

## **BUREAU VERITAS GENERAL PURCHASING TERMS AND CONDITIONS**

### **1. Definitions**

"Purchaser" means a company identified on the Purchase Order, owned as to 50% or more or any other legal entity directly or indirectly controlled (within the meaning of control assigned by Article L.233-3 of the French Commercial code) by Bureau Veritas SA, the ultimate parent company. "Vendor" means an individual or a legal entity identified as supplier of goods or provider of services on the Purchase Order issued by Purchaser. "Vendor's Information Form" means the form that Vendor is required to complete, sign and return to Purchaser before the issuance of any Purchase Order in order to provide Purchaser with appropriate information on Vendor's legal organization, corporate form, bank details, control structure and senior management. "General Purchasing Terms and Conditions" means the terms and conditions set out in this document. "Goods" means the goods (if any) described in the Purchase Order. "Services" means the services (if any) described in the Purchase Order. "Purchase Order" means a written purchase order issued by a duly authorized representative of Purchaser describing the Goods or Services that Purchaser wishes to be supplied with by Vendor. The Purchase Order will contain appropriate information on quantities, delivery or performance dates and pricing as well as any other information or order data that may be necessary for Vendor to understand and meet procurement needs of Purchaser. "Delivery Address" means the address where Goods shall be delivered and Services shall be performed as stated on the Purchase Order.

### **2. Scope**

2.1. General Purchasing Terms and Conditions shall apply to the purchase of Goods and/or Services by Purchaser from Vendors.

2.2. No general terms and conditions of Vendor shall govern the Purchase Order, unless agreed in writing by Purchaser, even if (i) Purchaser does not object to them explicitly or (ii) Vendor's general terms and conditions are included either in the order confirmation that Vendor is required to issue according to Section 3.1, or in any other document issued by Vendor. Acceptance or payment of Goods or Services by Purchaser shall not constitute an implicit agreement either.

### **3. Agreement by Purchaser to Purchase Goods or Services**

3.1. Agreement from Purchaser to Purchase Products or Services and agreement from Vendor to sell Products and perform Services shall be formed (i) at the time of receipt by Purchaser of Vendor's written confirmation that Vendor accepts the Purchase Order within a maximum period of five (5) business days from the date of issuance of the Purchase Order by Purchaser or (ii) in the absence of written confirmation, at the time of validation between the Parties of the Purchase Order issued by Purchaser by telephone or any other mean, in which case, the Parties shall make their best efforts to confirm subsequently by email their express consent to form the agreement.

3.2. In the absence of written evidence of the consent given by both Parties to enter into the agreement and in case of disagreement between the Parties, the date of the agreement shall be deemed to be the date of issuance of the Purchase Order provided that the Purchaser has started to perform its obligations under the agreement.

### **4. Pricing - Invoicing - Payment Terms**

4.1. Unless otherwise provided in the Purchase Order, the prices of Goods or Services are denominated and invoiced in the local currency of the jurisdiction or country where the Goods shall be delivered and/or the Services shall be performed.

4.2. Prices of Goods shall include packaging, shipment or carriage, warehousing, postage and insurance costs. Unless otherwise provided in the Purchase Order, Goods shall be delivered DDP (Delivered Duty Paid) Incoterms 2010 at the Delivery Address. For Services, prices shall include any and all expenses and costs sustained by Vendor in connection with the performance of Services.

4.3. The prices specified in the Purchase Order are fixed and firm. The prices are net and, exclude any sales, value added, or similar turnover taxes or charges that Vendor is required to pay by any applicable laws or collect from Purchaser. Any increase of prices of Goods or Services shall be effective only to the extent that Purchaser (i) is provided by Vendor with appropriate supporting documentation at the latest before the shipment of Goods or the performance of Services and (ii) agrees in writing with such increase. If Purchaser does not agree with the increase of prices, Purchaser shall be entitled, in its sole discretion, to cancel the Purchase Order on a free of charge basis and claim for damages.

4.4. Vendor shall issue invoices only once the Goods are delivered or the Services are performed in compliance with the terms described in the Purchase Order. Vendor's invoices shall contain any mandatory information required under any applicable laws as well as Purchaser's Purchase Order number.

4.5. Purchaser shall pay Vendor's invoices within a maximum period of sixty (60) days following the date of issuance of the invoices by bank transfer to Vendor's designated bank account in the Vendor's Information Form. Payments by Purchaser shall be made only to a bank account opened in the name of Vendor in the jurisdiction or country where Vendor is duly incorporated or registered.

4.6. Under no circumstances shall payments by Purchaser be deemed as acknowledgment by Purchaser that Goods have been delivered or Services have been performed in compliance with the Purchase Order. In the event that Goods or Services are defective and/or incomplete, Purchaser shall be entitled to withhold the payment of any disputed invoices until such dispute is eventually resolved in accordance with Section 13.2. Purchaser is also entitled to set off against any amounts due or to become due to Vendor, any amounts due to Purchaser by Vendor (including, but not limited to, penalties due by Vendor for late or partial delivery of Goods or performance of Services as provided under Section 6.2).

4.7. Late payment penalty due to Vendor by Purchaser is set to three (3) times the French legal interest rate. The applicable rate is the rate that is in force on the first day following the due date of the invoice.

### **5. Delivery – Risks – Title**

5.1. The Goods shall be delivered and the Services shall be performed on the date or within the time period stated in the Purchase Order at the Delivery Address. Deliveries shall be accompanied by the Purchaser's Purchase Order. Deliveries shall generally include one-way standard packaging. In case reusable packaging is used, it shall be provided on loan. Return of said reusable packaging to Vendor by Purchaser shall be carried out at Vendor's costs and risks.

5.2. Risks in the Goods shall pass to Purchaser (i) in case of delivery without installation or assembly upon delivery of said Goods at the Delivery Address unless the Goods are rejected

by Purchaser and (ii) in the event of delivery with installation or assembly upon Purchaser's written declaration of acceptance.

5.3. Title to the property in the Goods shall pass to Purchaser upon delivery of said Goods at the Delivery Address unless the Goods are rejected by Purchaser.

### **6. Time and quantities of Delivery**

6.1. The time and quantities stipulated for the delivery of the Goods and/or performance of Services shall be of the essence. Accordingly, Purchaser is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries that should always require the prior written consent of Purchaser. If Purchaser decides in its sole discretion to accept one or more of those non-conforming deliveries, such acceptance shall not constitute a waiver of Purchaser's right to reject any other shipment which does not conform to a Purchase Order.

6.2. Vendor will immediately notify Purchaser of any likely delay in the delivery of Goods or completion of Services. Without prejudice to any other remedies available under these General Purchasing Terms and Conditions, Purchaser may decide at its own discretion either (i) to cancel the Purchase Order for the relevant Goods or Services, on a free of charge basis, or (ii) to charge Vendor with a penalty for late delivery or performance of the Goods/Services relating to a specific Purchase Order. This penalty shall be computed on a daily basis and at the rate of zero point five (0.5) % of the price of undelivered Goods or unperformed Services per day of delay. This penalty shall be due by Vendor until actual delivery of Goods or completion of Services takes place but shall not exceed a total of ten (10) % of the total value of the Purchase Order. Before invoicing such penalty, Purchaser shall allow Vendor to provide explanations (if any) on such delay. Vendor shall be liable for the payment of this penalty in cases where the non-delivery or non-performance is either partial or total.

### **7. Warranties – Rejection – Remedies**

7.1. Vendor warrants (i) that the Goods will be new, unused, of merchantable and satisfactory quality, fit for any purpose made known to Vendor whether expressly or by implication, free from any defects whether in design, material or workmanship, (ii) that the Goods and Services will conform with the specifications, drawings, samples or other descriptions contained or referred to in the Purchase Order and that the Goods will comply with any and all health and safety standards as required or laid down under any applicable laws and regulations, (iii) that Vendor will exercise all necessary skills, care and due diligence and shall perform the Services in accordance with good engineering, professional and ethical practices.

7.2. In the event that the Goods or Services do not comply with the Purchase Order and the warranties described in section 7.1, including for defects which do not appear until Goods are further processed, the following remedies shall be available to Purchaser, in its sole discretion:

7.3. Rejecting Goods and returning them to Vendor at Vendor's risks and costs,

7.4. Requesting (if applicable) Vendor to eliminate defects or non-compliance in the Goods or the Services within a reasonable period of time determined by Purchaser, at Vendor's costs,

7.5. Requesting Vendor to replace defective or non-compliant Goods or to achieve compliant performance of Services within a reasonable period of time as determined by Purchaser, at Vendor's costs,

7.6. Obtaining a price reduction from Vendor for the portion of Goods and/or Services affected by such defects or non-compliance,

7.7. Eliminating the defects itself or having them eliminated by a third party or arranging for the delivery of similar Goods or Services by the Vendor or a third party, the costs to be borne in each case by Vendor,

7.8. Cancelling the Purchase Order, in whole or in part, on a free of charge basis, and obtaining appropriate compensation from Vendor for the damage sustained by Purchaser.

7.9. The foregoing warranties shall remain in force for a total period of twenty four (24) months from date of delivery of Goods or performance of Services. These warranties are without prejudice to Purchaser' other rights and remedies, including but not limited to the statutory warranty for hidden defects provided under any applicable law. If Vendor ceases to manufacture the Goods and for a term of at least five (5) years, Vendor guarantees an adequate repair service as well as supply of spare parts.

### **8. Confidentiality – Intellectual Property**

8.1. All specifications, software and any other data, whether of a technical or a commercial nature, provided by Purchaser in connection with the Purchase Order as well as the Purchase Order itself shall be treated as confidential by Vendor and shall not, without Purchaser' prior consent in writing, be disclosed by Vendor to any third party and Vendor shall not use them for advertisement, display or publication or for any purpose other than what is necessary for the proper performance of its obligations under the Purchase Order. When required by Purchaser, Vendor shall enter into a separate written confidentiality agreement.

8.2. All specifications, software and any other data provided by Purchaser in connection with the Purchase Order shall remain at all times the property of Purchaser. They are to be surrendered to Purchaser on completion of the Purchase Order and are to be used by Vendor solely for the purposes of the Purchase Order.

8.3. Vendor acknowledges that all intellectual property rights related to the Purchase Order, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of Purchaser and its affiliates, are and shall remain the sole property of the Purchaser or its affiliates and shall not be used by Vendor, except solely to the extent that the Vendor obtains the prior written approval of the Purchaser and then only in the manner prescribed by the Purchaser.

### **9. Indemnity**

9.1. Vendor shall indemnify and hold Purchaser and its affiliates harmless against all claims, costs, expenses (including reasonable attorney's fees), loss and damages which Purchaser and/or its affiliates may suffer, whether arising (i) from Vendor's breach of any of its obligations under the Purchase Order, (ii) from the negligence of Vendor, its agents, assignees, employees or sub-contractors, (iii) from product liability claims arising in connection with the Goods at any time and notwithstanding any statutory limitations provided under any applicable legislation, or (iv) in respect of any infringement of patents, registered designs, trademarks, copyrights or other intellectual property rights arising out of the sale or use of the Goods supplied or from the Services performed under the Purchase Order.

## 10. Insurance

- 10.1 Vendor shall have in place insurance cover for such risks and for such amounts that would be considered prudent by a reasonable insurance broker advising a business providing Goods and/or Services to Purchaser, but in any event not less than:
- General Liability and Professional Indemnity Insurance having a limit of not less than five hundred thousand Euro (500.000 EUR) limit any one occurrence covering all operations of the insured including without prejudice to the foregoing in accordance with the contractual liabilities assumed herein;
  - and any other insurances as required by law.
- 10.2 If so requested by Purchaser, Vendor agrees to provide a certificate dated and signed by its insurers for the different insurance policies requested in article 10 proving their coverage, with premiums to be paid by Vendor for the period. Those certificates must specify the amount and scope of the coverage as well as the validity period of the insurance policy taken out.

## 11. Compliance

- 11.1. Vendor shall comply with all relevant and applicable national or international laws and regulations and/or codes of practice relating to the packing, labeling, transportation, storage and handling of any hazardous substances.
- 11.2. Vendor and any of its sub-contractors or own suppliers shall comply with all applicable laws and regulations, including but not limited to, the laws or regulations of Vendor's country, the country which is the end destination of the Goods or Services and/or countries in which work is to be performed by Vendor as well as all intermediate countries, including, but not limited to, laws and regulations relating to anti-corruption, anti-money laundering, anti-terrorism, environmental matters, data protection and privacy, export control and trade restrictions and embargoes.
- 11.3. Vendor undertakes to comply with Bureau Veritas Code of Ethics and Business Partner Code of Conduct, as amended in their last updated versions, which are published on Bureau Veritas website.
- 11.4. Vendor further warrants that Vendor's as well as any of its own suppliers of goods or services or any of its sub-contractors shall observe at all times socially responsible supply chain commitments including, but not limited to, the prohibition of (i) involuntary, undeclared, forced or underage labor, (ii) unsafe or unhealthy working conditions in the facilities where Goods or a portion of said Goods shall be manufactured or processed (including in lodging that may be provided in those facilities to employees) and (iii) any form of discrimination towards employees (including, but not limited to, discrimination based on gender, race, religion, age, sexual orientation, physical or mental disabilities, trade unions activity).

## 12. Data Protection

- 12.1. Vendor represents and warrants that it, its employees, subcontractors, suppliers or any person acting on its behalf shall comply with all applicable national, European or international laws and regulations, whether already published or not, including in particular Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with regard to the processing of transfer of personal data and the EU General Data Protection Regulation 2016/679 of 27 April 2016 (together "Data Protection Laws").
- 12.2. Where Vendor in the performance of the Purchase Order processes personal data (as defined by Data Protection Laws) of Purchaser's employees, contractors, business partners or clients on behalf of the Purchaser, then Purchaser will act as "Data Controller" and Vendor will act as "Data Processor" (as defined by Data Protection Laws).
- 12.3. The terms and conditions under which Vendor undertakes to perform the processing of personal data on behalf of Purchaser are set forth in Appendix 1 to these General Purchasing Terms and Conditions.

## 13. Services performed at Purchaser' Premises

- 13.1. If under the Purchase Order, Vendor is to perform Services at premises owned or occupied by Purchaser or one of its affiliates: (i) Vendor shall conform and shall procure that its suppliers, sub-contractors and its/their respective employees and agents comply with all applicable health, safety, ethical, environmental and other rules, regulations, codes of practice and requirements in operation at such premises, (ii) Vendor and its suppliers' and sub-contractors' personnel performing such Services shall be equipped by Vendor at its own costs with all necessary personal protective equipment (including but not limited to necessary protective footwear and safety helmets), (iii) Vendor and its suppliers' and sub-contractors' have subscribed an Employer's Liability/ Workmen's Compensation Insurance as appropriate to comply fully with all applicable laws.

## 14. Termination

- 14.1. Purchaser may terminate the contractual relationship deriving from the Purchase Order, without Vendor being able to claim payment of any compensation whatsoever, in the following circumstances: (i) In the event that Vendor has breached any provision of these General Purchasing Terms and Conditions and/or of the Purchase Order and provided Purchaser has requested Vendor, by written notice (including electronic mail), to fulfill its obligation or cure the breach within a period of fifteen (15) calendar days, Purchaser shall be entitled to terminate this contractual relationship without additional notice in case this obligation is not fulfilled or this breach is not cured within this period of time, (ii) in the event that Vendor is being or has been dissolved, liquidated or is making or has made an assignment for the benefit of creditors, or, subject to any applicable mandatory rules concerning bankruptcy laws, whenever Vendor is being or has been adjudicated as bankrupt, is placed in receivership or in safeguard, or has taken the benefit of any insolvency law or similar law providing protection against creditors or, (iii) in the event of any change in Vendor's control structure as described in Vendor's Information Form, given that Vendor shall inform Purchaser of any change in its control structure within the shortest possible time.

## 15. Assignment and Subcontracting

- 15.1. Vendor shall not assign, transfer or subcontract the whole or any part of the Purchase Order without the prior written consent of Purchaser. Purchaser may assign or transfer the whole or any part of the Purchase Order to any of its affiliates at any time without the prior consent of Vendor.

## 16. Applicable Law - Jurisdiction

- 16.1. Those General Purchasing Terms and Conditions, together with any Purchase Order issued by Purchaser on the basis of these General Purchasing Terms and Conditions, and any dispute or claim arising out of or in connection with them or their subject-matter shall be Edition 2018

governed by, and construed in accordance with, the laws of the country of establishment of the Purchaser excluding the 1980 Vienna Convention on Contracts for the International Sale of Goods.

- 16.2. All disputes arising out of, or in connection with, the validity, interpretation, performance, non-performance or termination of these General Purchasing Terms and Conditions, as well as any Purchase Order issued on the basis of these General Purchasing Terms and Conditions, shall be submitted to arbitration under the CMAP (Centre for Mediation and Arbitration of Paris, Paris, Chamber of Commerce and Industry – 39, avenue Franklin Roosevelt, 75008 Paris) Rules of Arbitration to which Purchaser and Vendor undertake to adhere.

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## **APPENDIX 1 – DATA PROTECTION**

### **1. Data Processing**

Operations on personal data involve (the "Data Processing"):

- the purpose(s) of the processing: [TO BE DESCRIBED],
- the categories of personal data involved (the "Personal Data"): [TO BE DESCRIBED],
- the duration of the data processing [TO BE DESCRIBED] and
- the categories of data subjects concerned: [TO BE DESCRIBED].

In this respect, the Parties shall cooperate at any time and in a diligent manner to formalize all documentation required for the Data Processing.

### **2. Data Processor's obligations**

Vendor undertakes and warrants that:

- it complies with all its obligations as Data Processor within the meaning of Data Protection Laws in the framework of the performance of a Purchase Order, and that the Products and the Services shall be provided in compliance with Data Protection Laws;
- it will provide to Purchaser at any time and upon request all information and documentation necessary to justify (i) Vendor's compliance with applicable Data Protection Laws and (ii) Vendor's compliance with this Appendix 1, in particular in the event of audits and investigations carried out by Purchaser, or any third-party acting on its behalf, or any competent data protection authority;
- it will inform immediately Purchaser of any circumstances entailing an incapacity of Vendor to comply with Data Protection Laws or to provide the Products and the Services in compliance with Data Protection Laws, in which case, Purchaser and Vendor shall cooperate in good faith to resolve the issue, in particular to identify the impact of such circumstances on the Services and to determine the changes to the General Purchasing Terms and Conditions or to the Products and Services that may be required. In this respect, should the Parties fail to reach an agreement to resolve the issue, Purchaser shall be entitled to terminate the General Purchasing Terms and Conditions in accordance with its terms and conditions, without incurring any liability;
- it will process personal data exclusively for the purposes set forth herein and in any case, exclusively for the needs of the performance of a Purchase Order, thus excluding any further use, exploitation or communication of such personal data by Vendor for its own internal needs or for the needs of third-parties;
- it will process personal data in accordance with the instructions of Purchaser, except as urgently required for the needs of mitigating a security breach as set forth in section 4 below;
- it will assist Purchaser in carrying out data protection impact assessments;
- it will cooperate diligently with Purchaser to enable it to fulfil its obligations pertaining to data subjects seeking to exercise their rights as set forth by Data Protection Laws, including but not limited to their right of access, to rectification, erasure and to object, right to restriction of processing, right to data portability, right not to be subject to an automated individual decision (including profiling). In particular, Vendor undertakes:
  - to respond as soon as possible to any request by Purchaser in this respect;
  - to forward any received requests to Purchaser as soon as possible where the data subjects submit requests to exercise their rights to Vendor;
- it will comply with the defined data retention duration as defined by Purchaser and, at the discretion and upon instruction of Purchaser, delete all personal data or return them to Purchaser, and destroy existing copies, except as required by applicable laws;
- it shall hold a record of processing activities in accordance with Article 30 of the Regulation (EU) 2016/679 of 27 April 2016 ;
- it will communicate to Purchaser the name and contact details of its data protection officer, as the case may be, if it has designated one in accordance with Article 37 of the Regulation (EU) 2016/679 of 27 April 2016.

### **3. Confidentiality measures**

Vendor undertakes and warrants that it will keep all personal data confidential and in particular:

- that it has implemented or will implement adequate access right procedures to govern accesses to personal data, such as cryptographic means, authentication means, etc., as applicable;
- that only persons with a need-to-know for the purpose of providing the Services will be able to access to personal data, and that such persons are bound by legal or contractual obligations of confidentiality which are no less stringent than those set forth in Article 8 "Confidentiality" of the General Purchasing Terms and Conditions.

### **4. Security measures**

Vendor undertakes and warrants that it will preserve the security of personal data, and in particular that:

- it has implemented and/or will implement for the Products and Services adequate technical and organizational measures to preserve the security of personal data as described hereunder, and in particular to prevent it from loss, theft, accidental or fraudulent deletion, alteration or unauthorized disclosure, use or access particularly when the processing includes data transmissions over a network;
- such measures are adapted to the Data Processing involved by the Products and Services and take into account the best industry standards and the costs related to their implementation, the risks presented by the processing and the nature of the data to be protected;
- it will notify Purchaser as soon as possible of (i) any breach of the security of personal data (ii) all related information necessary to enable Purchaser to comply with its obligations of notification to the competent data protection authority and eventually to the data subjects within the statutory delays, documenting the breach, including but not limited to:
  - the nature of the breach;
  - the categories and the approximate number of persons affected by the breach;
  - the categories and the approximate number of personal data records concerned;
  - the likely consequences of the breach of personal data;
  - the measures taken or to be taken to remedy the breach of personal data, including, where appropriate, measures to mitigate any negative consequences.

[Description of the security measures to be included].

### **5. Sub-processing**

Vendor undertakes and warrants that it will not entrust another processor (hereinafter the "Sub-Processor") with all or part of the operations involved by the Data Processing without the prior written consent of Purchaser, and without having duly indicated to Purchaser which processing activities are being subcontracted out, the name and contact details of the Sub-Processor.

Should the intervention of a Sub-Processor be authorized by Purchaser, Vendor undertakes and warrants that:

- the Sub-Processor will be bound by equivalent contractual obligations as those set forth in this section 5;
- it will remain fully liable for any breach of this Appendix and/or Data Protection Law committed by the Sub-Processor in the framework on the Services.

### **6. Cross-borders transfers**

Vendor undertakes not to transfer personal data outside the European Economic Area or countries recognized by the European Commission as providing an adequate level of protection, without the prior express written consent of Purchaser and the prior conclusion between exporters and the importers concerned, of a personal data transfer contract established on the basis of the European Commission standard contractual clauses.

### **7. Liability**

Vendor shall be liable for any breach caused to Purchaser and/or data subjects under this Appendix and shall hold Purchaser and/or data subjects as applicable, harmless and indemnify Purchaser and/or data subjects as applicable from any loss, liability, damage or costs, including court costs and attorney fees.