25 - INTELLECTUAL PROPERTY

25.1 PURCHASER and SUPPLIER retain any right, title and interest in their respective BACKGROUND IP.

To the extent any SUPPLIER GROUP BACKGROUND IP is incorporated into the SUPPLY, SUPPLIER agrees to grant and does hereby grant PURCHASER an automatic, non-exclusive, royalty-free license to the SUPPLIER GROUP BACKGROUND IP, with right to sublicense to COMPANY, for all commercially reasonable uses of the SUPPLY under the PO and any CONTRACT, including to the extent necessary for PURCHASER and/or COMPANY to test, operate, maintain, repair, modify, extend or rebuild SUPPLY.

To the extent any PURCHASER GROUP BACKGROUND IP or COMPANY BACKGROUND IP is incorporated into or required for performing the SUPPLY, PURCHASER agrees to grant and does hereby grant SUPPLIER an automatic, non-exclusive, royalty-free license to use the PURCHASER BACKGROUND IP or COMPANY BACKGROUND IP, as applicable, with right to sublicense to any approved SUB-CONTRACTOR, to the extent required for performing the SUPPLY under the PO.

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- 25.2. PURCHASER shall own all deliverables in the SUPPLY, whether for PURCHASER's own use or for assignment of rights in SUPPLY to a COMPANY. PURCHASER ownership and any other rights provided herein shall apply regardless of any SUPPLIER letterhead or logo included in the SUPPLY.
- 25.3. PURCHASER or COMPANY's use of certain software (if specified by SUPPLIER and agreed by PURCHASER) will be governed exclusively by the applicable SUPPLIER or THIRD PARTY software license agreement, which in any case shall include sufficient rights to use such software for all commercially reasonable purposes under this PO and CONTRACT at no additional charge.
- 25.4. Any new IP arising in connection with the performance of SUPPLY and/or based on specifications, requirements, CONFIDENTIAL INFORMATION, or BACKGROUND IP of PURCHASER GROUP shall automatically vest in PURCHASER ("ARISING IP"). In consideration of PO price, SUPPLIER agrees to assign and does hereby assign all right, title, and interest in ARISING IP to PURCHASER. In return, PURCHASER agrees to assign and does hereby assign to SUPPLIER an automatic, non-exclusive, royalty-free license to use the ARISING IP to the extent required for performing its obligations under the PO.

SUPPLIER shall promptly notify PURCHASER of any ARISING IP and shall provide all reasonable assistance necessary to enable PURCHASER to acquire and register such IP. PURCHASER shall reimburse SUPPLIER all reasonable costs arising from such assistance, including compensation to SUPPLIER's employees or others pursuant to APPLICABLE LAWS.

- 25.5. Drawings, documents, data and other information of any kind furnished by PURCHASER shall be treated by SUPPLIER as CONFIDENTIAL INFORMATION, and SUPPLIER shall not disclose or use such information without PURCHASER's prior written consent in accordance with Article 8.2.6 and 26.
- 25.6. SUPPLIER represents that no THIRD PARTY IP will be incorporated into the SUPPLY unless it qualifies as SUPPLIER BACKGROUND IP. If any credible assertion of THIRD PARTY IP rights is brought against PURCHASER or COMPANY as a result of their use of the SUPPLY, including any assertion for infringement of licenses, patents, processes, trademarks, designs or models, against PURCHASER or COMPANY, SUPPLIER, despite any appeal, shall, at its own expense, without prejudice to the indemnity under Article 20.3, as soon as PURCHASER informs SUPPLIER about any such claim for alleged patent infringement either:
- i. obtain the right for PURCHASER to continue using SUPPLY; or
  - ii. in agreement with PURCHASER and in PURCHASER's sole discretion, either:
    - (a) have SUPPLY replaced by a non-infringing alternative that otherwise achieves the same effect as the original SUPPLY; or
    - (b) have SUPPLY modified in such a manner as to remove the cause of infringement.
- 25.7. For avoidance of doubt, PURCHASER under this article has the right to procure the parts and replacement parts required for any SUPPLY repairs not executed by SUPPLIER.

### ARTICLE 26 - CONFIDENTIALITY

- 26.1. The remaining terms of this Article 26 shall apply only to the extent the NDA recited in Article 4.3 does not exist or has terms no longer in force. For avoidance of doubt, in the event of any conflict, the terms of the NDA (to the extent in force) shall take precedence over this Article 26.
- 26.2. SUPPLIER shall treat all CONFIDENTIAL INFORMATION exchanged under the PO as confidential and shall not disclose CONFIDENTIAL INFORMATION to any other person without PURCHASER's written permission.
- 26.3. SUPPLIER may disclose CONFIDENTIAL INFORMATION to another party to the extent strictly necessary for performance of SUPPLY; provided, however, that in each such case, SUPPLIER ensures that the party to whom it discloses CONFIDENTIAL INFORMATION signs a written confidentiality agreement containing provisions at least as stringent as those in the PO and remains liable to PURCHASER for breach of those obligations by the party to whom it disclosed CONFIDENTIAL INFORMATION.
- 26.4. SUPPLIER shall not publish information concerning its business with PURCHASER, SUPPLY, COMPANY or the PO without PURCHASER's prior written approval, which PURCHASER may withhold in its sole discretion. The obligations under this Article 26 apply for a period of 10 years following either the date of expiry of the DEFECTS CORRECTION PERIOD of the applicable PO or the date in which the PO is terminated, whichever comes later.
- 26.5. In case of breach of any confidentiality obligations under this Article 26, the indemnity under Article 20.3 shall apply.
- 26.6. PURCHASER shall treat as confidential information the information provided by SUPPLIER and clearly marked as confidential when issued.

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26.7. For avoidance of doubt, the SUPPLIER confidential information excludes information that can be established by written evidence

a) is already known to PURCHASER at the time the information was received; b) becomes part of the public domain other than through the fault of PURCHASER and COMPANY or any member of their GROUP, or c) is publicly divulged as required by law, public authority, or a commonly recognized stock exchange.

26.8. PURCHASER may use, disclose to and authorize use by any person of such confidential information to the extent such disclosure is necessary for all commercially reasonable uses of the SUPPLY under the PO and any contract, including to the extent necessary for PURCHASER to test, operate, maintain, repair, modify, extend or rebuild SUPPLY (including to allow any third party appointed by PURCHASER to rectify a defect or nonconformity under Article 13.9 or to complete the SUPPLY in case of termination for default under Article 23).

### ARTICLE 27 - FORCE MAJEURE

27.1. FORCE MAJEURE is defined in Article 2 above.

27.2. The PARTY whose obligations are affected by a case of FORCE MAJEURE shall notify the other PARTY within forty-eight (48) hours by any means, and shall confirm it as soon as possible by formal communication, submitting evidence of its unforeseeable, irresistible and uncontrollable nature, which, in its view, makes it impossible to undertake or continue performance of all or part of its obligations. The affected PARTY's notification must include the cause, the details of the impact and the estimated duration of the FM event.

27.3. In all cases, the SUPPLIER shall do whatever is in its power to protect and keep the resources and means necessary for the implementation of the PURCHASE ORDER, as well as the SUPPLY still to be delivered, in perfect working condition. The SUPPLIER shall also (i) endeavor to make up for the non-performance of its obligations and to mitigate as much as possible the effect thereof on the satisfactory completion of the PURCHASE ORDER, including by continuing to perform all the obligations not prevented by FM event (ii) take due care of, and use commercially reasonable means to protect, SUPPLY, PURCHASER PROVIDED ITEMS and all documents related to the execution of SUPPLY provided by PURCHASER or COMPANY to SUPPLIER as are in SUPPLIER's care, custody or control

27.4. If a case of Force Majeure is recognized as such, the FORCE MAJEURE shall suspend, for its duration and direct related consequences, the affected PARTY' obligations impacted by the relevant event, in any case without prejudice to SUPPLIER's obligation to protect the SUPPLY. Each PARTY shall bear its own costs resulting from the occurrence of the event of FORCE MAJEURE and no extra payment or compensation shall be due to SUPPLIER by PURCHASER due to suspension of SUPPLY for FORCE MAJEURE.

27.5. If FM lasts without interruption for more than (90) DAYS, PURCHASER may communicate its intention to terminate for convenience the PO after the subsequent 15 DAYS, in accordance with Article 23.2.

27.6. Any PARTY shall notify the other PARTY in writing, or by means of any other method expressly recognized in the PO, of the cessation of the FM as soon as it considers the FM has ceased. Promptly after cessation of FM, SUPPLIER shall present to PURCHASER the results of its evaluation of the FM impact and propose its claim for adjustment of the PO SCHEDULE in accordance with Article 5. Any adjustment to the PO SCHEDULE will be made with due regard to the delay incurred by SUPPLIER due to FM and other concurrent delays excluding SUPPLIER delays prior to the suspension, if any.

### ARTICLE 28 - CHOICE OF LAW and SETTLEMENT OF DISPUTES

28.1. This GTC and the PO are governed by and interpreted in accordance with the laws of England and Wales, excluding any conflicts of law principles that would direct the substantive law of another jurisdiction to apply.

28.2. Any dispute or claim arising out of or in connection with the PO whether in contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, termination, and including any non-contractual claim, shall be referred to, and finally resolved by, arbitration under the Rules of Arbitration of the International Chamber of Commerce, which are deemed incorporated by reference into this Article 28. The seat of arbitration is London, England whilst hearings will be held in London, England, or such other location as may be mutually agreed by PARTIES.. The arbitrators' decision is considered as a final and binding resolution between the PARTIES.

### ARTICLE 29 - GENERAL LEGAL PROVISIONS

#### 29.1. INDEPENDENT CONTRACTOR

**T.EN Loading Systems S.A.S.**

Route des Clérimois | CS10705 | 89107 Sens Cedex | France  
S.A.S. au capital de 388 616.29€ - 879 022 309 R.C.S. Sens - SIRET 879 022 309 00014 - Code APE 3320 A

**FOR GOODS & SERVICES PURCHASE  
T.EN LOADING SYSTEMS**

29.1.1. GTC and PO are not construed to create joint venture, partnership or the like between PARTIES or their AFFILIATES.

29.1.2. Neither PARTY should act or be deemed to act on behalf of the other PARTY or its AFFILIATES, nor have the right to bind the other PARTY or its AFFILIATES.

**29.2. NOTICES**

All communications, instructions, notifications, agreements, authorizations, approvals and acknowledgements between the PARTIES will be provided in writing to the representative identified in the PO. Either PARTY may modify its address or any other contact information for receipt of notice with prompt written notification to the other PARTY.

**29.3. SURVIVAL**

Termination of the PO or fulfilment of the PARTIES' obligations under the PO does not release the PARTIES from obligations which expressly or by their nature survive the PO or extend beyond the PO termination or acceptance of SUPPLY.

**29.4. SEVERABILITY**

If any provision of the PO is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability should not affect the other provisions of the PO and all provisions not affected remain in full force and effect. The PARTIES agree to substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves to the greatest possible extent the economic, legal and commercial objectives of the invalid or unenforceable provision.

**29.5. WAIVER**

No benefit or right accruing to either PARTY under the PO is waived unless the waiver is reduced to writing and signed by the PARTIES. Failure of either PARTY to exercise any of its rights under the PO in no way constitutes a waiver of those rights, nor does such failure excuse the other PARTY from any of its obligations. The waiver of, or failure to require the performance of, any obligation under the PO is not a waiver of a similar later breach.

**29.6. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS**

The PARTIES waive all rights under or applicable to the UN Convention on Contracts for the International Sales of Goods.

**29.7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

The Parties acknowledge that the COMPANY is intended to be a third party beneficiary and the end-user of the goods or services provided under the PO. Except for the foregoing, the PO shall not create any rights in any person other than the PURCHASER and the SUPPLIER, subject to the provisions referring to PURCHASER GROUP, COMPANY GROUP and SUPPLIER GROUP, and no other person is intended to be a first party beneficiary of the PO. Without prejudice to the above, any application of the Contracts (Rights of Third Parties) Act 1999 Act shall be therefore excluded.

**29.8. ENTIRE AGREEMENT**

Subject to Article 4.3, the PO embodies the entire agreement between the PARTIES with respect to the subject matter thereof, and prevails over any previous oral or written understandings, commitments or agreements pertaining to the subject matter thereof.