

1. GENERAL – SCOPE AND DEFINITIONS

1.1 These Global General Terms and Conditions of Purchase (“Terms”) apply to any purchase order (“Order”) issued by Expleo. These Terms are hereby incorporated into and form an integral part of each Order.

1.2 In case of conflict, the specific terms and conditions stated in the Order shall prevail over these Terms. Any general conditions referenced or attached by the Supplier are hereby expressly rejected and shall have no legal effect, unless expressly accepted in a written amendment signed by both Parties.

1.3 The following definitions shall apply unless otherwise provided in the Order:

(a) “Expleo” means the Expleo entity issuing the Order and acting as the purchasing party, including its Affiliates.
(b) “Supplier” means the natural person or legal entity identified in the Order that agrees to supply Deliverables to Expleo.

(c) “Customer” means any client, end-user, or third party to whom Expleo provides products, services, or solutions incorporating or depending on the Deliverables.

(d) “Order” means the written purchase order issued by Expleo for the supply of Deliverables under these Terms, including its schedules, specifications, and attachments.

(e) “Deliverables” means all items, materials, or services to be supplied by the Supplier under the Order, including:

(i) “Products”: tangible physical goods, components, equipment, hardware, or materials;
(ii) “Services”: professional, technical, installation, development, consulting, maintenance, or training activities;
(iii) “Software”: computer programs, code, firmware, APIs, SaaS/cloud access, digital assets, and all related documentation, whether delivered as a standalone item, embedded in hardware, or provided as part of a service.

(f) “Defect” means any non-conformity, fault, error, failure, omission, deviation, vulnerability, malfunction, or deficiency in the Deliverables (or any part thereof), including any:

(i) failure to meet technical specifications, performance requirements, acceptance criteria, warranties, documentation, or intended use as stated in the Order;
(ii) error in design, manufacture, performance, technical or functional characteristics;
(iii) violation of laws, industry standards, certifications, regulations, or Expleo policies;
(iv) missing, expired, incorrect, or incomplete certifications or approvals;
(v) for Software, any bug, security flaw, breach of license, performance failure, or interoperability issue.
A Defect may be patent (discoverable upon reasonable inspection) or latent (not detectable until after use).

(g) “Acceptance” means the written confirmation by Expleo that the Deliverables conform to the applicable Acceptance Criteria under the Order. No implicit or automatic acceptance shall apply.

(h) “Acceptance Criteria” means the objective and verifiable criteria for testing, verification, and approval of the Deliverables as specified in the Order or otherwise agreed in writing.

(i) “Force Majeure” means any unforeseeable, unavoidable, and external event beyond the reasonable control of the affected Party, including natural disasters, war, civil unrest, or government action – but excluding labor disputes, subcontractor failure, shortages, or insolvency, provided that such event is beyond the reasonable control of the affected Party.

(j) “Subcontractor” means any third party engaged directly or indirectly by the Supplier to perform any part of its obligations under the Order. Supplier remains fully responsible for subcontractor performance.

(k) “IPR” or “Intellectual Property Rights” includes all patents, trademarks, copyrights, designs, software code rights, trade secrets, know-how, databases, moral rights, or similar rights anywhere in the world, whether registered or not.

(l) “Documentation” includes all technical, functional, user, test, certification, labeling, operating, and maintenance documents required to enable correct use, operation, and integration of the Deliverables.

(m) “SLA” or “Service Level Agreement” means the contractual performance, availability, response time, or other service-level KPIs stated in the Order.

(n) “Days” means calendar days, unless stated otherwise.

1.4 By accepting the Order or commencing performance, Supplier confirms its unconditional acceptance of these Terms. Any deviation, exception or amendment must be expressly agreed in writing by both Parties.

2. ISSUANCE, ACCEPTANCE AND MODIFICATION OF ORDERS

2.1 Issuance. Expleo may issue a purchase order (“Order”) for Deliverables to the Supplier in any written form, including but not limited to electronic transmission, email, EDI platforms, or post. Issuance of an Order does not grant Supplier any exclusivity, nor does it obligate Expleo to place future Orders.

2.2 Acceptance. The Supplier shall be deemed to have accepted an Order upon the earlier of:

(a) Supplier’s written acknowledgment of the Order,
(b) Supplier’s commencement of performance, including any action to manufacture, configure, ship, deploy, install, or perform the Deliverables, or
(c) failure to reject the Order in writing within five (5) Days from receipt.

Acceptance of an Order constitutes:

(i) full acceptance of these Terms (without modification),
(ii) confirmation that the Supplier is compliant with all applicable laws, regulations, and standards,
(iii) affirmation that Supplier shall deliver the Deliverables in accordance with all applicable specifications.

2.3 Entirety of Agreement. Upon Supplier’s acceptance, the Order and these Terms constitute the complete and exclusive agreement of the Parties regarding the Deliverables (the “Agreement”). References to Supplier’s proposals, quotations, or terms are for descriptive purposes only and shall not modify this Agreement unless expressly agreed by Expleo in writing.

2.4 Modifications. Any change, amendment, or supplement to an Order must be made in writing and accepted by both Parties. Modifications shall not be valid unless confirmed by an amendment or a revised Order issued by Expleo.

2.5 Prohibited Additional Terms. Any acknowledgment, invoice, delivery note, or other document issued by Supplier that includes additional or conflicting terms shall be null and void unless expressly agreed to by Expleo in a signed amendment.

3. CHANGES AND DEROGATIONS

3.1 Change Requests. Either Party may request a change to the Deliverables, including specifications, scope, timelines, or processes. Any change affecting cost, schedule, specifications, or performance shall be subject to a Change Request and agreed in writing by Expleo before implementation.

(a) Mandatory Changes: Changes required due to:

(i) legal or regulatory updates,
(ii) non-conformity attributable to Supplier,
(iii) end-of-life or obsolescence of materials, components, platforms or code,
shall be implemented by Supplier at no additional cost to Expleo.

(b) Optional Changes: All other change requests shall be submitted by Supplier together with:

(i) a technical and commercial impact statement,
(ii) reasonable supporting documentation for pricing and timelines.

Expleo is free to accept, reject, or defer any optional change request.

3.2 Derogations. Any request for derogation from agreed specifications, standards, or processes must be submitted in writing sufficiently in advance and accompanied by full justification. Acceptance of any derogation is at Expleo’s sole discretion. Supplier shall bear all direct and indirect costs, risks, or liabilities arising from approved derogations unless expressly agreed otherwise in writing.

3.3 No Impact on Delivery. A lack of agreement on costs related to changes or derogations shall not release Supplier from its obligation to comply with delivery dates and milestones unless expressly approved by Expleo.

3.4 Non-substantive Evolutions. Routine updates such as minor design optimizations, version control updates, code refactoring, tooling adjustments or technical refinements that do not affect functional performance or agreed specifications shall not be deemed changes and may be implemented by Supplier without prior approval, provided they do not impact cost, delivery schedule, or compatibility.

4. DELIVERY AND PERFORMANCE OBLIGATIONS

4.1 Firm Delivery and Performance Dates. Time is of the essence. All delivery, performance, and milestone dates specified in the Order (“Delivery Dates”) are firm and binding. Supplier shall deliver the Products, complete the Services or Software deliverables, and meet any intermediate milestones by the Delivery Dates at the place and under the conditions specified in the Order.

4.2 Delivery Terms and INCOTERMS

Unless otherwise specified in the Order, physical Products shall be delivered DDP (Delivered Duty Paid) in accordance with Incoterms® 2020 at the location designated by Expleo. Delivery of Software is deemed completed when electronically delivered using secure transfer protocols or repositories approved by Expleo. Use of public, unsecured file-sharing systems is prohibited unless expressly authorized by Expleo in writing.

4.3 Performance of Services. Where the Deliverables include Services, the Supplier shall perform the Services:

(a) in accordance with the timelines, milestones, and service levels defined in the Order;
(b) using competent, experienced, and qualified personnel;
(c) in compliance with all applicable laws, regulations, industry standards, and Expleo’s instructions;
(d) in a diligent, professional, and workmanlike manner consistent with best industry practices.

4.4 Delivery of Software. Where the Deliverables include Software or cloud-based services, Supplier shall, no later than the applicable Delivery Date, deliver all activation keys, licenses, access credentials, configuration files, installation support, and complete Documentation required for use, maintenance, and support.

4.5 Supplier Notification and Recovery Plan. Supplier shall promptly notify Expleo in writing of any event or circumstance likely to affect timely delivery or performance and shall provide a corrective recovery plan within five (5) Days of becoming aware of such event. The recovery plan shall include detailed mitigation actions and a revised schedule, subject to Expleo’s approval.

4.6 Subcontracting. Supplier shall not subcontract any portion of the Order without Expleo’s prior written consent. Supplier remains fully liable for the acts, omissions, performance, and compliance of its subcontractors as if they were its own.

4.7 Personnel and Site Work. Supplier shall allocate adequate, competent, and properly supervised personnel for the performance of the Deliverables. Where work is carried out at Expleo’s or the Customer’s site, Supplier’s personnel shall comply with all applicable site policies, health and safety rules, and internal procedures. Supplier remains solely responsible for its personnel, regardless of their location or collaboration with Expleo personnel.

4.8 Partial or Early Delivery. Partial deliveries are not accepted unless expressly agreed by Expleo. Expleo reserves the right to refuse or store early deliveries at Supplier’s cost and risk and to defer payment until the contractual Due Date.

4.9 Title and Risk. Unless otherwise agreed, title and risk of loss or damage to Products shall pass to Expleo only upon successful Acceptance as defined in Section 6. For Software and Services, risk transfers upon written Acceptance of the relevant Deliverables. Supplier bears all risk of loss or damage until such Acceptance.

4.10 Delays and Force Majeure

(a) Any delay in delivery or performance is unacceptable, except where solely and demonstrably due to a Force Majeure event.

(b) Supplier must notify Expleo of the Force Majeure event within three (3) Days of its occurrence and provide detailed mitigation steps. Force Majeure shall not include events caused by Supplier’s contractors, subcontractors, employees, or by foreseeable business risks such as delays in supply chain, price increases, strikes of non-essential personnel, labor shortages, system failures, or lack of financial resources.

(c) If the Force Majeure event lasts more than thirty (30) Days, either Party may terminate the Order in whole or in part. Only those Deliverables Accepted prior to the Force Majeure shall be payable. Any advance payments made by Expleo for undelivered Deliverables shall be reimbursed within thirty (30) Days of termination.

4.11 Delay Penalties

(a) For each day of delay beyond the Delivery Date, Supplier shall pay liquidated damages amounting to 0.5% of the Order value (excluding taxes) per day, capped at ten percent (10%) of such value, without prejudice to Expleo’s right to claim compensation for higher proven losses.

(b) Expleo’s failure to invoice or deduct penalties shall not constitute a waiver of its right to apply them at a later stage.

(c) In the event of delay, Supplier shall expedite delivery or performance at its sole cost, including using express freight or additional personnel, upon Expleo’s request.

(d) If delay penalties exceed ten percent (10%) of the Order value, or if the delay exceeds thirty (30) Days, Expleo may, at its sole discretion:

(i) terminate the Order in whole or in part with immediate effect; and/or
(ii) procure substitute Deliverables from third parties at Supplier’s cost and risk.
(e) Expleo reserves the right to claim direct losses in accordance with the liability provisions set out in Section 10.

(f) The Parties agree that these amounts represent a genuine pre-estimate of loss and are commercially justified.

4.12 Suspension and Withholding Rights

Expleo may suspend payments or withhold acceptance of further Deliverables if Supplier fails to comply with any material obligation under the Order, until such non-compliance is cured, without prejudice to Expleo’s other contractual or legal rights. Expleo may also suspend performance of the Order, including acceptance or receipt of Deliverables, until such non-compliance is remedied.

4.13 Assistance with Claims

At no additional cost, Supplier shall provide all reasonable assistance to Expleo in the handling of claims or disputes with the Customer or third parties resulting from delayed or non-conforming Deliverables.

4.14 Rescheduling by Expleo

Expleo may postpone Delivery Dates by up to six (6) months by giving Supplier reasonable prior notice. During the postponement period, Supplier shall store the Deliverables at its own cost and risk under appropriate conditions.

4.15 No Waiver

Any failure by Expleo to enforce rights, apply remedies, or claim penalties under this Section shall not be construed as a waiver of such rights or remedies.

4.16 Technical Non-Performance

In the event Supplier is unable to meet the technical requirements or specifications as set forth in the Order or applicable standards, Expleo may:

(i) require Supplier to immediately and fully remedy such non-compliance at Supplier’s sole cost;
(ii) appoint a third party to correct or complete the Deliverables at Supplier’s expense; or
(iii) terminate the Order with immediate effect and request full reimbursement of all payments made, without prejudice to any additional damages Expleo may claim.

4.17 Supplier Liability for Technical Failure

Supplier shall be liable for direct losses arising from technical failure, including reasonable rework, replacement, and delay costs directly attributable to such failure.

Supplier shall not suspend delivery or performance based on any dispute related to penalties, invoices, or financial deductions.

5. DELIVERY CONDITIONS AND DOCUMENTATION

5.1 Delivery Documentation. Each delivery shall include:

(a) delivery note referencing the Order and item description;
(b) required certificates of conformity, technical instructions and regulatory documents;
(c) Software access credentials, installation guides and license keys where applicable.

5.2 Packaging and Transport. Products shall be appropriately packaged to prevent damage during transport. Supplier shall be responsible for all costs and risks related to packaging, handling, storage, insurance, customs clearance and transportation until successful Acceptance.

5.3 Returns and Storage. Rejected Deliverables shall be collected by Supplier at its sole cost and risk within eight (8) Days of notification. After this period, Expleo may return, repair or dispose of Deliverables at Supplier’s expense.

5.4 Over-Delivery and Under-Delivery. Expleo reserves the right to reject any quantities exceeding or falling below those specified in the Order. Handling costs for such items shall be borne by Supplier.

5.5 Delivery of Accessories and Tools. Each delivery shall include all accessories, spare parts, software, documentation, source code (if applicable), tools, and materials necessary for proper functionality, operation and maintenance.

5.6 Site Deliveries. Where Deliverables are to be deployed, installed or tested at Expleo or Customer sites, Supplier shall comply with all on-site safety instructions, regulations and procedures, and obtain all necessary work permits and access rights at no additional cost to Expleo.

6. ACCEPTANCE AND NON-CONFORMANCE

6.1 Acceptance Requirement. Deliverables shall be deemed accepted (“Acceptance”) only upon Expleo’s written confirmation that the Deliverables fully comply with the Order, the applicable specifications, and the Acceptance Criteria. No partial, implicit, constructive, or automatic acceptance shall apply.

6.2 Acceptance Process.

(a) Products: Acceptance shall occur only after Expleo’s physical inspection, testing (where applicable), and written confirmation that the Products are free from non-conformities and delivered with all required documentation.

(b) Services: Acceptance shall occur upon Expleo’s written confirmation that the Services, deliverables, or reports comply with the Order and any agreed service milestones.

(c) Software / IT Deliverables: Acceptance shall occur only after successful completion of User Acceptance Testing (“UAT”), integration or installation (where applicable), and issuance of a formal Acceptance Certificate signed by Expleo.

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6.3 Non-Conforming Deliverables. If any Deliverable is found to be non-conforming or incomplete, in whole or in part, Expleo may, at its sole discretion, and without prejudice to any other right or remedy:

- (i) reject the Deliverables and require Supplier to repair or replace them or re-perform the Services at Supplier's sole cost and risk;
- (ii) suspend or withhold payment until full remedy;
- (iii) terminate the Order in whole or part and seek reimbursement for all payments made and all losses incurred;
- (iv) retain the Deliverables until full reimbursement and apply additional penalties as applicable under Section 4.11.

6.4 Rectification Period. Unless otherwise agreed in the Order, Supplier shall remedy any non-conformity within eight (8) Days of receiving Expleo's written notification. Failure to remedy within such period authorizes Expleo to:

- (a) procure substitute deliverables or services at Supplier's sole cost and risk;
- (b) terminate the Order with immediate effect and claim full damages, without prejudice to penalties or warranties.

6.5 Payment Upon Acceptance. Payment shall only be due after full Acceptance. Supplier shall have no right to payment for Deliverables that are rejected, non-conforming, or pending Acceptance, unless expressly stated in the Order and subject to conditional acceptance milestones.

6.6 Conditional or Phased Acceptance. Partial or phased acceptance is permitted only if expressly stated in the Order. Such acceptance shall not constitute final acceptance of the Deliverables as a whole.

6.7 Acceptance Certificate. Acceptance shall be evidenced by a written Acceptance Certificate or equivalent document signed by Expleo. No act of receipt, deployment, temporary use, or storage shall constitute Acceptance unless confirmed in writing.

6.8 Defect Notification by Supplier. If Supplier becomes aware of any defect, safety concern, or non-conformity in the Deliverables at any time before or after delivery, Supplier shall notify Expleo in writing within twenty-four (24) hours and provide:

- (i) full description of the issue;
- (ii) root cause analysis;
- (iii) proposed corrective and preventative actions with a completion timeline.

6.9 Suspension of Acceptance and Warranty Periods. The discovery of any material defect, non-conformance or safety issue shall suspend the Acceptance or applicable warranty periods until full remedy by Supplier, at no cost to Expleo.

6.10 Third-Party Remedy. In the event of Supplier's delay, refusal, or inability to remedy defects or non-conformance within the required timeframe, Expleo may obtain substitute performance, repair, or replacement from a third party at Supplier's sole cost and risk, without prejudice to Expleo's other rights or remedies, including under Section 8 (Warranties).

7. QUALITY AND CONFORMITY MANAGEMENT

7.1 Quality Assurance System

Supplier shall establish, implement, and maintain an effective quality assurance system certified to ISO 9001 or an equivalent internationally recognized standard. Where the Deliverables include Software or IT Services, the Supplier shall, upon Expleo's request, maintain adequate cybersecurity and information security management certifications (e.g., ISO 27001, SOC2) or provide equivalent assurance of compliance.

Expleo's own quality control, inspection, or acceptance procedures shall not relieve Supplier of its obligations under this Agreement.

7.2 Technical and Regulatory Conformity

Supplier shall ensure full and continuous compliance of the Deliverables with:

- (a) the specifications, quality requirements, and performance criteria set out in the Order;
- (b) all applicable laws, regulations, and mandatory standards in the place of manufacture and delivery;
- (c) applicable industry standards, professional rules, and safety norms.

Supplier is solely responsible for obtaining all licenses, permits, and certifications necessary for the lawful manufacture, supply, deployment, and operation of the Deliverables.

7.3 Notification of Changes

Supplier shall immediately notify Expleo in writing of any change that may impact the conformity, safety, quality, or performance of the Deliverables, including without limitation:

- (i) change in ownership, legal form, or ultimate control;
- (ii) relocation of manufacturing site(s) or delivery center(s);
- (iii) significant change in manufacturing, process, materials, supply chain, subcontractors, or key personnel;
- (iv) suspension, expiration, or withdrawal of any quality, regulatory, or technical certification required to perform the Order;
- (v) any change resulting in potential conflict of interest or adverse impact on Expleo.

Expleo may terminate the Order with immediate effect if such change, in its reasonable opinion, jeopardizes conformity, service continuity, or Expleo's business interests.

7.4 Audits and Inspections

Expleo, its Customers, and competent regulatory authorities, may at any time, upon reasonable notice, perform on-site or remote audits, inspections, system access reviews, or quality assessments of Supplier's facilities, tools, documents, systems, personnel, and processes relevant to the Order. Supplier shall (a) grant unrestricted access, (b) provide all requested cooperation, and (c) ensure the same for its approved subcontractors.

7.5 In-Process Inspections

Any inspections, tests, certifications, or audits conducted during production, performance, or prior to delivery shall not:

- (i) constitute Acceptance of any Deliverables;
- (ii) reduce Supplier's responsibility or liability for full conformity; nor
- (iii) prevent Expleo from rejecting Deliverables at a later stage.

7.6 Corrective Action and Recall Procedure

If non-conformities, deviations, or quality risks are identified, Supplier shall take immediate corrective action at its sole cost within the timeframe required by Expleo and at latest within eight (8) Days unless otherwise agreed.

In the event of safety issues, regulatory non-compliance, or material defect affecting Product in the field, Supplier shall, at its sole cost and risk, initiate and implement a recall, replacement, or repair program approved by Expleo.

7.7 Conformity Documentation and Traceability

Each delivery shall be accompanied by all certificates of conformity, inspection reports, test results, safety data sheets, material declarations, and traceability documentation required under the Order, applicable laws, and industry norms.

Supplier shall retain all technical, inspection, and traceability records related to the Deliverables for no less than seven (7) years from final delivery, or longer as required by applicable law or regulatory authority, and shall make such records available to Expleo upon request.

7.8 Subcontractor Flow-Down

Supplier shall impose all applicable quality, security, safety, and compliance requirements under this Agreement on its approved subcontractors and remain fully liable for their acts, omissions, and failures as if they were its own.

7.9 No Limitation of Liability

Any review, audit, approval, test, or inspection performed by Expleo or its representatives shall not limit, reduce, waive, or otherwise affect Supplier's obligations or liability for full performance and conformity under this Agreement.

8. GUARANTEES AND WARRANTIES

8.1 General Warranty Scope

Supplier warrants that all Deliverables (Products, Services, Software) shall:

- (a) conform fully to the specifications, requirements, and purposes stated in the Order;
- (b) be free from any design, material, manufacturing, performance, functional, safety, or legal defects;
- (c) be fit for the intended use expressly or implicitly communicated by Expleo;
- (d) be free from any third-party rights, liens, or encumbrances, including intellectual property rights claims;
- (e) have been developed, produced, delivered, and supported in compliance with all applicable laws, regulations, industry standards, and good practices.

These warranties are in addition to any statutory or additional warranties, whether express or implied.

8.2 Duration of Warranty.

- (a) the warranty period for Products is twenty-four (24) months from Acceptance;
- (b) the warranty period for Services is twelve (12) months from final Acceptance;
- (c) the warranty period for Software or IT Deliverables is twenty-four (24) months from final Acceptance, including updates and patches covered under the initial license term.

If statutory law requires a longer period, such law shall prevail. For replacement or repaired Deliverables, a new warranty period of twelve (12) months shall apply from the date of such replacement or repair, without prejudice to the original statutory limits.

8.3 Remedies for Defects. In the event of any defect, non-conformity, or failure detected during the warranty period, Expleo may, at its sole discretion and without prejudice to other rights or statutory remedies:

- (i) require Supplier to immediately repair or replace the defective Deliverables at its own cost and risk;
- (ii) demand a full refund for defective Deliverables;
- (iii) appoint a third-party to repair, replace, or re-perform the Deliverables at Supplier's cost and risk;
- (iv) terminate the Order in whole or part, and request full reimbursement for sums paid and all related losses;

(v) retain or dispose of any defective Deliverables at Supplier's cost.

Supplier shall fully and promptly indemnify Expleo for all losses, damages, penalties, and Customer claims and/or Expleo's, caused by the defective or unavailable Deliverables.

8.4 Notification and Claim Timelines

Defects shall be deemed notified in good time if Expleo notifies Supplier in writing within:

- (a) two (2) weeks from discovery of such defect; or
- (b) any longer notification period allowed under applicable law.

The date of notification shall be deemed the date of dispatch by Expleo.

8.5 Costs of Remediation. Supplier shall bear all costs related to the detection, handling, rectification, or replacement of defective Deliverables, including but not limited to: investigation, diagnostic, and testing costs; return transport, insurance, storage, or safe disposal costs; labor and installation costs; Customer or regulatory penalties paid by Expleo as a result of such defect. Such obligation applies even if defective Deliverables must be transported to a location different from the original place of performance.

8.6 Failure or Refusal to Remedy. If Supplier delays, fails, or refuses to remedy a defect within the timeframe specified by Expleo, Expleo may:

- (a) perform or subcontract corrective action at Supplier's expense;
- (b) invoke penalties under Section 4;
- (c) terminate the Order in whole or part;
- (d) offset such costs against any amount due or payable to Supplier.

Expleo shall be entitled to consider the remediation process failed after the first unsuccessful remedy attempt by Supplier.

8.7 Warranty Transfer and Customer Flow-Down. Where Expleo resells, reuses, integrates, or incorporates the Deliverables into systems for its Customers, the warranty obligations set forth shall apply in favor of such Customer and may be directly enforced by Expleo on their behalf.

8.8 No Waiver. Any acceptance, inspection, payment, or approval by Expleo shall not constitute a waiver of Supplier's warranty obligations or liability under this Section. Supplier's liability remains unaffected by any supervision, check, or approval performed by Expleo.

9. INVOICING AND PAYMENT

9.1 Prices. Unless otherwise expressly stated in the Order, prices are:

- (i) firm and non-revisable, covering the complete fulfillment of the Order;
 - (ii) inclusive of all related costs, including overheads, duties, packaging, transport, insurance, compliance documentation, intellectual property rights (unless an IPR license is separately agreed), and any related services necessary for the delivery, installation, or operation of the Deliverables.
- No additional costs, surcharges, or adjustments may be invoiced without Expleo's prior written approval.

9.2 Set-Off and Compensation

Expleo may set off any amount owed by Supplier under the Order or these Terms (including penalties, indemnities, or damages) against any amounts payable by Expleo to Supplier under the same Order or under any other agreement between the Parties.

9.3 Invoicing Requirements

Each invoice must:

- (i) relate to a single Order only;
- (ii) reference the Order number, line item(s), delivery slip(s) and dates;
- (iii) clearly state the applicable currency and VAT identification numbers (for EU transactions);
- (iv) include full supporting documentation, including delivery notes, acceptance certificates (if applicable), time sheets (for Services), or milestone reports.

Invoices not meeting these requirements may be rejected or paid only upon correction.

Invoices shall be sent exclusively to the billing address or email designated in the Order.

9.4 Milestone or Instalment Payments

If the Order provides for milestone-based or phased payments, Supplier may invoice only after:

- (i) successful completion and delivery of the relevant lot/phase/section; and
 - (ii) acceptance by Expleo, documented by an Acceptance Certificate or equivalent written confirmation; and
 - (iii) submission of supporting deliverables or reports as required by the Order.
- No advance payments are permitted unless expressly agreed in the Order.

9.5 Disputed Invoices / Withholding Rights

In the event of discrepancies between invoiced and accepted quantities or values, Expleo may issue a credit note request or debit note, or may withhold payment until resolution.

Expleo may suspend payment for non-compliance, incomplete delivery or performance, or in case of unresolved Deliverable defects. Expleo may also retain a contractual holdback of at least five percent (5%) of the Order value (excluding taxes) until expiry of the Warranty Period.

Supplier shall not suspend, delay, withhold, or condition the delivery of any Deliverables on account of any payment dispute or pending invoice, nor assert any lien, retention or security right over any Deliverables, tools, data, documentation, or property belonging to Expleo.

Expleo's right to suspend payment shall not prejudice other remedies available under the Agreement or applicable law.

9.6 Payment Terms

Unless otherwise provided in the Order:

- (i) standard payment term: 60 Days from invoice date;
- (ii) transport/shipping only: 30 Days;
- (iii) summary/periodic invoicing (if accepted): 45 Days.

No payment shall be due unless Deliverables were properly delivered, accepted, and invoiced in full compliance with these Terms and the Order.

Partial deliveries or early deliveries shall not trigger earlier payment unless expressly agreed.

Failure by Supplier to provide all contractual and legal documents (including certifications) may suspend payment processing.

9.7 Late Payment

If Expleo fails to pay undisputed amounts by the due date, and after formal written notice: statutory late payment interest applies at the minimum rate permitted by the law applicable to the Order (in France, three times the legal interest rate), together with any fixed recovery indemnity mandated by such law (in France, forty (40) euros per invoice).

Supplier waives any right to claim higher collection costs, penalties, or interest unless expressly authorized by applicable law.

9.8 Group Discounts and Rebates

Any discounts, volume-based reductions, or rebates granted by Supplier shall apply at Group level and benefit all members of the Expleo Group. Total volumes and group-wide spend may be aggregated to calculate such rebates, unless otherwise stated in the Order. No payment will be made if the Supplier has not provided the documents referred to in the Order or as required by law. Such rebates may be settled through credit notes, financial compensation, or set-off against invoices issued by the Supplier.

10. LIABILITY AND INSURANCE

10.1 Supplier General Liability. Supplier shall be liable for direct losses arising from its breach of this Agreement, subject to the provisions of this Section 10.

10.2 Third-Party Liability and Claims. Supplier shall defend, indemnify and hold Expleo harmless from any third-party claims, actions, proceedings, or expenses arising out of or relating to:

- (a) physical, material, or immaterial damage caused by the Deliverables or Supplier's performance;
- (b) any claim related to product liability, service liability, data breaches, employment issues, or environmental compliance;
- (c) any claim raised by Expleo's Customers to the extent directly caused by Supplier's breach or defective Deliverables.

Supplier shall bear the financial consequences of such claims, subject to the liability limitations set out in this Section 10.

10.3 Insurance Requirements

(a) General Obligation. Supplier shall, at its sole expense, procure and maintain in full force and effect for the entire duration of the Order and for a minimum of 2 years thereafter (or for the period required by applicable law, whichever is longer), insurance policies with reputable and financially sound insurers, in adequate scope and amounts to fully cover its liabilities and obligations under the Order. Such policies shall include, at a minimum:

- (i) Employer's liability / Workers' compensation insurance, as required by applicable law;
- (ii) Commercial general liability insurance, including product liability, bodily injury, property damage, and completed operations;
- (iii) Professional indemnity insurance, where Services or professional activities are provided;
- (iv) Cyber and data liability insurance, where the Deliverables involve Software, IT systems, data processing, hosting, or access to personal or confidential data;
- (v) Property and equipment insurance, covering tools, equipment, and materials used in the performance of the Order;

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- (vi) Any other insurance required by applicable law or explicitly stated in the Order.
- (b) Coverage Requirements. Each insurance policy shall:
- (i) include Expleo and its Affiliates as additional insureds, where permitted by applicable law;
 - (ii) be sufficient in amount to cover all foreseeable risks connected with the nature, scope and intended use of the Deliverables, and liabilities that may arise under the Order, with minimum coverage limits of not less than EUR 1,000,000 per claim (or such higher limits as may be specified in the Order where the risk profile so requires);
 - (iii) provide territorial coverage in every country where Deliverables are manufactured, supplied, or used;
 - (iv) waive any right of subrogation against Expleo and its insurers;
 - (v) not contain exclusions, sublimits, deductibles, or endorsements that materially limit coverage for the Deliverables or Supplier's obligations under the Order;
 - (vi) ensure that any deductibles or self-insured retentions are the sole responsibility of Supplier and are not enforceable against Expleo.
 - (vii) be primary and non-contributory with any insurance maintained by Expleo, which shall respond only in excess of Supplier's policies;
 - (viii) not be cancelled, non-renewed, or materially amended without at least thirty (30) days' prior written notice to Expleo.

Upon Expleo's request, Supplier shall assign to Expleo any rights or claims under the relevant insurance policies to the extent such claims relate to the Order or losses suffered by Expleo.

(c) Proof of Insurance. Supplier shall provide Expleo, prior to the commencement of the Order and upon each renewal, with valid certificates of insurance evidencing compliance with this Section, including insurer identity, type of coverage, policy limits, deductibles, effective dates, and endorsements.

(d) Subcontractors. Where Supplier subcontracts any part of the Order (with Expleo's prior written consent), Supplier shall ensure that each approved subcontractor maintains insurance coverage consistent with this Section. Supplier remains fully liable for any failure by its subcontractors to comply.

(e) Assignment and Deductibles. Supplier's insurance deductibles or self-insured retentions shall not be enforceable against Expleo. Upon request, Supplier shall assign to Expleo any and all rights or claims under such insurance policies that relate to the Order.

10.4 Limitation of Expleo's Liability

(a) Expleo's total aggregate liability to Supplier, arising out of or relating to the Order (whether in contract, tort, negligence, or otherwise), shall be limited to the total amounts paid by Expleo under the Order.

(b) Expleo shall not be liable for any indirect, special, incidental, punitive, exemplary or consequential damages, including but not limited to loss of profit, loss of business, loss of opportunity, or reputational harm.

(c) Nothing in this section limits liability for fraud, gross negligence, death, or personal injury caused by a Party's negligence, or for any liability that cannot be limited under applicable law.

10.5 Supplier Liability Cap. Except where expressly stated otherwise, Supplier's total aggregate liability arising under or in connection with this Agreement shall not exceed 100% of the total value of the relevant Order.

Unless expressly stated otherwise in this Agreement, all indemnification obligations of Supplier shall be subject to this cap.

10.6 No Limitation for Supplier. Nothing in this Section 10 shall limit Supplier's liability for:

- (i) breach of confidentiality, intellectual property rights or data protection obligations;
- (ii) fraud or willful misconduct;
- (iii) non-compliance with applicable laws or export control rules; or
- (iv) to the extent that Expleo's liability towards its Customer arises directly and solely from Supplier's breach of this Agreement or defective Deliverables, and only to the extent such liability: (a) cannot reasonably be contractually limited under the applicable Customer contract; or (b) results from contractual obligations imposed by the Customer that Expleo is required to accept in the ordinary course of its business.

11. TERMINATION

11.1 Termination for Cause. Expleo may terminate the Order, in whole or in part, with immediate effect and without prior judicial intervention, by written notice to the Supplier, in any of the following events:

(a) Supplier's material breach of its obligations under the Order, including delay in delivery exceeding five (5) Days, non-conformity, breach of warranty, intellectual property infringement, or confidentiality breach;

(b) Supplier's failure to remedy a notified breach within fifteen (15) Days from receipt of a written notice of default;

(c) Withdrawal, suspension, or loss of certifications, authorizations, or approvals required for the manufacture, supply, or use of the Deliverables;

(d) Any act or omission of Supplier that materially and demonstrably harms, or creates a substantiated risk of harm to, Expleo's business, Customers, or regulatory compliance;

(e) Termination or cancellation of the Customer contract for which the Deliverables were intended, provided that where such termination is not due to Supplier's fault, Expleo gives Supplier written notice in accordance with Section 11.2.

11.2 Termination for Convenience. Unless otherwise stated in the Order, Expleo may terminate the Order, in whole or in part, for convenience, including in the event of cancellation or termination of the underlying Customer contract, by giving the Supplier not less than fifteen (15) Days' prior written notice. Upon such termination, Supplier shall:

- (i) immediately cease performance;
- (ii) provide an accurate inventory of work in progress;
- (iii) deliver all finished Deliverables and work-in-progress to Expleo as instructed; and
- (iv) submit a final invoice limited solely to properly documented work completed up to the termination date, with no right to further compensation, damages, or loss of earnings.

11.3 Termination for Insolvency or Legal Impairment. Either Party may terminate the Order with immediate effect upon written notice if the other Party:

- (a) enters into bankruptcy, liquidation, or judicial reorganization;
- (b) becomes unable to pay its debts as they fall due;
- (c) is subject to any enforcement or seizure of assets which threatens performance of its contractual obligations.

11.4 Effects of Termination. Upon termination of the Order for any reason:

- (a) Supplier shall promptly return or destroy, at Expleo's discretion, all Confidential Information, tools, or materials belonging to Expleo;
- (b) Expleo shall be entitled to recover any amounts already paid to the Supplier for undelivered or rejected Deliverables;
- (c) Expleo may complete the Deliverables or procure substitute performance from a third party, at Supplier's cost and risk;
- (d) Termination shall not affect Expleo's right to claim damages, penalties, or indemnification under the Order.

11.5 Survival. The following clauses shall survive termination of the Order: Intellectual Property, Confidentiality, Warranties, Liability, Data Protection, Export Control, Insurance, and any other provisions that by their nature are intended to remain in force.

12. CONFIDENTIALITY AND ADVERTISING

12.1 Confidentiality Obligations. The Supplier shall keep strictly confidential, and shall not disclose to any third party, any confidential or proprietary information ("Confidential Information") received from Expleo in connection with the negotiation, execution, or performance of the Order.

(a) This obligation applies during the term of the Order and for a period of ten (10) years after its termination or cancellation, unless a longer period is required by applicable law.

(b) Supplier shall not use Confidential Information for any purpose other than the proper performance of its obligations under the Order.

(c) Confidential Information shall be disclosed only to Supplier's employees or approved subcontractors who have a strict need-to-know and are bound by equivalent confidentiality obligations.

(d) Supplier shall be fully liable for any breach of confidentiality by its employees, subcontractors, agents, or other representatives.

12.2 Exclusions. Confidential Information shall not include information that:

- (i) is or becomes publicly available through no breach of this Section;
- (ii) is lawfully obtained by Supplier from a third party without confidentiality obligation;
- (iii) is independently developed by Supplier without use of Expleo's Confidential Information;
- (iv) is required to be disclosed by law or court order, provided that Supplier gives Expleo prompt notice and cooperates in obtaining protective measures.

12.3 Protection of Tools and Trade Secrets. All technical documents, drawings, models, templates, prototypes, software, data or materials provided by Expleo shall be treated as Expleo's trade secrets, protected from unauthorized access, duplication, dissemination, or reverse engineering. Duplication is permitted only as required for internal use in the performance of the Order.

12.4 Return or Destruction of Confidential Information. Upon termination or upon Expleo's request, Supplier shall promptly return or securely destroy all Confidential Information, including any copies or derivatives thereof, and certify in writing such destruction.

12.5 Advertising and Publicity. Supplier shall not make any public announcement, press release, reference to Expleo, use of Expleo's name, trademarks, logos or any information relating to the Order or the Deliverables in any form of advertising, promotion, marketing, or media without Expleo's prior written consent.

13. ETHICS AND LEGAL COMPLIANCE

13.1 Compliance with Laws and Regulations. Supplier shall comply, and shall ensure that its employees, agents, and subcontractors comply, with all applicable laws, regulations, and standards relevant to the performance of the Order, including but not limited to those governing:

- (i) prohibition of child labor, forced labor, and human trafficking;
 - (ii) equal opportunity, non-discrimination, workplace dignity, and prevention of harassment;
 - (iii) anti-corruption, anti-bribery, fraud, illegal influence, embezzlement, money laundering, and fair and accurate accounting and reporting;
 - (iv) health and safety at work, including safe use of facilities, tools, and equipment;
 - (v) environmental protection and waste management (as applicable);
 - (vi) competition/antitrust laws;
 - (vii) data protection, privacy, and cybersecurity obligations;
 - (viii) intellectual property rights and protection of confidential information.
- Supplier guarantees that it will not engage in any activity that could expose Expleo to civil, criminal, or regulatory liability.

13.2 Anti-Corruption and Bribery. Supplier shall comply with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, the French Sapin II law, and other equivalent national and international legislation. In particular, Supplier shall not:

(a) offer, promise, authorize, or provide any undue advantage or anything of value to any third party for the purpose of influencing business decisions improperly;

(b) solicit, accept, or receive any bribe or improper benefit from third parties in connection with the Order;

(c) falsify accounting records or conceal unlawful payments.

Any breach of this clause entitles Expleo to immediately terminate the Order and claim full indemnification for any resulting loss or damage.

13.3 Supplier Code of Conduct. Supplier agrees to comply with Expleo's Supplier Code of Conduct, as communicated to Supplier, and guarantees that its subcontractors also comply. Expleo may update the Supplier Code of Conduct, and Supplier shall ensure continued compliance.

13.4 Audit Rights. Expleo reserves the right to conduct or delegate audits of Supplier's systems, policies, records, and personnel, with reasonable notice, to verify compliance with this Section. Supplier shall cooperate fully and promptly. Non-cooperation shall be considered a material breach.

13.5 Consequences of Breach. In the event of suspected or proven breach of this Section, Expleo may, at its discretion:

- (i) suspend performance and payments;
- (ii) terminate the Order with immediate effect, without liability;
- (iii) seek full indemnification for any resulting penalties, costs, losses, or damages;
- (iv) remove Supplier from approved vendor lists or future opportunities.

14. INTELLECTUAL AND INDUSTRIAL PROPERTY

14.1 Tools. The tools and specific goods provided for the performance of the Order ("Tools"), either directly by Expleo to the Supplier or produced by the Supplier on behalf of Expleo and at its cost, in whole or in part, are and shall remain the exclusive property of Expleo and shall bear a permanent mark indicating such ownership. Unless otherwise agreed in writing by Expleo, such Tools shall be used exclusively for the performance of the Order and shall not be copied, adapted, reverse-engineered, or otherwise exploited for any purpose other than the performance of the Order. Supplier shall return such Tools to Expleo upon simple request, without being entitled to invoke any lien, retention right, or set-off. The Supplier shall maintain the Tools in proper working condition as required for the performance of the Order and shall be liable for any loss or damage thereto, other than normal wear and tear.

14.2 Background IP Rights. Each Party shall retain sole ownership of its background knowledge, including but not limited to know-how, methods, processes, algorithms, specifications, software, data, and intellectual property rights owned or controlled prior to the Order or developed independently of its performance ("Background IPR"), including any modifications, updates, enhancements, derivatives or other improvements developed independently of the Order or prior to it ("Improvements"). Where Expleo requires access to Supplier's Background IPR to use or exploit the Deliverables or Results, the Supplier grants Expleo a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, fully paid-up and royalty-free license to such Background IPR and Improvements, to the extent necessary for Expleo and its Customers to use, integrate, maintain, support, or commercialise the Deliverables or Results.

14.3 Foreground Rights. Expleo shall own all rights, titles, and interests in and to all deliverables, works, developments, studies, software, inventions, materials, information, data, know-how, and results created, developed or obtained by the Supplier, alone or jointly, in performing the Order ("Results"). If, under applicable law, ownership of the Results vests by default in the Supplier, the Supplier hereby irrevocably assigns, at no cost, all such rights, titles and interests in the Results to Expleo, including the exclusive right to exploit, reproduce, adapt, modify, integrate, commercialise and sublicense such Results worldwide, for the entire statutory duration of protection, without limitation or restriction. This includes all exploitation rights in both source and object formats, including the right to register property rights. The Supplier shall cause its personnel, contributors and subcontractors to execute all required assignments and waive all moral rights to the extent permitted by law.

For the avoidance of doubt, this assignment shall not extend to Supplier's pre-existing know-how, tools, or generic methodologies, provided that Supplier grants Expleo a licence sufficient for use of the Deliverables.

14.4 Open-Source and Third-Party Components. The Supplier represents and warrants that no open-source or third-party components are included in the Deliverables or Results in a manner that creates any copyright, disclosure, attribution, or other restriction, unless expressly approved in writing by Expleo in advance. Where authorised by Expleo, the Supplier shall maintain complete, dated, and traceable documentation demonstrating the origin, authorship, development process, and ownership of all components included in the Deliverables or Results and shall provide such documentation to Expleo upon request. The Supplier shall be solely responsible for obtaining and maintaining all necessary third-party licences required for the Deliverables or Results and shall indemnify Expleo for any failure to do so.

14.5 Joint or Expleo-Developed Results. Any Results that are developed jointly with the Supplier ("Joint Results") or solely by Expleo ("Expleo-developed Results") shall be owned exclusively by Expleo, unless expressly agreed otherwise in writing with the Supplier. Such Joint Results and/or Expleo-Developed Results, including any components, modules or derivatives thereof, shall not be supplied, licensed, disclosed, or made available to any third party without Expleo's prior written consent. For research or development work performed under the Order, Expleo shall have an exclusive, unrestricted, irrevocable, sublicensable and transferable right to use and exploit all such Results, including drawings, electronic documents, software, and technical documentation — without limitation as to territory, duration, scope of use, or purpose of use.

14.6 Transfer of Ownership and Risk. Ownership of intellectual property, Results, and service-based deliverables shall transfer to Expleo automatically upon creation or completion by the Supplier. Ownership of physical Products shall transfer to Expleo upon Acceptance, which may occur at the Supplier's premises and is independent of payment. The transfer of risks is governed by Section 4.9, unless otherwise specified in the Order.

14.7 Infringement. The Supplier shall indemnify and hold harmless Expleo and/or its Customers from any and all third-party claims, actions, losses, damages, liabilities, penalties, and costs (including legal fees) arising from actual or alleged infringement, misuse, unfair competition, forgery, or parasitism related to the use, manufacture, or exploitation of the Products or Results under the Order. In such case, and without prejudice to Expleo's other rights or remedies, the Supplier shall, at its own cost and without delay, subject to Expleo's prior written approval, either:

- (i) secure for Expleo and/or its Customers the continued and unrestricted use of the affected items; or
- (ii) modify or replace the affected items with non-infringing equivalents that fully preserve the intended functionalities;
- (iii) implement any other corrective measure required by Expleo to eliminate the infringement and preserve the intended use, performance, integration, and commercial exploitation of the affected items.

All remediation actions shall be carried out without any degradation, delay, limitation, additional cost, or adverse impact for Expleo and/or its Customers, unless expressly authorised in writing by Expleo. The Supplier shall fully cooperate with Expleo in the defence, investigation, and resolution of any infringement claim, including providing all documents, technical materials, source files, specifications, or other information requested by Expleo without delay.

The Supplier's indemnification obligations under this clause shall survive termination or expiry of the Order in accordance with applicable statutory limitation periods.

15. EXPORT CONTROL

15.1 Compliance Obligation. Supplier shall comply with all applicable import and export control laws and regulations of:

- (i) the country of Supplier's registration or operation; and
 - (ii) any country to which the Deliverables are shipped or used (hereinafter collectively referred to as the "Export Control Regulations").
- Compliance with Export Control Regulations constitutes a material and essential contractual obligation of the Supplier under the Order.

15.2 Supplier Responsibilities Prior to Delivery. Supplier shall:

- (a) identify prior to performance of the Order whether any Products, Services, Software, components, or related technology are subject to Export Control Regulations;
- (b) promptly notify Expleo in writing of any change in applicable Export Control Regulations affecting the Deliverables or their use;
- (c) provide Expleo, upon request, with all necessary documentation and information to verify compliance with Export Control Regulations;
- (d) notify Expleo in the event Supplier requires any support or documentation from Expleo to comply with Export Control Regulations.

15.3 Licenses and Authorizations. Where any Deliverables are subject to export or import licensing requirements, Supplier shall, at its sole cost and without impacting delivery deadlines:

- (a) obtain and maintain all required official governmental authorizations, approvals, and licenses; and
- (b) ensure that such licenses cover end-use and end-users designated by Expleo.

Supplier shall make every effort to secure licenses in time to allow Expleo to meet any downstream commitments to its Customer. Supplier shall clearly state on all delivery notes and invoices the applicable export classifications of the Deliverables.

15.4 Documentation for International Shipments. For cross-border shipments, Supplier shall include all required customs and trade documentation, including:

- (a) customs valuation invoice and master packing slip;
- (b) export and import licenses, where applicable;
- (c) certificates of origin and any USMCA or other applicable free-trade agreement documentation;
- (d) any additional documents requested by Expleo or Expleo's Customer to support import, export, customs clearance, or trade credit claims.

Supplier warrants that all such documentation shall be accurate, true, and complete. No Deliverables shall be deemed delivered under the Order unless all such documentation - including any operating or maintenance documentation, technical data, or software - has been fully delivered.

15.5 Regulatory Changes. If any change in Export Control Regulations impacts Supplier's ability to perform the Order, Supplier shall promptly notify Expleo and, at Expleo's sole option and at no extra cost to Expleo, either: (i) obtain all necessary revised or supplemental licenses, approvals, or exemptions from competent authorities; or (ii) substitute or modify the relevant Deliverables, technology, or data in order to ensure continued compliance, without any adverse impact on functionality or performance requirements under the Order.

15.6 The Supplier declares that it is not a Sanctioned Person or located in a comprehensive embargoed country according to Sanctions and Export Regulations at the time of signing this document and undertakes to comply with these conditions. Furthermore, in the event that the Supplier becomes subject to international sanctions, they shall inform Expleo as soon as possible. In such event, Expleo shall be entitled to terminate the affected Purchase Order or Agreement with immediate effect and without liability, without prejudice to any other rights or remedies.

16. PROCESSING OF PERSONAL DATA

16.1 Commitment to Data Protection. Expleo places great value on the protection of privacy and is committed to ensuring the security of personal data entrusted to it. Supplier is expected to demonstrate a similar commitment to respecting the rights of data subjects and ensuring the protection of personal data processed in connection with the Order.

16.2 The Parties agree that the processing of personal data in connection with the Order is governed by the Expleo Data Processing Agreement for Suppliers, in the version in force at the date of the Order, available at <https://expleo.com/DP/Data-Processing-Agreement-Supplier.pdf> (<https://expleo.com/DP/Data-Processing-Agreement-Supplier.pdf>) and provided to the Supplier upon request, which is incorporated into and forms part of these Terms. Expleo shall notify the Supplier of any material amendment, which shall apply to Orders issued after such notification.

17. SUSTAINABILITY, CSR AND ESG COMPLIANCE

17.1 Environmental, Health, and Safety Compliance

(a) Supplier shall comply with all applicable environmental, occupational health, hygiene, and safety laws and regulations, including but not limited to:

- (i) Directives on hazardous substances, waste management, recycling, and emissions such as RoHS, REACH, WEEE;
 - (ii) Regulations governing the safe handling, disposal, and transit of dangerous goods;
 - (iii) Applicable national and international norms relating to sustainability, decarbonization, and energy efficiency, including alignment with EU environmental frameworks such as the European Green Deal or equivalent.
- (b) Deliverables shall meet safety, accident prevention, and environmental protection standards applicable to their nature, use, and destination, including requirements for hazardous substance handling, safe disposal, electromagnetic safety, and eco-design.

(c) Supplier shall:

- (i) promptly notify Expleo in writing of any incident, defect, or regulatory non-compliance related to environmental, health or safety matters which may impact the Deliverables or their use;
- (ii) notify Expleo immediately of any change in regulations applicable to the Deliverables;
- (iii) remain fully liable for any consequences of non-compliance by itself or its subcontractors, including damages caused to Expleo or third parties.

(d) Where Deliverables include work performed at Expleo's or Customer's premises, Supplier shall:

- (i) comply with all applicable workplace safety rules, internal site regulations, and risk prevention plans;
- (ii) take all necessary measures to protect the health and safety of its personnel, Expleo and Customer personnel, and any other onsite person;
- (iii) promptly inform Expleo of updates required to safety plans or internal rules;
- (iv) ensure its personnel possess all required technical, medical and administrative authorizations needed for site access and safe performance.

17.2 Social Responsibility and Lawful Employment

(a) Supplier shall ensure that all persons performing work under the Order are lawfully employed in accordance with applicable labor, social security, and immigration laws. This includes compliance with:

- (i) anti-concealed work provisions;
 - (ii) lawful employment of foreign workers;
 - (iii) posting of employees regulations and related requirements.
- (b) Where foreign or posted workers are used, Supplier shall provide Expleo, upon request and where required by law:
- (i) certificates of social security compliance;
 - (ii) employee posting declarations and related evidence (e.g., A1 certificates or equivalents);
 - (iii) designation of a legal representative to act as liaison with relevant authorities.

(c) Supplier shall maintain and provide, at Expleo's request, a named list of personnel and subcontractors assigned to perform the Order at Expleo or Customer sites, to ensure compliance with legal and union obligations.

(d) Supplier's personnel and subcontractors shall hold all technical, normative, and administrative authorizations necessary for the full completion of the Deliverables and shall provide proof thereof upon Expleo's request.

17.3 Corporate Social Responsibility (CSR) and Ethical Conduct

(a) Supplier acknowledges Expleo's commitments under its CSR and ESG framework and agrees to comply with Expleo's Supplier Code of Conduct, available on Expleo's website.

(b) Supplier shall conduct its business in accordance with internationally recognized standards and conventions relating to:

- (i) human rights and fundamental freedoms;
- (ii) prohibition of forced labor, child labor, and modern slavery;
- (iii) non-discrimination and equal treatment;
- (iv) fair wages, working hours, and safe working conditions;
- (v) anti-corruption, anti-bribery, and fraud-prevention standards;
- (vi) responsible sourcing and traceability of raw materials, including conflict minerals.

(c) Supplier shall ensure that applicable CSR obligations are implemented across its supply chain and shall monitor compliance by subcontractors and suppliers.

17.4 ESG and CSRD Obligations

(a) Supplier shall implement and maintain Environmental, Social, and Governance (ESG) practices aligned with Expleo's sustainability framework and the requirements of any applicable ESG reporting obligations, including the Corporate Sustainability Reporting Directive (CSRD).

(b) Supplier shall:

- (i) adopt sustainable resource and energy management processes;

(ii) measure, monitor, and where feasible, reduce its environmental footprint, including greenhouse gas emissions;

(iii) implement circular economy principles, waste reduction measures, and protection of biodiversity.

17.5 Monitoring, Audit, and Remediation

(a) Expleo reserves the right, with reasonable notice, to:

- (i) request documentation demonstrating Supplier's compliance with its obligations under this Section;
 - (ii) conduct or have third parties conduct audits, assessments, or onsite verifications of environmental, social, health, safety, and ethical practices at Supplier's or its subcontractors' facilities.
- (b) Supplier shall cooperate fully and implement corrective actions within a reasonable timeframe, as requested by Expleo.
- (c) Any breach of this Section shall constitute a material breach of the Order, entitling Expleo to:
- (i) suspend performance or payments until compliance is restored;
 - (ii) terminate the Order with immediate effect, without liability;
 - (iii) recover all damages, costs, or penalties incurred as a result of the breach.

18. CYBERSECURITY

18.1 Compliance with Standards. Supplier shall implement and maintain appropriate technical and organizational cybersecurity measures in accordance with industry best practices, including, where applicable, ISO/IEC 27001, NIST, CIS, or equivalent cybersecurity frameworks.

18.2 Protection of Systems and Data. Supplier shall ensure that all systems, software, tools, and devices used in connection with the performance of this Order are protected against unauthorized access, malware, vulnerabilities, and other cybersecurity threats.

Supplier shall:

- (i) Maintain up-to-date security patches and anti-malware controls;
- (ii) Implement strong access controls, encryption in transit and at rest, and network monitoring;
- (iii) Ensure secure configuration of systems and least privilege principle for access rights.

18.3 Cyber Incidents. Supplier must immediately notify Expleo (within 24 hours) of any confirmed or suspected cybersecurity incident that may impact:

- (i) Expleo's data or systems,
- (ii) Deliverables provided under the Order,
- (iii) Supplier's ability to perform its obligations.

Supplier shall take all necessary corrective actions at its cost and cooperate fully with Expleo in responding to and resolving the incident, including providing access to logs, reports, and forensic analysis.

18.4 Third-Party and Supply Chain Cybersecurity. Supplier shall ensure that any subcontractors or third parties used in performance of the Order implement cybersecurity protections that are no less stringent than those required hereunder.

18.5 Right to Audit. Expleo reserves the right, upon reasonable notice, to perform or request third-party cybersecurity assessments or audits of Supplier's IT systems, processes, or controls relevant to the Order.

19. TRANSFER OF THE CONTRACT AND SUBCONTRACTING

19.1 Supplier Assignment and Subcontracting. The Supplier shall not, whether directly or indirectly, in whole or in part, sell, assign, transfer, or subcontract its rights or obligations under the Order, whether for free or for consideration, without Expleo's prior written consent. Any attempted assignment or subcontracting in violation of this clause shall entitle Expleo, at its sole discretion, to cancel the Order with immediate effect and to exercise all applicable remedies, including activation of the Supplier's liability.

19.2 Expleo Transfer Rights. Expleo may, at any time and without the Supplier's consent, assign or transfer all or part of its rights or obligations under the Order to any third party, including its Affiliates or Customer.

20. APPLICABLE LAW AND JURISDICTION

20.1 Language of the Terms. In the event of any conflict or inconsistency between the English version of these Terms and any translated version, the English version shall prevail.

20.2 Governing Law and Venue. Any dispute or claim arising from or relating to the Order, these Terms and/or their performance or breach shall be governed and interpreted as follows:

(a) If Expleo is registered in the United States, the Order shall be governed by the laws of the U.S. State where Expleo is registered (excluding its conflict of laws principles) and resolved exclusively in the federal or state courts located in such State. Each Party hereby irrevocably waives any objection to such venue or jurisdiction.

(b) If Expleo is located outside the United States, the Order shall be governed by the laws of the country where Expleo has its registered office, and all disputes arising out of or in connection with the Order shall be exclusively submitted to the competent courts of the city where Expleo is registered.

21. INDEPENDENT CONTRACTORS

21.1 Independent Contractors. The Parties are independent contractors. Nothing in the Order or these Terms shall be construed to create any partnership, joint venture, agency, employment, or fiduciary relationship between the Parties. Neither Party has authority to bind the other or to incur any obligation on behalf of the other.

21.2 No Representations or Warranties by Supplier. Without prejudice to the foregoing, Supplier shall not make any representations, warranties, or commitments on behalf of Expleo to any third party without Expleo's prior written consent.

21.3 Economic Independence. Supplier remains solely responsible for its commercial strategy and confirms that performance of the Order shall not create a situation of economic dependence or exclusivity. Supplier waives any right to claim loss of revenue, goodwill, or dependency as a result of Order performance or termination.

22. ASSOCIATED DOCUMENTS. PRIORITY OF DOCUMENTS

22.1 The following documents, as applicable, form an integral part of this Order (the "Associated Documents"):

- (a) the Service Level Agreement ("SLA"),
- (b) the Data Processing Agreement ("DPA"),
- (c) the Supplier Code of Conduct,
- (d) any Specifications, Technical Requirements or Statements of Work,
- (e) any other document expressly referred to in the Order.

22.2 Supplier agrees, without limitation or reservation, to comply with all obligations set forth in the Associated Documents, which are binding upon Supplier as if fully set out in these Terms.

22.3 In the event of a conflict between:

(a) the main body of the Order; (b) these Terms and Conditions, and (c) any Associated Document, the following order of precedence shall apply:

(i) The Order (including any specific conditions); (ii) These Terms and Conditions; (iii) The Associated Documents; (iv) Any other referenced document (unless expressly agreed otherwise in writing).

Where these Terms are incorporated under a master or framework agreement, the order of precedence set out in that agreement prevails over this Section 22.3.

22.4 Any breach of the obligations set out in the Associated Documents shall constitute a material breach of the Order, entitling Expleo to exercise its rights under Clause 11 (Termination) and to claim all resulting damages.

23. MISCELLANEOUS

23.1 Severability. If any provision of these Terms is found to be void or unenforceable by a competent authority, such provision shall be ineffective only to the extent of such unenforceability without affecting the validity of the remaining provisions, which shall remain in full force and effect.

23.2 Waiver. No failure or delay by either Party in enforcing any provision of these Terms shall be construed as a waiver of that provision or any other rights hereunder. Any waiver shall be valid only if agreed in writing.

23.3 Authority to Sign. Each individual signing the Order on behalf of a Party represents and warrants that he or she is duly authorized to bind such Party to the terms of the Order and these Terms.