

**1. PURPOSE - FORMATION OF THE CONTRACT**

These General Terms and Conditions "GTC" govern the contracts for the purchase of Supplies and Services (hereinafter referred to as "Contract(s)") between BAUMERT and its suppliers, service providers and subcontractors (hereinafter referred to as "SUPPLIER(S)").

To the exclusion of any of the SUPPLIER's own general terms and conditions of sale which may appear in any document whatsoever, the Contract shall be formed by the documents listed below, which shall prevail over one another by order or precedence: 1/ BAUMERT's Order, 2/ the latest version of BAUMERT's Specifications, if any, 3/ the plans, drawings and technical documents hereinafter referred to as "Technical Documents" drawn up or communicated by BAUMERT, 4/ the technical, commercial and administrative terms and conditions of the main contract between BAUMERT and its own customer (hereinafter the "Customer") if it is referred to in the Order or Specifications, 5/ these GTC, 6/ all applicable standards which the SUPPLIER declares to be familiar with.

The SUPPLIER is invited to negotiate the CONTRACT with BAUMERT. The outcome of these discussions will be reflected in the conditions of the Order. Under no circumstances may a technical or commercial deviation not agreed between the Parties and not mentioned in the Order be invoked against BAUMERT even if this deviation is mentioned in the SUPPLIER's offer. The SUPPLIER must acknowledge receipt of the Order within three working days of its receipt and confirm the delivery and intervention times, which must comply with the Contract. In any event, any start of performance of the CONTRACT shall be deemed acceptance of the CONTRACT even if an acknowledgement of receipt has not been returned.

**2. INDEPENDENCE OF THE PARTIES**

Nothing in the Contract shall be interpreted as creating any kind of association between BAUMERT and SUPPLIER. The SUPPLIER's personnel assigned to the performance of the Contract shall in any event remain under the hierarchical and disciplinary authority of the SUPPLIER and cannot be considered as made available to BAUMERT. The SUPPLIER expressly declares that it is not in a situation of direct or indirect economic dependence on BAUMERT. The SUPPLIER undertakes not to interfere or attempt to interfere in the business relations that BAUMERT maintains with its customers, prospects or partners and shall refrain from any direct relationship with BAUMERT's Customer.

**3. STANDING VIS-A-VIS THE TAX AND SOCIAL SECURITY AUTHORITIES**

The SUPPLIER shall keep up to date with its reporting obligations and the corresponding administrative, social security and tax regulations. It will ensure that only declared employees are employed and will apply the labour regulations in force. All its foreign employees subject to a work permit must be in compliance with labour regulations. The SUPPLIER shall provide all the documents referred to in Article D8222-5 of the French Labour Code under the conditions set out in that Article. Furthermore, the SUPPLIER is informed and expressly accepts that BAUMERT may, at its option, organise the collection and verification of the administrative documents concerned through the intermediary of a "Legal Certificate" third party company specialised in such matters. If applicable, the SUPPLIER undertakes to take out a subscription at its own expense with the company chosen by BAUMERT and to keep it active for the duration of the CONTRACT.

**4. INFORMATION AND ADVICE**

The SUPPLIER must provide BAUMERT with information and expert advice relating to the Supplies and Services covered by the Contract. In this context, it undertakes to make any observations that appear appropriate in accordance with professional standards regarding the Supplies and Services entrusted to it, to report on all matters relating to their performance and to point out any errors, inaccuracies or inconsistencies in the contractual documents.

**5. SUPPLIES AND SERVICES**

The Supplies and Services are described in the Order, in the Specifications and in the Technical Documents. BAUMERT shall remain at the disposal of the SUPPLIER to provide it with any useful information in this respect. It is thus accepted that SUPPLIER, who has been given the opportunity to become acquainted with 1/ the quality and performance expected from the Supplies and Services, 2/ possible interfaces with the services and works of BAUMERT and third parties, and 3/ more generally with all information relating to the Contract, has thus been able to fully appreciate its scope and nature. The SUPPLIER is subject to a strict results-based obligation under this Contract. The Supplies and Services include all the means necessary for their execution as well as the preparation and communication of all the required or necessary documentation (certificate of origin, material certificate, user manual, etc.). The Supplies and Services must be free of any defect and strictly comply with the terms and conditions of the Contract. Any control or inspection carried out by BAUMERT or its Customer of the plans, calculation notes,

documentation, samples, production runs or other elements produced by the SUPPLIER shall in no way relieve the latter of its liability.

**6. TRANSPORT AND DELIVERY**

The SUPPLIER shall, by default, pack, load, transport and unload the Supplies at the places indicated by BAUMERT in the Order.

The Supplies shall be adequately packed to withstand the conditions of transport and unloading without damage. Unless otherwise specified in the Order, deliveries of the Products are made DDP @ICC 2020 to the place of delivery indicated in the Order (or at Schaeffersheim if the place of delivery is not specified in the Order).

The Supplies delivered must be accompanied by all the required documentation (particularly material certificate if requested).

**7. SERVICES ON THE BAUMERT OR CUSTOMER SITE**

Co-activity - The SUPPLIER is informed of the possible presence on the site of several contractors and of the possible intervention on an occupied site and shall take all necessary measures to carry out its Services taking account of this constraint.

Condition of the site - The SUPPLIER shall, as and when its Services are performed, remove its waste and clean its site in accordance with the procedures or instructions applicable to the site.

Site supervision - The SUPPLIER must take all necessary measures to ensure the coordination of its Services with those of BAUMERT and any other contractors. It also provides permanent and efficient supervision of its teams on site.

Health and safety - The SUPPLIER undertakes to comply strictly with the health and safety rules laid down by the legislation in force relating to its own activity and the rules relating to the site of intervention. It will be solely and entirely responsible for the measures it takes in this regard. It will also comply with any special health and safety rules laid down by the site manager to take account of the particular environment of the place where the work is to be carried out (smoking ban - fire permit - wearing of a helmet, etc.). To this end, and before starting work, it must inquire about the existence of such rules. The SUPPLIER shall draw up the special health and safety plan in accordance with French Law 93/1418 of 31.12.1993 and shall submit it to BAUMERT within the prescribed period.

Shared resources - If the resources pooled on the site are managed via a pro rata account or an inter-company account, and if the contract provides for BAUMERT's participation in these accounts, the SUPPLIER shall participate in them in the proportions of its own Contract.

Event during the works - Under penalty of foreclosure, the SUPPLIER shall inform BAUMERT of any event that may justify a claim or complaint by registered letter with acknowledgement of receipt within a maximum period of seven working days from its discovery.

**8. QUALITY AND TRACEABILITY**

Quality control - The SUPPLIER shall set up a procedure for controlling the Supplies and Services to ensure the quality and conformity of the Supplies and Services with the Contract and with the applicable standards and legal provisions. This control must take place before the Supplies are dispatched to BAUMERT or before the Services are accepted. It is fully responsible for this control.

Quality programme - The SUPPLIER will work according to BAUMERT's quality / safety / radiation protection / environment management programme. In this context, it shall complete the documents provided by BAUMERT or, in the case of a specific activity, take responsibility for drafting the necessary quality documentation.

Traceability - The SUPPLIER must know the origin of the components of the Supplies. The SUPPLIER must also ensure efficient marking of the Supplies and identification by batch to ensure full traceability.

Justification - The SUPPLIER shall at all times be able to justify 1/ the origin of the Supplies and components 2/ the conformity of the Supplies and Services with the conditions of the Specifications, the Technical Documentation and the legal provisions (e.g. REACH regulation) by any means deemed acceptable by BAUMERT or the Customer, 3/ the quality controls carried out before delivery of the Supplies or acceptance of the Services.

Obsolescence - Expiry - "Perishable" products must have an expiry date that cannot be earlier than the contractual warranty expiry date.

The SUPPLIER undertakes to remain in a position to supply products identical or at least functionally similar to the Supplies for a period of thirty years from completion of the Contract.

Treatment of non-quality issues - Any disorder (delay, non-quality, disorder, etc.) will be the subject of a Non Conformity Sheet (NCS) or a notification by email. The SUPPLIER undertakes to respond to any NCS or notification and to provide BAUMERT with an action plan within seventy-two hours of the issuance of the NCS or notification. Costs relating to disorder or non-quality - i.e (i) the total cost of remedying and processing the Non-Conformity, (ii) the total cost of any consequences and damages caused by the Non-

Conformity (under the conditions of article 19) and (iii) the administrative cost of processing and analyzing the Non-Conformity by BAUMERT, which is estimated at a lump sum of 150€ excluding tax per Non-Conformity form - will be borne in full by the SUPPLIER either by means of offset against the sums still due to it, or by payment within thirty days of receipt by the SUPPLIER of the corresponding invoice.

#### **9. AUDIT**

Subject to compliance with a reasonable notice period, BAUMERT and its Customer will have the right to carry out audit inspections in the workshops and premises of the SUPPLIER and, where appropriate, of its own subcontractors (under BAUMERT quality and safety criteria). The exercise of this right of control shall in no way reduce the SUPPLIER's liability. Any shortcomings noted during the audit shall be notified to SUPPLIER, who shall then, as soon as possible and at the latest within fifteen days of notification, take any necessary corrective action and communicate the action plan drawn up to BAUMERT. Otherwise, BAUMERT may replace the SUPPLIER with a third-party company or terminate the Contract under the terms of Article 21.

#### **10. SUBCONTRACTING**

The SUPPLIER may only subcontract all or part of the performance of its obligations under the Contract if it obtains BAUMERT's prior written consent. In the event of subcontracting accepted by BAUMERT, the SUPPLIER shall in any event remain personally liable for the full performance of the Contract. The SUPPLIER shall also impose on each of its subcontractors and potential suppliers such obligations as to ensure that the terms of the Contract are complied with, including, where applicable, the principle of transparency with the main contract.

In the event of subcontracting, SUPPLIER shall itself become the main contractor in relation to its own sub-contractors and shall assume the obligations imposed by the French Law No. 75-1334 of December 31, 1975. It shall therefore ensure that lawful subcontracting is carried out and shall hold BAUMERT harmless against any claims for payment whatsoever from its lower-ranking subcontractors. It will also ensure that it carries out the controls imposed by law as part of the obligations of vigilance and diligence.

#### **11. COMPLIANCE WITH DEADLINES**

The delivery deadlines for the Supplies and the performance of the Services indicated in the Order are binding and mandatory. The SUPPLIER is informed that any delay is likely to cause a production stoppage at BAUMERT's plant, a work stoppage and/or a general delay in the project. Compliance with deadlines is therefore a decisive element of BAUMERT's commitment. In the event of a delay not attributable to Force Majeure in the legal sense, the SUPPLIER shall be liable to BAUMERT, as of right and without prior formal notice, for late penalties calculated as follows: a/ from the 1st to the 15th day of delay: 500€ per calendar day of delay, b/ from the 16th to the 31st day of delay: 1,000€ per calendar day of delay, c/ beyond the 31st day of delay: 2,000€ per calendar day of delay. Said penalties shall be non-lump-sum and non-discharging and shall apply without prejudice to any damages that BAUMERT may claim, including the costs incurred to compensate for the SUPPLIER's failure as well as the indemnities and penalties that BAUMERT may have to pay to its own Customer as a result of such delay. They shall be automatically deducted from the payments to be made to the SUPPLIER. In particular, incomplete deliveries or deliveries not accompanied by the required documents, non-conforming deliveries or those delivered in non-compliant packaging or with non-compliant labelling or to an address other than the agreed address, delays in the performance of Services, including intermediate deadlines, shall be deemed to be a delay.

In the event of delay, BAUMERT may furthermore, under the conditions of Article 21, without prejudice or compensation for the SUPPLIER, cancel the delayed delivery in whole or in part and charge the Supplier the additional costs incurred by BAUMERT to compensate for its failure.

#### **12. PRICES**

Unless otherwise stated in the Order, prices are firm, flat-rate and non-revisable and are deemed to include all costs and expenses which the SUPPLIER may incur in connection with the performance of the Contract, and in particular taxes, duties and customs duties, tooling costs, costs relating to handling or lifting equipment, staff clearances, costs relating to stoppages or waiting, inspection and testing costs, costs of drawing up documentation, costs relating to bad weather, sampling costs, etc., which shall be borne by the SUPPLIER. It is agreed not to apply the principle of unpredictability (Principe d'Imprévision).

#### **13. PAYMENT**

If the Order provides for payment in advance, the SUPPLIER shall grant a discount of two per cent of the sums paid in advance.

In order to be "good for payment", invoices must correspond to compliant deliveries or progress statements validated by BAUMERT. They shall be made out in the currency of the Contract or, failing this, in Euros, to BAUMERT, and shall include, in addition to the legal notices, the Order number. Otherwise, the invoices will be returned to the SUPPLIER for correction. "Good to pay" invoices will be paid at forty-five days end of month from the invoice date. In the event of late payment by BAUMERT, the

SUPPLIER may claim, to the exclusion of any other remedy or claim, the payment of late interest amounting to three times the legal interest rate in force in France on the date of the delay. Under no circumstances shall any delay in payment entitle the SUPPLIER to suspend or delay the performance of its obligations. BAUMERT may unilaterally modify the terms of payment granted to the SUPPLIER in the event of a change in the SUPPLIER's financial situation. In the event of on-site intervention and if the Order so provides, the SUPPLIER may be paid directly by the Customer. In this case, the SUPPLIER's invoices validated by BAUMERT shall be presented to the Customer together with BAUMERT's invoices in the context of the acceptance by the Customer of a BAUMERT contract milestone. BAUMERT reserves the right to automatically offset any claims it may have against the SUPPLIER against any sums which BAUMERT may owe the SUPPLIER in connection with the performance of the Contract, irrespective of whether or not the conditions for legal offset are established.

#### **14. HOLDBACK AND COMPLETION GUARANTEE**

For recurring performance Contracts, and unless otherwise provided for in the Order, BAUMERT may, at its discretion, apply a holdback of five percent of the amount of the Contract in accordance with the conditions of French Law No. 71-584 of July 16, 1971 and/or a completion guarantee of five percent of the amount of the Contract. The completion guarantee shall be released upon full and complete fulfilment of the SUPPLIER's obligations.

#### **15. INTELLECTUAL PROPERTY - CONFIDENTIALITY**

The SUPPLIER declares that the processes it uses within the framework of the Contract are free of any intellectual and industrial property rights, and shall hold BAUMERT harmless against any claims or complaints by third parties in this respect or legal action on the grounds of, in particular, infringement, unfair competition or parasitism.

Unless otherwise stated in the Order, the studies and intellectual property rights specifically developed by the SUPPLIER in connection with the Contract shall be a component of the Service, in consideration of the price paid. BAUMERT is the sole owner of these rights.

The SUPPLIER further undertakes to respect all intellectual property rights belonging to BAUMERT or the Customer and acknowledges that this Contract may under no circumstances be construed as an assignment for its benefit of any intellectual property right or as a licence of such rights.

The documents and information communicated by BAUMERT to the SUPPLIER are confidential. The SUPPLIER undertakes to treat them with the same degree of care as it treats its own confidential documents and to disclose them only to members of its staff who have a need to know them in connection with the performance of the Contract. Under no circumstances may they be disclosed or reproduced, even partially, without BAUMERT's prior written consent.

#### **16. TRANSFER OF OWNERSHIP AND RISKS**

The SUPPLIER shall have custody of its Supplies and shall bear the risks thereof until the date of their receipt as defined below. It must ensure their full protection and conservation and insure them with an appropriate insurance policy.

If the SUPPLIER installs or implements the Supplies on site, the acceptance and transfer of risk shall take place either on the date of acceptance of BAUMERT's works by the Customer or on the date of acceptance of the Services by BAUMERT. It is evidenced by the signing of an acceptance report. Where the SUPPLIER does not install or implement the Supplies on site, acceptance and transfer of risks shall take place under the conditions of the Incoterm chosen by the parties. Unless otherwise mentioned in the Order, the Incoterm is DDP @ICC 2010 to the place of delivery indicated in the Order.

The transfer of ownership of the works takes place as and when they are completed on site. In all other cases, the transfer of ownership of the Supplies shall take place upon delivery of the Supplies to the agreed place as evidenced by the signed delivery note. No retention of title clause can be invoked against BAUMERT.

#### **17. LOANED OR ENTRUSTED EQUIPMENT**

In the event that equipment belonging to BAUMERT is made available to the SUPPLIER or is on deposit with the SUPPLIER, the SUPPLIER shall be responsible for custody and maintenance at its own risk and undertakes that ensure that it is covered by its insurance policies. The equipment in question must be identified and marked as being the property of BAUMERT and must be returned in perfect condition at BAUMERT's first request.

#### **18. WARRANTIES**

Legal warranties - The SUPPLIERS warrants that its Supplies and Services comply with the provisions of the Contract and the applicable standards and legal provisions. In addition, depending on the type of Supplies and Services, it guarantees its Supplies and Services under the conditions of Articles 1792 *et seq.* of the French Civil Code or under the conditions of Articles 1641 *et seq.* of the French Civil Code. The SUPPLIER undertakes to hold BAUMERT harmless against any claims and actions brought against it in this respect.

Contractual warranties - In addition to the warranties referred to above, the SUPPLIER guarantees its Products and Services against any defect and disorder, including those due, in whole or in part, to material, manufacture,

installation and/or design, for thirty-six months from the date of their acceptance (when operations are carried out on site) or from the date of their delivery (in other cases). Under this warranty, the SUPPLIER undertakes to remedy any defect upon request and within a maximum period of ten working days, to replace the defective Supplies and to correct the unsatisfactory Services. It will bear all the costs of implementing this guarantee including, where appropriate, the costs of transport, removal and reinstallation and all other costs, whether consequential or not. If, during the warranty period, the Supply or the works covered by the Services are unavailable for reasons attributable to SUPPLIER, the warranty period shall be extended by all periods of unavailability.

The SUPPLIER also undertakes, at no extra cost, to carry out any possible minor adjustments and adaptations required for the implementation and operation of the Supplies.

#### **19. LIABILITY**

The SUPPLIER shall be liable without limitation to BAUMERT for all personal injury, material and non-material damage, whether foreseeable or not and resulting directly or indirectly from the performance or non-performance of its obligations under the Contract. In particular, it assumes full responsibility for the Supplies and Services and the technical choices made. It shall also hold BAUMERT harmless against any possible recourse or claim against BAUMERT by the Customer and/or any third party who considers itself to be a victim of damage in connection with the Contract, as long as BAUMERT's liability can be sought.

#### **20. INSURANCE**

The SUPPLIER undertakes to take out and maintain in force with a reputable insurance company any insurance policy appropriate to the purpose of the Contract, and in particular a civil liability policy and a ten-year liability policy with a minimum cover of €5,000,000 per year and per claim covering both material and non-material damage. It undertakes to send a copy of said insurance certificates to BAUMERT with the order acknowledgement.

#### **21. SUBSTITUTION AND TERMINATION**

**Substitution** - If the SUPPLIER does not perform its obligations or does not perform them properly or performs them late, BAUMERT may, after formal notice which remains unheeded for fifteen calendar days, which in urgent cases may be reduced to two calendar days, BAUMERT may, automatically, either perform them itself or have them performed in whole or in part by a third party at the SUPPLIER's expense and risk. All costs, delays and harmful consequences due to this intervention will be borne by the SUPPLIER, either by means of offset against the sums still due to it under the Contract, or by payment within thirty days of receipt by the SUPPLIER of the corresponding invoice.

**Termination without fault** - Without prejudice to the legal cases of suspension, termination or cancellation, the Contract may be suspended, terminated or cancelled at BAUMERT's sole discretion. In this case, any costs incurred and duly justified by the SUPPLIER on the date of termination of the Contract shall be due to it by BAUMERT.

If for any reason whatsoever, the contract between BAUMERT and its Customer is terminated, this Contract shall be terminated under the same conditions as said contract, without the SUPPLIER being entitled to claim any form of compensation other than that provided for in the contract.

Each Party may also terminate the current Contract, without compensation, in the event of a Force Majeure event making it impossible to perform the Contract for more than thirty calendar days.

**Termination for fault** - In the event of failure by the SUPPLIER to comply with its contractual obligations - in particular those referred to in Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 18, 20 and 22 deemed to be serious in nature - persisting for more than fifteen days or two days in the event of an emergency, after formal notice to remedy it, BAUMERT may unilaterally terminate all or part of the Contract without legal formality and without compensation to the SUPPLIER, without prejudice to any damages which BAUMERT may claim in respect of such breaches.

#### **22. ETHICS – FIGHT AGAINST CORRUPTION AND FRAUD**

The SUPPLIER represents and warrants to Baumert that it complies with the international and national law applicable to the Contract, relating to (i) fundamental human rights, in particular the prohibition of (a) the use of child labor and any other form of forced or compulsory labor, (b) any form of discrimination within its company or with respect to its suppliers; (ii) embargoes, trafficking in arms and drugs and terrorism (iii) trade, import and export licenses and customs; (iv) health and safety of employees and third parties; (v) labor, immigration, prohibition of illegal work; (vi) environmental protection (vii) economic crime, including fraud, theft, misuse of corporate assets, counterfeiting, forgery and any related offences; (viii) anti-money laundering; (ix) competition law.

The SUPPLIER expressly adheres to the Groupe Gorgé's anti-corruption code of conduct available on Groupe Gorgé and BAUMERT Websites.

BAUMERT works for clients with sensitive activities. In this context, BAUMERT is particularly attentive to the fight against fraud, falsification of documents or results, suspicious practices or counterfeiting (hereinafter "Fraud") in its organization and supply chain. In this context, the SUPPLIER

shall implement processes to prevent and detect Fraud internally and in its supply chain, and shall train its personnel in Fraud prevention.

#### **23. APPLICABLE LAW - ATTRIBUTION OF JURISDICTION**

The Contract is subject to French law to the exclusion of its conflict of law rules and therefore the Vienna Convention of April 11, 1980 on Contracts for the International Sale of Goods. Any dispute which cannot be settled amicably will be brought before the competent courts for the place of BAUMERT's registered office for the French SUPPLIERS and before the commercial court of Paris for others even if there are multiple defendants or third party proceedings.