

## **Article 1 – DEFINITIONS**

These General Conditions of Purchase are hereinafter referred to as "GTCP". In these Conditions, the following terms shall have the meanings set out below:

**"Conformity" or "in Conformity"**: the conformity of the Supply is determined with regard to:

- the specifications provided and/or approved by the Purchaser and/or any expected results set out in the Contract;
- the other provisions of the Contract;
- the prevailing industry standards; and,
- any applicable statutory provisions;

**"Contract"**: the set of contractual documents concerning the Supply and governing relations between the Supplier and Purchaser, including in particular in descending order of priority:

- 1) the Order Form,
- 2) where applicable, any specific conditions and their appendices,
- 3) the GTCP,
- 4) any other documents drafted by the Supplier, as the case may be, which the Purchaser expressly agrees to incorporate into the Contract.

**"Order Form" or "Order"** the paper or electronic form (as part of electronic transactions) by which the Purchaser orders the Supply from the Supplier which shall include the following as a minimum:

- a description of the Supply, the article code number, the price of the Supply, the date and place of delivery and the quantity ;
- the Purchaser's details ;
- reference to the Contract.

**"Parties" or "Party"**: the Purchaser and/or the Supplier collectively or individually, as the case may be.

**"Purchaser"**: any entity referred to in the Contract of the HUTCHINSON GROUP.

**"Sub-Contractor"**: the natural person or legal entity selected by the Supplier to provide all or part of the Supply.

**"Supplier"**: the natural person or legal entity selected by the Purchaser to perform the Contract.

**"Supply" or "Supplies"**: any goods, product or equipment, including where applicable, the associated documents and installation services of the said goods, products or equipment, as defined in the Contract.

## **Article 2 - CONTRACTUAL DOCUMENTS**

After negotiation, the Parties agreed that the Contract constitutes the agreement by and between the Parties and in this respect shall prevail and shall override any and all other conditions and provisions contained in the invoices and other documents issued by the Parties, and shall be applicable insofar as no statutory provision stipulates otherwise.

Verbal undertakings and agreements shall be of no force and effect unless they are confirmed by written agreement between the Parties. The Purchaser shall not be liable for any performance by the Supplier pursuant to a request made verbally or to a verbal modification of the Contract. The Supplier may propose duly identified changes or additions to the GTCP. Any changes or additions to the GTCP proposed by the Supplier shall be expressly conveyed in writing at the same time as its response to the Purchaser's consultation. If no changes or additions are proposed, the Supplier's response without reservations, or commencing performance or delivering the Supply without reservations by the Supplier, shall be deemed acceptance of the GTCP. Any modifications or departures from these Conditions shall only apply if they have been agreed in writing between the Parties and shall only be valid for the applicable Contract. The Supplier shall not rely on any of these modifications or departures for other Supply it performs for the Purchaser pursuant to these Conditions.

The Contract constitutes the entire agreement between the Parties and supersedes and replaces all prior exchanges, undertakings and agreements relating to the Supply.

## **Article 3 - ACCEPTANCE OF THE CONTRACT and ELECTRONIC TRANSACTIONS**

### **3.1 General**

All Contracts shall be in writing. A Contract gives rise to the issue of an Order Form. The Supplier shall acknowledge receipt in writing of the Order Form within seven (7) calendar days from the date on which the Order Form was sent. If the Supplier doesn't acknowledge receipt of the Order Form within such period, the Purchaser shall have a further period of seven (7) calendar days in which to notify the Supplier of its decision to cancel the Order Form and/or the Contract without compensation or other indemnity.

Acceptance of the Contract does not confer any exclusivity in favour of the Supplier.

### **3.2 Electronic transactions**

#### **3.2.1 General principles:**

If the Purchaser and the Supplier so provide in the specific conditions of the Contract, the Order Form may be issued in whole or in part by electronic means. Should this be the case, the Order Form may be issued either through an electronic marketplace (hereinafter referred to as the "Marketplace") requiring the Parties to contract with the agreed Marketplace provider, or alternatively, through any other agreed electronic means. Further conditions applicable to the use of electronic means for issuing the Order Form shall be set out in the specific conditions.

Should an electronic Order Form be issued this shall not prevent the Purchaser from subsequently issuing a paper Order Form and furthermore, shall not prevent the Parties from agreeing that subsequent transactions shall be performed in part or whole by alternative means.

These Conditions shall apply to all electronic transactions and the issuing of an electronic Order Form.

#### **3.2.2 Proof of electronic transactions:**

Where an Order Form is issued by electronic means, the Parties are deemed to act in full knowledge of the technical specifications (or, by joining the Marketplace, the Parties are deemed to have accepted its technical specifications) aimed at ensuring the identification, integrity and generally the security of correspondence between them. In particular, the electronic Order Form and subsequent electronic notice of acceptance thereof shall constitute an electronic signature which, as between the Parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order Form and of its acceptance by the Supplier. Unless otherwise provided for in the Contract, the electronic registers stored on the computer systems of the Marketplace's provider or, failing that, on the Purchaser's computer systems (which shall have adequate security safeguards in place) are agreed to be conclusive evidence of the entire electronic correspondence between the Parties and, as the case may be, of the payments made. In particular, if a time limit is set for a particular action, only the computer dating system of the Marketplace's provider or, failing that, the computer dating system of the Purchaser shall be valid and relied upon. The Parties expressly waive all rights to question the appropriateness of or to challenge the validity of any contractual undertaking conducted by way of exchange of electronic correspondence where such correspondence is stored in the form set out above.

#### **Article 4 - CHANGES TO THE SUPPLY**

The Purchaser shall be entitled to request in writing that the Supplier make changes to the Supply as initially defined in the Contract. Depending on the nature of the proposed change, the Purchaser shall consult the Supplier and obtain its advice about the impacts of requested change.

The Supplier shall inform the Purchaser as soon as possible (and in any event no later than seven (7) calendar days following the Purchaser's request for changes to the Contract) of the new delivery date, of any impact on the cost of the Supply and more generally any other effect on the Contract arising directly from said changes. The changes shall only become effective upon the signature by the Parties of an amendment to the Contract or at the very least, upon receipt of the Purchaser's prior written acceptance of the project estimate and any changes to the cost of the Supplies.

#### **Article 5 – DELIVERY**

##### **5.1 Delivery terms:**

All deliveries shall be made in accordance with the latest edition of Incoterms and any other delivery conditions specified in the Contract. Should the Contract be silent on the method of delivery, all deliveries pursuant to the Contract shall be made "Delivered Duty Paid – named place of delivery" (DDP), as specified in the latest edition of Incoterms, at the place agreed, during working days and normal working hours as set out in the Contract. The place of delivery shall be that set out in the Order Form. The Purchaser is entitled to change the place of delivery by notifying the Supplier in writing of the said change in advance of the expected date of dispatch of the Supply. Any partial delivery is subject to the Purchaser's prior written consent.

##### **5.2 Packing – Labelling – Marking:**

The Supplier shall be responsible for packing the Supply which shall be suitable for the means of transport used and for the Supply carried in accordance with all statutory provisions and industry standards. In all cases, the packing shall be adequate so as to prevent any damage to the Supply during transport, handling and storage at the place of delivery. The Supply shall be adequately labelled and packed in an appropriate manner and the parcels marked by the Supplier in compliance with all applicable statutory provisions and moreover as provided for in the Contract.

**5.3 – Compliance with deadlines and delivery dates – Incentives:** Compliance with deadlines and delivery times is an essential condition of the Contract. Whenever failure to comply with deadlines and delivery times is foreseeable, the Supplier shall inform the Purchaser immediately in writing of the extent of and reasons for the non-compliance. In case the Supplier does not comply with the deadline and delivery time defined in the Contract (whether by early or late delivery) and absent written acceptance by the Purchaser of the new deadline and delivery time, the Purchaser shall be entitled to either return to the Supplier the Supply, at the Supplier's cost, or otherwise to store the same until it is taken back by the Supplier, all at the risks and cost of the Supplier.

Except in case of force majeure, and without notification, the Purchaser shall be entitled to apply the penalties for delay the penalties for delay set forth in the Contract. Where the Contract is silent, the penalties shall be equal to 0.65 % of the total amount of the Contract or the Order, per calendar day late, in a limit of 10 % of the Contract or the Order amount. These penalties shall where relevant have the legal effect of "astreinte".

The payment by the Supplier of these penalties shall not affect the Purchaser's right to claim damages against the Supplier, in addition to the refund of sums already paid by the Purchaser for the Supply (if any), and/or to terminate all or any part of the Contract without notice and as of right, in accordance with the provisions of article 20.1.2.

#### **Article 6 - REGISTRATIONS, APPROVALS, AUTHORISATIONS**

The Supplier warrants that it and its Subcontractors, if any, have all statutory registrations, approvals and authorisations required to perform the Contract including but not limited to all licences, permits and registrations with public authorities and all authorisations and certifications as are required from professional organisations. The Supplier shall deliver to the Purchaser a copy thereof prior to beginning the performance of the Contract.

In the event any or all such licences, permits, registrations, approvals and/or authorisations are withdrawn from the Supplier or from any of its Subcontractors or are not renewed, the Supplier shall immediately inform the Purchaser of the same whereupon the Purchaser shall be entitled to terminate all or any part of the Contract in accordance with the provisions of article 20.1.2.

#### **Article 7 - PREVENTION OF ILLEGAL LABOUR**

The Supplier guarantees that its personnel and the personnel of its Subcontractors (if any), involved in the performance of the Contract, shall be employed and registered in full compliance with the applicable legislation.

#### **Article 8 - ACCEPTANCE OF THE SUPPLY**

Acceptance of the Supply is expected to occur following written verification by the Purchaser that the Supply Conforms to the Contract and, where applicable, following receipt by the Purchaser or by its representative of the documents relating to the Supply (including material certificates and drawings) and more generally receipt of any document set out in the Contract. At any time of such verification, the Supplier shall also deliver to the Purchaser all information and documents required for the safe and proper use of the Supply.

The absence of a refusal of the Supply by the Purchaser whether at the time of delivery and/or on payment shall not constitute acceptance. If the Supply is expressly rejected, it shall be kept available for the Supplier at the point of delivery, at the Supplier's risk and expense. In the event of such rejection, and unless the Purchaser decides otherwise in writing, the Supplier shall, at the choice of the Purchaser, either be repaired or be replaced not later than seven (7) calendar days following rejection by the Purchaser. The Supplier shall not raise any objection, including regarding its own manufacturing or delivery schedule, with regards to fulfilling the above obligation to repair or to replace.

#### **Article 9 - TRANSFER OF OWNERSHIP AND OF RISKS**

The transfer of ownership shall occur on delivery of the Supply, except if all or part of payments are made before the delivery date, in which case the transfer of ownership shall occur in advance as soon as the Supply can be identified. In the latter case, the Supplier undertakes to identify and to set aside in the name of the Purchaser the Supply deliverable for the performance of the Contract as and when produced, in such a way that it cannot be confused with the Supplier's own stocks or with any other items to be delivered to third parties. The Supplier shall ensure that its Sub-Contractors do the same. The Supplier waives any right of recourse to any retention of title clause not expressly agreed by the Purchaser. The Supplier shall ensure that its own supplier's chain and its Sub-Contractors do the same. The transfer of risks shall occur in all cases on delivery of the Supply, except in the event of refusal of the said Supply as provided in Article 8.

#### **Article 10 – PRICES**

Unless otherwise specified in the Contract, the prices stated in the Contract shall be fixed lump sums and, except as provided in article 12, shall not be subject to amendment. These prices shall include, but not be limited to, all costs incurred in the course of production, packing, loading, transport and unloading of the Supply. All prices are net of VAT. The Supplier shall bear all costs relating to customs duties, taxes, fees and levies arising in connection with the Supply.

**Article 11 - INVOICING AND PAYMENT TERMS**

Unless otherwise provided for in the Contract, invoices shall be issued by the Supplier in duplicate, in compliance with all applicable statutory provisions and the provisions of the Contract, in the name of the Purchaser. The invoices shall be sent at the address specified in the Order Form and shall quote the reference number of the Contract and the Order Form. All invoices shall be made out in the currency specified in the Contract.

The Purchaser may request to the Supplier to implement an electronic invoicing system. Technical, functional and operational specifications of such system will be agreed upon in writing by both Parties.

Where it is agreed that the costs of some services, such as transport, are to be paid by the Purchaser separately from the price of the Supply, the Supplier shall submit detailed vouchers and other relevant documents to the Purchaser.

The invoice shall, unless otherwise provided for in the Contract, be paid within sixty (60) days net date of invoice.

Payment will be made in the manner provided for in the Contract, namely by bank transfer or, exceptionally, by check.

Payment of the invoice shall not affect the Purchaser's right to dispute in writing any unjustified charge.

**Article 12 - PERSONAL DATA PROTECTION**

If personal data is processed, the Supplier warrants that it will process such data in compliance with the applicable statutes.

**Article 13 - WARRANTIES AND OTHER UNDERTAKINGS****13.1 Purpose:**

The Supplier shall, irrespective of the Purchaser having any prior competence or knowledge, give the Purchaser all necessary information, advice and warnings in relation to the nature and composition of the Supply. The Supplier shall warn the Purchaser about the risks related to the Supply, including but not limited to health and safety risks or concerns and any other hazardous risks. The Supplier warrants that it has the full right to sell the Supply and that the Supply is free from any encumbrances, rights and privileges of any third party. The Supplier warrants that the Supply corresponds to any description, specification and to any samples referred to in the Contract. The Supplier further warrants that the Supply is fit for the purpose(s) and objective(s), specified by the Purchaser and shall have no recourse to any purported lack of accuracy in the documents attached to the Contract. The Supplier shall observe all laws, rules, provisions and highest professional standards applicable to the Supply, in particular with regard to production, manufacture, repair, price definition, delivery and recycling in order to ensure that the said Supply may be legally purchased, sold, transported and exported.

**13.2 Duration and scope:**

Unless otherwise provided for in the Contract, the Supplier warrants, for a period of twelve (12) months, from the date of the first use of the Supply and for a maximum of eighteen (18) from the date of delivery, that the Supply is free of all defects, defaults, contamination and abnormal wear of whatsoever nature. Should the Supply be defective, the Purchaser shall at its option either require the Supplier to repair or to replace the Supply or if the Supplier does not do so within seven (7) calendar days as of the date of the request by the Purchaser, take appropriate measures to arrange the same itself or through a third party. In any event, the Supplier shall bear all costs of any replacement and repair of the Supply, including but not limited to travel expenses, the costs of returning the Supply to the factory and any parts and labour, but without prejudice to any other rights or remedies the Purchaser may have. Any replacement or repair of the Supply under warranty shall give rise to a new warranty for a minimum period of twelve (12) months from the date of the Purchaser's acceptance of delivery of the repaired or replaced Supply. The Supplier remains bound by all applicable statutory warranties and product liability guarantees as well as for latent defects.

**13.3 Availability of spare parts:**

The Supplier warrants that it shall promptly supply all spare parts required for the correct operation of the Supply for a minimum period of ten (10) years from the date of delivery, unless otherwise specified in the Contract. The applicable price for such spare parts after the contractual or statutory warranty period shall be agreed by the Parties.

**Article 14 - HEALTH, SAFETY AND THE ENVIRONMENT**

The Supplier undertakes, on its own behalf and on behalf of its personnel and its Subcontractors (if any), to comply and to ensure compliance with the statutes, standards and best practices applicable with respect to health, safety, working conditions and the environment.

When delivering the Supply to a Site designated by the Purchaser, the Supplier shall observe and ensure that all of its employees, representatives or Sub-Contractors comply with all rules and regulations in force on the site designated by the Purchaser regarding health, safety, working conditions and the environment as well as all applicable legislation and regulations. If the Supplier, its contractors, employees or representatives do not comply with any of these obligations, the Purchaser reserves the right to refuse the Supplier and/or any of its employees or Subcontractors access to or continued presence at the site. All consequences of non-compliance with any of these obligations, and the denial of access to or of continued presence on the site shall solely be borne by the Supplier.

In case of complementary installation services on the Purchaser's Site, the Supplier and/or its Subcontractors present on the Site shall ensure that its personnel and/or the personnel of its Subcontractors shall be fluent in the official language of the Site and shall be able to communicate, to apply and to ensure that all instructions, rules and procedures in force on the Site are applied.

In the event the Supply contains chemicals substances that make it fall under Regulation "Reach" (European Regulation n°1907/2006, hereinafter referred to as "Reach Regulation"), the Supplier warrants that it complies with and has its Subcontractors or suppliers to comply with all of the obligations provided by the Reach Regulation and its subsequent amendments. All consequences of non-compliance with the Reach Regulation shall be borne by the Supplier. In case the commercialisation of the Supply is discontinued as the result of the Reach Regulation, the Supplier shall notify to the Purchaser in writing the discontinuity effective date with a six (6) months' prior notice, unless otherwise provided in the Contract.

**Article 15 – QUALITY****15.1 Quality controls:**

The Supplier represents that it has a quality management system in place.

The Supplier shall implement all measures, including, without limitation, quality controls, necessary to ensure that the Supply is in Conformity.

**15.2 Traceability:**

Upon written request by the Purchaser, the Supplier undertakes to furnish to the Purchaser all information necessary to identify the origin, place and date of manufacture of the Supply; its components; the quality controls performed in relation to the Supply, the serial or batch numbers, and any other relevant information, as well as, the serial or batch numbers, when applicable.

**Article 16 - AUDITS**

Subject it notifies seven (7) calendar days in advance the Supplier, the Purchaser or its representative shall be entitled to carry out audits at the sites of the Supplier, its Subcontractors or at any other site before and/or during the performance of the Contract.

Within the frame of the Contract or the Supply, such audits will include, but not be limited to, the verification of compliance with the Supplier's contractual obligations, the laws and regulations in force and applicable statutory provisions and the prevailing industry standards.

These audits carried out by the Purchaser shall not reduce the Supplier's contractual liability in any way whatsoever, for example regarding the extent of the Supplier's own required quality controls, and further they shall not affect the Purchaser's right to subsequently refuse all or part of the Supply on delivery. The Supplier shall provide to the Purchaser all assistance required to carry out such audits.

## **Article 17 - LIABILITY AND INSURANCE**

### **17.1 Liability:**

Each Party shall be liable for any damage or cost that it or its employees, representatives and/or Sub-Contractors causes to the other Party or to a third party in relation to the Supply and/or in connection with the performance of the Contract. Such Party shall indemnify and hold harmless the other Party and its insurers against any such damage, cost or liability that the other Party may suffer.

### **17.2 Insurance:**

The Supplier and the Supplier's Sub-Contractors shall take out and maintain in force and effect the following insurance policies, at their own expense and throughout the entire period of performance of the Contract including any extension:

- a "General / Public Liability" and a "Product Liability" insurance, for a minimum amount of € 2,500,000 (two million five hundred thousand Euro) to include cover for damage to property, financial loss and bodily injury for each case and combined single limit per occurrence;
- a civil or third party liability automobile insurance policy for automobiles and automotive equipment used to perform the Contract;
- an insurance policy covering damages caused to its personnel, when the Supplier is located in a country in which there is no system of social security insurance;
- in addition, any other insurance required in order to comply with the applicable laws and regulations.

Before commencing performance of the Contract, the Supplier shall provide the Purchaser with copies of all insurance certificates issued by the Supplier's insurer certifying the existence, insured capital, guarantees, duration and renewal dates of the policy or policies. These insurance certificates shall conform with the insurance certificate examples (if any) appended to the Contract. None of the amounts set out above shall be construed or interpreted as limiting the Supplier's liability in any respect.

## **Article 18 - FORCE MAJEURE**

None of the Parties shall be deemed in default of their contractual obligations to the extent that their non-performance is due to an event of force majeure as recognised by law and courts. Force majeure shall only relieve the affected Party from its contractual obligations to the extent and for such period as the said Party is prevented from performing those obligations. Each Party shall bear its own expenses resulting from the occurrence of a force majeure event.

The Party affected by an event of force majeure shall immediately notify the other Party ("the Non-Defaulting Party") of the situation by fax confirmed by registered letter with receipt, supplying all necessary documentary evidence. The Non-Defaulting Party reserves the right to verify the reality of the claimed facts. The Party claiming an event of force majeure shall make every effort to mitigate as far as possible any adverse effect arising from this situation. In any event, strikes that are limited to employees of the Supplier or employees of any of the Supplier's Sub-Contractors shall not relieve the Supplier from liability for late or impeded delivery and shall therefore not be deemed to be a force majeure event. If the event or circumstance giving rise to an event of force majeure continues for longer than fifteen (15) consecutive calendar days, the Non Defaulting Party shall be entitled to cancel the Contract immediately as of right and without compensation. The Supplier shall refund the Purchaser any and all amounts already paid pursuant to the Contract to the extent such sums do not correspond with Supplies delivered at the time of occurrence of the event of force majeure.

## **Article 19 - ASSIGNMENT OF ORDER / SUB-CONTRACTORS**

### **19.1 Assignment and Change of Control:**

The Supplier shall not assign the Contract to any third party, in whole or in part, without the prior written consent of the Purchaser. The Purchaser shall be entitled to assign all or part of the Contract to a company, which is part of the Purchaser's Group, as defined in Article 1, subject to prior written information regarding such assignment being sent to the Supplier.

In the event of the Supplier merging with a company not controlled by the same company as the company controlling the Supplier, or in the event of a contribution in kind to a company which is not controlled by the company controlling the Supplier, or in the event of a change of control, the Supplier shall immediately notify the Purchaser thereof. For the purposes of these Conditions, control shall mean ownership or possession of more than fifty percent (50%) of the shares in the capital giving voting rights or the right to elect a majority of the board of directors of another company. Within thirty (30) calendar days following dispatch of such notification, the Purchaser shall be entitled to cancel the Contract on giving two (2) months' written notice. Any such termination shall be without indemnity to the Supplier but shall not affect any Order in the course of being performed.

Where the Contract is assigned by the Supplier to a third party, all the Purchaser's rights arising from the Contract, including the right to claim damages shall be enforceable against the said third party. Unless expressly stipulated to the contrary, the Supplier shall remain jointly and severally liable to the Purchaser for the full performance of the Contract.

### **19.2 Sub-Contractors:**

Under no circumstances shall the manufacturing of the Supply to be performed in accordance with specifications of the Purchaser and the operations associated with such performance under the Contract be subcontracted or entrusted to another person or company by the Supplier without the prior written consent of the Purchaser and the same shall only be so subcontracted subject to the condition that the Supplier and the said third party both comply with all statutory provisions applicable.

In all cases, the Supplier shall remain solely liable for the proper performance of the entire Contract. The Supplier shall indemnify and hold the Purchaser harmless from and against any and all claims by the Supplier's employees or Sub-Contractors or by the personnel of said Sub-Contractors.

## **Article 20 – TERMINATION**

### **20.1 Termination for non-performance:**

**20.1.1** Either Party shall be entitled to terminate as of right any or all part of the Contract in the event of a breach of an obligation by the other Party that is not remedied within fifteen (15) calendar days after receipt of a written notice to do so. In particular, the Purchaser shall be entitled to terminate the Contract in the event of default or deficiency relating to the quality, characteristics, manufacture or performance of the Supply.

The fifteen (15) day period set out in the paragraph above shall be reduced to seven (7) calendar days where the Purchaser terminates for repeated breaches by the Supplier of one of its obligations.

20.1.2 The Purchaser shall be entitled to terminate all or any part of the Contract as of right and without prior notice:

- in the event of repeated breaches by the Supplier or repeated defaults of the Supply set out in article 20.1.1; or,
- in the event of non-compliance by the Supplier with one or more rules and/or regulations concerning health, hygiene, safety working conditions and/or environment that may be detrimental to persons or property; or,
- in the event of the Supplier failing to meet the conditions set out in articles “5.3 - Compliance with deadlines and delivery times – Incentives”, “6 - Registrations, Approvals, Authorisations”; or “23 Confidentiality; or
- in any other circumstance so provided for in the Contract.

In such case, termination shall be effective immediately upon receipt by the Supplier of the notification of termination.

20.1.3 In the event of termination of all or any part of the Contract by the Purchaser, all payments already made and concerning any undelivered portion of the Supply shall be immediately refunded to the Purchaser.

The right of a Party to terminate all or any part of the Contract is without prejudice to its rights to claim damages against the other Party.

#### **20.2 Termination at the initiative of the Purchaser:**

The Purchaser is entitled to terminate all or any part of the Contract at any time, subject to a thirty (30) calendar days' prior notice sent by registered letter with receipt to the Supplier whereupon the Supplier shall from receipt of such notice immediately cease further performance of such all or any part of the Contract. Termination of the Contract in the aforementioned manner shall have the effect of terminating any Order Form outstanding or solely any Order Form as specified in the termination notice.

Following such termination the Parties shall in good faith agree on a termination fee. Unless otherwise provided in the Contract, such termination fee shall not exceed the reasonable and duly justified costs incurred by the Supplier for the performance of any firm Order Forms which have been affected by such termination.

This termination fee shall be a lump sum in full and final settlement of any claims whether in respect of costs incurred, loss, damages or any other cost suffered by the Supplier as a result of such termination and the Supplier shall waive any right of recourse against the Purchaser.

#### **20.3 Termination in the event of insolvency:**

Unless contrary to any provision of public order, the Purchaser shall be entitled to terminate the Contract as of right without warning and without notice in the event the Supplier has a petition for its winding up presented or advertised, calls a meeting with a view to going into liquidation, or otherwise enters into liquidation or has a petition presented for appointment of any administrator in respect of the Suppliers business.

### **Article 21 - INTELLECTUAL PROPERTY RIGHTS - INFRINGEMENT**

#### **21.1 Intellectual Property rights**

##### **21.1.1 Specific / Bespoke elements:**

The price(s) include(s), without need to make any reference to the same in the Contract, the acquisition of the intellectual property rights pertaining to any specific elements prepared by the Supplier, its personnel or any Subcontractor (if any) and delivered to the Purchaser, including but not limited to plans, studies, model, designs and drawings, user guides, technical documentation, manuals, and documents (hereinafter referred to as the "Specific Elements").

The Supplier shall assign to the Purchaser, and shall procure the assignment by its personnel and/or Subcontractors (if any) of all the exclusive rights to use and exploit such Specific Elements, including the rights of reproduction, representation, translation, adaptation and sale, on all media and for all forms of use and exploitation. This assignment shall be made for the whole duration of the intellectual property rights, for all countries and in all languages.

This assignment of intellectual property rights shall occur as and when such Specific Elements are created.

##### **21.1.2 Standard elements:**

To the extent that the Supply contains standard elements (including but not limited to plans, manuals or brochures, documents, standard software included in or incidental to the Supply) subject to intellectual property rights and handed over by the Supplier to the Purchaser for utilising the Supply, the Supplier grants to the Purchaser, to the entities of the HUTCHINSON Group that may be beneficiaries of the Contract and to the third parties acting on behalf of or for the benefit of the Purchaser and/or any entity of the HUTCHINSON Group that may be beneficiaries of the Contract, a personal and non-exclusive right to use, reproduce, represent, translate and adapt the said standard elements for its own purposes. This right shall be granted without additional cost for the entire duration of the applicable intellectual property right protection, and where permitted by law, in perpetuity, for all countries and for all media. In case of transfer by the Purchaser of the Supply to a third party, the above right to use on standard elements shall be transferable by the Purchaser to such third party without necessitating specific consent to such transfer from the Supplier and without additional cost to the Purchaser.

##### **21.2 Infringement:**

The Supplier declares that all intellectual property rights relating to the Supply are either the exclusive property of the Supplier or subject to a licence granted to the Supplier by a third party holding these rights, under conditions allowing the Purchaser to freely use and/or transfer the Supply. Consequently, the Supplier shall indemnify and hold harmless the Purchaser against any and all claims, costs, damages, expenses or legal action by third parties in connection with any actual or alleged infringement of intellectual property rights in relation to the Supply. If in the opinion of the Purchaser the Supply carries a risk of claim or legal action, the Supplier shall take all steps necessary to ensure that such risk of infringement is eliminated. If an allegation is made that the Purchaser may not use the Supply without infringing a third party's intellectual property right, the Supplier shall, at its own cost and at the sole option of the Purchaser, either replace or modify the Supply in respect of which such allegation is made, in such a way so as to ensure that the infringement of Intellectual Property rights no longer exist and at all times in accordance with its contractual obligations. Such replacement or modification shall be performed within time scales compatible with the requirements of the Purchaser. Failing such replacement or modification, the Supplier shall refund to the Purchaser the price of the Supplies. The above provisions do not affect the Purchaser's right to claim further damages from the Supplier.

### **Article 22 - FUNDAMENTAL PRINCIPLES OF PURCHASING (FPP)**

The Supplier undertakes to acquaint itself and to comply and cause its Subcontractors (if any) to comply with the Fundamental Principles of Purchasing (FPP) set out in the Attachment to the GCITP entitled “Fundamental Principles of Purchasing (FPP)”.

### **Article 23 – CONFIDENTIALITY**

Any document or information provided by the Purchaser to the Supplier in connection with the performance of the Contract, and all elements (including all statements, studies, and other documents) prepared by Supplier for the performance of the Contract shall be treated as strictly confidential by the Supplier.

Furthermore, any document and information the Supplier may acquire in connection with the performance of the Contract (including but not limited to any documents or information concerning the Purchaser's organisation, business activities, or financial results) shall be treated as strictly confidential by the Supplier.

The Supplier shall only be entitled to use the documents, information and/or elements referred to above for the performance of the Contract and shall not disclose the same to any third party or to any staff or agent of the Supplier other than to those who are involved in the performance of the Contract. This paragraph shall not apply to the extent disclosure is mandatory by virtue of any statutory, accounting or regulatory obligations.

The Supplier undertakes to comply with these obligations of non-use and of confidentiality and shall cause that its employees, agents and Sub-Contractors do the same, throughout the duration of the Contract and for a further period of five (5) years after the termination of the Contract.

The Supplier shall however not be liable for the disclosure of information to the extent that such information is already in the public domain or has been legitimately obtained from other sources.

The Supplier shall, at the expiry or termination of the Contract, for whatever reason, return to the Purchaser the information provided by the Purchaser and all data obtained by the Supplier, together with all copies thereof which the Supplier may have at its disposal in connection with the performance of the Contract, or shall, upon written request of the Purchaser, destroy the confidential information and data.

#### **Article 24 - REFERENCE TO THE PURCHASER'S BRANDS AND TRADE NAMES**

The Supplier shall not be entitled to refer to the company names, trademarks and or logos of the Purchaser's Group without the prior written consent of the Purchaser.

#### **Article 25 - APPLICABLE LAW AND JURISDICTION**

By mutual agreement, the Parties shall attempt to amicably resolve any dispute, including by mediation. However, such attempt shall not be a mandatory precondition to initiating proceedings before the court with jurisdiction as defined below.

Unless otherwise specified in the Contract, any dispute relating to the Contract, including its existence, validity and/or termination shall be subject to:

- French law and to the jurisdiction of the *Tribunal de Commerce de Paris* if the delivery of the Supply is to take place in France or outside the European Union;
- the law and to the jurisdiction of the relevant country of delivery, if the delivery is to take place in the European Union (other than France).

The Purchaser and Supplier expressly renounce application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), signed in Vienna on 11 April 1980.

#### **Article 26 - MISCELLANEOUS PROVISIONS**

##### **26.1 Independence of the Parties:**

This Contract has been concluded between independent parties and none of its provisions shall be interpreted as giving the right or mandate to either Party to act on behalf of the other Party nor as implying any association, agency, partnership or society between them.

##### **26.2 Partial invalidity:**

Should any provision of the Contract be or become invalid or unenforceable under any law, regulations or court decision, such provision shall be considered as not written. All other provisions of the Contract shall, however, remain valid.

##### **26.3 Waiver:**

The waiver by either Party of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any further breach of the same or other provisions, nor shall any delay or omission by either Party to exercise any right herein operate as a waiver of any breach or default by such Party.

##### **26.4 Surviving Provisions:**

The provisions of articles 3.2, 13, 15, 21, 23, 24, 25, 26 and any other provision of these GTC which is intended to apply after termination of the Contract shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue and thereafter remain in full force and effect.

##### **26.5 Compensation:**

The Purchaser shall be entitled to set-off any sum owed by the Supplier for whatever reason against any amount owed by the Purchaser to the Supplier in connection with the purchase of the Supply.

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**Attachment : Fundamental Principles of Purchasing (FPP)**

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In accordance with the fundamental principles set out in particular in the United Nations Universal Declaration of Human Rights, the Conventions of the International Labour Organization, the United Nations Global Compact, and the OECD Guidelines for Multinational companies, suppliers are required to comply with - and to make sure that their own suppliers and subcontractors comply with – current laws, as well as principles equivalent to those defined below.

- **Respecting human rights at work:**
  - Ensure that working conditions and remuneration of workers preserve human dignity and are consistent with fundamental principles defined and protected by the Universal Declaration of Human Rights, by the fundamental principles of the International Labour Organization, and in particular with rules relating to the prohibition of forced labour and child labour, workplace safety, the establishment of an employment contract, working time, rest and parental leave, treatment of discrimination and harassment at the workplace, freedom of speech, association and collective bargaining, freedom of thought, conscience and religion;
  - Improve their standards and procedures concerning human rights at work.
- **Protecting health, safety, and security:**
  - Perform risk analysis and assessments in these areas and implement appropriate means to prevent those risks;
  - Establish a system for monitoring events that occurred in these areas.
- **Preserving the environment:**
  - Implement an appropriate environment risk management system, in order to identify and control the environmental impact of activities, products or services, to continuously improve environmental performance, and to implement a systematic approach to define environmental objectives, achieve them and demonstrate that they have been achieved;
  - Undertake the improvements needed for protecting the environment;
  - Limit the impact of industrial activities on the environment.
- **Preventing corruption, conflict of interests, and fighting against fraud:**
  - Fight against fraud;
  - Prevent and ban any form of corruption: active or passive, private or public, direct or indirect;
  - Avoid conflicts of interest, in particular when personal interests may influence professional interests.
- **Respecting the competition law:**
  - Comply with the applicable competition law.
- **Promoting economic and social development:**
  - Create a climate of trust with stakeholders, engaging in a dialogue with local communities, promoting local sustainable development initiatives, and giving local companies the opportunity to develop their business.

Compliance with these laws and principles may be audited.

## **1 – DEFINITIONS**

These General Terms and Conditions for the Performance of Work and Services are hereinafter referred to as the "GTCPWS" or the "Conditions". In these Conditions, the following terms shall have the meanings set out below:

**"Acceptance"**: the acceptance of the Work and Services by the Customer as set out in article 9 and "Accept" shall be construed accordingly.

**"Conformity"**: the conformity of the Work and Services with each and all of the following: - the specifications provided and/or approved by the Customer and/or any expected results set out in the Contract; - the other provisions of the Contract; - the prevailing industry standards; and - any applicable statutory provisions and "Conforming" shall be construed accordingly.

**"Contract"**: the contract governing the relationship between the Contractor and the Customer in respect of the Work and Services including in particular and in descending order of priority the following documents: 1) the Order Form, 2) any specific terms and conditions and their appendices; 3) the GTCPWS, and 4) where applicable, the documents drawn up by the Contractor which the Customer expressly agrees to incorporate into the Contract.

**"Contractor"**: the legal entity or natural person selected by the Customer to perform the Work and Services.

**"Customer"**: any legal entity referred to in the Contract within the HUTCHINSON group

**"Order Form"** or **"Order"**: the paper or electronic form (as part of electronic transactions) with which the Customer orders the Work and Services from the Contractor, which shall include the following as a minimum: a description of the Work and Services, the price(s) payable for the Work and Services, details of the Site at which the Work and Services are to be performed, the periods and deadlines for performance, the Customer's identification details, and the reference number of the Contract.

**"Parties"** or **"Party"**: the Customer and/or the Contractor collectively or individually, as the case may be.

**"Site"**: the location(s) where the Work and Services are performed.

**"Subcontractor"**: any subcontractor or supplier appointed by the Contractor to perform a portion of the Work and Services.

**"Work and Services"**: any and all work and services to be performed by the Contractor and any elements (including but not limited to supplies, fittings, equipment and associated documents) to be delivered by the Contractor pursuant to the Contract.

## **2 - CONTRACTUAL DOCUMENTS**

The Parties agreed that the Contract constitutes the agreement by and between the Parties and in this respect shall prevail and shall override any and all other conditions and provisions contained in the invoices and other documents issued by the Parties, and shall be applicable insofar as no statutory provision stipulates otherwise.

Verbal undertakings and agreements shall be of no force and effect unless they are confirmed by written agreement between the parties. The Customer shall not be liable for any performance by the Supplier pursuant to a request made verbally or to a verbal modification of the Contract. The Supplier may propose duly identified changes or additions to the GTCPWS. Any changes or additions to the GTCPWS proposed by the Supplier shall be expressly conveyed in writing at the same time as its response to the Customer's consultation. If no changes or additions are proposed, the Supplier's response without reservations, or commencing performance or delivering the Supply without reservations by the Supplier, shall be deemed acceptance of the GTCPWS. Any modifications or departures from these Conditions shall only apply if they have been agreed in writing between the Parties and shall only be valid for the applicable Contract. The Supplier shall not rely on any of these modifications or departures for other Work and Services it performs for the Customer pursuant to these Conditions.

The Contract constitutes the entire agreement between the Parties and supersedes and replaces all prior exchanges, undertakings and agreements relating to the Work and Services.

## **3 - ACCEPTANCE OF THE CONTRACT AND ELECTRONIC TRANSACTIONS**

### **3.1 General:**

Each Contract shall be in writing. Performance of the Work and Services is conditional upon the Customer issuing an Order Form in advance of such performance. For the avoidance of doubt, the existence of the Contract does not confer any exclusivity in favour of the Contractor.

The Contractor shall ensure that it acknowledges receipt in writing of the Order Form within seven (7) calendar days from the date on which the Order Form was sent. Should the Contractor fail to acknowledge receipt of the Order Form within such period, the Customer shall have a further period of seven (7) calendar days within which to notify the Contractor of the Customer's decision to cancel the Order Form.

### **3.2 Electronic transactions:**

#### **3.2.1 General principles:**

If the Customer and the Contractor so provide in the specific conditions of the Contract, the Order Form may be issued in whole or in part by electronic means. Should this be the case, the Order Form may be issued either through an electronic marketplace (hereinafter referred to as the "Marketplace") requiring the Parties to contract with the agreed Marketplace provider, or alternatively, through any other agreed electronic means. Further conditions applicable to the use of electronic means for issuing the Order Form shall be set out in the specific conditions.

Should an electronic Order Form be issued this shall not prevent the Customer from subsequently issuing a paper Order Form and furthermore, shall not prevent the Parties from agreeing that subsequent transactions shall be performed in part or whole by alternative means.

These Conditions shall apply to all electronic transactions and the issuing of an electronic Order Form.

#### **3.2.2 Proof of electronic transactions:**

Where an Order Form is issued by electronic means, the Parties are deemed to act in full knowledge of the technical specifications (or, by joining the Marketplace, the Parties are deemed to have accepted its technical specifications) aimed at ensuring the identification, integrity and generally the security of correspondence between them. In particular, the electronic Order Form and subsequent electronic notice of acceptance thereof shall constitute an electronic signature which, as between the Parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order Form and of its acceptance by the Contractor. Unless otherwise provided for in the Contract, the electronic registers stored on the computer systems of the Marketplace's provider or, failing that, on the Customer's computer systems (which shall have adequate security safeguards in place) are agreed to be conclusive evidence of the entire electronic correspondence between the Parties and, as the case may be, of the payments made. In particular, if a time limit is set for a particular action, only the computer dating system of the Marketplace's provider or, failing that, the computer dating system of the Customer shall be valid and relied upon. The Parties expressly waive all rights to question the appropriateness of or to challenge the validity of any contractual undertaking conducted by way of exchange of electronic correspondence where such correspondence is stored in the form set out above.

## **4 - CHANGES TO THE WORK AND SERVICES**

The Customer shall be entitled to request in writing that the Contractor makes changes to the Work and Services as initially described in the Contract. Depending on the nature of the proposed change, the Customer shall first consult the Contractor and obtain its advice about the impacts of requested change.



The Contractor shall inform the Customer as soon as possible (and, in any event, no later than seven (7) calendar days following the Customer's request for changes to the Work and Services) of the following: (i) any effect the changes will have on prior agreed completion dates and/or deadlines for performance and/or on the anticipated date for Acceptance; (ii) any variations to the agreed price(s) for the Work and Services as initially set out in the Contract; and (iii) generally, any other impact on the Contract arising directly from such changes. The Contractor shall only perform the corresponding changes after the Parties have signed a written amendment to the Contract or, at the very least, upon receipt of the Customer's prior written consent to the project estimate, the new periods and/or deadlines for performance and to the corresponding variation in the price(s) for the Work and Services.

#### **5 - REGISTRATIONS, APPROVALS, AUTHORISATIONS**

The Contractor warrants that it and its Subcontractors and suppliers, if any, have all statutory registrations, approvals and authorisations required to perform the Work and Services on the Site including but not limited to all licences, permits and registrations with public authorities and all authorisations and certifications as are required from professional organisations. The Contractor shall deliver to the Customer a copy thereof prior to commencement of the Work and Services.

In the event any or all such licences, permits, registrations, approvals and/or authorisations are withdrawn from the Contractor or from any of its Subcontractors or suppliers or are not renewed, the Contractor shall immediately inform the Customer of the same whereupon the Customer shall be entitled to terminate the Contract in accordance with article 20.1.2.

#### **6 - TERMS AND CONDITIONS SPECIFIC TO THE PERFORMANCE OF THE WORK AND SERVICES**

The Contractor is bound by an obligation to obtain a specific result in respect of and guarantees the following: (i) the Conformity of the Work and Services and (ii) compliance with completion dates and deadlines for performance.

The Contractor shall put in place any necessary internal organisational measures, under its sole responsibility, required to perform the Work and Services.

##### **6.1 Duty to inform:**

The Contractor shall ensure it is aware of all potential external factors and conditions (including but not limited to technical conditions) that may affect its performance of the Work and Services and undertakes to inform the Customer of the same and to advise it and give prior warnings, regardless of the Customer's knowledge or expertise. The Contractor shall warn the Customer in particular of all risks connected with the Work and Services, including but not limited any health, hygiene, safety and environmental risk.

Prior to commencing performance of the Work and Services, the Contractor shall carry out a careful examination of the information provided by or on behalf of the Customer for the performance of the Work and Services, such as but not limited to any plans and specifications. The Contractor shall request from the Customer any documents or information, which is lacking.

The Contractor shall inform the Customer, without delay of any and all irregularities, omissions, contradictions, inconsistencies between the information provided by the Customer and the prevailing industry standards.

Failure to inform the Customer of the same shall preclude the Contractor from any later right of recourse in relation thereto. In the event that the Contractor fails to comply with the above provisions, all consequences (including any costs) arising from or associated with any error in or insufficiency of the information provided by the Customer shall be borne by the Contractor.

##### **6.2 Compliance with the periods and deadlines for performance – Penalties:**

The Contractor shall perform the Work and Services within the time limits and/or periods set out in the Contract. Compliance with the periods and deadlines for performance (including in particular but not limited to the date for Acceptance and/or the date for remedying any reservations arising after Acceptance of the Work and Services and/or, where Acceptance is postponed, the date of putting in Conformity the Work and Services) is a condition of the Contract.

As soon as the Contractor becomes aware that it will not be in a position to comply with periods and deadlines for performance of the Work and Service (including but not limited to the date of Acceptance of the Works and Services), the Contractor shall immediately inform the Customer of the reasons and extent to which it shall not be able to comply and shall propose suitable corrective measures, it being understood that the Customer shall have the right to refuse any measures.

Except in case of force majeure, and without notification, the Purchaser shall be entitled to apply the penalties for delay set forth in the Contract. Where the Contract is silent, the penalties shall be equal to 0.65 % of the total amount of the Contract or the Order, per calendar day late, in a limit of 10 % of the Contract or the Order amount. These penalties shall where relevant have the legal effect of "*astreinte*". The payment by the Contractor of these penalties shall not affect the Customer's right to terminate the Contract in accordance with article 20.1 and to claim damages from the Contractor, in addition to the reimbursement of the price(s) already paid by the Customer for the portion of the Work and Services not performed at the date of termination.

##### **6.3 Equipment, tools:**

The Contractor shall keep, at its own expense and risk, its own equipment and tools in good state of repair and in conformity with applicable laws and regulations.

The Contractor shall repair or replace, at its own expenses, all equipment, fittings and tools provided by the Customer which the Contractor or its employees or Subcontractors has damaged, so as to restore them to their original state.

##### **6.4 Cleaning and clearing of the Site – Packaging material:**

The Contractor shall keep the Site(s) clean and tidy. The Contractor shall, in the appropriate manner and without delay as and when the Work and Services are performed, remove all materials, scaffoldings and temporary structures, debris and other items belonging to the Contractor or for which it is responsible and which are no longer required to continue performance of the Work and Services. All waste produced by the Contractor during performance of the Work and Services shall be removed and disposed of by the Contractor in strict compliance with applicable laws and in accordance with any health, hygiene, safety and environment regulations in force at the Customer's Site(s).

#### **7 - PERSONNEL**

The Contractor shall procure that its Subcontractors, if any, comply with the provisions of articles 7.1 and 7.2 and shall obtain from them the representations and certifications set out in this article 7.3.

##### **7.1 Skill, permanence and management of the Contractor's teams:**

The Contractor shall assign to the performance of the Work and Services teams of personnel who have the experience, skills, qualifications, authorisations and certifications required for the proper performance of the Work and Services. The Contractor shall have responsibility for the management and supervision of such personnel who shall remain under its sole and full hierarchical authority. Any indications or requests regarding the performance of the Work and Services that the Customer may have shall be communicated to the operational representative(s) of the Contractor without this creating or constituting any relation of subordination between said operational representative(s) and the Customer.

**7.2 Presence on the Site and official language at the Site:**

Whenever the Work and Services are performed in whole or in part on a Customer's Site, the Contractor shall ensure that its teams comply with the Site's internal rules and that said teams wear any identification sign as required by the Customer during the whole of their presence on the Site. The Contractor's operational representative(s) shall be responsible for the said teams and he/she together with the Contractor's safety manager who will also be present on the Site shall be fluent in the official language of the Site where the Work and Services are to be performed and shall be able to liaise with the Contractor's teams and ensure compliance with any and all instructions, rules and procedures in force at the Site.

**7.3 Prevention of illegal labour:**

In performing the Work and Services, the Contractor guarantees that its personnel and the personnel of its Subcontractors (if any), involved in the performance of the Work and Services shall be employed and registered in full compliance with the applicable legislation. In the event the Contractor and/or its Subcontractors, intend to use foreign employees for the performance of the Work and Services, the Contractor hereby guarantees that the said employees shall, prior to their attendance on the Site of the Customer and subsequently during any period of attendance at the said Site, have all required authorisations to work in the country of the Site and have at their disposal all necessary work permits and residence permits.

**8 - WORKING CONDITIONS, HEALTH, HYGIENE, SAFETY AND THE ENVIRONMENT**

The Contractor undertakes on its behalf and on behalf of its Subcontractors (if any), to: (i) facilitate the coordination of the performance of the Work and Services with the activities of the Customer and those of third parties who are present on the Site; and (ii) prevent the risks of any bodily injury and damage to property during the performance of the Work and Services.

The Contractor shall comply and ensure that its personnel and the personnel of its Subcontractors (if any), comply with the rules in force on the Site with regard to working conditions, health, hygiene, safety and environment as well as with the applicable legislation in respect of the same. The Contractor shall: (i) ensure that its personnel and the personnel of its Subcontractors (if any), are qualified to use all fittings, equipments and tools required for the performance of the Work and Services; (ii) ensure that no part of the Work and Services is performed by its personnel or by the personnel of its Subcontractors (if any), under the influence of alcohol, drugs or any other illegal substance, and (iii) cease, immediately and at its own expenses, any situation or activity under its control, which is dangerous or harmful to anyone's health, is unhygienic or poses a safety threat to the environment.

In the event of non-compliance with any foregoing obligation, the Customer: (i) may take or cause to be taken immediately and without notice, at the Contractor's expenses, all measures which it deems appropriate if in the Customer's opinion such measures have not been taken or not implemented promptly enough by the Contractor, and (ii) reserves the right to deny the Contractor and/or its Subcontractors (if any), access to or continued presence on the Site.

All consequences arising from the Contractor's non-compliance with any foregoing obligations, including any costs associated with the implementation of the measures taken by the Customer in the event of deficiency or negligence on the part of the Contractor and the denial of access or of continued presence on the Site, shall be borne solely by the Contractor. In the event of non-performance by the Contractor of any of the obligations set out in this article 8, the Customer shall have the right to terminate the Contract in accordance with the provisions of article 20.1.2.

**9 - ACCEPTANCE OF THE WORK AND SERVICES**

Acceptance of the Work and Services shall take place once the Customer has examined the Work and Services to see whether they are in Conformity and only once all elements described in the Contract have been delivered to the Customer. Acceptance of the Work and Services by the Customer (with or without reservation(s)), or the refusal to Accept shall be recorded in a memorandum dated and signed by the Parties (hereinafter the "Memorandum of Acceptance"). The decision of the Customer to Accept shall neither exempt the Contractor from its warranties and liabilities for any defects or for any non-Conformity whatsoever which were not apparent at the time of Acceptance. Acceptance shall take place in accordance with the procedures set out in the Contract, or, should the Contract be silent on such procedures, in accordance with the following:

**9.1 Acceptance without reservation:**

Acceptance without reservation shall be deemed to have occurred once the Customer confirms that the Work and Services are Conforming with the provisions of Contract.

**9.2 Acceptance with reservation(s):**

If the Customer decides to Accept the Work and Services with reservation(s), the Contractor shall remedy the reservations within the period set out in the memorandum of Acceptance and the Contractor shall submit, at the agreed date, the Work and Services for a new examination, it being understood that the penalties for late performance set out in article 6.2 shall apply in the event of non-compliance by the Customer with the date for remediation of the reservations. If the Contractor has not lifted the reservations within the specified period or if Conformity is not achieved at the date agreed for the new examination, the Customer shall have the option either (i) to perform itself or cause to be performed by a third party, at the Contractor's risks and expense, all work required to be undertaken to lift the reservations, five (5) calendar days after formal notice hand-delivered with receipt to the Contractor's representative or sent by registered letter with acknowledgment of receipt, remained unsuccessful (without prejudice to the Customer's right to terminate the Contract in accordance with the provisions of article 19.1) ; or (ii) not to ask the Contractor to remedy all or part of the reservations subject to a reduction in the price(s) payable for the Work and Services.

**9.3 Postponement of the date of Acceptance:**

In the event the Customer identifies that the Work and Services do not Conform during the examination of the Work and Services, and if in the sole opinion the Customer, the Work and Services can be performed in their entirety, and/or that the non-Conformity can be corrected within an acceptable period, then the Customer shall have the right to postpone the date of Acceptance by sending a notice of postponement to the Contractor. Such notice shall include a final deadline for a new examination of the Work and Services. At this final deadline, the Customer may either (i) decide to accept the Work and Services, with or without reservation(s) in accordance with the provisions of articles 9.1 and 9.2; or (ii) refuse to decide to accept the Work and Services in accordance with the provisions of article 9.4. In the event the date of Acceptance is postponed, the penalties for late performance referred to in article 6.2 shall apply with effect from the date of the notice of postponement.

**9.4 Refusal of Acceptance:**

The Customer shall have the right to refuse to accept the Work and Services if the same are not performed in full or if they are not in Conformity. Such refusal will mean that the Contractor has failed to perform the Work and Services. In such circumstances, the Customer shall be entitled to terminate the Contract in accordance with the provisions of article 20.1.

## **10 - TRANSFER OF OWNERSHIP AND OF RISKS**

Ownership of the Work and Services shall transfer to the Customer gradually as and when the Work and Services progress. However, whenever the Work and Services include the manufacture/supply and delivery of any elements, such as equipment or materials (including but not limited to fittings supplies, equipment and associated documents), the transfer of ownership of any such element shall occur at the time of its delivery, except if the whole or part of the payment thereof has been made by the Customer prior to the date of delivery. In such case, the transfer of ownership shall occur in advance as soon as said element can be identified. In such circumstances, the Contractor undertakes to identify and set aside in the name of the Customer, any element as and when the same is manufactured in such a way that such element cannot be confused with the Contractor's own stock or with that of other supplies to be delivered to third parties. The Contractor shall ensure that its Subcontractors (if any), do the same. The Contractor hereby waives the right to rely on any retention of title clause not expressly agreed by the Customer. The Contractor warrants that it shall ensure its Subcontractors and suppliers' chain (if any) do the same. The transfer of risks in the Work and Services and of any element, as referred to above, shall occur in all cases at the date of Acceptance by the Customer in accordance with the provisions of article 9. The Contractor shall thus be liable for any damages and losses affecting or relating to the Work and Services and any element, as referred to above, before their Acceptance.

## **11 – PRICE**

Unless otherwise specified in the Contract, the price(s) stated in the Contract is (are) fixed lump sum(s) and not subject to any revision. The price(s) shall include, but not be limited to all costs incurred by the Contractor for the performance of the Work and Services in accordance with the Contract. The price(s) is (are) exclusive of VAT. The Contractor shall bear all costs relating to customs duties, taxes, fees and levies for which it is liable in connection with the performance of the Work and Services.

## **12 - INVOICING AND PAYMENT TERMS**

Invoices shall be prepared in duplicate by the Contractor, in compliance with applicable statutory provisions and in the name of the Customer. The invoices shall be sent to the address specified in the Order Form and shall quote the Contract and the Order Form reference numbers. The invoices shall be made out in the currency specified in the Contract.

The Customer will only pay invoices if the Work and Services have been performed and have been accepted by the Customer. In such event, the invoice shall, unless otherwise provided for in the Contract, be paid within sixty (60) days net date of invoice.

Payment will be made in the manner provided for in the Contract, namely by bank transfer or, exceptionally, by bankers draft.

Payment of any invoice shall not affect the Customer's right to subsequently dispute in writing any unjustified charge. In the event the Customer justifiably disputes all or part of an invoice or of Work and Services, the obligation to pay the sum in dispute shall be suspended. The Customer shall send a memorandum stating the reasons for its dispute. If agreement is reached on the dispute, the Supplier shall correct the invoice.

## **13 – PERSONAL DATA PROTECTION**

If personal data is processed, the Contractor warrants that it will process such data in compliance with the applicable statutes.

If the Contractor is required to process personal data on behalf of the Customer, it warrants that:

- (i) it will use such data solely to perform the Contract and will act only pursuant to the Customer's instructions;
- (ii) it will implement the appropriate technical and organisational measures to ensure the confidentiality and physical and logical security of the data and, in particular, to prevent that the data be altered or damaged, or that unauthorised third parties obtain access thereto;
- (iii) after having received prior notice, it will agree to audits of the Contractor and/or, if applicable, its subcontractors, conducted at any time and at any location by an in-house or external auditor appointed by the Customer;
- (iv) unless otherwise expressly decided by the Customer, at the expiry of the Contract or in the event the Contract is terminated, it will return all personal data processed on behalf of the Customer, and guarantee return of such data by any subcontractors it may use;
- (v) it will not transfer any data to a country that does not provide adequate protection without the Customer's prior agreement and without having carried out the required formalities or assisting the Customer in carrying out such formalities.

The Contractor shall immediately implement, at its own expense, any changes in the laws concerning personal data protection that may impose stricter obligations.

## **14 – WARRANTIES**

### **14.1 Scope and duration:**

The Contractor warrants the Conformity of the Work and Services after Acceptance, including but not limited to, a warranty that the Work and Services will be free of any defect of whatsoever nature.

Consequently, the Contractor undertakes, for a period of twelve (12) months from the date of Acceptance, to remedy, at its own expenses and risk, as soon as possible and at the latest within any agreed periods, any non-Conformity and any defect affecting the Work and Services after Acceptance. Such expenses shall include, but are not limited to, travel expenses, transport, (spare) parts and labour costs.

In the event the Contractor fails to remedy any non-Conformity, the Customer may, seven (7) calendar days after written notice to the Contractor, perform any remedial work itself or arrange for the same to be performed by a third party, at the Contractor's expenses and risks.

Any re-performance of the whole or part of the Work and Services under the initial warranty shall give rise to a new warranty from the Contractor for a minimum period of twelve (12) months from the date of the Customer's Acceptance of such re-performed part of the Work and Services. In addition to the above, the Contractor shall remain bound by all applicable statutory warranties including the warranty for latent defects.

### **14.2 Spare parts and information systems:**

The Contractor warrants that it shall promptly supply all spare parts required for the Work and Services and/or for the proper operation of any associated elements supplied, for a minimum period of ten (10) years from the date of Acceptance, unless otherwise provided for in the Contract. The applicable price for such spare parts after the contractual or statutory warranty period shall be agreed by the Parties.

In addition to the above, the Contractor warrants that, for the same period, it shall maintain the requisite skills for maintenance of the processors, operating systems and software delivered with any equipment, system or element that form part of the Work and Services.

## **15 – QUALITY**

### **15.1 Audits and/or quality controls:**

The Contractor represents that it has a quality management system in place. Provided the Contractor is given three (3) calendar days' advance notice, the Customer (or its representative) shall be entitled to carry out audits and/or quality controls on the Site and/or in the Contractor's or its Subcontractors' (if any) premises. Such audits and/or quality controls shall not in any way lessen the Contractor's responsibility, in particular with regard to the extent of its own controls, and shall not affect the Customer's right to refuse Acceptance of all or any portion of the Work and Services. The Contractor shall provide to the Customer all assistance necessary for carrying out such audits and/or quality controls.

### **15.2 Traceability:**

In respect of any equipment and tools used by the Contractor and the elements delivered to the Customer in connection with the Work and Services, the Contractor undertakes, upon the Customer's written request, to provide the Customer with: (i) all information necessary to identify the origin, place and date of manufacture of the same, (ii) the results of the controls carried out, (iii) any other relevant information, such as serial or batch numbers.

## **16 - INTELLECTUAL PROPERTY RIGHTS – INFRINGEMENT**

### **16.1 Intellectual property rights:**

#### **16.1.1 Specific/ Bespoke elements:**

The price(s) include(s), without need to make any reference to the same in the Contract, the acquisition of the intellectual property rights pertaining to any specific elements prepared by the Contractor its personnel or its Subcontractors (if any) and delivered to the Customer, including but not limited to plans, studies, models, designs and drawings, user guides, technical documentation, manuals, and documents (hereinafter referred to as the "Specific Elements").

Consequently, the Contractor shall assign to the Customer, and shall procure the assignment by its personnel and its Subcontractors (if any) of all the exclusive rights to use and exploit such Specific Elements, including the rights of reproduction, representation, translation, adaptation and sale, on all media and for all forms of use and exploitation. This assignment shall be made for the whole duration of the intellectual property rights, for all countries and in all languages. This assignment of intellectual property rights shall occur as and when such Specific Elements are created.

#### **16.1.2 Standard elements:**

In case the Work and Services contain standard elements protected by intellectual property rights (including but not limited to standard plans, manuals, documents and software), delivered to the Customer by the Contractor, the Contractor hereby grants the Customer, the legal entities of the Customer's group who can possibly benefit from the Contract and third parties acting on behalf of or for the benefit of the Customer (at no additional cost), a personal and non-exclusive right to use, reproduce, represent, translate and adapt such standard elements for its own needs. This licence shall be granted for the entire duration of the intellectual property rights protection, for all countries and for all media. In case of transfer by the Customer to a third party of any equipment or any material or asset, which embody or uses a standard element, the above Customer's right to use shall be transferred to such third party at no additional cost.

### **16.2 Infringement of intellectual property rights:**

The Contractor guarantees that it and its Subcontractors (if any), is either the owner of all intellectual property rights pertaining to any delivered elements or that it has been granted all necessary licences from third parties owning these intellectual property rights, in order that the Customer can freely use and exploit such elements in accordance with the provisions of articles 16.1.1 and 16.1.2.

The Contractor shall indemnify and hold the Customer harmless against any and all claims, costs, damages, expenses or legal action by third parties arising out of or in connection with any infringement or any other breach of their intellectual property rights. If in the opinion of the Customer or the Contractor the Work and Services carry a risk of claim or legal action, the Contractor shall undertake to take all measures necessary to eliminate such risk of infringement or other breach, shall inform the Customer thereof and shall take into account the Customer's business constraints.

In case an allegation is made that the Customer may not use an element which forms part of the Work and Services without infringing a third party's intellectual property right, the Contractor shall, at its own cost and at the sole option of the Customer, either replace the element in respect of which such allegation is made, or modify such element so that the infringement or any other breach no longer exists, in compliance with the specifications applicable to such element. Such replacements or modifications shall be performed within periods compatible with the Customer's needs. Should the Contractor fail to make such replacements or modifications, the Contractor undertakes to reimburse the Customer for the price of the Work and Services. The above provisions do not affect the Customer's right to claim damages from the Contractor and/or to terminate the Contract in accordance with the provisions of article 20.1.1.

## **17 - LIABILITY / INSURANCES**

### **17.1 Liability:**

Each Party shall be liable for any damage that it, its employees, representatives and Subcontractors, cause to the other Party or to a third party in relation to the Work and Services and/or arising in connection with the performance of the Contract. Such Party shall indemnify and hold the other Party and its insurers harmless against any damage, cost and/or liability that the other Party may suffer in this respect.

### **17.2 Insurances:**

The Contractor shall take out and maintain in force and shall procure that any Subcontractor takes out and maintains in force and effect the following insurance policies, at their own expenses throughout the entire period of performance of the Contract including any extension thereof:

- (i) a "General/Public Liability" insurance policy for a minimum amount of two million five hundred thousand euros (EUR 2,500,000) for all types of damage and per occurrence,
- (ii) a "Product Liability" insurance policy and/or a "Professional Liability" insurance policy for a minimum amount of two million five hundred thousand euros (EUR 2,500,000) per occurrence and per year,
- (iii) a civil or third party automobile liability insurance policy for motor vehicles used in connection with the performance of the Work and Services,
- (iv) an insurance policy covering damages caused to its (their) personnel, when the Contractor and/or the Subcontractors is located in a country in which there is no system of social security insurance;
- (v) in addition, any other insurance policy mandatory in the country of the Site in which the Work and Services are performed.

None of the amounts set out above shall be construed or interpreted as limiting the Contractor's liability in any respect. Prior to commencing performance of the Work and Services and at each insurance policy's renewal required throughout the duration of the Contract, the Contractor shall provide the Customer with the certificate(s) issued by its insurer or by its insurance broker certifying the existence of the above mentioned insurance policies, the insured amounts, the type of coverage and the period of cover of the policy or policies.

## **18 - FORCE MAJEURE**

None of the Parties shall be deemed to be in breach of their contractual obligations to the extent that their non-performance is due to an event of force majeure as recognised by the law and the courts. Force majeure shall only relieve the affected Party from its contractual obligations to the extent and for such period as the said Party is prevented from performing its obligations. Each Party shall bear all its own expenses resulting from the occurrence of a force majeure event. The Party affected by an event of force majeure shall immediately notify the other Party ("the Non-Defaulting Party") of the situation by fax confirmed by registered letter with receipt, and shall provide all necessary documentary evidence of the force majeure event. The Non-Defaulting Party shall have the right to verify the existence of the situation. The Party invoking an event of force majeure shall make every effort to mitigate as far as possible any adverse effect arising from this situation. In all events, strikes which are limited to the personnel of the Contractor or of its Subcontractors shall not relieve the Contractor from its liability for late performance or for any failure to perform and shall therefore not be deemed to be a force majeure event. If the event the situation giving rise to an event of force majeure continues for longer than fifteen (15) consecutive calendar days, the Non-Defaulting Party shall be entitled to terminate the Contract immediately as of right and without compensation. The Contractor shall reimburse to the Customer any amount already paid in advance pursuant to the Contract and not corresponding to the Work and Services already performed or to elements already delivered at the time of occurrence of the force majeure event.

## **19 - ASSIGNMENT / SUBCONTRACTING**

### **19.1 Assignment:**

The Contractor shall not assign the Contract to any third party, in whole or in part, without the prior written consent of the Customer.

The Customer shall be entitled to assign all or part of the Contract to any legal entity of the Customer's group, subject to a prior written notice regarding such assignment being sent to the Contractor.

In the event of a change of Control of the Contractor, the Contractor shall promptly notify the Customer thereof. A change of Control is deemed to include any contribution, assignment, merger or other operation which modifies the Control, whether directly or indirectly, of the Contractor; Control shall mean the ownership, direct or indirect, of the majority of shares giving voting rights of a company or the right to appoint the majority of the members of the board of directors.

Within thirty (30) calendar days following receipt of such notice, the Customer shall have the right to terminate the Contract (with the exception of the Order Form(s) in the course of being performed) without compensation on giving a one (1) month prior notice.

Where the Contract is assigned by the Contractor to a third party, each and every right of the Customer arising by virtue of the Contract, including the right to claim damages, shall be enforceable against said third party. The Contractor shall remain jointly and severally liable with the assignee towards the Customer for the full performance of the Contract.

### **19.2 Subcontracting:**

The Contractor shall not subcontract all of the Work and Services to a Subcontractor or any third party, such as a supplier of services. Should the Contractor wish to assign a portion of the Work and Services, it shall:

(i) in respect of its suppliers, provide the Customer with prior written notice, specifying the type and the origin of the supply and comply with the applicable statutory provisions,

(ii) in respect of its Subcontractors, obtain the Customer's prior written consent and comply with the applicable statutory provisions.

Any request for the Customer's consent shall indicate, amongst other things, the type and the extent of the Work and Services to be subcontracted and the qualifications of the proposed subcontractor. The Contractor shall prohibit its own Subcontractors from subcontracting in turn all or a portion of the Work and Services entrusted to them by the Contractor, except with the consent of the Customer in accordance with the provisions above. In the event the Contractor fails to comply with the statutory obligations in respect of subcontracting, the Customer shall be entitled to immediately suspend any payment due to the Contractor so long as the latter continues to fail to perform such statutory obligations, but without prejudice to the Customer's right to terminate the Contract in accordance with the provisions of article 20.1.2. In any event, any consent given by the Customer to the Contractor to use a subcontractor and/or a supplier shall not relieve the Contractor from its contractual obligations in connection with the subcontracted portion of the Work and Services. The Contractor shall remain solely liable for the proper performance of the whole Work and Services and the Contractor shall indemnify and hold the Customer harmless from and against any and all claims by the Contractor's subcontractors and/or suppliers or by their respective employees.

## **20 - TERMINATION**

### **20.1 Termination for non-performance:**

20.1.1 Either Party shall be entitled to terminate the Contract in the event of a breach of an obligation under the Contract by the other Party but only following the expiry of fifteen days (15) written notice sent by registered letter with acknowledgment of receipt. The Customer shall so be entitled to terminate the Contract in the event of defect or breach or failure relating to the Conformity or to the condition of the performance of the Works and Services.

20.1.2 The Customer shall be entitled to terminate the Contract as of right and without prior written notice: (i) in the event of repeated defects or breaches by the Contractor as set out in Article 20.1.1, or (ii) because of the Contractor's breach(es) of one or more rules concerning health, hygiene, safety, working conditions or environmental protection that may be detrimental to persons or property; or (iii) in the event the consequences of such breaches are irreparable, in particular in the event of non-compliance with article 5 entitled "Registrations, Approvals, Authorisations", article 6.2 entitled "Compliance with the periods and deadlines for performance – Penalties and article 22 entitled "Confidentiality"; or (iv) in any other circumstance so provided for in the Contract. In such cases, termination shall be effective immediately upon receipt by the Supplier of the notice of termination.

20.1.3 In the event of termination of the Contract by the Customer for non-performance, the Contractor shall immediately reimburse the Customer for all payments made by the Customer insofar as such payments exceed the value of the Work and Services decided by the Customer as being in Conformity. Furthermore, the Customer shall be entitled to require the Contractor to bear all possible additional costs necessary for the completion of the Work and Services either by the Customer itself or by any third party.

The right of a Party to terminate the Contract for non-performance is without prejudice to its rights to claim damages against the other Party.

### **20.2 Termination at the initiative of the Customer:**

The Customer shall be entitled to terminate the Contract, at any time on giving thirty (30) calendar days' notice by registered letter with acknowledgment of receipt. In this case and from receipt of such notice, the Contractor shall take all measures necessary to cease as soon as possible the performance of any Work and Services in progress.

In such case the Customer shall pay the Contractor the price(s) payable for any Work and Services completed at the effective date of termination, and shall also pay to the Contractor a termination fee for an amount equal to five percent (5%) of the price(s) of the Work and Services, which will not be performed due to such termination. Such termination fee shall only be payable in respect of those parts of the Work and Services that have been instructed by the Customer under firm Order Forms. This termination fee shall be a lump sum in full and final settlement of any claims whether in respect of costs incurred, loss, damages or any other cost suffered by the Contractor as a result of such termination and the Contractor shall waive any right of recourse against the Customer for any difference.

**20.3 Termination in the event of insolvency:**

Unless contrary to any statutory provision of public policy, the Customer shall be entitled to terminate immediately the Contract, as of right and without formal notice, in the event the Contractor has a petition for its winding up presented or advertised, calls a meeting with a view to going into liquidation, or otherwise enters into liquidation or has a petition presented for the appointment of any administrator in respect of the Contractor's business.

**21 - FUNDAMENTAL PRINCIPLES OF PURCHASING (FPP)**

The Supplier undertakes to acquaint itself and to comply and cause its Subcontractors (if any) to comply with the Fundamental Principles of Purchasing (FPP) set out in the Attachment to the GCITP entitled "Fundamental Principles of Purchasing (FPP)".

**22 – CONFIDENTIALITY**

Any information provided by the Customer to the Contractor in connection with the performance of the Contract and all specific elements created by the Contractor in connection with the performance of the Work and Services shall be treated as strictly confidential by the Contractor. All and any information which the Contractor could be aware of in connection with the performance of the Contract, in particular those concerning the Customer's organisation, activities and results, shall also be treated as strictly confidential by the Contractor. Any such information and/or all specific elements mentioned above shall only be used by the Contractor and by its Subcontractors (if any), for the purposes of the performance of the Contract and in connection with the performance of the Work and Services, and shall not be disclosed to any third party or to any of the Contractor's personnel not assigned to the performance of the Work and Services, except to the extent the disclosure is mandatory by virtue of any statutory obligations or by virtue of any court decision.

The obligation of confidentiality shall not apply to information provided by the Customer which is already in the public domain without breach by the Contractor of the obligations set out in this article 22 and/or which have been lawfully obtained by the Contractor from any third party having the right to disclose such information. The Contractor undertakes to comply, and to procure its personnel and any Subcontractors comply with this obligation of confidentiality throughout the entire duration of the Contract and for a period of five (5) years following the termination of the Contract for whatever reason. The Contractor shall, at the expiry or termination of the Contract, for whatever reason, return to the Customer the information provided by the Customer and all data obtained by the Contractor, together with all copies thereof which the Contractor may have at its disposal in connection with the performance of the Contract, or shall, upon written request of the Customer, destroy the confidential information and data.

**23 - REFERENCE TO THE CUSTOMER'S TRADEMARKS AND BUSINESS NAMES**

The Contractor shall not be entitled to use or make reference to the business names, trademarks or logos of the Customer or of the Customer's group, without the prior written consent of the Customer.

**24 - APPLICABLE LAW – JURISDICTION**

By mutual agreement, the Parties shall attempt to amicably resolve any dispute, including by mediation. However, such attempt shall not be a mandatory precondition to initiating proceedings before the court with jurisdiction as defined below.

Unless otherwise specified in the Contract, the Contract shall be:

- Governed by French law and any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Paris (France) Commercial Court if the Customer's site which is the destination of the Work and Services is located in France or outside the European Union;
- Governed by the laws of the country in which the Customer's site which is the destination of the Work and Services is located within the European Union (other than France) and any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the relevant courts of such country.

**25 - MISCELLANEOUS PROVISIONS****25.1 Independence of the Parties:**

The Contract has been concluded between independent parties. None of its provisions shall be interpreted as giving the right or mandate to either Party to act on behalf of the other Party nor as implying any association, agency, partnership or society between them, or as creating a joint and several liability between them.

**25.2 Partial invalidity:**

Should any provision of the Contract be or become invalid or unenforceable under any law, regulations or court decision, such provision shall be considered as not written. All other provisions of the Contract shall, however, remain valid.

**25.3 Waiver:**

The waiver by either Party of a breach of any of the provision of the Contract shall not be construed as a waiver of any further breach of the same or other provisions, nor shall any delay or omission by either Party to exercise any right herein operate as a waiver of any breach by such Party.

**25.4 Surviving provisions:**

The provisions of articles 3.2.2, 10, 14, 15, 16, 17, 22, 23, 24, 25 and any other provision of these Conditions which is intended to apply after termination of the Contract shall survive the termination of the Contract for whatever reason and shall continue notwithstanding such termination and thereafter remain in full force and effect.

**26.5 – Compensation:**

The Customer shall be entitled to set-off any sum owed by the Contractor for whatever reason against any amount owed by the Customer to the Contractor in connection with the execution of the Work and Services.

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**Attachment : Fundamental Principles of Purchasing (FPP)**

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In accordance with the fundamental principles set out in particular in the United Nations Universal Declaration of Human Rights, the Conventions of the International Labour Organization, the United Nations Global Compact, and the OECD Guidelines for Multinational companies, suppliers are required to comply with - and to make sure that their own suppliers and subcontractors comply with – current laws, as well as principles equivalent to those defined below.

- **Respecting human rights at work:**
  - Ensure that working conditions and remuneration of workers preserve human dignity and are consistent with fundamental principles defined and protected by the Universal Declaration of Human Rights, by the fundamental principles of the International Labour Organization, and in particular with rules relating to the prohibition of forced labour and child labour, workplace safety, the establishment of an employment contract, working time, rest and parental leave, treatment of discrimination and harassment at the workplace, freedom of speech, association and collective bargaining, freedom of thought, conscience and religion;
  - Improve their standards and procedures concerning human rights at work.
  
- **Protecting health, safety, and security:**
  - Perform risk analysis and assessments in these areas and implement appropriate means to prevent those risks;
  - Establish a system for monitoring events that occurred in these areas.
  
- **Preserving the environment:**
  - Implement an appropriate environment risk management system, in order to identify and control the environmental impact of activities, products or services, to continuously improve environmental performance, and to implement a systematic approach to define environmental objectives, achieve them and demonstrate that they have been achieved;
  - Undertake the improvements needed for protecting the environment;
  - Limit the impact of industrial activities on the environment.
  
- **Preventing corruption, conflict of interests, and fighting against fraud:**
  - Fight against fraud;
  - Prevent and ban any form of corruption: active or passive, private or public, direct or indirect;
  - Avoid conflicts of interest, in particular when personal interests may influence professional interests.
  
- **Respecting the competition law:**
  - Comply with the applicable competition law.
  
- **Promoting economic and social development:**
  - Create a climate of trust with stakeholders, engaging in a dialogue with local communities, promoting local sustainable development initiatives, and giving local companies the opportunity to develop their business.

Compliance with these laws and principles may be audited.