

1 GENERAL – SCOPE OF WORK

"Expleo" shall mean the Expleo entity named in the Order which is buying the Products. "Supplier" means the company who is named in the Order.

These Global General Terms and Conditions of Purchase ("Terms") shall be incorporated as part of and shall apply to any Order. The special conditions of the Order shall prevail over these Terms. Supplier's general terms and conditions of business shall not be or become part of these Terms. Any reference in the Order to any bid, quotation, proposal, or offer of sale is deemed to be limited to the description of the Product(s) and shall not affect or modify these Terms.

For the purpose of these Terms, the below terms shall have the following meaning: (i) "Customer" means Expleo's customer; (ii) "Order" means all purchases of Products under any purchase order from Expleo to Supplier; (iii) "Product(s)" means any good and/or performance of services; (iv) "Force majeure" means any unpredictable, irresistible and exterior to the Parties event. Strikes, legal redress procedure or judicial administration shall not constitute events of Force Majeure; (v) "Days" means a calendar day.

2 ISSUANCE, ACCEPTANCE AND MODIFICATIONS OF THE ORDERS

21 **Issuance.** Expleo can issue an Order in written by all means at its disposal, such as, but not limited to, the Internet or post. It is understood that the issuance of the Order does not grant any exclusivity to the Supplier.

22 **Acceptance.** Supplier's acceptance of the Order shall occur upon the earlier of (a) Supplier's acknowledgement of the Order, or (b) Supplier's commencement of manufacturing or shipment or performance of Products under the Order. The acceptance of any Order shall imply from the Supplier (i) the acceptance of these Terms, (ii) the conformity to the laws and regulations in force. Upon acceptance, the Order constitutes the entire agreement of Expleo and Supplier regarding its subject matter. The Supplier shall transmit the acknowledgement of the Order or return it signed within 5 Days from its reception.

23 **Modifications.** Any modification of the Order shall be subject to an amendment which acceptance without reservation by the Supplier is acquired as stated above.

3 CHANGES AND DEROGATIONS OF THE PRODUCTS

31 **Changes.** Each Party can submit proposals of change of the Products to the other Party. The changes directly consecutive to (i) a lack of conformity of the Supplier to the requirements of the Order or to the input data applicable, (ii) a change in the national and international laws, regulations and standards, or (iii) to obsolescence, shall be the object of a derogation request and be borne by the Supplier. Other changes shall be quoted by the Supplier and agreed upon by both Parties. Any change proposal shall be addressed to Expleo and be technically justified. Expleo shall be free to accept or refuse the above-mentioned change proposal. The Supplier commits to apply exclusively the changes agreed upon by Expleo. Any other change cannot be applied without Expleo's prior written instruction. Any additional costs related to the changes shall be justified and submitted to the prior approval of Expleo. The Parties agree that evolutions such as, but not limited to, updates of designs, technical control specifications, adjustments of production process, shall not be considered as changes.

32 **Derogations.** Any request for derogation from the Supplier addressed to Expleo during the performance of the Order shall be justified and notified in writing as soon as possible. In case Expleo accepts such derogation, the price may be renegotiated, and the Supplier shall bear any consequence (financial, material and technical) generated by such a derogation. A lack of agreement on the price shall not impact the delivery term of the Products.

4 DELIVERY TERMS

41 **Terms.** The respect by the Supplier of the delivery terms specified in the Order constitutes an essential condition of such Order. The delivery terms specified in the Order establish the date of delivery at the place designated in the Order. The execution times established in the Order are understood to be by order line, with the Product provided to the delivery address(es) indicated in the Order and run starting from the date of the Order acknowledgement. All execution time limits and all deadlines defined in the Order are understood to be firm, mandatory time limits and deadlines. The Supplier commits to inform Expleo immediately of any event likely to lead to a late delivery and to propose a corrective action plan to reduce a possible delay. However, it is agreed that Expleo shall be entitled, at its sole discretion, to use Article 4.4 below.

42 **Delays.** Delays in the performance of the Order shall not be acceptable, except in case of Force Majeure. Any case of Force Majeure shall be notified to Expleo within maximum 3 Days from its discovery. In any circumstance, the Supplier shall provide its best efforts to limit the prejudicial consequences related to a Force Majeure case. If the Force Majeure event lasts longer than thirty (30) Days, the Party that has an interest in doing so shall inform the other Party of the cancellation of the Order. In such a case, only the price of the Supplies effectively delivered or the parts of the Order executed before the start of the force majeure event will be owed by Expleo. All surplus monies paid in the form of advances by Expleo will be repaid to it by the Supplier within thirty (30) Days of the receipt of the notification of cancellation for Force Majeure.

43 At Expleo's request, Supplier shall assist it in the processing of its claims with the Customer or with third parties. Under penalty of debarment, to be reported in writing to Expleo, within a maximum of five (5) days starting from their observance, all facts, omissions, or inadequacies that may justify a change to the Order and/or a deadline extension. As long as the event is not due to an error or breach by Expleo and/or by mutual agreement, the Supplier will be responsible for the loss suffered by Expleo. The Supplier will assign, for the completion of the Product, employees who are competent and experienced in the Product. Regardless of the place where the Product is completed, the Supplier will retain the management and control over its employees and will remain responsible for said persons, even if they are obligated to comply with the internal rules and working schedules in effect at the Expleo or Customer site, work in conjunction with Expleo's or Customer's employees, receive their comments or technical directives.

44 **Penalties.** Any delay shall be automatically subject without any specific formalities to late penalties of 0.07% of the Order amount per each day of delay, excluding tax, capped at eight percent (8%) of the Order amount, and without prejudice to any possible damages and interest payable to compensate the direct harm suffered by Expleo. If Expleo does not invoice or deduct penalties, this may in no case be interpreted as a waiver of the benefit of the penalties. Furthermore, in the event of a delivery delay, Expleo may request that the Supplier, who agrees to do so by these Terms, deliver the Product by express delivery at Supplier's costs, to any new address indicated to them in writing. If the amount of the penalties indicated above exceeds ten percent (10%) of the pre-tax amount of the Order line, Expleo may, at its choice, automatically and by complying with a reasonable notice period, declare the termination or cancellation of the Order, without prejudice: (i) to any compensation that Expleo may claim of the Supplier under the Order and/or based on common law, and/or (ii) to Expleo's right to place an Order with a third party, at Supplier's costs and risk. The latter shall pay all additional outlays consecutive to the non-performance of the Order within its deadlines. Notwithstanding the application of these penalties, Expleo is rightfully entitled to demand the reparation of the whole prejudice suffered because of the delay and to demand additional penalties.

5 PACKAGING, DELIVERY AND ACCEPTANCE

51 The Supplier shall successfully complete the execution of the Product within the time limits

agreed upon and in compliance with the provisions of the Order in terms of quantity, quality, deadline, performance under a results obligation, and generally guarantees that the Product meets the use and requirements for which they are intended.

52 The Product shall be packaged in a protection sufficient to avoid any deterioration during the transport. The fees and risks of warehousing, packaging, transport, including customs, handling, crating, uncrating, insurance, and generally all consequences resulting from delivery will be borne by the Supplier, who undertakes to pay the same.

53 The delivery shall conform to the INCOTERM 2020 defined in the Order. Unless otherwise provided in the Order, the Supplier shall make the delivery DDP (Delivered Duty Paid) at the place indicated in the Order. Any delivery shall be made during business hours and to the place(s) designated in the Order. The Supplier commits to deliver the Products with all the documentation required by the regulations in force or by Expleo, including without limitation the documentation necessary to its good use, its storage, and its maintenance as well as one delivery sheet, mentioning the reference number of the Order, the chapter's reference, the complete designation and the quantities, object of the delivery, as well as the destination. This sheet shall be at minimum accompanied with a declaration of conformity of the Product, if applicable, duly stamped by authorized staff of the Supplier, in line with the applicable law.

54 The delivery sheet given to the carrier by Expleo shall not in no case be worth as an acceptance of the delivered Product. The Product shall be inspected and approved by Expleo within a reasonable period. If the Product are not in any way compliant with the provisions of the Order and/or current standards in force, Expleo can, at its sole discretion, and without prejudice to any request of liquidated damages, either (i) refuse the non-conform Product and demand the Supplier to carry out, at Supplier's own costs the repair, correction, replacement of the Product, or (ii) cancel in whole or part the Order, and demand the reimbursement of the paid amounts or costs, as well as all resulting fees and losses incurred, without prejudice to Expleo's other rights. In case of a refusal of the Product, Expleo (i) shall be entitled to retain the aforementioned non-conform Product until the complete reimbursement of the amounts owed by the Supplier and (ii) shall be free to invoice at the charge of the Supplier the administrative costs incurred by the treatment of the recorded non-conformities. The penalties and the guarantee shall take in account the date of the delivery of the replacing Product. The delivery will then become effective after the replacement or repair as referred to above and in any event on the day Expleo accepts the delivery without reserves. Expleo may not be held liable for any late payment caused by a delivery sheet that is not provided, insufficiently accurate or detailed, or illegible, or if the contractual documents provided for in the Order are not supplied.

55 Expleo shall be entitled to refuse any insufficient or excess delivery of Product. The eventual return of any Product (such as, but not limited to, Products in excess or non-conform) shall be on Supplier's costs and risks.

56 Any Product rejected by Expleo shall be taken back by the Supplier, at its own costs and risk, within eight (8) Days following the rejection date. After this deadline, Expleo reserves the right, at its choice, either (i) to cancel the Order at the Supplier's sole fault, without prejudice to all other claims, or (ii) after notice sent by registered letter with acknowledgement of receipt receives no response in over ten (10) Days, having the Product executed by another company, payable by the Supplier without the latter being able to object. The corresponding costs and outlays will be billed to the Supplier and/or deducted from the monies owed to it by Expleo.

57 It is hereby specified that in the event of a failure, omission, or inadequacy in the execution of the Order, Expleo will suspend the payments following a written notice sent justifying its decision, without any judicial intervention being necessary.

58 If the Order allows for intermediate phases accompanied by payments, the Supplier may claim said payments once the Product corresponding to said phases have been verified and have been the subject of an acceptance report without reserves by Expleo.

59 Expleo reserves the right to use early deliveries and not to pay for them until the date provided for contractually in the Order. Expleo reserves the right not to pay until the full delivery date in the event of missing quantities.

510 In no case may the packaging be deposited without the prior written consent of Expleo. In the event of an agreement, the deposit shall be restated very clearly on the delivery sheet and on the corresponding invoice. The dates and deadlines specified in the Order for the provision of the Product may be postponed by Expleo by up to six (6) months maximum, if Expleo's envisaged requirement for such Products is delayed. Expleo must inform the Supplier in good time of the circumstances compelling the change in delivery and completion dates. The Supplier shall be obliged to provide the Product on the new delivery or performance dates as amended within the aforementioned time frame. If Expleo decides to postpone the shipping or pick-up dates for the Product, the Product shall be retained by the Supplier at its own risk notwithstanding any provisions to the contrary, under proper material storage conditions and insurance for protecting the Product against any damage.

511 The delivery of each Product is understood to be the simultaneous delivery of all accessories or tools enabling the satisfaction and conformity of the Order, particularly including documentation, software, source codes and/or the associated wiring, assistance with getting started, integration, tests, and/or maintenance of the Product.

6 TECHNICAL DEFECT OF THE SUPPLIER

61 The Supplier shall, within 24 hours from its discovery, keep Expleo informed of any defect or incident associated with the Product which could have repercussions on the Product or its supply.

62 In case the Supplier could not fulfil the technical requirements of the Order, Expleo should either (i) involve, on Supplier's costs, a third party which shall be in charge in place of the Supplier of the facilitation of the performance of the Order; or (ii) terminate the Order. In any case, Expleo retains the right to require the reimbursement of the amounts already paid to the Supplier and to claim for the aggregate amount corresponding to the whole suffered prejudice.

7 QUALITY MANAGEMENT

71 **General.** The Supplier shall ensure a suitable quality assurance and control system and shall comply with any individual quality specifications stated in the Order. The fact that Expleo operates a quality assurance and receiving inspection system of its own, shall not exempt the Supplier from his contractual obligations. The Supplier shall demonstrate that he has means and organization allowing it to comply in a satisfactory manner to the technical, commercial, logistical, security and quality requirements.

72 **Changes.** The Supplier shall immediately inform Expleo of any important change concerning (i) its legal situation/structure or any change in the control of its share capital, (ii) its organization, (iii) its places of work or means, (iv) its scope of activity and (v) its certificates and authorizations. If Expleo estimates, at its sole discretion, that (i) this change can by itself compromise the performance of the obligations of the Supplier in title of the Order, or that (ii) the commercial position of Expleo is threatened because of this change, or that (iii) this change creates a potential or recognized conflict of interest with Expleo, the latter is fully entitled to terminate the Order. In case of change, the Parties could consider the whole transfer of the services completed by the Supplier to Expleo without any financial counterpart. The term "services" hereinafter means the specific know-how acquired by the Supplier during the manufacturing of the Product. The Supplier shall facilitate this transfer by training Expleo's, Customer's staff or third party's staff designated by Expleo. The transfer of the services shall be done without any other counterpart than

the payment of the hours necessary to the transfer on the basis of a quotation agreed upon by both Parties. The Supplier commits to notify Expleo all difficulties related to the respect of the quality clauses and all significant changes of the production and control process. These changes shall not degrade the quality level of the Product. Non-compliance with this clause may result, if Expleo sees fit, in the cancellation of the Order and the activation of the Supplier's liability.

- 73 **Execution Monitoring.** Subject to the additional provisions that may be contained in the Order, Expleo, Customer and/or the competent authorities have the option, after first informing the Supplier within a reasonable time period, to conduct the inspections and tests that Expleo deems necessary for the execution of the Order, at the Supplier's premises and during normal business hours. The inspections and tests during the execution of the Order shall not imply the acceptance of the Product, even partially. They may neither diminish the Supplier's liability, particularly with regard to the scope of their own controls and their obligation to deliver the Product in compliance with the Order, nor exclude a subsequent rejection of the Product, not to mention that these inspections and tests may not mitigate the Supplier's obligations and liability under the guarantee, nor transfer the risks and liabilities to Expleo.
- 74 **Conformity.** Expleo is fully entitled to proceed with the qualification of the Supplier's Product. The Supplier guarantees the conformity of the Product and commits to respect Expleo's requirements specified in the Order. The Supplier is responsible for the checking and the certification of the conformity of the Product to its applicable conditions. The Supplier shall stamp the mark of its controls upon the attached Product documentation and/or on the studies.
- 75 **Control.** The monitoring eventually applied by the administrations and/or Expleo shall not hold the Supplier harmless from its liability. The Supplier shall apply a quality management to guarantee the safety of its Products. The Supplier shall send copies of its regulation certifications and/or proofs of certification. On request from Expleo, Supplier commits to give access to Expleo's representatives, its direction and its Customers. The latter shall be entitled to audit Supplier or its subcontractors. During these audits, the Supplier shall put at disposal all the technical documentation, the processes, the plans, the technical drawings, the tools, including the computer files needed to the performance of the Order that makes the scope of the audit. In case of non-conformity, the costs incurred for the audit shall be borne by the Supplier.
- 76 Any non-compliance observed by Expleo following such audits, inspections and tests will result in a written notification sent to the Supplier, who is then obligated to remedy the non-compliance at its expense and by the agreed upon deadline (otherwise, within a time limit not to exceed eight (8) Days).
- 77 **Social Provisions.** When the Supplier executes the Order on behalf of Expleo, they shall perform them using lawfully employed staff, particularly in respect of the provisions of the Labour Code regarding the lawful employment of foreign labour, concealed work, hiring and employment formalities, employees temporarily posted by a company not established in Expleo's country, pay packets and any legal provisions regarding the employment of a foreign employee. Supplier also agrees to comply with the requirement to provide Expleo with the named list of foreign employees assigned to the execution of the Order and subject to the work authorisation provided for by applicable law.
- 78 In accordance with the applicable law, when an Order is placed regarding the provision of services amounting in total at least 5,000 euros excluding taxes (or another amount, as the case may be according with the applicable law), the Supplier hereby agrees to provide Expleo, prior to the start of the service that is the subject of the Order, and every six (6) months thereafter until the end of its performance, all of the documents referred to in applicable law, as the case may be.
- 79 Therefore, the Supplier established/domiciled within a territory where the applicable law requests such, shall provide Expleo, imperatively, and before the start of the service that is the subject of the Order, the certificate mentioned in by the Social Security Code or similar legislation, stating that Social Security declarations and contributions have been made. The Supplier established/domiciled and/or posting staff within a territory where the applicable law requests such, hereby agrees to provide Expleo, before the start of the posting, in accordance with the applicable law, a copy of the declaration of posting sent to the territorial unit of regional department for companies, competition, consumption, labour, and employment, in accordance with the provisions of applicable law; a copy of the document designating the Supplier's representative assigned as the point of contact with the authorities in charge of the fight against unlawful labour throughout the posting period in such territory; as well as one copy of the A1 certificate per employee posted (or a similar certificate for employees outside the European Union), in accordance with the applicable law.
- 7.10 When the Supplier performs all or part of its services that are the subject of an Order at one of the Expleo and/or Customer sites, they agree to assume all of their obligations under the provisions of the applicable law, particularly to provide Expleo with all information of any other sort required to the joint drafting of the prevention plan or safety protocol. The Supplier hereby agrees to inform Expleo, throughout the execution of the Order, with any new appropriate measures requiring a modification to the prevention plan or safety protocol. For any service at an Expleo and/or Customer site, the Supplier hereby agrees to comply with and have its staff comply with all measures defined in the prevention plan or safety protocol, the health and safety rules contained in the internal rules for the sites concerned, as well as all health and safety roles specific to its business. They also agree to implement all means likely to prevent risks and protect the safety of their staff and of any person present at the site.
- 7.11 The Supplier hereby agrees to give Expleo, upon the first request, a document containing a list of the staff made available according to the applicable law and performing the services that are the subject of the Order at Expleo sites, as well as the time spent by each staff member, so that Expleo is able to comply with the legislation on union elections.
- 7.12 **Sustainable development.** The Product shall be in conformity to the norms and regulations in force related to hygiene, security, accident prevention, other health and safety regulations, as well as safety engineering regulations and environment, in particular concerning dangerous goods (RoHS, REACH, etc.), scraping (packaging, electric scraping recycling, etc.), electric protection, electromagnetic/ionic/optical radiation. Supplier shall notify Expleo of any special, not generally known handling and disposal arrangements that may be required in connection with the Product. The Supplier commits to inform Expleo of any non-conformity to the aforementioned norms and regulations. The Supplier fully assumes any violation by it or its subcontractors of safety, health, environment and any of the aforementioned/applicable norms and regulations, both with regard to Expleo and to third parties.
- 7.13 The Supplier hereby agrees to (i) take all special safety precautions required due to the nature of the Product that it is providing and the hazards that they involve, and (ii) take all mutual safety precautions made necessary by the simultaneous presence at the same place, or in close proximity, of other companies. For certain Product involving special medical monitoring, the Supplier shall have conducted the visits and checks recommended by the current regulations in force.
- 7.14 Supplier's staff shall have the technical, normative, and administrative authorisations necessary, for the full completion of the Product and provide proof of this at Expleo's first request. They may approach Expleo for any intervention on the subject, in particular for interventions to be carried out in protected installations, facilities, and sites. The Supplier will ensure to having the means and authorisations necessary to access the site(s) where the Product will be completed when this occurs outside their own facilities, and therefore waives invoking any breach attributable to an inability to access the site(s) except in the case of a Force Majeure event.

8 **GUARANTEES AND WARRANTIES**

8.1 **Economic guarantee.** The Supplier remains in complete control over its own commercial

policies and recognizes that he is fully free and responsible for the expanding of its clientele. As a result, the Supplier guarantees Expleo that it shall not let a situation of economic dependence establish because of the performance of the Order.

- 82 **Legal and conformity guarantee.** The Supplier guarantees in particular (i) that the Product is conform with any applicable statutory/official provisions, to standard practice and to state of the art, at the time of contract performance, even if this standard has not yet been incorporated in the engineering standards and specifications applicable to the services/deliveries of the Supplier at the place of performance, (ii) the Product against any vice or defect, whether it results from a design, production, material or workmanship defect, (iii) that the Product conforms to the technical specifications defined in the Order, to the characteristics promises, and to the specifications, plans and models prescribed, and (iv) that the Product is in accordance with the use which Expleo destines it.
- 83 **Commercial guarantee.** The Supplier guarantees that the delivered Products are free of any right and that they shall remain free from defects in quality and in title. The duration of the commercial guarantee shall be those specified in the Order or, failing that, it shall be 2 years from the acceptance of the Products. In the event of a resale, the period of limitation for claims due to defects in quality shall be 2 years from the date on which risk is transferred to Customer, but it shall in any event end no later than 36 months from the date on which risk is transferred from the Supplier to Expleo. Where statutory provisions stipulate longer limitation periods (e.g. for buildings or objects that go into buildings) such periods shall apply.
- 84 In title of this guarantee, the Supplier shall, at Expleo's sole discretion, (i) replace immediately the deficient Product, or make it proper to its provided use, without incurring any cost for Expleo, or (ii) reimburse Expleo, or (iii) involve, on Supplier's costs, a third party which shall be in charge in place of the Supplier of the performance of the Order. The Supplier commits to indemnify Expleo for the prejudice suffered by it or its Customers resulting from the unavailability of the Product.
- 85 Defects shall be deemed to have been notified in good time if they are submitted to the Supplier within two weeks of the date on which the defect in quality is detected. The date the notification is sent to the Supplier shall be decisive in determining whether the complaint has been filed within the period of time allowed.
- 86 In the event of defects in quality or defects in title, Expleo shall be entitled to full statutory claims and rights. In particular, the Supplier shall bear all costs associated with the discovery and rectification of the defect(s), including those incurred by Expleo, especially the costs of investigations, costs incurred up to the time the defect was discovered at Expleo, transportation and other costs connected with the return of the defective items and the supply of non-defective items. This shall also apply where such expenses increase as a result of the consignment being taken to a place other than the place of performance.
- 87 In the event of delay, failure or refusal by the Supplier to provide subsequent performance (rectification or supply of replacement) then, without prejudice to its statutory entitlements, Expleo shall also be entitled to obtain substitute performance and charge the costs on to the Supplier. Expleo shall be entitled to consider that rectification has failed if the first attempt to rectify the matter is unsuccessful. Irrespective thereof, after having notified the Supplier, Expleo shall in urgent cases be entitled to obtain substitute performance and the Supplier shall reimburse Expleo with any costs saved by him as a result.
- 88 Unless the applicable law provides for a longer period, the period of warranty for deliverables or services rectified or replaced by the Supplier shall be 12 months from the time of rectification/replacement; however, the period shall in no event end prior to expiry of the period of limitation agreed or applicable for the original delivery/service.

9 **INVOICING AND PAYMENT**

- 91 Prices. Unless otherwise stipulated in the Order, the prices of the Order are firm and final. They cover the whole performance of the Order, including any Product/Result related to intellectual property assignment.
- 92 Compensation. The amount of all penalties and damages invoiced by Expleo can be compensated with the payment of any amount due or remaining to duty to the Supplier.
- 93 Invoicing. The invoice related to each delivery shall be addressed either to Expleo's accounting email address or establishment, as designated in the Order. Each invoice shall concern one sole Order and mention its reference number, its designation, the chapter's reference, the reference numbers, the dates of the delivery slips which the invoice relates to, as well as the quantity and weight of the consignment, as well as the VAT identification number for intra-community transactions within the European Union.
- 94 The Supplier will not receive instalments except according to the payment schedule defined in the Order. If the Order provides for the payment of instalments upon the total or partial execution of lots, phases, or sections, Supplier, when they are submitting an instalment request, shall provide Expleo with supporting documentation regarding the effective execution of the lots, phases, or sections, and their state of progress. This request includes, for each lot, phase, or section executed, the corresponding amount, with the instalment request being supported by the deliverable of the lot, phase, or section, provided by the Order, or where applicable, by the acceptance report for that deliverable by Expleo.
- 95 In the event of a difference between the quantities billed and the quantities accepted, Expleo may issue a credit memo request or a debit note. Nevertheless, Expleo reserves the right to suspend or withhold any payment until the full execution of the Order. The Supplier is not authorised to withhold or suspend all or part of the Product, even in the event of a dispute or delay in the payment of Supplier's invoices by Expleo. When the Order so provides, a holdback totalling at least five percent (5%) of the total amount of the Order excluding taxes may be withheld by Expleo during the guarantee period provided for herein.
- 96 **Payment.** All invoices issued by the Supplier will be paid on their due date, subject to (a) the observance of the progress of the Order in accordance with the execution timetable and (b) the proper receipt of the Product provided for in the Order. Unless provided otherwise in the Order and on the express condition that the corresponding Product have been executed, delivered, and accepted under the conditions defined in the Order, the payment period of the invoices shall be 60 Days date of emission of the invoice. By exception, (i) the invoices concerning the carriages shall be due within 30 Days date of emission and (ii) the summary invoices shall be due within 45 Days date of invoice emission. By default, the Supplier can invoice from the date of delivery. Any invoices covering partial quantities and/or partial services delivered in advance shall not be payable before the last item delivered as per the delivery schedule becomes due for payment, subject to complete, defect-free performance of all deliveries and/or services. No payment will be made if the Supplier has not provided the documents referred to in the Order or as required by law.
- 97 **Late penalties.** Each late payment shall be rightfully followed by the application of a late penalty, payable from the Day following the date of payment indicated on the invoice, calculated in line with applicable law, capped at 3 times the legal interest rate and an indemnity for recovery costs of 40 euros.
- 98 **Reductions. Discounts. Rebates.** The reductions, discounts, and rebates granted by the Supplier, particularly quantitative, will be fully applicable to companies of the Expleo Group. For the calculation of such reductions, discounts, and rebates, the cumulative quantitative and qualitative data for all companies of the Expleo Group will be taken into account.

10 **LIABILITY AND INSURANCE**

- 10.1 **General liability.** Supplier shall be liable for all damages caused to Expleo, its staff, its general suppliers and subcontractors, by Supplier or its staff, subcontractors, suppliers or agents, pursuant to the respective provisions of applicable statutory law..
- 10.2 **Third party liability.** Supplier hereby vouches for and warrants Expleo against any actions commenced by third parties or Customer in respect of the Products. Supplier shall assume

all direct or indirect pecuniary consequences of its incurred civil liability because physical, material or immaterial damages caused to third parties during the performance of the Order and of the order indented in its application.

103 **Insurance.** The Supplier shall have at its disposal the insurance policies necessary and sufficient to cover the risks and liabilities incumbent upon it, including employer, professional and Product liability insurance, and the tools put at its disposal for the performance of the Order, as stipulated by the applicable law as well as by the commitments to the Order. In no case the franchises applicable to the Supplier should be applicable to Expleo. On request, the Supplier shall assign its claims vis-à-vis the insurance company to Expleo. These insurance policies shall be maintained by the Supplier throughout the execution of the order and its associated aftermath. This certificate and the supporting documentation will be sent to Expleo prior to the signing of the Order and/or during its execution, at the first request from Expleo.

104 Expleo's total aggregate liability to the Supplier for all claims or suits of any kind, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from the Order, including all causes, shall be, in all cases, limited to the amounts already paid by Expleo to the Supplier in application of the Order. In any case, Expleo shall not be liable towards Supplier for any indirect, special, incidental, punitive, or consequential damages arising from or in connection with the Order, regardless of the form of action whether in contract, tort or otherwise.

11 **CANCELLATION**

11.1 The contractual relationship between Expleo and the Supplier will end once the Supplier's contractual obligations have been fully executed and once the accounts and any disputes between the Parties have been discharged and settled.

11.2 Without prejudice to any other rights to indemnification, Expleo is entitled to cancel whole or part of the Order, particularly in case of (i) non-respect or inobservance, partial or total, by the Supplier of its obligations or any conditions of the Order, (ii) delivery delay superior to 5 Days, (iii) loss by the Supplier of the certificates or authorizations necessary to market introduction of the Product, (iv) if Customer notifies its decision to cancel the contract under which Expleo has intended the Order to the Supplier.

11.3 If not specified otherwise in the Order, Expleo may cancel the Order at any time by registered letter/email with acknowledgement of receipt taking effect upon receipt or within the time period stipulated in said letter. In the event of a breach by the Supplier of its contractual obligations not remedied within a period of fifteen (15) days starting from the receipt of the registered letter/email with acknowledgement of receipt notifying the said breach, Expleo may terminate the Order with a notice period of five (5) days starting from the receipt of the notification by registered letter/email with acknowledgement of receipt, without any legal formality, and without prejudice to any damages to which it may be entitled.

11.4 At the date of the reception of the cancellation notification or at the end of the notice period, as the case may be according with Article 11.3 above, the Supplier shall (i) cease any operation related to the performance of the Order, (ii) address as soon as possible Expleo with an inventory with all relevant documents about the progress of the Order, (iii) establish, on the basis of this inventory and with prior agreement of Expleo, an invoice addressed to the latter for payment in conformity to Article 9. In no case the Supplier shall receive, in title of the cancellation count, an amount superior to that of the Order.

11.5 Notwithstanding the cancellation, the Supplier shall indemnify Expleo for every damage and cost suffered from the involving of a third party to perform the Order.

12 **CONFIDENTIALITY AND ADVERTISING**

12.1 **Confidentiality.** The Supplier commits to keep confidential, for the duration of the Order and for 10 years after its termination and/or cancellation, the data, regardless of their nature and form, which it could have been granted access to by Expleo during the negotiations or the performance of the Order. The Supplier commits, except with prior written agreement from Expleo, not to (i) disclose any confidential data to third parties, (ii) use the confidential data to reproduce or allow the reproducing by third parties of the Products of similar products or derivatives ones, or for any goal other than the performance of the Order. This obligation is of result. The Supplier commits to disclose the confidential data provided by Expleo only to those of its employees needing it to perform the Order. The Supplier assumes toward Expleo the respect by its employees and subcontractors of the confidentiality of the aforementioned data.

12.2 **Secrecy.** The Supplier and Expleo undertake to treat as trade secrets all non-overt commercial and technical details that become known to them in the course of their business relations. Technical documents, drawings, models, templates, samples and similar objects shall not be placed at the disposal of or otherwise made accessible to unauthorised third parties. The duplication/reproduction of such objects shall be permissible only within the limits of internal requirements and copyright provisions.

12.3 **Advertising.** In no case and in no form the Orders shall be the object of direct or indirect advertising without the prior written agreement of Expleo. The Supplier commits not to display or disclose to third parties the Products designed on the technical drawings, models of specifications provided by Expleo without its prior written agreement.

13 **ETHICS & COMPLIANCE**

13.1 The Supplier hereby agrees to comply and act in line with Expleo's Supplier Code of Conduct which was duly communicated to Supplier and makes an integral part of these Terms. Supplier shall not to act in a way that may expose them to criminal prosecution for fraud, abuse of confidence, fraudulent receivership or compulsory liquidation, or for unlawful acts with respect to competition law, or which are for the purpose of awarding unlawful advantages or acts of corruption with regard to persons working for the Supplier or any other third party. In the event of a violation of the aforementioned commitment, Expleo reserves the right to cancel without notice any relationship under way with the Supplier and break off all negotiations. Independent of the foregoing it is hereby recalled that the Supplier is obligated to comply with all laws and regulations applicable to their company and their commercial relations with Expleo.

14 **INTELLECTUAL AND INDUSTRIAL PROPERTY**

14.1 **Tools.** The tools and specific goods provided, for the performance of the Order, directly by Expleo to the Supplier or produced by the Supplier on behalf of Expleo and on its costs, in whole or in part, are the property of Expleo and shall be stamped with a permanent mark indicating this property. Except a prior agreement of Expleo, the aforementioned tools shall be used for the sole performance of the Order and shall be returned to Expleo on simple request, without the Supplier could invoke any retention right. The Supplier commits to maintain the tools and specific goods in operating state as necessary to the completion of the Order.

14.2 **Background rights.** Each Party shall retain the whole ownership of its background knowledge, such as, but not limited to, the know-how, data (process, methods, algorithms, specifications etc.), software, titles and intellectual and industrial property rights, owned or controlled by this Party prior to the Order or obtained, created or elaborated independently of the performance of the Order. In case that the use of the background knowledge of the Supplier should be necessary to the use or the manufacturing of the Products, the Supplier shall grant Expleo a worldwide, perpetual, irrevocable, non-exclusive, fully-paid up and royalty free license.

14.3 **Foreground rights.** Expleo owns the whole property of the results of the products, studies, developments and/or services performed in title of the Order, including, but not limited to, all inventions, documents, software, materials, information, data, know-how and knowledge, whether technical or not, elaborated or obtained by the Supplier during and in relation with the performance of the Order (hereinafter "the Results"). However, in case the applicable law would award the Supplier the ownership of the Results, the latter shall grant Expleo, for free and for the duration and countries concerned, the ownership of the

Results. All of the results of the Product prepared for the execution of the Order (particularly including plans, studies, source codes, documentation etc.) will be the exclusive material property of Expleo. The Supplier shall transfer to Expleo, with all associated legal warranties, exclusively, as they are created, the exploitation rights over the source and object version of the Results, for the entire statutory period of intellectual property rights, as recognized by current and future laws, for the entire world, without restriction.

14.4 If the Product/Results have been developed solely by Expleo or developed, adapted, tested or assessed jointly by the Supplier and Expleo, Expleo shall at all times retain sole and exclusive ownership rights upon such Products/Results. Also, the Product/Results and component parts thereof may not be supplied to third parties without Expleo's prior consent. Where the Order relates to research or development work, Expleo shall be granted an exclusive, irrevocable and transferable right to use all results of such work – including drawings, documents in electronic form, computer programs and other technical documents – produced by the Supplier; this right shall be free of charge, unrestricted in space and time and applicable to all types of uses, including the sole right to grant sublicenses and to register property rights.

14.5 The ownership of service and intellectual Products is transferred to Expleo as they are completed by the Supplier. The ownership of material Products is transferred to Expleo upon the acceptance thereof, which may be carried out at the Supplier's premises, independent of the payment for said Products. Acceptance may be partial. The transfer of risks shall be carried out DDP in accordance with the INCOTERMS 2020.

14.6 **Infringement.** The Supplier shall hold Expleo harmless from any third-party claims about intellectual or industrial property related to the Results/Products used or delivered to Expleo or the Customer in title of the Order. The Supplier shall hold Expleo and/or the Customer harmless from any damages, claims, prosecutions, decisions, fees and costs (including legal fees) resulting from a forgery committed by the Supplier and any infringement, unfair competition, or parasitism due to Products/Results use or exploitation by Expleo. Moreover, the Supplier shall, at its own costs, whether to obtain the right for Expleo and/or the Customer to carry on operating the delivered Results/Products, or to replace or modify them so that the forgery ceases, while providing the functions foreseen in the Order. These guarantees against eviction and their resulting obligations shall be in force as long as delivered Results/Products should be operated by Expleo and/or the Customer.

15 **EXPORT CONTROL**

15.1 Supplier agrees to comply with any import & export laws and regulations of the jurisdiction of i) Supplier's location and ii) the location to which the Products are delivered by Supplier (hereinafter "the Export Control Regulations"). The Parties acknowledge that the respect of the Export Control Regulations is a substantial obligation of the Supplier in title of the Order.

15.2 The Supplier shall (i) identify prior to the performance of the Order the Products submitted to the Export Control Regulations, (ii) immediately notify Expleo of any evolution of the Export Control Regulations regarding the Products, (iii) provide Expleo with all necessary information and documents about the application of the Export Control Regulations and (iv) notify Expleo of any need of assistance to comply with the Export Control Regulations.

15.3 In the case the whole or part of the Products are submitted to the Export Control Regulations, the Supplier shall be liable for the obtaining, without any additional costs charged to Expleo, of all necessary official authorizations and licences required by the Export Control Regulations for the performance of the Order. The Supplier shall make its best efforts to obtain the aforementioned authorizations and licences in order to allow Expleo to deliver its products to its Customers in due time. The Supplier shall mention on each delivery sheet and invoice the references and the classification of the Products submitted to the Export Control Regulations.

15.4 For international shipments, Supplier shall include a customs valuation invoice with a master packing slip and shall furnish all other required export/import documents. Export and trade credits shall belong to Expleo. If applicable, Supplier shall furnish (a) all documents required to obtain export credits and customs; (b) certificates of origin of the Products supplied and the value added in each country; (c) all NAFTA and related; (d) all required export licenses or authorizations; and (e) any other documents specified in the Order or as may be reasonably requested by Expleo or its customer to support the Products being provided under the Order. Supplier warrants that the contents of such documents shall be true and accurate. All documentation and software including any operating and maintenance manuals which are included in the Order will form an essential part of the Products ordered by Expleo, and neither the delivery nor the completion of Products shall be deemed to have been achieved by the Supplier unless and until such documentation and software has been delivered complete and correct.

15.5 In the case a change of the Export Control Regulations could prevent the Supplier from complying with its obligations in title of the Order, the Supplier shall promptly notify Expleo and, without any additional costs charged to Expleo and in a period compatible with the activity of Expleo, at the choice of Expleo (i) obtain from the competent administration all authorizations and licences necessary to allow Expleo to use, exploit and/or sell its products incorporating the Deliverables, or (ii) to replace or modify the impacted technology or data, in order to avoid further non-conformity of the Deliverables to the Export Control Regulations.

16 **PROCESSING OF PERSONAL DATA**

16.1 We place great value on the respect of the privacy. We are committed to ensure the safety of the personal data entrusted to us. We expect from our Suppliers the same commitment towards respecting the rights of data subject and ensuring the protection of personal data.

16.2 In the context of the execution of the Order, each Party may carry out processing of Personal Data collected, received from or on behalf of the other Party, or otherwise obtained or processed in connection with the performance of the Order. The Parties hereby undertake to observe the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereafter the "GDPR") as well as of any other privacy regulation applicable pursuant to this Agreement. (hereafter "Data Protection Legislation") For the purpose of this Agreement, the terms "Personal Data", "Controller", "Processor", "Processing", "Data Subject", have the meaning given to these terms by GDPR.

Unless otherwise provided in the Order, the Parties acknowledge and agree that with respect to the processing of personal data as described above, each of the Parties shall act as an independent controllers determining the purpose and the means of the processing of personal data in connection with and / or in the context of the conclusion or execution of this Agreement, and shall be individually and fully responsible for compliance with applicable data protection provisions, including those concerning the observance of the rights of data subjects, the disclosure of data to third parties, the transfer of data outside the European Economic Area, compliance with the measures applied by the supervisory authority, etc. In case a situation where the parties act as a Joint Controller occurs, the rights and obligations of the parties shall be determined via a specific written agreement between the parties.

16.3 Moreover, in case that for the execution of certain Orders, Supplier will process Personal Data on behalf of Expleo then Supplier will act as a processor on behalf of Expleo. In such case, it is hereby expressly agreed between the Parties, that: (i) Supplier will process the Personal Data for the sole purpose of executing the Order as defined in the Order; (ii) Supplier shall process Expleo Personal Data in compliance with these Terms, Data Processing Agreement and with Expleo's documented instructions; (iii) Supplier shall implement and maintain for the whole duration of the Order appropriate technical and organisational measures in such a manner that Expleo Personal Data Processing will meet the requirements of Data Protection Legislation, of any potential Expleo's policies,

guidelines or any other legitimate instructions communicated by Expleo, and ensure the protection of the rights of the Data Subjects; The obligations laid down herein will be detailed and substantiated via the Data Processing Agreement which will serve as primary reference in respect of the rights and the obligations of the parties as well as in respect of establishing the deadlines to comply with and/or the liability of the parties.

164 Regardless of the parties roles, in connection with the processing of personal data the Parties shall provide reasonable support to each other to comply with the obligation in respect of data protection, without prejudice to any other rights of the Parties or any other person(s).

17 TRANSFER OF THE CONTRACT. SUBCONTRACTING

17.1 The Supplier shall not, in main or secondary title, sell, transfer or subcontract its rights and obligations under the Order, for free or for a fee, without the prior written agreement of Expleo. Non-compliance with this clause may result, if Expleo sees fit, in the cancellation of the Order and the activation of the Supplier's liability.

172 On the other hand, Expleo has the right to sell or transfer, in whole or in part, its rights and obligations to a third party, including the Customer.

18 APPLICABLE LAW – JURISDICTION

181 If there is any conflict between the English version and any translated version of these Terms, the English version shall govern. Any controversy or claim arising out of or relating to the Order, these Terms and/or the breach thereof shall (1) if Expleo is located in the Americas, be interpreted and governed by the laws of the USA State where Expleo is located (and excluding its conflicts of law and choice of law principles) and be brought exclusively in any federal court in USA State where Expleo is located, and Supplier and Expleo irrevocably waive any objection to the venue or jurisdiction of such courts; or (2) in the event Expleo is located outside of the Americas, be interpreted and governed by the laws of the country of Expleo's registered office, and all disputes arising out of or in connection with the Order shall be finally settled by the competent courts from the city where Expleo has its registered office.

19 INDEPENDENT SUPPLIERS

191 The Parties hereto are independent Suppliers of, and not an employee, agent or authorized representative of, the other Party. No agency, partnership, joint venture, employer-employee relationship, or other business combination between Supplier and Expleo is intended or created by this Agreement. Neither Party shall have the right, power or authority to act or create any obligation, express or implied, on behalf of each other. Without limiting the foregoing, neither Party shall make any representations or warranties to third parties on behalf of the other Party.

20 INDEPENDENCE OF THE CLAUSES

201 If any provision of these Terms is deemed invalid or unenforceable, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these Terms. All provisions not affected by the invalidity shall remain in full force and effect. No waiver of any provision or breach of these Terms (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. Each person signing the Order represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Order and/under these Terms.

Document control

Document attributes

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A	Deletion of non-solicitation clause	Matteo LEBLANC	Florence BIGOT	27/06/2024