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| <b>GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCs)</b> |
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## ARTICLE 0 – DEFINITIONS

These General Terms and Conditions of Purchase of Supply are hereinafter referred to as the GTCs. In these, the following terms mean:

**Sanctions Authority:** any authority: (a) from the United States; or (b) from the European Union; or (c) from the Republic of France competent to adopt, administer, implement and enforce Laws and Regulations governing Sanctions.

**Purchase Order** or **Order:** paper or electronic document (in the context of paperless transactions) by which the Customer orders the Supply from the Supplier.

In particular, it includes:

- the name, item code, price of the Supply, date and place of delivery, quantity;
- identification elements specific to the Customer;
- the Contract reference.

**Customer:** any TEAL MOBILITY entity stated in the Contract.

**Contract:** all contractual documents, including any amendments thereto, which govern the relationships between the Supplier and the Customer relating to the Supply. In particular, in descending order of priority, the Contract includes:

- (b) the Purchase Order,
- (c) where applicable, the special terms and conditions and their annexes,
- (d) the GTCs and appendix(ces),
- (e) where applicable, the documents drawn up by the Supplier, which the Customer expressly agrees to incorporate into the Contract.

**Compliance** or **Compliant:** the Supply's compliance is assessed with regard to:

- the specifications provided and/or approved by the Customer and/or the results described in the Contract, and
- other stipulations set out in the Contract, and
- best practices, and
- legal provisions.

**Control:** directly or indirectly holding more than fifty (50%) of the voting rights or share capital; and a **"Change of Control"** means any acquisition, disposal, merger or other transaction which has the effect of directly or indirectly changing the Party's Control. The verb **"to Control"** and the term **"Controlled"** will be interpreted accordingly.

**Force Majeure:** the actual occurrence of acts or events which is, as stipulated by Article 1218 of the Civil Code and by French case law:

- a. unforeseeable,
- b. insurmountable,
- c. outside the control of the Party invoking it, and which
- d. prevents this Party from performing its obligations under the Contract (in whole or in part).

Provided that these criteria are met, Force Majeure includes events such as disasters (epidemic, tidal wave, lightning, earthquake, hurricane, flood); wars (whether declared or not), riots (other than among the Supplier's staff or the Customer's staff), civil or military riots, all Applicable Laws (with the exception of Laws and Regulations governing Sanctions enacted after the date when the Contract

enters into force which will be deemed unforeseeable) and the acts of any court, government or governmental authority or any representative thereof.

Strikes only constitute Force Majeure if there is no way of remedying the delay (change of subcontractor, etc.) or of making up for it (overtime, etc.).

In order to be taken into consideration, instances of Force Majeure must be immediately brought to the attention of the Customer and confirmed in writing within 5 working days with all the appropriate documentary evidence stating the impact on the current Order.

A Supplier who is prevented by Force Majeure from resuming performance of all or part of its obligations under the Contract, must take all useful measures to ensure that normal performance of the contractual obligations affected by Force Majeure resumes as soon as possible.

**Supplier:** the legal or natural person(s) selected by the Customer to perform the Contract.

**Supply:** any good, product, material or service, including, where applicable, associated documents and ancillary services as defined in the Contract. The products must be accompanied by the documentation required for their correct use, storage and maintenance.

The services must be compliant with best practices as well as with the laws, specifications, standards and special provisions in force in the countries in question for the fulfilment of the Order. During the fulfilment of the Order, the Supplier undertakes to comply with the regulations in force.

**Supplier Group:** the Supplier and any Affiliated Company and any member of their respective staff or of their Subcontractors.

**Sanctions List:** any list of persons or entities subject to sanctions and whose assets have been frozen and administered by the *Office of Foreign Assets Control* of the U.S. Treasury Department (lists of named nationals or persons), the European Union (consolidated list of natural persons, groups and entities subject to financial sanctions) or the French Republic, as amended, supplemented or replaced, where appropriate.

**Applicable Laws:** all laws, ordinances, rules, regulations, orders, decrees and acts of the same nature, emanating from a governmental, federal, national or local authority or from any other authority or agency having jurisdiction over the Parties or any one of them, the Supplies, the Supplier's equipment and the site and which are applicable or likely to become applicable, including Laws and Regulations governing Sanctions.

**Sanctions Laws and Regulations:** any applicable laws, regulations, embargoes or other restrictive measures relating to economic, financial, export control or trade sanctions adopted, administered, implemented and/or enforced by a Sanctions Authority or competent agency.

**Sanctioned Obligation** is defined in Article 22.3.

**Party or Parties:** in the context of the Contract, means the Customer and/or the Supplier, collectively or individually.

**Affected Party** is defined in Article 22.3.

**Sanctioned Person:** any natural or legal person that is directly or indirectly owned or controlled (if control is exercised in accordance with Sanctions Laws and Regulations) in the amount of 50% or more by a party on a Sanctions List.

**Affiliated Company:** for a given entity, refers to any other legal entity which, directly or indirectly, Controls or is Controlled by an entity which Controls a Party.

**Subcontractor:** the legal or natural person(s) to whom the Supplier entrusts the performance of all or part of the Supply.

**TEAL MOBILITY** refers to the simplified public limited company registered in the Nanterre Trade and Companies Register under number 984 447 136 as well as all entities in which TEAL MOBILITY directly or indirectly holds more than 50% of the share capital or voting rights.

## **ARTICLE 1 – CONTRACTUAL DOCUMENTS**

After negotiation, the Parties have agreed that the Contract constitutes the agreement of the Parties and as such takes precedence over all other conditions and stipulations contained in the Parties' invoices and other documents and applies insofar as no legal provision precludes it.

Verbal commitments and agreements shall have no effect as long as they have not been the subject of a written agreement between the Parties. The Customer declines any liability relating to the performance of a verbal request by the Supplier or an amendment made orally to the Contract. The Supplier may propose duly identified modifications or additions to the GTCs. Any amendments or additions to the GTCs drawn up by the Supplier must be expressly sent in writing at the same time as its response to consultation with the Customer. In the absence of amendments or additions that have been drawn up, the Supplier's response without reservation, or the commencement of performance or delivery of the Supply, without reservation on the part of the Supplier, shall constitute acceptance of the GTCs. Amendments to and derogations from these GTCs apply only if they have been the subject of a written agreement between the Parties and are valid only for the Contract in question without the Supplier being able to rely on them for other contracts.

The Contract constitutes all of the commitments made by the Parties. It cancels and replaces all previous exchanges, commitments and agreements relating to the Supply.

## **ARTICLE 2 – ACCEPTANCE OF THE CONTRACT AND PAPERLESS TRANSACTIONS**

### **2.1 GENERAL PROVISIONS**

All Contracts must be made in writing. This gives rise to the issuance of a Purchase Order.

The Supplier shall acknowledge receipt of the Purchase Order within seven (7) calendar days from the date of dispatch of the Purchase Order. If the Customer does not receive an acknowledgement of receipt within that period, the Customer has a period of seven (7) calendar days to notify the Supplier of its decision to cancel the Purchase Order without compensation.

Acceptance of each Order constitutes formal acceptance of these GTCs, as well as of all the provisions set out in the Order. Such acceptance does not involve any exclusivity in favour of the Supplier.

Before confirming receipt of these GTCs, the Supplier must ensure that it is actually in possession of them. Otherwise, it must request them from the Customer without delay. By acknowledging receipt of the Order, the Supplier acknowledges having duly received the GTCs.

### **2.2 PAPERLESS TRANSACTIONS**

#### **2.2.1 General principles**

If the Customer and the Supplier so provide in the special conditions of the Contract, their commercial transactions for the purchase of the Supply shall be paperless in whole or in part, either using an electronic marketplace (hereinafter referred to as "Marketplace") to which the Parties must be

contractually bound, or using any other electronic tool. The conditions for the use of these paperless transactions will be specified in the special terms and conditions.

This system of paperless transactions, based on the issuance of an electronic Purchase Order, does not deprive the Customer of the use of any other non-paperless means of purchase.

All the provisions of the Contract apply to paperless transactions.

#### **2.2.2 Proof of paperless transactions**

Where transactions are paperless, the Parties make informed technical choices (or have accepted the technical choices of the Marketplace, agreeing to adhere to them) in order to ensure the identification, integrity and, in general, the security of all the messages they exchange. In particular, the electronic Purchase Order and the electronic notification of acceptance of the electronic Purchase Order constitute a digital signature which has the same value for the Parties as a handwritten signature and constitutes proof of the Purchase Order and its acceptance by the Supplier.

Thus, unless stipulated otherwise in the Contract, it is agreed between the Parties that the computerised registers, kept in the Customer's computer systems under good security conditions, will be considered as proof of all electronic messages exchanged between the Parties and, where applicable, payments made. In particular, if a date or time limit is set, only the timestamping system of the Customer's computer systems shall be deemed authentic.

The Parties thus expressly waive the right to question the appropriateness of these choices or on this basis to challenge a contracted obligation following an exchange of electronic messages, stored under the conditions defined above.

### **ARTICLE 3 – CHANGES TO THE SUPPLY**

The Customer may request in writing that the Supplier makes changes to the Supply initially defined in the Contract. Depending on the nature of the proposed change, the Customer shall consult the Supplier in advance to obtain its advice on the impact of this change request.

The Supplier shall inform the Customer as soon as possible, and no later than within seven (7) calendar days of the Customer's request, of the new delivery date, the variation in costs and more generally of any other impact on the Contract resulting directly from these changes. The Supplier will only implement the changes in question after signing an amendment or, at the very least, obtaining the prior written consent of the Customer to its quote and the consequent cost variation.

### **ARTICLE 4 – DELIVERY**

#### **4.1 TERMS OF DELIVERY**

The Products are prepared, packaged, transported and delivered under the full responsibility of the Supplier.

It is up to the Supplier to take out at its own expense the insurance policies covering, in particular, the transport and the transported products, ensuring that these products are insured for their replacement value.

All deliveries shall be made in accordance with the reference to Incoterms or other delivery terms provided for in the Contract. In the absence of an indication in the Contract, deliveries are made "delivered duty paid - place of destination" (DDP), in accordance with the latest edition of Incoterms,

at the agreed place, during working days and at the usual working hours defined in the Contract, for the attention of the contact person informed.

The set delivery date is indicated in the Order. Acceptance of the Order constitutes an irrevocable commitment on the part of the Supplier to the contractual delivery date, which constitutes an essential element of the Order.

The place of delivery is the one that appears on the Purchase Order stating the complete reference for the Order.

The Customer may change the place of delivery by simple written notification to the Supplier before the scheduled date of dispatch of the Supply. Any partial delivery must be the subject of a prior written agreement by the Customer.

Unless specifically instructed by the Customer, the Products may not be shipped without a shipping order from the Customer.

The Customer reserves the right to refuse a delivery not included on the Order. Any return of excess goods is at the Supplier's risk and expense.

#### **4.2 PACKAGING - LABELLING - MARKING**

The Supplier is responsible for the packaging, which must be appropriate for the means of transport used and the Supply being transported in accordance with the standards in force and with best practices. In all cases, the packaging must make it possible to avoid any damage likely to affect the Supply during its transport, handling and storage at the destination site. The Supply must be duly labelled and packaged, and the packages marked by the Supplier in accordance with the applicable legislation and according to the conditions specified in the Contract.

#### **4.3 COMPLIANCE WITH DEADLINES OR THE DELIVERY DATE - PENALTIES**

Compliance with deadlines or the delivery date is imperative. Where non-compliance with the delivery date or deadlines is foreseeable, the Supplier must immediately inform the Customer in writing of the importance of and reasons for the non-compliance, as well as the measures taken to limit the consequences of the possible delay to the strict minimum. In the event of non-compliance with the delivery date or deadlines provided for in the Contract (early or delayed delivery), and in the absence of written acceptance by the Customer of the new delivery date or deadline, the Customer is entitled either to return the Supply to the Supplier at the latter's expense, or to store it pending its return by the Supplier, all at the latter's risk and expense.

Deliveries prior to the date provided for in the Order and/or partial deliveries cannot be accepted without the prior consent of the Customer. In the event that delivery is made too early in relation to the stipulations of the Order and in the absence of a prior agreement with the Customer, only the delivery date indicated on the Purchase Order is taken into account for the calculation of the due date of the invoice.

Except in the event of duly substantiated instances of Force Majeure, non-compliance with delivery deadlines may give rise to the imposition of a penalty, without formal notice. Unless special provisions appear in the Order, the late penalties amount to 2% of the total amount of the Order, including VAT, per week of delay, any week started being fully due, and without the total, including VAT, exceeding 20% of the total amount of the Order.

Penalties are not considered as a lump sum compensation for the damage suffered and their payment has no discharging effect.

These penalties take the form of a penalty payment.

## **ARTICLE 5 – REGISTRATIONS, APPROVALS, AUTHORISATIONS**

The Supplier guarantees that it, its factory and/or workshop, its employees, its procedures and any Subcontractors and their employees benefit from all the legal registrations, approvals and authorisations required to perform the Contract such as, in particular, authorisations and registrations with the administrative authorities, authorisations or certifications with professional bodies. It shall provide the Customer with them before the start of performance of the Contract.

In the event that all or part of these registrations, approvals and authorisations are withdrawn from the Supplier or one of its Subcontractors, if any, or they are not renewed, it must inform the Customer immediately. The latter then has the right to terminate automatically without formal notice all or part of the Contract in accordance with Article 20.1.2.

## **ARTICLE 6 – COMBATTING UNDECLARED LABOR**

The Supplier declares on its honour that it does not use undeclared labour and that all of its employees and those of its Subcontractors are employed and declared in accordance with the applicable legislation.

It undertakes to deliver to the Customer, at the latter's request, and on the occasion of the start of performance of the work, and every six (6) months thereafter until the end of the performance of the service, the documents allowing the Customer to ensure that it does not use undeclared work, in accordance with the Employment Code.

At the Customer's request, in particular, the Supplier undertakes to deliver to the Customer:

- the certificate of submission of social security declarations issued by the social security body responsible for collecting contributions and social security contributions dated less than six months ago,
- a sworn statement on the filing of all mandatory tax declarations with the tax authorities as of the date of the statement,
- a sworn statement on the date of commencement of the service and every six months until the end of performance of the service, certifying that the work has been performed by employees regularly employed in accordance with the Labor Code.

If Subcontractors are used, the Supplier shall be responsible for obtaining from its Subcontractor(s) at the Customer's request, all the documents referred to above.

In accordance with the provisions of the Labor Code, the foreign Supplier sending employees to France undertakes to provide the Customer with a copy of its declaration of secondment, made to the labor inspectorate of the place where the service begins. This declaration shall be submitted at least fifteen (15) days before the start of the services entrusted to it by the Customer.

## **ARTICLE 7 – RECEIPT AND ACCEPTANCE OF THE SUPPLY**

The acceptance of the Supply shall be made after verification by the Customer of the Conformity of the Supply with the Contract and, where applicable, after receipt by the Customer or its representative of the sales documents, in particular the certificates for materials and drawings, and more generally of the documents provided for in the Contract. On this occasion, the Supplier shall also provide the Customer with all documents and information relating to the safety and use of the Supply.



The absence of refusal upon delivery and/or the Customer's payment for the Supply does not constitute acceptance. Any Supply without a Purchase Order will be refused, except in an emergency. Where the Supply is refused or rejected, the Customer sends a letter, obligatorily indicating the refused or rejected Supply and specifying the quantity of products/services refused or rejected, as well as the reason for the refusal or rejection. The Supply is returned to the Supplier under its responsibility and at its expense, unless the latter asks to recover them itself. A credit note, drawn up for an amount equal to the value of the refused or rejected Supply, is then sent to the Customer. In the event of refusal, and unless the Customer decides otherwise in writing, the Supply shall, at the Customer's discretion, be repaired or replaced by the Supplier no later than seven (7) calendar days following the Customer's refusal without the Supplier being able to raise any objection relating in particular to its manufacturing and/or delivery schedule. A penalty system may be agreed between the Parties if this repair or replacement time is not observed.

## **ARTICLE 8 – TRANSFER OF OWNERSHIP AND RISKS**

The transfer of ownership takes place upon delivery of the Supply, unless all or part of the payment is made before the delivery date. Where this is the case, the transfer of ownership occurs in advance as soon as the Supply becomes identifiable. The Supplier then undertakes on behalf of the Customer to individualise the Supply deliverable in performance of the Contract as and when it is manufactured, so that it cannot be confused with its own stocks or other supplies deliverable to other customers. It undertakes to require its Subcontractors to do the same.

The Supplier waives the right to invoke any retention of title clause not expressly accepted by the Customer. It guarantees that the chain of its suppliers and Subcontractors likewise waives this right.

Unless stipulated otherwise in the Contract, in all cases the transfer of risks takes place upon receipt of the Supply by the Customer without reservation, as provided for in Article 7 of these GTCs.

## **ARTICLE 9 – PRICES**

Unless stated otherwise in the Contract, the prices indicated in the Contract are fixed, lump-sum and non-revisable, and in particular include all costs incurred for manufacture, packaging (prior inspection during packaging, packaging of the Supply (in the case of products) required for effective preservation during storage, packaging of products suitable for transport) and packing, loading, transport to the place of delivery, unloading and commissioning. They do not include VAT.

The Supplier shall bear all costs relating to duties, taxes, fees and levies for which it is liable.

## **ARTICLE 10 – INVOICING AND TERMS OF PAYMENT**

Unless stipulated otherwise in the Contract, invoices shall be drawn up in duplicate by the Supplier, in accordance with the legal provisions and those of the Contract, in the name of the Customer and sent to the address indicated on the Purchase Order, stating the references in the Contract and Purchase Order, the full references of the Supply, the name of the product/service, the numbers and dates of the delivery notes to which they relate, as well as the name of the person who placed the Order. In the absence of this information, the Customer reserves the right to refuse the invoice and to ask the Supplier to issue a new invoice.

Invoices are issued in the currency stipulated in the Contract.

In the event that it is agreed that the costs of certain services, such as transport, are payable separately by the Customer in relation to the price of the Supply, a detailed substantiation of these costs is to be provided to the Customer as well as the documents relating to these services.

Invoices shall be paid, unless stipulated otherwise in the Contract and provided that the Supplier has fulfilled all its contractual obligations, thirty (30) days from the end of the month in which the invoice was issued, i.e. 30 days after the end of the month in which the invoice was issued.

In the event of late payment of an uncontested invoice payable by the Customer, from the due date of the invoice the Supplier may apply interest at the rate determined as follows:

- (a) for invoices governed by the mandatory rules of French law on terms of payment, a rate equal to three times the statutory interest rate in force in France; or
- (b) for other invoices, at the average rate (for the period of the late payment) of the European Interbank Offered Rate for the last three (3) months (as published by the Banque de France) or another rate agreed between the Parties, plus one percent (1%).

The Customer reserves the right to retain any penalties that may be applicable to the payment of an invoice.

The method of payment is that indicated in the Contract, namely transfer to a bank account.

Invoices must be sent to the Customer's accounts payable according to the instructions set out in the Purchase Order.

The payment of the invoice does not affect the Customer's right to dispute in writing any charge that has been the subject of abnormally high billing.

In the event of a substantiated dispute on the part of the Customer over all or part of the invoice or the Supply, the obligation to pay the disputed sum will be suspended. The Customer shall send a note substantiating their dispute. If agreement is reached on the dispute, the Supplier will proceed to settlement of the invoice.

If a price change has been agreed, it will be set out in a separate invoice, to which documentary evidence of the calculation breakdown is attached.

Where the Supplier transfers or transmits its receivables or invoices to a factoring company, it must without exception notify the Customer in advance. Otherwise, the Supplier cannot hold the Customer liable for any harmful consequences that may result.

Unless stipulated otherwise, the Customer will not accept any partial invoicing. Any part payment by the Customer does not imply that it accepts the delivery in question.

## **ARTICLE 11 – PROTECTION OF PERSONAL DATA**

For the purposes of this article, the meaning of the terms used is defined in the applicable legislation relating to the processing of personal data, including:

- Act 78-17 of 6 January 1978 as amended on data processing, data files and individual liberties, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995, Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002, 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 (“General Data Protection Regulation”), and
- Any other future applicable legislation that may supplement or replace them.

(Hereinafter collectively referred to as “Applicable data protection legislation”).

The Parties undertake to comply with their respective obligations under the applicable data protection legislation, in particular the General Data Protection Regulation. Each Party guarantees to the other Party that it complies with the applicable data protection legislation, in particular in terms of the security and confidentiality of personal data.

The Parties undertake to implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to personal data transmitted, stored or otherwise processed, taking into account the nature of the processing, as well as the likelihood of the risk occurring and the level of seriousness in respect of the rights and freedoms of natural persons.

To perform the Contract, each Party may collect and process the personal data of employees of the other Party, or any other category of individuals relevant for the performance of the Contract, in accordance with the Order.

Each Party agrees to act as a data controller regarding the collection and processing of such personal data in connection with the provision of the services provided for in the Order.

Each Party undertakes to comply with all the requirements of the applicable data protection legislation which are imposed on the controller.

The Parties undertake to comply with this article throughout the term of the Order and beyond where the obligations set out in this article continue to apply beyond the end of this Order in accordance with the applicable data protection legislation, and in particular the obligations relating to the security and confidentiality of personal data.

## **ARTICLE 12 – WARRANTIES**

### **12.1 SUBJECT**

The Supplier undertakes to inform, advise and warn the Customer, regardless of the latter's skills or knowledge, and to inform the Customer of the nature and composition of the Supply. The Supplier will warn the Customer about the risks related to the Supply, in particular with regard to health, safety and any other risk of danger.

The Supplier guarantees that it is fully entitled to dispose of the Supply in full and that it is free of any liens. It guarantees that the Supply complies with the description, specifications and samples stated in the Contract. The Supplier also guarantees that the Supply meets the objectives indicated by the Customer and cannot rely on any potential lack of accuracy of the documents attached to the Contract.

The Supplier complies with all laws, regulations, requirements and best practices applicable to the Supply, in particular with regard to production, manufacture, repair, pricing, delivery, and recycling so that the Supply can be legally purchased, sold, used, transported or exported.

### **12.2 TERM AND SCOPE**

Unless stipulated otherwise in the Contract, the Supplier guarantees, for a period of twelve (12) months from the date of acceptance of the Supply and for a maximum of eighteen (18) months from the date of delivery of the Supply, that it will be free from any defect, flaw, contamination and abnormal wear and tear of any kind whatsoever. If the Supply proves to be defective, the Customer shall, at its discretion, request the Supplier to repair or replace the Supply. If the Supplier fails to repair or replace the Supply within seven (7) calendar days of the Customer's request, the Customer may take the necessary measures to remedy the situation itself, or have a third party remedy it. In all cases,

the Supplier shall bear all the costs resulting from any replacement and repair of the Supply and in particular the costs of travel, factory return, parts and labour, without prejudice to the Customer's other rights.

Any replacement or repair of the Supply under warranty shall give rise to a new warranty for a minimum period of twelve (12) months from the Customer's acceptance of the replaced or repaired Supply.

In addition, the Supplier remains bound by all applicable legal warranties and the warranty for hidden defects.

### **12.3 SPARE PARTS AVAILABILITY**

The Supplier guarantees the availability, at short notice, of all spare parts required for the proper functioning of the Supply, for a minimum period of ten (10) years from the date of delivery, unless stipulated otherwise in the Contract. The price applicable to these spare parts, beyond the contractual or legal warranty period, is to be agreed between the Parties.

In the absence of specifications, the Supply must be suited to its purpose and in conformity with usage.

The Supplier guarantees that, where products are concerned, the delivered Supply will be free from any apparent and/or hidden, design, construction or material flaw and/or defect. It certifies that the equipment supplied is new and conforms with the specifications of the Order. The Supplier also guarantees the proper performance of its services and the perfect delivery of the products. The Supplier shall, at the Customer's discretion, remedy at its own expense, in all diligence and in full, any defect in the Product or shall replace it without delay.

The Supplier guarantees the interchangeability of the Supply with existing equipment where it relates to products. If an interchangeability problem is identified, the Supplier undertakes, as soon as possible and entirely at its own expense, to make any modifications that may be necessary until interchangeability is achieved.

In the event that the Supplier proves unable to ensure the performance of these stipulations, the Customer reserves the right to have the necessary work carried out at the Supplier's expense or to obtain supplies from a third-party company of its choice; the resulting cost will be borne by the Supplier, which it undertakes to pay.

The Supplier may not rely on the actions of the third-party company to limit or exclude its liability under contractual warranties.

The Supplier guarantees the performance of the specification. After commissioning, performance tests shall be carried out according to the protocols specified in the Order and its annexes. If a discrepancy is found between the measured values and the guaranteed values, the Supplier undertakes, as soon as possible and entirely at its own expense, to make any modifications that may be necessary until the guaranteed values are attained.

## **ARTICLE 13 – HEALTH, SAFETY AND THE ENVIRONMENT**

### **13.1 GENERAL**

The Supplier undertakes, both for itself, its employees and any Subcontractors, to comply with and ensure compliance with all applicable laws, standards and best practices relating to health, safety, working conditions and the environment.

When delivering the Supply to the places designated by the Customer, the Supplier shall respect and ensure compliance by its employees, representatives or any Subcontractors with the rules in force at

the place designated by the Customer relating to health, safety, working conditions and the environment as well as the applicable laws and regulations in this regard.

In the event of a breach of any of these rules, the Supplier and/or any of its Subcontractors may be refused access to or continued presence at the place of delivery. Any consequences of a breach of these rules, including refusal of access to or continued presence at the place of delivery, shall be borne by the Supplier.

In the case of ancillary installation services at a Customer's site or at an installation operated by the Customer, the Supplier's personnel and/or any Subcontractors present at the site must be proficient in the official language of the site and be able to communicate, apply and enforce all the instructions, rules and procedures in force at the site.

### **13.2 SERVICE PURCHASES**

The Supplier undertakes, both for itself and any subcontractors, to comply with the health, safety and environmental provisions defined in ANNEX 3.

### **13.3 COMPLIANCE WITH REACH REGULATIONS**

If the Supply contains chemical substances that make it subject to the "REACH" Regulation (Community Regulation No 1907/2006, hereinafter referred to as the "REACH Regulation"), the Supplier guarantees that it will comply with all the obligations set out in the REACH Regulation and its subsequent amendments as well as the provisions of the Waste Directive (Directive 2008/98/EC of the European Parliament and of the Council of 19 November 2008 on waste (Waste Framework Directive, hereinafter referred to as the "WFD") and that it will ensure that its Subcontractors or suppliers comply with the same, and that it will provide evidence of this to the Customer. Any consequences of non-compliance with the REACH Regulations shall be borne by the Supplier.

In the event of discontinuation of the Supply as required by the REACH Regulation, the Supplier shall give the Customer at least six (6) months written notice of the end of the marketing period, unless longer notice is specified in the Contract.

## **ARTICLE 14 – QUALITY**

### **14.1 QUALITY CONTROLS**

The Supplier declares that it has a quality management system that, complies at least with the applicable ISO 9001 standard in force.

The Supplier's quality system shall ensure that all relevant requirements of the Purchase Order are communicated to Supplier's subcontractors. Supplier's subcontractor shall comply with the same specifications and requirements as those specified in the Purchase Order. Supplier shall take all necessary measures, including quality controls, to ensure that the Supply complies with Purchase Order.

The Supplier shall inform the Customer of any significant change in the product and/or service or process with respect to the specifications in the Purchase Order or the Quality Management System. Supplier's Quality Manager shall notify Customer's Quality Manager of the change in writing. Supplier agrees to provide product quality information as part of the change. Customer's quality assurance department will review and approve the change, if applicable.

## **14.2 TRACEABILITY**

At the written request of the Customer, the Supplier undertakes to provide the Customer with all information enabling the Customer to identify the origin, place and date of manufacture of the Supply and the items comprising it, the quality controls carried out and any other relevant information, as well as, where applicable, the serial or batch numbers.

## **ARTICLE 15 – AUDIT**

### **15.1 SUBJECT**

Provided that the Supplier is notified seven (7) calendar days in advance, the Customer or its representative shall have the right to carry out audits at the premises, those of its subcontractors or at any other location before and/or during the performance of the Contract.t.

Within the framework of the Contract or the Supply, these audits will focus on compliance with all the Supplier's obligations, whether contractual, regulatory, normative or applicable to good professional practice. The information collected may not be used for purposes other than the audit and the consequences thereof.

The audits carried out by the Customer in no way diminish the Supplier's contractual responsibility, in particular with regard to the extent of its own controls, and shall not affect the Customer's right to reject all or part of the Supply at the time of delivery. The Supplier shall provide the Customer with all necessary assistance in carrying out these audits.

### **15.2 RETENTION OF RELEVANT DOCUMENTATION AND ON-SITE INSPECTION**

In accordance with generally accepted accounting principles and practices, the Supplier agrees to retain the documents necessary to adequately reflect the accuracy of the Supplier's fees and invoices relating to the Contract as well as all other documents that the Customer deems reasonably necessary. The Supplier must retain these documents for a minimum period of three (3) years from the date of the Customer's last payment.

Upon notification by the Customer, the Supplier must allow the Customer, its agents, accountants and auditors to access its site and any information they need concerning the Contract for the purpose of verifying the Supplier's compliance with the terms of the Contract.

## **ARTICLE 16 – LIABILITY AND INSURANCE POLICIES**

### **16.1 LIABILITY**

Each Party is liable for any damage that it, its employees, servants, agents, representatives and/or Subcontractors cause to the other Party or to third parties as a result of the Supply and/or the performance of the Contract. It shall indemnify the other Party and its insurers against any damage and/or liability that this other Party may incur in this respect.

### **16.2 INSURANCE POLICIES**

The Supplier and its Subcontractors must have taken out and maintain, with a company that is unquestionably solvent, at their expense and throughout the performance of the Contract, including any extension, the following insurance policies in a valid state:

- an insurance policy covering their “operating” and “post-delivery” civil liability, for property damage, consequential loss and personal injury combined, for an amount of at least two million five hundred thousand euros (2,500,000 euros) per claim,
- a Motor Third-Party Liability insurance policy for the cars and motorised equipment used to perform the Contract,
- an insurance policy covering damage to its staff, if the Supplier is located in a country where there is no legal system of social security cover,
- as well as any insurance policy required by the applicable law and regulations.

Those insurance policies shall provide cover against all risks to which it is exposed as part of the performance of its commitments, without recourse against the Customer, its staff and/or its insurers.

Before commencing performance of the Contract, the Supplier shall provide the Customer with one or more insurance policy certificates issued by its insurer certifying the existence of the insurance policies taken out, the insured capital, the warranties, the term and renewal of the policy(ies) in accordance with the standard certificate attached to the Contract.

The insurance policy amounts indicated above do not constitute a limitation of the Supplier's liability.

The Supplier is responsible for the maintenance and repair of the tools, as well as the purchase of an insurance policy covering any damage to which they may be exposed

## **ARTICLE 17 – FORCE MAJEURE**

Neither Party has failed to fulfil its contractual obligations where their non-performance is the result of Force Majeure.

Force Majeure shall release the Affected Party invoking it of its contractual obligations only to the extent to which and for the duration for which it is prevented from performing them. Each Party shall bear the costs it incurs as a result of the occurrence of Force Majeure.

The Party Affected by Force Majeure shall immediately notify the other Party of this in writing confirmed by registered letter with acknowledgment of receipt, communicating the details, the specifics relating thereto as well as the expected duration of the event, and providing all useful supporting documents. The other Party reserves the right to verify and control the actual situation based on the facts. The Affected Party invoking Force Majeure shall make every effort to reduce as far as possible the harmful effects resulting from this situation.

A Supplier who, as a result of Force Majeure, is prevented from complying with all or some of the obligations of the Order must make every effort to resume the performance of its contractual obligations without delay.

If the event giving rise to Force Majeure continues for more than fifteen (15) consecutive calendar days, the Party against whom the Force Majeure is invoked may immediately and automatically terminate all or part of the Contract without compensation. The Supplier shall reimburse the Customer for the sums already paid in advance under the Contract and which do not correspond to Supplies already delivered on the date on which the Force Majeure occurs.

## **ARTICLE 18– ASSIGNMENT – SUBCONTRACTORS**

### **18.1 ASSIGNMENT AND CHANGE OF CONTROL**

The Supplier shall not have the right to assign the Contract to third parties, even in part, without the prior written consent of the Customer. The Customer may assign all or part of the Contract to a

company of TEAL MOBILITY, as referred to in ARTICLE 1 “Definitions”, subject to prior written information addressed to the Supplier.

In the event of a transfer to a company not controlled by the Supplier, or a merger with a company not controlled by the same company as that holding Control of the Supplier, or in the event of a Change of Control, the Supplier must inform the Customer immediately. Within thirty (30) calendar days following the sending of this information, the Customer may terminate the Contract without compensation by giving two (2) months' notice, with the exception of the Purchase Order(s) in progress.

In all cases in which the benefit of the Contract is transferred to third parties, all the Customer's rights resulting from this Contract, including the right to claim damages, will be enforceable against the said third parties. Unless expressly stipulated otherwise, the Supplier remains jointly and severally liable vis-à-vis the Customer for the performance of the Contract in full.

## **18.2 SUBCONTRACTORS**

Where a Supply is manufactured according to the Customer's specifications, this manufacture and the operations associated with the performance of the Contract may not be entrusted to third parties by the Supplier without the Customer's prior written consent and provided that the Supplier complies with the applicable legal provisions.

Once the Customer's authorisation has been obtained, the Supplier must inform the Subcontractor of all the safety requirements applicable to the Order. In any event, the Supplier remains solely responsible for due performance of the Contract. The Supplier guarantees the Customer against any claim by its Subcontractors or members of their staff and indemnifies it accordingly.

## **ARTICLE 19 – TERMINATION**

### **19.1 TERMINATION FOR NON-PERFORMANCE**

**19.1.1** Each Party may automatically terminate all or part of the Contract in the event of non-performance of an obligation incumbent on the other Party after formal notice has remained unsuccessful for a period of fifteen (15) calendar days. In particular, the Customer may terminate all or part of the Contract in the event of a defect or breach relating to the quality, properties, completion or performance of the Supply.

**19.1.2** The Customer has the right to terminate all or part of the Contract as of right and without formal notice, in the following limited cases:

- in the event of repeated defects or breaches on the part of the Supplier as referred to in Article 20.1.1; or
- due to the Supplier's failure(s) to comply with one or more health, hygiene, safety, working conditions or environmental protection rules likely to harm persons or property; or
- in cases where the consequences of these breaches are irremediable, in particular in the event of non-compliance with Articles 5.3 “Compliance with deadlines or the delivery date - Penalties”, ARTICLE 6 “Registrations, approvals, authorisations”, ARTICLE 23 “Confidentiality”; or
- in any other case of termination thus provided for in the Contract.

In such cases, such termination shall take effect upon receipt by the Supplier of the notice of termination. In the event of non-performance of all or part of the Contract by the Supplier, the Customer shall be entitled, without prejudice to its rights to damages and after formal notice:



- either to have the work carried out by another company at the Supplier's expense, or to acquire the Products from another company of its choice, the additional cost in this case being borne by the Supplier. The Supplier may not use the actions of another company to limit or exclude its liability related to contractual warranties.
- or to terminate the Contract as of right, by registered mail with acknowledgment of receipt, if the formal notice has remained unanswered, and require the reimbursement of the advances already paid.

**19.1.3** In the event of termination of all or part of the Contract for non-performance by the Customer, all payments already made and which relate to all or part of the undelivered Supply shall be refunded immediately to the Customer.

## **19.2 TERMINATION AT THE CUSTOMER'S INITIATIVE**

The Customer may at any time terminate all or part of the Contract subject to thirty (30) days' notice, unless provided for otherwise in the Contract, sent by registered letter with acknowledgment of receipt to the Supplier. Where this is the case and upon receipt of the notification, the Supplier shall immediately cease to continue performance thereof. The termination of the Contract terminates performance of the Purchase Orders in progress or only those Purchase Orders expressly referred to by this termination.

In the event that the Supply relates to products intended to be sold or manufactured under a contract between the Customer and its customer, the termination of such contract shall result in the termination of the Order, with no compensation for the Supplier other than the costs provided for in the contract binding the Customer and its customer.

Where this is the case, the Parties shall agree in good faith on a termination indemnity paid by the Customer to the Supplier based on the substantiated costs, reasonably and definitively incurred by the Supplier for the performance of the binding Purchase Order(s) affected by this termination.

This termination indemnity is a fixed amount and covers any damages; the Supplier waives any recourse against the Customer beyond the amount of this indemnity.

## **19.3 TERMINATION IN THE EVENT OF BANKRUPTCY**

Unless provided otherwise by public policy, the Customer may terminate the Contract as of right without formal notice and without prior notice in the event of liquidation, collective proceedings, receivership proceedings and/or bankruptcy of the Supplier, and if the administrator or receiver does not make known his/her response within one month, after being summoned to take a decision on the continuation or not of the contract.

# **ARTICLE 20 – INTELLECTUAL PROPERTY – INFRINGEMENT OF COPYRIGHT**

## **20.1 INTELLECTUAL PROPERTY**

### **20.1.1 Specific items**

In return for the remuneration included in the price indicated in the Contract, the Supplier assigns and guarantees to the Customer the assignment by its staff, by any of its Subcontractors and their staff, of all the intellectual property rights relating to the specific elements produced to meet the Customer's specifications, in particular, without this list being exhaustive, plans, studies, models, drawings, instructions for use, technical documentation, manuals and documents (hereinafter referred to as the "Specific Elements"). This assignment is granted on an exclusive basis and includes all rights of exploitation (including use and resale) of the Specific Elements: rights of reproduction, representation,

translation, adaptation and marketing, on all media and for all modes of exploitation. This assignment is made for the duration of the intellectual property rights, in all countries and in all languages.

This transfer of intellectual property is carried out as and when the Specific Elements are completed.

#### **20.1.2 Other non-specific items subject to intellectual property rights**

In the event that the Supply includes non-specific elements subject to intellectual property rights (in particular plans, models, tools, manuals, documents, software, non-specific formulas integrated into the Supply or accessories thereto) delivered to the Customer by the Supplier for the purposes of the Contract, in return for the remuneration included in the price indicated in the Contract, the Supplier grants to the Customer, to the entities of TEAL MOBILITY and, where applicable, beneficiaries of the Contract and to third parties acting on behalf of the Customer and/or the entities of TEAL MOBILITY, who may or may not be beneficiaries of the Contract, a non-exclusive right of reproduction, representation, translation and adaptation on said non-specific items for the specific needs of TEAL MOBILITY. These rights are granted for the duration of the intellectual property rights, for all countries and all media. In the event of assignment by the Customer of the Supply to a third party, the right of use as defined above on the non-specific items is transmitted to the assignee at no additional cost.

The items entrusted to the Supplier (and/or attached to the Order) are and remain the exclusive property of the Customer and must be returned to the Customer, at the expense of the Supplier, following performance of the Order or upon simple written request of the Customer. In any case, the Customer's plans, models and tools may only be used for the performance of its Orders; they must at all times be made available to it.

#### **20.2 INFRINGEMENT OF COPYRIGHT**

The Supplier declares that it is either the owner of all the intellectual property rights relating to the Supply or that it has obtained the necessary authorisations from the third parties holding these rights so that the Customer can freely use or assign the Supply.

Consequently, the Supplier guarantees the Customer against any complaint, claim, action, or opposition brought by third parties on grounds of an infringement of their intellectual property rights. It indemnifies the Customer for all the consequences thereof. This guarantee is not applicable in the event that the Supplier can prove that the alleged infringement is attributable to the Customer.

In the event of risks of complaint or action, the Supplier undertakes to take all necessary measures to eliminate the risk of infringement by informing the Customer and taking into account the latter's business constraints.

In the event that a ban on the use of the Supply is alleged, the Supplier must, at its own expense and at the Customer's discretion, either replace the element that is the subject of the alleged ban, or modify it so as to remove the infringement in accordance with the contractual specifications. These solutions must be carried out within a timeframe compatible with the Customer's needs. Failing this, the Supplier undertakes to reimburse the Customer for the price of the Supply. The above provisions do not affect the Customer's right to claim all damages from the Supplier.

### **ARTICLE 21 – BASIC PRINCIPLES OF PROCUREMENT (BPP, ANTI-CORRUPTION, ECONOMIC SANCTIONS AND EXPORT CONTROLS**

#### **21.1 BASIC PRINCIPLES OF PURCHASING (BPP)**

The Supplier undertakes to take note of, comply with and ensure compliance by its possible Subcontractors with the Basic Principles of Purchasing (BPP) defined in the annex to the GTCs "Basic Principles of Purchasing (BPP)".

## 21.2 ANTI-CORRUPTION

The Supplier undertakes to take note of, comply with and ensure compliance by any of its Subcontractors with the anti-corruption provisions defined in the annex to the GTCS “Combating corruption”.

## 21.3 ECONOMIC SANCTIONS AND EXPORT CONTROLS

22.3.1 The Supplier guarantees that as of the effective date of the Contract:

- a) no Laws or Regulations governing Sanctions hinder or prevent the Supplier Group from performing the Contract;
- b) neither the Supplier, nor its Affiliate Companies (insofar as they participate in the performance of the Contract), nor its Subcontractors, nor its and their shareholders and directors are Sanctioned Persons, and
- c) the Supplier has or will have the necessary authorisations and licenses to import and/or export the Supplier’s equipment or any other goods, equipment and technology used or supplied for the performance of the Contract in accordance with the Laws and Regulations governing Sanctions.

22.3.2 Notwithstanding any provision to the contrary in the Contract, neither Party shall be obliged to perform any obligation under the Contract, including payments, if the performance of this obligation were to be contrary to, violate or be inconsistent with the Laws and Regulations governing Sanctions or would expose a Party to punitive measures under them (“**Sanctioned Obligations**”).

22.3.3 If Laws and Regulations governing Sanctions constitute Force Majeure:

- a) the Party whose performance of the obligations is thus affected (“**Affected Party**”) must notify the other Party as soon as possible in accordance with Article 18. The notification will indicate, as a minimum: (i) the identification of the Laws and Regulations governing Sanctions that are considered to constitute Force Majeure and (ii) the extent to which the Affected Party is prevented from performing the Contract.
- b) In such a case, either Party may:
  - i. suspend the Sanctioned Obligation or,
  - ii. terminate the Contract
  - iii. in accordance with the provisions of Article 20.
- c) In the event of partial suspension as defined in this Article 22.3.3.b.(i), the Affected Party will continue to perform its obligations under the Contract insofar as they are not Sanctioned Obligations.

22.3.4 Notwithstanding any provision to the contrary contained in the Contract, if the Supplier breaches the Laws and Regulations governing Sanctions or is prevented from performing its obligations under the Contract due to a Sanctioned Obligation that does not constitute Force Majeure, the Customer shall have the right to terminate the Contract with immediate effect by serving written notice on the Supplier. Such termination shall take effect on the date of receipt of the notification and the consequences of this termination will be those set out in Article 20.1.

22.3.5 Either Party may request from the other Party any information required by a Sanctions Authority, in which case that Party shall duly comply with this request unless the information requested is confidential or covered by privilege.

22.3.6 The Supplier shall conduct and update its Subcontractors’ due diligence audits using reputable verification tools such as World-Check to ensure compliance with Laws and Regulations governing

Sanctions and the Customer reserves the right to request evidence and/or documentation relating to such due diligence audits.

22.3.7 The Supplier shall promptly notify the Customer if a member of the Supplier Group or any of its shareholders or directors becomes a Sanctioned Person.

## **ARTICLE 22 – CONFIDENTIALITY**

Any information provided by the Customer to the Supplier for the performance of the Contract as well as all elements, including statements, studies and documents, carried out by the Supplier during the performance of the Contract, are confidential and remain the property of the Customer regardless of the medium or nature.

All information that the Supplier may become aware of during the performance of the Contract, and in particular that relating to the Customer's organisation, activities and results, is also confidential.

The said information and/or items referred to above may only be used by the Supplier for the purposes of the Contract, and may not be disclosed to third parties or to members of the Supplier's staff who are not called upon to participate in the performance of the Contract, unless disclosure is necessary pursuant to legal or jurisdictional obligations.

The Supplier undertakes to comply with and impose on its staff members and also on any Subcontractors this obligation of confidentiality throughout the term of the Contract and for the following five (5) years.

This confidentiality undertaking also applies if notification of the Contract has not been received or has been refused.

However, the Supplier is not responsible for the disclosure of information if it is in the public domain or has been legitimately obtained from other sources.

The Supplier shall return to the Customer, upon expiry of the Contract for any reason whatsoever, the information and data as well as all copies made that it may hold in connection with the performance of the Contract or, at the Customer's written request, shall destroy the confidential information and data.

## **ARTICLE 23 – REFERENCE TO THE CUSTOMER 'S BRANDS AND NAMES**

The Supplier shall not use or refer to the Customer's corporate names, trademarks or logos without the Customer's prior written permission.

## **ARTICLE 24 – APPLICABLE LAW - JURISDICTION**

By mutual agreement, the Parties shall endeavour to resolve their dispute amicably, including through mediation, without this constituting a mandatory prerequisite for referral to the competent court as defined below.

Except as otherwise provided for in the Contract, any dispute relating to the Contract, including its existence, validity or termination, is subject to:

- the law and jurisdiction of the country of delivery, if it is located in the European Union or the United Kingdom,

- French law and the Commercial Court of Nanterre if the delivery takes place outside the European Union (with the exception of the United Kingdom),

The Customer and the Supplier expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods concluded at Vienna on 11 April 1980.

## **ARTICLE 25 – OTHER PROVISIONS**

### **25.1 INDEPENDENCE OF THE PARTIES**

The Contract is concluded between independent Parties. None of its provisions may be interpreted as giving either Party authority or mandate to act on behalf of the other Party or as constituting any association or company between the Parties.

### **25.2 PARTIAL INVALIDITY**

If a provision of the Contract is declared null and void by virtue of a law, regulation or legal decision, it shall be deemed unwritten. However, the other provisions of the Contract shall remain in force.

### **25.3 NON-WAIVER**

The fact that one of the Parties does not demand from the other, at a given time, the full performance of its obligations cannot under any circumstances be considered a waiver of the requirement of subsequent performance.

### **25.4 MAINTAINING CERTAIN PROVISIONS OF THE GTCS**

At the end of the Contract, regardless of the cause, ARTICLE 3.2 “Paperless transactions”, ARTICLE 9 “Termination”, ARTICLE 13 “Warranties”, ARTICLE 15 “Quality”, ARTICLE 21 “Invoicing and terms of payment”, ARTICLE 23 “Confidentiality”, ARTICLE 24 “Reference to the Customer's brands and names”, ARTICLE 25 “Applicable law - Jurisdiction”, ARTICLE 26 “Other provisions”, as well as any other provision in the GTCs intended to apply after expiry of the Contract, either due to the end of its term or due to termination, shall remain in force.

### **25.5 COMPENSATION**

The Customer may offset any sums owed by the Supplier for any reason whatsoever against any sums owed by the Customer to the Supplier for the purchase of the Supply

## ANNEX 1 – ANTI-CORRUPTION

### DEFINITIONS

The term “**Public Official**” refers to all elected or appointed public officials, as well as any person employed or used as an official by a national, regional or local authority, or by any entity or agency depending on such an authority or even by a company directly or indirectly owned or controlled by the State, representatives of political parties, candidates for public roles and employees of international public organisations.

“**Close Family Member of a Public Official**” refers to their spouse or partner, child, sibling or parent, the spouse or partner of their children, a brother-in-law or sister-in-law, and any other member of their immediate family.

### CORRUPTION PREVENTION

In application of the principles laid down in the international and regional conventions on combating corruption, and in order to ensure compliance with the anti-corruption laws applicable to the activities governed by the Contract and compliance with all other anti-corruption laws applicable to the parties or their parent companies,

1. the Supplier certifies that, for anything concerning the Contract, neither it nor, to its knowledge, anyone acting on its behalf, has made or will make, or has offered or will offer any payment, gift, promise or other benefit, whether directly or through intermediaries for use by or for the benefit of a Public Official, if the purpose of such payment, gift, promise or benefit is to:
  - i. influence an action or decision of this Public Official;
  - ii. encourage this Public Official to perform or refrain from performing an action in breach of their legal obligations;
  - iii. obtain an undue advantage; or to
  - iv. encourage the said Public Official to use his or her power in order to influence an action or decision made by a public service, any public authority or public enterprise.
2. For all matters concerning the Contract, the Supplier certifies that it has not made or offered, and undertakes not to make or offer any payment, gift, promise or other benefit, either directly or through intermediaries, for use by or for the benefit of any other person (other than a Public Official), if the purpose of such payment, gift, promise or benefit is to encourage this person to perform or refrain from performing an action in breach of their legal obligations or to obtain an undue advantage, or to perform or refrain from performing an action that would violate the laws applicable to the activities governed by the Contract.
3. The Supplier undertakes to impose on the members of its staff and its Subcontractors the obligations provided for in this annex and to obtain the same undertaking from its Subcontractors in their respective contracts with their own subcontractors. Furthermore, the Supplier shall carry out anti-corruption risk assessments on major Subcontractors in order to ensure, through appropriate investigations, that the latter act in compliance with the Applicable Laws on corruption prevention. The Customer reserves the right to request evidence and/or useful documentation demonstrating that such anti-corruption risk assessments have been duly carried out.
4. All financial agreements, invoices and reports presented to the Customer must accurately and reasonably detail all activities and transactions carried out within the framework of the performance of the Contract. The Supplier must also organise and conduct appropriate internal controls to ensure that all payments made as part of the performance of the Contract are authorised and in accordance with the Contract. The Customer reserves the right to carry

out itself or, in accordance with ARTICLE 16, "Audit", to have carried out by a duly authorised representative audits on the Supplier's premises of all payments made by the latter or on its behalf, payments linked to the Supply carried out under the Contract. The Supplier agrees to cooperate fully in the conduct of such audits, including by making its accounting available to the Customer or the Customer's duly authorised representatives and by answering the questions asked by the Customer linked to the performance of the Contract.

5. All payments from the Customer to the Supplier must be made in accordance with the terms of payment specified in ARTICLE 10 "Prices" and ARTICLE 11 "Invoicing and Terms of Payment" of the Contract. The payment instructions notified in the Supplier's invoices shall constitute a guarantee by the Supplier that the designated bank account is held solely by it and that no other person has a shareholding, right or interest in this account.
6. The Supplier certifies that no Public Official (or Close Family Member of a Public Official) owns or possesses, either directly or indirectly, shares or any other interest in the Supplier (other than through possession of listed securities insufficient to control the entity concerned), nor is a senior officer, director or authorised representative of the Supplier, with the exception of any shareholding, interest or role that the Supplier has already disclosed in writing. This guarantee shall continue to apply for as long as the Contract remains in force. The Supplier undertakes to notify the Customer promptly in writing of any changes that could alter the accuracy of this guarantee. In all cases, if a Public Official (or a Close Family Member of a Public Official) holds or obtains, either directly or indirectly, any shares or any other interest in the Supplier, or is or becomes a senior officer, director or authorised representative of the Supplier, the Supplier must take the appropriate measures in order to ensure that this Public Official (or a Close Family Member of a Public Official) avoids any conflict of interest, complies with the applicable legislation according to the place of performance of the Contract prohibiting conflicts of interest for Public Officials and complies with the anti-corruption provisions outlined in this Annex.
6. bis – Notwithstanding the foregoing, the parties accept and acknowledge that, in the event that any Supplier or Subcontractor is owned by a national company or may be legally considered, either now or in the future, to be a public or semi-public entity, it is possible that a Public Official may act as a senior officer, director or employee of this Supplier or Subcontractor or of one of its affiliated companies. In such a case, the parties agree that this Supplier or Subcontractor may have one or more senior officers, directors or employees who meet the conditions to be qualified as a Public Official, provided that:
  - i. the Public Official holds such a position with the Supplier or Subcontractor in accordance with the laws applicable to the entity concerned and under the conditions listed below;
  - ii. the appointment of the Public Official as a senior officer, director or employee of the Supplier or Subcontractor has been reviewed and approved by the national company;
  - iii. any payment to or on behalf of the Public Official has been reviewed and approved by the national company and does not exceed the remuneration that would be reasonable for any other person performing similar duties with the Supplier or the Subcontractor; and
  - iv. this remuneration perfectly in line with the Applicable Laws and the subject of the Contract and is not intended to influence this Public Official in order to obtain an official act, a decision or omission, or to reward it following such an official act, decision or omission possibly taken in the past.
7. Without prejudice to any other rights or remedies that the Customer may have in application of the Contract or the law, including damages for default, if it transpires that the undertakings or conditions provided for by this annex have not been observed or fulfilled with regard to an essential matter by the Supplier, the Customer shall have the right to:

- i. suspend payment and/or request reimbursement of payments made in advance under the Contract; and/or;
- ii. suspend and/or terminate the Contract for breach by the Supplier with immediate effect as provided for in ARTICLE 20.1.2. "Termination".



## **ANNEX 2 – BASIC PRINCIPLES OF PURCHASING (BPP)**

TEAL MOBILITY is committed to sustainable development in every respect. Our Fundamental Principles in Purchasing constitute the foundation of the sustainable relationships we wish to build with our suppliers. Furthermore, we expect all our suppliers of goods and services to adhere to these principles and to ensure that their own suppliers also adhere to them.

Suppliers are required to observe and ensure that their own suppliers and subcontractors observe the laws in force, as well as the principles equivalent to those set out in the Universal Declaration of Human Rights, the Fundamental Conventions of the International Labour Organisation, the United Nations Guiding Principles on Business and Human Rights, the United Nations Global Compact, the Voluntary Principles on Security and Human Rights and the OECD Guiding Principles for Multinational Enterprises. Effective policies and procedures must be implemented, particularly with regard to the principles set out below. We also expect our suppliers to continuously improve their performance in these areas.

### **Principle 1: Respect human rights in the workplace**

To ensure that the working conditions and remuneration of employees preserve human dignity and comply with the principles defined by the Universal Declaration of Human Rights and by the Fundamental Conventions of the International Labour Organisation.

#### ***Prohibition and prevention of child labour***

- Prohibit the use of workers under the age of 18 for hazardous and/or night work, and prohibit the use of workers under the age of 15, except where local legislation provides greater protection for the child.

#### ***Prohibition and prevention of forced labour***

- Ensure that no employee is forced to work against his or her will, through the use of force, intimidation, financial pressure or the threat of penalties or sanctions.
- Prohibit the confiscation of employee identification documents. If local law requires the retention of these documents, ensure that employees have immediate and automatic access to them.
- Ensure that no recruitment costs are charged to an employee.

#### ***Working conditions, remuneration and compensation***

- Draw up an employment contract.
- Provide a fair wage and ensure compliance with maximum working hours, adequate rest periods, and parental leave.
- Document compliance with these requirements.

#### ***Prohibition and prevention of any form of discrimination and harassment in the workplace***

- Prohibit harassment and practices that discriminate against employees, with particular attention to hiring, compensation, benefits or termination of employment.

### ***Freedom of expression, association and collective bargaining, freedom of thought, conscience and religion***

- Allow employees to choose whether to join a collective bargaining organisation. In countries where this right is limited, ensure that employees have the right to participate in a dialogue about their collective work situation.

### ***Complaints and concerns***

- Ensure that workers can voice their complaints and concerns without fear of reprisal.

## **Principle 2: Protecting health, safety and security**

- Provide a safe and healthy workplace where employees are protected from accidents, injuries and occupational illnesses.
- Where housing is provided by the employer, ensure that it is safe, clean and suitable for living in.
- Conduct a risk assessment and provide adequate resources and action plans to prevent these risks.
- Establish monitoring of events that occurred in these areas.
- Establish incident response plans and call-out resources to deal with the various types of events that the supplier may encounter.
- Periodically review these policies and measures and implement appropriate controls.

## **Principle 3: Acting on climate**

- Implement an energy efficiency management system.
- Continually strive to reduce greenhouse gas emissions resulting from operations, products and/or services.

## **Principle 4: Preserving the environment**

### ***Environmental protection***

- Limit the impact of industrial activities on the environment, including the potential impact on air quality, water resources and soil.
- Implement a systematic approach to setting measurable environmental objectives, achieving them and demonstrating that they have been achieved.
- Apply an environmental risk management system based on the avoid-reduce-compensate hierarchy to identify and control the environmental impacts of activities, products and/or services.
- More generally, implement the necessary improvements to protect the environment.

### ***Promoting the circular economy and responsible use of natural resources***

- Ensure that natural resources (water, soil, forests, etc.) are used efficiently.
- Continually strive to reduce the generation of waste.
- Apply the principle of “reduce, reuse, recycle, recover”.

### ***Protecting biodiversity***

- Ensure that no production site with a negative impact on the environment is located in a protected natural area classified by the International Union for Conservation of Nature in categories I to IV, , or in a wetland area designated by the Ramsar International Convention or in a natural site listed as as a UNESCO World Heritage Site.
- Seek to continually reduce the impact of operations, products and/or services on biodiversity by applying the avoid-reduce-compensate hierarchy of mitigation.

#### **Principle 5: Preventing corruption, conflicts of interest, and combating fraud**

- Prevent and reject corruption in all its forms: active and passive, private and public, direct and indirect.
- Fight fraud.
- Avoid conflicts of interest, especially where personal interests may interfere with professional interests.

#### **Principle 6: Complying with competition law**

- Comply with the rules of applicable competition law.

#### **Principle 7: Promoting economic and social development**

- Establish a climate of trust with the relevant stakeholders, through dialogue with local communities.
- Promote local sustainable development initiatives.
- Provide opportunities for local businesses to grow.

Compliance with the above laws and principles may be subject to audit.

Suppliers are required to cooperate with the audit process.

#### **For acceptance by the Supplier**

Date:

Name of signatory:

Signature:

Company stamp:

## ANNEX 3 – HEALTH, SAFETY AND ENVIRONMENTAL PROVISIONS APPLICABLE TO SERVICE PURCHASES

### 1. DEFINITIONS

**Good Professional Practices:** Practices, methods and procedures, and the degree of skill, care, prudence and foresight, that would reasonably be expected of a professional, competent and experienced contractor of international repute, carrying out in identical or similar circumstances activities identical or similar to those covered by the Contract.

**Commencement Date:** The date on which the Supplier is required to be ready to perform its obligations under the Order.

**HSE Event:** an HSE Incident, a Near Miss or an abnormal situation or action, including those that deviate from a standard, specification, procedure or rule.

**Environment:** soil, subsoil, water, air, species and their habitats, as well as their interactions.

**HSE:** Health, Safety and the Environment.

**HSE Incident:** any event occurring suddenly on a given date that causes an injury, illness or death, damage to property, loss of production, or damage to the environment or the Customer group's professional image.

**Near Miss:** Any event that does not constitute an HSE Incident, but that, under slightly different circumstances, could have had the same consequences as an HSE Incident.

**HSE Management System:** one of the components of the overall management system implemented by a PARTY to manage the HSE risks inherent in its activities or the performance of the Works and Services. It includes the organisational structure, planning activities, responsibilities, practices, procedures, processes and resources (i.e. goods and equipment and personnel) to define, implement, review and maintain the HSE policy, and to continuously improve the HSE performance.

### 2. GENERAL PROVISIONS

2.1 The Customer shall, and shall require the Supplier to give the highest importance and priority to HSE matters at all levels of its business in the performance the Works and Services.

2.2 During the performance of the Contract, the Supplier shall, at its own expense, take and ensure that its Subcontractors take, all appropriate precautions and measures to (i) preserve the health of persons likely to be affected by the performance of the Works and Services, (ii) ensure the maintenance of a high level of safety during the performance of the Works and Services, (iii) avoid or minimise adverse effects on the environment, and (iv) protect the Customer's property, equipment and personnel.

### 3. HSE COMPLIANCE

3.1 The Supplier shall, and shall ensure that its subcontractors shall comply, with the following in the performance of the Works and Services:

- a) all applicable laws relating to HSE matters;
- b) the HSE standards that would be expected in accordance with Good Professional Practices;
- c) the Customer's Golden Rules for workplace safety;
- d) the rules, regulations and operating procedures in force at the Site, in particular with regard to HSE issues and the conditions of access to the Site;
- e) all processes and procedures relating to simultaneous operations and work permits on the Site;
- f) HSE Plans, work permits and other related permits (including hot work permits, confined space entry permits, excavation permits, etc.);
- g) any specific requirements set out in this Annex.

3.2 The Supplier shall take into account any additional possibilities for minimising risks with regard to HSE.

#### **4. THE SUPPLIER'S HSE POLICY AND HSE MANAGEMENT SYSTEM**

4.1 The Supplier shall maintain and implement an HSE policy within its company in accordance with Good Professional Practice, and the Customer's HSE policy.

4.2 The Supplier shall maintain and implement an HSE Management System in accordance with its HSE Policy and the Customer's HSE Management System, which includes all relevant procedures to ensure that:

- a) the prevention and reduction of HSE risks;
- b) compliance with the provisions of Article 3 of this Annex;
- c) monitoring and reporting to the Customer on the implementation of the requirements of this Annex, and monitoring the progress towards the HSE objectives set by the Supplier;
- d) the qualification and competence of personnel to perform the required tasks and the proper maintenance and suitability of the processes, tools, materials and equipment to the HSE risks associated with the performance of the Works and Services.

4.3 At the request of the Customer, the Supplier shall provide evidence of its HSE Policy and HSE Management System and their implementation. If the HSE Management System is the subject to certification, the information to be provided shall include the level and duration of this certification. Any changes to this certification shall be communicated to the Customer without delay.

4.4 Data concerning the Supplier's HSE performance on the Site may be freely used by the Customer, in particular for reports or publications.

#### **5. HSE PLAN**

5.1 Prior to the commencement of performance of the Works and Services, the Supplier shall:

- a) carry out a site visit and an inspection of the Site to assess the HSE conditions;
- b) carry out an HSE risk assessment, using appropriate analysis methods, covering all the HSE risks likely to arise from the performance of the Works and Services. This HSE risk assessment shall take full account of any information provided by the Customer on specific local circumstances which may have an impact on HSE considerations;
- c) in the light of the above, draw up an HSE Plan in accordance with the provisions of this Annex, specifying the HSE requirements (i.e. all the appropriate precautions and measures to prevent and minimise HSE risks) adapted to the specific issues relating to the Works and Services, taking into account all the Supplier's procedures, necessary for the proper performance of the Works and Services.

5.2 The HSE Plan shall be prepared and communicated to the Customer prior the commencement of performance of the Works and Services.

5.3 Any changes to the HSE Plan during the performance of the Works and Services shall be communicated to the Customer prior to the commencement of the relevant Works and Services.

5.4 The Supplier shall be responsible for the compliance of the performance of the Works and Services with the HSE Plan.

#### **6. THE SUPPLIER'S HSE ORGANISATION**

6.1 At the Customer's request, the Supplier shall provide the Customer with evidence that it has an organisation and all the resources necessary for the proper implementation of its HSE Plan.

6.2 The Supplier shall ensure that its employees and those of its Subcontractors are informed and involved in compliance with its HSE Policy, its HSE Management System, the HSE Plan and the assessment of the risks associated with the tasks required by Article 7 of this Annex.

6.3 The Supplier shall appoint an HSE Representative, who shall be responsible for (i) supervising and monitoring of the implementation of the Supplier's HSE Plan and the HSE rules applicable at the Site, and (ii) liaising with the Customer. The Supplier shall provide the Customer with the contact details of the HSE Representative.

6.4 It is the Supplier's responsibility at its own expense, to ensure the safety of all personnel involved in the performance of the Contract. This includes the provision of appropriate personal protective equipment.

6.5 At the Customer's request, the Supplier shall provide the Customer with evidence of the existence of a system for the communication of safety information at the time of shift changes and team changes, and shall be responsible for the implementation of this system.

6.6 The Supplier shall establish and be responsible for implementing a medical fitness examination policy. The Supplier shall carry out, and ensure that its Subcontractors carry out, all relevant assessments in a timely manner to ensure that the personnel involved in the performance of the Works and Services are medically fit to perform the tasks assigned to them.

6.7 The medical records of the Supplier's personnel and those of its subcontractors shall be available for inspection by any competent authority at any time during the performance of the Works and Services.

6.8 The language used in dealing with all HSE matters shall ensure good communication between the Supplier's personnel and those of its Subcontractors and of the Customer.

## **7. WORK PERMIT PROCESS**

7.1 The Supplier undertakes to comply with the work permit process applicable on the Site.

7.2 In this context, the Supplier shall in particular:

- a) Provide initial training in the work permit process to its employees and those of its subcontractors and ensure that this knowledge is maintained over time;
- b) ensure that the hazards associated with the tasks have been formally identified and that the associated risks have been analysed and assessed;
- c) where applicable, take care not to commence any work or services without a duly approved work permit, where such a permit is required;
- d) in the event of any discrepancy between the conditions stated in the work permit and those observed in practice at the time of the work, stop the work as soon as possible and inform the Client.

## **8. COMMUNICATION WITH THE CUSTOMER**

8.1 The Supplier shall organise and implement an HSE monitoring and reporting system for the Customer. This system must make it possible, among other things to report to the Customer on any HSE Event, as referred to in Article 14 of this Annex, as well as any risk likely to change the HSE risk assessment as referred to in Article 5.

8.2 The Customer and the Supplier shall, if necessary, cooperate in the implementation of HSE measures prior to the start of the performance of the Services provided for in the Contract, with the aim of preventing HSE risks associated with simultaneous operations.

8.3 The Supplier shall actively participate in all HSE meetings organised by the Customer during the start-up phase and/or during the performance of the Works and Services.

## **9. HAZARDOUS SUBSTANCES AND MATERIALS, WASTE**

9.1 All procedures involving the handling, storage, use or disposal of hazardous substances or materials, as defined by applicable law, for the purpose of performing the Works and Services, shall be addressed in the HSE Plan.

9.2 The Supplier shall also take into account any list of hazardous substances and materials present at the Site, which may be provided by the Customer and any related HSE risk assessment.

9.3 The Customer reserves the right to refuse the Supplier the right to use certain substances or hazardous materials on the Site.

9.4 The Supplier shall ensure that the Safety Data Sheets and any other hazard information relating to the hazardous substances and materials used within the framework of the performance of the Works and Services, are available for inspection by the Customer at the Site at any time.

9.5 The Supplier must implement an effective waste management system, in accordance with the applicable laws and any specifications issued by the Customer.

## **10. THE ENVIRONMENT**

The Supplier shall identify and assess all the potential environmental impacts associated with the performance of the Works and Services, and take all appropriate measures to prevent and/or minimise these impacts. These measures shall be included in the HSE Plan.

## **11. SUBCONTRACTORS**

11.1 The Supplier shall select its Subcontractors through an appropriate HSE classification process, taking into account their HSE performance and their ability to implement an HSE policy consistent with its own HSE Policy.

11.2 The Supplier shall ensure that its Subcontractors maintain and implement an HSE management system compatible with its own.

11.3 The Supplier shall ensure that its Subcontractors are able to comply with the same requirements as those set out in this Annex.

11.4 The Supplier shall established and implement a system to verify the HSE performance of its Subcontractors and their compliance with the same requirements as those set out in this Annex.

11.5 The Supplier shall ensure that the HSE roles and responsibilities of the Supplier and its Subcontractors are clearly defined.

## **12. COMPETENCE AND TRAINING**

12.1 The Supplier shall inform the Customer of the presence of any new employees, i.e any employee with less than six (6) months of experience in the type of work concerned or less than six (6) months of presence at the Site, to whom it shall provide an appropriate HSE support plan.

12.2 The Supplier shall ensure that the HSE knowledge of its personnel and that of its subcontractors is continuously updated and improved through an appropriate training program.

12.3 The Supplier shall ensure that its personnel and the personnel of its subcontractors participate in any HSE integration program requested by the Customer.

12.4 Prior to the commencement of the Works and Services, the Supplier shall inform the members its personnel and the personnel of its Subcontractors involved in the performance of the Works and Services, of the risks and the measures to be implemented.

12.5 The Supplier shall ensure that its personnel and the personnel of its subcontractors have at all times the certificates of competence necessary and useful for the performance of the Works and Services.

12.6 At the Customer's request, the Supplier shall provide evidence that its personnel and those of its subcontractors have received appropriate and relevant HSE training for the performance of the Works and Services on the Site, which shall include a test of knowledge of the Customer's Golden Rules for Safety in the Workplace. The content of the HSE training and certifications will be made available to the Customer upon request.

### **13. PREPARATION FOR EMERGENCY SITUATIONS**

13.1 At the Customer's request, the Supplier shall communicate an emergency response procedure and take due account of any comments made by the Customer.

13.2 The Supplier shall ensure that its personnel and those of its subcontractors at the Site participate in any emergency drill that is organised by the Customer at the Site, as well as in scheduled safety drills.

### **14. HSE EVENT MANAGEMENT**

14.1 The Supplier shall promptly notify the Customer of any HSE Event occurring in connection with the performance of the Works and Services, taking into account the actual or potential severity of the HSE Event.

14.2 If an HSE Event occurs, the Supplier shall:

- a) immediately take all necessary corrective and preventive measures, in order to minimise the effects of the HSE Event and to prevent any recurrence of the HSE Event, in particular, if necessary, by organising a change in its HSE Plan;
- b) provide the Customer with all relevant information about the HSE Event and assist the Customer in analysing the causes of the HSE Event and gathering evidence related to the HSE Event;
- c) take full account of the conclusions of the analysis of these causes in its HSE Management System and the HSE Plan.

14.3 Any employee of the Supplier or its subcontractors who considers that work in progress, whether or not forming part of the Works and Services, presents a specific risk or is likely to cause an HSE Event, may request its suspension until the problem is resolved, without incurring sanctions.

14.4 Without prejudice to the provisions of Article 17, the Customer reserves the right to carry out any emergency measures.

14.5 In the event of illness, personal injury or search and rescue operations affecting the personnel of the Supplier or its Subcontractors, the Customer shall endeavour to provide assistance. The Supplier shall indemnify and hold the Customer and the Customer Group harmless from any damage and/or liability, and shall indemnify and hold the Customer and the Customer Group harmless from any claim, including claims by third parties, arising out of or in connection with the assistance provided by any member of the Customer Group, or the failure or inability to provide such assistance and/or the performance of such actions.

14.6 Supplier shall bear the costs associated with the support provided by the Customer to its personnel and those of its Subcontractors.

### **15. HSE AUDITS**

15.1 The Supplier shall provide in the HSE Plan for, and periodically conduct, internal HSE inspections and audits of its personnel and the resources used by them during the performance of the Works and Services. Observations made during these audits shall be communicated to the Customer and result in an action plan to be reviewed periodically.

15.2 The Supplier shall periodically audit the performance and implementation of its HSE Management System.

15.3 Where applicable, the Customer may conduct audits on all HSE aspects of the Works and Services in accordance with Article 17 of the GTCs.

15.4 The Supplier shall regularly conduct safety observations covering all personnel involved in the Works and Services. The results of its observations shall be communicated to the Customer.

### **16. CLEANING THE SITE**



16.1 Upon completion of all or part of the Works and Services on the Site, the Supplier shall remove, at its expense and under its responsibility:

- a) all resources used by the Supplier;
- b) the temporary installations;
- c) all leftovers, debris and, in general, all waste; and
- d) unless otherwise agreed, all surplus materials.

16.2 The Supplier shall clean and, if necessary, reinstate and restore the Site in accordance with this Annex.

16.3 In the event that the Supplier fails to comply with the above, the Customer shall be entitled after giving formal notice to the Supplier, to carry out (or have carried out) the removal, cleaning, restoration and remediation at any time, at the Supplier's expense.

## **17. CONSEQUENCES OF A BREACH**

17.1 Without prejudice to any other provision of the Contract, if the Supplier fails to comply with any of the provisions of this Annex, the Customer shall:

- a) may notify the Supplier without delay that it has taken, or will take, at the Supplier's expense, all appropriate measures to remedy such breach, if the Supplier does not perform its obligations within the shortest possible time or within the agreed time limits;
- b) reserves the right to deny the Supplier its personnel and the personnel of its Subcontractors access to or continued presence on the Site;
- c) may suspend the execution of all or part of the Works and Services in accordance with the provisions of Article 20 of the GTCs;
- d) terminate the Contract in accordance with the provisions contained therein.

17.2 In the event of a death on the Site, the Customer may suspend the performance of all or part of the services covered by this Contract in accordance with the provisions contained therein, where applicable.